


This document prepared by:
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Duell Hunt LLC
2803 Greystone Commercial Blvd.
Suite 12
Birmingham, AL 35242


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Shelby Cnty Judge of Probate, AL
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**ARTICLES OF ORGANIZATION
OF
Step3, LLC
(an Alabama Limited Liability Company)**

Pursuant to the Alabama Limited Liability Company Law as set forth in Chapter 1 and Chapter 5 of the Alabama Business and Nonprofit Entity Code, the undersigned hereby adopts the following Articles of Organization:

ARTICLE I

NAME

The name of this limited liability company is **Step3, LLC**
(hereinafter referred to as "Company").

ARTICLE II

REGISTERED OFFICE AND AGENT

The registered office of the Company is 352 Newbold Road, Fairless Hills, Pa 19030. The Company's registered agent is Richard Duell, whose address is 2803 Greystone Commercial Blvd, Ste 12, Birmingham, AL 35242.

ARTICLE III

MAILING ADDRESS

The mailing address for the Company is 352 Newbold Road, Fairless Hills, Pa 19030.

ARTICLE IV

DURATION

The Company shall have perpetual duration from the date of organization, unless it is dissolved and its affairs wound up prior to that date in accordance with the Alabama Limited Liability Company Act (the "Act").

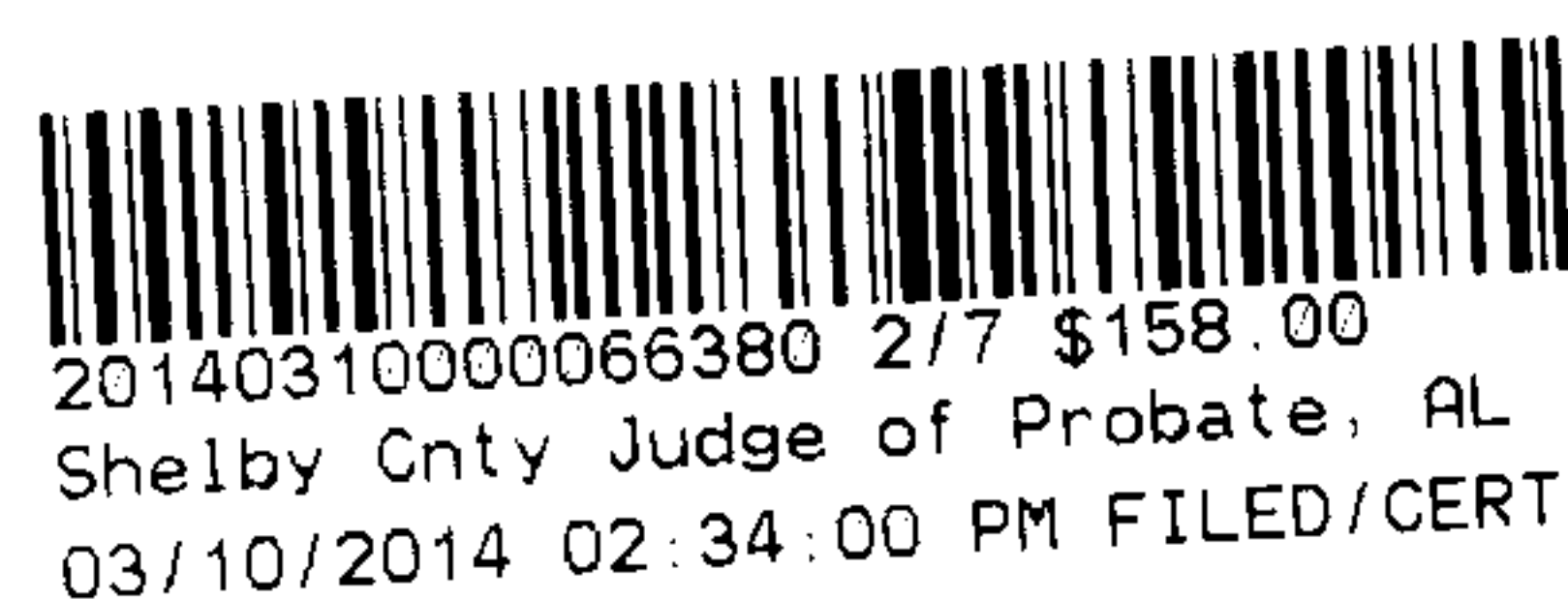
ARTICLE V
PURPOSE AND POWERS

Section 6.01 Purpose. The Company is organized to: invest in, buy, sell, exchange, lease let, grant or take licenses in respect of , improve, develop, repair, manage, maintain and operate real property of every kind, corporeal and incorporeal, in any state of the United States of America and every kind of estate, right or interest therein or pertaining to; to construct, improve, repair, raze and wreck buildings, structures and work of all kinds, for itself or for others; to buy, sell and deal in building materials and supplies; to advance loans secured by mortgages or other liens on real estate; to act as loan broker. Generally to do everything suitable, proper and conducive to the successful conduct of such business.

To engage in any other lawful act or activity of which limited liability companies may be organized pursuant to the Act.

Section 6.02 Powers. The Company shall possess and may exercise all powers and privileges granted by the Act or by any other law or by its Operating Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company, including, without limitation, the following:

- a. to sue and be sued, complain and defend, in its name;
- b. to purchase, acquire, own, hold, improve, develop, operate, manage, sell, convey, assign, transfer, exchange, release, dispose of, mortgage, encumber, pledge, create security interests in, lease, hire, deal in, and loan or borrow money upon, real and personal property, tangible and intangible, of every kind, character and description, including, without limitation liability companies, corporations or other entities, or any interest therein, along or in conjunction with others, or in the name of one or more partnerships, limited partnerships, limited liability companies, corporations or other entities in which it may constitute one of the partners, members or shareholders.
- c. to apply for, purchase, or acquire by assignment, transfer or otherwise, and hold, mortgage or otherwise pledge, and to sell, exchange, transfer, deal in and with any license, power, authority, concession, right or privilege which any limited liability company may make or grant.



d. to acquire, by purchase, subscription or otherwise, and to own, hold, sell or dispose of, exchange, deal in and with stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, mortgages and securities executed by any individual or by any entity in Alabama or any other state or foreign countries, whether public or private, government or municipality or otherwise, and to issue and exchange for all such stocks, bonds, debentures, obligations, evidences or indebtedness, promissory notes, mortgages or securities, notes, bonds or other evidences of indebtedness of the Company, and the Company shall have express power to hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of capital stock, bonds, by it and, while the owner thereof, to exercise all the rights, privileges and powers of ownership, including the right to vote thereon, to the same extent as a natural person may do, subject to the limitations, if any, on such right now or hereafter provided by the laws of Alabama.

e. to endorse, lend its credit to, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or pledge or mortgage all or any part of its properties to secure the payment of the principal and interest, or either, on any bonds, debentures, notes, scrip, coupons, or other obligations or evidences of indebtedness, or the performance of any contract, lease, mortgage, or obligation, of any subsidiary, affiliated or related corporation or entity or any other corporation, association or other entity, domestic or foreign, or of any person, firm, partnership, limited liability company or joint venture.

f. to enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, partnership, limited partnership, limited liability company, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

g. to acquire the good will, rights, assets and properties, and to undertake the whole or any part of the liabilities of any person, firm, entity, association, limited liability company or corporation; to pay for the same in cash or with other assets of or interests in the Company, or otherwise; to hold, or in any manner dispose of, the whole or part of the property so acquired; to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of any such business.

h. to borrow money from any partnership, limited liability company, corporation, entity or person (including, without limitation, any manager or member of the Company and their respective affiliates), without security, or upon the giving of security by way of mortgage, pledge, transfer, assignment, or otherwise, of real and personal property of every nature and description, or by way of guaranty or otherwise, and to enter into revolving credit agreements or other loan agreements of any kind with banks or other financial or institutional investors.

i. to lend money to any partnership, limited liability company, corporation, entity or other person (including, without limitation, any manager or member of the Company, and their respective affiliates), upon the receipt of such security as the managers or members of the Company may deem advisable by way of mortgage, pledge, transfer, assignment or to otherwise, of real and personal property of every nature and description, or by way of guaranty or otherwise.

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

k. to issue bonds, debentures or other securities or obligations and to secure the same by mortgage, pledge, deed of trust, or otherwise.

l. to act as agent, jobber, broker or attorney-in-fact in buying, selling and dealing in real and personal property of every nature and description and leases respecting the same and estates and interest therein and mortgages and securities thereon, in making and obtaining loans, whether secured by such property or not, and in supervising, managing and protecting such property and loans and all interests in and claims affecting the same.

m. to enter into any lawful arrangements for sharing of profits, union of interest, reciprocal concession or cooperation, as partner (general or limited), member, joint venturer or otherwise, with any person, partnership, corporation, limited liability company, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on any business which the Company is authorized to carry on, or any business or transaction deemed necessary, convenient or incidental to the carrying out of any of the purposes of the Company.

n. to have one or more offices to carry on all of the Company's operations and business without restriction or limit as to amount, in all states, districts, territories or possessions

of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, possession, or country.

ARTICLE VI

MANAGEMENT BY MEMBERS

The Company will be managed by its member or members.

ARTICLE VII

ADMISSION OF NEW MEMBERS

Section 8.01 New Members Who Acquire Their Membership Interests from the Company. New members may acquire membership interests from the Company per the requirements as set out in the Step3, LLC Operating Agreement.

Section 8.02 New Members Who Acquire Their Membership Interests from a Current Member. New members may acquire membership interests from a member of the Company per the requirements as set out in the Step3, LLC Operating Agreement.

ARTICLE VIII

INDEMNIFICATION OF MEMBERS, OFFICERS, EMPLOYEES AND AGENTS

The Company may indemnify its members, managers and employees to the maximum extent provided by law.

**ARTICLE IX
AMENDMENT**

The Company reserves the right to amend, alter, change or repeal any provision contained in these Articles of Organization in the manner now or hereafter provided by law, and all rights conferred upon holders of membership interests and managers herein are granted subject to this reservation; provided, however, that no such amendment, alteration, change or repeal shall be effective without approval of a majority of the members on the effective date of any such amendment.

**ARTICLE X
ORGANIZER**

The name and mailing address of the Organizer is:

Amber Vines
2803 Greystone Commercial Blvd. Ste 12
Birmingham, AL 35242


**ARTICLE XI
ADMISSION OF ADDITIONAL MEMBERS**


Additional Members may be admitted in accordance with the terms of the Operating Agreement of the Company.

**ARTICLE XII
DISSOLUTION BY REASON OF CESSATION OF MEMBERSHIP**

The cessation of membership of one or more members of the Company will not result in the dissolution of the Company.

IN WITNESS WHEREOF, this Certificate of Formation has been executed as of the 4th day of March, 2014 by the undersigned, as its Organizer, who affirms that the statement made herein are true under the penalties or perjury.


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AMBER VINES, ORGANIZER

Jim Bennett
Secretary of State

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

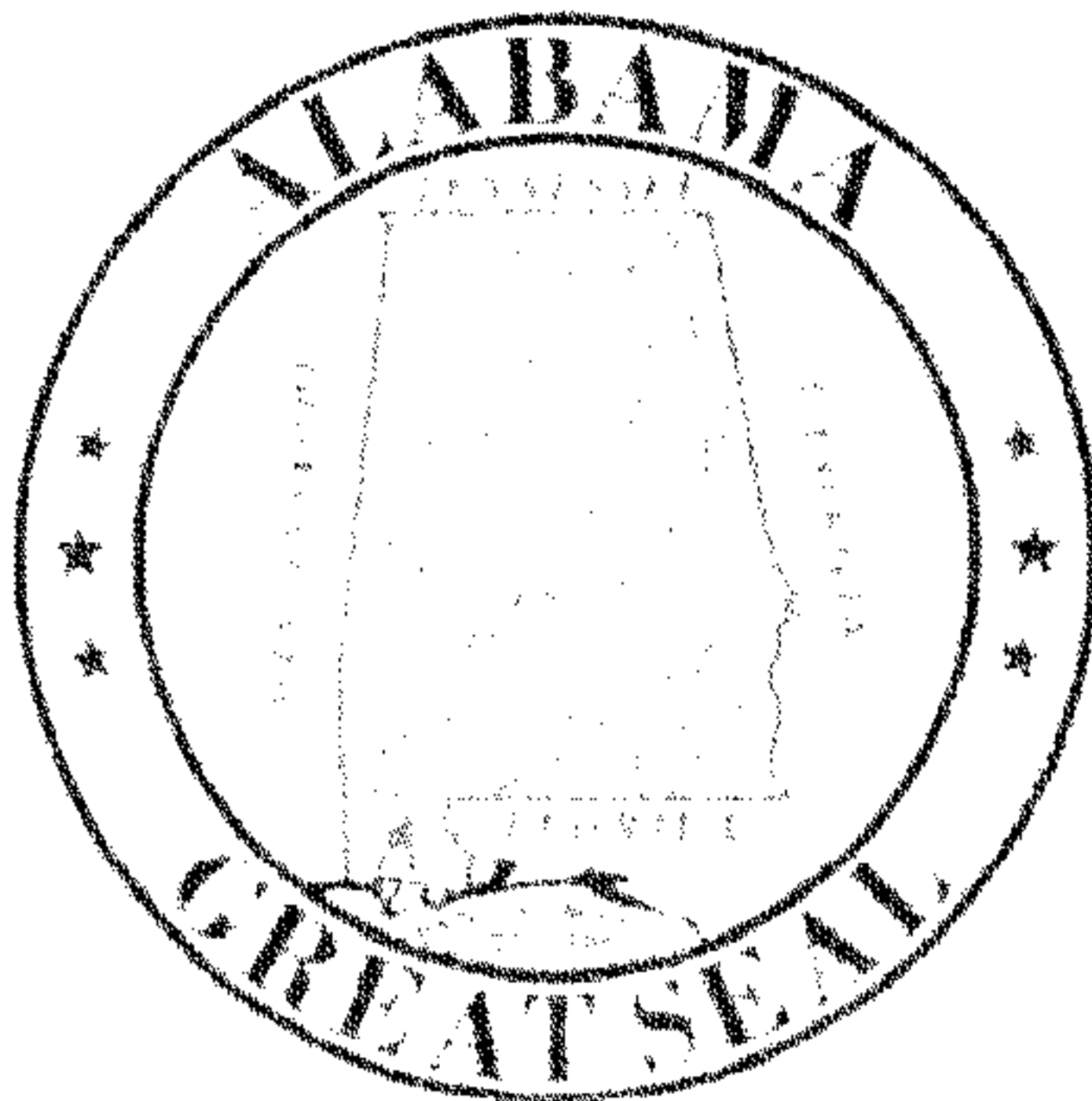
STATE OF ALABAMA

**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:

Step3, LLC

This name reservation is for the exclusive use of Marcus Hunt, 2803 Greystone
Commercial Blvd, Birmingham, AL 35242 for a period of one year beginning
February 28, 2014 and expiring February 28, 2015



RES650513

**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 28, 2014

Date

A handwritten signature in cursive script, appearing to read "Jim Bennett", is written over a horizontal line.

Jim Bennett

Secretary of State

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