


STATE OF ALABAMA)
)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate, AL
06/22/2004 13:18:00 FILED/CERTIFIED

Articles of Organization
for

MOONSTONE, LLC

A Domestic Limited Liability Company

The undersigned hereby adopt the following Limited Liability Company Articles of Organization pursuant to the Alabama Limited Liability Company Act, §10-12-1, *et seq.*, Code of Alabama, 1975, for the company, **MOONSTONE, LLC**:

ARTICLE I

NAME - The name of the Company shall be, **MOONSTONE, LLC**.

ARTICLE II

DURATION - The period of duration is perpetual. The Company shall continue in existence until it is dissolved in accordance with the provisions of the Operating Agreement, or, if there is no Operating Agreement or no provision of the Operating Agreement governing the duration of the Company, then in accordance with the Alabama Limited Liability Company Act, Title 10, Article 12, Code of Alabama, 1975, or other applicable law.

ARTICLE III

PURPOSES - The Limited Liability Company has been organized for the following purposes: to offer and provide to the general public, or to any other public or private entity, baton and dance skill improvement training services, and for any other lawful purpose, including, but not limited to:

- a. initiate and defend suit in its name;
- b. purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real and personal property, or an interest in it, wherever situated;
- c. sell, convey, mortgage, encumber, pledge, lease, exchange, transfer, and otherwise dispose of all or a part of its property and assets;
- d. lend money to and otherwise assist its members;
- e. purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with shares or other interests in or obligations of domestic or foreign limited liability companies, corporations, associations, general or limited partnerships, or direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality thereof;
- f. make contracts, guarantees, and indemnity agreements and incur liabilities; borrow money at those rates of interest as the Company may determine; issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage, pledge of, or creation of security interest in, all or any of its property, franchises, or income; make contracts of guaranty and suretyship which are

necessary or convenient to the conduct, promotion, or attainment of the business of the contracting company and of a corporation of which the majority of the outstanding stock is owned directly or indirectly, by the contracting company; or make other contracts of guaranty or suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting company, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as it may be amended from time to time;

g. lend money for any lawful purpose, invest or reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested;

h. conduct its business, carry on its operations, and have and exercise the powers granted by Title 10, Article 12, Code of Alabama, 1975, in any state, territory, district, or possession of the United States, or in any foreign country;

i. elect or appoint managers and agents of the Company, and define their duties and fix their compensations;

j. make and alter the Operating Agreement, not inconsistent with these Articles of Organization, or with the laws of Alabama, for the administration and regulation of the affairs of the Company;

k. make donations for the public welfare or for charitable, scientific, or educational purposes;

l. transact any lawful business which the managers or members find will be in aid of governmental policy;

m. pay pensions and establish pension plans, pension trusts, profit-sharing plans, and other incentive plans for any or all of its managers, employees, former managers, or former employees;

n. indemnify a member, manager, or employee, or former member, manager, or employee of the Company against expenses actually and reasonably incurred in connection with the defense of an action, suit, or proceeding, civil or criminal, in which the member, manager, or employee is made a party by reason of being or having been a member, manager, or employee of the Company, except in relation to matters as to which the member, manager, or employee is determined in the action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty; to make any other indemnification that is authorized by these Articles of Organization, the Operating Agreement, or by a resolution adopted by the member or members after notice (unless notice is waived); to purchase and maintain insurance on behalf of any person who is or was a member, manager, or employee of the Company against any liability asserted against and incurred by the member, manager, or employee in any capacity or arising out of the member's, manager's, or employee's status as such, whether or not the Company would otherwise have the power to indemnify the member, manager, or employee against that liability under the provisions of Title 10, Article 12, Section 4(n), Code of Alabama, 1975;

o. cease its activities and wind up its affairs in accordance with the provisions of the Operating Agreement or, if no provision addresses the matter, then in accordance with Title 10, Article 12 of the Code of Alabama, 1975;

p. have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Company is organized;

q. become a member of a general partnership, limited partnership, joint venture or similar association, or any other limited liability company; and

r. be a promoter, incorporator, general partner, limited partner, member, associate, or manager of any corporation, partnership, limited partnership, limited liability company, joint venture, trust, or other enterprise.

ARTICLE IV

REGISTERED AGENT/OFFICE - The location and street address of the initial registered office shall be: 101 Shady Hills Circle, Calera, Alabama 35040 and its registered agent at such address shall be Stacie Johnstone-Falkner. The mailing address of the LLC shall be 101 Shady Hills Circle, Calera, Alabama 35040.

ARTICLE V

INITIAL MEMBERS - The names and addresses of the initial Members are: Stacie Johnstone-Falkner, 101 Shady Hills Circle, Calera, Alabama 35040 and Kelley Moon-Walton, 4155 Cliff Road, Birmingham, Alabama 35222.

ARTICLE VI

ADDITION OF MEMBERS - The initial members of the Company may admit additional members at such times and upon such terms and conditions as may be allowed per the Company Operating Agreement.

ARTICLE VII

MANAGEMENT - The management of the Company shall be vested with the Members, and they shall have equal right and authority to manage the business or affairs of the Company and to make all decisions with respect thereto subject to any provisions in the Operating Agreement restricting or enlarging the management rights and duties of any person or group or class of persons. However, until such time as said Operating Agreement is executed, no Member shall in any way bind the Company, or otherwise conduct Company business, without the knowledge, approval and express consent of all other Members.

IN WITNESS THEREOF, these Articles of Organization have been executed on this the 2 day of June, 20 04, by the undersigned.

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STACIE JOHNSTONE-FALKNER


KELLEY MOON-WALTON

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