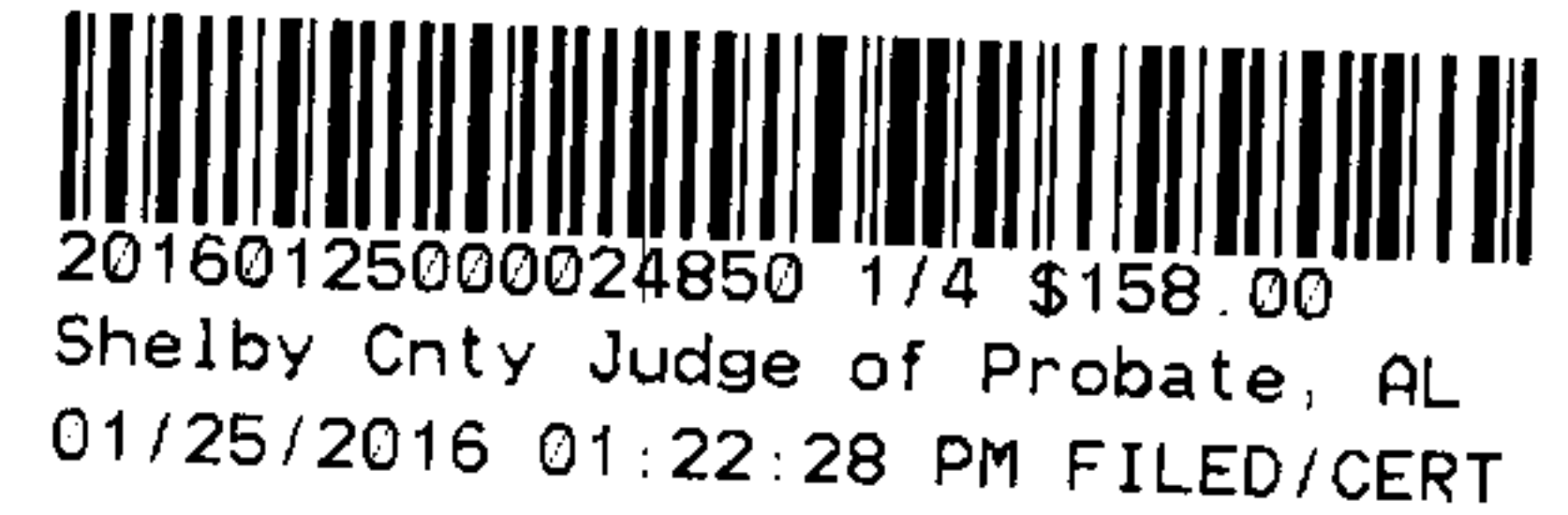


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

**CERTIFICATE OF FORMATION
OF
Memory Leak Creek, LLC**



Pursuant to 10A-5-1.01 et seq. of the Code of Alabama, the Alabama Limited Liability Company Law, Memory Leak Creek, LLC hereby adopts the following Certificate of Formation:

1. The name of the limited liability company is Memory Leak Creek, LLC, hereinafter referred to in this Certificate of Formation as the "Company."

2. The Company is a limited liability company and shall have perpetual existence.

3. The purpose for which the Company is organized is the transaction of any and all lawful business for which an Alabama limited liability company may be organized, including, without limitation, the following:

(a) To engage in the purchase, leasing, sale, development and management of real estate;

(b) To accomplish any lawful business whatsoever or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its property;

(c) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the laws of any jurisdiction in which the Company may conduct its business; and

(d) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

4. The location and mailing address of the initial registered office of the Company is 5120 Cyrus Circle, Birmingham, Alabama, 35242. The name of its initial registered agent at that address is John Burdett.

5. The names and mailing addresses of the initial members of the Company are:

Eric Housh
180 Treasure Island Circle
Cropwell, AL 35054

Jeffrey Gale
4900 Coshatt Drive
Birmingham, AL 35244

James Taylor
3104 Lake Highland Lane
Birmingham, AL 35242

Kenneth Hoffman, III
1541 Glenwood Road
Hoover, AL 35244

John Burdett
2584 Inverness Point Drive
Birmingham, AL 35242

6. The name and mailing address of the organizer of the Company is Brice M. Johnston and The Landmark Center, 2100 First Avenue North, Suite 600, Birmingham, Alabama 35203.

7. The members of the Company, acting by unanimous written consent thereof, shall have the right to admit additional members (including substitute members) to the Company; provided, however, that if there shall be 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 shall be automatically admitted as a substitute member of the Company without any further action on the part of such remaining member. The terms and conditions of the admission of additional members (including substitute members) to the Company shall be as set forth in the Operating Agreement of the Company.

8. Management of the Company shall be vested in one or more managers. The powers and duties of these managers shall be defined further in the Operating Agreement of the Company. The names and mailing addresses of the initial managers of the Company are:

John Burdett
2584 Inverness Point Drive
Birmingham, AL 35242

Jeffrey Gale
4900 Coshatt Drive
Birmingham, AL 35244

9. (a) No members or managers shall 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 behalf of the Company.

(b) Each member and manager shall be fully protected in relying upon the records of the Company and upon such information, opinions, reports, or 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 behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the members might properly be paid.

(c) To the extent that, at law or in equity, a member or manager has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any member, such member or manager acting under this Certificate of Formation or the Operating Agreement of the Company shall not be liable to the Company or to any member thereof for the member's or manager's reliance on the provisions of this Certificate of Formation or the Operating Agreement of the Company. The provisions of this Article 9, to the extent that they restrict the duties and liabilities of a member or manager otherwise existing at law or in equity, shall replace such other duties and liabilities of such member or manager.

10. (a) To the fullest extent permitted by applicable law, each member and manager shall 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 behalf of the Company.

(b) 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 shall, 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 shall be determined that the member or manager is not entitled to be indemnified as authorized in this Article 10.

(c) The Company may purchase and maintain insurance, to the extent and in such amounts as the manager shall, in his, her or its sole discretion, deem reasonable, on behalf of the members and manager and such other persons or entities as the managers shall 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 activities of the Company 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 10.

11. Any amendment to this Certificate of Formation shall be approved by a vote of all the members of the Company entitled to vote thereon.

IN WITNESS WHEREOF, the undersigned, as the organizer of the Company named herein, executes this Certificate of Formation on this the 25th day of January, 2016.



Brice M. Johnston, Organizer

This instrument prepared by:
Brice M. Johnston
Johnston Law Firm, P.C.
The Landmark Center
2100 First Avenue North
Suite 600
Birmingham, Alabama 35203



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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:

Memory Leak Creek, LLC

This name reservation is for the exclusive use of brice johnston, 2100 First Avenue
North Ste 600, birmingham, AL 35203 for a period of one year beginning January
22, 2016 and expiring January 22, 2017

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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.**

January 22, 2016

Date

J. H. Merrill

John H. Merrill

Secretary of State