

STATE OF ALABAMA)

SHEBLY COUNTY)

ARTICLES OF ORGANIZATION

OF

F P Construction, LLC


20140210000037370 1/11 \$158.00
Shelby Cnty Judge of Probate, AL
02/10/2014 01:14:37 PM FILED/CERT

We, the undersigned, pursuant to the Alabama Limited Liability Company Act, hereby adopt the following Articles of Organization for a limited liability company:

ARTICLE I

NAME

The name of the limited liability company is F P CONSTRUCTION, LLC, (hereafter referred as the "Company").

ARTICLE II

DURATION

The Company is organized to exist in perpetuity.

ARTICLE III

PURPOSE

The Company is organized for the following purposes:

To purchase, otherwise acquire, hold and sell for investment purposes real and personal property and make other real and personal (or mixed) property investments, of every character and nature and wherever situated, as the members shall determine.

To purchase, otherwise acquire, hold and sell for investment and operating purposes any lawful business of every character and nature and wherever situated, as the members shall determine.

To borrow money and issue notes and other evidences of indebtedness, and to secure the payment of performance of its obligations by mortgage, deeds of trust, pledge, or otherwise.

To engage in any and all business activities attendant to and incident to the sale of consumer goods, to include but not be limited to, the sale of garments, clothing, and furniture.

To do such other acts and to take such other actions not in contravention of law as the members may from time to time deem appropriate.

To lend money with or without security, including but not limited to the security of mortgages, deeds of trust, pledges, or other hypothecation of real and personal property.

To draw, make, accept, endorse, discount, execute or issue promissory notes, drafts, bills of exchange, warrants, and other negotiable or transferable instruments.

To enter into and make, perform, and carry out contracts of every kind and description made for lawful purposes, without limit as to amount, with any person, firm, association, limited liability company, or corporation, either public or private.

To have one or more offices and to carry on all or any of the objects and purposes herein enumerated, and to conduct the business of the Company in any of the states of the United States of America, the District of Columbia, the territories of the United States, and foreign countries.

To subscribe for, buy, sell and own stock, notes or bonds of any other limited liability company or corporation.

To carry on any other lawful business permitted by Alabama Law and to perform all acts in furtherance thereof.

The foregoing clauses shall be construed as powers, as well as objects and purposes, and the matters expressed in each clause shall except as otherwise expressly provided, be in no wise limited by reference to or inference from the terms of any other clause, which shall be regarded as independent objects, purposes, and powers; and the enumeration of specific objects, purposes and powers shall not be construed to limit or restrict in any manner the meaning of general terms of the powers of the Company now or hereafter conferred by law, nor shall the expression of

one thing be deemed to exclude another not expressed,
although it be of like nature.

ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the
Company and the initial registered agent at such address in
the State of Alabama is:

The Company shall have the right, however, to
establish offices and to transact its business in any and
different parts of the State of Alabama and in any and all
states, territories, districts, colonies and dependencies
of the United States of America, and in any and all foreign
countries, as it may desire.

ARTICLE V

INITIAL MEMBERS

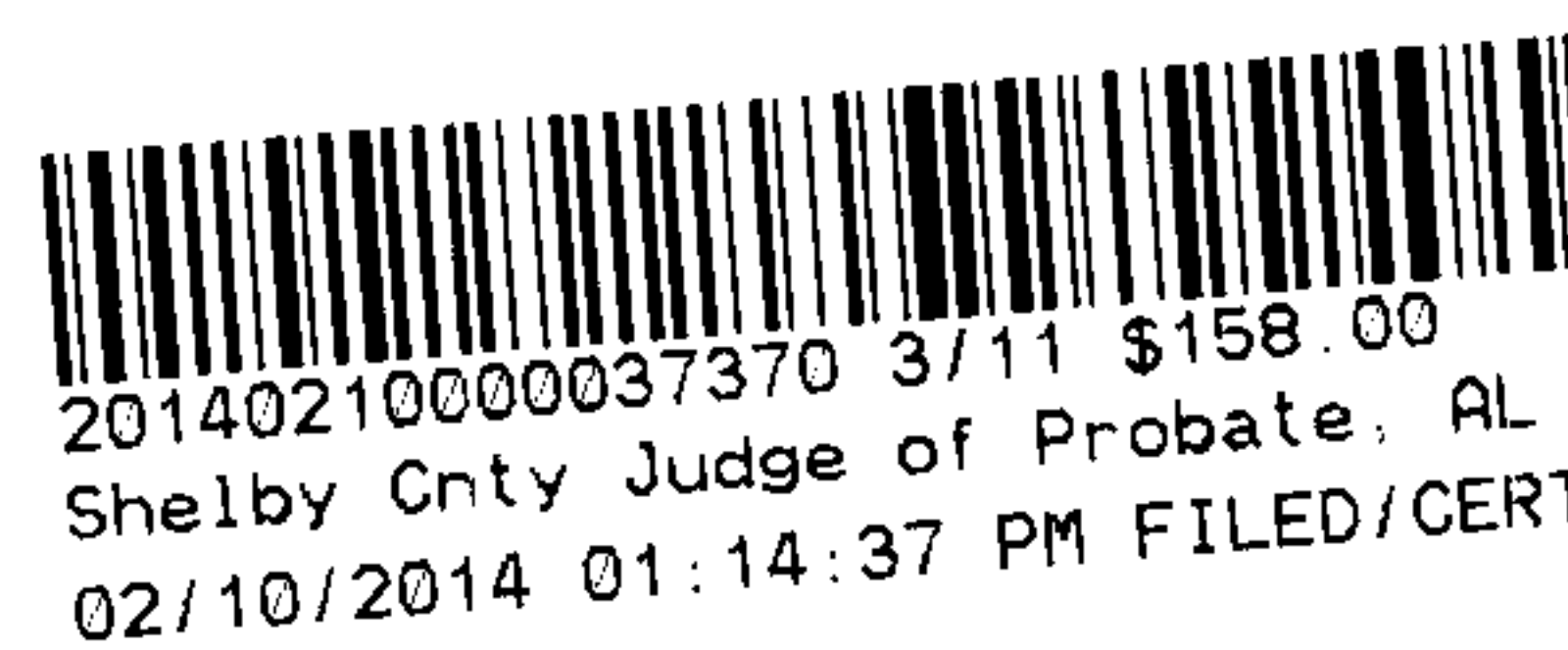
The names and address of the initial member of the
Company are as follows:

<u>Name</u>	<u>Address</u>
Ana D. Hendrix	108 Greenfield Lane Alabaster, Alabama 35007

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ARTICLE VI

ADDITIONAL MEMBERS



Additional members may be admitted by unanimous vote of all of the members of the company.

ARTICLE VII

CAPITAL CONTRIBUTIONS

The undersigned member will share in all post-formation capital contributions, profits, losses, and surplus of the Company.

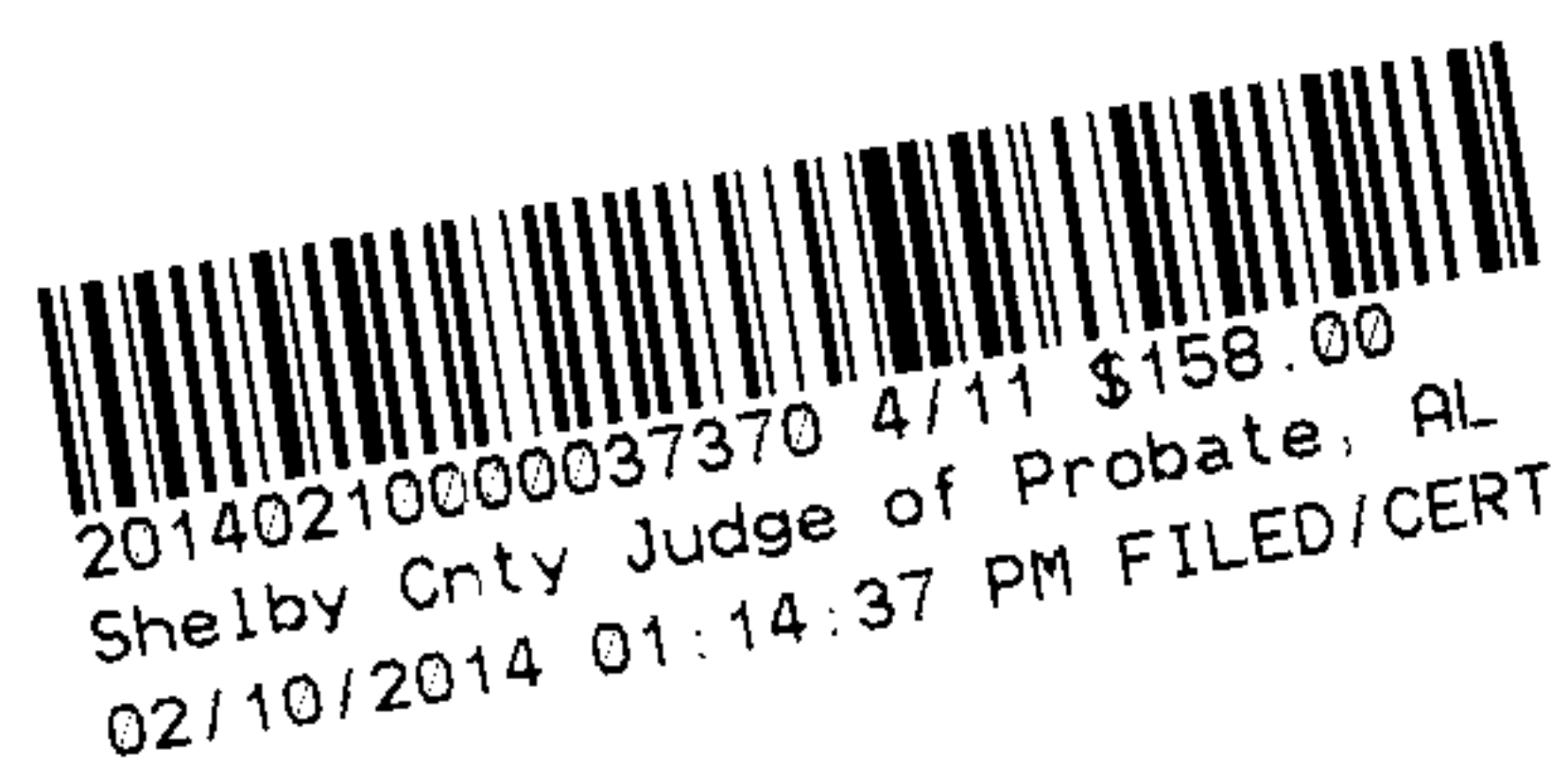
ARTICLE VIII

ADDITIONAL CAPITAL CONTRIBUTIONS

The members may contribute in proportionate amounts any additional capital deemed necessary for the operation of the Company; provided, however, that in the event any member deems it advisable to refuse or fails to contribute his share of any or all of the additional capital, then the other member(s) or any one of them may contribute the additional capital not paid in by such refusing member and shall receive therefor an increase in the proportionate share of the ownership interest in the entire company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member shall be available in the same order as the right to purchase in the case of withdrawal or death of a member, as set forth in Article X.

ARTICLE IX

DIVISION OF PROFITS AND LOSSES



Each of the members shall own an interest in the Company as set forth in Article VII, entitled "Capital Contribution", except as the same may hereafter vary or change as provided in Article VII, entitled "Additional Capital Contributions." All profits and losses of the Company shall be shared by each of the said members according to the percentage of interest each member owns.

ARTICLE X
CONTINUATION

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Company, the remaining member(s) may continue the business of the Company. In the event of death of a member, the deceased's heir or heirs shall be entitled to succeed to the share and interest of the deceased member. The shares and interest of any terminated member shall be assessed to the extent of the monetary contribution by the terminated member and shall not extend and/or include the operation and/or day to day management of the Company.

ARTICLE XI
MANAGEMENT

The Company shall be managed by one or more managers. The name and address of the initial manager is as follows:

Name

Ana D. Hendrix

Address

108 Greenfield Lane

Alabaster, Alabama 35007

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ARTICLE XII

CONTRACT CAPACITY

The members may authorize any member or agent of the Company to enter into contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

ARTICLE XIII

BOOKS

Books and Records. The Company books shall be maintained at the registered office location, 108 Greenfield Lane, Alabaster, Alabama 35007, and each member shall have access thereto. The Company shall furnish annual financial statements to the members within thirty (30) days of the end of each calendar year.

Right of Inspection. Any member of record shall have the right to examine, at any reasonable time or times, for all purposes, the books and records of account, minutes and records of the Company and to make copies thereof.

ARTICLE XIV

INSURANCE

During the course of the term for which the Company is formed, the Company shall carry liability insurance in such amounts as are deemed appropriate by the members and as required by operation of law.

ARTICLE XV

INDEMNITY

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 who 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 attorney's 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.

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.

The indemnification and advance of expenses provided in the 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 XVI

RETURN OF CONTRIBUTIONS

A member may only demand cash in return for his 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 XVII

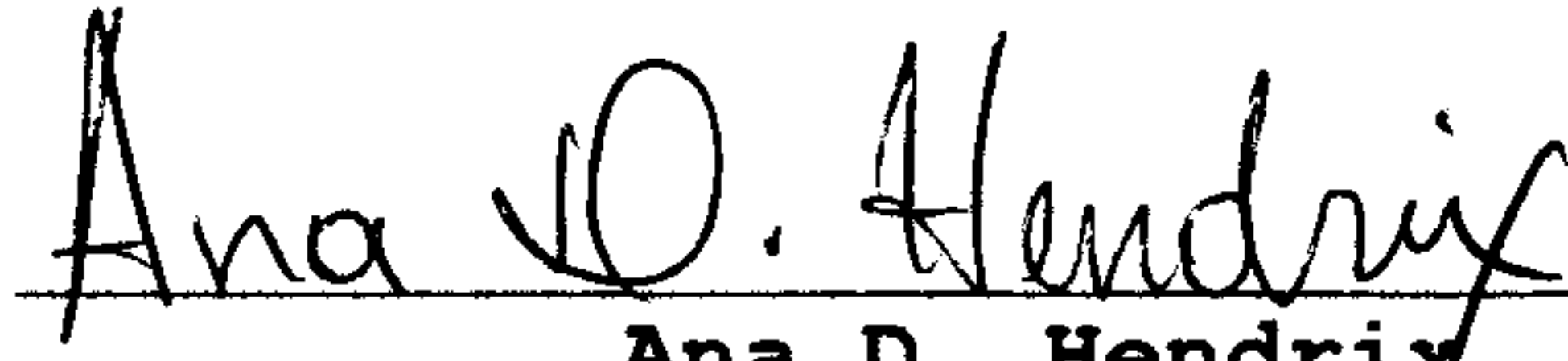
VOLUNTARY TERMINATION

The Company may be dissolved at any time by agreement of all of the members, in which event the members shall proceed with reasonable promptness to liquidate the Company. The assets of the Company shall be divided and distributed in the following order:

1. To pay or provide for the payment of all Company liabilities to creditors other than members, and liquidating expenses and obligations;
2. To pay debts owing to members other than for capital and profits;
3. To pay debts owing to members in respect to capital; and

4. To pay debts owing to members in respect to profits.

IN TESTIMONY AND WITNESS WHEREOF, the undersigned members have executed these Articles of Organization on this the _____ day of November, 2012.



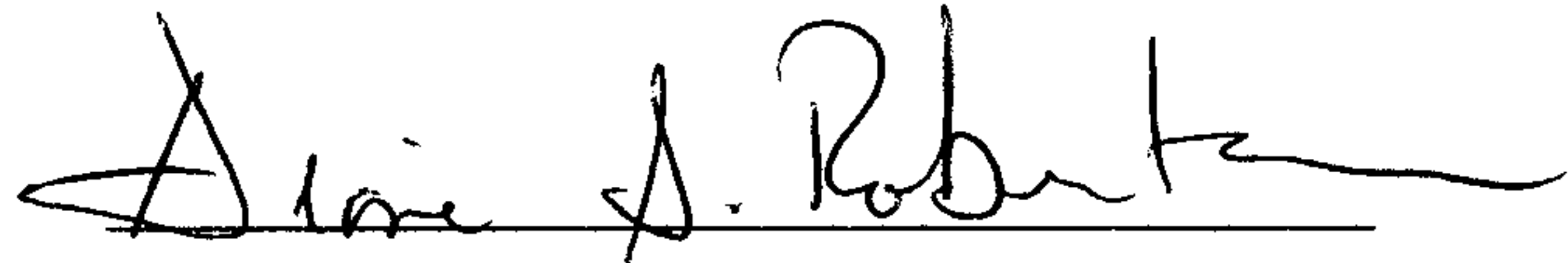
Ana D. Hendrix
Member


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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State hereby certify that the foregoing named **Ana D. Hendrix**, appeared before me on this the _____ day of November, 2012, and on oath stated that the matter contained in said Articles of Organization are true and correct.

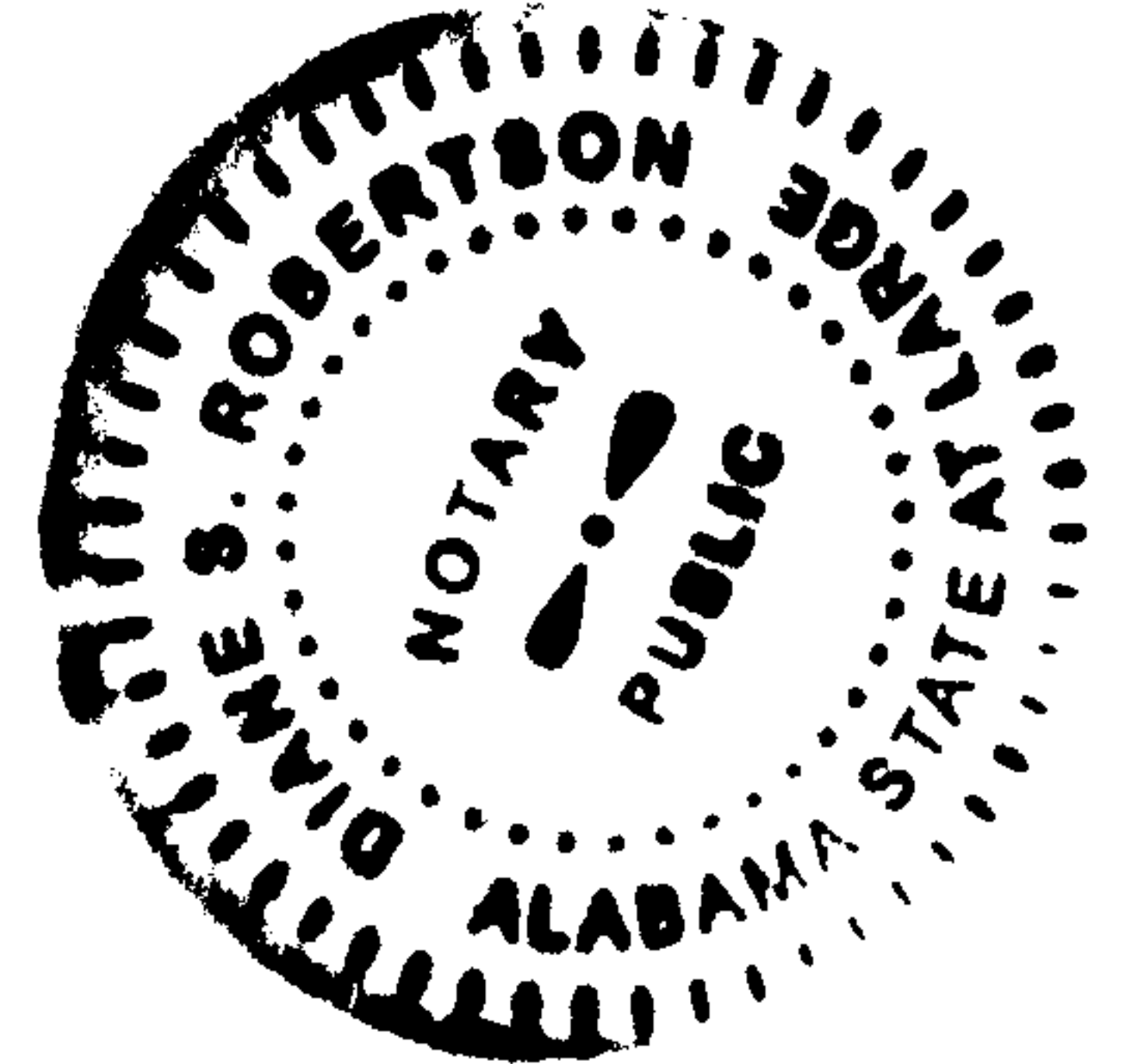
Dated this the 6th day of November, 2012.



NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires November 23, 2014



Prepare by
Williams Robertson

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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:

FP Construction LLC

This name reservation is for the exclusive use of FP Construction LLC, 108
Greenfield Lane, Alabaster, AL 35007 for a period of one year beginning February
10, 2014 and expiring February 10, 2015

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**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.**

February 10, 2014

Date

Jim Bennett

Secretary of State