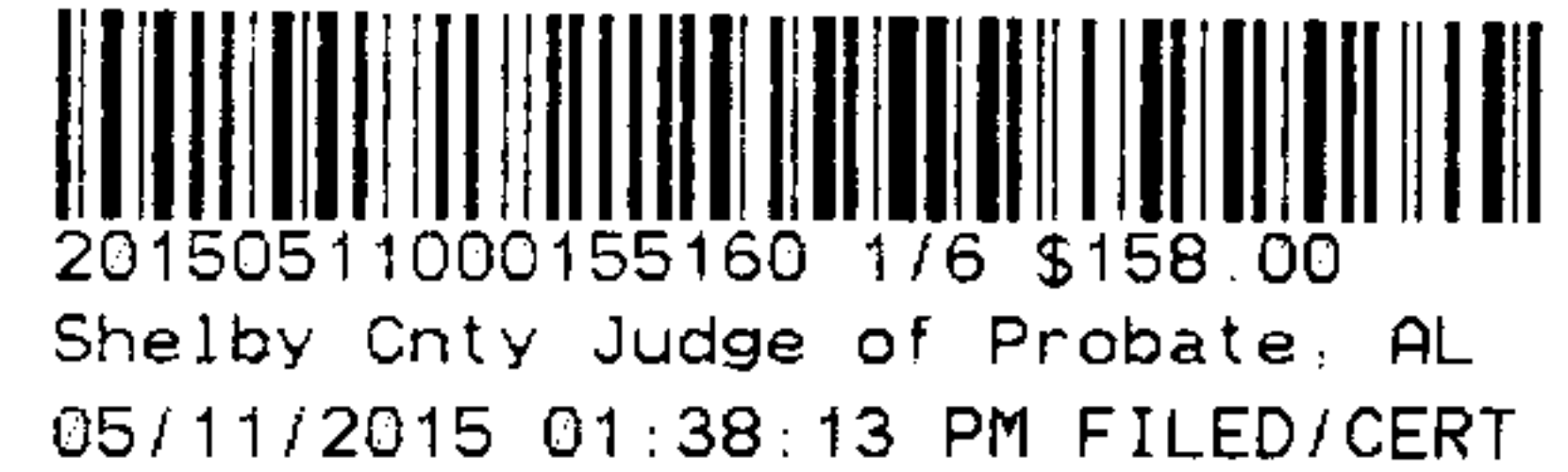


**ARTICLES OF ORGANIZATION
OF**

**KATHERINE BEA FARM, L.L.C.
A LIMITED LIABILITY COMPANY**



STATE OF ALABAMA)
)
COUNTY OF SHELBY)

We, the undersigned, who intend to form and create a Limited Liability Company, as defined in Ala. Code §10-12-2, as amended, do hereby state and certify the following, viz:

1. ***Name of Limited Liability Company.*** The name of the Limited Liability Company is: **KATHERINE BEA FARM, L.L.C.**

2. ***Location of Company Office.*** The location of the initial registered office of the Company is **4269 Plantersville Road, Alpine, Alabama 35014.** The initial registered agent is: **Ronald E. Johnson.**

3. ***Purpose of Company.*** The purpose for which the Company is formed is to engage in any lawful acts or activities for which limited liability companies may be formed under Chapter 12, Ala. Code 1975, as amended, in particular, §10-12-4; and, in addition thereto, the following viz:
 - (a) To design, invest, manufacture, install, remove, repair, inspect, report upon, buy, sell, handle, and deal in machinery, plants, apparatus, appliances, accessories, equipment, supplies, and means and materials, of all kinds, for the generation, production, transmission, transformation, accumulation, storage, distribution, supplying, application, and utilization to produce, raise and sell agricultural products and livestock. To solicit, bid for, enter into, and perform contracts for agriculture, farming, raising and selling stock, cattle, chickens and horses.
 - (b) To own, buy, sell, mortgage, lease, rent or otherwise acquire all types of real and personal property, including without limitation, store fixtures, automobiles,



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trucks, transportation equipment, and generally to deal in real and personal property.

(c) To borrow money from persons, firms or corporations, and to execute debentures, notes, mortgages, deeds of trust, and any and all other kinds of instruments to secure any kind of such loans upon any and all of the corporation's real property, personal property, or mixed property, including the right to borrow money under any existing or hereafter enacted federal laws.

(d) To acquire and dispose of letters patent, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade marks, trade names, relating to usefulness in connection to the Company.

4. ***Initial Members.*** The names and mailing addresses of the initial members of the Limited Liability Company are as follows:

**James McKee
4269 Plantersville Road
Alpine, Alabama 35014**

**Ronald E. Johnson
4269 Plantersville Road
Alpine, Alabama 35014**

5. ***New Members.*** A new member may be admitted into the Company only if the other Members unanimously approve of such admission by written consent.

6. ***Continuation of the Company.*** After an event of dissociation terminates the continued membership of a Member in the Company the remaining Members of the Company have the right to continue the business if, viz:

A. There are at least two remaining Members or at least one remaining Member and a new Member is admitted; and

B. The legal existence and business of the Company is continued by the written consent of all the remaining Members within ninety (90) days after the occurrence of the event of dissociation.

7. ***Duration of the Company.*** The duration of the Company shall be for 25 years.

8. ***Management.***

A. ***Managing Member.*** The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Managing Member. There shall be one Managing Member. The Managing Member must be a Member of the Company. The initial Managing Member shall be: **Ronald Ezzard Johnson.**

B. ***Initial Compensation of Managing Member.*** The Managing Member will receive a salary of \$10.00 on an annual basis. The Company reserves the right, by amendment and unanimous agreement among the Members, to alter that compensation and/or award a bonus and/or other compensation to the Managing Member; and, for purposes of this subparagraph, the Managing Member if also a Member, should not be considered a voting Member or be entitled to vote with regard to the alteration of the compensation of the Managing Member.

C. ***Term of Office as Managing Member.*** No Managing Member shall have any contractual right to such position. The Managing Member shall serve until the earliest of:

- (1) the dissociation of such Managing Member;
- (2) the resignation of such Managing Member; or
- (3) in accordance with subparagraph D hereinbelow.

D. ***Authority of Members to Bind the Company.*** The Members hereby agree that only the Managing Member and authorized agents of the Company shall have the authority to bind the Company, unless otherwise agreed by all Members. The Managing



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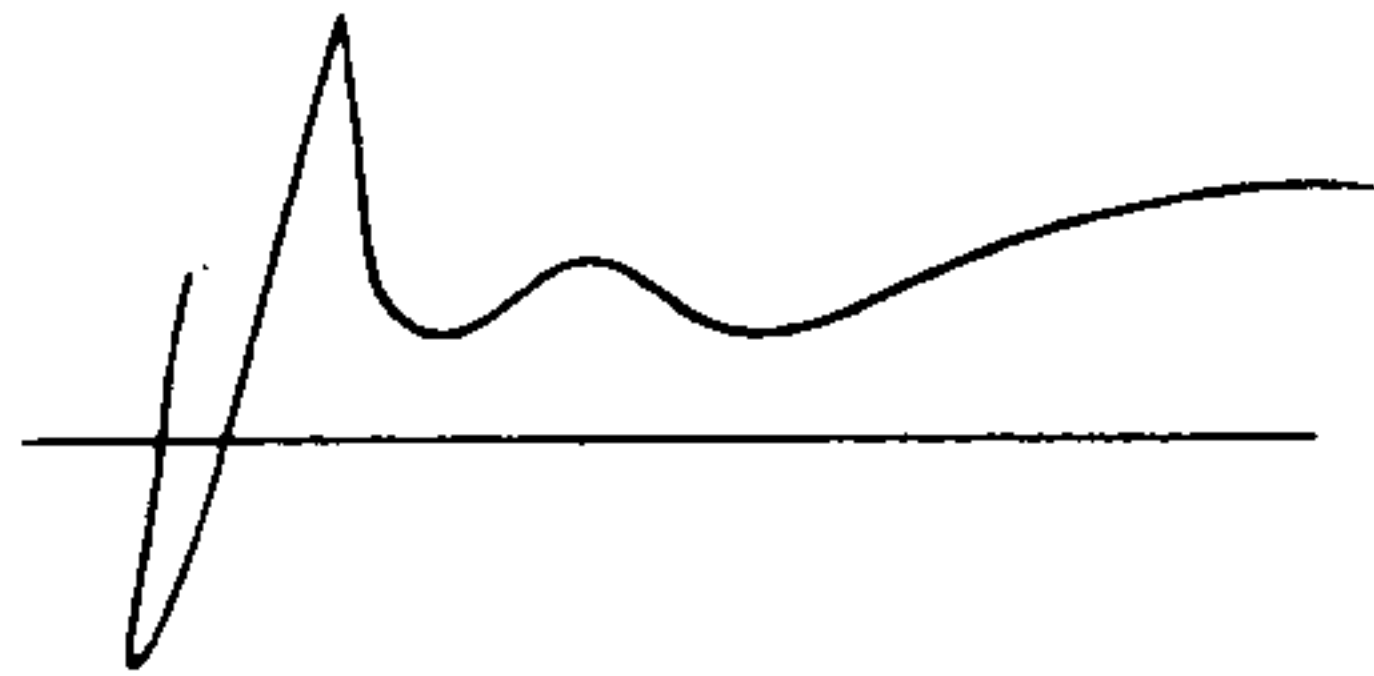
Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

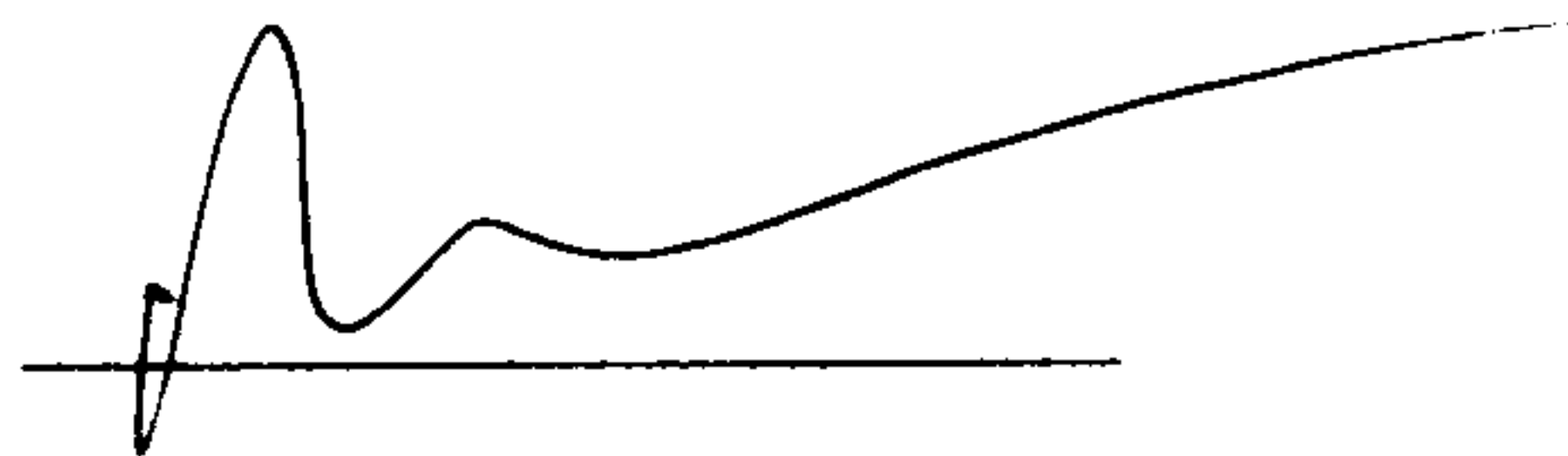
- (1) the institution, prosecution and defense of any proceeding in the Company's name;
- (2) the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, property, wherever located;
- (3) the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of property;
- (4) the entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its property or income; and
- (5) the conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State.

E. ***Removal of Managing Member.*** The Managing Member may be removed by the unanimous vote of all Members of the Company (and for purposes of this subparagraph D, the Managing Member, if also a Member, shall not be considered a voting Member or be entitled to vote with regard to the removal of the Managing Member).

SUBSCRIBED this 29 day of April, 2015.

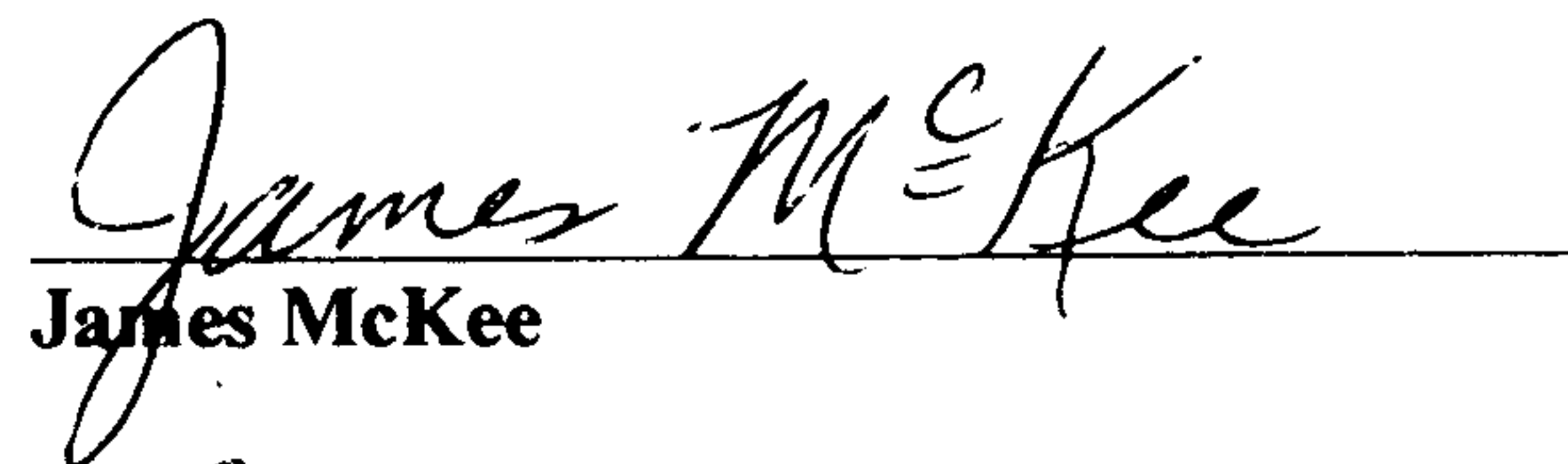
WITNESS:

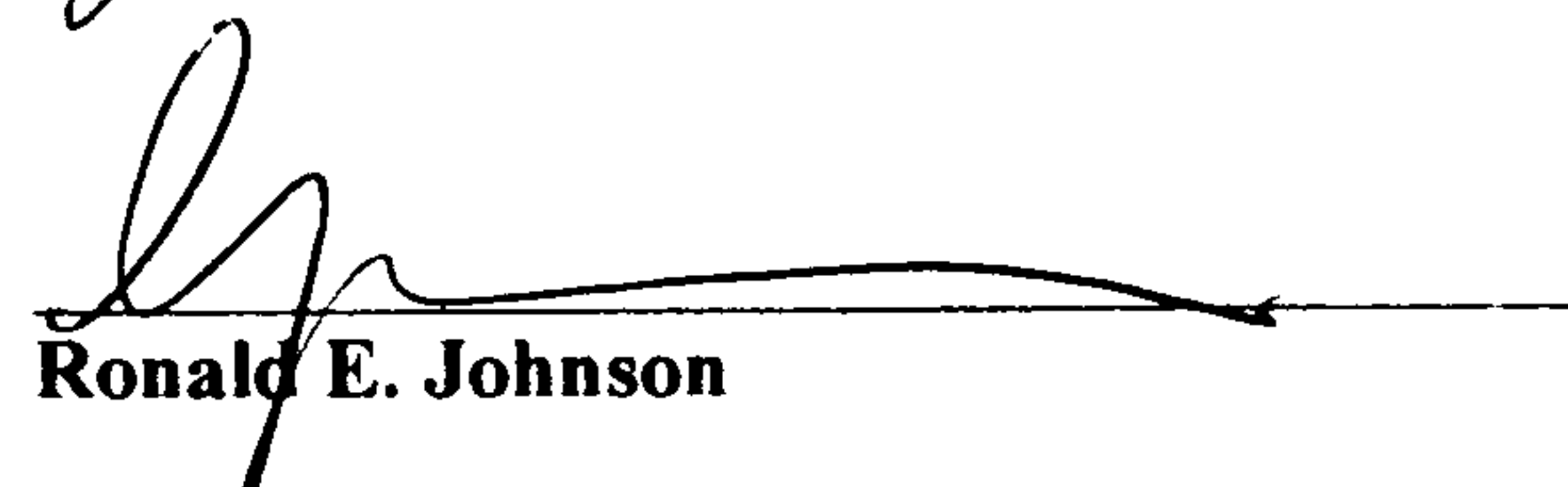






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James McKee


Ronald E. Johnson

John H. Merrill
Secretary of State

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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:

Katherine Bea Farm, LLC

This name reservation is for the exclusive use of mike, po box 660955,
birmingham, AL 35266-0955 for a period of one year beginning April 07, 2015
and expiring April 07, 2016



RES686286

**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.**

April 07, 2015

Date

J. H. Merrill

John H. Merrill

Secretary of State