

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)  
CERTIFICATE OF FORMATION



20140626000193030 1/10 \$158.00  
Shelby Cnty Judge of Probate, AL  
06/26/2014 09:41:41 AM FILED/CERT

**PURPOSE:** In order to form a limited liability company (LLC) under Section 10A-1-3.05 and 10A-5-2.02 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

**INSTRUCTIONS:** Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is issued. Once the Secretary of State's Office has indexed the filing the information will appear at [www.sos.alabama.gov](http://www.sos.alabama.gov) under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

(For County Probate Office Use Only)

**The information completing this form must be typed or laser printed.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06):

Berry Mountain Enterprises LLC

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached [proves name reservation under 10A-1-4.02(f)].

(For SOS Office Use Only)

This form was prepared by: (type name and full address)

Paul J Bryer III  
1721 Hurricane Creek Rd  
Gurley, AL 35748

**DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION**

3. Street (**No PO Boxes**) address of principal office of the limited liability company (LLC):

1721 Hurricane Creek Rd, Gurley AL 35748

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent: Northwest Registered Agent Service, Inc.

Street (**No PO Boxes**) address of Registered Agent (if different from principal office address):

4000 Eagle Point Corporate Drive STE 500, Birmingham, Alabama 35242

Mailing address of Registered Agent (if different from street address):

5. Purpose for which the limited liability company formed: Real Estate

\_\_\_\_\_; the purpose includes the transaction of any lawful business for which limited liability companies may be organized in Alabama under Title 10A, Chapter 5 of the Code of Alabama.

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): Paul J Bryer III

Street (**No PO Boxes**) address of Organizer(s): 1721 Hurricane Creek Rd, Gurley AL 35748

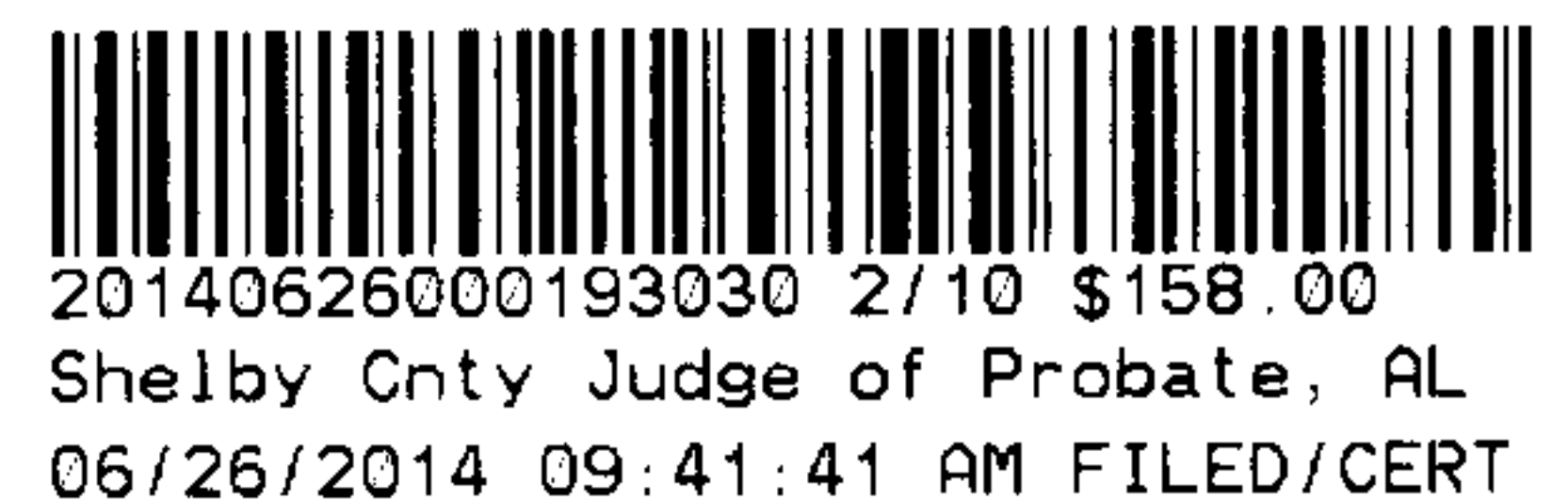
\_\_\_\_\_. Mailing address of Organizer(s) – (if different from street address):

**Attach a listing if more Organizers need to be added.**

8. If the limited liability company is to be managed by one or more managers, give the number of managers n/a and the names and mailing addresses of the manager or managers who are to serve as managers until their successors are elected and begin serving:

Manager's Name: \_\_\_\_\_

Mailing address of Manager: \_\_\_\_\_



**DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION**

Manager's Name: \_\_\_\_\_

Mailing address of Manager: \_\_\_\_\_

**Attach listing if more Managers need to be added.**

9. The right, if given, of the member or members to admit additional members, and the terms and conditions of the admission are attached.
10. The circumstances, if any, under which the cessation of membership of one or more members will result in dissolution of the limited liability company are attached.
11. The filing of the limited liability company is effective immediately on the date filed by the judge of probate or at the later date specified in this filing (no more than 90 days after date of signing). 10A-1-4.12

The undersigned specify 06 / 30 / 2014 as the effective date (must be later than the date filed in the office of the county judge of probate, but not more than 90 days after the date of signing).

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability company.

06 / 24 / 2014  
Date (MM/DD/YYYY)

Paul J. Bryer III  
Signature as required by 10A-5-2.04

Paul J Bryer III  
Typed Name of Above Signature

Organizer  
Typed Title (Member, Organizer or Attorney-in-fact)

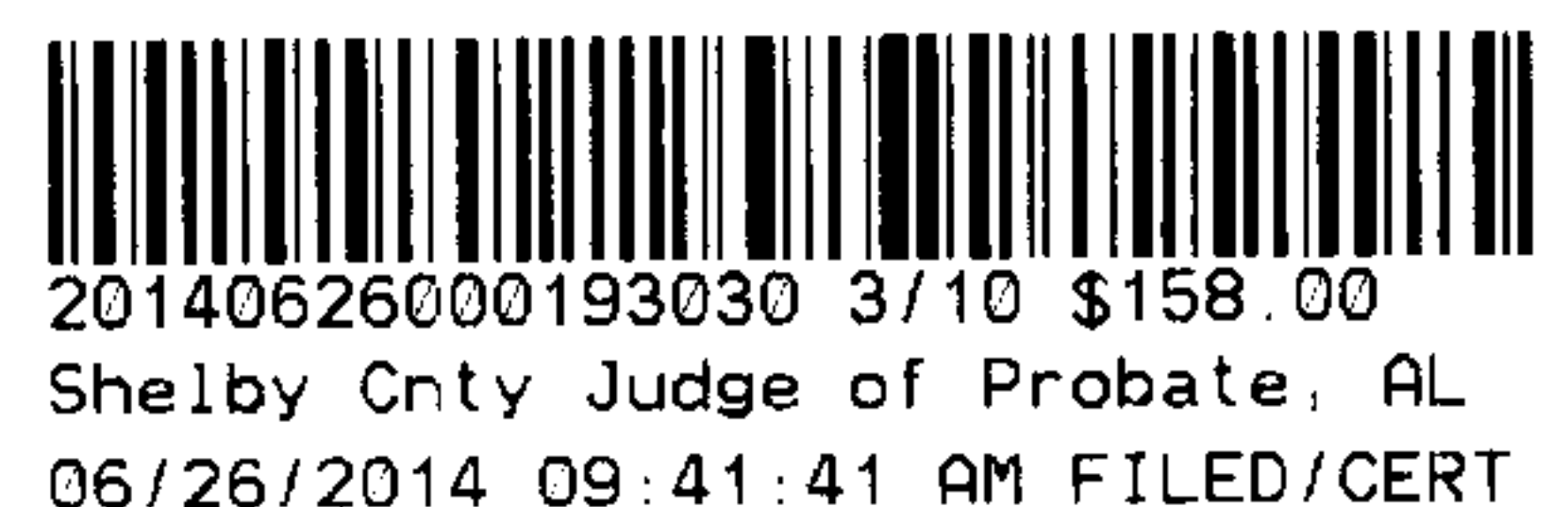
**Additional members may sign (attach listing if necessary).**

/ /   
Date (MM/DD/YYYY)

\_\_\_\_\_  
Signature as required by 10A-5-2.04

\_\_\_\_\_  
Typed Name of Above Signature

\_\_\_\_\_  
Typed Title (Member)





Jim Bennett  
Secretary of State

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


# STATE OF ALABAMA

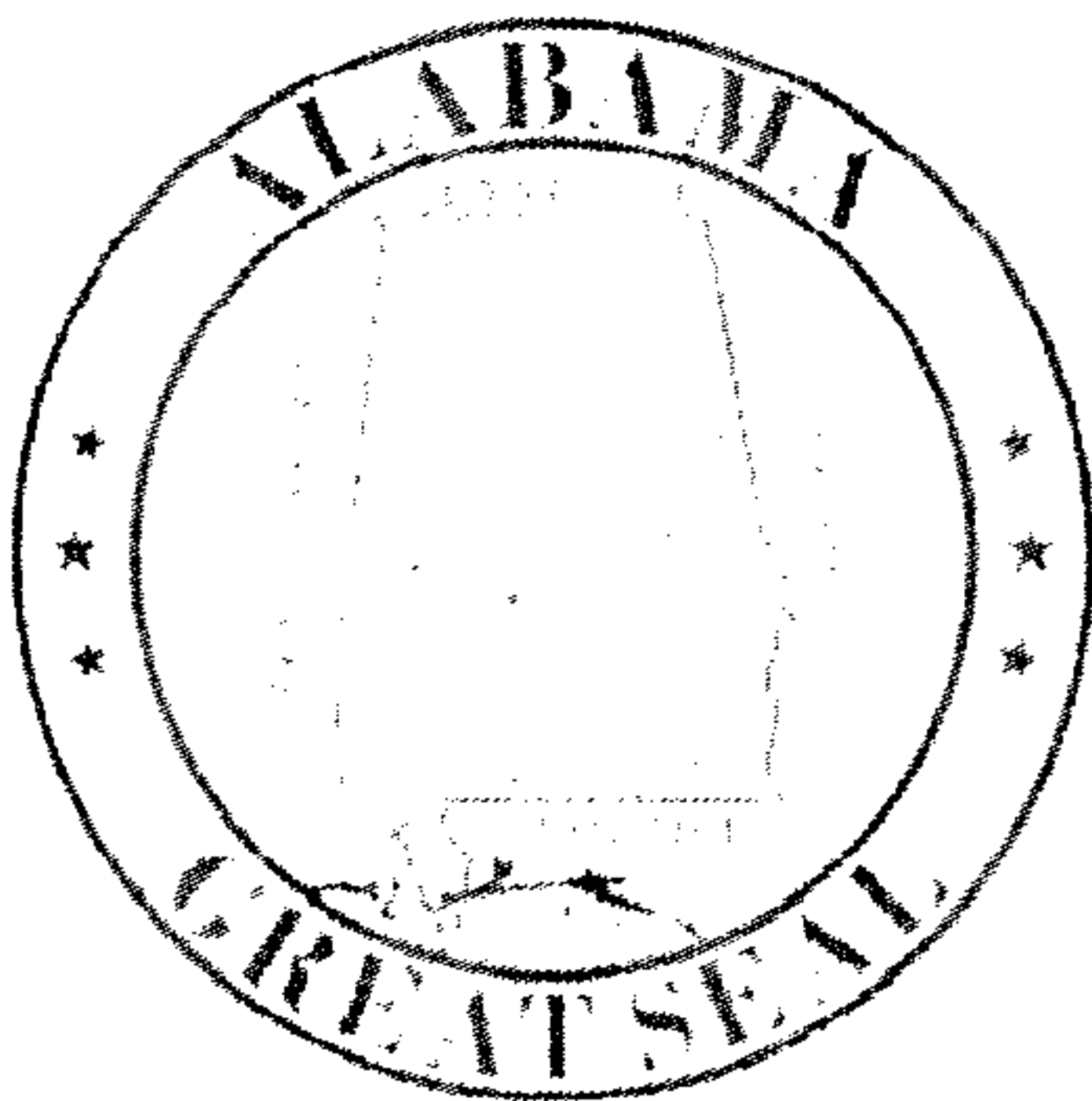
**I, Jim Bennett, Secretary of State of Alabama, having custody of the  
Great and Principal Seal of said State, do hereby certify that**

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:

**Berry Mountain Enterprises LLC**

This name reservation is for the exclusive use of Paul Bryer, 1721 Hurricane  
Creek Rd, Gurley, AL 35748 for a period of one year beginning June 09, 2014 and  
expiring June 09, 2015

  
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RES659579

**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.**

June 09, 2014

**Date**

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

**Jim Bennett**

**Secretary of State**

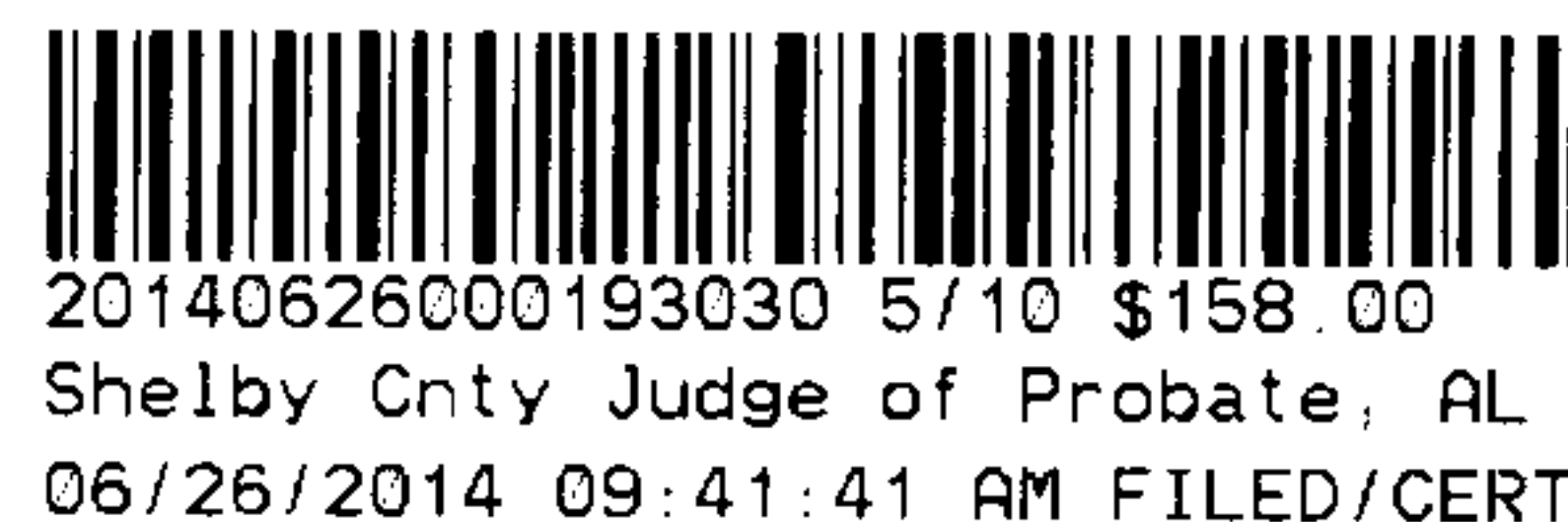
**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**FOR**

**Berry Mountain Enterprises LLC**

This Company Agreement of this SINGLE MEMBER MANAGED LIMITED LIABILITY COMPANY organized pursuant to applicable state law, is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as the Member. It is the Member's express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Member. Accordingly, in consideration of the conditions contained herein, he/she agree as follows:

**ARTICLE I**

**Company Formation**



- 1.1 **FORMATION.** The Member hereby does form a Limited Liability Company ("Company") subject to the provisions of state law as currently in effect as of 20 June 2014. Articles of Organization are on file with the Secretary of State of Alabama.
- 1.2 **REGISTERED OFFICE AND AGENT.** The Company's registered office and agent is: Northwest Registered Agent Service, Inc. 4000 Eagle Point Corporate Drive, STE 500, Birmingham, AL 35242.
- 1.3 **TERM.** The Company shall continue for a perpetual period unless,
- (a) The Member votes for dissolution; or
  - (b) Any event which makes it unlawful for the business of the Company to be carried on by the Member; or
  - (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company.



- 1.5 **BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives, including with or without limitation, holding rental real estate.
- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business is 1721 Hurricane Creek Rd, Gurley, AL 35748.
- 1.7 **THE MEMBERS.** The name and place of residence of the member is listed below at Certification of Members. Member is the owner of this company.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided for in the Agreement, additional members may be admitted to the Company through issuance of a new interest in the Company, or by sale of a current percentage of a Member's interest.
- 1.9 **FISCAL YEAR.** The Company's fiscal year shall be January 1 through December 31.
- 1.10 **BANK ACCOUNTS.** All funds of the Company shall be deposited in one or more accounts in the name of the Company and/or Member. Accounts for the Company are strictly separated exclusively for business finances.

## ARTICLE II

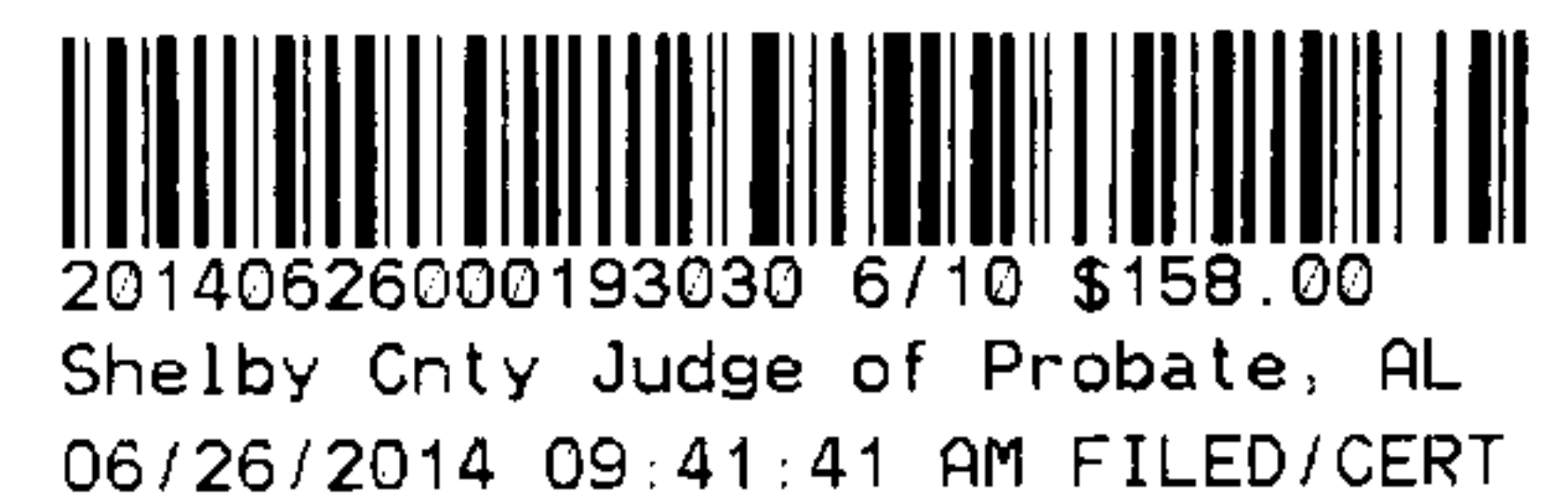
### Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company capital and the Company shall keep record of the amount contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

## ARTICLE III

### Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Member.
- 3.2 **DISTRIBUTIONS.** The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to

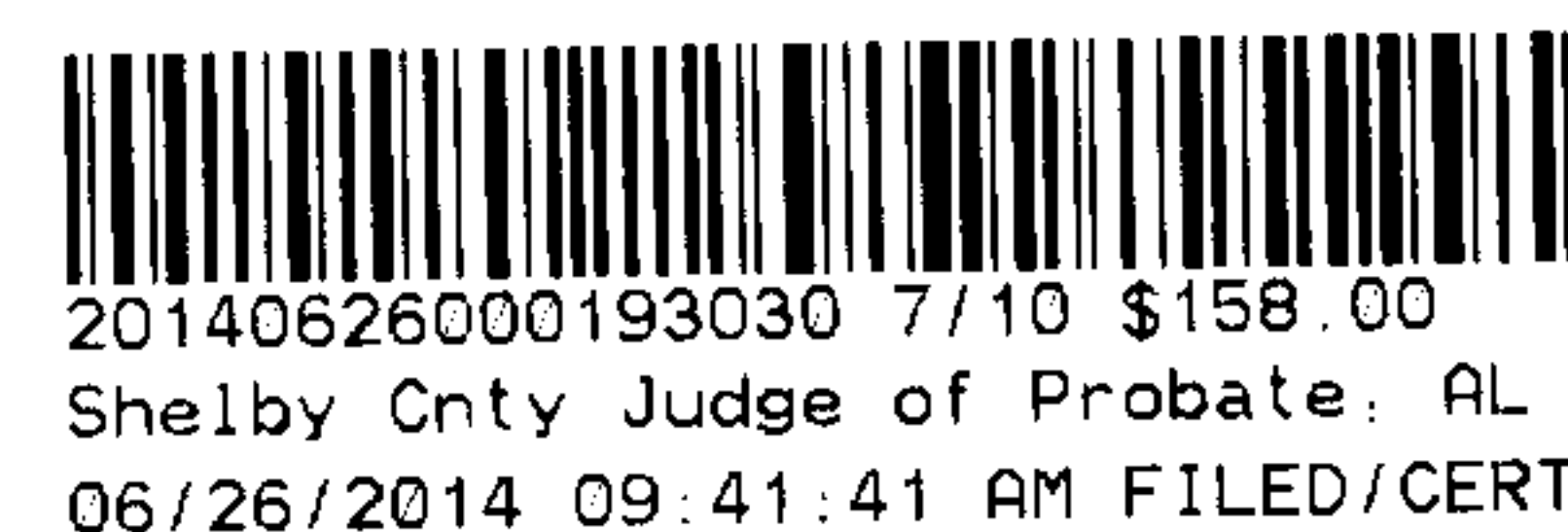


herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member.

- 3.3 **C CORPORATION ELECTION.** The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

## ARTICLE IV

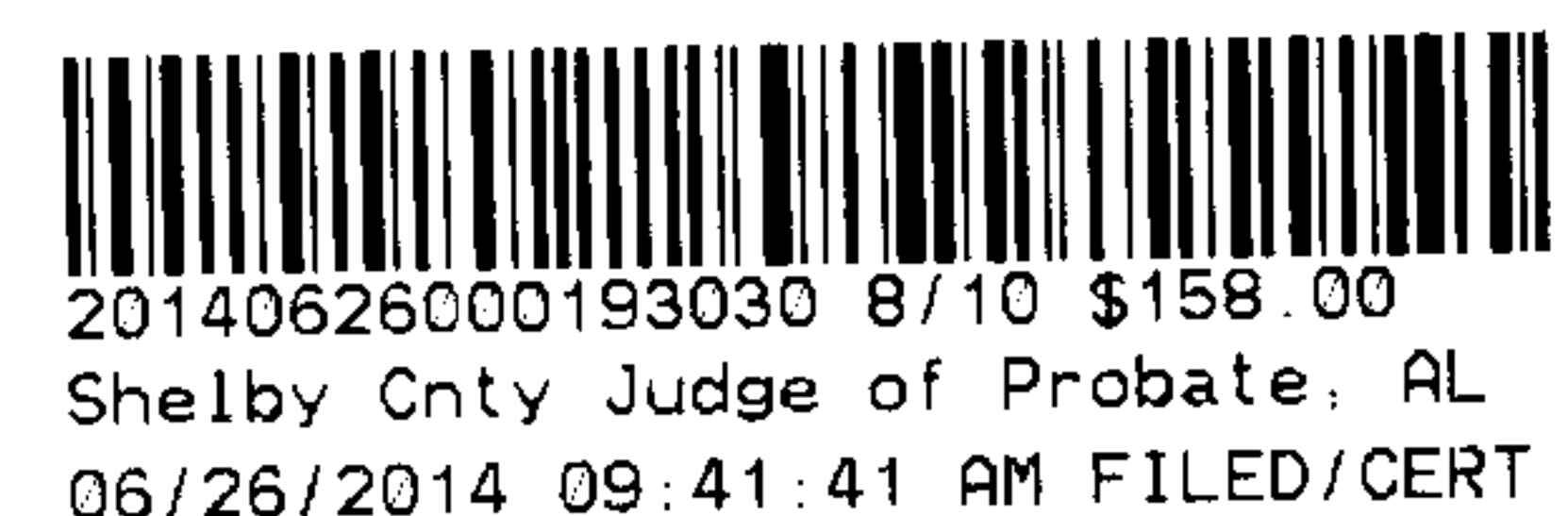
### Management



- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Member. The Member shall have the full power and authority to authorize, approve, or undertake any action on behalf of the Company and to bind the Company without the necessity of a meeting. The Member is authorized to appoint, by written designation filed with the Company records, one or more persons to act on behalf of the Company as officers of the Company with such titles as appropriate (President, Treasurer, and Secretary). The Member is authorized to delegate any and all power and authority with respect to the business and affairs of the Company to any individual or entity, including any officers or employees of the Company.
- 4.2 **MEMBER.** The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.
- 4.3 **POWERS OF THE MEMBER.** The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f ) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.



- 4.4 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.5 **COMPANY INFORMATION.** Upon request, and at the Member's discretion, the Member may supply to any party information regarding the Company or its activities. The Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Member's possession regarding the Company or its activities.
- 4.6 **EXCULPATION.** Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.
- 4.7 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.8 **RECORDS.** The Member shall cause the Company to keep at its principal place of business or other location (in hardcopy or electronic form) the following:
- (a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
  - (b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
  - (c) Copies of any financial statements of the limited liability company for the three most recent years.





## **ARTICLE V**

### **Compensation**

- 5.1 **MEMBER MANAGEMENT FEE.** The Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

## **ARTICLE VI**

### **Bookkeeping**

- 6.1 **BOOKS.** The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. The books shall be kept on a method of accounting as the Member shall select. The company's accounting period shall be the calendar year.
- 6.2 **REPORTS.** The Member shall close the books of account after the close of each calendar year.

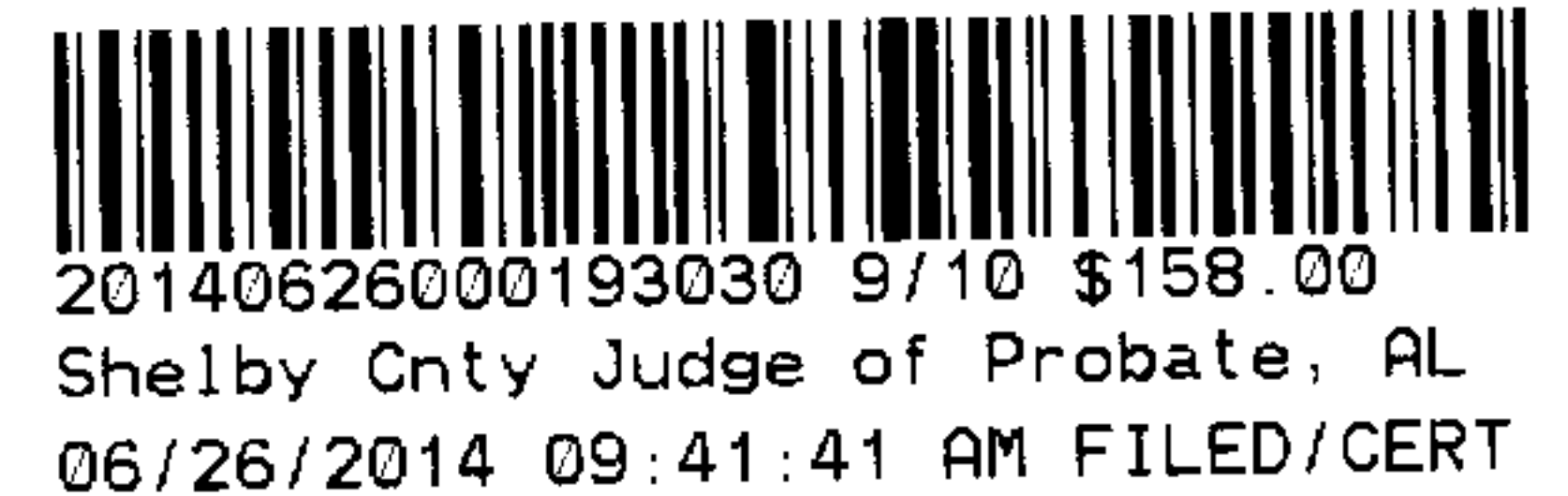
## **ARTICLE VII**

### **Transfers**

- 7.1 **ASSIGNMENT.** According to the appropriate Court, and in compliance with Alabama law, should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the LLC. The new assignee does not have any rights of the Member or have the ability to be involved in management of the LLC or the right to dissolve the LLC. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

## **ARTICLE VIII**

### **Dissolution**




- 8.1 DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution, the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Member's interests. The dissolution may only be ordered by the Member, not by the owner of the Member's interests.

### CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 20th day of June, 2014.

Paul J. Bryer III Signature Paul J Bryer III Printed Name

  
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