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**ARTICLES OF ORGANIZATION
OF
Extreme Fit Training, LLC
(an Alabama Limited Liability Company)**

Pursuant to the provision of the *Code of Alabama*, 1975, Section 10-12-1, *et seq.* (this Act as amended from time to time is referred to herein as the "Act"), the undersigned hereby adopts the following Limited Liability Company Articles of Organization:

**ARTICLE I
NAME**

The name of this limited liability company is Extreme Fit Training, LLC (hereinafter referred to as "Company").

**ARTICLE II
REGISTERED OFFICE AND AGENT**

The registered office of the Company is 137 Twin Oaks Circle, Chelsea, Alabama 35043. The Company's registered agent is Rachel M. Hunt, whose address is 137 Twin Oaks Circle, Chelsea, Alabama 35043.

**ARTICLE III
MAILING ADDRESS**

The mailing address for the principal place of business for the Company is 137 Twin Oaks Circle, Chelsea, Alabama 35043.

**ARTICLE IV
DURATION**

The Company's duration shall be perpetual until otherwise dissolved by its members.

**ARTICLE V
INITIAL MEMBERS**

The name and mailing address of the initial members are:

<u>Name</u>	<u>Address</u>	<u>Units</u>
Rachel M. Hunt	137 Twin Oaks Circle, Chelsea, Alabama 35043	75
Marcus L. Hunt	137 Twin Oaks Circle, Chelsea, Alabama 35043	25

ARTICLE VI
PURPOSE AND POWERS

Section 6.01 Purpose. The Company is organized to provide fitness and exercise training, workouts, equipment and services.

Section 6.02 Powers. The Company shall possess and may exercise all powers and privileges granted by the Act or by any other law or by its Operating Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

ARTICLE VII
MANAGEMENT BY MEMBERS

The Company will be managed by its member or members.

ARTICLE VIII
ADMISSION OF NEW MEMBERS

Section 8.01 New Members Who Acquire Their Membership Interests from the Company. New members may acquire membership interests from the Company only with the written consent of all members and when such person's admission is reflected in the records of the Company.

Section 8.02 New Members Who Acquire Their Membership Interests from a Current Member. New members may acquire membership interests from a member of the Company only if the other members unanimously consent in writing and such new member consents to such admission as a new member.

ARTICLE IX
SECURITY ISSUES

Section 9.01 Warranty. Each Member does hereby acknowledge, represent and warrant to, and does hereby agree with, the Company as follows:

a. By reason of such Member's knowledge and experience in financial and business matters, such Member is capable of evaluating the merits and risks of an investment in the Company.

b. Such Member is acquiring his interest in the Company for investment, with the intent of holding the same, and not with the view toward participating, directly or indirectly, in a

distribution or resale of such interest, and that such interest is being acquired only for his or her own account and not for the account or benefit of any other person. Such Member's financial condition is such that he or she is not under present necessity or obligation to dispose of his or her interest in the Company in order to satisfy any existing or contemplated indebtedness or undertaking. Such Member's overall commitment to investments which are not readily marketable is not disproportionate to his or her net worth, and such Member's investment in the Company will not cause such overall commitment to become excessive. Such Member has adequate means of providing for current needs and contingencies and has no need for liquidity in an investment in the Company. Accordingly, such Member can bear the economic risk of an investment in the Company.

c. The interest being acquired by such Member has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and such interest shall be held indefinitely unless subsequently registered under such laws or unless, in the opinion of counsel satisfactory to the Company, a transfer may be effected without registration thereunder. Accordingly, the Company shall place a legend on any certificate evidencing such Member's interest to such effect.

Section 9.02 Indemnify; Hold Harmless. Each Member does hereby indemnify and hold harmless the Company and each other Member from and against any and all liabilities, costs, damages and expenses reasonably incurred by each indemnified Member which result from any misrepresentation of any of the foregoing by such indemnifying Member or any inaccuracy in any of the foregoing.

ARTICLE X
INDEMNIFICATION OF MEMBERS,
OFFICERS, EMPLOYEES AND AGENTS

The Company may indemnify its members, managers and employees to the maximum extent provided by law.

ARTICLE XI
AMENDMENT

The Company reserves the right to amend, alter, change or repeal any provision contained in these Articles of Organization in the manner now or hereafter provided by law, and all rights conferred upon holders of membership interests and managers herein are granted subject to this reservation; provided, however, that no such amendment, alteration, change or

repeal shall be effective without approval of a majority of the members on the effective date of any such amendment.

**ARTICLE XII
DISSOLUTION**

Section 12.01 Dissolution upon the Occurrence of Specified Events. The occurrence of any of the following events or conditions will cause the Company to dissolve automatically:

b. Unanimous Written Consent. The written consent of all members to dissolve, wind up and liquidate the Company.

Section 12.02 Cessation of Membership. The cessation of membership of one or more members will not result in the dissolution of the Company.

**ARTICLE XIII
INTERIM DISTRIBUTIONS**

The Company may make interim distributions to its members only as approved by all of the members.

IN WITNESS WHEREOF, the undersigned members have executed these Articles of Organization on this 9 day of July, 2008.

Alicia L. Witt
Witness

Rachel M. [Signature]

Alicia L. Witt
Witness

[Signature]