

REVIEWED 05/10/2023

BY: Holly Ross
KENTUCKY DEPARTMENT OF
FINANCIAL INSTITUTIONS

1280565.06

mmoore
ADD

Michael G. Adams
Kentucky Secretary of State
Received and Filed:
5/10/2023 9:15 AM
Fee Receipt: \$40.00

**ARTICLES OF ORGANIZATION
OF
GBG FARM TRUST SUB, LLC
A Limited Liability Company**

The undersigned, herein designated as the Organizer for the limited liability company organized hereby and pursuant to and under Kentucky Revised Statutes Chapter 275 (herein the "Act"), adopts the following Articles of Organization for such limited liability company:

ARTICLE I
NAME

The name of the limited liability company is GBG FARM TRUST SUB, LLC.

ARTICLE II
REGISTERED OFFICE AND AGENT

The street address of the initial registered office and the name of the initial registered agent at that office for GBG FARM TRUST SUB, LLC is as follows:

Initial Registered Office is:

201 E. Main Street, Suite 900
Lexington, Kentucky 40507

Initial Registered Agent is MMLK, Inc. By signing below the initial Registered Agent willingly accepts the duties and responsibilities as Registered Agent.

ARTICLE III
PRINCIPAL OFFICE

The mailing address of the initial principal office of GBG FARM TRUST SUB, LLC is 188 Crescent Avenue, Louisville, Kentucky 40206.

ARTICLE IV
MANAGEMENT

GBG FARM TRUST SUB, LLC is to be managed by its manager(s) pursuant to the terms of its Operating Agreement.

ARTICLE V
DURATION

The duration of GBG FARM TRUST SUB, LLC shall be perpetual.

ARTICLE VI
PURPOSE

The purpose for which GBG FARM TRUST SUB, LLC is organized is to engage in any and all lawful businesses for which limited liability companies may be organized under KRS Chapter 275, and to engage in any and all activities related or incidental thereto.

ARTICLE VII
INDEMNIFICATION OF MEMBER

To the fullest extent permitted by, and in accordance with the provisions of, KRS Chapter 275, as the same exists or may hereafter be amended, GBG FARM TRUST SUB, LLC shall indemnify each member of GBG FARM TRUST SUB, LLC against expenses (including attorney's fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to any employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such member in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which any such member is, or is threatened to be made, a party because any such member is or was a member of GBG FARM TRUST SUB, LLC or is or was serving at the request of GBG FARM TRUST SUB, LLC as a member, employee or agent of another domestic or foreign limited liability company, domestic or foreign corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans. A member shall be considered to be serving with respect to an employee benefit plan at GBG FARM TRUST SUB, LLC's request if his or her duties to GBG FARM TRUST SUB, LLC also impose duties on or otherwise involve services by him or her to the plan or to participants in or beneficiaries of the plan. To the fullest extent authorized or permitted by, and in accordance with the provisions of, KRS Chapter 275, GBG FARM TRUST SUB, LLC shall pay or reimburse expenses (including attorney's fees) incurred by a member who is a party to any such proceeding in advance of final disposition of such proceeding.

The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of members, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office at GBG FARM TRUST SUB, LLC, and shall continue as to a person who has ceased to be a member, employee, or agent of GBG FARM TRUST SUB, LLC, and shall inure to the benefit of the heirs, executors, and administrators of such person.

GBG FARM TRUST SUB, LLC may purchase and maintain insurance on behalf of an individual who is or was a member of GBG FARM TRUST SUB, LLC or who, while a member of GBG FARM TRUST SUB, LLC is or was serving at the request of GBG FARM TRUST SUB, LLC as a member, partner, officer, director, trustee, employee or agent of another foreign or domestic limited liability company, domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against Liability asserted against or incurred by such member in that capacity or arising from his or her status as a member whether or not GBG FARM TRUST SUB, LLC would have power to indemnify such member against the same Liability under the provisions of this Article VII or KRS Chapter 275.


Any repeal or modification of this Article VII by GBG FARM TRUST SUB, LLC shall not adversely affect any right or protection of a member of GBG FARM TRUST SUB, LLC under this Article VII with respect to any act or omission occurring prior to the time of such repeal or modification.

A member of GBG FARM TRUST SUB, LLC shall not be personally liable to GBG FARM TRUST SUB, LLC for monetary damages for breach of such member's duties as a member, provided that this provision shall not eliminate or limit the liability of a member for the following: (i) for any transaction in which the member's personal financial interest is in conflict with the financial interests of GBG FARM TRUST SUB, LLC or its members; (ii) for acts or omissions not in good faith or which involve intentional misconduct or are known to the member to be a violation of law; (iii) for any transaction from which the member derived an improper personal benefit. This Article VIII shall continue to be applicable with respect to any such breach of duties by a member of GBG FARM TRUST SUB, LLC as a member notwithstanding that such member thereafter ceases to be a member, and shall inure to the personal benefit of his or her heirs, executors, and administrators.

ARTICLE VIII
SEVERABILITY OF PROVISIONS

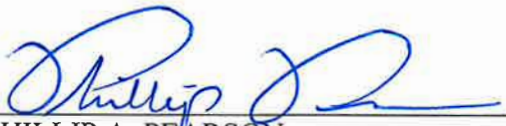
If any provision of these Articles of Organization or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of these Articles of Organization which can be given effect without the invalid provision or application, and to this end the provisions of these Articles of Organization are severable.

IN TESTIMONY WHEREOF, witness the signature of the Organizer this 9th day of May, 2023.



JAMES H. FRAZIER, III, on behalf of
MMLK, Inc., Organizer and Registered
Agent

THIS INSTRUMENT PREPARED BY:



PHILLIP A. PEARSON
McBRAYER PLLC
500 West Jefferson Street, Suite 2400
Louisville, Kentucky 40202
Telephone: (502) 327-5400
E-mail: ppearson@mcbayerfirm.com