

ARTICLES OF ORGANIZATION
OF
AW HOPEWELL PROPERTIES LLC

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Andrew W. Hopewell, of 401 Redding Road #12 Lexington, Fayette County, Kentucky 40517, does hereby form a limited liability company pursuant to the Kentucky Limited Liability Act.

ARTICLE I

The name of the limited liability company shall be AW HOPEWELL PROPERTIES LLC (hereinafter the "Company").

ARTICLE II

The address of the initial registered office of the Company shall be 401 Redding Road #12, Lexington, Kentucky 40517, and the name of the Company's initial registered agent at such address shall be Andrew W. Hopewell.

ARTICLE III

The mailing address of the initial principal office of the Company shall be at 401 Redding Road #12, Lexington, Kentucky 40517.

ARTICLE IV

The Company is formed by two (2) members and will be managed by its Managing Member in accordance with the Operating Agreement governing the Company.

ARTICLE V

The Company's duration shall be perpetual. or until terminated by the members of the Company or by operation of law.

ARTICLE VI

The Company shall, to the fullest extent permitted by, and in accordance with the provisions of Chapter 275 of the Kentucky Revised Statutes, indemnify each member of the Company against expenses (including attorneys' fees), judgments, taxes, fines and amounts paid in settlement, incurred by him in connection with, and shall advance expenses (including attorneys' fees) incurred by him in defending, any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which he is or is threatened to be made, a party by reason of the fact that he is or was a member of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, partner, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, limited liability company, or other enterprise. Advancement of such expenses shall be made upon receipt of an undertaking, with such security, if any, as the members may reasonably require, or on behalf of the person seeking indemnification agreeing to repay amounts advanced if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized herein.

The indemnification provided for by this Article VI shall not be deemed exclusive of any other rights to which members of the Company may be entitled under any statute, agreement or action by the members of the Company. or otherwise, and shall continue as to a person who has ceased to be a member of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Company may purchase and maintain insurance on behalf of any person who is or was a manager, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, employee, member, manager or agent of a domestic or foreign corporation or limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, whether or not the Company's would have the power to be obligated to indemnify him against such liability under the provisions of this Article VI or Chapter 275 of the Kentucky Revised Statutes.

ARTICLE VII

No person serving as a manager of the Company shall be liable to the Company or its members for monetary damages for breach of fiduciary duty as a manager, provided that this provision shall not eliminate or limit the liability of a manager (i) for any transaction in which the manager's personal financial interest is in conflict with the financial interests of the Company or its members; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for any vote for or assent to an unlawful distribution to members as prohibited under KRS 275.230; or (iv) for any transaction from which the manager derived an improper personal benefit.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 11th day of February, 2013.



ANDREW W. HOPEWELL

STATEMENT OF CONSENT OF REGISTERED AGENT

The undersigned does hereby consent to serve as registered agent for the Company formed pursuant to these Articles of Organization.



ANDREW W. HOPEWELL

Dated as of February 11, 2013.