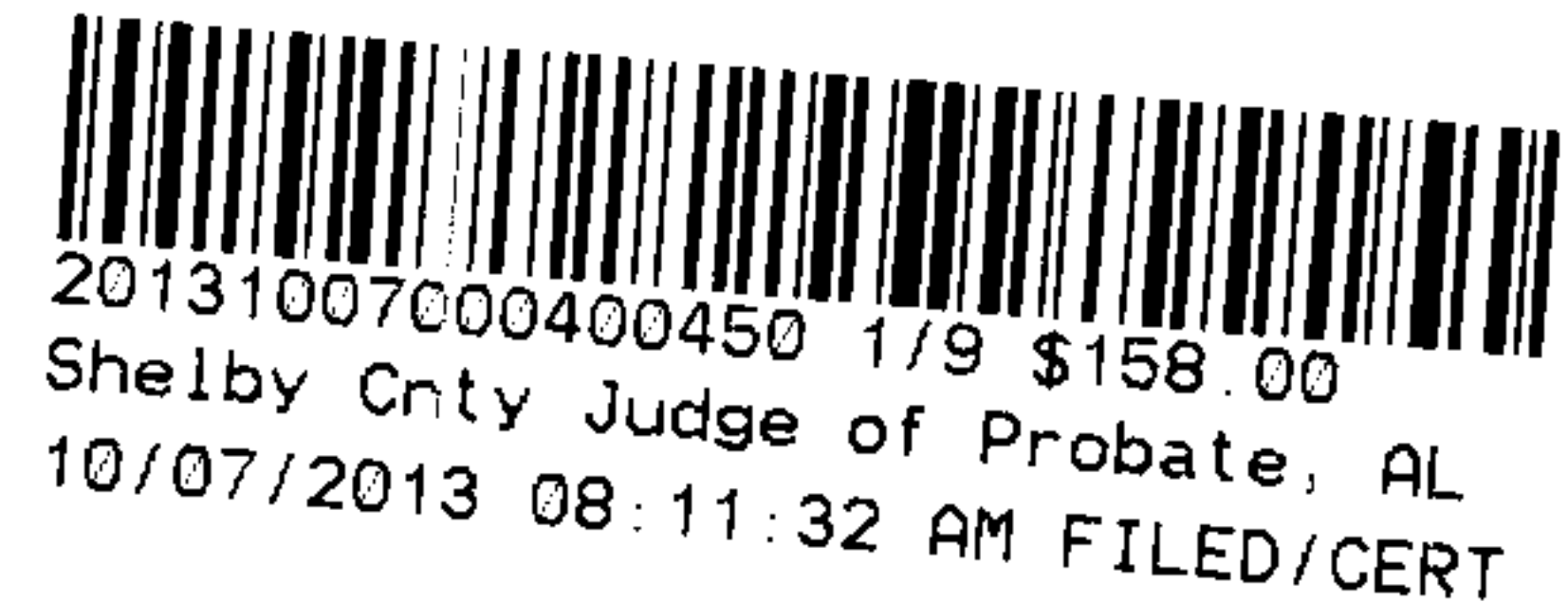


STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-1-3.05 and 10A-5-2.02 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.



(For County Probate Office Use Only)

The information completing this form must be typed or laser printed.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06):

R.P. & K Construction Services, LLC

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached [proves name reservation under 10A-1-4.02(f)].

(For SOS Office Use Only)

This form was prepared by: (type name and full address)

Kristin M. Kizziah
66-2 Salser Lane
Birmingham, Alabama 35242

LLC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

Street (**No PO Boxes**) address of principal office of the limited liability company (LLC):

104 Canyon Park Circle, Suite C, Birmingham, Alabama 35124

Mailing address of principal office (if different from street address): _____

4. The name of the Registered Agent: Bruce Kindler

Street (**No PO Boxes**) address of Registered Agent (if different from principal office address):

104 Canyon Park Circle, Suite C, Pelham, Alabama 35124

Mailing address of Registered Agent (if different from street address): _____

5. Purpose for which the limited liability company formed: engage in any lawful act or activity for which limited

liability company may be organized under the laws of Alabama; the purpose includes the transaction of any lawful business for which limited liability companies may be organized in Alabama under Title 10A, Chapter 5 of the Code of Alabama.

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): Kristin M. Kizziah, Bruce Kindler, Rosendo Pena

Street (**No PO Boxes**) address of Organizer(s): 104 Canyon Park Circle, Suite C, Pelham, Alabama 35124

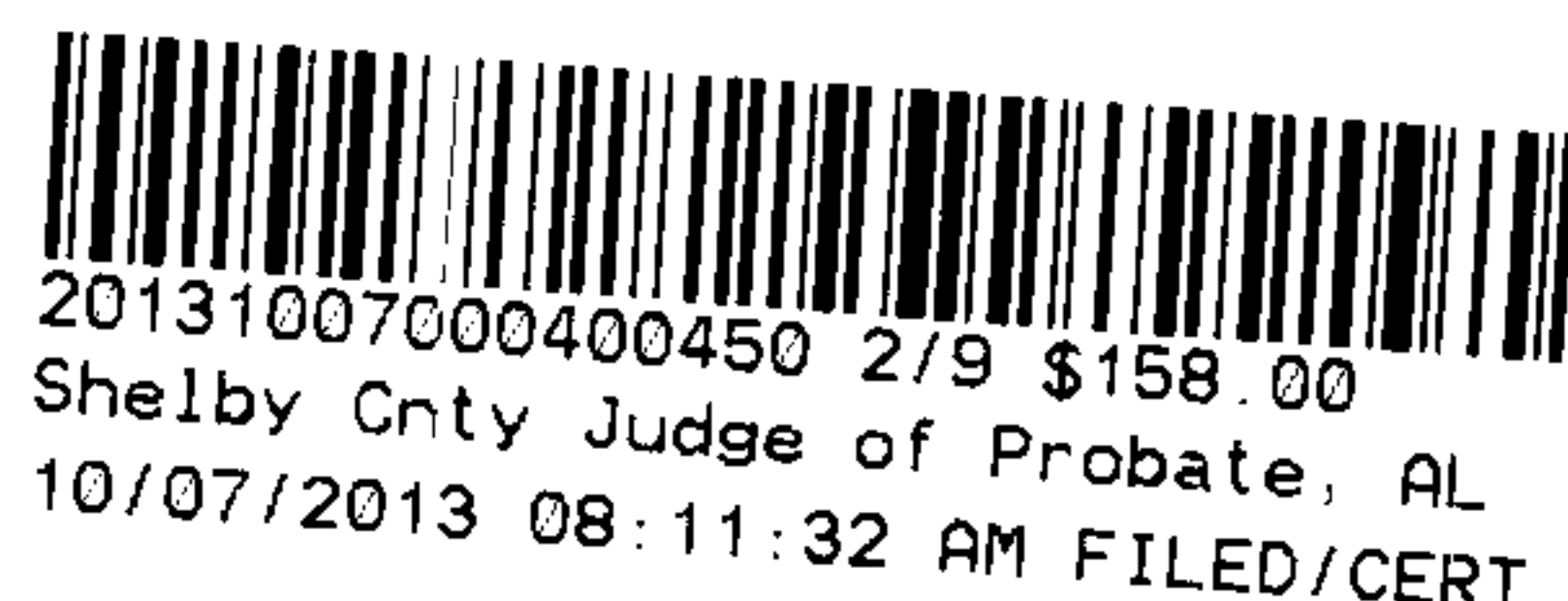
_____ Mailing address of Organizer(s) – (if different from street address): _____

Attach a listing if more Organizers need to be added.

8. If the limited liability company is to be managed by one or more managers, give the number of managers 2 and the names and mailing addresses of the manager or managers who are to serve as managers until their successors are elected and begin serving:

Manager's Name: Bruce Kindler

Mailing address of Manager: 104 Canyon Park Circle, Suite C, Pelham, Alabama 35124



DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

Manager's Name: Rosendo Pena

Mailing address of Manager: 104 Canyon Park Circle, Suite C, Pelham, Alabama 35124

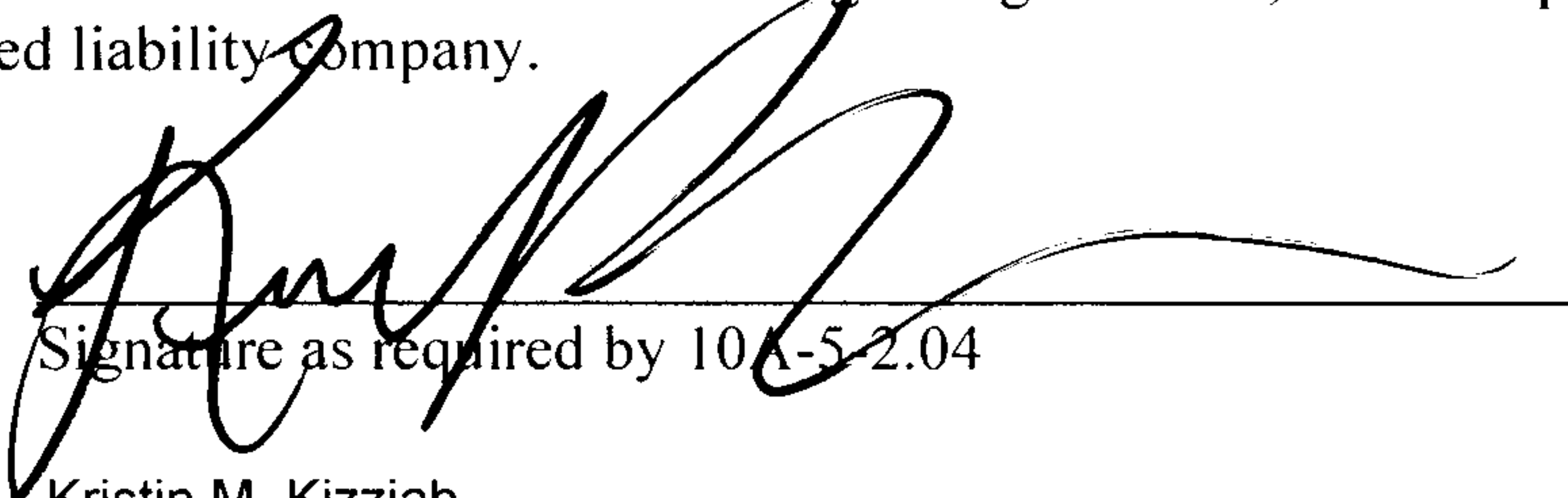
Attach listing if more Managers need to be added.

9. The right, if given, of the member or members to admit additional members, and the terms and conditions of the admission are attached.
10. The circumstances, if any, under which the cessation of membership of one or more members will result in dissolution of the limited liability company are attached.
11. The filing of the limited liability company is effective immediately on the date filed by the judge of probate or at the later date specified in this filing (no more than 90 days after date of signing). 10A-1-4.12

The undersigned specify 10 / 3 / 2013 as the effective date (must be later than the date filed in the office of the county judge of probate, but not more than 90 days after the date of signing).

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability company.

10 / 3 / 2013
Date (MM/DD/YYYY)


Signature as required by 10A-5-2.04

Kristin M. Kizziah

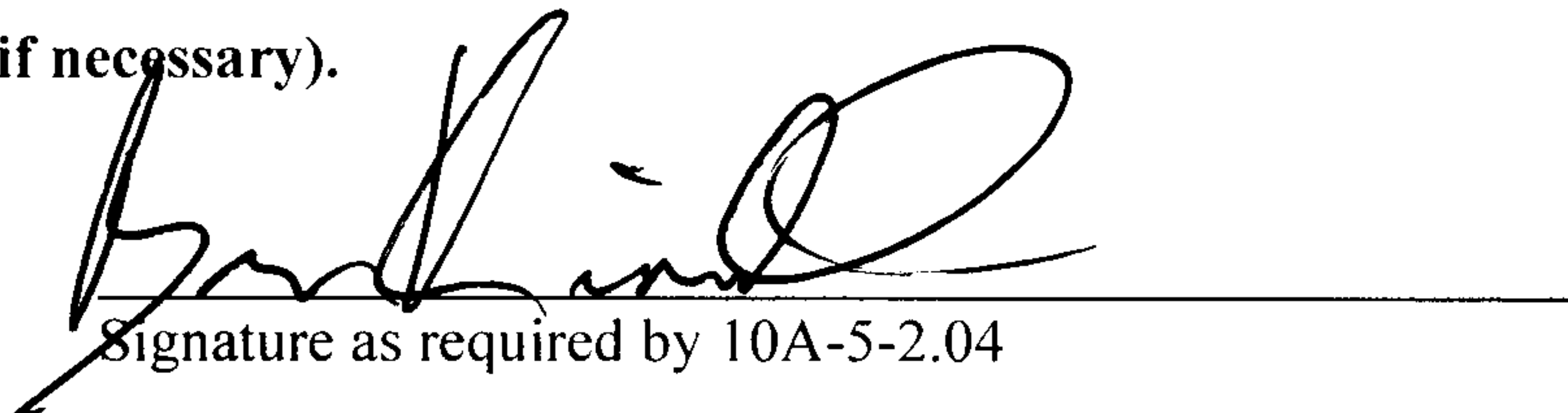
Typed Name of Above Signature

Organizer

Typed Title (Member, Organizer or Attorney-in-fact)

Additional members may sign (attach listing if necessary).

10 / 3 / 2013
Date (MM/DD/YYYY)


Signature as required by 10A-5-2.04

Bruce Kindler

Typed Name of Above Signature

Member-Manager

Typed Title (Member)

ARTICLES OF ORGANIZATION and OPERATING AGREEMENT FOR

R.P. & K Construction Services, LLC

In consideration, the persons named below as "Members" hereby covenant and agree to be bound to the following as their LIMITED-LIABILITY COMPANY OPERATING AGREEMENT dated this *Sixteenth* day of *September*, 2013 (this "Agreement" or this "Operating Agreement") for *R.P. & K Construction Services, LLC*, a limited-liability company organized under the laws of the State of *Alabama* (hereinafter known as "the LLC"):

ARTICLE I. DEFINITIONS

As used in this Operating Agreement, the following terms are to have the meaning as stated below:

"LLC" means "Limited-Liability Company" and "the LLC" means *R.P. & K, LLC*.

"LLC Units" or "Units" means measures of ownership in the LLC. The capital structure of the LLC shall consist of Units all of the same class with equal rights for all purposes under this Operating Agreement.

"LLC Unit Percentage" means, with respect to an LLC member, the percentage derived from the following fraction: number of LLC Units held by such Member divided by the total number of LLC Units held by all Members (and, thereafter, multiplying said fraction by 100 to arrive at a percentage).

"State Law" means the laws of the State of *Alabama*.

"Vote in interest of LLC members" means a vote of the LLC members in which each LLC member shall have one vote per LLC Unit possessed; for example, a member possessing 150 LLC Units would have 150 votes in interest.

"Supermajority vote in interest of LLC members" means a vote of the LLC members in which each LLC member shall have one vote per LLC Unit possessed and the number of affirmative votes for any resolution before the members shall be more than 66% of the outstanding LLC Units. For example, if there are 1000 outstanding LLC Units, 667 affirmative votes are required to achieve a Supermajority vote in interest upon a resolution before the members.

ARTICLE II. GENERAL PROVISIONS

Section 2.1. Formation. Articles of Organization either already have been filed with the appropriate State office or shall shortly be done so. The Members shall execute or cause to be executed all other instruments, certificates, notices and documents as may now or hereafter be required for the formation, valid existence and, when appropriate, termination of the LLC as a limited-liability company under the laws of the State of *Alabama*.

Section 2.2. Company Name. The name of the LLC is "*R.P. & K Construction Services, LLC*" or such other name or names as may be selected by the Members from time to time and its business shall be carried on in such name with such variations and changes as the Members deem prudent.

Section 2.3. Purpose of the LLC. The purpose of the LLC is to engage in any lawful act or activity for which a limited-liability company may be organized under the laws of the State of *Alabama* including, but not limited to, general construction and construction related activities.

Section 2.4. Place of Business. The business address of the LLC as determined by the Members shall be 104 Canyon Park Circle, Suite C, Pelham, Alabama 35124. The LLC may from time to time have such other place or places of business, within or without the State of *Alabama*, as the Members may decide.

Section 2.5. Registered Agent. The registered agent of the LLC shall be Bruce Kindler, as determined by the Members who shall also possess the power to remove or replace a currently serving LLC registered agent, service to the registered agent can be sent to 104 Canyon Park Circle, Suite C, Pelham, Alabama 35124.

Section 2.6. Business Transactions of a Member with the Company. A Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the LLC and, subject to applicable law, shall have the same rights and obligations with respect to any such matter as a Person who is not a Member.

Section 2.7. Company Property. No real or other property of the LLC shall be deemed to be owned by any Member individually, but shall be owned by and title shall be vested solely in the LLC.

Section 2.8. No Term to Existence. The LLC's existence shall commence on the date of the filing of the Article of Organization with the appropriate state office and, thereafter, the LLC's existence shall be perpetual without term.

Section 2.9. Accounting Period. The close of the LLC's year for financial statement and federal income-tax purposes shall be as determined by the Members.

ARTICLE III. MEMBERS

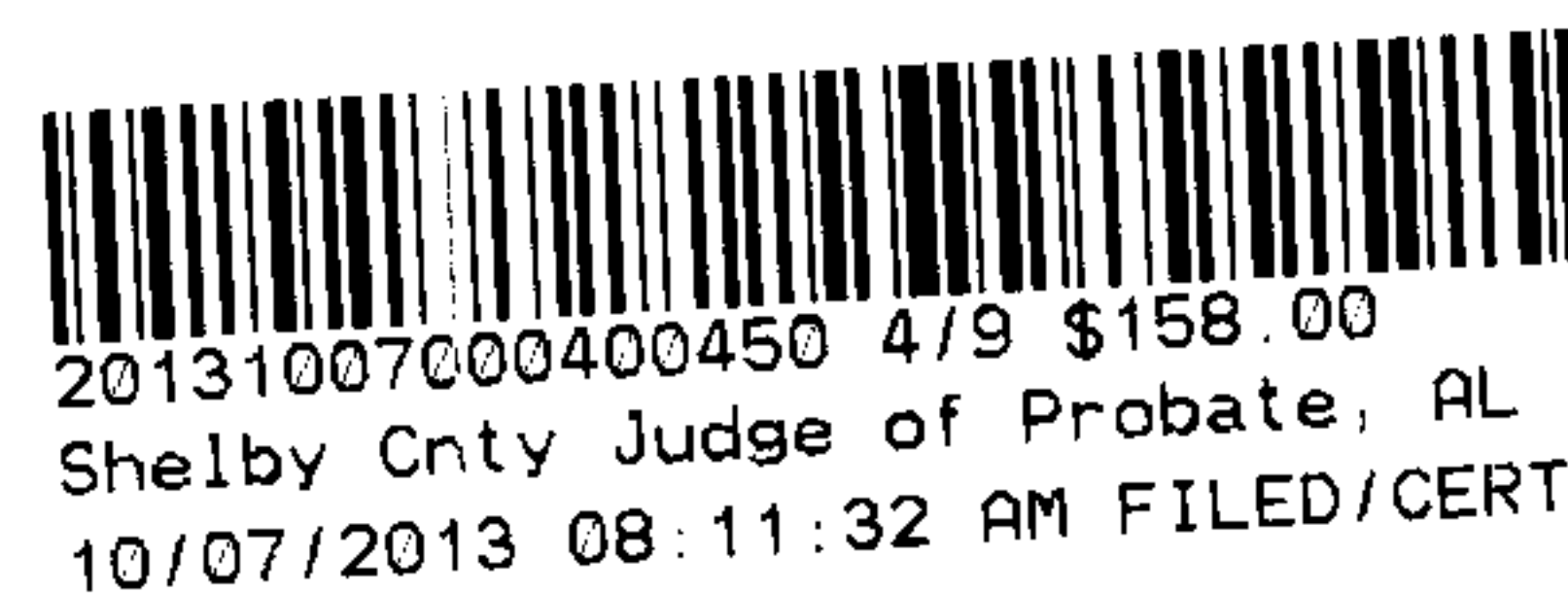
Section 3.1. Members. The name, initial capital contribution, LLC Units and LLC Unit Percentage of the Members are set forth in the below table, which shall be amended from time to time to reflect the admission of new Members.

Member Name	Contribution	Initial Capital	LLC Units	LLC Unit %	Percentage of Ownership
Bruce Kindler	\$50.00			50%	50%
Rosendo Pena	\$50.00			50%	50%

Section 3.2. Admission of New Members. New members may be admitted to the LLC by an affirmative majority vote in interest of LLC members.

Section 3.3. No Liability of Members. All debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and no member shall be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a member. This section does not prevent an LLC member, should he or she so choose, from separately agreeing to guaranty or otherwise become liable for a debt which is also one of the LLC.

Section 3.4. Access to Books and Records of LLC. Each LLC member shall have the right to inspect the books and records of the LLC during normal business hours after the giving of reasonable notice of this intent to the LLC custodian of said documents and information; however, each member



gaining access to the books and records of the LLC shall hold this information confidential and only use LLC information for the furtherance of LLC business and interests or for making investment decisions regarding the member's LLC interest. Upon withdrawal or departure as a member of an LLC, a member shall deliver all LLC books and records in his or her possession to the remaining LLC members or managers.

Section 3.5. Actions by the Members; Meetings; Quorum. The LLC members may take any action at a meeting in person, by proxy, or without a meeting by written resolution in accordance with Section 3.5(d). Meetings of LLC members may be conducted in person or by telephone conference. A voting proxy given by an LLC Member to another person must be in writing.

a. Voting. Each LLC member shall be entitled to vote upon all matters for which LLC members have the right to vote. All LLC member votes shall be tallied by interest under which each member shall be entitled to one vote for each LLC Unit possessed (for example, a member possessing 150 LLC Units shall be entitled to 150 votes upon any matter submitted to the LLC Members for a vote). Each vote per LLC Unit shall carry the same weight and have the same value, for voting purposes, as every other LLC Unit. Should state law create statutory situations where LLC member votes are to be taken on a one vote per member basis, votes per member (as opposed to per LLC Unit interest) shall be limited to those specific circumstances under which state law requires such a vote.

b. Unless another percentage is given elsewhere in this operating agreement or by state law, all LLC member votes on any matter shall require an affirmative vote in interest by LLC members of LLC Unit in excess of 50% of the outstanding total to pass or approve the motion, resolution, or otherwise take action by the LLC members. For example, if there are 1000 LLC Units outstanding, a vote of 501 LLC Units in favor of a resolution is required for its passage unless the resolution involves a matter for which this operating agreement or state law requires a higher percentage.

c. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members with the percentage of votes (per LLC units) sufficient to approve the action pursuant to the terms of this Agreement resolve thereto in writing and the writing or writings are filed with the LLC records of actions taken by Members. In no instance where action is authorized by written resolution shall it be required that a meeting of Members be called or notice be given; however, upon passage, a copy of the action taken by written resolution of the members shall be sent promptly to all LLC members.

d. Meetings of Members may be called by any LLC member, or members, collectively holding 25% or more of the outstanding LLC Units upon seven (7) days written notice to the other LLC members. Notice of a meeting called for here under may be made by standard U.S. mail, electronic mail, or facsimile transmission and shall contain the time, place, and purpose of such meeting. A quorum for any action to be taken at a meeting of LLC members shall be LLC members present (in person, via telephone, or by proxy) holding more than 50% of the LLC Units. Any Member may through a written instrument waive the right to receive prior notice of a meeting of the Members as described herein.

e. Notwithstanding any other provision of this Agreement, the following actions shall require a Supermajority vote in interest of the LLC members:

- i. any merger, consolidation or other business combination;
- ii. sale or other disposition of substantially all the assets of the LLC;
- iii. filing of a petition or commencing other proceedings seeking reorganization; liquidation, arrangement or other similar relief under any federal or state law relating to bankruptcy or insolvency;
- iv. the amendment or modification of any provision of this Agreement;
- v. the issuance of additional LLC Units (other than those issued pursuant to the founding of the LLC as set forth in Section 3.1 of this operating agreement) to any Member or other party including any other individual, trust, estate, corporation, partnership, limited-liability company or any other incorporated or unincorporated entity ("Person") permitted to be a member of a limited-liability company under the Act;
- vi. the removal of any Member;
- vii. the decision to appoint managers for the LLC under ARTICLE IV hereof.

Section 3.6. Power to Bind the LLC. No LLC member or group of members acting in their individual capacity separate and apart from action as LLC members pursuant to this operating agreement shall have any authority to bind the LLC to any third party with respect to any matter.

Section 3.7. Members who are not individuals. Each Member who is an artificial entity or otherwise not an individual hereby represents and warrants to the LLC and each Member that such Member is: (a) duly incorporated or formed (as the case may be), (b) validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and (c) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

Section 3.8. Tax-Matters Partner. Will be determined by the members and once chosen will hereby designated as the LLC's "Tax-Matters Partner" under Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code"), and shall have all the powers and responsibilities of such position as provided, in the Code and the Treasury Regulations there under. The LLC members may remove or replace the Tax-Matters Partner by a vote of the majority in interest.

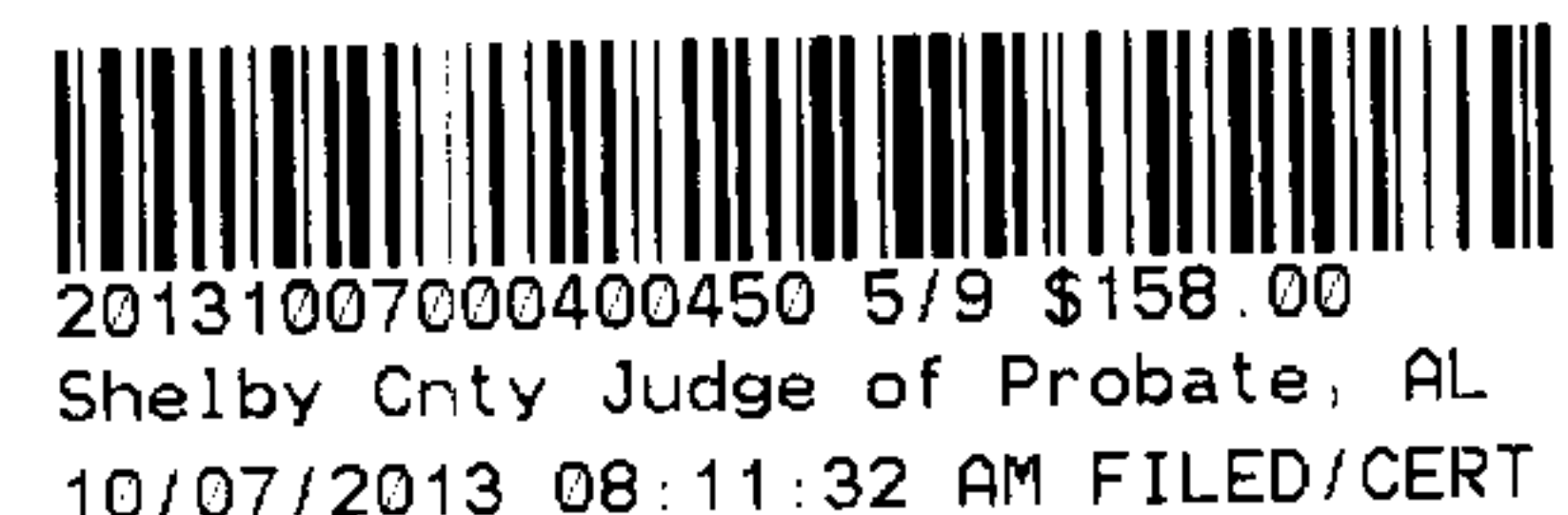
ARTICLE IV. MANAGEMENT

Section 4.1. Management of the LLC. This LLC shall be a "member managed" LLC. The members reserve the right to convert to management by individuals as determined by the members. The number of managers to be acting at any given time shall be set by vote of the LLC members.

Managers, absent another length set by vote of the LLC members, shall serve for one year terms subject to removal for cause as set forth in Section 4.5. Other than for cause or at the end of a term, any manager may be removed by the affirmative vote in interest by LLC members of more than 66% of the outstanding LLC Units.

Subject to such matters as are expressly reserved hereunder to the Members for decision under Section 4.3 of this Agreement, all matters in the ordinary course of business of the LLC shall be determined by the managers. The managers, and their terms of employment including compensation, shall be approved by a majority vote in interest of LLC members. The LLC members shall remain responsible for policy setting and approval of the overall direction of the LLC. An LLC member may also be a "manager".

Section 4.2. Initial Managers. The initial managers of the LLC shall be *Rosendo Pena and Bruce Kindler*.



Section 4.3. Matters reserved for the Members. All business and matters not within the ordinary course of business of the LLC shall be reserved to the LLC members including, but not limited to, the following list of reserved matters:

- a. the declaration or payment, directly or indirectly, of any distribution (other than Tax Distributions), whether in cash, property or securities or a combination thereof, with respect to any LLC Unit (whether by reduction of capital or otherwise);
- b. any transaction with a Member other than in the ordinary course of business on terms no less favorable to the Company than those which would otherwise be available from an unaffiliated third party;
- c. approval of the annual operating budget of the LLC;
- d. entering into any new line of business;
- e. any matter otherwise within the Manager's authority and regarding which a majority in interest of the members have voted to reserve for themselves.

Section 4.4. Power to Bind Company. No Manager or group of Managers (acting in his or their capacity as such) shall have any authority to bind the LLC to any third party with respect to any matter except pursuant to an affirmative vote of a majority in interest of the members.

Section 4.5. Removal of Managers. Any Manager may be removed without "cause" at any time during his or her term by the affirmative majority vote in interest of LLC members.

Section 4.6. Employees. Except as otherwise provided for in this agreement or through a duly passed resolution by the LLC Members, the Managers shall have the power to hire and fire employees of the LLC.

Section 4.7. No Liability of Managers. All debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and no Manager shall be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a Manager.

ARTICLE V. TRANSFERS OF UNITS; WITHDRAWAL, DEATH, REMOVAL OF MEMBER.

Section 5.1. Transfer of LLC Units. No Member shall have the right to sell, convey, assign, transfer, pledge, grant a security interest in or otherwise dispose of all or any part of its LLC Units other than as follows:

- a. Only upon the following conditions may an LLC Member assign, pledge or grant a security interest in its LLC Units: (i) the assignment, pledge or security interest shall not entitle the assignee, pledgee or security interest holder to participate in the management and affairs of the LLC, to become a Member, nor to vote the Member's LLC Units and (ii) such assignee, pledgee, or security interest holder is only entitled to receive the distributions the Member would otherwise be entitled to absent the assignment, pledge, or security interest.
- b. To another LLC Member. Members may freely sell, convey or otherwise transfer their LLC Units to another Member without prior approval of the LLC Members.
- c. To non-LLC Members. Subject to other provisions in this section, no Member shall be entitled to sell, convey or otherwise transfer its LLC Units to a non LLC Member without a prior affirmative Supermajority vote in interest of LLC Members. Prior to the vote of LLC Members upon a proposed sale, the Member seeking authorization of the sale or transfer of its LLC Units shall provide all other LLC Members with written documents detailing the exact terms of the proposed sale.
- d. Creditors and spouses of Member. Creditors of a member cannot vote a member's LLC units nor in any way assume ownership or management rights of a member in the LLC. At most, a creditor of a member is entitled to seek a court order attaching distributions made by the LLC on account of the member's LLC membership interest. A spouse or former spouse of a member stands in the same position as a creditor of a member under this agreement.

Section 5.2. Withdrawal of Member.

- a. Members shall have the unilateral right to resign or withdraw at any time from the LLC.
A Member is required to give thirty (30) days' written notice to each of the other LLC Members to initiate a withdrawal. In this notice, the withdrawing Member shall state an effective date for his or her withdraw and said date must be at least thirty (30) days after delivery of notice to all other LLC members and be the last day of a month (i.e., the 30th or the 31st). Upon receipt of said notice, the LLC Members shall promptly take any vote required under this agreement for withdrawal of a Member and, if the vote is in a sufficient affirmative percentage as called for under this agreement, the remaining LLC members shall cause a reasonably prompt preparation of financial statements for the LLC as of the effective date of withdrawal for said Member.
- b. Any withdrawing LLC member possessing a negative capital account upon the effective date of withdrawal shall have a duty to repay the negative balance of his or her capital account to the LLC upon withdrawal.
- c. Upon withdrawal, the withdrawing Member shall receive, in exchange for his or her LLC Units, the Withdrawal Compensation Amount to be paid within one year of the effective date of the Member's withdrawal.
- d. The "Withdrawal Compensation Amount" is defined herein as 100% of the withdrawing member's capital account.
- e. Should the LLC fail to perform upon its obligation under this section to make payments when due, in addition to any other remedies possessed, the LLC shall be liable to the withdrawing Member for interest upon the amount of any deficiency at the rate of 7% per annum (compounded annually) computed from the date that said deficient payment was due under this agreement.
- f. Upon withdrawal, the withdrawing Member shall have no continuing obligations to the LLC other than pursuant to state law, this Agreement or other applicable laws or such obligations as expressly assumed by such Members.
- g. A withdrawing Member shall retain the right to vote as an LLC member up until the effective date of his or her withdrawal, at which time, the withdrawing Member's LLC Units shall be considered transferred back to the LLC and the person who has withdrawn shall no longer be considered a member of the LLC. If a withdrawing Member was also a "manager" of the LLC, the withdrawing Member shall resign as a manager immediately upon giving notice of to the other LLC members of his or her intent to withdraw.

Section 5.3. Death of Member. Upon the death of a Member, the remaining LLC members shall cause a prompt preparation of financial statements for the LLC as of the end of the month in which the Member died which shall be the effective date of death for the deceased Member for accounting



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purposes under this agreement. For purposes of this Section, if LLC Units are titled in the name of a revocable trust, the trustee of said revocable trust shall be treated as the Member. The estate of the deceased Member (or his revocable trust if the LLC Units were so titled) shall receive, in exchange for his or her LLC Units, the Death Compensation Amount to be paid within two years of the effective date of the Member's death. The payments shall be made in two equal installments payable at the annual anniversary of the effective date of death with no interest being due nor owing upon the outstanding amount.

The "Death Compensation Amount" is defined herein as an amount agreed upon between a majority in interest of the remaining LLC members and the estate of the deceased Member (or his or her revocable trust should the LLC Units been titled in its name) as the fair market value of the deceased Member's LLC Units. Should the parties be unable to agree upon a value for the deceased Member's LLC Units, they shall file a declaratory judgment petition with a court having jurisdiction where the LLC's principal place of business is located and ask the court determine the fair market value of the deceased Member's LLC Units should the enterprise be sold on the open market, between a willing buyer and a willing seller, in a commercially reasonable manner upon the effective date of death.

Should the LLC fail to perform upon its obligation under this Section to make payments when due, in addition to any other remedies possessed, the LLC shall be liable to the deceased Member's estate or revocable trust (as the case may be) for interest upon the amount of any deficiency at the rate of 7% per annum (compounded annually) computed from the date that said deficient payment was due under this agreement. Upon death, the estate of the deceased Member (or his or her revocable trust, as the case may be) shall have no continuing obligations to the LLC other than pursuant to state Law, this Agreement or other applicable laws or such obligations as expressly assumed by said Member.

Section 5.4. Removal of Member. A Member may be involuntarily removed from the LLC only under either of the following circumstances: (1) the Member is required to provide services to the LLC (as reflected in Attachments to this agreement), said Member is not substantially performing the promised services, and a Supermajority vote in interest of LLC Members for removal or (2) the Member has defaulted upon its obligations under this agreement to make capital contributions (or loans) to the LLC.

a. In the case of a removal for failure to perform required services, 60 days prior to any vote to remove, the other LLC Members shall cause a notice to be issued to the Member in question stating that they shall bring to a vote of the LLC Members a motion to remove said Member within 60 days for unsatisfactory performance of required services and detail specific instances or tasks that were allegedly not satisfactorily performed. The other LLC Members shall then give the Member in question a good-faith opportunity to cure the deficiencies in performance of services prior to the vote of removal. The period of this good-faith opportunity to cure need not extend beyond 60 days. If the Member in question completes a cure within 60 days of receiving the aforementioned notice, then the motion pending before the LLC Members for removal shall be withdrawn.

b. In the case of a removal for failure to make required capital contributions, 30 days prior to any vote to remove, the other LLC Members shall cause a notice to be issued to the Member in question stating that they shall bring to a vote of the LLC Members a motion to remove said Member within 30 days for nonpayment of required capital contributions. The Member in question shall then have 30 days within which to cure the default which shall consist of making all required capital contributions plus 7% per annum interest (compounded annually) upon the amount of any deficiency computed from the date said contribution was due to be made to the LLC. If the Member in question completes this cure within 30 days of receiving the aforementioned notice, then the motion pending before the LLC Members for removal shall be withdrawn and the Member in question shall, henceforth, be consider in good standing.

c. If, after complying with the above notice and cure provisions, an affirmative vote of Supermajority vote in interest of LLC Members is made to remove the Member in question, then, as of that moment, this person shall no longer be entitled to exercise any rights, powers or privileges of a Member and his or her LLC Units shall be considered redeemed by the LLC.

d. Upon the affirmative Supermajority vote in interest of LLC Members to remove a Member, the remaining LLC members shall cause a prompt preparation of financial statements for the LLC as of the end of the month in which the resolution was passed by the LLC Members removing said Member and this shall be the effective date of removal for the Member for accounting purposes only under this agreement.

e. The removed Member shall receive in exchange for his or her LLC Units the Removal Compensation Amount to be paid within one year of the effective date of the Member's removal.

f. The "Removal Compensation Amount" is defined herein as 100% of the removed member's capital accounts.

g. Should the LLC fail to perform upon its obligation under this section to make payments when due, in addition to any other remedies possessed, the LLC shall be liable to the removed Member for interest upon the amount of any deficiency at the rate of 7% per annum (compounded annually) computed from the date that said deficient payment was due under this agreement.

ARTICLE VI. DISSOLUTION OF THE COMPANY

Section 6.1. Dissolution. The LLC shall be dissolved upon the occurrence of the following event (hereinafter, a "Liquidation Event"): a Supermajority vote in interest of Members to dissolve the LLC. Despite any provision of state law to the contrary, no other event, including (but not limited to) the withdrawal, removal, death, insolvency, liquidation, dissolution, expulsion, bankruptcy, or physical or mental incapacity of a Member shall cause the existence of the LLC to terminate or dissolve.

Section 6.2. Liquidation. Should a Liquidation Event occur, the LLC shall then be liquidated and its affairs shall be wound up, including preparation of final financial statements and an accounting, by (or at the direction of) the LLC Members. All proceeds from the liquidation shall be distributed in accordance with state law, and all LLC Units shall, thereafter, be canceled. Distributions to the Members shall be made in accordance, and proportion, with the Members' relative Capital Account balances.

a. Final distributions to Members shall not be made until all liabilities have been satisfied and any contingent claims against the LLC have been resolved.

b. Upon the completion of the liquidation and distribution of the LLC's assets, the LLC shall be terminated and the Managers shall cause the Company to execute and file a certificate of cancellation in accordance with state law.



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ARTICLE VII. EXCULPATION OF LIABILITY; INDEMNIFICATION

Section 7.1. Exculpation of Liability. Unless otherwise provide by law or expressly assumed, a person who is a Member or Manager, or both, shall not be liable for the acts, debts or liabilities of the LLC to third parties, i.e., persons other than the LLC or LLC Members,

Section 7.2. Indemnification. Except as otherwise provided in this Article, the LLC shall indemnify any Member or Manager (and may indemnify any employee or agent) of the LLC who was or is a party or is threatened to be made a party to a potential, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the LLC, by reason of the fact that such person is or was a Member, Manager, employee or agent of the LLC. Indemnification shall be limited to expenses, including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if, and only if, the person acted in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances. For persons other than Members or Managers of the LLC, indemnification shall only be made after an affirmative vote of a majority in interest of LLC Members.

ARTICLE X. MISCELLANEOUS

Section 8.1. Amendment of Operating Agreement. This Agreement may be amended by, and only by, a written resolution setting forth in detail the amendment and signed by sufficient Members to reflect a Supermajority vote interest of LLC Members in favor of said amendment.

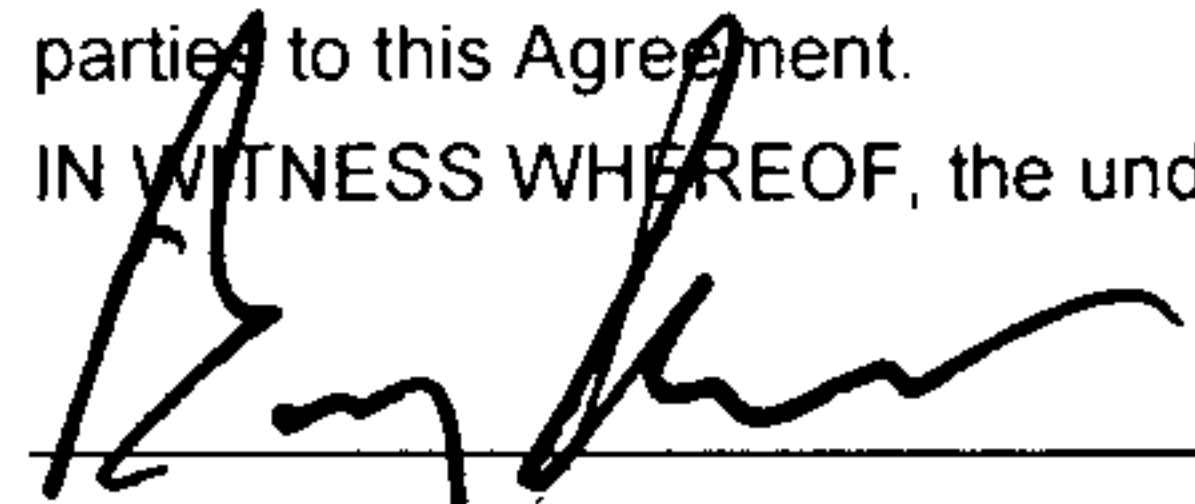
Section 8.2. Successors. This Agreement shall be binding as upon all successors in interest of the Members which includes, but is not limited to, executors, personal representatives, estates, trustees, heirs, beneficiaries, assignees, nominees, and creditors of the Members. representatives, estates, trustees, heirs, beneficiaries, assignees, nominees, and creditors of the Members.

Section 8.3. Counterparts. This Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

Section 8.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Each Member, by signing this agreement hereby submits to personal and subject matter jurisdiction in the State of *[name of state]* of any dispute between or among the Members, the LLC, and the LLC Managers connected to or regarding the business of, or investment in, the LLC.

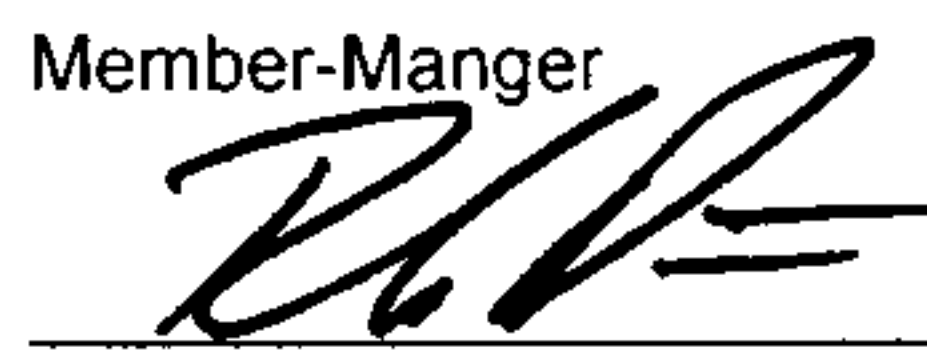
Section 8.5. Severability; Standard for Interpretation. If it shall be determined by a court or other competent body that any provision or wording of this Agreement shall be invalid or unenforceable under state or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. Whenever two or more interpretations of the provisions or wording of this Agreement shall be possible, the interpretation or construction which leads to the enforcement and validity of any provision of this Agreement shall be favored and deemed to be the intended interpretation of the parties to this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed these Articles of Organization on this the 3rd day of October written as Members:



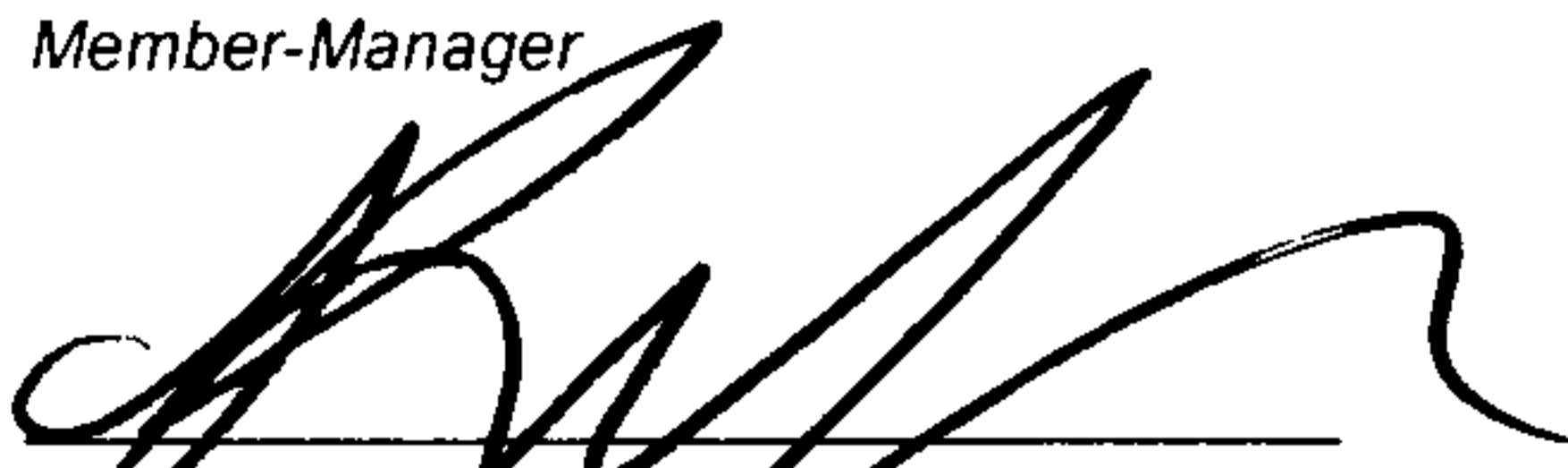
Bruce Kinder

Member-Manger




Rosendo Pena

Member-Manager



Notary Public State of Alabama at Large

4-16-17


20131007000400450 8/9 \$158.00
Shelby Cnty Judge of Probate, AL
10/07/2013 08:11:32 AM FILED/CERT

Jim Bennett
Secretary of State

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


STATE OF ALABAMA

**I, Jim Bennett, 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:

R.P. & K Construction Services, LLC

This name reservation is for the exclusive use of Rosendo Pena, 104 Canyon Park
Circle, Suite C, Pelham, AL 35124 for a period of one year beginning September
13, 2013 and expiring September 13, 2014


20131007000400450 9/9 \$158.00
Shelby Cnty Judge of Probate: AL
10/07/2013 08:11:32 AM FILED/CERT

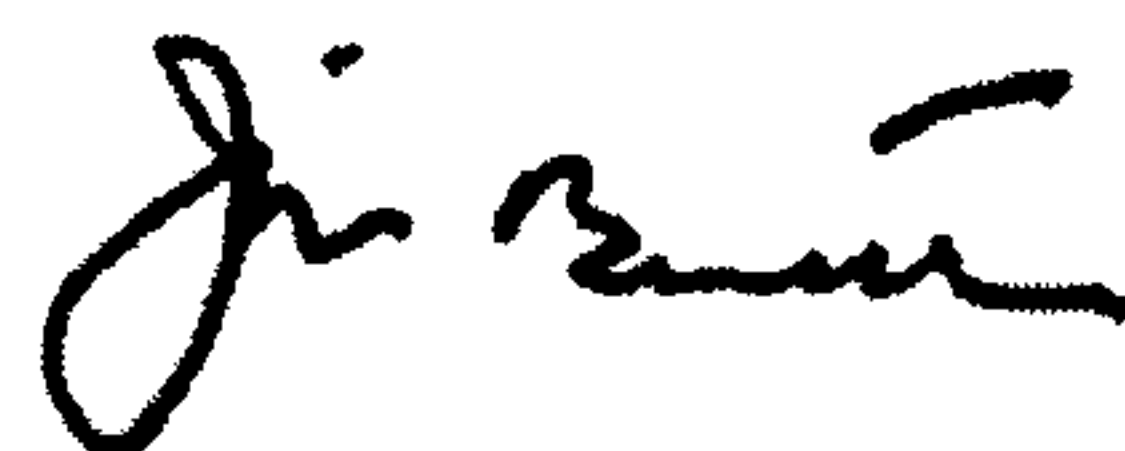


RES636605

**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.**

September 13, 2013

Date

A handwritten signature in cursive script, appearing to read "Jim Bennett".

Jim Bennett

Secretary of State