

**CERTIFICATE OF FORMATION
AND
ARTICLES OF ORGANIZATION
OF
DEALER OPTIONS II, LLC**

STATE OF ALABAMA)

COUNTY OF SHELBY)

TO THE HONORABLE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

The undersigned, desiring to form a limited liability company under the laws of the State of Alabama, does hereby adopt the following Certificate of Formation and Articles of Organization (the “Articles of Organization”):

**ARTICLE I
NAME**

The name of the limited liability company shall be **DEALER OPTIONS II, LLC** (the “Company”).

**ARTICLE II
PERIOD OF DURATION**

The term for which the Company is to exist as a limited liability company shall commence on the date these Articles of Organization are filed in the office of the Judge of Probate of Shelby County, Alabama, and shall continue in perpetual existence or until the Company shall be dissolved (a) upon the written consent of all Members of the Company, (b) as provided in the Operating Agreement of the Company (the "Operating Agreement"), or (c) as may be required by the Alabama Business and Non-Profit Entity Code, Code of Alabama, 1975, Title 10A, Chapters 1 and 5, and by the Alabama Limited Liability Company Law, Code of Alabama, 1975, §§10A-5-1.01, et seq., and any successor statute governing the operation of a limited liability company in Alabama, both as amended from time to time (collectively, the “LLC Law”).

ARTICLE III PURPOSE

The purposes for which the Company is formed are to do any and all of the things hereafter set forth, to the same extent as natural persons might or could do as partner, principal or agent, and to transact any and all lawful business for which a limited liability company may be organized under the LLC Law, including, but not limited to the following:

1. To acquire, own and/or operate as a retail and wholesale business for the sale and/or installation of car audio equipment, vehicle security systems, and other vehicles accessories and products, and to engage in the business of installing after-market automotive products and accessories in new and used automobiles, including moonroofs, sunroofs, G.P.S. systems, stereo systems, car seat covers, tops, upholstery and leather seats, wheels, and other vehicle accessories (herein sometimes collectively referred to as the "Business");
2. To acquire the goodwill, franchises, rights, property, stock and assets of any and all kinds and to assume or undertake the whole or any part of the liabilities of any person, firm, association or corporation, on such terms and conditions as may be agreed upon and to pay for same in any manner authorized and deemed necessary by the Managers of the Company in furtherance of the purpose of the Business;
3. To make, accept, endorse, guarantee, execute and issue promissory notes, bills of exchange, bonds, debentures or other obligations from time to time, with or without security, on real or personal property relating to the Business;
4. To borrow and raise money for the Business of the Company in any manner as the Manager may determine necessary; and
5. To engage in any transaction involving real or personal properties relating to the Business.

In order to carry out the purposes and Business herein above set forth, but subject to the limitations set forth in the Articles of Organization and the Operating Agreement, the Company shall have and exercise all the powers conferred on it by the laws of the State of Alabama, including, but not limited to the following:

1. To enter into, make, perform and carry out, or cancel and rescind contracts for any lawful purposes pertaining to its Business;

2. To enter into any lawful arrangements for sharing profits or providing pensions for its employees;

3. To enter into any general or limited partnership as a general or limited partner, any limited liability company as a member and as a manager, or any joint venture, syndicate, pool or other association of any kind for the purpose of any undertaking which the Company would have power to conduct by itself;

4. To make any guaranty respecting stocks, dividends, securities, indebtedness, interest, contracts or other obligations created by any individual, partnership, limited liability company, association, corporation or other entity, to the extent that such guaranties are made in pursuance of the purposes set forth in this Article; and

5. To do all and everything necessary, suitable or proper for the accomplishment of any of the enumerated purposes or the attainment of any of the objects or the furtherance of any of the powers herein above set forth, either alone or in conjunction with other entities, firms or individuals, and either as principals or as agents, and do every act or acts, thing or things, incidental or pertinent to or growing out of or connected with the aforesaid objects, purposes or powers or any of them.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the Company, and the enjoyment and exercise thereof, conferred by the laws of the State of Alabama as long as such powers are exercised in furtherance of the Business of the Company. In the discretion of the Manager, the Company may conduct any additional business which would be legal for a limited liability company to conduct in Alabama or any other jurisdiction in which the Company is operating.

ARTICLE IV
LOCATION OF REGISTERED OFFICE
AND NAME OF REGISTERED AGENT

The initial registered office of the Company shall be at 154 Business Center, Birmingham, Alabama 35244, and the name of the initial registered agent at such address shall be Charles L. Angel.

ARTICLE V

ORGANIZER(S)

The name and address of the Organizer(s) of the Company is / are:

Organizer's Name

Charles L. Angel

Address

154 Business Center
Birmingham Alabama 35244

ARTICLE VI

ADDITIONAL MEMBERS

Subject to the terms and conditions of the Operating Agreement, the Members of the Company reserve the right to admit additional Members upon the unanimous agreement of the Members as to the admission of, and the consideration to be paid by such new Members.

ARTICLE VII

OPERATING AGREEMENT

The Operating Agreement shall be executed by each Member of the Company and shall set forth all provisions for the affairs of the Company and the conduct of its business to the extent that such provisions are not inconsistent with law or these Articles of Organization.

ARTICLE VIII

CONTINUATION UPON WITHDRAWAL OF MEMBER

The existence of the Company shall continue upon the death, legal incapacity, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any event which terminates the continued membership of a Member in the Company (collectively, "Cessation of Membership"), as long as (i) there is at least one (1) remaining Member and that Member carries on the business of the Company (any such remaining Member being hereby authorized to carry on the business of the Company); or (ii) within ninety (90) days after the Cessation of Membership of the last Member, the holders of all the financial

rights in the Company agree in writing to continue the legal existence and business of the Company and to the appointment, effective as of the date of such event, of one or more Members.

ARTICLE IX
LIABILITIES OF MEMBERS AND MANAGER

No Member or Manager of the Company shall be liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, manager, agent or employee of the Company. The Company does indemnify its Managers and Members as set forth in the Operating Agreement.

ARTICLE X
MANAGEMENT

Authority to manage the Company shall be vested with one (1) or more managers. A Manager may be removed and replaced by the Members, as provided in the Operating Agreement. The name and business address of the initial Manager is:

Manager's Name	Address
Charles L. Angel	154 Business Center Birmingham, Alabama 35244

Managers need not be Members. A Manager may be removed and replaced by the Members as provided in the Operating Agreement.

ARTICLE XI
CLASSES OF MEMBERSHIP INTERESTS

The Company may have one or more classes of membership interests, from time to time, as may be approved in writing by the Members. The rights, duties and preferences of the classes shall be set forth in the Operating Agreement of the Company.

IN WITNESS WHEREOF, the undersigned Organizer has caused these Articles of Organization to be executed this 24 day of April, 2012.

Charles L. Angel

CHARLES L. ANGEL
154 Business Center
Birmingham, Alabama 35244

ACKNOWLEDGMENTS

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles L. Angel, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, such person, executed the same voluntarily.

GIVEN under my hand and official seal this 24 day of April, 2012.

(SEAL)

Cullen D. Whitaker

Notary Public
My Commission Expires:
8/16/2014



20120503000152900 6/7 \$156.00
Shelby Cnty Judge of Probate, AL
05/03/2012 09:04:40 AM FILED/CERT

Beth Chapman
Secretary of State

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

STATE OF ALABAMA

**I, Beth Chapman, 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:

Dealer Options II, LLC

This domestic limited liability company is proposed to be formed in Alabama and
is for the exclusive use of Robert M. Ritchey, P.O. Box 4540, Montgomery, AL
36103-4540 for a period of one hundred twenty days beginning April 17, 2012 and
expiring August 15, 2012.



601-475

**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.**

April 17, 2012

Date

Beth Chapman

Beth Chapman

Secretary of State



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Shelby Cnty Judge of Probate, AL
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