

**STATE OF ALABAMA
SHELBY COUNTY**

ARTICLES OF ORGANIZATION

ATR CONSULTANTS, LLC

ARTICLE I

The Name of the Limited Liability Company shall be **ATR CONSULTANTS, LLC** and shall conduct any and all business of the company as **ATR CONSULTANTS, LLC** which shall be operated as, and only as a Limited Liability Company pursuant to the laws of the State of Alabama.

ARTICLE II

ATR CONSULTANTS, LLC is perpetual in duration and succession in its name and has the same powers as a natural person to do all things necessary and/or convenient to carry out its business affairs including each and every power and thing codified at Ala. Code § 10-12-4 (1975)(as amended).

ARTICLE III

ATR CONSULTANTS, LLC has been organized for the purposes of business marketing, campaign consulting, grant research and application writing, contract writing and/or any other lawful purpose.

ARTICLE IV

The street address of **ATR CONSULTANTS, LLC** is:

8015 Rockhampton Circle
Helena, Alabama 35080

The name of the registered agent at that office is:

R. Alan Thomas

ARTICLE V

The name and address of the initial member, and organizer of **ATR CONSULTANTS, LLC** is:

R. Alan Thomas
8015 Rockhampton Circle
Helena, Alabama 35080

ARTICLE VI

ATR CONSULTANTS, LLC shall be managed by:

R. Alan Thomas
8015 Rockhampton Circle
Helena, Alabama 35080

R. Alan Thomas shall serve and act as **ATR CONSULTANTS, LLC's** manager until the first annual meeting of the members or until such time as his successor is elected and qualified pursuant to the terms of the Operating Agreement. There shall only be one (1) manager of **ATR CONSULTANTS, LLC** at any time.

ARTICLE VII

The member(s) of **ATR CONSULTANTS, LLC** hereafter retain the right to admit additional members to **ATR CONSULTANTS, LLC** in accordance with all laws and regulations of the State of Alabama and the United States of America. Additional members shall be admitted only upon and at the sole discretion of the managing member following a six (6) month trial employment period.

ARTICLE VIII

ATR CONSULTANTS, LLC shall be dissolved upon the cessation of membership of R. Alan Thomas except upon the express written consent, including by Last Will & Testament, of R. Alan Thomas prior to said cessation of membership.

ARTICLE IX

ATR CONSULTANTS, LLC shall maintain separate banking accounts from the members of **ATR CONSULTANTS, LLC** from which any and all business activities shall be conducted. The Managing member and R. Alan Thomas shall have signatory authority upon the banking accounts of **ATR CONSULTANTS, LLC**.

ARTICLE X

The members of **ATR CONSULTANTS, LLC** shall be divided into the following classes as to voting rights:

Manager – Shall have five (5) respective votes on any matter brought to vote by the members.

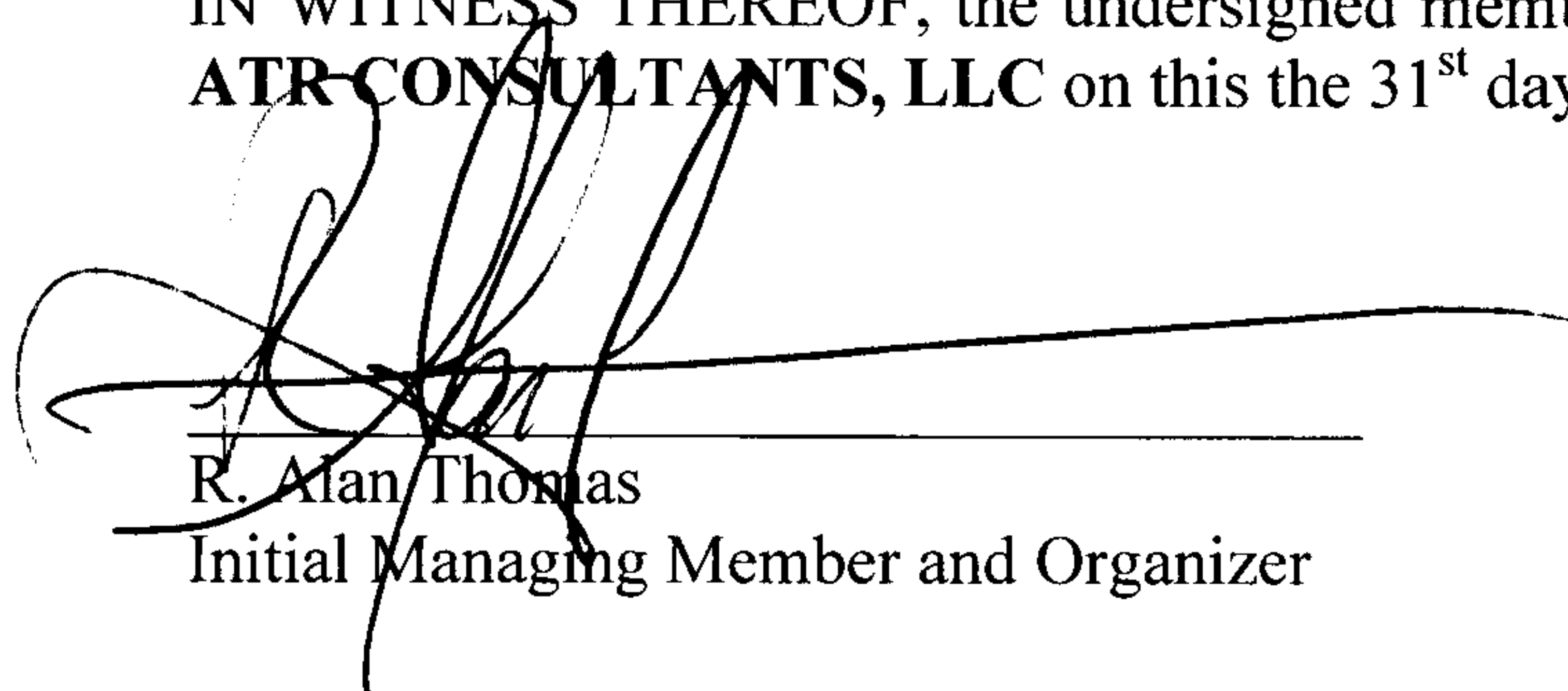
Voting Class Members – Shall have (1) respective vote on any matter brought to vote by the members. Voting Class Members - shall be those members whom have been a member of **ATR CONSULTANTS, LLC** for a minimum of one (1) year and one (1) day.

Non-voting Class Members – Shall have no voting rights on any matter brought to vote by the members. Non-Voting Class Members shall be those members whom have been a member of **ATR CONSULTANTS, LLC** for up to one (1) year.

ARTICLE XI

Any action to amend these Articles of Organization shall require the vote and approval of two thirds (2/3) of the votes of the total votes of the Manager and Voting Class Members. Notice of said vote shall be given in accordance with the terms of the Operating Agreement.

IN WITNESS THEREOF, the undersigned member executed these Articles of Organization for ~~ATR CONSULTANTS, LLC~~ on this the 31st day of March, 2010.



R. Alan Thomas
Initial Managing Member and Organizer

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared R. Alan Thomas, who is made known to me and, who, upon oath, deposes and says that the foregoing is true and correct.

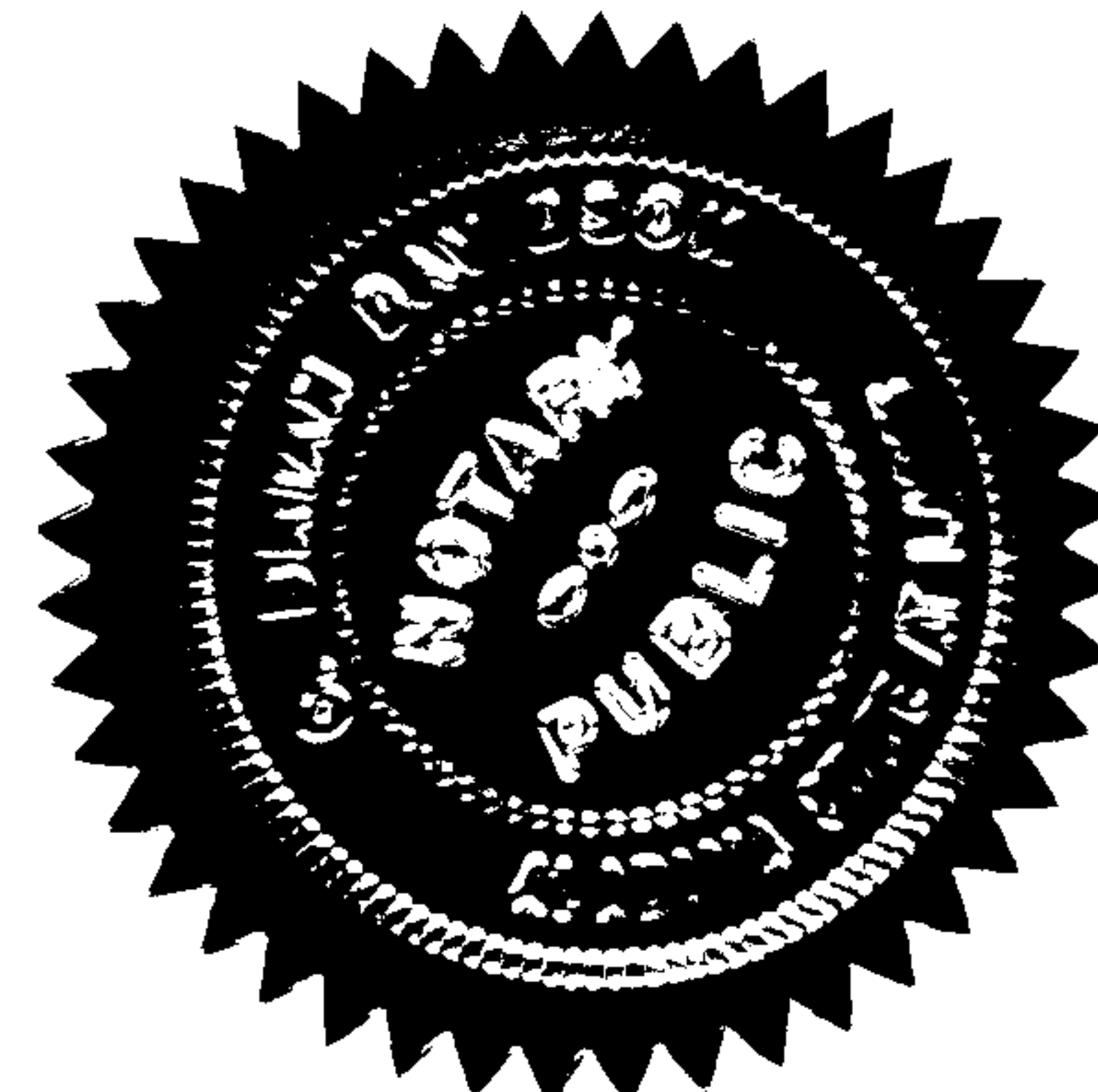
Given under my hand and seal this 31st day of March 2010.



NOTARY PUBLIC

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 21, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Prepared by:
C. Brian Davidson, Esq.
OF COUNSEL:
DAVIDSON LAW FIRM, P.C.
P.O. Box 267
Helena, Alabama 35080



**STATE OF ALABAMA
SHELBY COUNTY**

OPERATION AGREEMENT

ATR CONSULTANTS, LLC

ARTICLE I – ELECTION OF MANAGERS

The Manager of **ATR CONSULTANTS, LLC** shall be R. Alan Thomas until such time as two-thirds (2/3) of the members elect and/or designate a new Manager of **ATR CONSULTANTS, LLC**. Said election shall be held upon notice given as set forth within this Operating Agreement. No proxy voting shall be allowed. A quorum of two thirds (2/3) of the total votes of the Manager and Voting Class Members must be present for the election and/or replacement of the Managing member.

The Manager must and shall be a natural person and member of **ATR CONSULTANTS, LLC** and additionally have been so for a minimum of two (2) years prior to the election.

ARTICLE II – NOTICES

Any and all notices required to be given pursuant to the Articles of Organization and the Operating Agreement shall be sent written and sent via First Class, U.S. Mail as well as First Class, Certified U.S. Mail with Return Receipt. All notices shall be caused to be served upon the members at their last known address as recorded by **ATR CONSULTANTS, LLC** the Manager or the Manager's designee and shall be so sent upon ten (10) days prior written notice.

ARTICLE III – VOTING

The notice shall contain the date, time, place and purpose of the meeting and/or election. Proxy voting shall be allowed upon the written, notarized notice of proxy executed by the member or manager granting said proxy power. Waiver of the notice requirements shall be by written instrument and duly notarized. Action by consent without a meeting as to any action requiring a vote of the members shall be done in writing and each signature duly notarized or taken down by a designated employee of **ATR CONSULTANTS, LLC** who is not a member or otherwise has an interest in **ATR CONSULTANTS, LLC**.

ARTICLE IV – AMENDMENT

The Operating Agreement may be amended by the members upon notice and vote of two thirds (2/3) the total number of votes among the Manager and Voting Class Members.



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Shelby Cnty Judge of Probate, AL
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ARTICLE V – BUSINESS PURPOSES

No Member may conduct business in the name of **ATR CONSULTANTS, LLC** without the express consent of the Manager. The business of **ATR CONSULTANTS, LLC** is business marketing, campaign consulting, grant research and application writing, contract writing and/or any other lawful purpose as determined by the Manager. No other business may be conducted without notice, vote and approval of two-thirds (2/3) of the total votes of the Manager and all Voting Class members.

ARTICLE VI – SHARING OF PROFITS AND LOSSES

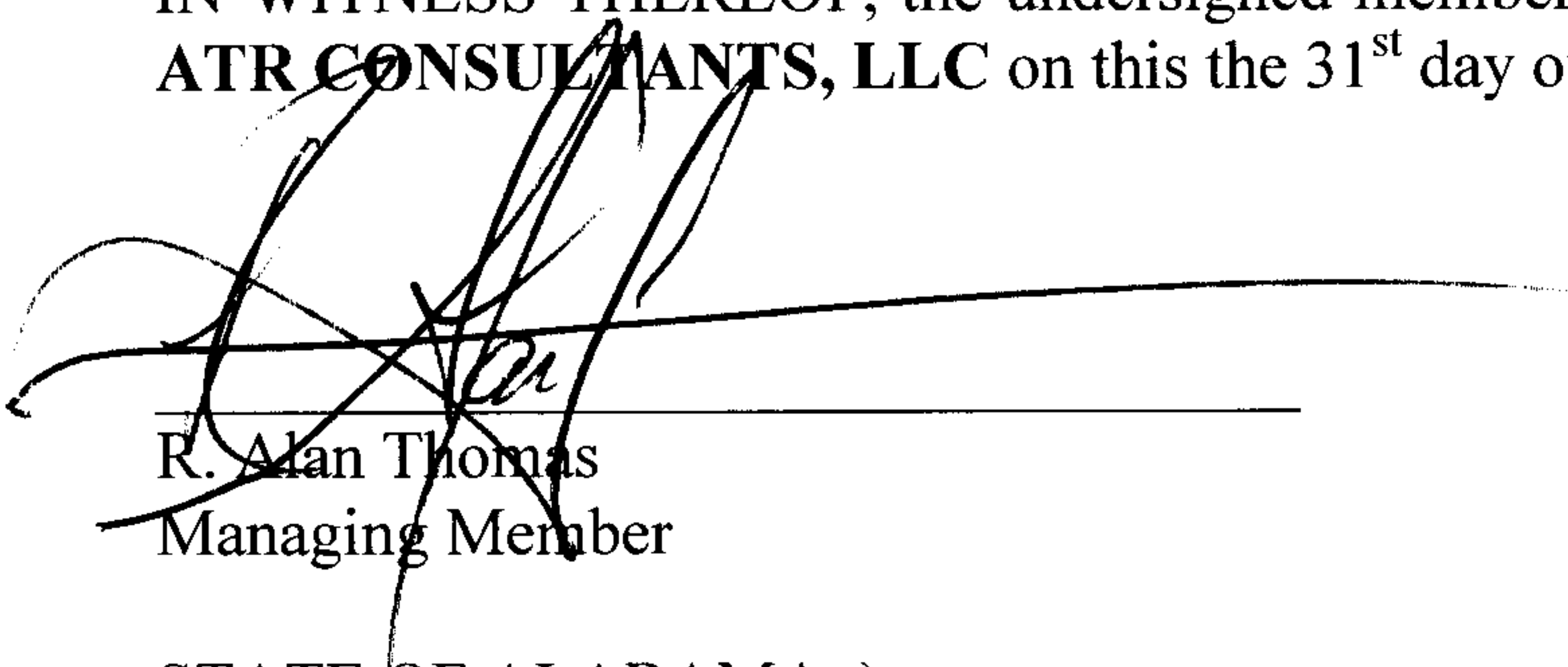
Profits and losses, income, deductions, and credits, and items of income deduction, and credits of **ATR CONSULTANTS, LLC** shall be allocated among the members on a percentage basis as follows:

Managing Member: 65%

Members: 35% allocated on the basis of the pro rata value of the contributions made by each member to the extent they have been made and not returned.

The Managing Member shall receive the percentage for Managing Member in addition to the Managing Members allocated share as a Member.

IN WITNESS THEREOF, the undersigned member executed these Articles of Organization for **ATR CONSULTANTS, LLC** on this the 31st day of March, 2010.

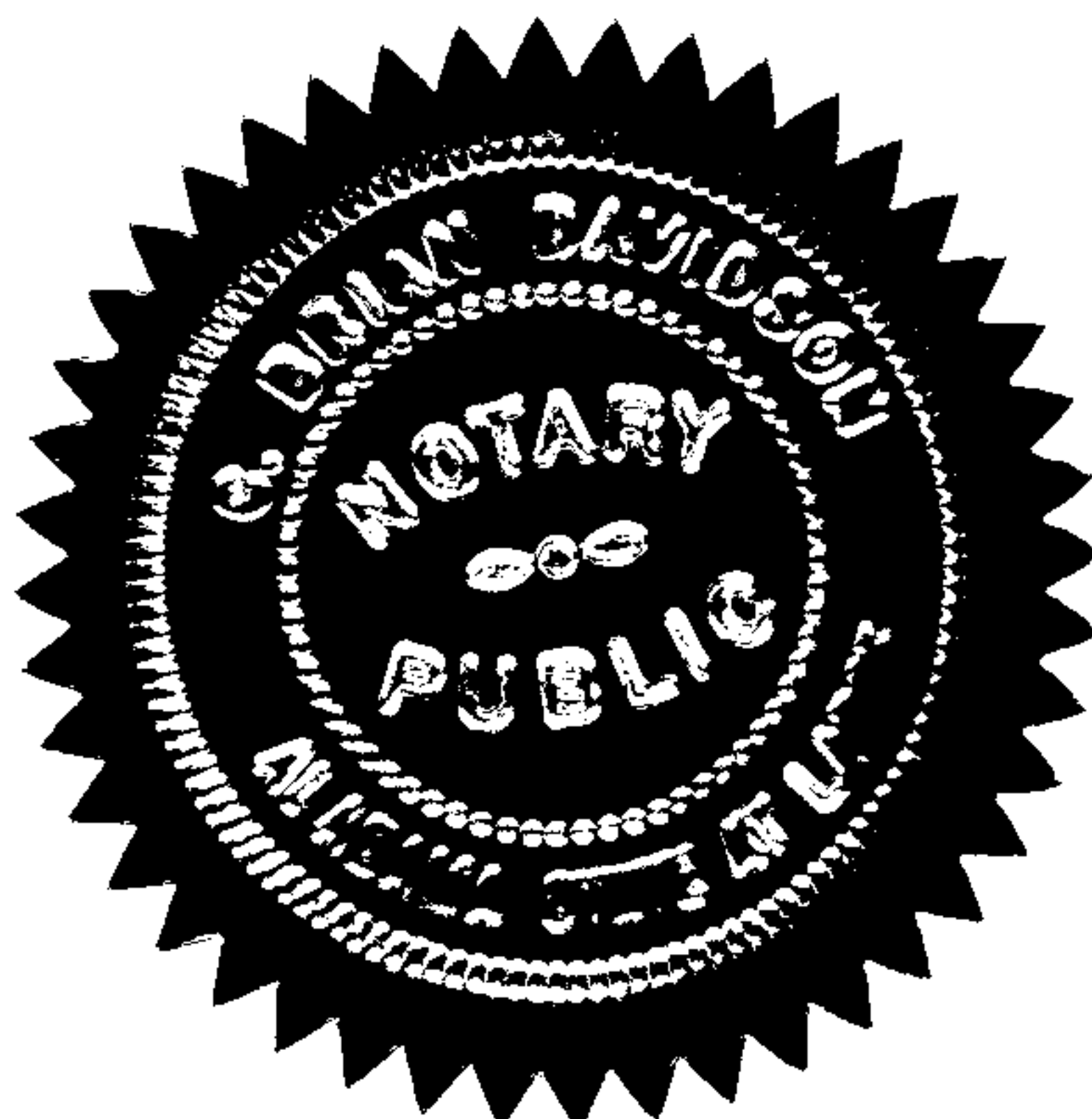


R. Alan Thomas
Managing Member

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared R. Alan Thomas, who is made known to me and, who, upon oath, deposes and says that the foregoing is true and correct.

Given under my hand and seal this 31st day of March 2010.





NOTARY PUBLIC

My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 21, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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