

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

**ARTICLES OF ORGANIZATION
OF
HIGH COTTON CANDLE COMPANY, LLC**

(Certificate of Formation Under §10A-5A-2.01, *Code of Alabama*, 1975, as amended)

For the purpose of forming a limited liability company under the Alabama Business and Nonprofit Entity Code and the Alabama Limited Liability Company Law of 2014 (collectively herein referred to as the "Act") and any act amendatory thereof, supplementary thereto or substituted therefor, the undersigned does hereby sign and adopt these Articles of Organization, and, upon filing for record of these Articles of Organization in the Office of the Judge of Probate of Shelby County, Alabama, the existence of a limited liability company (hereinafter referred to as the "Company"), under the name set forth in Article I hereof, shall commence.

**ARTICLE I
NAME OF LIMITED LIABILITY COMPANY**

The name of the limited liability company shall be High Cotton Candle Company, LLC ("Company").

**ARTICLE II
PERIOD OF DURATION**

The period of duration of the limited liability company shall be perpetual.

**ARTICLE III
PURPOSES FOR WHICH LIMITED LIABILITY COMPANY FORMED**

The purposes for which the limited liability company is formed and the powers which it shall have in furtherance of its purposes are:


- 3.1 To engage in and carry on the business of buying, leasing or otherwise acquiring real estate of every kind and description; to own, operate and manage said real estate, including rental and leasing operations of all types; to manufacture, buy and sell all forms of personal property and to manage the same; to construct and erect, or to contract for the construction and erection of buildings and structures in or upon said real estate for any uses and purposes; to own, hold, improve, develop, subdivide, maintain, operate, lease, sell, mortgage or otherwise dispose of all or any of said real

estate or any part thereof and to transact any all lawful business for which limited liability companies may be organized under the Act.

- 3.2 To engage in and carry on the business of buying, leasing or otherwise acquiring investments of every kind and description; to lend money and negotiate loans, both short and long term; to draw, accept, endorse, discount, buy, sell and deliver bills of exchange, checks, drafts, promissory notes, bonds, debentures, coupons and other negotiable instruments and securities; to finance the purchase or other acquisition of any item of real or personal property of any description or condition by any person, business, entity or otherwise; and to do all things and engage in all matters associated with any of the foregoing.
- 3.3 To provide a vehicle for investment of certain assets of the Member for efficient investment, to facilitate the administration of the Company property and to protect the business of the Company and the Company property from being disturbed by the Member and her creditors, except for the purposes of the Company.
- 3.4 To purchase, acquire, own, hold and manage an equity interest in one or more legally established entities, whether corporations, limited liability companies, joint ventures, partnerships or any other entity type, to participate in the operations of such other entities and to exercise all authority with respect to such other entities as permissible under the Act; to dispose of such interest on such terms and conditions and at such times as the Company determines appropriate.
- 3.5 To engage in any lawful business, act or activity for which a company may be organized under the Act, it being the purpose and intent of this Article III to invest the Company with the broadest purposes, objects and powers lawfully permitted a company formed under the Act.
- 3.6 To carry on any and all aspects, ordinary or extraordinary, of any lawful business and to enter into and carry out any transaction, ordinary or extraordinary, permitted by law, having and exercising in connection herewith all powers given to companies by the laws of the State of Alabama.

ARTICLE IV MANAGEMENT OF THE COMPANY

Management of the limited liability company is to be vested in its Members.


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ARTICLE V
LOCATION OF REGISTERED OFFICE; REGISTERED AGENT

The address of the initial registered office of the limited liability company in Alabama is 2004 Brook Highland Ridge, Birmingham, Shelby County, Alabama 35242, and the name of its initial registered agent at the address is Tracey A. Hogan.

ARTICLE VI
MEMBERS

The name and post office address of the initial Members of the limited liability company are:

<u>Name</u>	<u>Address</u>	<u>Initial Interest</u>
Tracey A. Hogan	35242 Brook Highland Ridge Birmingham, Alabama 35242	100.00%
	<u>TOTAL:</u>	<u>100.00%</u>

ARTICLE VII
ADMISSION OF NEW MEMBERS

From and after the date of the formation of the Company, any person or entity acceptable to all of the Members may become a Member in this Company either by the issuance by the Company of membership interests for such consideration as the Members shall determine, or as a transferee of a Member's membership interest or any portion thereof as approved by the Members, subject to the terms and conditions of these Articles of Organization and the Operating Agreement.

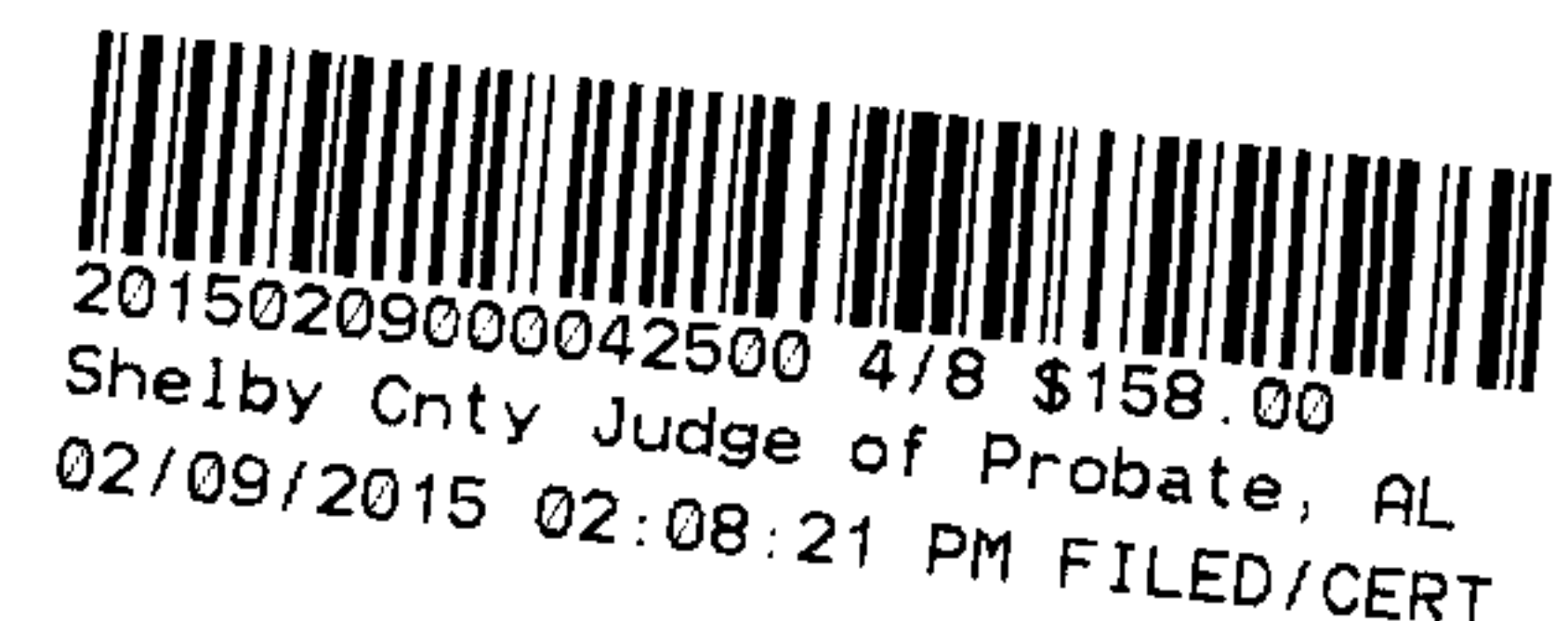
ARTICLE VIII
INTERNAL AFFAIRS

- 8.1 The initial Operating Agreement of the Company shall be adopted by the initial Members. The power to alter, amend, or repeal the Operating Agreement or adopt new Operating Agreement shall be vested in the Members, which power may be exercised in the manner and to the extent provided in the Operating Agreement. The Operating Agreement may contain any provisions for the regulation of the business and for the conduct of the affairs of the Company or the Members, not inconsistent with the Act or these Articles of Organization.

- 8.2 Any contract or other transaction which is fair and reasonable to the Company between the Company and one or more of its Members, or between the Company and any firm of which one or more of its Members are members or employees, or in which they are financially interested, or between the Company and any company or association of which one or more of its Members are shareholders, members, directors, officers, or employees, or in which they are financially interested, shall be valid for all purposes, notwithstanding the presence of the person at the meeting of the Members of the Company or any committee thereof that acts upon, or in reference to, the contract or transaction if either (a) the fact of such interest shall be disclosed or known to the Members, or such committee, as the case may be, and the Members or such committee shall, nevertheless, authorize or ratify the contract or transaction or (b) the fact of such relationship or interest is disclosed to the Members entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent. The interested Members shall not be counted in determining whether a quorum is present and shall not be entitled to vote on such authorization or ratification. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it. Each and every person who may become a Member of the Company is hereby relieved from any liability that might otherwise arise by reason of his or her contracting with the Company for the benefit of herself or any firm or company in which he or she may be in any way interested.
- 8.3 The Company reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles of Organization, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the Act, and all rights conferred upon Members at any time are granted subject to this reservation.

ARTICLE IX INDEMNIFICATION

- 9.1 In amplification, and not in limitation, of applicable provisions of the Act and other provisions of Alabama law:
- (a) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Company), by reason of the fact that he or she is or was a member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, employee or agent of another company, partnership, joint venture, trust or other enterprise, against



expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- (b) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another company, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

9.2 To the extent that a member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

9.3 Any indemnification under Sections 9.1 (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that

indemnification of the member, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 9.1. Such determination shall be made (i) by the Members by a majority vote of a quorum consisting of members who were not parties to, or who have been wholly successful on, the merits or otherwise with respect to such claim, action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Members so directs, by independent legal counsel in a written opinion, or (iii) by the Members.

- 9.4 Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Company in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in Section 9.4 upon receipt of an undertaking by or on behalf of the member, officer, employee or agent to repay such amount if, and to the extent that, it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article.
- 9.5 The indemnification authorized by this Article shall not be deemed exclusive of, and shall be in addition to, any other rights to which those indemnified may be entitled under any statute, rule of law, provision of articles of organization, operating agreement, other agreement, vote of Members or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a manager, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
- 9.6 The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article 9.

ARTICLE X LOCATION OF PRINCIPAL OFFICE

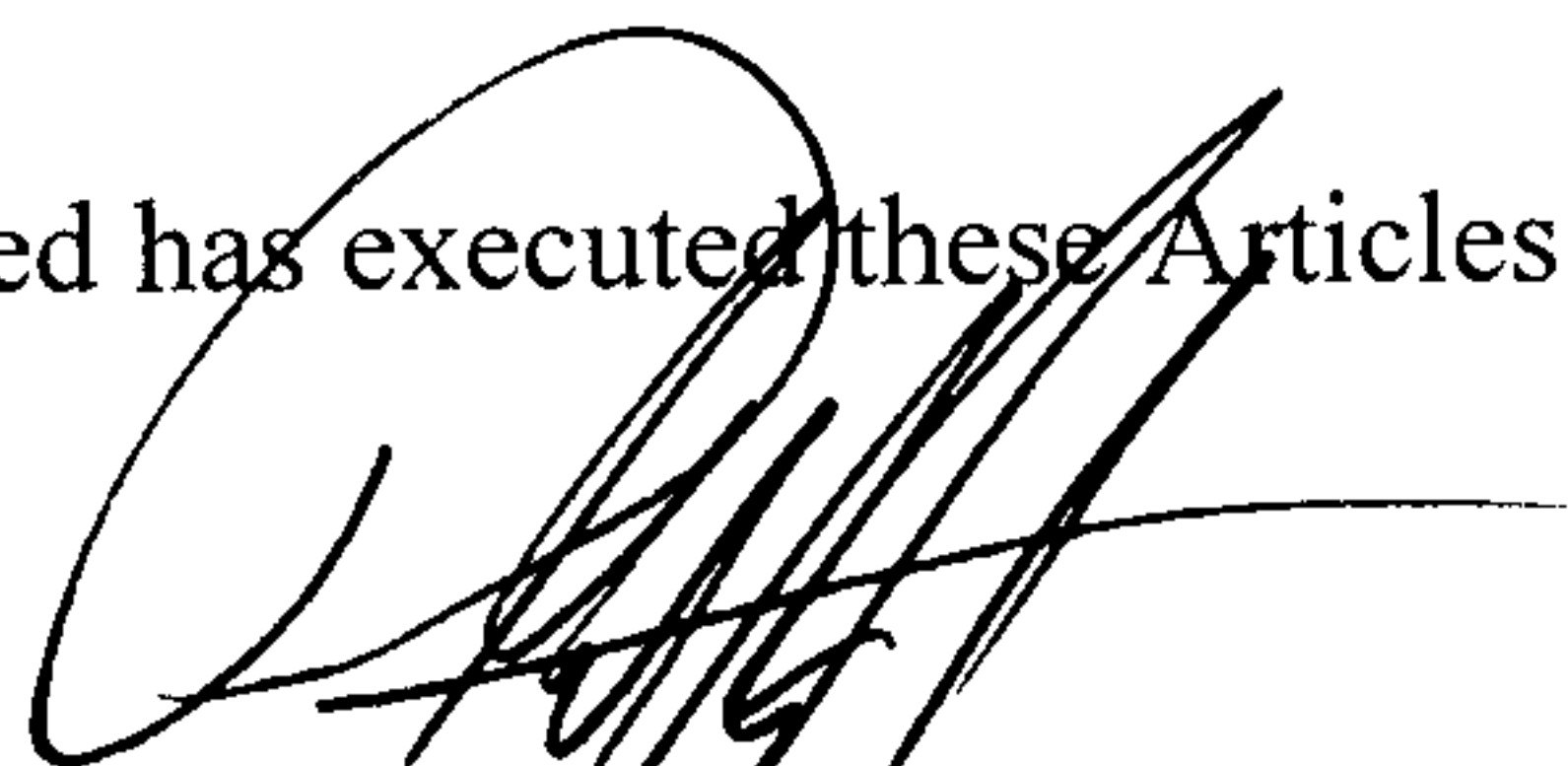
The address of the principal office and mailing address of the principal office of the company in Alabama 2004 Brook Highland Ridge, Birmingham, Shelby County, Alabama 35242.

**ARTICLE XI
ORGANIZER**

The name and address of the Organizer of the Company is:

Phil D. Mitchell
Post Office Box 2688
Decatur, Alabama 35602-2688

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the 5th day of February, 2015.



Phil D. Mitchell

This Instrument Prepared by:


Phil D. Mitchell
Harris, Caddell & Shanks, P.C.
Attorneys at Law
Post Office Box 2688
Decatur, Alabama 35602-2688
(256) 340-8037
Fax (256) 340-8039
pmitchell@harriscaddell.com

STATE OF ALABAMA)
)
COUNTY OF MORGAN)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Phil D. Mitchell, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of February, 2014.

My Commission Expires: 10-04-15
2/14/2015



NOTARY PUBLIC

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John H. Merrill
Secretary of State

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

STATE OF ALABAMA

**I, John H. Merrill, 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:

High Cotton Candle Company, LLC

This name reservation is for the exclusive use of Phil Mitchell, PO Box 2688,
Decatur, AL 35602 for a period of one year beginning February 04, 2015 and
expiring February 04, 2016



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Shelby Cnty Judge of Probate, AL
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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 04, 2015

Date

J. H. Merrill

John H. Merrill

Secretary of State