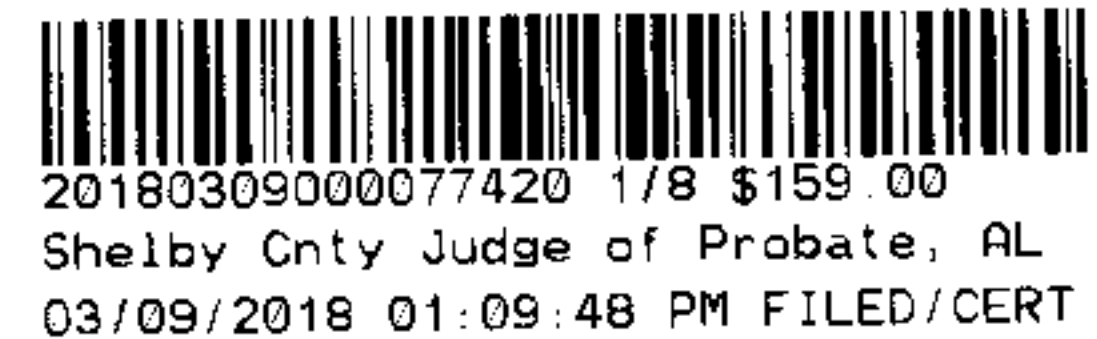


**COMPANY AGREEMENT
OF
The Fox Auto, LLC**



THIS COMPANY AGREEMENT (this "Agreement") of The Fox Auto, LLC, an Alabama limited liability company (the "Company"), effective as of March 8, 2018, is entered into and adopted by Jeremy M. Fox, as the sole member of the Company (the "Member"), and the Company.

The Company has been formed as a limited liability company under the laws of the State of Alabama, and the Member desires to adopt this Operating Agreement, in accordance with the provisions of the Alabama Limited Liability Company Law of 2014 and any successor statute, as amended from time to time (the "ALLC"), governing the affairs of the Company and the conduct of its business.

1. **Business Purpose.** The purpose for which the Company is organized is the transaction of any and all lawful business for which a limited liability company may be organized under the ALLC.

2. **Registered Agent.** The name and address of the registered agent of the Company for service of process are set forth in the Certificate of Formation, as the same may be updated with the Alabama Secretary of State from time to time.

3. **Powers of the Company.** The Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the business purpose set forth in Section 1 above.

4. **Sole Member.** The sole Member of the Company is Jeremy M. Fox.

5. **Management.**

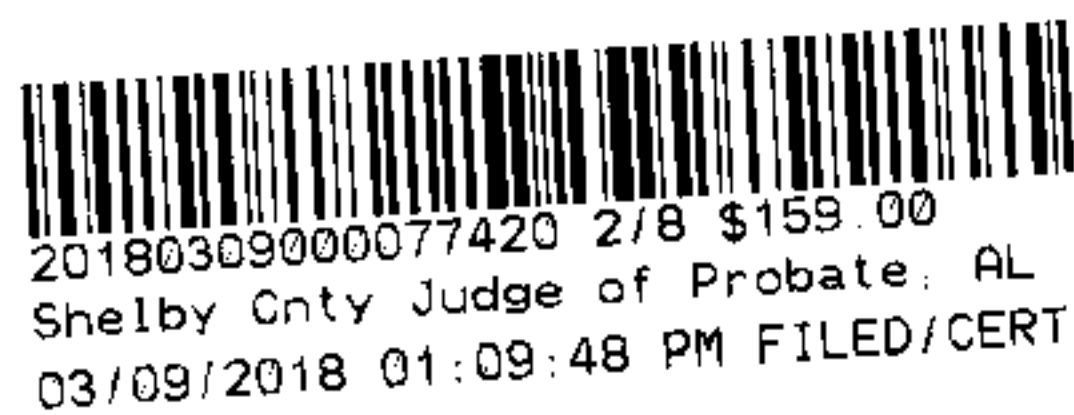
(a) The management of the business and affairs of the Company shall be vested in one (1) manager (the "Manager") as more fully set forth in this Agreement. Except for situations in which the approval of the Member is expressly required by nonwaivable provisions of applicable law or by this Agreement, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business on the terms and conditions set forth in this Agreement. The Manager shall have the unrestricted authority to bind the Company. The Manager may delegate such general or specific authority to one or more officers, employees or agents of the Company as the Manager considers desirable from time to time, and such officers, employees or agents of the Company may, subject to any restraints or limitations imposed by the Manager, exercise the authority granted to them. The Manager shall be appointed from time to time by the Member. The Member hereby

**CERTIFICATE OF FORMATION
OF
The Fox Auto, LLC**

Pursuant to the Alabama Limited Liability Company Law, the undersigned hereby adopts the following Certificate of Formation:

1. The name of the limited liability company is The Fox Auto, LLC (hereinafter referred to in this Certificate of Formation as the "Company").
2. The purpose for which the Company is organized is the transaction of any and all lawful business for which a limited liability company may be organized under the Alabama Limited Liability Company Law.
3. The period of its duration is perpetual.
4. The street and mailing address of the Company's initial registered office is 156 Morning Mist Trail, Alabaster, AL 35007. The name of its initial registered agent at such address is Jeremy M. Fox
5. The name and mailing address of the organizer of this Company is Jeremy M. Fox, 156 Morning Mist Trail, Alabaster, AL 35007.
6. There is at least one member. The member shall have the right to admit additional members to the Company in accordance with the terms and conditions of the applicable provisions of the Operating Agreement of the Company.
7. Except as specifically required by any non-waivable provisions of the Alabama Limited Liability Company Law or any provisions of the Operating Agreement of the Company, the cessation of membership in the limited liability company by any member shall not result in the dissolution of the limited liability company.
8. Management of the Company shall be vested in managers. There shall be one (1) initial manager of the Company, and the name and mailing address of the initial manager of the Company is:

Manager Name	Address
Jeremy M. Fox	156 Morning Mist Trail, Alabaster, AL 35007
9. The regulation of the internal affairs of the Company, if not set forth herein, shall be governed by the Operating Agreement of the Company which may be in effect from time to time.



appoints Jeremy M. Fox to serve as the initial Manager of the Company, and the address of the initial Manager of the Company is 156 Morning Mist Trail Alabaster, Alabama, 35114.


(b) The Manager shall, subject to earlier vacation, hold office until its successor shall have been elected or designated and qualified in accordance with this Section 5. The Manager may be removed by the Member at any time, with or without cause. Any vacancy in the position of Manager shall be filled by the Member.

(c) The Manager may from time to time appoint or employ a Chief Executive Officer, President, Secretary, Treasurer and/or any other officers of the Company whose title, duties, functions and compensation shall be those authorized from time to time by the Manager. All such officers shall serve at the pleasure of the Manager and may be removed by the Manager at any time. Unless the authority of the officer in question is limited by the document appointing such officer or is otherwise specified by the Manager, any officer so approved shall have the same authority to act for the Company as a corresponding officer of an Alabama corporation would have to act for an Alabama corporation in the absence of a specific delegation of authority.

6. Exculpation and Indemnification.

(a) Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, the Manager, or any officer, employee, representative or agent of the Manager (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person, provided that, with respect to a Covered Person who is not the Member, such act or omission does not constitute intentional fraud, bad faith or willful misconduct.

(b) To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or is threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 6(b) with respect to (i) any Claim with respect to which a Covered Person who is not the Member has engaged in intentional fraud, bad faith or willful misconduct or (ii) any Claim initiated by a Covered Person who is not the Member unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Member. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 6(b).


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7. **Dissolution.** The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member or (b) when required by the ALLC.

8. **Tax Status and Elections.** The Company shall be a disregarded entity for federal income tax purposes. The Manager may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9. **Capital Contributions.** The Member shall not be required to make any capital contributions to the Company, but the Member shall be permitted to make capital contributions to the Company at such times and in such amounts as the Member shall deem appropriate.

10. **Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Manager.

11. **Assignments.** The Member may assign in whole or in part its limited liability company membership interest, either voluntarily or by operation of law.

12. **Admission of Additional Members.** One or more additional members of the Company may be admitted to the Company with the written consent of the Member. Prior to or contemporaneously with the admission of any such additional member of the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have more than one member. Notwithstanding the foregoing, so long as there shall be only one member of the Company, an assignee or successor of such sole Member of the Company shall be admitted as a substitute Member automatically in the event that such sole Member's entire membership interest (including financial and other rights) in the Company is voluntarily transferred (whether upon the death or dissolution of the sole member of the Company or otherwise) to such assignee or successor.

13. **Liability of Member.** The Member shall not have any liability for the obligations or liabilities of the Company except to the extent, if any, provided in the ALLC. The failure of the Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the ALLC shall not be grounds for imposing liability on the Member for liabilities of the Company.

14. **Conflicts of Interest.** Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct

or indirect interest in the transaction.

15. **Entire Agreement.** This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

16. **Rights Third Parties.** This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any person other than the Member and the successors and assigns of the Member. No third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

17. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Alabama, without regard to the rules of conflict of laws thereof.

18. **Amendment.** Except as otherwise provided herein, this Agreement may be amended or terminated at any time by a written instrument executed by the Member.


[Signature Page Follows]




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[SIGNATURE PAGE FOLLOWS]

The undersigned, acting as the organizer of the limited liability company named herein, executes this Certificate of Formation as of the 8th day of March, 2018. It shall be effective upon signing.


Jeremy M. Fox
Its Organizer


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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

THE MEMBER:



Jeremy M. Fox

THE COMPANY:

The Fox Auto, LLC

Jeremy M. Fox, Its Manager



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John H. Merrill
Secretary of State

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

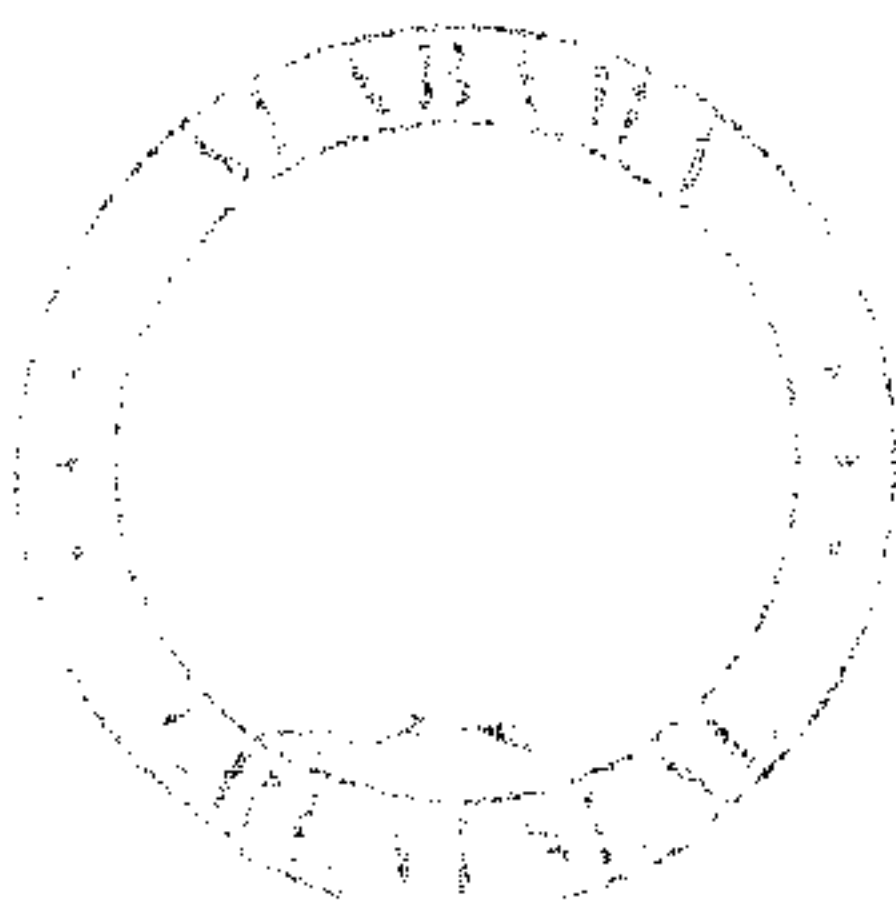
STATE OF ALABAMA

**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:

The Fox Auto LLC

This name reservation is for the exclusive use of Jeremy Fox, 156 morning mist
trail, alabaster, AL 35007 for a period of one year beginning February 23, 2018
and expiring February 23, 2019



**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.**

February 23, 2018

Date

John H. Merrill

Secretary of State



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