


This instrument was prepared by:
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215 Richard Arrington, Jr. Boulevard North
Birmingham, Alabama 35203-3720
Telephone No. (205) 324-2018


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Shelby Cnty Judge of Probate, AL
07/24/2012 09:06:18 AM FILED/CERT

ARTICLES OF ORGANIZATION
OF
STOMPS, L.L.C.,
AN ALABAMA LIMITED LIABILITY COMPANY

Pursuant to the provisions of the *Code of Alabama, 1975*, Section 10-12-1 (1993), 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 Stomps, L.L.C. (hereinafter referred to as “Company”).

ARTICLE II
REGISTERED OFFICE AND AGENT

A. The registered office of the Company is 7045 Inverness Green Lane, Birmingham, Alabama 35242.

B. The Company’s registered agent is Patricia Lee Stomps Clay whose address is 7045 Inverness Green Lane, Birmingham, Alabama 35242.

ARTICLE III
MAILING ADDRESS

The mailing address for the principal place of business for the Company is 7045 Inverness Green Lane, Birmingham, Alabama 35242.

ARTICLE IV
DURATION

Stomps, L.L.C. shall have perpetual duration.

ARTICLE V
INITIAL MEMBERS

The name and mailing address and percentage of ownership of the initial members are:

- | <u>Name</u> | <u>Address</u> |
|---|-----------------------|
| A. John Douglas Stomps, 7600 Old Port Gibson Road, Port Gibson, Mississippi 39150, who shall own twenty-five percent (25%) of Stomps, L.L.C. | |
| B. Patricia Lee Stomps Clay, 7045 Inverness Green Lane, Birmingham, Alabama 35242, who shall own twenty-five percent (25%) of Stomps, L.L.C. | |
| C. Louis E. Stomps, Jr., 9453 Earl Fields Circle, Northport, Alabama 35476, who shall own twenty-five percent (25%) of Stomps, L.L.C. | |
| D. Deborah Stomps Mallory, 2312 North 57 th Street, Seattle, Washington 98103, who shall own twenty-five percent (25%) of Stomps, L.L.C. | |

ARTICLE VI
PURPOSE AND POWERS

A. **PURPOSE.** This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purpose, including but not limited to the following purposes:

- (1) To hold properties and investing in all types of real estate, including residential, multi-family, commercial and industrial; and
- (2) To engage in any other lawful act or activity for which limited liability companies may be organized pursuant to the Act, including specifically but not limited to those powers set forth in Title 10-12-4, *Code of Alabama, 1975*.

B. **POWERS:** The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by its Operating Agreement, together with an 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, including those powers set forth in Title 10-12-4, *Code of Alabama, 1975*.

ARTICLE VII
MANAGEMENT BY MANAGER

The Company will be managed by Patricia Lee Stomps Clay, who is hereby appointed as manager and she shall serve until such time as her successor is appointed by a majority interest of the membership of the Company.

ARTICLE VIII
MANAGEMENT DUTIES AND RESTRICTIONS

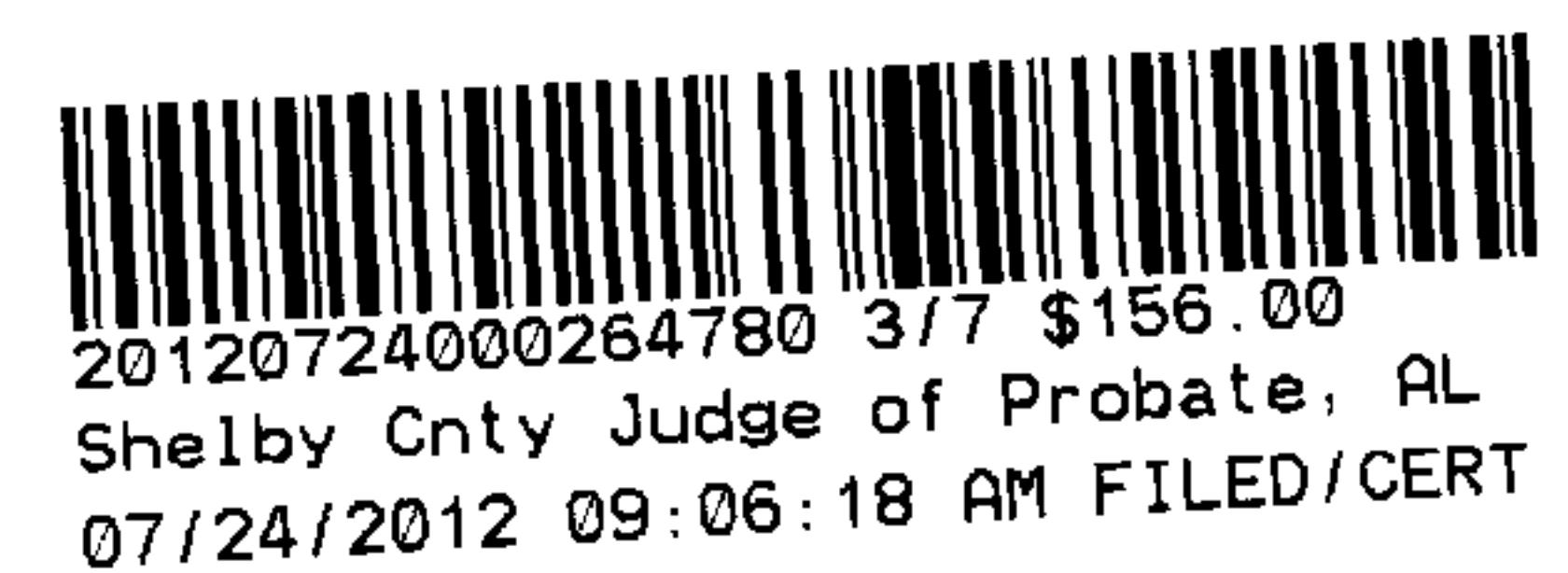
A. The Manager shall have all necessary and appropriate power and authority with respect to management, conduct and operation of the Company's business in all respects and in all matters, including without limitation, full power on such terms and for such periods as she may determine, to sell, convey, lease, mortgage and otherwise deal in any manner with the Company's property or any part thereof, or to make any agreements modifying any such lease or mortgage or other agreement, and to borrow or lend money for and on behalf of the Company.

B. The Company shall maintain and keep in full force and effect errors and omissions insurance covering the Manager and her successor covering their actions, duties and responsibilities as Managers of the Company.

C. The Company shall maintain and keep in full force and effect a general comprehensive public liability insurance policy with the Company named as the insured thereon and the Manager named as additional named insureds.

ARTICLE IX
BANKING

All funds of the Company shall be deposited in its name in such account or accounts, in such commercial bank and/or thrift institutions as may from time to time be designated by the Manager. All withdrawals therefrom shall be made upon checks, drafts or other instruments signed by the Manager or such other person or persons as the Manager may from time to time designate.



ARTICLE X
BOOKS

The Company's books shall be maintained at the Company's office, and the Members, or any one or more of them, shall at all reasonable times have access thereto. The fiscal year of the Company shall be the calendar year.

ARTICLE XI
AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time provided such amendment or amendments is/are approved by Members owning a majority interest in the Company voting in favor of such amendment or amendments. "Ownership Interest" as used herein shall mean Members owning a majority or more in the Company. Such interests are specifically set out in Article V above.

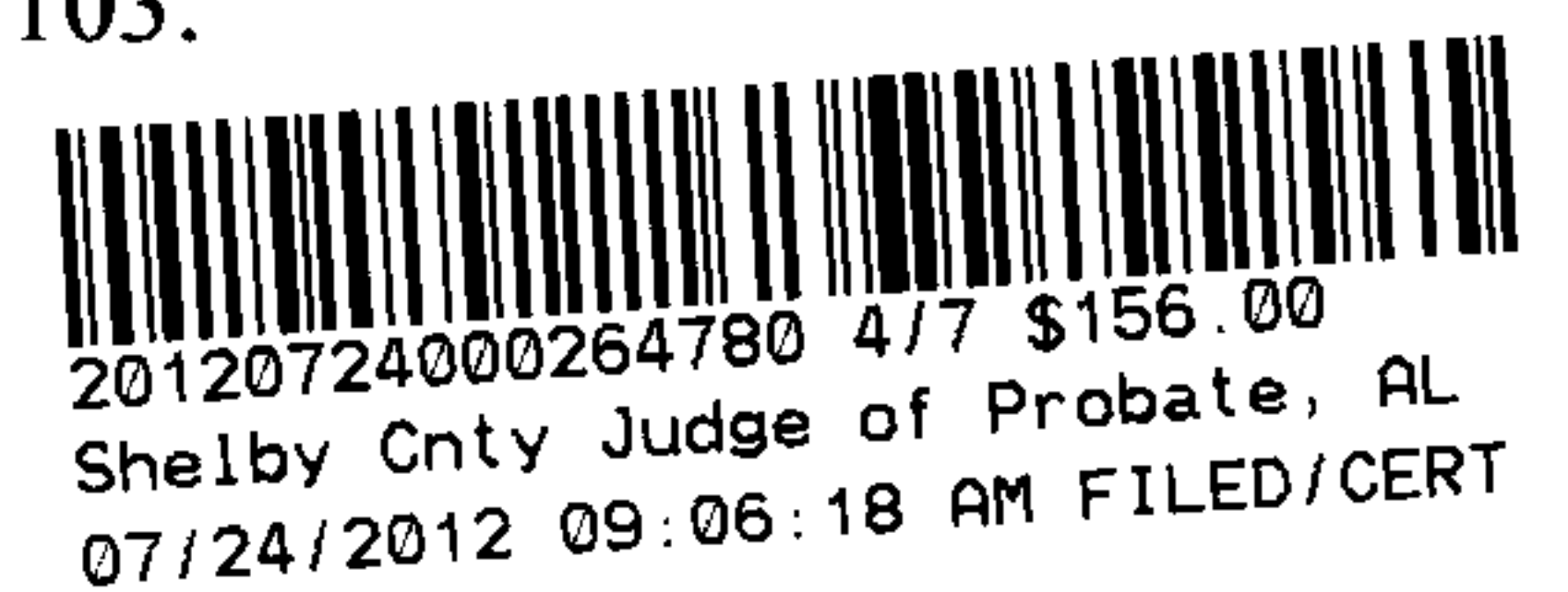
ARTICLE XII
ARBITRATION

Any controversy or claim arising out of, or relating to, this agreement or the breach thereof between the Members shall be settled by arbitration in Birmingham, Alabama in accordance with the rules then appertaining of the American Arbitration Association, and the decision of such arbitration panel may be entered in any Court having jurisdiction thereof.

ARTICLE XIII
NOTICE

All notices, elections, demands, requests, offers or acceptances contemplated by this agreement shall be in writing and shall be sent by registered or certified United States mail, postage prepaid, addressed to the Manager and Members at the following addresses:

- | | | |
|----|--------------------------|--|
| A. | John Douglas Stomps | 7600 Old Port Gibson Road
Port Gibson, Mississippi 39150 |
| B. | Patricia Lee Stomps Clay | 7045 Inverness Green Lane
Birmingham, Alabama 35242 |
| C. | Louis E. Stomps, Jr. | 9453 Earl Fields Circle
Northport, Alabama 35476 |
| D. | Deborah Stomps Mallory | 2312 North 57 th Street
Seattle, Washington 98103. |



ARTICLE XIV
APPLICABLE LAW

This agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Alabama.

ARTICLE XV
ADMISSION OF NEW MEMBERS

A. 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.

B. 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 XVI
DISSOLUTION

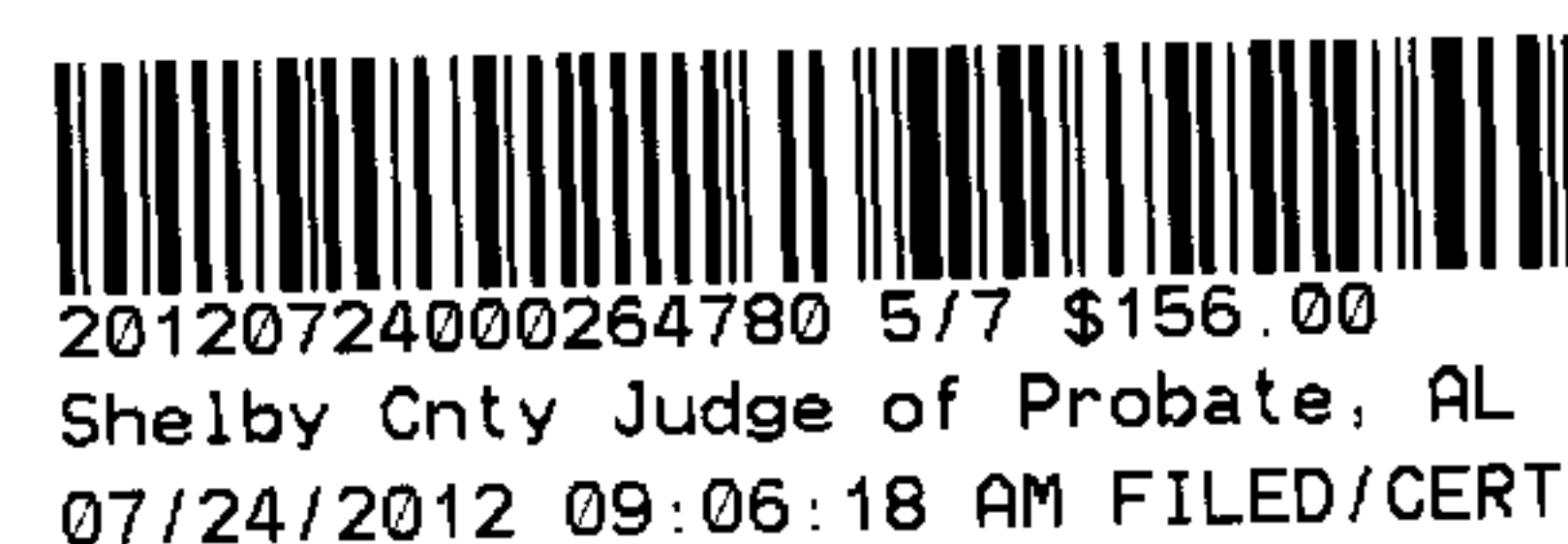
A. DISSOLUTION UPON THE OCCURRENCE OF SPECIFIED EVENTS: The occurrence of any of the following events or conditions will cause the Company to dissolve:

(1) **Majority Written Consent:** The written consent of a majority interest in the Company to dissolve, wind up and liquidate the Company.

B. DISSOLUTION AND DISSOLUTION AVOIDANCE FOLLOWING THE DISSOCIATION OF A MEMBER:

(1) **Dissociation Defined:** "Dissociation of a member" or "dissociation" occurs when the Company has notice or knowledge of an event that has terminated a member's continued membership in the Company in accordance with the provisions of Section 10-12-36 of the Act.

(2) **Means of Avoiding Dissolution Following Member Dissociation:**
(a) To avoid dissolution under this Section B(2)(a), the Company must have at least two remaining members. If a dissociation leaves the Company with only one remaining member, that member may admit an additional member.



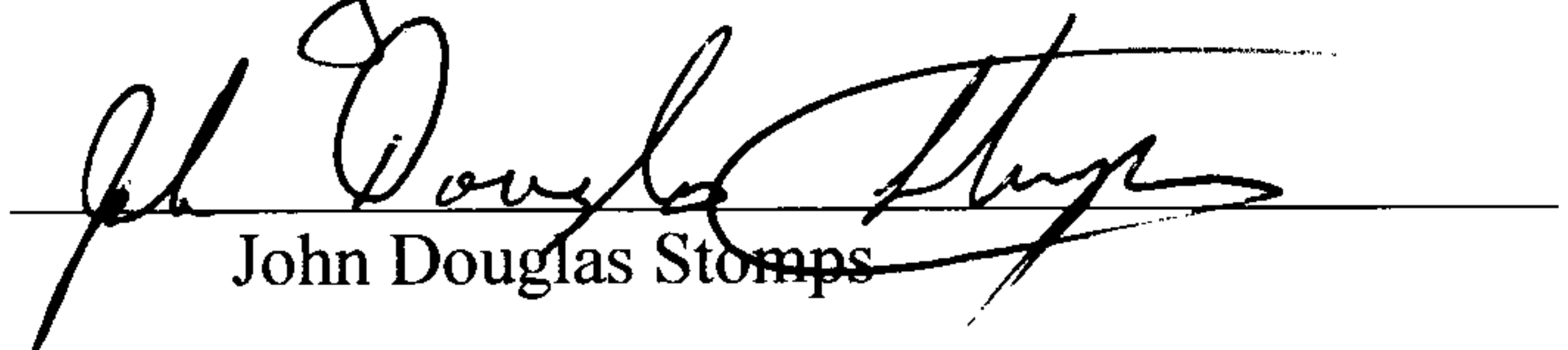
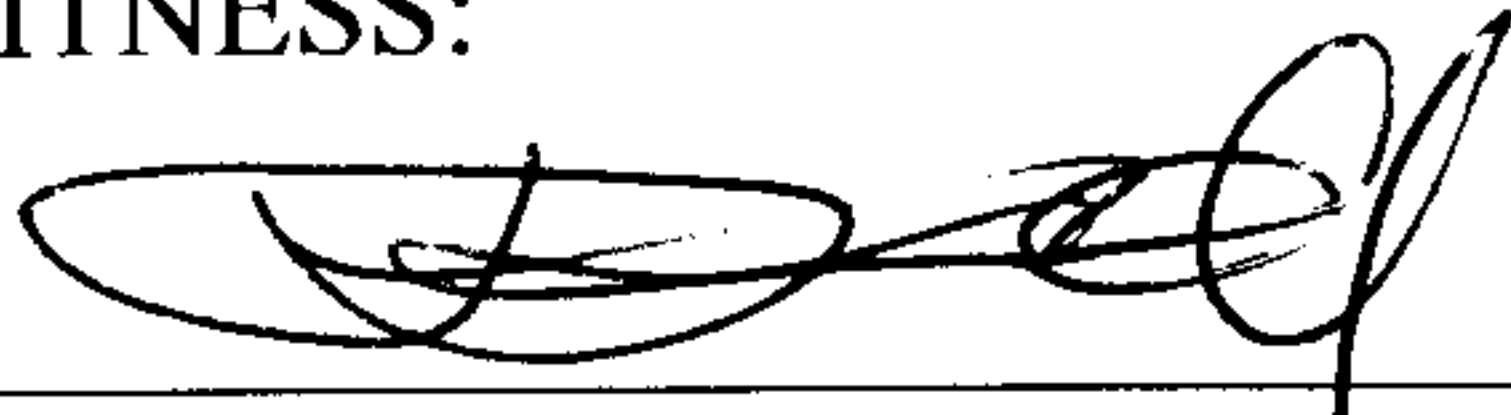
(b) In addition to any means for avoiding dissolution provided by statute, dissolution is avoided upon the dissociation of a member if, within ninety (90) days of the event of dissociation, the company is continued by the written consent of a majority-in-interest (as defined in Revenue Procedure 94-96 1994-28 IRB 129) of all other members. The consent may be by vote, at a properly called member meeting or in writing.

ARTICLE XVII
INTERIM DISTRIBUTIONS

The Company may make interim distributions to its members as approved by the Manager.

IN WITNESS WHEREOF, the undersigned Members has executed these Articles of Organization on this the 4th day of July, 2012.

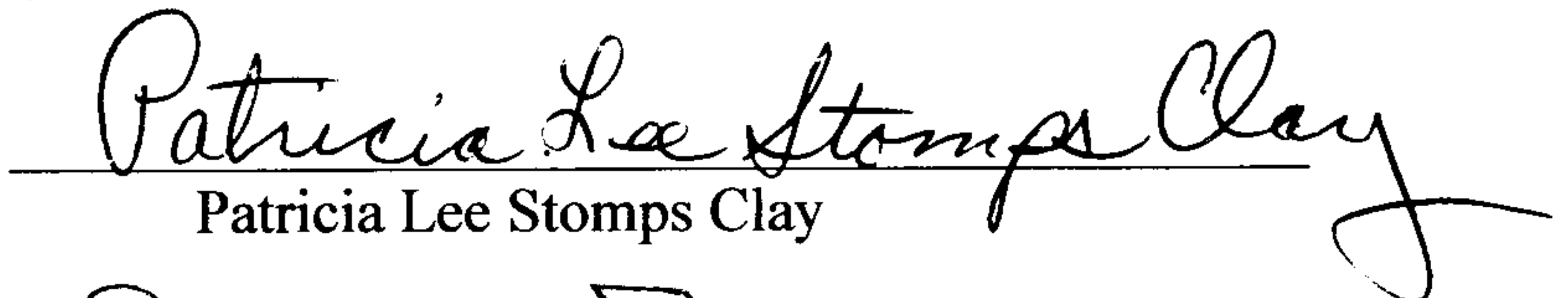
WITNESS:



John Douglas Stomps

WITNESS:

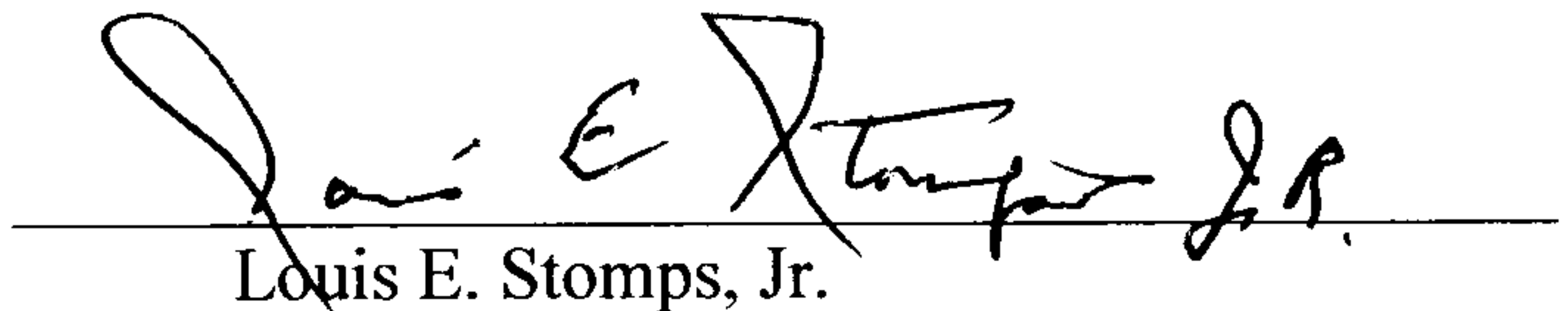
Virginia M Stomps



Patricia Lee Stomps Clay

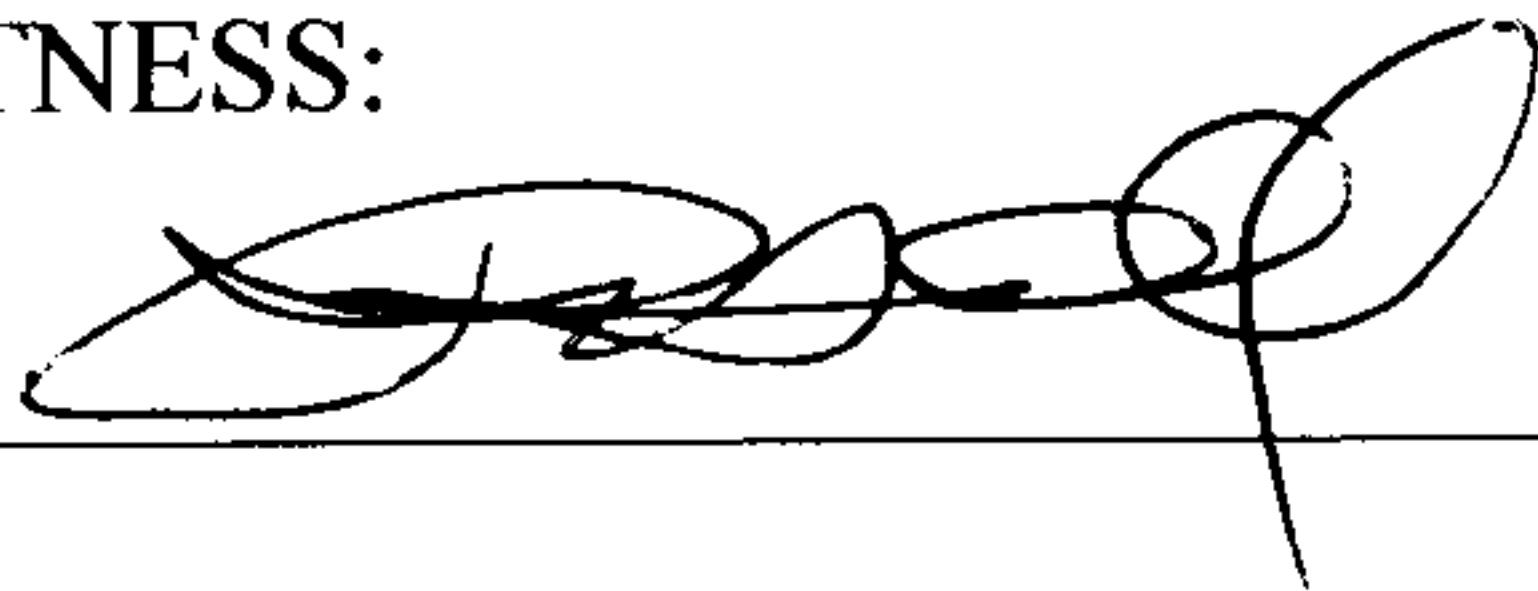
WITNESS:

James Norman Clay



Louis E. Stomps, Jr.

WITNESS:



Deborah Stomps Mallory

Beth Chapman
Secretary of State

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

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of the 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:

Stomps, L.L.C.

This domestic limited liability company is proposed to be formed in Alabama and is for the exclusive use of PATRICIA LEE STOMPS CLAY, 7045 INVERNESS GREEN LANE, BIRMINGHAM, AL 35242 for a period of one hundred twenty days beginning June 21, 2012 and expiring October 20, 2012

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.



607-535

July 18, 2012

Date

Beth Chapman

Beth Chapman

Secretary of State

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Shelby Cnty Judge of Probate, AL
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