

**CERTIFICATE OF FORMATION
OF
ALPINE COVE ENTERPRISES, LLC**

TO THE HONORABLE JUDGE OF PROBATE,
SHELBY COUNTY, ALABAMA:

Pursuant to the provisions of the Alabama Limited Liability Company Law, §10A-5-1.01 et seq. Code of Alabama (1975), as amended (the “Law”), the undersigned hereby adopts the following Certificate of Formation:

**Article I
Name**

The name of the entity being formed is Alpine Cove Enterprises, LLC, an Alabama limited liability company (“Company”).

**Article II
Purpose**

The purpose for which the Company is formed is the transaction of any and all lawful business for which a limited liability company may be organized under the Law.

**Article III
Duration**

The Company’s duration will be perpetual; provided, however, that the Company will cease to exist upon the Company’s dissolution in accordance with Section 10A-5-7.01 of the Law.

**Article IV
Initial Registered Agent and Registered Office**

The street and mailing address of the Company’s initial registered office is 270 Doug Baker Boulevard, Suite 700-252, Birmingham, Alabama 35242. The name of its initial registered agent at such address is Trent Richardson.

**Article V
Organizer**

The name and address of the Company’s organizer are Trent Richardson, 270 Doug Baker Boulevard, Suite 700-252, Birmingham, Alabama 35242.


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Article VI Members; Membership

The Company's members will have the right to admit additional members (including substitute members) in accordance with the Company's operating agreement, as may be in effect from time to time ("Operating Agreement"); provided, however, that if there is only one remaining member of the Company, and such member assigns the member's entire membership interest (including financial and other rights), the assignee of such membership interest will automatically be admitted as a substitute member of the Company.

Except as specifically required by any non-waivable provisions of the Law or any provisions of the Operating Agreement, the cessation of a member's membership in the Company will not result in the Company's dissolution. If a member ceases to be a member of the Company (whether such cessation is voluntary or involuntary), and such member was at the time of such cessation of membership the only remaining member of the Company, the holders of all the financial rights in the Company may agree in writing to continue the legal existence and business of the Company and to appoint one or more new members.

Article VII Management

Management of the Company will be vested in one (1) or more managers. There will be two (2) initial managers of the Company who shall comprise the Board of Managers. The names and mailing addresses of the Company's initial managers, who shall serve as managers until such their successors are elected and begin serving, are Trent Richardson, 270 Doug Baker Boulevard, Suite 700-252, Birmingham, Alabama 35242, and Kerri Richardson, 386 Cedar Cove Drive, Alpine, Alabama 35014. The relative rights, powers and duties of the managers are set forth in the Operating Agreement.

Article VIII Liability

No member or manager will be liable to the Company or any other person, firm or entity for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member or manager on the Company's behalf.

Each member and manager will be fully protected in relying upon the Company's records and upon such information, opinions, reports, and statements presented to the Company by any person, firm or entity as to matters within the professional or expert competence of such person or entity and who or which has been selected by or on the Company's behalf, including information, opinions, reports and statements as to the value and amount of the assets, liabilities, profits, losses, and any other facts pertinent to the existence and amount of assets from which distributions to the members might properly be paid.

To the extent that, at law or in equity, a member or manager has duties (including fiduciary duties) and liabilities relating to the Company or to any other member or manager, such member or

manager acting under this Certificate of Formation or the Operating Agreement will not be liable to the Company or to any other member or manager for his, her or its reliance on the provisions of this Certificate of Formation, the Operating Agreement, or the Law. The provisions of this Article VIII, to the extent that they restrict the duties and liabilities of a member or manager otherwise existing at law or in equity, will replace such other duties and liabilities of such member or manager.

Article IX Indemnification

To the fullest extent permitted by applicable law, each member and manager will be entitled to indemnification from the Company for any loss, damage or claim incurred by such member or manager by reason of any act or omission performed or omitted by such member or manager on the Company's behalf.

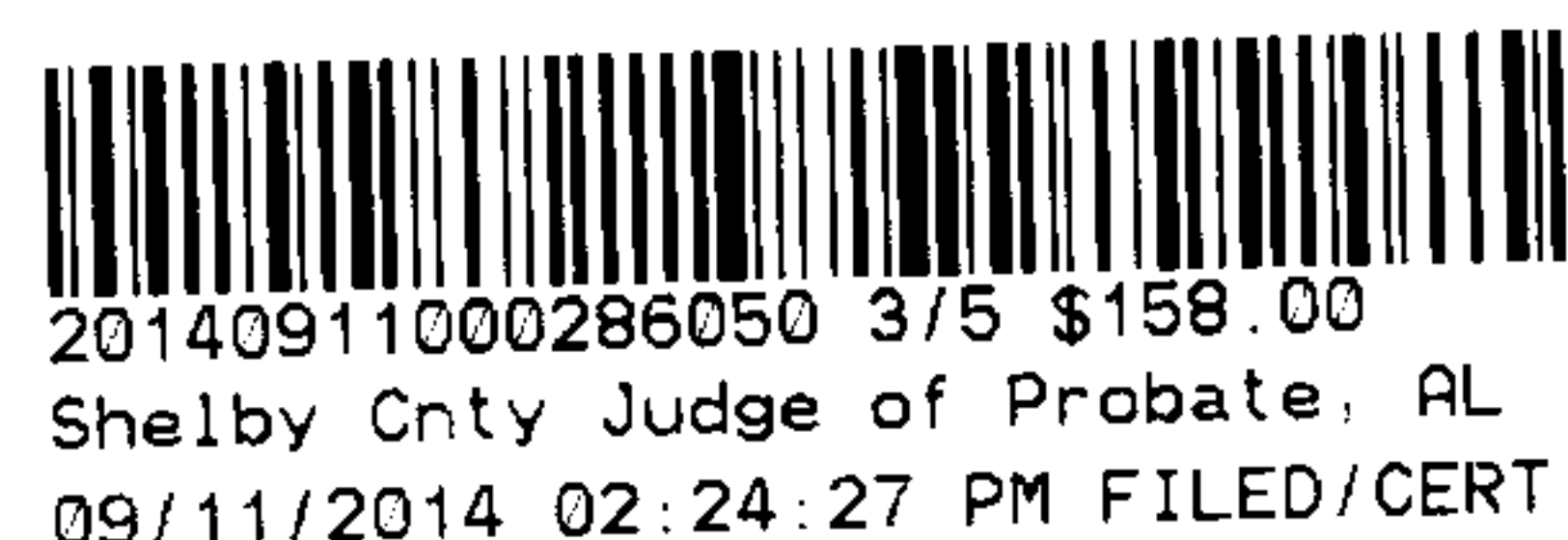
To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a member or manager in defending any claim, demand, action, suit or proceeding will, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the member or manager to repay such amount if it will be determined that the member or manager is not entitled to be indemnified as authorized in this Article IX.

The Company may purchase and maintain insurance, to the extent and in such amounts as the majority of the managers will, in their sole discretion, deem reasonable, on behalf of the members, manager(s) and such other persons or entities as such majority of the managers will determine, against any liability that may be asserted against or expenses that may be incurred by any such person or entity in connection with the Company's activities or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Article IX.

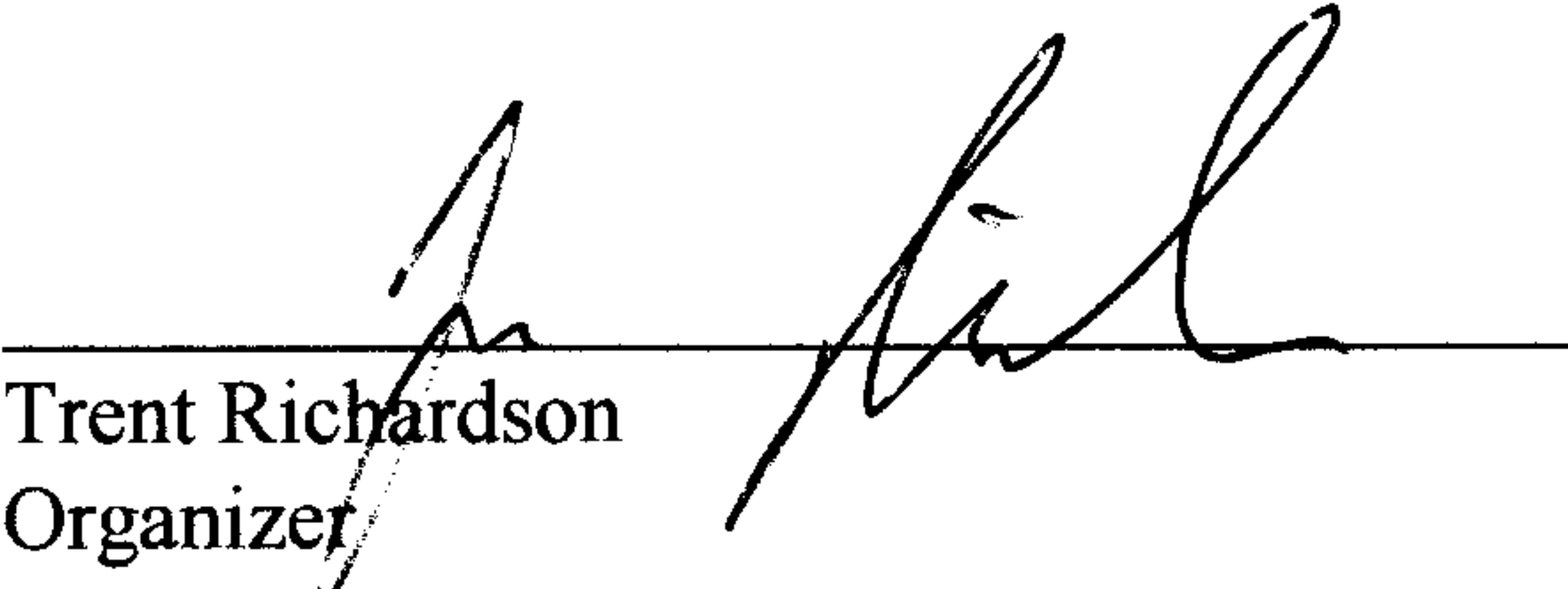
Article X Operating Agreement

The regulation of the internal affairs of the Company, if not set forth herein, will be governed by the Operating Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned organizer of Alpine Cove Enterprises, LLC, in accordance with the Law, executes this Certificate of Formation as of August 30, 2014.


Trent Richardson
Organizer

Prepared by:
Jonathan D. Kipp
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203


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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:

Alpine Cove Enterprises, LLC

This name reservation is for the exclusive use of Bradley Arant Boult Cummings
LLP, 1819 Fifth Avenue North, Birmingham, AL 35203 for a period of one year
beginning August 14, 2014 and expiring August 14, 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.**

August 14, 2014

Date

A handwritten signature in cursive script, appearing to read "Jim Bennett".

Jim Bennett

Secretary of State