


STATE OF ALABAMA)
COUNTY OF SHELBY)


20121003000377560 1/4 \$156.00
Shelby Cnty Judge of Probate, AL
10/03/2012 11:02:33 AM FILED/CERT

**CERTIFICATE OF FORMATION
OF
M & G ITF, LLC**

Pursuant to the provisions of the Alabama Limited Liability Company Law (the "Act"), M & G ITF, LLC adopts the following Certificate of Formation:

1. The name of the limited liability company is M & G ITF, LLC, hereinafter referred to in this Certificate of Formation as the "Company."

2. The Company shall have perpetual existence; provided, however, that the Company shall cease to exist upon its dissolution in accordance with Section 10A-5-7.01 of the Act.

3. The purpose for which the Company is organized is the transaction of any and all lawful business for which a limited liability company may be organized under the Act, including, without limitation, the following:

(a) To engage in the business of establishing, owning and operating gym and fitness facilities, as well as performing accounting work;

(b) To accomplish any lawful business whatsoever or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its property;

(c) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act or under the laws of any jurisdiction in which the Company may conduct its business; and

(d) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

4. The location and mailing address of the initial registered office of the Company is 201 Cahaba Park Circle Suite 200 Birmingham, AL. The name of its initial registered agent at that address is David Morris.

5. The name and mailing address of the initial member of the Company is David Morris, 201 Cahaba Park Circle Suite 200 Birmingham, AL.

6. The name and mailing address of the Organizer of the Company is David Morris, 201 Cahaba Park Circle Suite 200 Birmingham, AL.

7. The members of the Company, acting by unanimous written consent thereof, shall have the right to admit additional members (including substitute members) to the Company; provided, however, that if there shall be only one remaining member of the Company, and such member assigns the member's entire membership interest (including financial and other rights), the assignee of such membership interest shall be automatically admitted as a substitute member of the Company without any further action on the part of such remaining member. The terms and conditions of the admission of additional members (including substitute members) to the Company shall be as set forth in the Operating Agreement of the Company.

8. Except as otherwise specifically required by any non-waivable provisions of Section 10A-5-7.01 of the Act, the cessation of a member's membership in the Company shall not result in the dissolution of the Company. In the event a member ceases to be a member of the Company (whether such cessation is voluntary or involuntary), and such member was at the time of such cessation of membership the

only remaining member of the Company, the holders of all the financial rights in the Company may agree in writing to continue the legal existence and business of the Company and to appoint one or more new members to the Company.

9. Management of the Company shall be vested in one or more managers. The powers and duties of these managers shall be defined further in the Operating Agreement of the Company. The name and mailing address of the initial manager of the Company is David Morris, 201 Cahaba Park Circle Suite 200 Birmingham, AL.

10. (a) No members or managers shall be liable to the Company or any other person, firm or entity for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member or manager on behalf of the Company.

(b) Each member and manager shall be fully protected in relying upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any person, firm or entity as to matters within the professional or expert competence of such person or entity and who or which has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the members might properly be paid.

(c) To the extent that, at law or in equity, a member or manager has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any member, such member or manager acting under this Certificate of Formation or the Operating Agreement of the Company shall not be liable to the Company or to any member thereof for the member's or manager's reliance on the provisions of this Certificate of Formation, the Operating Agreement of the Company or the Act. The provisions of this Article 10, to the extent that they restrict the duties and liabilities of a member or manager otherwise existing at law or in equity, shall replace such other duties and liabilities of such member or manager.


11. (a) To the fullest extent permitted by applicable law, each member and manager shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such member or manager by reason of any act or omission performed or omitted by such member or manager on behalf of the Company.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a member or manager in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the member or manager to repay such amount if it shall be determined that the member or manager is not entitled to be indemnified as authorized in this Article 11.

(c) The Company may purchase and maintain insurance, to the extent and in such amounts as the manager shall, in his or her sole discretion, deem reasonable, on behalf of the members and manager and such other persons or entities as the managers shall determine, against any liability that may be asserted against or expenses that may be incurred by any such person or entity in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Article 11.

12. Any amendment to this Certificate of Formation shall be approved by a vote of all the members of the Company entitled to vote thereon.

IN WITNESS WHEREOF, the undersigned, as the organizer of the Company named herein, executes this Certificate of Formation on this the 3rd day of October, 2012.



David Morris, Organizer

This instrument prepared by:
E. Vaughn McWilliams
McWilliams Law, LLC
2100 1st Avenue N., Suite 600
Birmingham, AL 35203



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:

M & G ITF, LLC

This domestic limited liability company is proposed to be formed in Alabama and is for the exclusive use of T. Michael Goodrich, Goodrich Firm , 2100 First Avenue North, Suite 600 , Birmingham, AL 35203 for a period of one hundred twenty days beginning October 2, 2012 and expiring January 30, 2013.



612-195

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.

October 2, 2012

Date

Beth Chapman

Beth Chapman

Secretary of State



20121003000377560 4/4 \$156.00
Shelby Cnty Judge of Probate, AL
10/03/2012 11:02:33 AM FILED/CERT