

STATE OF ALABAMA)
COUNTY OF SHELBY)

ARTICLES OF ORGANIZATION

OF

DEEP SOUTH PHOTOGRAPHY, L.L.C.

The undersigned, for the purpose of forming a limited liability company under Title 10, Chapter 12 of the Code of Alabama (1975), as amended (the Alabama Limited Liability Company Act), hereby file the following Articles of Organization with the Probate Judge of the county in which the initial registered agent of the limited liability company will be located and affirm that the facts stated in the Articles of Organization are true and correct.

ARTICLE I

NAME

The name of the limited liability company is Deep South Photography, LLC (hereinafter referred to as the "Company").

ARTICLE II

DURATION

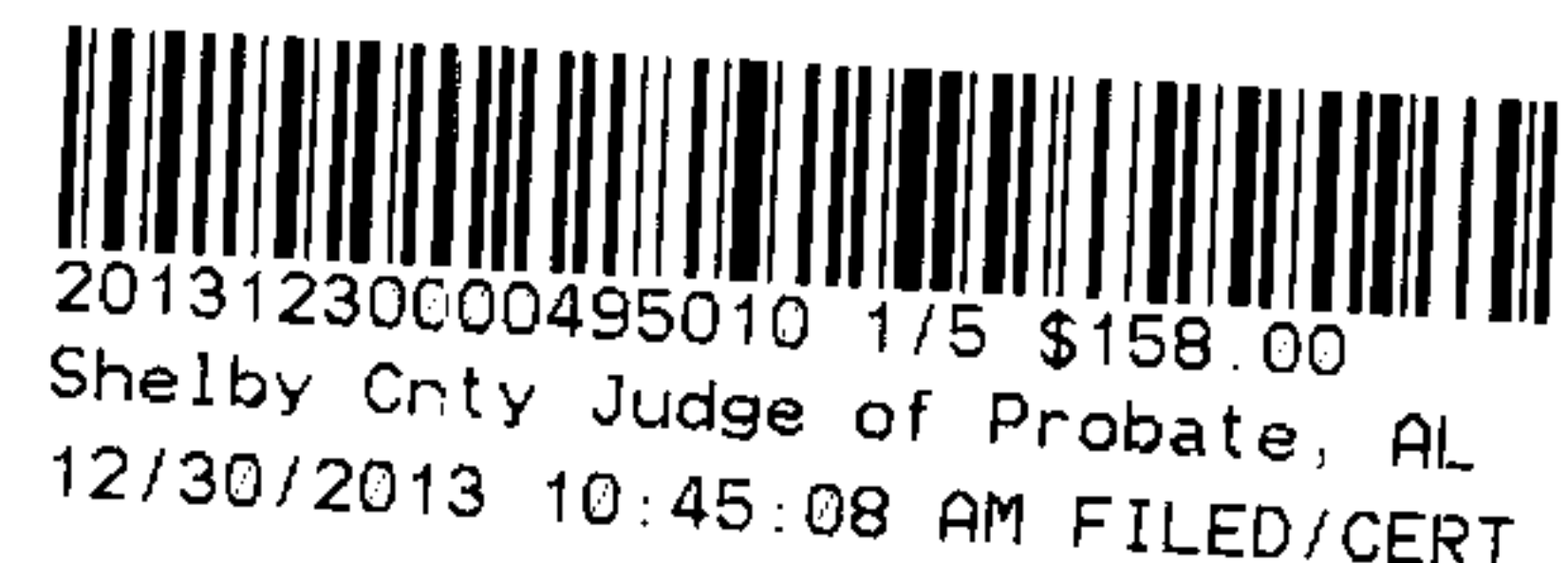
The period and duration of the Company shall be from the date of the filing of these Articles of Organization with the Office of the Probate Judge of Shelby County, Alabama until the first to occur of the following:

- (a) Dissolution of the Company pursuant to the laws of the State of Alabama or the operating agreement of the Company, as in effect from time to time; or
- (b) Upon the written unanimous consent of all members of the Company.

ARTICLE III

PURPOSE

The Purpose for which the Company is organized is to engage in the transaction of any or all lawful business for which the limited liability companies may be organized under the laws of the State of Alabama.



ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

The location of the initial registered office of the Company shall be 9245 Highway 51, Sterrett, Alabama 35147. The mailing address of the Limited Liability Company shall be 9245 Highway 51, Sterrett, Alabama 35147. The name of the initial registered agent shall be Taraline Nicole Mitchem.

ARTICLE V

INITIAL MEMBERS

The names and addresses of the initial member(s) of the Company are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Taraline Nicole Mitchem	9245 Highway 51 Sterrett, AL 35147

ARTICLE VI

ADDITIONAL MEMBERS

Additional members may be admitted by the members as provided in the Company's Operating Agreement.

ARTICLE VII

EFFECT OF CESSATION OF MEMBERSHIP

The cessation of membership of one or more members will not result in the dissolution of the Company except as provided in the Company's Operating Agreement and/or as required by applicable law.

ARTICLE VIII

MANAGEMENT

The Company shall be managed by one or more managers. The names and addresses of the managers who shall serve until the first annual meeting of members or until a successor(s) is elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Taraline Nicole Mitchem	9245 Highway 51 Sterrett, AL 35147

ARTICLE IX

INDEMNITY

(A) Right to Indemnity. Every person who was or is a party, or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person to whom he is the legal representative is or was a manager or member of the Company, or is or was serving at the request of the Company as a manager of another limited liability company, or as a director, officer or representative in a corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Alabama from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such managers, members or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any operating agreement or other agreement, vote of members, provision of law, or otherwise, as well as their rights under this Article.

(B) Expenses Advanced. Expenses of managers and members incurred in defending a civil or criminal action, suit or proceeding by reason of any act or omission of such managers or members acting as a manager or member shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of any undertaking by or on behalf of the manager or member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.

(C) Operating Agreement; Insurance. Without limiting the application of the foregoing, the members may adopt a provision in the operating agreement from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Alabama, and may cause the Company to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a manager or member of the Company, or who is or was serving at the request of the Company as a member or manager of another limited liability company, or as its representative in a corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Alabama, whether or not the Company would have the power to indemnify such person.

The indemnification and advancement of expenses provided in this Article shall continue for a person who has ceased to be a member, manager, employee or agent, and inures to the benefit of the heirs, executors and administrators of such a person.

ARTICLE X

RETURN OF CONTRIBUTIONS


Subject to the terms and conditions of the Company's Operating Agreement, a member may only demand cash in return for his, her or its contribution to capital, but the Company may require a member to accept cash, property, promissory notes or any combination thereof in return for the member's contribution of capital.

ARTICLE XI

EFFECTIVE DATE

The effective date of this Article of Organization shall be its date of filing with the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned member(s) have executed these Articles of Organization on this, the 11th day of December, 2013.


Nicole Mitchem, Managing Member

This instrument prepared by:

Wendy A. Hartley
Attorney at Law
P. O. Box 381911
Birmingham, AL 35238-1911

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:

Deep South Photography, LLC

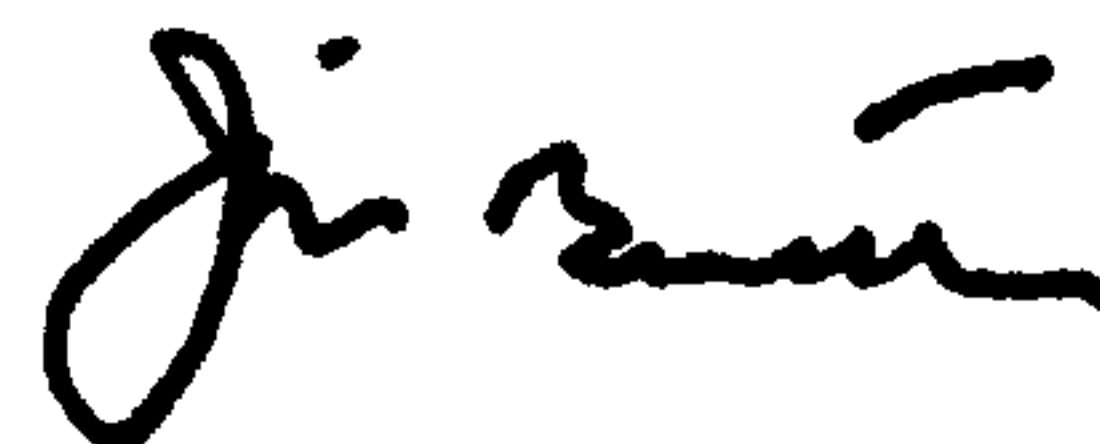
This name reservation is for the exclusive use of Nicole Mitchem, 9245 Highway
51, Sterrett, AL 35147 for a period of one year beginning December 11, 2013 and
expiring December 11, 2014


20131230000495010 5/5 \$158.00
Shelby Cnty Judge of Probate, AL
12/30/2013 10:45:08 AM FILED/CERT

**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.**

December 11, 2013

Date



RES643819

Jim Bennett

Secretary of State