

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)  
CERTIFICATE OF FORMATION

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00** for standard filing (based on date of receipt and volume) **or \$200.00 for expedited service** (processed within approximately 3 business days after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Once the Secretary of State's Office has indexed the filing the information will appear at [www.sos.alabama.gov](http://www.sos.alabama.gov) under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.



20160219000052050 1/8 \$158.00  
Shelby Cnty Judge of Probate, AL  
02/19/2016 10:50:01 AM FILED/CERT

(For County Probate Office Use Only)

**The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):  
C. G. Williams, LLC
2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].**

This form was prepared by: (type name and full address)

The Herring Law Firm, LLC  
Wesley Wayne Herring II  
P.O. Box 660115  
Birmingham, AL 35266

(For SOS Office Use Only)

**DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION**

3. The name of the Registered Agent located at the Registered Office (only one agent):

Christopher Grant Williams

Street (**No PO Boxes**) address of Registered Office (must be located in Alabama):

912 Belgrave Court Birmingham, AL 35242

Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check **only** if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify        /        /        as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be       :       ☐ AM ☐ PM (cannot be noon or midnight – 12:00)

☒ Attached are any other matters the members determine to include herein ( if this item is checked there must be attachments with the filing).

02 / 17 / 2016  
Date (MM/DD/YYYY)

Christopher Grant Williams  
Signature as required by 10A-5A-2.04

Christopher Grant Williams  
Typed Name of Above Signature

Organizer  
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).



**ARTICLES OF ORGANIZATION  
FOR  
C. G. WILLIAMS, LLC**

The undersigned natural person of age nineteen years or more, acting as organizer of a limited liability company under the Limited Liability Company Act of the State of Alabama, hereby adopts the following for the limited liability company:

**ARTICLE 1  
Name**

- 1.1 The name of the Limited Liability Company is: C. G. Williams, LLC.

**ARTICLE 2  
Purpose**

- 1.2 The purpose of the Company is to conduct or promote any lawful businesses or purposes that a limited liability company is legally allowed to conduct or promote, within this state or any other jurisdiction.

**ARTICLE 3  
Duration**

- 3.1 The duration of the Limited Liability Company shall be perpetual.

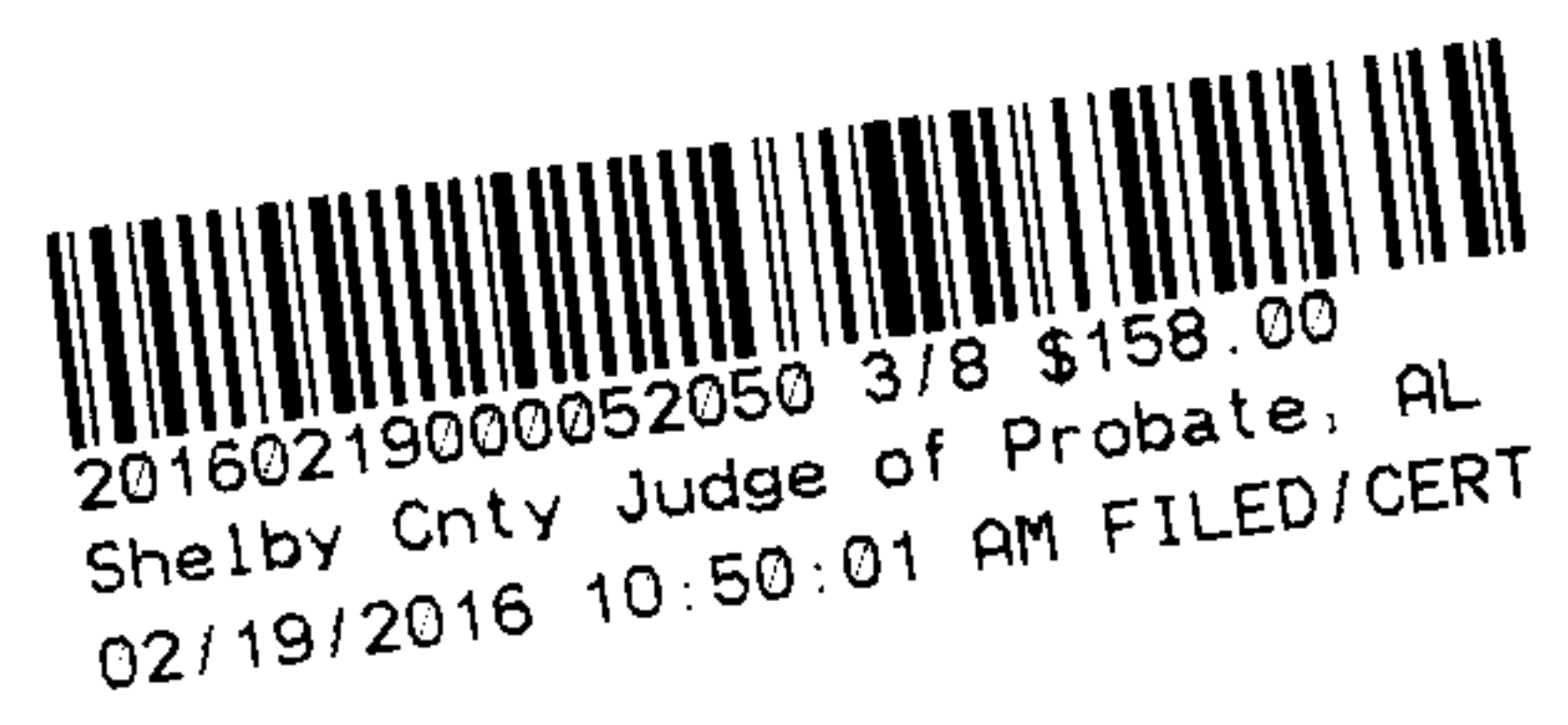
**ARTICLE 4  
Principal and Mailing Address**

- 4.1 The complete street address of the initial designated principal office is:

912 Belgrave Court  
Birmingham, AL 35242

The complete mailing address is:

912 Belgrave Court  
Birmingham, AL 35242



**ARTICLE 5**  
**Registered Agent**

5.1 The name of the initial registered agent is:

Christopher Grant Williams

The street address of the registered agent is:

912 Belgrave Court  
Birmingham, AL 35242

**ARTICLE 6**  
**Additional Members**

6.1 Additional Members. The first new Member, or new Members if several are to be added simultaneously, may be admitted only upon the approval of the Initial Member. Following the addition of a Member or Members, further new Members may be admitted only upon the consent of a majority of the existing Members and upon compliance with the provisions of the Operating Agreement.

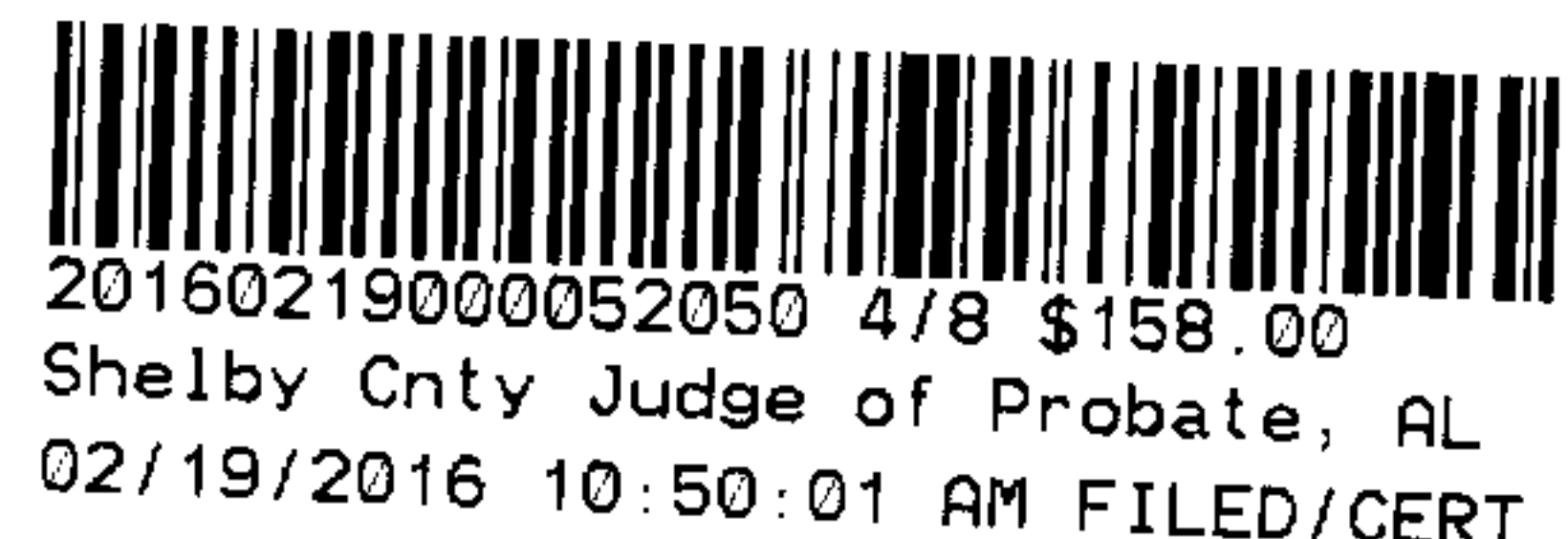
**ARTICLE 7**  
**Liability**

7.1 Limited Liability. Except as set forth in this Agreement or as required by applicable law, no Member shall be personally liable for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member of the Company.

**ARTICLE 8**  
**Dissolution and winding up**

8.1 Termination of LLC. The LLC will be dissolved and its affairs must be wound up only upon such a decision by the Initial Member (Christopher Grant Williams).

8.2 Dissolution. The Company shall be Dissolved, its affairs wound up and its assets disposed of on the first to occur of the following (collectively, "Dissolution Events"):

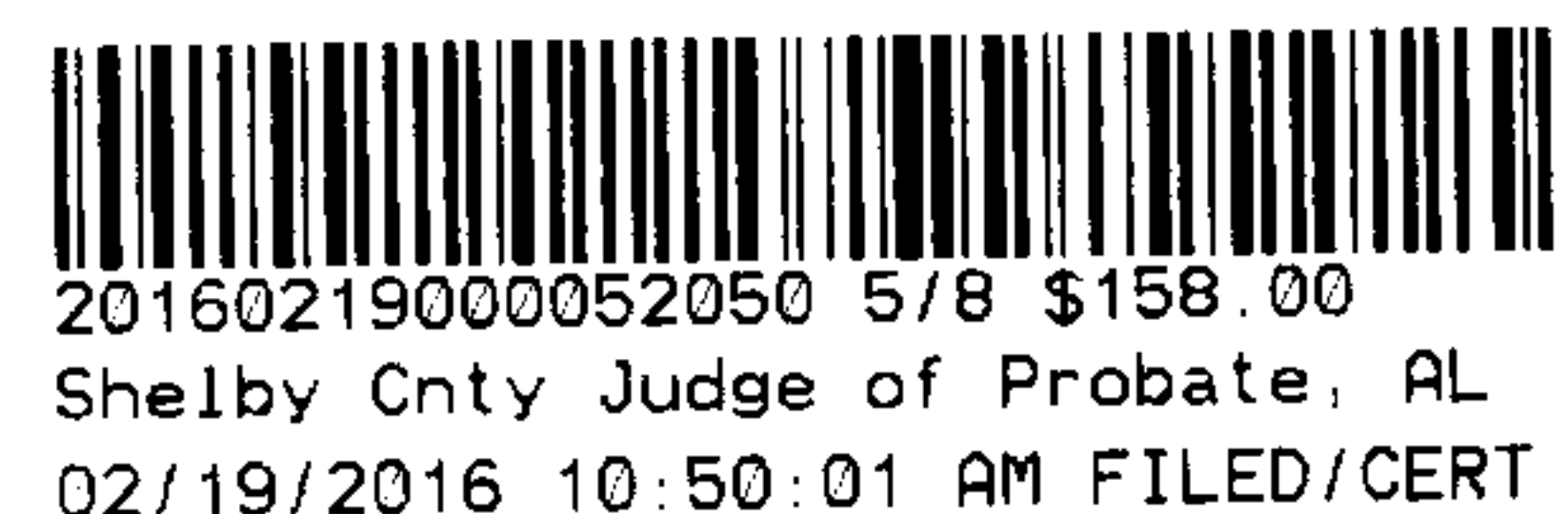




- (a) Upon the affirmative vote or written consent of the Member and a Super-Majority-In-Interest (which such vote shall require the affirmative vote of Members holding at least seventy-five percent (75%) of the then outstanding Percentage Interests) of the Member or Members to dissolve, wind up, and liquidate the Company;
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Member or Members; or
- (c) Upon the entry of a decree of judicial dissolution pursuant to Alabama State law; or
- (d) The termination of the legal existence of the last remaining Member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining Member of the Company in the Company unless the Company is continued in a manner permitted by this Agreement.
- (e) Death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of any Member
- (f) Any other event causing a dissolution of a Limited Liability Company under the laws of the State of Alabama.

8.3 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 8.2, in the event of an occurrence described in ARTICLE 8.2(e), The Member hereby agrees that, to the fullest extent permitted by law, the Company shall not Dissolve upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of any Member as long as there is at least one remaining Member. If there is at least one remaining Member or Members, said Member or Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Member or Members within thirty (30) days after the occurrence of an event described in ARTICLE 8.2(e). If not so exercised, the right of the Member or Members to continue the business of the Company shall expire.

8.4 **Winding Up** Unless the business is continued under the provisions as laid out in Article 8.3 within thirty (30) days after the occurrence of the events laid out in Article 8.2(e) then the business will begin winding up. Upon the occurrence of any event specified in Article 8.1 or 8.2(a),(b),(c),(d),(e) and (f), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.



8.5 Final Distributions. Upon the winding up of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

8.6 Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alabama shall have been canceled in the manner required by Alabama law.

8.7 Notice to Alabama Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alabama and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

## **ARTICLE 9 Management**

9.1 The C. G. Williams, LLC is Member-Managed.

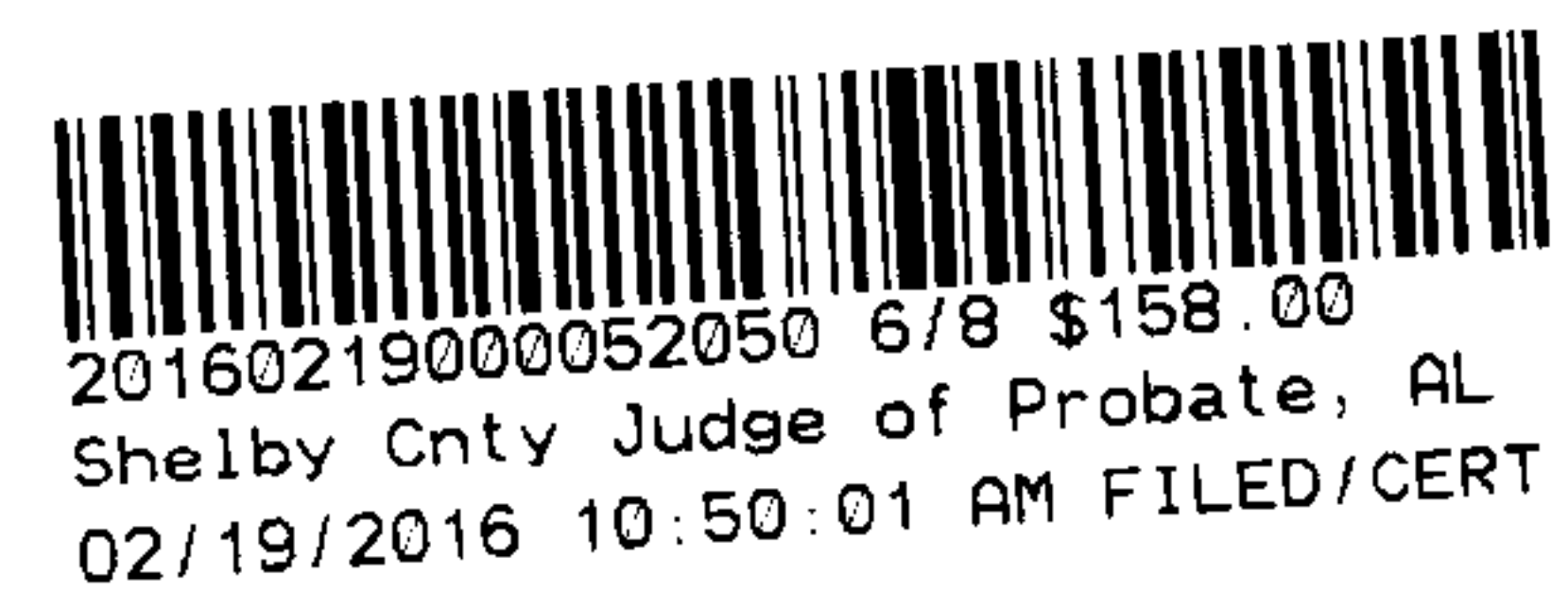
## **ARTICLE 10 Members**

10.1 The Initial member of the Limited Liability Company and his address shall be:

Christopher Grant Williams  
912 Belgrave Court  
Birmingham, AL 35242

## **ARTICLE 11 Tax Structure**

11.1 The C. G. Williams, LLC shall choose to be taxed as a sole proprietorship.





**ARTICLE 12**  
**Organizer**

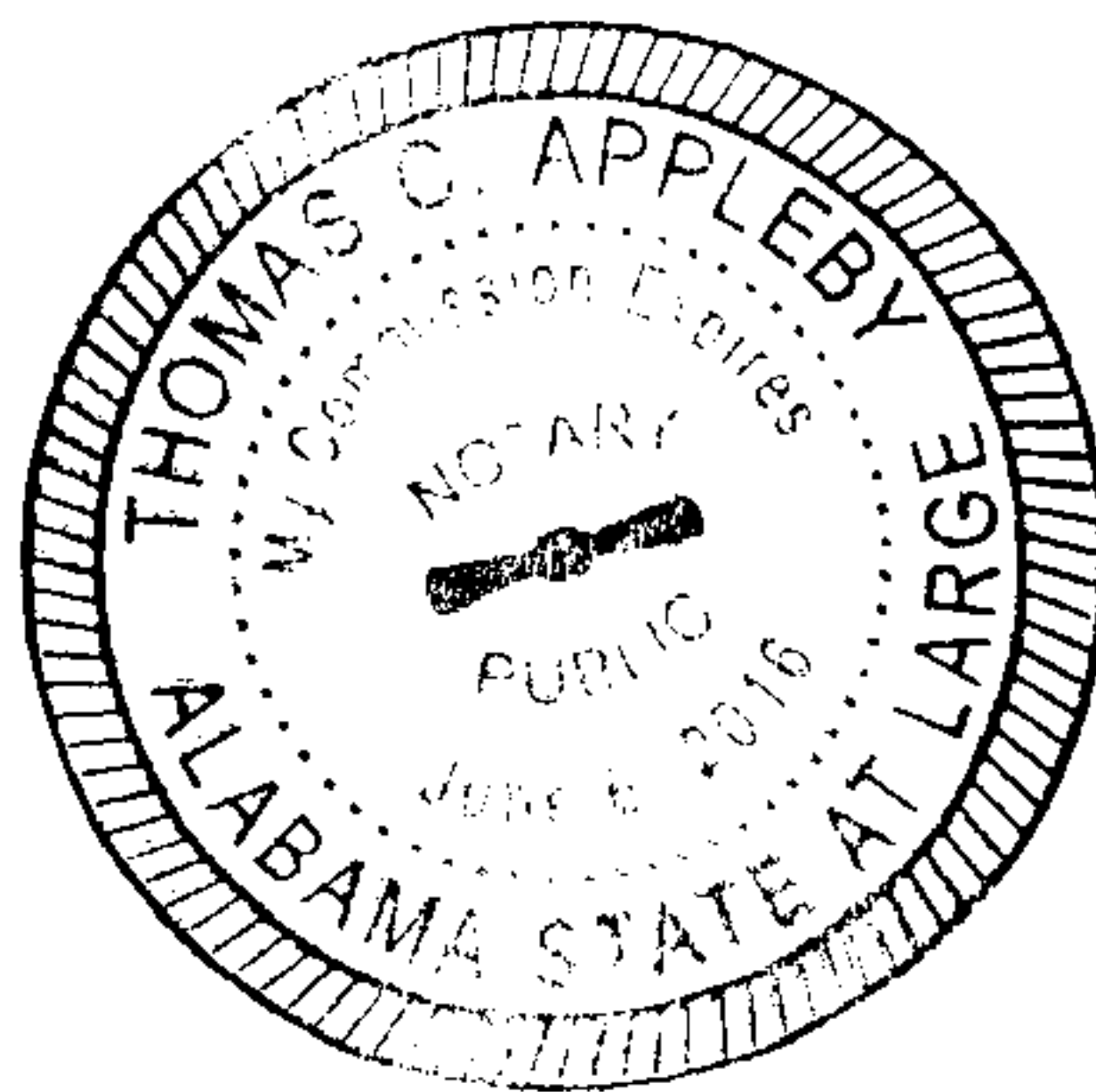
12.1 I, Christopher Grant Williams, execute these Articles of Organization dated this 17<sup>th</sup> day of February, 2016.

Christopher Grant Williams  
Christopher Grant Williams  
Owner

STATE OF ALABAMA     )  
  )  
COUNTY OF JEFFERSON )

Before me, the undersigned, a Notary Public, in and for said State of Alabama, personally appeared Christopher Grant Williams, who is known to me and executed the foregoing instrument voluntarily the day the same bears date.

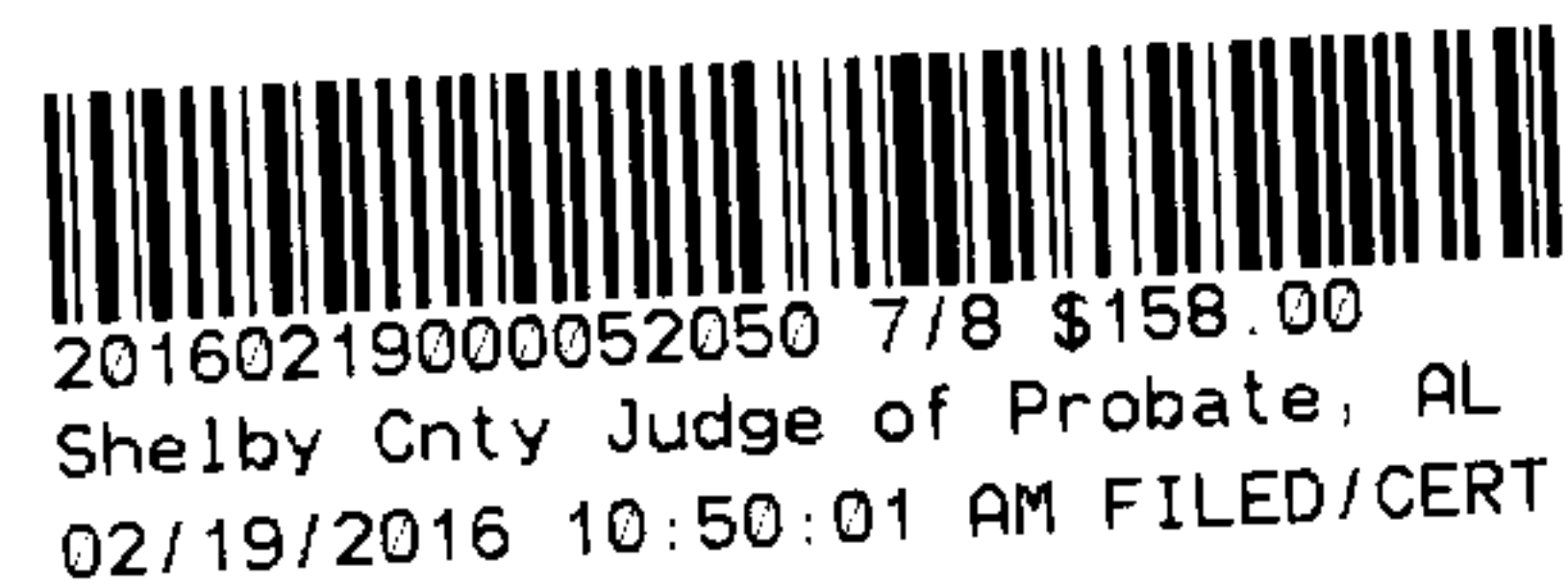
17<sup>th</sup> SWORN TO AND SUBSCRIBED TO before me and my official seal of office on this  
Day of FEBRUARY, 2016.



Thomas C. Appleby  
NOTARY PUBLIC  
My Commission Expires 06/06/2016

This Instrument Prepared By:

Wesley Wayne Herring II  
The Herring Law Firm, LLC  
P.O. Box 660115  
Birmingham, AL 35266



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:

**C. G. Williams, LLC**

This name reservation is for the exclusive use of Christopher Grant Williams, 912  
Belgrave Court, Birmingham, AL 35242 for a period of one year beginning  
February 12, 2016 and expiring February 12, 2017



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Shelby Cnty Judge of Probate, AL  
02/19/2016 10:50:01 AM FILED/CERT



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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 12, 2016

Date

John H. Merrill

Secretary of State