

**ARTICLES OF ORGANIZATION
OF
DICKIE'S LOUNGE, LLC**

The undersigned, desiring to form a Limited Liability Company under Chapter 275 of the Kentucky Revised Statutes, does hereby state the following:

FIRST: The name of the Limited Liability Company shall be:

Dickie's Lounge, LLC

SECOND: The name of the initial registered agent and the street address of the initial registered office of the Limited Liability Company is:

Matthew C. Smith, Esq.
ZIEGLER & SCHNEIDER, P.S.C.
541 Buttermilk Pike, Suite 500
P.O. Box 175710
Covington, Kentucky 41017

THIRD: The mailing address of the initial principal office of the Limited Liability Company is:

1329 Greenup Street
Covington, Kentucky 41011

FOURTH: This Limited Liability Company shall be managed by its Member.

FIFTH: This Limited Liability Company is formed for the purpose of operating a bar or undertaking any business, activities or transactions in the Commonwealth of Kentucky, or in any state of the United States or in any foreign country in which a Limited Liability Company may lawfully carry on or undertake under the laws of Kentucky and under the laws of such other state or foreign country.

SIXTH: Indemnification. The Company shall indemnify any person who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he or she is or was a member, managing member, organizer or employee of the Company against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding

by judgment, order, settlement, conviction or plea of *nolo contendere* or is equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably to be in, or at least not opposed to, the best interests of the Company.

The foregoing indemnification shall not apply in the case of an action, suit or proceeding instituted by one or more members of the Company, if the claim, matter or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnification; provided, however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties and amounts paid in settlement as determined by the court.

Expenses of each person indemnified hereunder incurred in defending against a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the Company in advance of the final disposition of such action, suit or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Company.

Subscribed this 7 day of February 2024.

Richard Hunter, Organizer

COMMONWEALTH OF KENTUCKY
COUNTY OF KENTON

Subscribed, sworn to and acknowledged before me, a Notary Public, this 7 day of February 2024, by Richard Hunter to be his voluntary act and deed.

Michele Walker
Notary Public

My Commission Expires
ID Number:
Kentucky, State at Large



The Registered Agent hereby consents
to serve.

Matthew C. Smith
Matthew C. Smith

Dated: February 7, 2024