

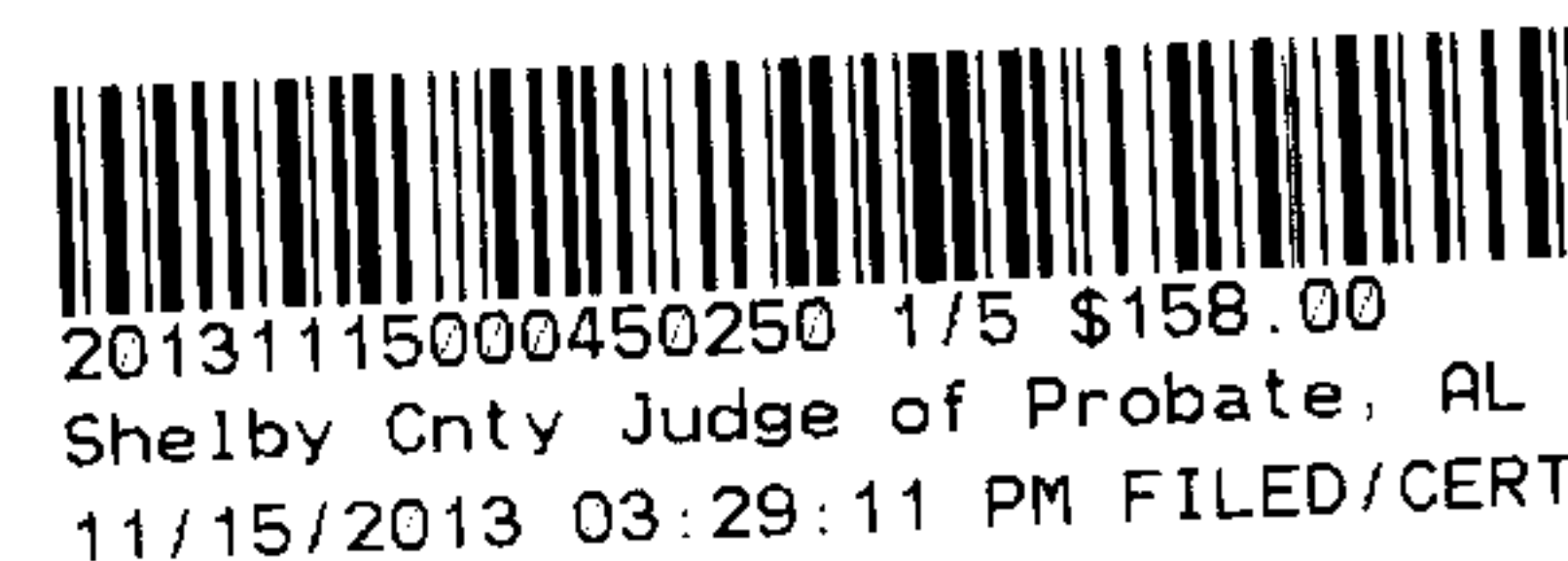
STATE OF ALABAMA

§

SHELBY COUNTY

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**CERTIFICATE OF FORMATION  
OF  
DMJ RENTALS, LLC**

**THE UNDERSIGNED**, desiring to form a limited liability company pursuant to the Alabama Limited Liability Company Act, section 10A-5-1.01 *Code of Alabama* (1975), *et seq.* (the "LLC Law"), does hereby adopt the following Certificate of Formation:

**ARTICLE ONE**

**NAME**

The name of the limited liability company shall be "DMJ Rentals, LLC" (hereinafter referred to as the "Company").

**ARTICLE TWO**

**DURATION**

The period of duration of the Company shall be perpetual, unless sooner terminated, as may be provided in the Company's Operating Agreement.

**ARTICLE THREE**

**PURPOSES AND POWERS**

The purposes for which the Company is formed are to acquire, hold, manage, promote, improve, repair, lease, operate, buy, and sell real and personal property; to contract for the acquisition, holding, managing, improving, repairing, leasing, operating, buying, and selling of such real and personal property; to purchase, buy, sell, or exchange such real and personal property or any interest therein, and to join with others in the acquisition, holding, managing, promoting, improving, repairing, leasing, operating, buying, and selling of such real and personal property; to execute leases, whether as lessee or lessor; to buy, lease, and otherwise acquire items of such real and personal property and interests therein of every kind and description, wherever situated; to enter into and perform contracts, agreements and undertakings of any kind in connection with any or all of the foregoing purposes, as well as to transact any and all lawful business for which limited liability companies may be formed under the Act, as from time to time amended.

The Company shall have all powers necessary for the effectuation and accomplishment of the specific purposes for which the Company is formed and, without limiting the generality of the foregoing, the Company shall also have all other powers as set forth in section 10A-5-1.03 *Code of*

*Alabama* (1975), as in effect from time to time, as well as such other powers as may be granted to limited liability companies by the State of Alabama or by such other jurisdictions in which the Company may be conducting business from time to time.

#### **ARTICLE FOUR**

##### **REGISTERED OFFICE AND AGENT**

The location and street address of the Company's initial registered office is 1520 Oak Park Drive, Helena, AL 35080. The name of the Company's initial registered agent at such address is Danny M. Jordan.

#### **ARTICLE FIVE**

##### **MEMBERSHIP**

The name and address of the sole Initial Member of the Company are:

<u>Name</u>	<u>Address</u>
Danny M. Jordan	1520 Oak Park Drive Helena, AL 35080

Additional members may be admitted upon the approval of the Initial Member in accordance with such other terms, conditions, and procedures as shall be imposed in the Company's Operating Agreement, as amended from time to time.

#### **ARTICLE SIX**

##### **COMPANY OWNERSHIP OF BUSINESS PROPERTY**

All business property of the Company shall be owned by the Company. All title shall be held in the Company's name unless otherwise agreed upon by the Member, and any future members, in writing. Each Member hereby acknowledges that he, she, or it has no right to require partition of such business property.

The funds of the Company shall be deposited in such bank account or accounts, or invested in such interest-bearing and non-interest-bearing investments, as shall be determined by the Manager. All withdrawals from any such bank accounts shall be made by the duly authorized agent or agents of the Company. Company funds and assets shall be held in the name of the Company and shall not be commingled with those of any Member, nor with those of any other person or entity.



## **ARTICLE SEVEN**

### **NO MEMBER LIABILITY FOR COMPANY OBLIGATIONS**

The formation and operation of the Company shall not be construed to obligate the Initial Members, as well as any and all future members, of the Company for any liability, or claim of creditors, of the Company, unless such liabilities and claims shall first have been previously guaranteed personally by such Members.

Except as otherwise required in the Act, no Member shall have any liability to restore any portion of a deficit balance in the Member's capital account, for purposes of personally satisfying any claim of a creditor of the Company, other than a Member's obligation to pay his, her, or its initial capital contribution and any additional capital contributions as may have been agreed to in a writing obligating a Member to the Company for such amounts.

## **ARTICLE EIGHT**

### **CONTINUATION OF BUSINESS**

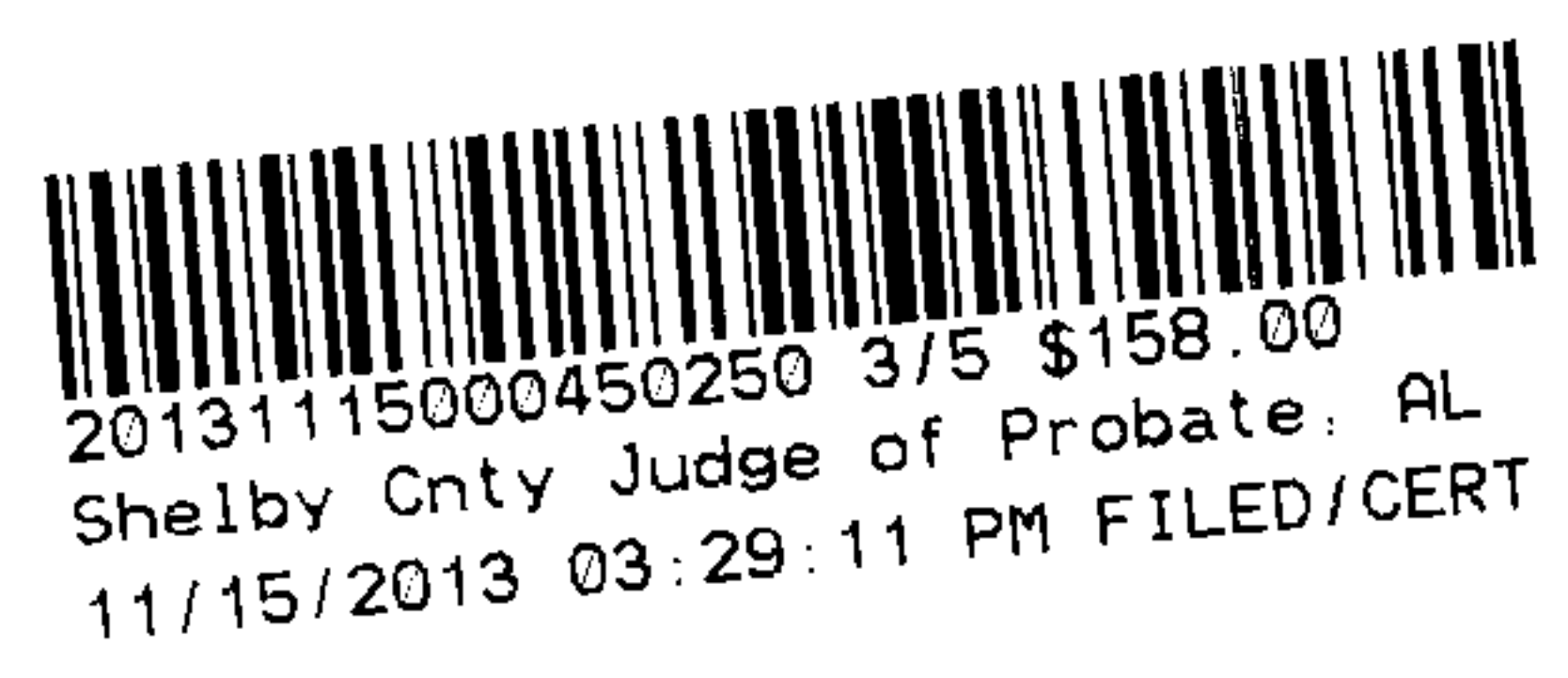
Upon the occurrence of there being no Member of the Company, the Company shall be dissolved. Notwithstanding the foregoing, the then remaining holders of all financial interests and rights in the Company shall have the opportunity to continue the legal existence and business of the Company by the appointment of one or more new members upon an affirmative vote by the holders of all such interests and rights, or as otherwise may be provided in the Company's Operating Agreement, once adopted.

## **ARTICLE NINE**

### **MANAGEMENT**

The management of the Company shall be vested in its manager, who shall initially be Danny M. Jordan, whose address is 1520 Oak Park Drive, Helena, AL 35080.

**[THE REMAINDER OF THIS PAGE 3 INTENTIONALLY LEFT BLANK.]**



In witness whereof, I, the undersigned, being the organizer of the Company, have hereunto set my hand and seal on this 8<sup>th</sup> day of November, 2013.

**ORGANIZER:**



Danny M. Jordan

STATE OF ALABAMA           §  
  §  
TUSCALOOSA COUNTY       §

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that Danny M. Jordan, whose name is signed to the foregoing instrument as organizer of DMJ Rentals, LLC, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily and in such capacity on the day the same bears date.

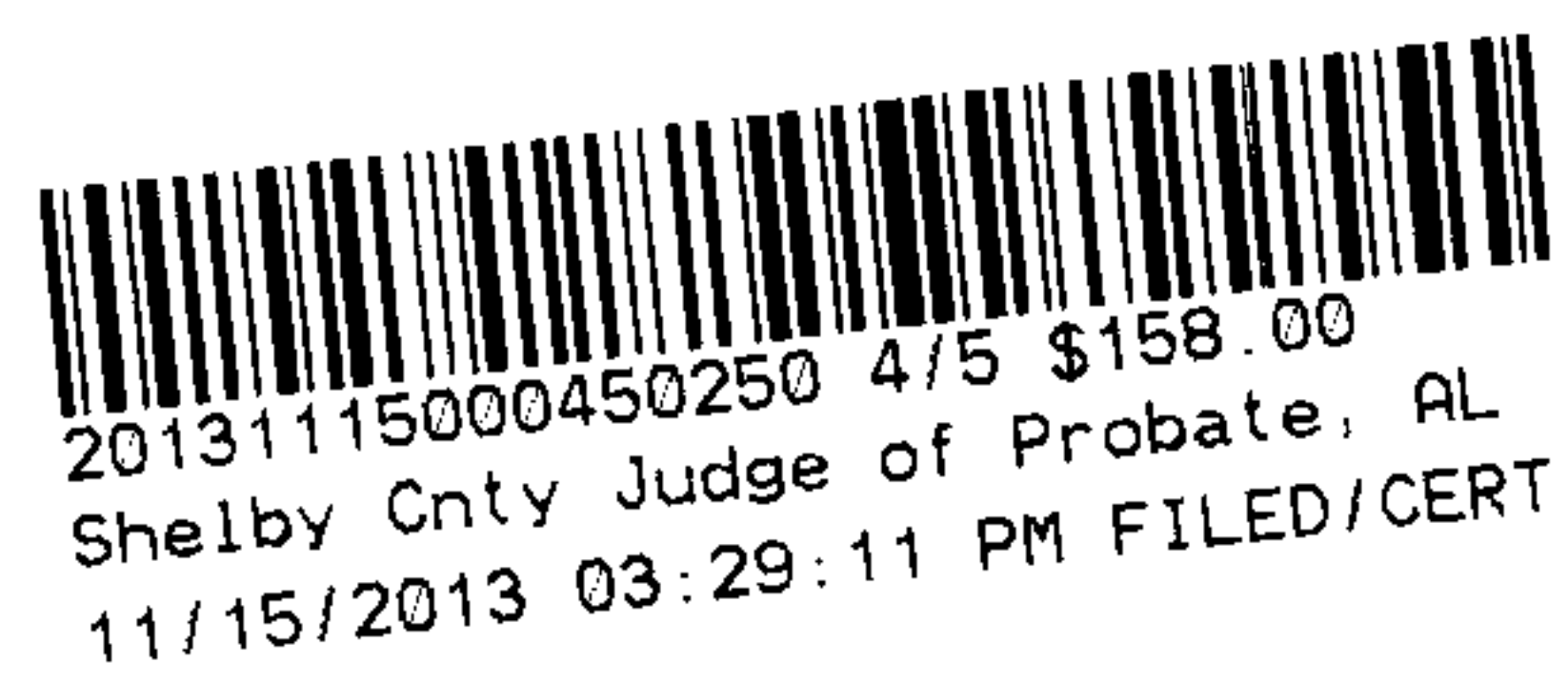
Given under my hand and official seal this 8<sup>th</sup> day of November, 2013.



Notary Public

My Commission Expires: 12/4/14

This Instrument was prepared by:  
Steven M. Wyatt, Esq.  
Sydney Cook & Associates, LLC  
535 Jack Warner Parkway, NE, Suite F (35404)  
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Phone: (205) 561-5400  
Fax: (205) 556-4944  
E-mail: swyatt@scookassociates.com



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:

**DMJ Rentals, LLC**

This name reservation is for the exclusive use of Sydney Cook & Associates, LLC,  
P.O. Box 1877, Tuscaloosa, AL 35403 for a period of one year beginning  
November 05, 2013 and expiring November 05, 2014



RES641092

**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.**

November 05, 2013

Date

A handwritten signature in black ink, appearing to read 'Jim Bennett', is written over a horizontal line.

**Jim Bennett**

**Secretary of State**

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Shelby Cnty Judge of Probate, AL  
11/15/2013 03:29:11 PM FILED/CERT