STATE OF ALABAMA
COUNTY OF SHELBY

20140131000027540 1/3 $158.00
Shelby Cnty Judge of Probate, AL
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ARTICLES OF ORGANIZATION

of

McCord Properties, LLC

We, the undersigned, desiring to form a Limited Liability Company pursuant to the laws of the State of Alabama, certify as follows:

1. The name of the Limited Liability Company is McCord Properties, LLC.

2. The existence of the Limited Liability Company shall commence on the date of the filing of these Articles of Organization in the Office of the Judge of Probate of Shelby County, Alabama, and shall continue until December 31, 2064, provided, however, that the Limited Liability Company shall be dissolved prior to such date (a) upon the written consent of all of the members; (b) as provided in the Operating Agreement; or (c) as may be required by the Alabama Limited Liability Company Act.

3. The purpose for which this Limited Liability Company is organized is to own, buy, sell, and develop real estate and/or real estate rental properties in Shelby County and elsewhere throughout the State of Alabama, and to engage in all other business permitted under the laws of the State of Alabama.

4. The location and mailing address of the initial registered office shall be 7080 Highway 39, Chelsea, Alabama 35043, and the name of the initial registered agent at this address shall be Kenneth L. McCord.

5. The names and mailing addresses of the initial members in the Limited Liability Company are as follows:

NAME	MAILING ADDRESS
Kenneth L. McCord	7080 Highway 39 Chelsea, AL 35043

6. The members of the Limited Liability Company shall have the right to admit additional members to the Limited Liability Company upon the unanimous consent of all the members of the Limited Liability Company.

7. The members of the Limited Liability Company shall have the right to continue the business of the Limited Liability Company upon the death, retirement, resignation, expulsion,

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bankruptcy or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member of the Limited Liability Company if (i) there are at least two remaining members or at least one remaining member and a new member is admitted; and (ii) the legal existence and business of the Limited Liability Company is continued by a written consent of all the remaining members within ninety (90) days after the occurrence of the event of dissociation.

8. The Limited Liability Company shall be managed by the Managing Member as set out in the Operating Agreement.

9. Except as provided herein or in the Operating Agreement, a Member's interest in the Company is not subject to transfer. Any Member who desires to sell or otherwise transfer his share and interest in the Company shall obtain the consent of all other Members in writing prior to such transfer. When allowed, the transferee shall be entitled only to the transferring Member's proportionate share of the capital and profits of the company but shall have no other rights, unless later elected by the Members to be a Member.

10. A manager of the Limited Liability Company shall not be liable to the Limited Liability Company or its Members for monetary damages for an act or omission in the manager's capacity as a manager, except that this paragraph 10 does not eliminate or limit the liability of a manager to the extent the manager is found liable for (i) a breach of the manager's duty of loyalty to the Limited Liability Company or its Members; (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Limited Liability Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or (iv) an act or omission for which the liability of a manager is expressly provided by an applicable statute. Any repeal or amendment of this paragraph 10 by the Members of the Limited Liability Company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the Limited Liability Company existing at the time of such repeal or amendment.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals on this 30 day of Jan, 2014.

MEMBER:

Kenneth L. McCord

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kenneth L. McCord, whose name is signed on the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of January, 2014.

Paula Head
Notary Public
My Commission Expires: 01-19-2016

This Instrument Prepared By:

Wallace, Ellis, Fowler, Head & Justice
Attorneys at Law
P.O. Box 587
Columbiana, AL 35051

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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:

McCord Properties, LLC

This name reservation is for the exclusive use of Kenneth L. McCord, 7080 Highway 39, Chelsea, AL 35043 for a period of one year beginning January 21, 2014 and expiring January 21, 2015

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.

January 21, 2014

Date

RES646857

Jim Bennett **Secretary of State**