

CERTIFICATE OF FORMATION OF JW CONSTRUCTION AND LANDSCAPE, LLC

I, the undersigned, pursuant to Section 10A-1-3.05 and 10A-5-2.02 of the Code of Alabama 1975 and the Alabama Limited Liability Company Law, as amended, hereby adopt the following Certificate of Formation for a limited liability company:

ARTICLE I NAME

The name of the limited liability company is JW Construction and Landscape, LLC (the "Company").

ARTICLE II PRINCIPAL OFFICE

The street address and mailing address of the principal office of the Company is 500 Highway 343, Columbiana, Alabama 35051.

ARTICLE III REGISTERED OFFICE AND REGISTERED AGENT

The location and street address of the initial registered office of the Company shall be 500 Highway 343, Columbiana, Alabama 35051, and the name of the initial registered agent at such address shall be Wally Franklin.

ARTICLE IV PURPOSE

The Company is organized for the following purposes:

- (a) To own and operate a lawn care maintenance, repair and construction business;
- (b) To purchase, own, lease and otherwise deal with real estate;
- (c) To render to others, and to engage in the business of rendering to others, consulting, advisory, administrative, accounting, bookkeeping and other services of every nature, kind and character, which it may legally render;
- (d) To engage in any trading, selling and service, or other lawful business of any kind or character whatsoever;
- (e) To act as agent, representative, or receiver of any person, firm, corporation, or governmental entity or instrumentality in respect to any lawful undertaking or transaction;

(f) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in or with, real or personal property, or any interest therein, wherever situated, and to sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of real or personal property, or any interest therein;

(g) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, corporation, associations, partnerships, limited liability companies, individuals, or direct or indirect obligations of governmental entities or of any instrumentality thereof;

(h) To lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested; and

(i) To engage in any other lawful act or activity for which limited liabilities companies may be organized pursuant to the Act.

ARTICLE V DURATION

The period duration of the Company shall be perpetual.

ARTICLE VI ORGANIZER

The name and address of the organizer of the Company is as follows:

David M. Tidmore
300 Cahaba Park Circle, Suite 200
Birmingham, Alabama 35242

ARTICLE VII MANAGEMENT

The management of the Company shall be vested in its Members in proportion to their contributions to the capital of the Company, as adjusted from time to time to properly reflect any additional contributions or withdrawals by the Members.

ARTICLE VIII INITIAL MEMBER

The name and address of the initial member of the Company are:

Wally Franklin
500 Highway 343
Columbiana, Alabama 35051

ARTICLE IX
ADDITIONAL MEMBERS

Additional members may be admitted by the member or members as provided in the Operating Agreement.

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 members may unanimously agree to continue the business of the Company as provided in the Operating Agreement.

ARTICLE XI
EFFECTIVE DATE

The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate of Shelby County, Alabama.

ARTICLE XII
INDEMNITY

(a) 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 whom 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 attorneys' 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.

(b) 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.

(c) Operating Agreement; Insurance. Without limiting the application of the foregoing, the members may adopt a provision in the operating agreement from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Alabama, and may cause the Company to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a manager or member of the company, or who is or was serving at the request of the Company as a member or manager of another limited liability company, or as its representative in a corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Alabama, whether or not the Company would have the power to indemnify such person.

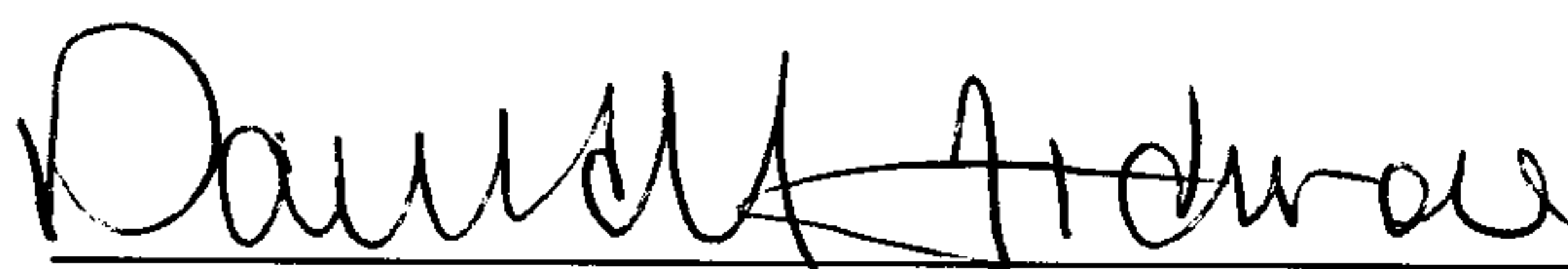
The indemnification and advancement of expenses provided in this Article shall continue for a person who has ceased to be a member, manager, employee or agent, and inures to the benefit of the heirs, executors and administrators of such a person.

ARTICLE X

RETURN OF CONTRIBUTIONS

A member may only demand cash in return for 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.

IN WITNESS WHEREOF, the undersigned organizer has executed this Certificate of Formation on this the 30th day of September, 2014.



David M. Tidmore, Organizer

This instrument prepared by:
David M. Tidmore
Attorney at Law
300 Cahaba Park Circle, Suite 200
Birmingham, Alabama 35242

Jim Bennett
Secretary of State

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

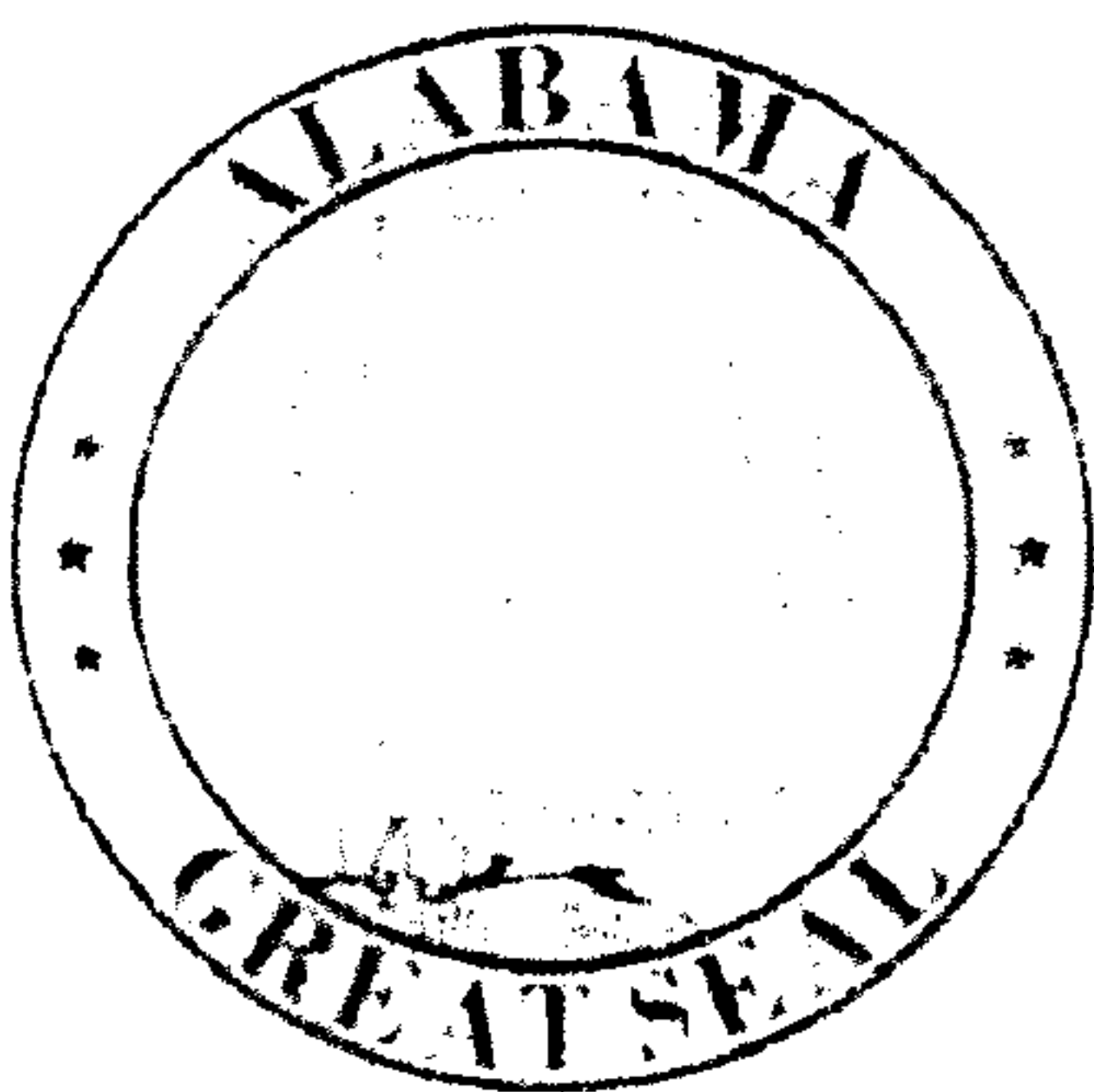
STATE OF ALABAMA

**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:

JW Construction and Lanscape, LLC

This name reservation is for the exclusive use of David M Tidmore, 300 Cahaba
Park Circle, #200, Birmingham, AL 35244 for a period of one year beginning
August 13, 2014 and expiring August 13, 2015



RES665264

**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 13, 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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Shelby Cnty Judge of Probate, AL
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