

ELLIPSISJ LLC, Single-Owner Member LLC

Articles of Organization Limited Liability Company KLC Pursuant to KRS 14A and KRS 275, the undersigned applies to qualify and for that purpose submits the following statements:

Article I: The name of the limited liability company is ELLIPSISJ LLC.

Article II: The name of the initial registered agent is Jonathan Joseph Spille. The street address of the initial registered office in Kentucky is 728 Meadow Wood Drive, Apt 1, Crescent Springs, KY 41017.

Article III: The mailing address of the principal office for ELLIPSISJ LLC is 728 Meadow Wood Drive, Apt 1, Crescent Springs, KY 41017.

Article IV: This entity has a primary purpose of real estate holdings, but is not limited to only the business of real estate. The foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. This entity is managed by Manager(s). The initial registered agent, Jonathan Joseph Spille, owns 100% stake in ELLIPSISJ LLC and serves as the first, and at present, only Manager. This filing will be effective on Tuesday, March 4, 2025. Under the penalty of perjury under the laws of the state of Kentucky, the foregoing is true and correct.

Article V: To the extent permitted by the Statutes, the terms and provisions of this Articles of Organization shall control in the event there is a conflict between the Statutes and this Articles of Organization or Agreement.

Article VI: This entity includes two non-owner members, nephews of Jonathan Joseph Spille. Both non-owner members whom are Blake Gabriel Ryan and Peyton Elijah Ryan do not hold ownership interest in ELLIPSISJ LLC. However, both designated non-owner members will take over as management and/or ownership of the LLC immediately upon death of Jonathan Joseph Spille. All rights and ownership will be agreed upon equally when 50% stake transfers to Blake Gabriel Ryan and 50% stake transfers to Peyton Elijah Ryan to permit a smooth transition in business operations without dissolving ELLIPSISJ LLC. All subsequent buy-sell agreements or dissolution must be equally agreed upon once stakes are equally transferred to aforementioned nephews. All subsequent profit or loss distributions must be equally remitted once stakes are equally transferred to aforementioned nephews. Both designated non-owner members serve as a designated successor without an ownership stake until the death of Jonathan Joseph Spille.

Article VII: The Registered Office and Agent of ELLIPSISJ LLC shall be as designated in this Articles of Organization or any amendment thereof. The Registered Office and/or Agent may be changed from time to time. This agreement may be amended by sole or equal member(s) with ownership stakes. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Agent shall ever resign, ELLIPSISJ LLC shall promptly appoint a successor agent(s). If Jonathan Joseph Spille shall die, equal stakes shall transfer in accordance with provisions of this Agreement and established in Article VI.

Article VIII: Upon the disability or incapacity of a Member, the Member may continue to act as Manager and/or Owner hereunder or appoint a person via notarized power of attorney statement to so serve until the Interests, Stake and Capital Account of the Member have been transferred or distributed.

Article VII: A member may withdraw from this LLC by electronic communication to all other members at least 14 days before the date the withdrawal is to be effective. A member shall

not transfer membership in ELLIPSISJ LLC unless all non-transferring Owners in the LLC first agree to approve the admission of the designated transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members with ownership stake of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member voting or management rights in this LLC, and the assignee shall not become a member or Owner of the LLC.

Article X: The single-owner member, Jonathan Joseph Spille, has sole authority and power to act for or on behalf of ELLIPSISJ LLC, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. As initial sole-owner and Manager, Jonathan Joseph Spille shall make an initial capital contribution by means of a real estate title deed transfer in the year 2025 of 728 Meadow Wood Drive, Crescent Springs, Ky 41017. Included with aforementioned initial capital contribution is all recorded or unrecorded appliances, equipment and furnishings on the premises of all assets held including, but not limited to, 728 Meadow Wood Drive. ELLIPSISJ LLC shall in turn, distribute reimbursements for business expenses and improvements personally remitted from time to time and especially start-up expenditures until the recorded date of the title deed entered into public record on the aforementioned initial capital contribution. Authority and power described herein shall transfer in accordance with provisions of this Agreement and established in Articles VI, VII, VIII and IX.

Article XI: The Member(s) may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member(s) with ownership stake, or Owners, may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes. Manager(s) and Member(s) will be reimbursed for all expenditures and for any services rendered whether as employees, independent contractors or otherwise. If proceeds consist of property other than cash, the members with ownership shall decide the value of the property and allocate such value in accordance with each Owner percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the ownership-members as otherwise provided in this agreement.

Article XII: Assets of ELLIPSISJ LLC shall be deemed owned by the LLC as an entity, and the Member(s) shall have no ownership interest in such assets or any portion thereof. Title to any or all such ELLIPSISJ LLC assets may be held in the name of the entity, one or more members or in "a variation of street name", as the Member may determine.

Article XIII: The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members or temporary authorized agents designated by the Manager(s) of the LLC shall be designated with the consent of all members with ownership stake to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of ELLIPSISJ LLC.

Article XIV: The LLC shall not provide for regular member meetings. However, any member may call a meeting by communicating the wish to schedule a meeting to all members with ownership stake(s). Such notification shall be in a form of electronic communication

reasonably expected to be received by a member, and ownership-members shall then agree in a form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all ownership-members cannot attend a meeting, it shall be postponed to a new date, unless all ownership-members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all ownership-members do not attend the postponed meeting or the non-attending members have not electronically communicated to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any ownership-members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the owner-membership of this LLC attends the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be delivered, using the same form of electronically communication used to schedule meeting(s) to all members. Written minutes of the discussions and proposals presented at a member meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the ELLIPSISJ LLC records book after the meeting.

Article XV: The LLC shall keep at the principal business address a copy of all proceedings of membership meetings, as well as books of account of financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of member interests to nonmembers or persons being admitted into membership in ELLIPSISJ LLC. Copies of the Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this agreement, and the tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to ELLIPSISJ LLC including, but not limited to, additional capital contributions.

Article XVI: Limitation of Liability and Indemnification of a Member:

a) The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

b) The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities,

damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding (“Claim”), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth in Article XIII(a).

c) Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification.

d) All rights of the Member to indemnification under Article XIII(a) shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

e) The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of nolo contendere or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

Article XVII: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Articles of Organization shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assignees.

Signature of individual signing on behalf of Organizer: Jonathan Joseph Spille

I, Jonathan Joseph Spille, consent to serve as the Registered Agent on behalf of this entity on Monday, March 3, 2025.

ELLIPSIS] LLC
Registered Agent & Managing Member's Signature



Printed Name

Jonathan Joseph Spille