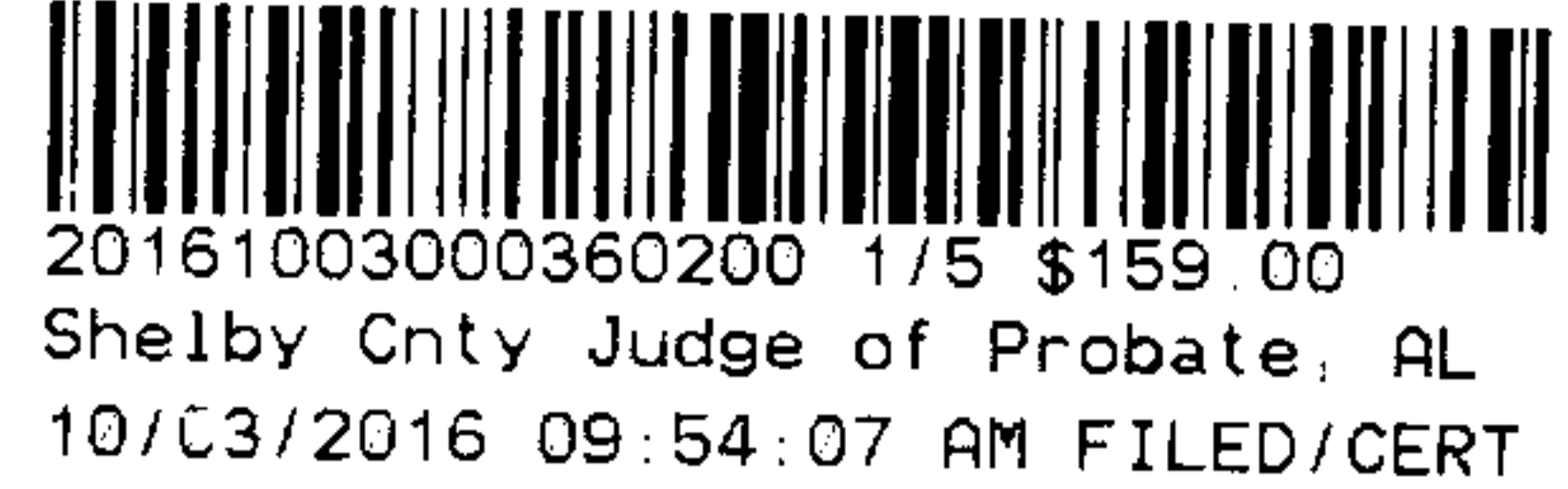


**ARTICLES OF ORGANIZATION
OF
L A GUTTERS ENTERPRISE, LLC**



**ARTICLE 1.
NAME**

The name of the organization shall be **L A GUTTERS ENTERPRISE LLC**

**ARTICLE 2.
DURATION**

The period of duration of the organization to be known as **L A GUTTERS ENTERPRISE LLC** shall be ninety-nine (99) years.

**ARTICLE 3.
PURPOSE**

The purpose for which this organization is hereby organized shall include any and all lawful business permitted in the state of Alabama, and for the purpose to operate a construction business and/or other purposes set by the operating agreement or as the organization deems fit.

ARTICLE 4

REGISTERD OFFICE AND L A GUTTERS ENTERPRISE LLC shall continuously maintain its registered office at 2051 KERRY CIRCLE, CALERA, AL 35040.

- A. **L A GUTTERS ENTERPRISE LLC'S** registered agent shall be **LUIS ARCEO** an individual resident of the State of Alabama, located at the organization registered office.
- B. All records of the organization shall be located at **L A ENTERPRISE LLC'S** registered office.

**ARTICLE 5
MEMBERS AND CONTRIBUTIONS**

- A. The initial member name and addressee of **L A ENTERPRISE LLC**, is
 - i. **LUIS ARCEO**
- B. Member contributions to the organization are as indicated:
 - i. **LUIS ARCEO** agrees to contribute ---100----
- C. For each members contribution to the organization a pro rate membership interest or ownership interest shall be received.

**ARTICLE 6
ADMISSION OF NEW MEMBERS**

- A. New members may be admitted to the organization as unanimously agreed upon all members.
- B. The unanimous agreement required for the admittance of a new member to the organization is based on each member having one vote regardless of the pro rate of their ownership interest in the organization.
- C. The terms of a new member must also be unanimously agreed upon by all members.
- D. Unanimous agreement as to the terms for the admittance of a new member to the organization shall be upon each member having one vote regardless of their ownership interest in the organization.

**ARTICLE 7
DISSOCIATION AND DISSOLUTION**

- A. In the event that there is a disassociation of a member of the organization, in the remaining members may continue to operate and/or carry on the business of the organization as it was before the dissociation of the member, in the name of **LA GUTTERS LLC**.
- B. Any dissociated member shall be paid market value according to the pro rata ownership interest of the member, in the name of **LA GUTTERS LLC**.
- C. Notification if dissociation shall be written.
- D. Market value shall be determined by agreement of all members, representatives, or executors, regardless of their pro rata interest, in the event no such agreement can be reached, by taking the average of two accountants accounting firms or CPA's.
- F. In the event the organization is voluntarily dissolved or in the event the organization must voluntarily dissolve, the affairs of the organization shall be wound up by liquidating all the existing inventory, investments, or real estate, collecting all monies owed, liquidating the remaining assets of the organization, paying creditors, and then distributing the remaining cash or capital among the members pro rata to their membership interest in the organization, or by selling the organization itself as agreed to by a majority of the members by a vote based upon the pro rata value of the membership or ownership interest in the organization, or by the method contained in Article 7 D
- F. In no event shall winding up the organization's business affairs take longer than one year.
- G. In the event of the death of a member, the surviving member or members shall inherit the interest of the deceased. In the case of more than one surviving member the interest of the deceased shall be distributed according to the pro rata interest of each member.

**ARTICLE 8
MANAGEMENT**

- A. Management shall be vested in the members based on pro rata value of their membership or ownership interest in the organization (pro rata basis).
- B. Such members shall be referred to as executive management in the operating agreement, where their duties will be defined.

**ARTICLE 9
ALLOCATION OF PROFITS AND LOSSES**

- A. Profits shall be allocated according to the pro rata membership or ownership interest of the owners.
- B. Losses shall be allocated according to the pro rata membership or ownership interest of the owners.

**ARTICLE 10
TAXATION**



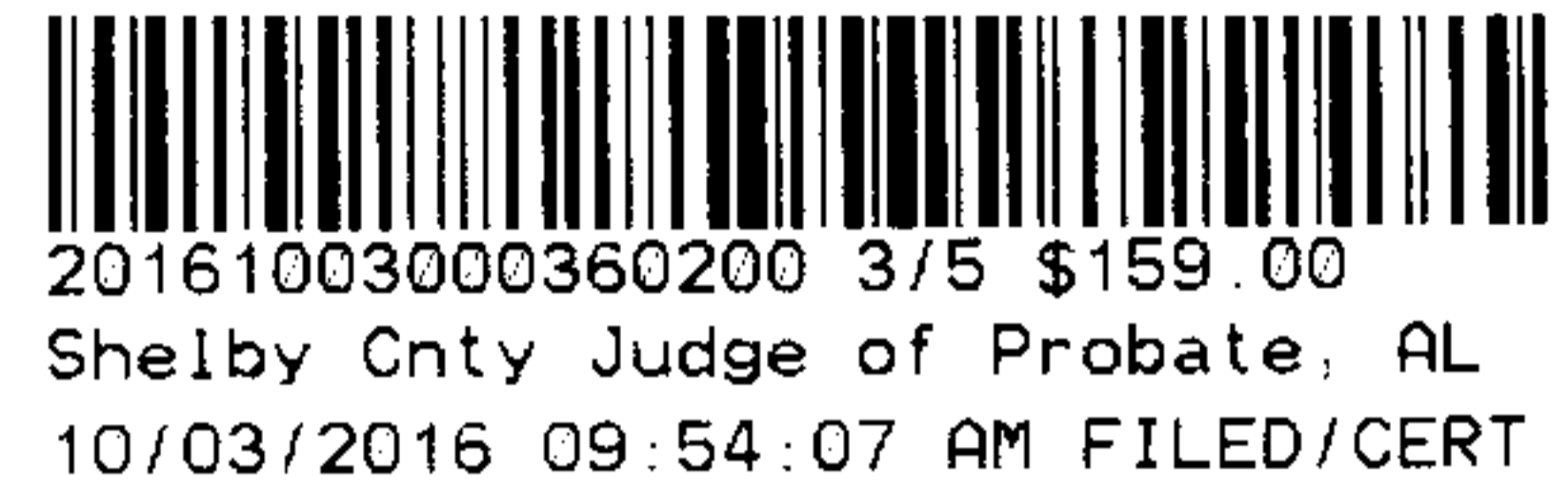
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- A. All income taxes shall flow through the LLC, to be paid by the individual member or the pro rata according to their interest or ownership in the organization.
- B. The members may agree to apportion income taxes by other than pro rata by express written agreement.

**ARTICLE 11
OPERATING AGREEMENT**

- A. **LAGUIERS LLC** shall adopt an operating agreement which shall provide the rights and responsibilities of executive management and any other managers as may be hired by the organization.
- B. The operating agreement shall be as follows:

**OPERATING AGREEMENT
Item 1
EXECUTIVE MANAGEMENT**



- A. Members of the organization shall be here in known as executive management for purposes of the operating agreement.
- B. Controlling decisions of executive management shall be based upon their pro rata membership or ownership interest as provided in Article 8 of these Articles.
- C. Executive management shall be primarily be concerned with financial management of the organization.
- D. In all instances and events where the executive management deems necessary, they shall have full and final authority to make decisions affecting day-to-day operations as occasions may arise.

**Item 2
AMENDING THE OPERATING AGREEMENT**

- A. The operating agreement may be amended by executive management by a vote.
- B. Such a vote shall be based on the pro rata value of their membership or ownership interest in the organization with greater of the interest or vote controlling.
- C. Any such amendment must be in writing, and signed by all members.
- D. An amendment to the operating agreement must be attached to the copy of the articles and kept at the registered office and meet all other requirements provided by the state of Alabama to be valid.

**Item 3
ADDITIONAL TERMS**

- A. Any operation not covered by this agreement may be considered as “day-to-day” operation.

B The absence of specific terms concerning day to day operations should not be considered as a limitation on the rights and duties of either executive management, or others who may be hired or contracted to manage the business.

C. The operating agreement shall be deemed ratified by the members of this organization by such members signing these articles of organization.


AFFIRMATION OF ARTICLES OF ORGANIZATION

The below signed individuals hereby execute these articles and affirm that the facts contained herein are true. The members certify their agreement to these articles of organization and to the operating agreement and all terms and conditions contained herein.

(MEMBER) Luis Arceo

DATE 9/28/16

Instrument prepared by
BOOKS BY LISA, LLC
205 664-1061


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John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, 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:

L A GUTTERS ENTERPRISE LLC

This name reservation is for the exclusive use of LUIS ARCEO, 2051 KERRY CIRCLE, CALERA, AL 35040 for a period of one year beginning September 28, 2016 and expiring September 28, 2017



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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.

September 28, 2016

Date

John H. Merrill

Secretary of State