

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Vantage Partners 2026 Kingston, LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Advanced Registered Agents, LLC

Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

1544 South Main Street Fyffe, AL 35971

***COUNTY** of above address: DEKALB

Mailing address **in Alabama** of registered office (if different from street address):

P.O. Box 170 Fyffe, AL 35971

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-247-250	DLL
Date	04/13/2026
Time	10:12:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 4 / 13 / 2026 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 12 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

4 / 13 / 2026
Date (MM/DD/YYYY)

Lea Hicks

Signature as required by 10A-5A-2.04

Organizer

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Vantage Partners 2026 Kingston, LLC

This name reservation is for the exclusive use of Lea Hicks, PO Box 919,
Guntersville, AL 35976 for a period of one year beginning April 13, 2026 and
expiring April 13, 2027



RES284066

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

April 13, 2026

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

**LIMITED LIABILITY COMPANY AGREEMENT
OF
VANTAGE PARTNERS 2026 KINGSTON, LLC**

THE UNDERSIGNED, The Vantage Group, LLC (the “Member”), and Vantage Partners 2026 Kingston, LLC, an Alabama limited liability company (the “Company”), are executing this Limited Liability Company Agreement is effective as of the formation of the Company (the “Agreement”) pursuant to the provisions of the Alabama Limited Liability Company Law, Title 10A, Chapters 1 (to the extent applicable to limited liability companies) and 5A of the Code of Alabama (1975), as amended (the “Alabama Law”), and do hereby certify as follows:

1. **Name; Formation.** The name of the Company shall be Vantage Partners 2026 Kingston, LLC or such other name as the Member may from time to time hereafter designate. The formation of the Company in accordance with the Alabama Law is hereby confirmed. The Certificate of Formation of the Company was filed with the Alabama Secretary of State/Judge of Probate of DeKalb County, Alabama (the “Certificate of Formation”).

2. **Definitions; Rules of Construction.** In addition to terms otherwise defined herein, the following terms are used herein as defined below:

“Capital Contribution” means, with respect to any Member, the amount and/or agreed value of money or property contributed by such Member to the Company in accordance with Section 9 hereof.

“Event of Withdrawal of a Member” means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

“Interest” means the ownership interest of a Member in the Company (which shall be considered personal property for all purposes), consisting of (i) such Member’s Percentage Interest in profits, losses, allocations and distributions, (ii) such Member’s right to vote or grant or withhold consents with respect to Company matters as provided herein or in the Alabama Law and (iii) such Member’s other rights and privileges as herein provided.

“Majority in Interest of the Members” means Members whose Percentage Interests aggregate to greater than fifty percent of the Percentage Interests of all Members.

“Members” means the Member and all other persons or entities admitted as additional or substituted Members pursuant to this Agreement, so long as they remain Members. Reference to a “Member” means any one of the Members.

“Percentage Interest” means a Member’s share of the profits and losses of the Company and the Member’s percentage right to receive distributions of the Company’s assets. The Percentage Interest of the Member shall initially be 100 percent.

Words used herein, regardless of their number and gender, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise,

the words "hereof," "herein," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

3. **Purposes.** The purposes of the Company shall be as described in the Certificate of Formation.

4. **Offices.**

(a) The principal office of the Company, and such additional offices as the Members may determine to establish, shall be located at such place or places inside or outside the State of Alabama as the Members may designate from time to time.

(b) The registered office of the Company in the State of Alabama shall be as determined by the Member from time to time. The registered agent of the Company for service of process at such address shall be as determined by the Member from time to time. Initially the agent shall be Advanced Registered Agents, LLC at 1544 Main Street, Fyffe, AL 35971.

5. **Members.** The name and address of the Member of the Company is The Vantage Group, LLC, 1544 South Main Street, Fyffe, Alabama, 35971.

6. **Term.** The Company shall continue until dissolved and terminated in accordance with Section 14 of this Agreement.

7. **Management of the Company.**

(a) The Members shall have the right to manage the business of the Company, and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company. The Members may appoint, employ, or otherwise contract with any persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Members may delegate to any such person (who may be designated an officer of the Company) or entity such authority to act on behalf of the Company as the Members may from time to time deem appropriate.

(b) Except as to actions herein specified to be taken by all the Members or by the Members acting unanimously, the duties and powers of the Members may be exercised by a Majority in Interest of the Members (or by any Member acting pursuant to authority delegated by a Majority in Interest of the Members).

(c) Any Member, when authorized by all Members, may execute and file on behalf of the Company with the Judge of Probate of De Kalb County, Alabama or the Secretary of State of the State of Alabama, as the case may be, any articles of amendment to the Certificate of Formation, one or more restated or amended and restated Certificate of Formation and any other certificate or filings provided for in the Alabama Law.

(d) The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officer(s) by the Member or as otherwise provided in Section 8. Any such officer shall act pursuant to such delegated authority until such officer is removed by

the Member. Any action taken by an officer designated by the Member pursuant to authority delegated to such officer shall constitute the act of, and shall serve to bind, the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her. The Member may remove any officer designated by the Member without having to amend this Agreement to effect such removal.

8. Officers.

(a) The Company may have a president, a secretary, a treasurer, and such other officers as may be designated by the Members or appointed as provided in this Section 8. Each officer shall serve at the pleasure of the Members. The same individual may hold any two or more offices, provided that no officer shall execute any document, agreement, certificate or other instrument on behalf of the Company in more than one capacity. The persons set forth on Exhibit A attached hereto are hereby elected to serve as the initial officers of the Company, in the respective capacities set forth therein, until their respective successors shall have been duly chosen and qualified, or until their earlier death, resignation or removal. The Members may amend Exhibit A to reflect any changes in the officers.

(b) If appointed, the president shall be the chief executive officer of the Company and shall have general and active management of the operation of the Company subject to the authority of the Members. The president shall be responsible for the administration of the Company, including general supervision of the policies of the Company and general and active management of the financial affairs of the Company.

(c) If appointed, the president and vice president may execute bonds, mortgages, contracts or other documents in the name and on behalf of the Company.

(d) If appointed, the Company may have one or more vice presidents, who shall perform such duties and have such powers as may be delegated by the Members or the president.

(e) If appointed, the secretary shall keep minutes of all meetings of the Members and have charge of the minute books, shall be responsible for authenticating records of the Company, and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the president or the Members.

(f) If appointed, the treasurer shall be responsible for the management of the financial affairs of the Company and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the president or the Members.

(g) The president may appoint, or the Members may elect, assistants to the secretary and treasurer and such other officers as he, she or they may designate from time to time and may delegate to such officers such duties and such powers as the president or the Members might deem advisable.

(h) The officers shall act consistent with an obligation of good faith and fair dealing. No officer shall have any liability to the Company or any Member for any loss suffered by the Company or any Member that arises out of any act or omission by the officer, except loss

or damage resulting from actual fraud, gross negligence, or willful or wanton misconduct, or a transaction for which the officer received a personal benefit in violation or breach of the provisions of this Agreement, the Alabama Law or his or her obligation to the Company.

9. **Capital Contributions; Capital Accounts; Administrative Matters.**

(a) The Member may, but shall have no obligation to, make any capital contributions to the Company as the Member shall determine in its sole discretion.

(b) At any time that the Company has more than one Member, it is the intention of the Members that the Company shall be taxed as a “partnership” for federal, state, local and foreign income tax purposes, and the following provisions shall apply:

(i) A single, separate capital account shall be maintained for each Member. Each Member’s capital account shall be credited with the amount of money and the fair market value of property (net of any liabilities secured by such contributed property that the Company assumes or takes subject to) contributed by that Member to the Company, the amount of any Company liabilities assumed by such Member (other than in connection with a distribution of Company property), and such Member’s distributive share of Company profits (including tax exempt income). Each Member’s capital account shall be debited with the amount of money and the fair market value of property (net of any liabilities that such Member assumes or takes subject to) distributed to such Member, the amount of any liabilities of such Member assumed by the Company (other than in connection with a contribution) and such Member’s distributive share of Company losses (including items that may be neither deducted nor capitalized for federal income tax purposes).

(ii) Notwithstanding any provision of this Agreement to the contrary, each Member’s capital account shall be maintained and adjusted in accordance with the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), and the regulations thereunder (the “Regulations”), including, without limitation, (x) the adjustments permitted or required by Internal Revenue Code Section 704(b) and, to the extent applicable, the principles expressed in Internal Revenue Code Section 704(c) and (y) adjustments required to maintain capital accounts in accordance with the “substantial economic effect test” set forth in the Regulations under Internal Revenue Code Section 704(b).

(iii) Any Member, including any substitute Member, who shall receive an Interest (or whose Interest shall be increased) by means of a transfer to him of all or a part of the Interest of another Member, shall have a capital account that reflects the capital account associated with the transferred Interest (or the applicable percentage thereof in case of a transfer of a part of an Interest).

(iv) The fiscal year of the Company shall be a calendar year. The books and records of the Company shall be maintained in accordance with generally accepted accounting principles and Section 704(b) of the Internal Revenue Code and the Regulations.

(v) All items of Company income, gain, loss, deduction, credit or the like shall be allocated among the Members in accordance with their respective Percentage Interests.

(c) At any time that the Company has only one Member, it is the intention of the Member that the Company shall be disregarded for federal, state, local and foreign income tax purposes and that all items of income, gain, loss, deduction, credit or the like of the Company shall be treated as items of income, gain, loss, deduction, credit or the like of the Member.

10. **Resignation.** No Member shall have the right voluntarily to resign from the Company except with the consent of all of the other Members and upon such terms and conditions as may be specifically agreed upon between such other Members and the resigning Member.

11. **Additional Members.** The Members, acting unanimously, shall have the right to admit additional Members upon such terms and conditions, at such time or times, and for such Capital Contributions as shall be determined by all of the Members; and in connection with any such admission, the Members shall amend this Agreement to reflect the name, address and Capital Contribution of the additional Member and any agreed upon changes in Percentage Interests.

12. **Distributions.** Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Members acting unanimously may determine. Distributions shall be made to (and profits and losses shall be allocated among) Members pro rata in accordance with their respective Percentage Interests.

13. **Return of Capital.** No Member shall have any liability for the return of any Member's Capital Contribution which Capital Contribution shall be payable solely from the assets of the Company.

14. **Dissolution.** Subject to the provisions of Section 15 of this Agreement, the Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

(a) The determination of all of the Members to dissolve the Company; or

(b) The occurrence of an Event of Withdrawal of a Member or any other event causing a dissolution of the Company under of the Alabama Law.

15. **Continuation of the Company.** Notwithstanding the provisions of Section 14(b) hereof, the occurrence of an Event of Withdrawal of a Member shall not dissolve the Company if, within ninety days after the occurrence of such event of withdrawal, the business of the Company is continued by the agreement of all remaining Members.

16. **Limitation on Liability.** The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

17. **Standard of Care; Indemnification of Members, Officers, Employees and Agents.**

(a) To the fullest extent permitted by the Alabama Law, no Member shall have any personal liability whatsoever to the Company or any other Member on account of such

Member's status as a Member or by reason of such Member's acts or omissions in connection with the conduct of the business of the Company; provided, however, that nothing contained herein shall protect any Member against any liability to the Company or the Members to which such Member would otherwise be subject by reason of (i) any act or omission of such Member that involves actual fraud, gross negligence, or willful or wanton misconduct, or (ii) any transaction from which such Member derived improper personal benefit.

(b) The Company shall indemnify and hold harmless each Member and the affiliates of any Member (each an "Indemnified Person") against any and all losses, claims, damages, expenses and liabilities (including, but not limited to, any investigation, legal and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any action, suit, proceeding or claim) of any kind or nature whatsoever that such Indemnified Person may at any time become subject to or liable for by reason of the formation, operation or termination of the Company, or the Indemnified Person's acting as a Member under this Agreement, or the authorized actions of such Indemnified Person in connection with the conduct of the affairs of the Company (including, without limitation, indemnification against negligence, gross negligence or breach of duty); provided, however, that no Indemnified Person shall be entitled to indemnification if and to the extent that the liability otherwise to be indemnified for results from (i) any act or omission of such Indemnified Person that involves actual fraud, knowing violation of law or intentional misconduct or (ii) any transaction from which such Indemnified Person derived improper personal benefit. The indemnities provided hereunder shall survive termination of the Company and this Agreement. Each Indemnified Person shall have a claim against the property and assets of the Company for payment of any indemnity amounts from time to time due hereunder, which amounts shall be paid or properly reserved for prior to the making of distributions by the Company to Members. Costs and expenses that are subject to indemnification hereunder shall, at the request of any Indemnified Person, be advanced by the Company to or on behalf of such Indemnified Person prior to the final resolution of a matter, so long as such Indemnified Person shall have provided the Company with a written undertaking to reimburse the Company for all amounts so advanced if it is ultimately determined that the Indemnified Person is not entitled to indemnification hereunder.

(c) The contract rights to indemnification and to the advancement of expenses conferred in this Section 17 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, agreement, vote of the Members or otherwise.

(d) The Company may maintain insurance, at its expense, to protect itself and any Member, employee or agent of the Company or another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Alabama Law.

(e) Any officers appointed or designated pursuant to and in accordance with Section 8 shall have rights to indemnification and to advancement of expenses to the fullest extent of the provisions of this Section 17 with respect to the indemnification and advancement of expenses of Members of the Company, and the Company may, to the extent authorized from time to time by the Members, grant rights to indemnification and to advancement of expenses to any other officer, employee or agent of the Company to the fullest extent of the provisions of this

Section 17 with respect to the indemnification and advancement of expenses of Members of the Company.

18. **Amendments.** This Agreement may be amended only upon the written consent of all Members.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Alabama without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, effective as of the date and year first above written.

MEMBER:

The Vantage Group, LLC, an Alabama limited liability company

By: 
Lowell R. Barron II
Managing Member/President

COMPANY:

Vantage Partners 2026 Kingston, LLC, an Alabama limited liability company

By: The Vantage Group, LLC, an Alabama limited liability company its Sole Member
By: 
Lowell R. Barron II
Managing Member/President

EXHIBIT A

OFFICERS

Name

Title

Lowell R. Barron II
Jordan Wilson

President, Treasurer and Secretary
Vice President

ARTICLES OF ORGANIZATION
OF
THE VANTAGE GROUP, LLC,
an Alabama Limited Liability Company

June 2003

**ARTICLES OF ORGANIZATION
OF
THE VANTAGE GROUP, LLC,
an Alabama Limited Liability Company**

Pursuant to the Alabama Limited Liability Company Act (the "Act"), the undersigned hereby adopts the following Limited Liability Company Articles of Organization:

**ARTICLE I
NAME**

The name of the limited liability company (the "Company") is "THE VANTAGE GROUP, LLC."

**ARTICLE II
DURATION**

The existence of the Company shall be perpetual.

**ARTICLE III
PURPOSES**

The Company's purposes are to establish and own companies engaged in active legal businesses such as sales; the management, development, and construction of real properties; and to do everything necessary, proper, advisable or convenient for the accomplishment of such purposes, and to do all other things incidental to such purposes or in connection with such purposes that are not prohibited by law. In extension and not in limitation of the purposes specifically enumerated, the Company is authorized and empowered to engage in any lawful business in which limited liability companies may engage under the Act.

**ARTICLE IV
INITIAL REGISTERED OFFICE AND AGENT**

The location of the initial registered office of the Company is 1544 Main Street, Fyffe, Alabama 35971. The mailing address of the initial registered

Sec of State 40.00
Judge of Prob 35.00

office of the Company is Post Office Box 170, Fyffe, Alabama 35971. The name of the initial registered agent for the Company at that address is Lowell Ray Barron II.

ARTICLE V
INITIAL MEMBERS

The name and mailing address of the initial member of the Company are:

Lowell R. Barron II
Post Office Box 170
Fyffe, Alabama 35971

ARTICLE VI
ADMISSION OF ADDITIONAL MEMBERS

No person may be admitted as an additional member without the unanimous consent of the members.

ARTICLE VII
ORGANIZER

The name and mailing address of the organizer of the Company are:

Lowell R. Barron II
Post Office Box 170
Fyffe, Alabama 35971

ARTICLE VIII
MANAGEMENT

The Company shall be managed by a manager or managers. The name and mailing address of the initial manager are:

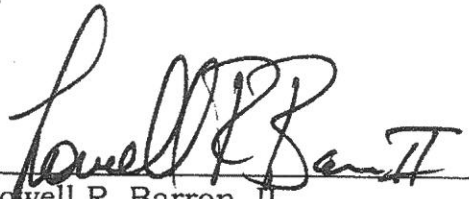
Lowell R. Barron II
Post Office Box 65
Fyffe, Alabama 35971

**ARTICLE IX
AMENDMENTS**

Any amendment to these Articles of Organization shall require approval of all of the members.

**ARTICLE X
EXECUTION AND DATE**

These Articles of Organization are executed by the organizer on the 7 day of July, 2003.



Lowell R. Barron, II
Initial Managing Member

Sworn to and acknowledged before me this the 7th
day of July, 2003.



Notary Public
My Commission Expires 1-06-04

STATE OF ALA. DEKALB CO.
I CERTIFY THIS


JUDGE OF PROBATE
000013 02181-184
03 JUL - 8 PM 1:05
REC. BK. & PAGE AS SHOWN ABOVE

**The Vantage Group, LLC Board of Member Group
Resolution of July 3, 2003.**

WHEREAS THE VANTAGE GROUP, LLC (hereinafter "Company") is wholly owned and managed by Lowell R. Barron II.

WHEREAS THE VANTAGE GROUP, LLC will engage in a vigorous business greatly demanding of the time of its manager or officers.

WHEREAS the business of THE VANTAGE GROUP, LLC demands that credit be readily available, documents be executed for the benefit of the Company, and other actions and agreements be ratified by employees and subordinate officers of the Company without the necessity of the signature of the managers or officers of The Vantage Group, LLC so that the Company may efficiently conduct its business.

WHEREAS the business of THE VANTAGE GROUP, LLC is so intricate and demanding that the Company is in need of additional officers to aid in the major decision-making processes, general governance, and assured continuity of Group of the Company.

IT IS RESOLVED that Lowell R. Barron II be, and hereby is, authorized and imbued with the power and ability to borrow funds for the use in the business of the Company and to, thereby cause the Company to become so indebted and committed to repayment of such funds, by his signature of loan or credit documents or pledge as the President of THE VANTAGE GROUP, LLC.

IT IS FURTHER RESOLVED that Jay Ronca be, and hereby is, authorized and imbued with the power to execute documents on behalf of the Company, ratify actions and agreements on behalf of the Company, and take all actions necessary for the efficient day-to-day operation as the Vice-President of the Company. Jay Ronca's execution and ratification power for the Company shall bind the Company to perform the agreements so

executed or ratified; however, this execution and ratification power of Jay Ronca shall not extend to the procurement of credit or borrowed funds in the name of and on the account of the Company.

IT IS FURTHER RESOLVED that Bambi Luther be, and hereby is, authorized and imbued with the power to deal with the accounts and finances of the Company as Treasurer.

IT IS FURTHER RESOLVED that Joan Patterson is hereby authorized to keep all official minutes of the meetings of officers and to undertake all other administrative duties on behalf of the Company.

ATTESTED:

By:


Lowell R. Barro II
Member Manager
Post Office Box 170
Fyffe, Alabama 35971

Date:

July 3, 2003

**OPERATING AGREEMENT FOR
THE VANTAGE GROUP, LLC.**

THIS OPERATING AGREEMENT (hereinafter referred to as this Agreement) is made as of the 7 day of July, 2003 by and among the signatories identified on the signature pages hereto.

IN CONSIDERATION OF the mutual promises of the parties hereto and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. NAME

The name of the limited liability company shall be "THE VANTAGE GROUP, LLC."

2. PURPOSE

The purpose for which the limited liability company is formed is for any lawful purpose or purposes.

3. REGISTERED OFFICE AND AGENT

The name of the registered agent of the limited liability company shall be Lowell R. Barron II. The registered office of the limited liability company shall be located at Post Office Box 170, 1544 Main Street, Fyffe, Alabama 35971.

4. FILING OF ARTICLES OF ORGANIZATION

The members of the limited liability company shall:

(a) promptly file a duly executed original copy of the Articles of Organization of the limited liability company, together with one or more additional copies thereof as appropriate, with the Secretary of State of Alabama (the "**Secretary**") and in such other place or places as may be required by law; and

(b) tender and pay all fees, charges and do all other things requisite for the due formation of the limited liability company pursuant to the laws of the State of Alabama.

5. TERM

The limited liability company shall be deemed formed at the time of the filing of the Articles of Organization with the DeKalb County Probate Judge and shall continue in perpetual duration and existence from the date of filing, unless sooner terminated pursuant to the further provisions of this Agreement.

6. INTERESTS AND CONTRIBUTIONS OF MEMBERS

6.1 The initial member of the limited liability company is Lowell R. Barron II, 1544 Main Street, Post Office Box 170, Fyffe, Alabama 35971. Lowell R. Barron II is the sole member and the owner of One Hundred Percent (100%) of the membership shares of the limited liability company and shall, at the same time as the execution of this Agreement, contribute to the limited liability company cash in the amount of Six Thousand Dollars (\$6,000.00).

6.2 The initial contribution of each member shall be contributed to the limited liability company upon execution of this Agreement by such member.

6.3 An individual capital account shall be maintained for each member. The capital account of each member shall consist of such member's initial contribution, increased by:

- (a) additional contributions made by such member, and
- (b) such member's share of the limited liability company's net profits,

and decreased by:

- (i) distributions made to such member, and
- (ii) such member's share of the limited liability company's losses,

all in accordance with any applicable provision of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any rule or regulation thereunder.

6.4 No additional contributions have been agreed to as of the date of this Agreement, and none shall be required or permitted without the unanimous written consent of all the members.

6.5 Except as set forth in Article 13.3, a member shall not receive from the limited liability company any part or all of his or her contribution to capital until:

- (a) all liabilities of the limited liability company, except liabilities to members on account of their contributions to capital, have been paid or there remains property of the limited liability company sufficient to pay them;

(b) the consent of all members is had, unless the return of the contribution to capital may be rightfully demanded as provided herein; and

(c) the Articles of Organization or this Agreement are cancelled or so amended as to set out the withdrawal or reduction of the contributions of capital.

6.6 Subject to the provisions of Article 6.5, a member may rightfully demand the return of his or her contribution only upon the dissolution of the limited liability company.

6.7 The limited liability company shall have the discretion to distribute cash, notes, property or a combination thereof to a member in return for his or her contribution to capital as it deems appropriate.

6.8 A member of the limited liability company may have the limited liability company dissolved and its affairs wound up when:

(a) the member rightfully but unsuccessfully has demanded the return of his or her contribution to capital; or

(b) the other liabilities of the limited liability company have not been paid, or the limited liability company's property is insufficient for their payment and the member would otherwise be entitled to the return of his or her contribution.

7. ALLOCATION OF PROFITS AND LOSSES

7.1 For purposes of this Agreement and until determined otherwise by the managers of the limited liability company, in such managers' sole discretion, the term "fiscal year" shall mean the calendar year.

7.2 The profits and losses of the limited liability company shall be determined for each fiscal year of the limited liability company in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner and shall be deemed to have been earned ratably during the fiscal year. For purposes of Sections 702 and 704 of the Code or the corresponding sections of any future internal revenue law or any similar tax law of any state or jurisdiction, and for such purposes only, the determination of each member's distributive share of all items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in proportion to the amounts of the members' respective percentage interests in the limited liability company during such period or year.

7.3 The profits of the limited liability company shall be shared among the

members, and the losses of the limited liability company shall be borne by the members in proportion to each member's respective percentage interest in the limited liability company.

8. DISTRIBUTIONS

8.1 To the fullest extent allowed by the Alabama Limited Liability Company Act (the "**Act**"), the Net Cash Flow, if any, of the limited liability company shall be distributed at least annually among the members in proportion to each member's respective percentage interest in the limited liability company. For such purpose, "Net Cash Flow" shall mean:

(a) For each calendar year, all cash income and receipts of whatsoever nature or kind received by the limited liability company less all costs and expenses incurred or paid by, and all net additions to reserves of, the limited liability company (whether operating or capital costs, and including without limitation, all costs, payments upon the principal of any indebtedness, secured or unsecured, of the limited liability company, expenditures for capital improvement, additions or replacements and any other expenditures which are not deductible in arriving at the limited liability company's federal taxable income, such as expenses for repairs and reserves to meet anticipated expenses as the managers shall deem to be reasonably necessary); plus

(b) Any other funds deemed by the manager to be available for distribution.

8.2 The net proceeds from the sale of all or any portion of any real property of the limited liability company shall be distributed to the members in proportion to each member's respective percentage in the limited liability company.

9. DESIGNATION OF MANAGER

9.1 For the purpose of conducting the business and affairs of the limited liability company, the Limited Liability Company members shall act as managers until the first annual meeting of the members or until their successor is elected and qualifies. The address of the managers are as follows:

Lowell R. Barron II
Post Office Box 170
Fyffe, Alabama 35971

9.2 The managers of the limited liability company shall be elected annually at a meeting of the members or by other action of the members to be held or taken on each annual anniversary of the date of this Agreement, or as

soon thereafter as such meeting or action can be held or taken. Such person who receives the approval of those members who own an aggregate of more than fifty percent (50%) of the total percentage interests of all members of the limited liability company shall be elected manager, and the Articles of Organization shall be amended to any extent required under the Act. The number of managers may be increased or decreased as determined also by the consent of those members whose respective percentage interests in the limited liability company in the aggregate exceed fifty percent (50%) of the total percentage interests of all members of the limited liability company.

9.3 Whenever the consent or approval of the members is referred to in this Agreement, the consent or approval by sufficient members authorized to make such a decision shall be effective whether votes are cast at a meeting of members (and whether or not all of the members are in attendance at such meeting), or by formal or informal, oral or written instructions of such members, or otherwise, and such determination so made by the members shall be effective and legally binding upon all the members, regardless of the number of members who may actually vote or otherwise participate therein.

10. RIGHTS AND POWERS OF THE MANAGER

10.1 The managers shall have sole and complete control of the management and operation of the affairs and business of the limited liability company and shall operate the limited liability company for the benefit of all of the members. The signatures of one of the managers shall be sufficient to bind the limited liability company (so long as such signatory has the consent thereto of the other managers, if there is more than one manager).

10.2 The managers (acting for and on behalf and at the expense of the limited liability company), in extension and not in limitation of the rights and powers given by law or by the other provisions of this Agreement, shall, in its sole discretion, have full and entire right, power and authority in the management of the business and affairs of the limited liability company:

(a) to purchase, acquire, own, lease, manage and operate, either directly or indirectly, real estate (or any interest or interests therein), and to carry on any and all activities related thereto; and to invest and reinvest any funds or monies of the limited liability company in such property, real, personal, or mixed, as may be consistent with the purposes of the limited liability company set forth in Article 3 hereof;

(b) subject to the provisions of Article 12.2 hereof, to sell, with or without notice, at public or private sale, and to exchange, trade, transfer, assign, convey, mortgage or otherwise encumber, finance, refinance, lease for any term, pledge, appraise, or have appraised, apportion, divide in kind, borrow on, hypothecate or give options for any and all of the property of the

limited liability company, whether realty or personalty, upon such terms and conditions as the managers, in their sole discretion, may deem to be in the best interests of the limited liability company, and in so doing to execute, acknowledge, seal and deliver all necessary documents or instruments;

(c) to cause the limited liability company to participate in any capacity (whether as owner, stockholder, bondholder, creditor, partner, venturer, member, fiduciary, beneficiary or otherwise) in any business or organization or enterprise, whether incorporated or unincorporated, in any manner or form whatsoever, to the extent consistent with the purposes of the limited liability company set forth in Article 3 hereof;

(d) to employ agents, servants, employees and independent contractors to assist in or assume full responsibility for the management and operation of the business of the limited liability company, including persons related to or affiliated with the manager, and, in each such instance, to pay them reasonable compensation therefore;

(e) to commence or defend litigation with respect to the limited liability company or any of its assets or liabilities; to compromise, settle, arbitrate, or otherwise adjust claims in favor of or against the limited liability company and to insure its assets and undertakings and the managers against any and all risks;

(f) to make loans and extend credit to the limited liability company; to borrow money from any member, bank, lending institution, and other lender for any purpose of the limited liability company, and in connection therewith, issue notes, debentures or any other evidence of indebtedness and encumber the assets of the limited liability company to secure repayment of borrowed sums; and no member, bank, lending institution or other lender to which application is made for a loan by the manager shall be required to inquire as to the purposes for which such loan is sought, and as between this limited liability company and such member, bank, lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under this Agreement; and to obtain replacement or refinancing of any indebtedness or security therefore with respect to any property of the limited liability company, or to repay the same in whole or in part and whether or not a prepayment penalty may be incurred;

(g) to own, improve, develop, operate, manage and lease real estate; to construct, alter, improve, demolish or repair buildings, structures, or other improvements on such real estate; to settle boundary lines and to grant and reserve easements, covenants, rights-of-way and other rights or privileges with respect to such real estate; and to partition

and to join with co-owners and others in dealing with such real estate in any way;

(h) to make such elections under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit, and as to all other relevant matters, as the manager, in its sole discretion, deem necessary or desirable; and

(i) to make investments in government obligations, bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment or future reinvestment of the funds of the limited liability company, and to provide a source from which to meet contingencies.

10.3 To the extent permitted by the Act, all powers of the managers hereunder may be exercised by them, and any or all of such powers may be assigned or delegated by the managers to any other person or persons, including the other members of the limited liability company and other persons and entities related to or affiliated with the manager.

10.4 In addition to the specific rights and powers herein granted to the manager, the manager shall possess and may enjoy and exercise all of the rights and powers of manager as provided in the Act.

10.5 The managers or their delegate(s), as the case may be, shall devote such of their time to the business of the limited liability company as they may, in their sole discretion, deem to be necessary to conduct said business. Any of the members and any manager may engage in or possess an interest in other business ventures of every nature and description, whether or not in competition with the business of the limited liability company, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property; and neither the limited liability company nor the members shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

10.6 The limited liability company shall, to the fullest extent permitted by law, indemnify, defend and save harmless the managers and former manager(s) from any and all claims, actions, causes of action, suits, proceedings, losses, damage, liability, costs and expenses (including, without limitation, attorneys' fees and expenses, and court costs) asserted against or incurred or sustained by them by reason of any act performed by them while manager or any omission on their part while manager to act for or in behalf of the limited liability company and in furtherance of its interest provided that the managers acted in good faith and in a manner the managers reasonably believed to be in, or not opposed to,

the best interest of the limited liability company and, with respect to any criminal action or proceeding, had no reason to believe that their conduct was unlawful.

10.7 The manager shall not be liable for any mistakes in judgment or for any inadvertent failure to perform any of its obligations hereunder, or for any loss due to such mistake or failure to perform, or due to the negligence, dishonesty, fraud or bad faith of any employee or other agent of the limited liability company.

10.8 The manager, on behalf of the limited liability company, may contract with any person related to or affiliated with the manager, and the manager and such persons related to or affiliated with the limited liability company (including any of the directors, officers or employees of such person), their designees and nominees, shall not be liable to the limited liability company or to any of the members for damages, losses, liability or expenses of any nature whatsoever resulting from mistakes in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct.

10.9 Notwithstanding anything to the contrary contained herein, the manager shall not perform any act on behalf of the limited liability company without the approval of those members who own an aggregate of more than fifty percent (50%) (or 75% in the case of the last sentence of Article 12.2 below) of the total percentage interests of all members of the limited liability company, which approval may be made in writing or at a meeting of the limited liability company in accordance with Article 12.3 below; provided that each member, by its execution of this Agreement, approves of the execution, delivery and performance, from time to time, of, and directs the manager to execute, deliver and perform [identify agreements or transactions which have already been approved by a majority of the members and/or may be entered into and performed without specific approval of the members].

10.10 Unless not required by applicable law, the identification "a limited liability company" shall appear after the name of the limited liability company on all correspondence, stationery, checks, invoices and any and all documents and papers executed by the limited liability company.

11. LEGAL TITLE TO PROPERTY

Legal title to all or any portion of the property of the limited liability company shall be held in the name of "THE VANTAGE GROUP, LLC" or, to the extent allowed by the Act, in such other name as the managers, in their sole discretion, shall determine to be in the best interest of the limited liability company. Without limiting the foregoing grant of authority, to the extent permitted by the Act, the managers may arrange to have title taken and held in their own name or in the names of trustees, nominees or straw parties for the limited liability company. It is expressly understood and agreed that the manner of holding title to the property (or any part thereof) of the limited liability company

is solely for the convenience of the limited liability company, and that all such property shall be treated as property of the limited liability company, subject to the terms of this Agreement.

12. RIGHTS AND POWERS OF MEMBERS

12.1 With the exception of the managers designated in Article 9 herein and as they shall be so elected from time to time, no member of the limited liability company shall participate in the management of the business and affairs of the limited liability company, except as otherwise provided in this Agreement.

12.2 The managers of the limited liability company shall have the authority to amend this Agreement provided that any such amendment shall have received the consent of those members whose aggregate percentage interests in the limited liability company exceed fifty percent (50%) of the total percentage interests of all members of the limited liability. A sale, exchange, lease, mortgage, pledge or other transfer of any substantial assets of the limited liability company shall require consent of members whose aggregate percentage interests in the limited liability company exceed seventy-five percent (75%) of the total percentage interests of all members of the limited liability company.

12.3 Meetings of the limited liability company for any purpose shall be held at the call of the managers. All such meetings shall be held at a place designated by the managers, and notice of such location and of the date and time of the meeting shall be given by the managers to each member at least ten (10) and no more than sixty (60) days prior to such date (unless such notice is waived as to any member, by such member).

12.4 The members of the limited liability company shall have the right and the power to admit additional members upon the unanimous consent of all of the then members.

13. TRANSFERABILITY AND REDEMPTION OF INTERESTS

13.1 Except as otherwise provided in this Article 13, none of the members of the limited liability company shall have the right to transfer or assign any part or all of their interest in the limited liability company, and any purported transfer or assignment shall be void and of no force or effect, and may be ignored by the limited liability company and its members. If all members of the limited liability company other than the member proposing to dispose of his or her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the member's interest shall have no right to participate in the management of the business and affairs of the limited liability company or to become a member. In that event, the transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions, to which that member otherwise would be entitled.

13.2 Any member proposing to dispose of his or her interest must first offer such interest to the Limited Liability Company at the price at which the member proposes to dispose of the interest to a third party. Should the Limited Liability Company neglect or refuse to purchase the interest at such price, the member must then offer such interest to the other members of the Limited Liability Company at the price at which the disposing member proposes to dispose of the interest to a third party.

13.3 In the event of an assignment pursuant to this Article 13, the limited liability company shall, upon the unanimous written consent of all remaining members, continue with respect to the remaining members; appropriate adjustments shall be made to their capital accounts and percentage interests to reflect the assignment of the interest of the assignor member; and an election may be made by the managers, in their sole discretion, to adjust the basis of assets of the limited liability company.

13.4 Notwithstanding any provisions of Article 13.1, no transfer or assignment of all or any portion of a member's interest in the limited liability company shall be effective, unless the transferor or assignor delivers to the limited liability company a written opinion of counsel acceptable to the limited liability company, to the effect that:

(a) such transfer or assignment, when added to the total of all other transfers and assignments of interest in the limited liability company within the preceding twelve (12) months, would not result in the limited liability company being considered to have terminated within the meaning of Section 708 of the Code;

(b) such transferor assignment would not violate the Securities Act of 1933, as amended, or any state securities or "Blue Sky" laws applicable to the limited liability company or the interest to be transferred or assigned; and

(c) such transfer or assignment would not cause the limited liability company to lose its status as a partnership for federal income tax purposes, result in a nonexempt "prohibited transaction" as defined under Section 4975 of the Code, with respect to the limited liability company or any of its managers or members or cause the limited liability company to be subject to registration as an investment company under the Investment Company Act of 1940.

13.5 Each transferor or assignor and each transferee or assignee agrees that it will pay all reasonable expenses, including attorneys' fees, incurred by the limited liability company in connection with a transfer or assignment of all or any portion of such transferor's or assignor's interest in the limited liability company

being transferred to such transferee or assignee.

13.6 A person who is the transferee or assignee of all or any portion of the interest of a member as permitted hereby but does not become a substituted member and who desires to make a further transfer or assignment of all or any portion of such interest, shall be subject to all of the provisions of this Article 13 to the same extent and in the same manner as any member desiring to make a transfer or assignment of all or any portion of its interest.

14. DISSOLUTION

14.1 The limited liability company shall be dissolved upon the occurrence of any of the following events:

(a) by the unanimous agreement of all members, which shall be in writing;

(b) upon the death, retirement, resignation, expulsion, bankruptcy, court declaration of incompetence with respect to, or dissolution of, a member or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, unless within ninety (90) days after such the remaining member or members elect to continue the business of the limited liability company by unanimous agreement; or

(c) upon the occurrence of any other event specified in the Act.

14.2 As soon as possible following the occurrence of any of the events specified in this Article effecting the dissolution of the limited liability company, the limited liability company shall execute and file, with the Secretary, articles of dissolution in accordance the Act and in such form as shall be prescribed by the Secretary.

14.3 Upon a dissolution of the limited liability company, the assets thereof shall be liquidated, and the proceeds therefrom, together with assets distributed in kind to the extent sufficient therefore, shall be applied and distributed in order of priority as follows:

(a) First, to creditors of the limited liability company (including members who are creditors, to the extent allowed by Section 10-12-19 of the Act or otherwise permitted by law), in the order of priority provided by law, except those liabilities to members of the Limited Liability Company for interim distributions or on account of their contributions, in satisfaction of liabilities of the limited liability company;

(b) Second, to members of the limited liability company and former members for interim distributions and in respect of their

contributions; and

(c) Third, to members first for the return of their contributions and second with respect to their interests in the limited liability company, in proportions in which the members share in distributions.

14.4 The managers of the limited liability company shall not be personally liable for the return or repayment of all or any portion of the contributions of any member; any such return or repayment shall be made solely from assets of the limited liability company.

15. BANK ACCOUNTS

The funds of the limited liability company shall be deposited in such bank account or accounts as the managers shall deem appropriate, in their sole discretion, and the manager shall arrange for the appropriate conduct of such accounts. The name "THE VANTAGE GROUP, LLC" shall appear on all bank accounts in which funds of the limited liability company are deposited.

16. MISCELLANEOUS PROVISIONS

16.1 Unless otherwise provided in this Agreement, no member shall be liable to any other member or to the limited liability company for any good faith act or omission to act in the exercise of his or her judgment under the provisions of this Agreement.

16.2 Nothing herein contained shall be construed to constitute any member hereof the agent of any other member or to limit in any manner the members in the carrying on of their own respective business or activities.

16.3 The use of any gender herein shall be deemed to be or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions thereof.

16.4 This Agreement sets forth all (and are intended by all parties hereto to be an integration of all) of the covenants, promises, agreements, warranties and representations among the parties hereto with respect to the limited liability company, the business of the limited liability company and the property of the limited liability company, and there are no covenants, promises, agreements, warranties or representations, oral and written, express or implied, among them other than as set forth herein.

16.5 Nothing contained in this Agreement shall be construed as requiring the commission by any person of any act contrary to applicable law, including, without limitation, Section 4975 of the Code (to the extent applicable). Wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such manner that the provision(s) of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Articles shall not fail on account thereof, and the balance of the Articles shall continue in full force and effect.

16.6 The limited liability company shall indemnify, defend and hold harmless each member or former member of the limited liability company against expenses actually and reasonably incurred by him, her or it in connection with the defense of an action, suit or proceeding, civil or criminal, in which he, she or it is made a party by reason of being or having been such member, except in relation to matters as to which he, she or it shall be adjudged in the action, suit or proceeding to be liable for gross negligence or willful misconduct.

17. GOVERNING LAW

It is the intention of the parties hereto that this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Alabama.

18. BURDEN AND BENEFIT

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, guardians, executors, administrators, personal and legal representatives, and successors and to the assigns of the parties hereto to the extent, but only to the extent, the same is provided for in accordance with, and permitted by, the provisions of this Agreement.

19. NOTICES

Except as otherwise provided in this Agreement, any notice, consent or other communication required or permitted hereunder shall be in writing and shall be addressed, in the case of the limited liability company, to its principal place of business specified in Article 2, in the case of the manager, to its office at the location specified in Article 9.1, and, in the case of any member, to its address set forth opposite its signature below, as specified on or to such other address or person as any of the foregoing parties shall furnish to the other parties in writing; and any such communication so addressed shall be deemed to have been given when delivered by hand or on the earlier of actual receipt and three (3) business days after being sent by registered or certified mail, postage prepaid, return

receipt requested, or one (1) business day after being sent by overnight courier, telegram, or cable or on actual receipt after being sent by any means not specified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lowell R. Barron II

Lowell R. Barron II
Member Manager
Post Office Box 170
Fyffe, Alabama 35971

Sworn to and affirmed before me this 7th day of July, 2003.

Jean Patterson
Notary Public
My Commission Expires 1-06-04

ARTICLES OF INCORPORATION
OF
BARRON GROUP, INC.

DeKalb County, Alabama
Ronnie Osborn, Judge of Probate
Filed/cert. 1/31/2013 7:59 AM
TOTAL \$ 50.00
8 Pages

3050533

TYPE: CORP BOOK: 29 PAGE: 257

KNOW ALL MEN AND WOMEN by these ARTICLES OF INCORPORATION, executed and filed in the Office of the Judge of Probate of DeKalb County, Alabama, by the undersigned incorporator, whose name and address is hereinafter set forth, who is over the age of nineteen (19) years, that the undersigned does hereby form a corporation under the Business Corporation Act of Alabama (Alabama Code 1975 Title 10, Chapter 2B), and all other applicable laws in effect now or at any time hereafter during the existence of this corporation, and that, to said end, the incorporator does elect, declare and certify as follows:

ARTICLE I

The name of the corporation is "BARRON GROUP, INC."

ARTICLE II

The duration of the corporation shall be perpetual.

ARTICLE III

Said corporation is organized to undertake and engage in any and all lawful business and conduct for which a corporation may be formed under the laws of the State of Alabama, including, but not limited to, the following:

a. To establish and own companies and other entities engaged in active legal businesses such as the purchase, sale, management, development, and construction of real properties. To engage in the business of bidding, applying for, developing, and

arranging for grants, loans, contracts, tax credits or other agreements and financing for real property. To own, lease, let and operate equipment, store and use supplies, and to generally own and do any and all things commonly associated with the purchase, sale, management, development, and construction of real properties.

b. To construct, lease, let, manufacture, purchase, or otherwise possess, manage, acquire, own, pledge, sell, assign, and transfer, or otherwise dispose of and invest, trade and deal in and with properties, goods, wares, and merchandise specifically pertaining to the classes of businesses above specified.

c. To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, country, state, body politic or government or colony or dependency thereof.

d. To purchase, acquire, hold, improve, sell, convey, and deal in real and personal property of every kind and character.

e. To purchase, acquire, hold, subdivide, develop, and operate real estate, to erect buildings thereon, and to sell, lease, maintain, own, repair, and operate such properties.

f. To borrow and lend money and to give or take security therefore by way of mortgage, pledge, transfer or assignment of real or personal property of every nature and description.

g. To purchase or otherwise acquire its own shares of stock (so far as may be permitted by law) and its bonds, debentures, notes, script, or other securities, or evidence of indebtedness, and to hold, sell, transfer, or reissue the same.

h. To purchase, take, lease, exchange, hire, or otherwise acquire any real or personal property or any rights or privilege therein which this corporation may think necessary or convenient for the purpose of its business, and to buy, own, and hold real property for the purpose of securing debts due the corporation, and to sell and otherwise dispose of the same at will, and to make any and all necessary instruments of conveyance therefore.

i. To issue bonds, debentures or obligations of this corporation from time to time for any of the objects or other purposes of the corporation, and to secure the same by mortgage, pledge, deed of trust, or otherwise.

j. To do all and everything necessary and proper for the accomplishment of the objects herein enumerated or necessary or incidental for the protection and benefit of the corporation, whether such business is similar in nature to the objects and powers hereinabove set forth or otherwise.

The foregoing clauses shall be construed as objects and purposes of the corporation in addition to those powers specifically provided and the foregoing specific enumerations shall not be held to limit or restrict in any manner the powers of the corporation otherwise granted by law.

ARTICLE IV

The corporation, subject to change, enlargement, or alteration of the number and classes of stock in accordance with the By-laws hereof, shall initially have only one class of stock, known as Common Stock, and shall begin business with 100 shares of such stock. All of said initial shares are issued as shown in the following subscription list:

One hundred percent (100%) of the One Hundred Shares (100 shares) of Common Stock have a par value of Ten Dollars (\$10.00) per share, are issued and hereby declared to be fully paid stock, payment therefore having been made by the subscriber with U.S. currency as listed below:

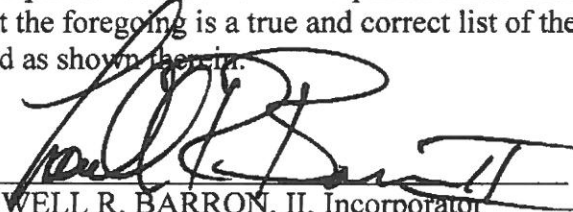
Lowell R. Barron, II

100 shares at \$ 1,000.00 total par value.

STATE OF ALABAMA

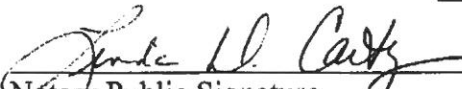
COUNTY OF ~~DEKALB~~ *Jackson*

Before me, the undersigned authority in and for said County and State personally appeared Lowell R. Barron, II, incorporator of BARRON GOUP, INC., designated by the incorporator to receive subscriptions to the Common Stock of said corporation, and says that the foregoing is a true and correct list of the subscriptions and that all stock is fully paid as shown therein.



LOWELL R. BARRON, II, Incorporator

Subscribed and sworn to me this 30th day of January, 2013.



Notary Public Signature
My commission expires: 06-08-15

ARTICLE V

The affairs of the corporation shall be managed by a board of not less than one (1) Director. The number of Directors and the manner in which such Directors shall be elected or appointed shall be fixed in and by the Bylaws.

ARTICLE VI

The initial Board of Directors shall consist of one (1) member and shall serve for a period of one (1) year, or until their successors are elected in accordance with these

Articles, the corporation's By-laws, and the laws of the State of Alabama. The name and address of the person who will serve as the initial Board of Directors is as follows:

Lowell R. Barron, II .

ARTICLE VII

The name and address of the initial registered agent and office are:

**Lowell R. Barron, II
Post Office Box 170
1544 Main Street
Fyffe, Alabama 35971.**

ARTICLE VII

The officers of the corporation shall consist of a President, a Secretary-Treasurer, and such other officers and assistant officers as may be prescribed in and by the By-laws.

The names and addresses of the initial officers of the corporation for the first year are as follows:

**Lowell R. Barron, II
Post Office Box 170
Fyffe, Alabama 35971;**

President

**Joan Patterson
1544 Main Street
Fyffe, Alabama 35971; and**

Secretary

**Zac Plumstead
1544 Main Street
Fyffe, Alabama 35971.**

Treasurer

ARTICLE IX

The powers of the corporation shall be exercised by the Board of Directors except as otherwise provided by the laws of the State of Alabama, these Articles of Incorporation, or the By-Laws of this corporation and any amendments thereto.

In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized;

a. To make and alter the By-Laws of this corporation, and the By-Laws so made by the Directors may be altered or repealed by directors or stockholders in accordance with their own terms.

b. To fix and determine and to vary the amount of working capital of the corporation; to determine whether any, and if any, what part of any, accumulated profits shall be declared and paid as dividends; to determine the date or dates for the declaration and payment of dividends; and to direct and determine the use and disposition of any surplus or net profits over the capital stock paid in.

c. To make, from time to time and only so far as may be permitted by law, temporary secured or unsecured loans when, in the judgment of the Board of Directors, the money so loaned is not at the time required in the conduct of the business of the corporation.

d. The corporation may, in its By-Laws, confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred by the laws of the State of Alabama.

ARTICLE X

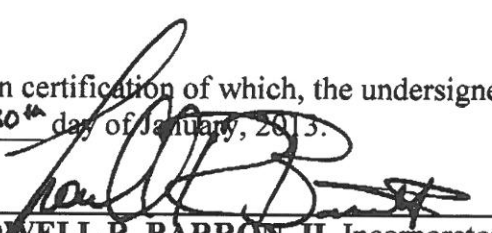
Page 6 of 7

This document prepared by
Jayson Carroll, Esq.
404 East Main Street
Post Office Box 399
Rainsville, Alabama 35986
(256) 638-1129

The names and addresses of the incorporator is as follows:

Lowell R. Barron, II
Post Office Box 170
1544 Main Street
Fyffe, Alabama 35971.

IN WITNESS WHEREOF, and in certification of which, the undersigned has hereunto set his hand and seal on this 30th day of January, 2013.



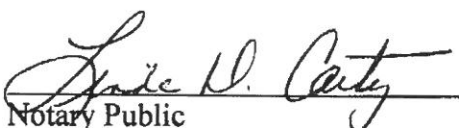
LOWELL R. BARRON, II, Incorporator and President (L.S.)

STATE OF ALABAMA

COUNTY OF ~~DEKALB~~ *JACKSON*

I, the undersigned, a notary public in and for said State and County, do hereby certify that on this 30th day of January, 2013, personally appeared before me LOWELL R. BARRON, II, as Incorporator and President of BARRON GROUP, INC., who is known to me and who, being by me first duly sworn, does hereby declare that he is the initial incorporator of BARRON GROUP, INC., that he signed the foregoing document as such officer and incorporator of the corporation and with full authority to do so, and that the matters set forth in the foregoing Articles of Incorporation are true and correct and made with full authority.

Sworn to and subscribed before me this 30th day of January, 2013.



Notary Public
My commission expires: 06-08-15

Beth Chapman
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, *Code of Alabama* 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Barron Group, Inc.

This domestic business corporation is proposed to be formed in Alabama and is for the exclusive use of Lowell R. Barron II, Post Office Box 170, Fyffe, AL 35971 for a period of one hundred twenty days beginning January 25, 2013 and expiring May 26, 2013.



619-349

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

January 25, 2013

Date

Beth Chapman

Beth Chapman

Secretary of State

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

BGS 2026 Kingston, LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Advanced Registered Agents, LLC

Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

1544 South Main Street Fyffe, AL 35971

***COUNTY** of above address: DEKALB

Mailing address **in Alabama** of registered office (if different from street address):

P.O. Box 170 Fyffe, AL 35971

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-247-255	DLL
Date	04/13/2026
Time	10:30:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 4 / 13 / 2026 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 30 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

4 / 13 / 2026
Date (MM/DD/YYYY)

Lea Hicks

Signature as required by 10A-5A-2.04

Organizer

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

BGS 2026 Kingston, LLC

This name reservation is for the exclusive use of Lea Hicks, PO Box 919,
Guntersville, AL 35976 for a period of one year beginning April 13, 2026 and
expiring April 13, 2027



RES284072

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

April 13, 2026

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', written over a horizontal line.

Wes Allen

Secretary of State

**LIMITED LIABILITY COMPANY AGREEMENT
OF
BGS 2026 Kingston, LLC**

THE UNDERSIGNED, BG Solutions, LLC (the "Member") is executing this Limited Liability Company Agreement, effective as of the formation of the Company (the "Agreement") pursuant to the provisions of the Alabama Limited Liability Company Law, Title 10A, Chapters 1 (to the extent applicable to limited liability companies) and 5A of the Code of Alabama (1975), as amended (the "Alabama Law"), and do hereby certify as follows:

1. **Name; Formation.** The name of the Company shall be BGS 2026 Kingston, LLC or such other name as the Member may from time to time hereafter designate. The formation of the Company in accordance with the Alabama Law is hereby confirmed. The Certificate of Formation of the Company was filed with the Secretary of State of Alabama/Judge of Probate of DeKalb County, Alabama (the "Certificate of Formation").

2. **Definitions; Rules of Construction.** In addition to terms otherwise defined herein, the following terms are used herein as defined below:

"Capital Contribution" means, with respect to any Member, the amount and/or agreed value of money or property contributed by such Member to the Company in accordance with Section 9 hereof.

"Event of Withdrawal of a Member" means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"Interest" means the ownership interest of a Member in the Company (which shall be considered personal property for all purposes), consisting of (i) such Member's Percentage Interest in profits, losses, allocations and distributions, (ii) such Member's right to vote or grant or withhold consents with respect to Company matters as provided herein or in the Alabama Law and (iii) such Member's other rights and privileges as herein provided.

"Majority in Interest of the Members" means Members whose Percentage Interests aggregate to greater than fifty percent of the Percentage Interests of all Members.

"Members" means the Member and all other persons or entities admitted as additional or substituted Members pursuant to this Agreement, so long as they remain Members. Reference to a "Member" means any one of the Members.

"Percentage Interest" means a Member's share of the profits and losses of the Company and the Member's percentage right to receive distributions of the Company's assets. The Percentage Interests of the Member shall initially be 100%.

Words used herein, regardless of their number and gender, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise,

the words “hereof,” “herein,” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

3. **Purposes.** The purposes of the Company shall be as described in the Certificate of Formation.

4. **Offices.**

(a) The principal office of the Company, and such additional offices as the Members may determine to establish, shall be located at such place or places inside or outside the State of Alabama as the Members may designate from time to time.

(b) The registered office of the Company in the State of Alabama shall be as determined by the Member from time to time. The initial registered agent of the Company for service of process shall be Advanced Registered Agents, LLC at 1544 Main Street, Fyffe, Alabama 35971.

5. **Members.** The names of the Initial Member is BG Solutions, LLC. Its address is 1544 Main Street, Fyffe, Alabama 35976.

6. **Term.** The Company shall continue until dissolved and terminated in accordance with Section 14 of this Agreement.

7. **Management of the Company.**

(a) Except as to actions herein specified to be taken by all the Member or by the Members acting unanimously, the duties and powers of the Members may be exercised by a Majority in Interest of the Members (or by any Member acting pursuant to authority delegated by a Majority in Interest of the Members).

(b) **Management by Manager.** The Member hereby elects Lea Hicks to serve as the Company’s manager (the “Manager”). Except as otherwise required by applicable law, the Manager shall have full and complete authority to manage the Company and to perform any and all acts or activities customary or incident to the management of the Company in the ordinary course of its business, and any person or entity dealing with the Company shall be entitled to rely upon the Manager’s authority without further inquiry. The Manager shall have authority to execute documents on behalf of the Company and the signature of the Manager on behalf of the Company shall be binding on the Company. The Manager may be removed by a majority vote of the Members at any time, with or without cause, and the Members may appoint another person or entity to serve as Manager of the Company. The Manager is a “manager” of the Company within the meaning of the Act. Lea Hicks has accepted her appointment by consenting to this Agreement below.

(c) The Manager may appoint officers of the Company and may remove and/or replace officers of the Company at Manager’s sole discretion. Any such officer shall act pursuant to such delegated authority until such officer is removed by the Manager. Any action taken by an officer designated by the Manager pursuant to authority delegated to such officer shall constitute the act of, and shall serve to bind, the Company. Persons dealing with the Company are entitled

to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her. The Manager may remove any officer designated by the Members without having to amend this Agreement to effect such removal.

8. **Officers.**

(a) The Company may have a president, a secretary, a treasurer, and such other officers as may be designated by the Manager or appointed as provided in this Section 8. The same individual may hold any two or more offices, provided that no officer shall execute any document, agreement, certificate or other instrument on behalf of the Company in more than one capacity.

(b) If appointed, in addition to the Manager, the president and vice president may execute bonds, mortgages, contracts or other documents in the name and on behalf of the Company.

(c) If appointed, the secretary shall keep minutes of all meetings of the Members and have charge of the minute books, shall be responsible for authenticating records of the Company, and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the Manager.

(d) If appointed, the treasurer shall be responsible for the management of the financial affairs of the Company and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the Manager.

(e) The officers shall act consistent with an obligation of good faith and fair dealing. No officer shall have any liability to the Company or any Member for any loss suffered by the Company or any Member that arises out of any act or omission by the officer, except loss or damage resulting from actual fraud, gross negligence, or willful or wanton misconduct, or a transaction for which the officer received a personal benefit in violation or breach of the provisions of this Agreement, the Alabama Law or his or her obligation to the Company.

9. **Capital Contributions; Capital Accounts; Administrative Matters.**

(a) The Member may, but shall have no obligation to, make any capital contributions to the Company as the Member shall determine in its sole discretion.

(b) At any time that the Company has more than one Member, it is the intention of the Members that the Company shall be taxed as a "partnership" for federal, state, local and foreign income tax purposes, and the following provisions shall apply:

(i) A single, separate capital account shall be maintained for each Member. Each Member's capital account shall be credited with the amount of money and the fair market value of property (net of any liabilities secured by such contributed property that the Company assumes or takes subject to) contributed by that Member to the Company, the amount of any Company liabilities assumed by such Member (other than in connection with a distribution of Company property), and such Member's distributive share of Company profits (including tax

exempt income). Each Member's capital account shall be debited with the amount of money and the fair market value of property (net of any liabilities that such Member assumes or takes subject to) distributed to such Member, the amount of any liabilities of such Member assumed by the Company (other than in connection with a contribution) and such Member's distributive share of Company losses (including items that may be neither deducted nor capitalized for federal income tax purposes).

(ii) Notwithstanding any provision of this Agreement to the contrary, each Member's capital account shall be maintained and adjusted in accordance with the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and the regulations thereunder (the "Regulations"), including, without limitation, (x) the adjustments permitted or required by Internal Revenue Code Section 704(b) and, to the extent applicable, the principles expressed in Internal Revenue Code Section 704(c) and (y) adjustments required to maintain capital accounts in accordance with the "substantial economic effect test" set forth in the Regulations under Internal Revenue Code Section 704(b).

(iii) Any Member, including any substitute Member, who shall receive an Interest (or whose Interest shall be increased) by means of a transfer to him of all or a part of the Interest of another Member, shall have a capital account that reflects the capital account associated with the transferred Interest (or the applicable percentage thereof in case of a transfer of a part of an Interest).

(iv) The fiscal year of the Company shall be a calendar year. The books and records of the Company shall be maintained in accordance with generally accepted accounting principles and Section 704(b) of the Internal Revenue Code and the Regulations.

(v) All items of Company income, gain, loss, deduction, credit or the like shall be allocated among the Members in accordance with their respective Percentage Interests.

(c) At any time that the Company has only one Member, it is the intention of the Member that the Company shall be disregarded for federal, state, local and foreign income tax purposes and that all items of income, gain, loss, deduction, credit or the like of the Company shall be treated as items of income, gain, loss, deduction, credit or the like of the Member.

10. **Resignation.** No Member shall have the right voluntarily to resign from the Company except with the consent of all of the other Members and upon such terms and conditions as may be specifically agreed upon between such other Members and the resigning Member.

11. **Additional Members.** The Members, acting unanimously, shall have the right to admit additional Members upon such terms and conditions, at such time or times, and for such Capital Contributions as shall be determined by all of the Members; and in connection with any such admission, the Members shall amend this Agreement to reflect the name, address and Capital Contribution of the additional Member and any agreed upon changes in Percentage Interests.

12. **Distributions.** Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Manager or the Members acting unanimously may

determine. Distributions shall be made to (and profits and losses shall be allocated among) Members pro rata in accordance with their respective Percentage Interests.

13. **Return of Capital.** No Member shall have any liability for the return of any Member's Capital Contribution which Capital Contribution shall be payable solely from the assets of the Company.

14. **Dissolution.** Subject to the provisions of Section 15 of this Agreement, the Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

- (a) The determination of all of the Members to dissolve the Company; or
- (b) The occurrence of an Event of Withdrawal of a Member or any other event causing a dissolution of the Company under of the Alabama Law.

15. **Continuation of the Company.** Notwithstanding the provisions of Section 14(b) hereof, the occurrence of an Event of Withdrawal of a Member shall not dissolve the Company if, within ninety days after the occurrence of such event of withdrawal, the business of the Company is continued by the agreement of all remaining Members.

16. **Limitation on Liability.** The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

17. **Standard of Care; Indemnification of Members, Officers, Employees and Agents.**

(a) To the fullest extent permitted by the Alabama Law, no Member or Manager shall have any personal liability whatsoever to the Company or any other Member on account of such Member's status as a Member or by reason of such Manager or Member's acts or omissions in connection with the conduct of the business of the Company; provided, however, that nothing contained herein shall protect any Member or Manager against any liability to the Company or the Members to which such Member would otherwise be subject by reason of (i) any act or omission of such Manager or Member that involves actual fraud, gross negligence, or willful or wanton misconduct, or (ii) any transaction from which such Member or Manager derived improper personal benefit.

(b) The Company shall indemnify and hold harmless each Member, Manager, and the affiliates of any Member or Manager (each an "Indemnified Person") against any and all losses, claims, damages, expenses and liabilities (including, but not limited to, any investigation, legal and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any action, suit, proceeding or claim) of any kind or nature whatsoever that such Indemnified Person may at any time become subject to or liable for by reason of the formation, operation or termination of the Company, or the Indemnified Person's acting as a Manager or Member under this Agreement, or the authorized actions of such Indemnified Person in connection with the conduct of the affairs of the Company (including, without limitation, indemnification

against negligence, gross negligence or breach of duty); provided, however, that no Indemnified Person shall be entitled to indemnification if and to the extent that the liability otherwise to be indemnified for results from (i) any act or omission of such Indemnified Person that involves actual fraud, knowing violation of law or intentional misconduct or (ii) any transaction from which such Indemnified Person derived improper personal benefit. The indemnities provided hereunder shall survive termination of the Company and this Agreement. Each Indemnified Person shall have a claim against the property and assets of the Company for payment of any indemnity amounts from time to time due hereunder, which amounts shall be paid or properly reserved for prior to the making of distributions by the Company to Members. Costs and expenses that are subject to indemnification hereunder shall, at the request of any Indemnified Person, be advanced by the Company to or on behalf of such Indemnified Person prior to the final resolution of a matter, so long as such Indemnified Person shall have provided the Company with a written undertaking to reimburse the Company for all amounts so advanced if it is ultimately determined that the Indemnified Person is not entitled to indemnification hereunder.

(c) The contract rights to indemnification and to the advancement of expenses conferred in this Section shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, agreement, vote of the Members or otherwise.

(d) The Company may maintain insurance, at its expense, to protect itself and any Member, Manager, employee or agent of the Company or another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Alabama Law.

(e) Any officers appointed or designated pursuant to and in accordance with Section 8 shall have rights to indemnification and to advancement of expenses to the fullest extent of the provisions of this Section with respect to the indemnification and advancement of expenses of Members of the Company, and the Company may, to the extent authorized from time to time by the Members, grant rights to indemnification and to advancement of expenses to any other officer, employee or agent of the Company to the fullest extent of the provisions of this Section 17 with respect to the indemnification and advancement of expenses of Members of the Company.

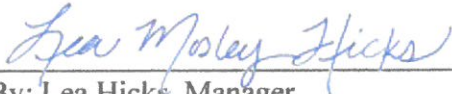
18. **Amendments.** This Agreement may be amended only upon the written consent of a majority of Members.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Alabama without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.

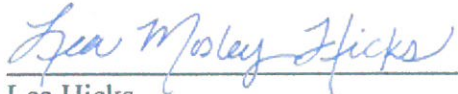
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, effective as of April 13, 2026.

MEMBER:

BG SOLUTIONS, LLC


By: Lea Hicks, Manager

MANAGER CONSENT TO APPOINTMENT:


Lea Hicks

**LIMITED LIABILITY COMPANY AGREEMENT
OF
BG SOLUTIONS, LLC**

THE UNDERSIGNED, Kennedy Barron, Claudia Barron, and Campbell Barron (the "Members") are executing this Limited Liability Company Agreement, effective as of the formation of the Company (the "Agreement") pursuant to the provisions of the Alabama Limited Liability Company Law, Title 10A, Chapters 1 (to the extent applicable to limited liability companies) and 5A of the Code of Alabama (1975), as amended (the "Alabama Law"), and do hereby certify as follows:

1. **Name; Formation.** The name of the Company shall be BG SOLUTIONS, LLC or such other name as the Member may from time to time hereafter designate. The formation of the Company in accordance with the Alabama Law is hereby confirmed. The Certificate of Formation of the Company was filed with the Secretary of State of Alabama/Judge of Probate of DeKalb County, Alabama (the "Certificate of Formation").

2. **Definitions; Rules of Construction.** In addition to terms otherwise defined herein, the following terms are used herein as defined below:

"Capital Contribution" means, with respect to any Member, the amount and/or agreed value of money or property contributed by such Member to the Company in accordance with Section 9 hereof.

"Event of Withdrawal of a Member" means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"Interest" means the ownership interest of a Member in the Company (which shall be considered personal property for all purposes), consisting of (i) such Member's Percentage Interest in profits, losses, allocations and distributions, (ii) such Member's right to vote or grant or withhold consents with respect to Company matters as provided herein or in the Alabama Law and (iii) such Member's other rights and privileges as herein provided.

"Majority in Interest of the Members" means Members whose Percentage Interests aggregate to greater than fifty percent of the Percentage Interests of all Members.

"Members" means the Member and all other persons or entities admitted as additional or substituted Members pursuant to this Agreement, so long as they remain Members. Reference to a "Member" means any one of the Members.

"Percentage Interest" means a Member's share of the profits and losses of the Company and the Member's percentage right to receive distributions of the Company's assets. The Percentage Interests of Kennedy Barron, Claudia Barron, and Campbell Barron shall initially be 33.33% percent each.

Words used herein, regardless of their number and gender, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or

neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words "hereof," "herein," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

3. **Purposes.** The purposes of the Company shall be as described in the Certificate of Formation.

4. **Offices.**

(a) The principal office of the Company, and such additional offices as the Members may determine to establish, shall be located at such place or places inside or outside the State of Alabama as the Members may designate from time to time.

(b) The registered office of the Company in the State of Alabama shall be as determined by the Member from time to time. The initial registered agent of the Company for service of process shall be Advanced Registered Agents, LLC at 1544 Main Street, Fyffe, Alabama 35971.

5. **Members.** The names of the Initial Members are Kennedy Barron, Claudia Barron, and Campbell Barron. Their address is 1544 Main Street, Fyffe, Alabama 35976.

6. **Term.** The Company shall continue until dissolved and terminated in accordance with Section 14 of this Agreement.

7. **Management of the Company.**

(a) Until such time as Campbell Barron reaches the age of 18, her Percentage Interest shall be held pursuant to the Alabama Uniform Transfers to Minors Act with Kennedy Barron as custodian of the Percentage Interest. Kennedy Barron shall have the authority and duty to execute all documents on behalf of Campbell Barron as "Custodian for Campbell Barron under the Alabama Uniform Transfers to Minors Act."

(b) Except as to actions herein specified to be taken by all the Members or by the Members acting unanimously, the duties and powers of the Members may be exercised by a Majority in Interest of the Members (or by any Member acting pursuant to authority delegated by a Majority in Interest of the Members).

(c) **Management by Manager.** The Members hereby elect Lea Hicks to serve as the Company's manager (the "Manager"). Except as otherwise required by applicable law, the Manager shall have full and complete authority to manage the Company and to perform any and all acts or activities customary or incident to the management of the Company in the ordinary course of its business, and any person or entity dealing with the Company shall be entitled to rely upon the Manager's authority without further inquiry. The Manager shall have authority to execute documents on behalf of the Company and the signature of the Manager on behalf of the Company shall be binding on the Company. The Manager may be removed by a majority vote of the Members at any time, with or without cause, and the Members may appoint another person or entity to serve as Manager of the Company. The Manager is a "manager" of the Company within

the meaning of the Act. Lea Hicks has accepted her appointment by consenting to this Agreement below.

(d) The Manager may appoint officers of the Company and may remove and/or replace officers of the Company at Manager's sole discretion. Any such officer shall act pursuant to such delegated authority until such officer is removed by the Manager. Any action taken by an officer designated by the Manager pursuant to authority delegated to such officer shall constitute the act of, and shall serve to bind, the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her. The Manager may remove any officer designated by the Members without having to amend this Agreement to effect such removal.

8. **Officers.**

(a) The Company may have a president, a secretary, a treasurer, and such other officers as may be designated by the Manager or appointed as provided in this Section 8. The same individual may hold any two or more offices, provided that no officer shall execute any document, agreement, certificate or other instrument on behalf of the Company in more than one capacity.

(b) If appointed, in addition to the Manager, the president and vice president may execute bonds, mortgages, contracts or other documents in the name and on behalf of the Company.

(c) If appointed, the secretary shall keep minutes of all meetings of the Members and have charge of the minute books, shall be responsible for authenticating records of the Company, and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the Manager.

(d) If appointed, the treasurer shall be responsible for the management of the financial affairs of the Company and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the Manager.

(e) The officers shall act consistent with an obligation of good faith and fair dealing. No officer shall have any liability to the Company or any Member for any loss suffered by the Company or any Member that arises out of any act or omission by the officer, except loss or damage resulting from actual fraud, gross negligence, or willful or wanton misconduct, or a transaction for which the officer received a personal benefit in violation or breach of the provisions of this Agreement, the Alabama Law or his or her obligation to the Company.

9. **Capital Contributions; Capital Accounts; Administrative Matters.**

(a) The Members may, but shall have no obligation to, make any capital contributions to the Company as the Members shall determine in their sole discretion.

(b) At any time that the Company has more than one Member, it is the intention of the Members that the Company shall be taxed as a "partnership" for federal, state, local and foreign income tax purposes, and the following provisions shall apply:

(i) A single, separate capital account shall be maintained for each Member. Each Member's capital account shall be credited with the amount of money and the fair market value of property (net of any liabilities secured by such contributed property that the Company assumes or takes subject to) contributed by that Member to the Company, the amount of any Company liabilities assumed by such Member (other than in connection with a distribution of Company property), and such Member's distributive share of Company profits (including tax exempt income). Each Member's capital account shall be debited with the amount of money and the fair market value of property (net of any liabilities that such Member assumes or takes subject to) distributed to such Member, the amount of any liabilities of such Member assumed by the Company (other than in connection with a contribution) and such Member's distributive share of Company losses (including items that may be neither deducted nor capitalized for federal income tax purposes).

(ii) Notwithstanding any provision of this Agreement to the contrary, each Member's capital account shall be maintained and adjusted in accordance with the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and the regulations thereunder (the "Regulations"), including, without limitation, (x) the adjustments permitted or required by Internal Revenue Code Section 704(b) and, to the extent applicable, the principles expressed in Internal Revenue Code Section 704(c) and (y) adjustments required to maintain capital accounts in accordance with the "substantial economic effect test" set forth in the Regulations under Internal Revenue Code Section 704(b).

(iii) Any Member, including any substitute Member, who shall receive an Interest (or whose Interest shall be increased) by means of a transfer to him of all or a part of the Interest of another Member, shall have a capital account that reflects the capital account associated with the transferred Interest (or the applicable percentage thereof in case of a transfer of a part of an Interest).

(iv) The fiscal year of the Company shall be a calendar year. The books and records of the Company shall be maintained in accordance with generally accepted accounting principles and Section 704(b) of the Internal Revenue Code and the Regulations.

(v) All items of Company income, gain, loss, deduction, credit or the like shall be allocated among the Members in accordance with their respective Percentage Interests.

(c) At any time that the Company has only one Member, it is the intention of the Member that the Company shall be disregarded for federal, state, local and foreign income tax purposes and that all items of income, gain, loss, deduction, credit or the like of the Company shall be treated as items of income, gain, loss, deduction, credit or the like of the Member.

10. **Resignation.** No Member shall have the right voluntarily to resign from the Company except with the consent of all of the other Members and upon such terms and conditions as may be specifically agreed upon between such other Members and the resigning Member.

11. **Additional Members.** The Members, acting unanimously, shall have the right to admit additional Members upon such terms and conditions, at such time or times, and for such Capital Contributions as shall be determined by all of the Members; and in connection with any such admission, the Members shall amend this Agreement to reflect the name, address and Capital Contribution of the additional Member and any agreed upon changes in Percentage Interests.

12. **Distributions.** Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Manager or the Members acting unanimously may determine. Distributions shall be made to (and profits and losses shall be allocated among) Members pro rata in accordance with their respective Percentage Interests.

13. **Return of Capital.** No Member shall have any liability for the return of any Member's Capital Contribution which Capital Contribution shall be payable solely from the assets of the Company.

14. **Dissolution.** Subject to the provisions of Section 15 of this Agreement, the Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

- (a) The determination of all of the Members to dissolve the Company; or
- (b) The occurrence of an Event of Withdrawal of a Member or any other event causing a dissolution of the Company under of the Alabama Law.

15. **Continuation of the Company.** Notwithstanding the provisions of Section 14(b) hereof, the occurrence of an Event of Withdrawal of a Member shall not dissolve the Company if, within ninety days after the occurrence of such event of withdrawal, the business of the Company is continued by the agreement of all remaining Members.

16. **Limitation on Liability.** The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

17. **Standard of Care; Indemnification of Members, Officers, Employees and Agents.**

- (a) To the fullest extent permitted by the Alabama Law, no Member or Manager shall have any personal liability whatsoever to the Company or any other Member on account of such Member's status as a Member or by reason of such Manager or Member's acts or omissions in connection with the conduct of the business of the Company; provided, however, that nothing contained herein shall protect any Member or Manager against any liability to the Company or the Members to which such Member would otherwise be subject by reason of (i) any act or omission of such Manager or Member that involves actual fraud, gross negligence, or willful or wanton

misconduct, or (ii) any transaction from which such Member or Manager derived improper personal benefit.

(b) The Company shall indemnify and hold harmless each Member, Manager, and the affiliates of any Member or Manager (each an "Indemnified Person") against any and all losses, claims, damages, expenses and liabilities (including, but not limited to, any investigation, legal and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any action, suit, proceeding or claim) of any kind or nature whatsoever that such Indemnified Person may at any time become subject to or liable for by reason of the formation, operation or termination of the Company, or the Indemnified Person's acting as a Manager or Member under this Agreement, or the authorized actions of such Indemnified Person in connection with the conduct of the affairs of the Company (including, without limitation, indemnification against negligence, gross negligence or breach of duty); provided, however, that no Indemnified Person shall be entitled to indemnification if and to the extent that the liability otherwise to be indemnified for results from (i) any act or omission of such Indemnified Person that involves actual fraud, knowing violation of law or intentional misconduct or (ii) any transaction from which such Indemnified Person derived improper personal benefit. The indemnities provided hereunder shall survive termination of the Company and this Agreement. Each Indemnified Person shall have a claim against the property and assets of the Company for payment of any indemnity amounts from time to time due hereunder, which amounts shall be paid or properly reserved for prior to the making of distributions by the Company to Members. Costs and expenses that are subject to indemnification hereunder shall, at the request of any Indemnified Person, be advanced by the Company to or on behalf of such Indemnified Person prior to the final resolution of a matter, so long as such Indemnified Person shall have provided the Company with a written undertaking to reimburse the Company for all amounts so advanced if it is ultimately determined that the Indemnified Person is not entitled to indemnification hereunder.

(c) The contract rights to indemnification and to the advancement of expenses conferred in this Section shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, agreement, vote of the Members or otherwise.

(d) The Company may maintain insurance, at its expense, to protect itself and any Member, Manager, employee or agent of the Company or another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Alabama Law.

(e) Any officers appointed or designated pursuant to and in accordance with Section 8 shall have rights to indemnification and to advancement of expenses to the fullest extent of the provisions of this Section with respect to the indemnification and advancement of expenses of Members of the Company, and the Company may, to the extent authorized from time to time by the Members, grant rights to indemnification and to advancement of expenses to any other officer, employee or agent of the Company to the fullest extent of the provisions of this Section 17 with respect to the indemnification and advancement of expenses of Members of the Company.

18. **Amendments.** This Agreement may be amended only upon the written consent of a majority of Members.

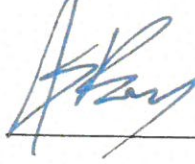
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Alabama without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, effective as of the date and year first above written.

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MEMBERS:

KENNEDY BARRON



CLAUDIA BARRON



CAMPBELL BARRON



KENNEDY BARRON as Custodian for Campbell Barron under the Alabama Uniform Transfers to Minors Act



as custodian for
Campbell Barron

MANAGER CONSENT TO APPOINTMENT:



Lea Hicks