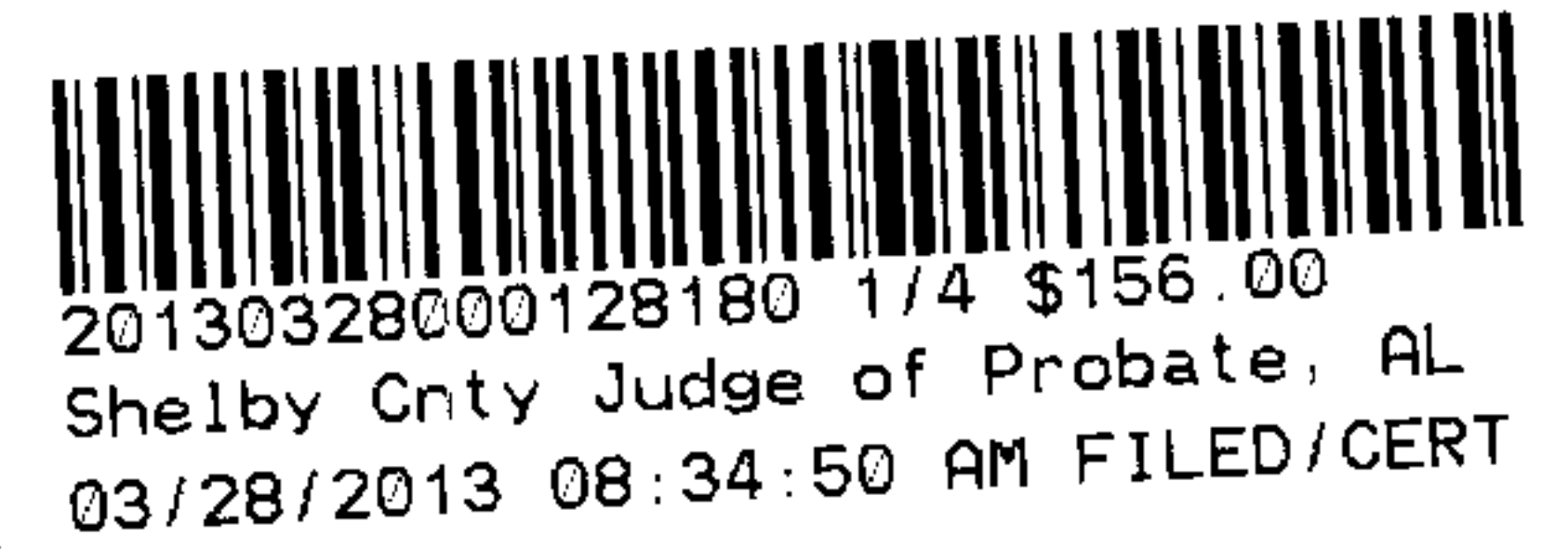


**ARTICLES OF ORGANIZATION  
OF  
EQUIPMENT & PARTS SOLUTIONS, LLC**



1. The name of the limited liability company is Equipment & Parts Solutions, LLC.
2. The period of its duration is perpetual.
3. The purpose for which the limited liability company is organized is the transaction of any or all lawful business for which a limited liability company may be organized under the Alabama Limited Liability Company Act, including, but not limited to, the purchase, sale, development, management, and lease of, and investment in real and personal property, and engaging in any and all actions necessary or incidental to the foregoing.
4. The location and mailing address of the initial registered office of the limited liability company is 1015 Highway 72 East, Tuscumbia, Alabama 35674, and the name of its initial registered agent at such address is James Tassin.
5. The name and address of the initial member of the limited liability company is Steve Ollin McCullough, 188 Savannah Lane, Calera, Alabama 35040.
6. The initial member of the limited liability company shall have the right to admit additional members, provided, however, that so long as there shall be only one member of the limited liability company, an assignee of such sole member of the limited liability company shall be admitted as a substitute member automatically in the event that such sole member's entire membership interest (including financial and other rights) in the limited liability company is transferred (whether upon the death of the sole member of the limited liability company or otherwise) to such assignee.
7. Except as specifically required by any non-waivable provisions of Section 10-12-37 of the Code of Alabama (1975), as amended, the cessation of the membership in the limited liability company by any member shall not result in the dissolution of the limited liability company.
8. Management of the limited liability company shall be vested in the initial member.
9. (a) No member shall be liable to the limited liability 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 on behalf of the limited liability company.  
  
(b) A member shall be fully protected in relying upon the records of the limited liability company and upon such information, opinions, reports, or statements presented to the limited liability 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



limited liability 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 member might properly be paid.

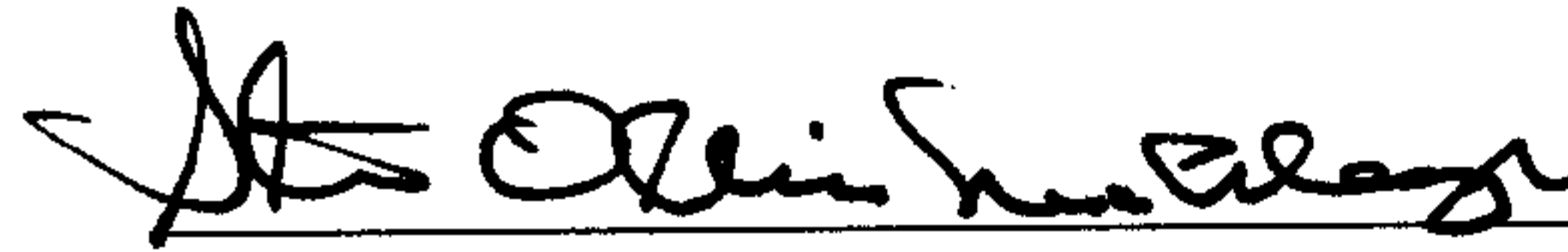
(c) To the extent that, at law or in equity, a member has duties (including fiduciary duties) and liabilities relating thereto to the limited liability company or to any other member, a member acting under these articles of organization or the operating agreement (as may be in effect from time to time) of the limited liability company shall not be liable to the limited liability company or to any other member for its reliance on the provisions of these articles of organization, the operating agreement (as may be in effect from time to time) of the limited liability company, or the Alabama Limited Liability Company Act. The provisions of this Article 9, to the extent that they restrict the duties and liabilities of a member otherwise existing at law or in equity, shall replace such other duties and liabilities of such member.

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

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a member in defending any claim, demand, action, suit, or proceeding shall, from time to time, be advanced by the limited liability company prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the limited liability company of an undertaking by or on behalf of the member to repay such amount if it shall be determined that the member is not entitled to be indemnified as authorized in this Article 10.

(c) The limited liability company may purchase and maintain insurance, to the extent and in such amounts as the members shall, in their sole discretion, deem reasonable, on behalf of some or all of the members and of such other persons or entities as the members 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 limited liability company or such indemnitees, regardless of whether the limited liability company would have the power to indemnify such person or entity against such liability under the provisions of this Article 10. The members and the limited liability company may enter into indemnity contracts with any member and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Article 10 and containing such other procedures regarding indemnification as are appropriate.

The undersigned, acting as the initial member of the limited liability company named herein in accordance with the Alabama Limited Liability Company Act, executes these Articles of Organization this 26 day of MARCH, 2013.

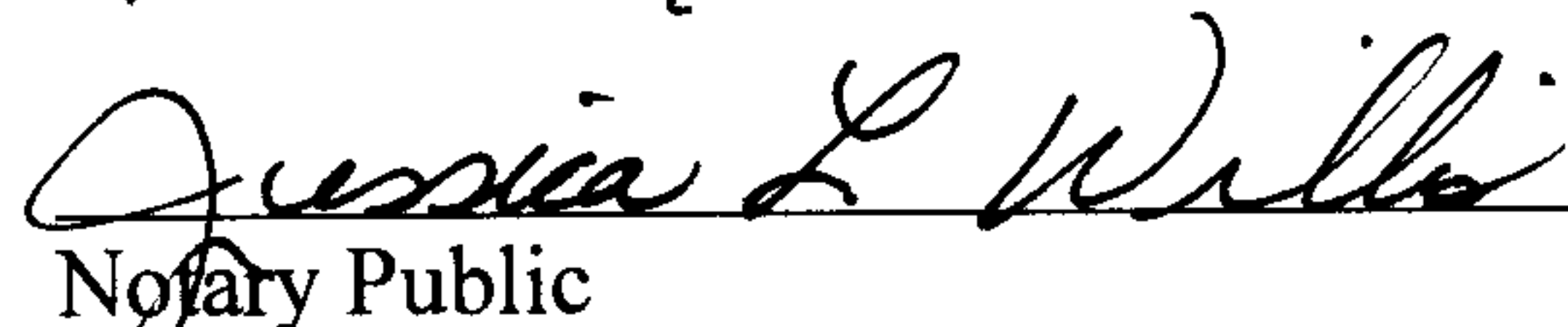


Steve Ollin McCullough  
As the Member

STATE OF ALABAMA                    )  
COUNTY OF COLBERT                )

I, the undersigned a notary public in and for said County in said State, hereby certify that Steve Ollin McCullough, whose name is signed to the foregoing Articles of Organization of Equipment & Parts Solutions, LLC, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 26 day of March, 2013.



Notary Public

My Commission expires: 6-25-2014

[NOTARIAL SEAL]



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Shelby Cnty Judge of Probate, AL  
03/28/2013 08:34:50 AM FILED/CERT



Beth Chapman  
Secretary of State

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Shelby Cnty Judge of Probate, AL  
03/28/2013 08:34:50 AM FILED/CERT

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:

**Equipment & Parts Solutions, LLC**

This domestic limited liability company is proposed to be formed in Alabama and  
is for the exclusive use of Steve Ollin McCullough, 1015 Highway 72 East,  
Tuscumbia, AL 35674 for a period of one hundred twenty days beginning March  
19, 2013 and expiring July 18, 2013.



623-309

**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.**

March 19, 2013

Date

*Beth Chapman*

Beth Chapman

Secretary of State