

ARTICLES OF ORGANIZATION OF

FORTIS, LLC

The undersigned individual(s), for the purpose of forming and organizing a limited liability company pursuant to the *Alabama Limited Liability Company Act* and under the constitution and laws of the State of Alabama with all rights, powers, privileges, benefits and immunities thereunder, does/do hereby adopt the following Articles of Organization:

ARTICLE I

Name

The name of the limited liability company is **Fortis, LLC**, and shall be herein referred to as the "Company".

ARTICLE II

Duration

The company shall have a duration from the date of organization into *perpetuity*, unless it is dissolved and its affairs wound up prior to that date in accordance with the *Alabama Limited Liability Company Act*.

ARTICLE III

Purposes

The purposes for which the Company is formed are to do any and all things set forth to the same extent as natural persons in any part of the world, namely:

- a) **Principle Purposes.** Coaching, training, marketing and promoting the area of health and fitness to individuals.
- b) **Ancillary Purposes.** To do everything necessary, proper, advisable, or convenient for the accomplishment of the foregoing purposes, and to do all other things incidental to them or connected with them that are permitted or not forbidden by the *Alabama Limited Liability Company Act*, by other law, or by these Articles of Organization.

ARTICLE IV

Powers

To carry out the purposes hereinabove set forth, 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 have and exercise all the powers specified or otherwise permitted by the *Alabama Limited Liability Company Act*, as amended.

2. To enter into, make, perform and carry out, or cancel and rescind contracts for any lawful arrangements for sharing profits or providing pensions to its employees.

3. To make any guaranty respecting stocks, dividends, securities, indebtedness, interests, contracts or other obligations created by any individual, partnership, association, corporation, or other entity, to the extent that such guaranties are made in pursuance to the purposes set forth in this article.

4. To acquire (by purchase, exchange, lease, hire, or otherwise), hold, own, improve, manage, let as lessor, sell, convey, encumber, or mortgage, either alone or in conjunction with others, real estate of every kind, character, and description whatsoever (including all improvements located thereon) or any interest therein.

5. To acquire (by purchase, exchange, lease, hire, or otherwise), hold, own, manage, operate, mortgage, encumber, pledge, give as security, exchange, sell, deal in and dispose of, either alone or in conjunction with others, personal property, tangible or intangible, and commodities of every kind, character, and description whatsoever or any interest in them.

6. To acquire (by application, assignment, purchase, exchange, lease, hire or otherwise), hold, own, use, license, lease and sell, either alone or in conjunction with others, the absolute or any partial or qualified interest in and to inventions, improvements, letters patent and applications for them, licenses, privileges, processes, copyrights and applications for them, trademarks and applications for them, and trade names and applications for them.

7. To acquire (by purchase, exchange, lease, hire or otherwise), hold, own, use, pledge, assign, lease, sell, convey, encumber or mortgage, either alone or in conjunction with others, the rights, property, and business of any domestic or foreign corporations, associations, partnerships, individuals, or other entities.

8. To borrow or raise monies from time to time, without limit as to amount; to execute, accept, endorse, and deliver, as evidence of such borrowing, all kinds of securities, including, but without limiting the generality thereof, promissory notes, drafts, bills of exchange, bonds, debentures, and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment and performance of the obligations thereunder by mortgage on, pledge of, or other security interest or assignment (conditional or otherwise) in the whole or any part of the assets of the corporation, whether at the time owned or after acquired.

9. To make donations for the public welfare or for charitable, scientific, or educational purposes.

10. To indemnify (through insurance or otherwise) any person made a party to any action, suit, or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, is or was a member, manager, officer, or employee of the Company, or of any entity

which he served in such capacity at the request of the Company, against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it, and to reimburse any such person any amount paid upon any judgment or in the reasonable costs of settlement of any such action, suit or proceedings; but to make no indemnification or reimbursement in relation to matters as to which it shall be finally adjudged in this action, suit, or proceeding that the member, manager, officer, or employee is liable for gross negligence or willful misconduct in the performance of duty to the Company or other entity for which such person is serving at the request of the Company.

11. To do all and everything necessary, suitable, or proper for the accomplishment of any of the enumerated purposes, the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in conjunction with other limited liability companies, corporations, firms or individuals, and to 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.

ARTICLE V

Address and Registered Agent

The initial registered office of the Company is located at **104 Water Elm Drive, Maylene, Alabama 35114**, and the initial registered agent at that address is **Leigh G. Hulsey**.

ARTICLE VI

Members

The names and mailing addresses of the members of the Company are as follows:

Leigh G. Hulsey
104 Water Elm Drive
Maylene, Alabama 35114

Dawn M. South
104 Water Elm Drive
Maylene, Alabama 35114

James T. Washer, Jr.
104 Water Elm Drive
Maylene, Alabama 35114

ARTICLE VII

Continuity After Event of Dissociation

The Company shall dissolve when there is no remaining member in the Company unless

(a) the holders of all of the financial rights in the Company agree in writing, within ninety (90) days after the cessation of membership of the last member, to continue the legal existence and business of the Company and to appoint one or more members; or

(b) the legal existence and business of the Company is continued, and one or more new members are appointed, in the manner stated in the Operating Agreement.

ARTICLE VIII
Liabilities of Members

The members of the Company, as such, shall not be liable for or under any judgment, decree or order of a court against the Company, or in any other manner, for any debt, obligation or liability of the Company.

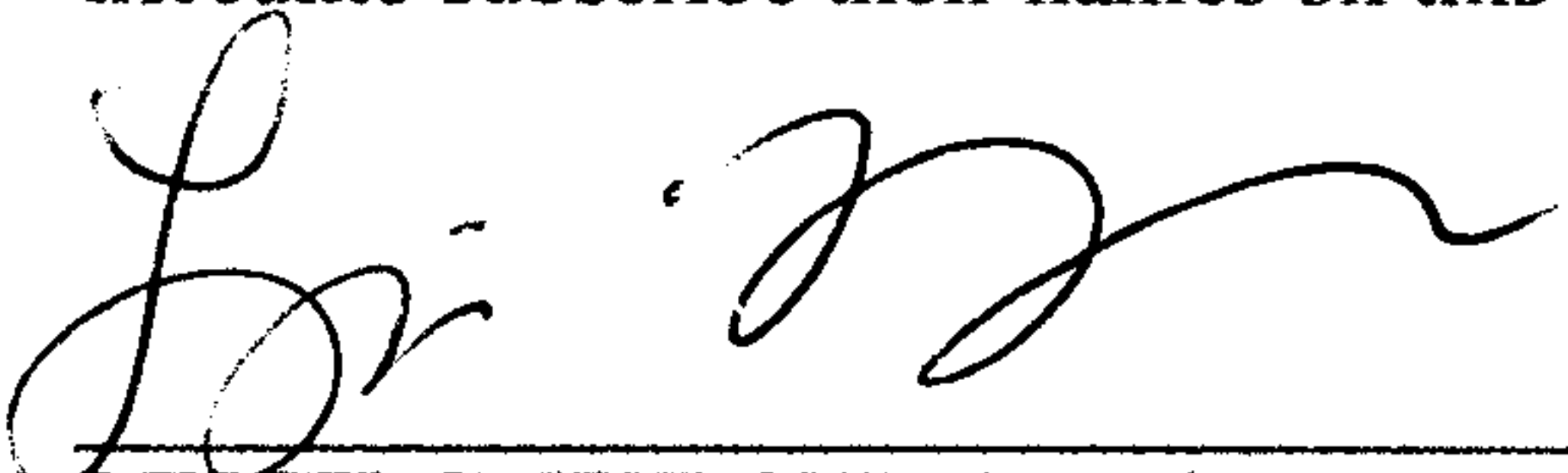
ARTICLE IX
Operating Agreement

An Operating Agreement of the Company shall be executed by each member of the Company and shall set forth all provisions relating to the affairs of the Company and the conduct of its business, to the extent that such provisions are not inconsistent with the laws of the State of Alabama or these Articles of Organization.

ARTICLE X
Management

The Company shall be managed by **Leigh G. Hulsey, Dawn M. South and James T. Washer, Jr.**, who shall possess equal, continuing authority to make all decisions necessary to fulfill the purpose of this business.

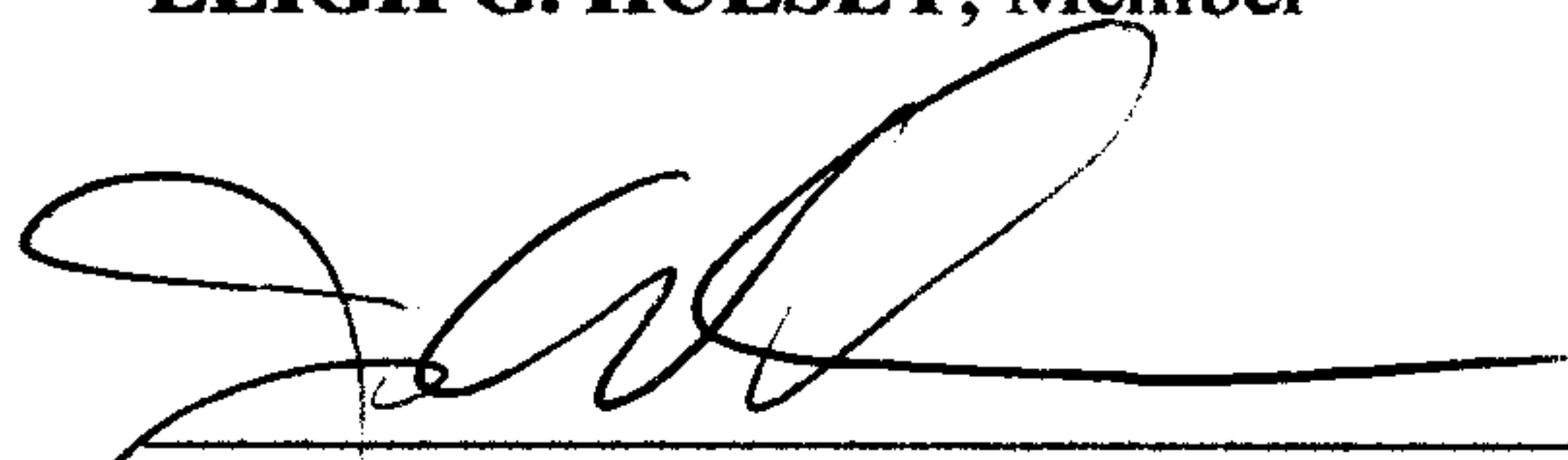
IN WITNESS WHEREOF, undersigned, being the members of the Company, do hereunto subscribe their names on this the 9th day of August, 2012.



LEIGH G. HULSEY, Member



DAWN M. SOUTH, Member



JAMES T. WASHER, JR., Member

This instrument was prepared by:
Ed Parish, Jr., Esq.
THE PARISH LAW FIRM
323 Adams Avenue
Post Office Box 52
Montgomery, AL 36101-0052
(334) 263-0003
(334) 263-0032 fax

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:

Fortis, LLC

This domestic limited liability company is proposed to be formed in Alabama and
is for the exclusive use of Leigh G. Hulsey, 104 Water Elm Drive, Maylene, AL
35114 for a period of one hundred twenty days beginning August 9, 2012 and
expiring December 7, 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.**

August 9, 2012

Date

Beth Chapman

608-957

Beth Chapman

Secretary of State



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Shelby Cnty Judge of Probate, AL
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