

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Batesville Services, Inc.		01/25/2023	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Batesville Services, LLC		
Street Address:	One Batesville Boulevard		
City:	Batesville		
State/Country:	INDIANA		
Postal Code:	47006		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Registration Number:	3975957	ALDIN	
Registration Number:	1347930	BATESVILLE	
Registration Number:	2764577	BATESVILLE	
Registration Number:	1259446	BATESVILLE	
Registration Number:	5827248	BRIDGES PLAN SHARE REMEMBER	
Registration Number:	5681966	BRIDGES PLAN. SHARE. REMEMBER	
Registration Number:	3878920	CAFE	
Registration Number:	4016466	CAPTURED MOMENTS	
Registration Number:	2914593	CHARPENTE	
Registration Number:	2721693	COMMITTED TO THE DIGNITY OF LIFE	
Registration Number:	3016333	DIMENSIONS	
Registration Number:	2925362	ENCHANTMENT	
Registration Number:	2966733	ETERNAL COMPANION	
Registration Number:	1665062	FAILSAFE	
Registration Number:	2184159	FAMILIES FIRST	
Registration Number:	1925500	FAMILY CHOICES	
Registration Number:	1686910	HEAVEN CAN WAIT	
Registration Number:	2896164	HELPING FAMILIES HONOR THE LIVES OF THOS	
Registration Number:	2964730	HMIS	

OP \$1615.00 3975957

Property Type	Number	Word Mark
Registration Number:	3797469	LIFESTORIES
Registration Number:	2705841	LIFESYMBOLS
Registration Number:	3797503	LIFEVIEW
Registration Number:	1272199	LIVING MEMORIAL
Registration Number:	4340972	LIVING MEMORIAL PROGRAM
Registration Number:	2810747	MARSELLUS
Registration Number:	2887811	MASTERPIECE
Registration Number:	3196653	MEMENTO
Registration Number:	2254678	MEMENTO
Registration Number:	4925562	MEMORIAL RECORD
Registration Number:	2116835	MEMORYSAFE
Registration Number:	2279906	MILLENNIUM
Registration Number:	4029741	MONTANE COLLECTION
Registration Number:	2746663	NEOPOLITAN BLUE
Registration Number:	2059122	NEWPOINTE
Registration Number:	3358002	NORTHSTAR
Registration Number:	3878275	OBITLINK
Registration Number:	1558052	OMEGA
Registration Number:	2844280	ONYX
Registration Number:	2344840	OPTIONS
Registration Number:	1922043	OPTIONS
Registration Number:	4141782	OPTIONS BY BATESVILLE
Registration Number:	2067498	PERFECTLINK
Registration Number:	2712036	PRIMROSE
Registration Number:	1839449	PROMETHEAN
Registration Number:	3871371	PROMETHEAN BATESVILLE A HILLENBRAND INDU
Registration Number:	2984036	PROVINCIAL
Registration Number:	2938003	STONEHARBOR
Registration Number:	5471612	T.E.A.C.H.
Registration Number:	4631640	TAILOR-MADE
Registration Number:	2953603	TCP
Registration Number:	3862022	TENDER MOMENTS
Registration Number:	1795038	THE LEGACY
Registration Number:	1279866	THE PRESIDENT
Registration Number:	3855152	TOKEN
Registration Number:	1861987	TOTAL CASKET PROTECTION
Registration Number:	3888201	TRAYVIEW
Registration Number:	1215464	

Property Type	Number	Word Mark
Registration Number:	2808915	
Registration Number:	2925372	TURNING HOME
Registration Number:	2922984	VINTAGE
Registration Number:	3878274	WEBLINK
Registration Number:	4033816	WESTON
Registration Number:	2923478	WINDWARD REFLECTIONS
Serial Number:	97248081	BATESVILLE CONNECT

CORRESPONDENCE DATA

Fax Number: 5132414771

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (513) 352-6527

Email: dawn.schneider@thompsonhine.com

Correspondent Name: Louis K. Ebling

Address Line 1: 312 Walnut Street, Suite 2000

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Louis K. Ebling
SIGNATURE:	/Louis K. Ebling/
DATE SIGNED:	02/23/2023

Total Attachments: 18

source=Batesville Services Indiana corporate conversion#page1.tif
source=Batesville Services Indiana corporate conversion#page2.tif
source=Batesville Services Indiana corporate conversion#page3.tif
source=Batesville Services Indiana corporate conversion#page4.tif
source=Batesville Services Indiana corporate conversion#page5.tif
source=Batesville Services Indiana corporate conversion#page6.tif
source=Batesville Services Indiana corporate conversion#page7.tif
source=Batesville Services Indiana corporate conversion#page8.tif
source=Batesville Services Indiana corporate conversion#page9.tif
source=Batesville Services Indiana corporate conversion#page10.tif
source=Batesville Services Indiana corporate conversion#page11.tif
source=Batesville Services Indiana corporate conversion#page12.tif
source=Batesville Services Indiana corporate conversion#page13.tif
source=Batesville Services Indiana corporate conversion#page14.tif
source=Batesville Services Indiana corporate conversion#page15.tif
source=Batesville Services Indiana corporate conversion#page16.tif
source=Batesville Services Indiana corporate conversion#page17.tif
source=Batesville Services Indiana corporate conversion#page18.tif

State of Indiana
Office of the Secretary of State

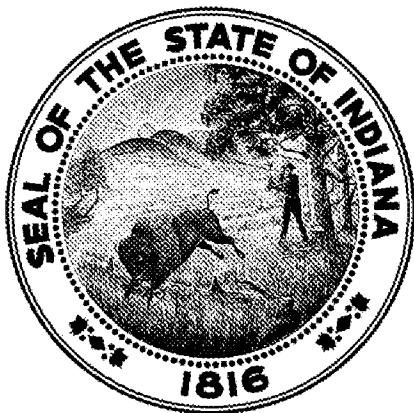
Certificate of Conversion
of
BATESVILLE SERVICES, INC.

I, DIEGO MORALES, Secretary of State, hereby certify that Articles of Conversion of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

The name following said transaction will be:

Batesville Services, LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective
Wednesday, January 25, 2023.



In Witness Whereof, I have caused to be affixed my
signature and the seal of the State of Indiana, at the City
of Indianapolis, January 25, 2023

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

192822-024 / 9724295

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

TRADEMARK
REEL: 007982 FRAME: 0004

APPROVED AND FILED
DIEGO MORALES
INDIANA SECRETARY OF STATE
01/25/2023 02:10 PM

ARTICLES OF CONVERSION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 192822-024
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME Batesville Services, LLC
PRINCIPAL OFFICE ADDRESS NONE

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME NICHOLAS R FARRELL
ADDRESS ONE BATESVILLE BLVD, BATESVILLE, IN, 47006, USA

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 01/25/2023
EFFECTIVE TIME 11:12AM

ARTICLE IV - GOVERNING PERSON INFORMATION

No Principal on record.

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S): No

TRADEMARK
REEL: 007982 FRAME: 0005' -

APPROVED AND FILED
DIEGO MORALES
INDIANA SECRETARY OF STATE
01/25/2023 02:10 PM

SIGNATURE

THE UNDERSIGNED AFFIRMS THAT THE PLAN OF CONVERSION HAS BEEN DULY AUTHORIZED AS REQUIRED BY INDIANA LAW.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **January 25, 2023**

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

SIGNATURE

Kole M. Brinegar

TITLE

Authorized Agent

Business ID : 192822-024

Filing No. : 9724295

**ARTICLES OF ENTITY CONVERSION
OF
BATESVILLE SERVICES, INC.
INTO
BATESVILLE SERVICES, LLC**

Batesville Services, Inc., an Indiana corporation, desiring to convert pursuant to the provisions of Indiana Code 23-0.6-4, hereby sets forth the following facts:

ARTICLE I

Section 1.01. Name of the entity.

- a) The name of the entity immediately before filing these Articles of Conversion is Batesville Services, Inc.
- b) The name of the entity immediately after filing these Articles of Conversion is Batesville Services, LLC.

Section 1.02. Entity type.

- a) The entity type immediately before filing these Articles of Conversion is a corporation.
- b) The entity type immediately after filing these Articles of Conversion is a limited liability company.

Section 1.03. Jurisdiction.

- a) The jurisdiction of formation immediately before filing these Articles of Conversion is Indiana.
- b) The jurisdiction of formation immediately after filing these Articles of Conversion is Indiana.

ARTICLE II

The Conversion shall be effective upon the filing of this Articles of Conversion with the Secretary of State of the State of Indiana.

ARTICLE III

The Articles of Organization of the surviving limited liability company are attached hereto and made a part hereof as Exhibit A.

ARTICLE IV

This conversion was approved in accordance with Indiana Code 23-0.6.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned duly authorized representative of the entity executes these Articles of Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true, this 25th day of January, 2023.

BATESVILLE SERVICES, INC.



Christopher H. Trainor, President

EXHIBIT A
ARTICLES OF ORGANIZATION

(See attached.)

Exhibit A

ARTICLES OF ORGANIZATION OF BATESVILLE SERVICES, LLC

The undersigned, acting as the Organizer of a limited liability company under the Indiana Business Flexibility Act, as amended (the "Act"), hereby adopts these Articles of Organization for Batesville Services, LLC (the "Company"):

ARTICLE I.

Name and Principal Office

Section 1.01. Name. The name of the Company is Batesville Services, LLC.

Section 1.02. Principal Office. The principal office of the Company shall be located at One Batesville Boulevard, Batesville, Indiana 47006.

ARTICLE II.

Registered Office and Registered Agent

The street address of the initial registered office of the Company in the State of Indiana is One Batesville Boulevard, Batesville, Indiana 47006. The name of the initial registered agent of the Company at the registered office is Nicholas R. Farrell.

The undersigned represents that the registered agent has consented to the appointment of registered agent.

ARTICLE III.

Duration

Unless sooner dissolved in accordance with the Company's Operating Agreement or the Act, the duration of the Company shall be perpetual.

ARTICLE IV.

Purpose

The purposes of the Company shall be to engage in and do any act in furtherance of any and all lawful businesses and activities for which limited liability companies may be organized under the Act.

ARTICLE V.

Member Management

The Company is to be managed by its Member in accordance with the Company's Operating Agreement and the Act.

ARTICLE VI.

Transferability

A Member of the Company may transfer his, her or its interest in the Company only in accordance with the provisions of the Company's Operating Agreement and the Act.

ARTICLE VII.

Indemnification

(a) To the greatest extent not inconsistent with the laws and public policies of Indiana the Company shall indemnify any Member, Manager or Organizer (any such Member, Manager or Organizer and any responsible officers, partners, shareholders, members, directors, or managers of such Member, Manager or Organizer which is an entity, hereinafter being referred to as the "Indemnified Person") made a Party (as hereinafter defined) to any Proceeding (as hereinafter defined) because such Person (as hereinafter defined) is or was a Member, Manager or Organizer (or a responsible officer, partner, shareholder, member, director, or manager thereof), as a matter of right, against all Liability (as hereinafter defined) incurred by such Person in connection with any Proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such Person is permissible in the circumstances because the Person has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable Expenses (as hereinafter defined) incurred by such a Person in connection with any such Proceeding in advance of final disposition thereof if (i) the Person furnishes the Company a written affirmation of the Person's good faith belief that he, she or it has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the Person furnishes the Company a written undertaking, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that such Person did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the Person subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a Person who is wholly successful, on the merits or otherwise, in the defense of any such Proceeding, as a matter of right, against reasonable Expenses incurred by the Person in connection with the Proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a Person for indemnification or advancement of Expenses, as the case may be, the Company shall expeditiously determine whether the Person is entitled thereto in accordance with this Article. The indemnification and advancement of

Expenses provided for under this Article shall be applicable to any Proceeding arising from acts or omissions occurring before or after the adoption of this Article. However, indemnification or reimbursement for Expenses related to establishing or enforcing a right to indemnification under this Article, applicable law or otherwise is available only if such Person prevails on the claim for indemnification.

(b) The Company shall have the power, but not the obligation, to indemnify any Person who is or was an employee or agent of the Company to the same extent as if such Person was an Indemnified Person as defined in paragraph (a) of this Article.

(c) Indemnification of a Person is permissible under this Article only if (i) such Person conducted himself, herself or itself in good faith, (ii) such Person reasonably believed that his, her or its conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such Person had no reasonable cause to believe his, her or its conduct was unlawful. Indemnification is not permissible against liability to the extent such Liability is the result of the Person's willful misconduct, recklessness, violation of the Company's Operating Agreement or any improperly obtained financial or other benefit to which the Person was not legally entitled. The termination of a Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Person did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of Expenses is permissible shall be made by (i) a majority in interest of the Members (including any interested Member); or (ii) independent special legal counsel selected in accordance with (d)(i) above.

(e) Any Indemnified Person who is a Party to a Proceeding may apply for indemnification from the Company to the court, if any, conducting the Proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a Proceeding in which the Person is wholly successful, on the merits or otherwise, the Person is entitled to indemnification under this Article, in which case the court shall order the Company to pay the Person his, her or its reasonable Expenses incurred to obtain such court ordered indemnification; or

(ii) The Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Person met the standard of conduct set forth in paragraph (c) of this Article.

(f) A Person is considered to be serving an employee benefit plan at the Company's request if the Person's duties to the Company also impose duties on, or otherwise involve services by, the Person to the plan or to participants in or beneficiaries of the plan. Indemnification shall also be provided for a Person's conduct with respect to an employee benefit plan if the Person reasonably believed his, her or its conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or

advancement of Expenses to any such Person or any Person who is or was serving at the Company's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance Expenses to any Person. It is the intent of this Article to provide indemnification to such a Person to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation, negligence, breach of duty, waste, breach of contract (except to the extent the claim relates to the Operating Agreement or a contract between the Company and that Member or Manager), breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(h) For purposes of this Article:

(i) The term "Expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(ii) The term "Liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses incurred with respect to a Proceeding.

(iii) The term "Party" includes a Person who was, is or is threatened to be made a named defendant or respondent in a Proceeding.

(iv) The term "Person" includes any natural person and any type of legal entity.

(v) The estate or personal representative of a natural person Entitled to indemnification or advancement of expenses shall be entitled hereunder to indemnification and advancement of expenses to the same extent as such natural person.

(vi) The term "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(i) The Company may purchase and maintain insurance for its benefit, the benefit of any Person who is entitled to indemnification under this Article, or both, against any Liability asserted against or incurred by such Person in any capacity or arising out of such Person's service

with the Company, whether or not the Company would have the power to indemnify such Person against such Liability.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, as Organizer of the Company, executes these Articles of Organization on this 25th day of January, 2023.

/s/ Kole M. Brinegar
Kole M. Brinegar, Organizer

ARTICLES OF ORGANIZATION OF BATESVILLE SERVICES, LLC

The undersigned, acting as the Organizer of a limited liability company under the Indiana Business Flexibility Act, as amended (the "Act"), hereby adopts these Articles of Organization for Batesville Services, LLC (the "Company"):

ARTICLE I.

Name and Principal Office

Section 1.01. Name. The name of the Company is Batesville Services, LLC.

Section 1.02. Principal Office. The principal office of the Company shall be located at One Batesville Boulevard, Batesville, Indiana 47006.

ARTICLE II.

Registered Office and Registered Agent

The street address of the initial registered office of the Company in the State of Indiana is One Batesville Boulevard, Batesville, Indiana 47006. The name of the initial registered agent of the Company at the registered office is Nicholas R. Farrell.

The undersigned represents that the registered agent has consented to the appointment of registered agent.

ARTICLE III.

Duration

Unless sooner dissolved in accordance with the Company's Operating Agreement or the Act, the duration of the Company shall be perpetual.

ARTICLE IV.

Purpose

The purposes of the Company shall be to engage in and do any act in furtherance of any and all lawful businesses and activities for which limited liability companies may be organized under the Act.

ARTICLE V.

Member Management

The Company is to be managed by its Member in accordance with the Company's Operating Agreement and the Act.

ARTICLE VI.

Transferability

A Member of the Company may transfer his, her or its interest in the Company only in accordance with the provisions of the Company's Operating Agreement and the Act.

ARTICLE VII.

Indemnification

(a) To the greatest extent not inconsistent with the laws and public policies of Indiana the Company shall indemnify any Member, Manager or Organizer (any such Member, Manager or Organizer and any responsible officers, partners, shareholders, members, directors, or managers of such Member, Manager or Organizer which is an entity, hereinafter being referred to as the "Indemnified Person") made a Party (as hereinafter defined) to any Proceeding (as hereinafter defined) because such Person (as hereinafter defined) is or was a Member, Manager or Organizer (or a responsible officer, partner, shareholder, member, director, or manager thereof), as a matter of right, against all Liability (as hereinafter defined) incurred by such Person in connection with any Proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such Person is permissible in the circumstances because the Person has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable Expenses (as hereinafter defined) incurred by such a Person in connection with any such Proceeding in advance of final disposition thereof if (i) the Person furnishes the Company a written affirmation of the Person's good faith belief that he, she or it has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the Person furnishes the Company a written undertaking, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that such Person did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the Person subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a Person who is wholly successful, on the merits or otherwise, in the defense of any such Proceeding, as a matter of right, against reasonable Expenses incurred by the Person in connection with the Proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a Person for indemnification or advancement of Expenses, as the case may be, the Company shall expeditiously determine whether the Person is entitled thereto in accordance with this Article. The indemnification and advancement of

Expenses provided for under this Article shall be applicable to any Proceeding arising from acts or omissions occurring before or after the adoption of this Article. However, indemnification or reimbursement for Expenses related to establishing or enforcing a right to indemnification under this Article, applicable law or otherwise is available only if such Person prevails on the claim for indemnification.

(b) The Company shall have the power, but not the obligation, to indemnify any Person who is or was an employee or agent of the Company to the same extent as if such Person was an Indemnified Person as defined in paragraph (a) of this Article.

(c) Indemnification of a Person is permissible under this Article only if (i) such Person conducted himself, herself or itself in good faith, (ii) such Person reasonably believed that his, her or its conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such Person had no reasonable cause to believe his, her or its conduct was unlawful. Indemnification is not permissible against liability to the extent such Liability is the result of the Person's willful misconduct, recklessness, violation of the Company's Operating Agreement or any improperly obtained financial or other benefit to which the Person was not legally entitled. The termination of a Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Person did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of Expenses is permissible shall be made by (i) a majority in interest of the Members (including any interested Member); or (ii) independent special legal counsel selected in accordance with (d)(i) above.

(e) Any Indemnified Person who is a Party to a Proceeding may apply for indemnification from the Company to the court, if any, conducting the Proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a Proceeding in which the Person is wholly successful, on the merits or otherwise, the Person is entitled to indemnification under this Article, in which case the court shall order the Company to pay the Person his, her or its reasonable Expenses incurred to obtain such court ordered indemnification; or

(ii) The Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Person met the standard of conduct set forth in paragraph (c) of this Article.

(f) A Person is considered to be serving an employee benefit plan at the Company's request if the Person's duties to the Company also impose duties on, or otherwise involve services by, the Person to the plan or to participants in or beneficiaries of the plan. Indemnification shall also be provided for a Person's conduct with respect to an employee benefit plan if the Person reasonably believed his, her or its conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or

advancement of Expenses to any such Person or any Person who is or was serving at the Company's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance Expenses to any Person. It is the intent of this Article to provide indemnification to such a Person to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation, negligence, breach of duty, waste, breach of contract (except to the extent the claim relates to the Operating Agreement or a contract between the Company and that Member or Manager), breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(h) For purposes of this Article:

(i) The term "Expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(ii) The term "Liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses incurred with respect to a Proceeding.

(iii) The term "Party" includes a Person who was, is or is threatened to be made a named defendant or respondent in a Proceeding.

(iv) The term "Person" includes any natural person and any type of legal entity.

(v) The estate or personal representative of a natural person Entitled to indemnification or advancement of expenses shall be entitled hereunder to indemnification and advancement of expenses to the same extent as such natural person.

(vi) The term "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(i) The Company may purchase and maintain insurance for its benefit, the benefit of any Person who is entitled to indemnification under this Article, or both, against any Liability asserted against or incurred by such Person in any capacity or arising out of such Person's service

with the Company, whether or not the Company would have the power to indemnify such Person against such Liability.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, as Organizer of the Company, executes these Articles of Organization on this 25th day of January, 2023.

/s/ Kole M. Brinegar
Kole M. Brinegar, Organizer