ARTICLES OF ORGANIZATION OF OAK CREEK PROPERTIES LLC

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

FIRST:

The name of the Limited Liability Company shall be:

OAK CREEK PROPERTIES LLC

SECOND:

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

ANDREW SCHAEFFER 5000 IDLEWILD ROAD BURLINGTON, KENTUCKY 41005

THIRD:

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

5000 IDLEWILD ROAD BURLINGTON, KENTUCKY 41005

FOURTH:

This Limited Liability Company shall be managed by its Manager.

FIFTH:

This Limited Liability Company is formed for the purpose of real estate ownership, development and management and for carrying on or undertaking any business, activities or transactions in the State of Kentucky, or in any state of the United States or in any foreign country 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, manager, 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 $\frac{24}{2}$ day of February 2025.

ANDREW SCHAEFFER, Organizer

COMMONWEALTH OF KENTUCKY COUNTY OF KENTON

Subscribed, sworn to and acknowledged before me, a Notary Public, this _____ day of February 2025, by ANDREW SCHAEFFER, to be his voluntary act and deed.

NOTARY RUBLIC

THE REGISTERED AGENT HEREBY

CONSENTS TO SERVE.

ANDREW SCHAEFFER

DATED: February $2 \frac{1}{2}$, 2025

SERENNA LYNNE FINCK
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP57218
MY COMMISSION EXPIRES SEPTEMBER 9, 2026