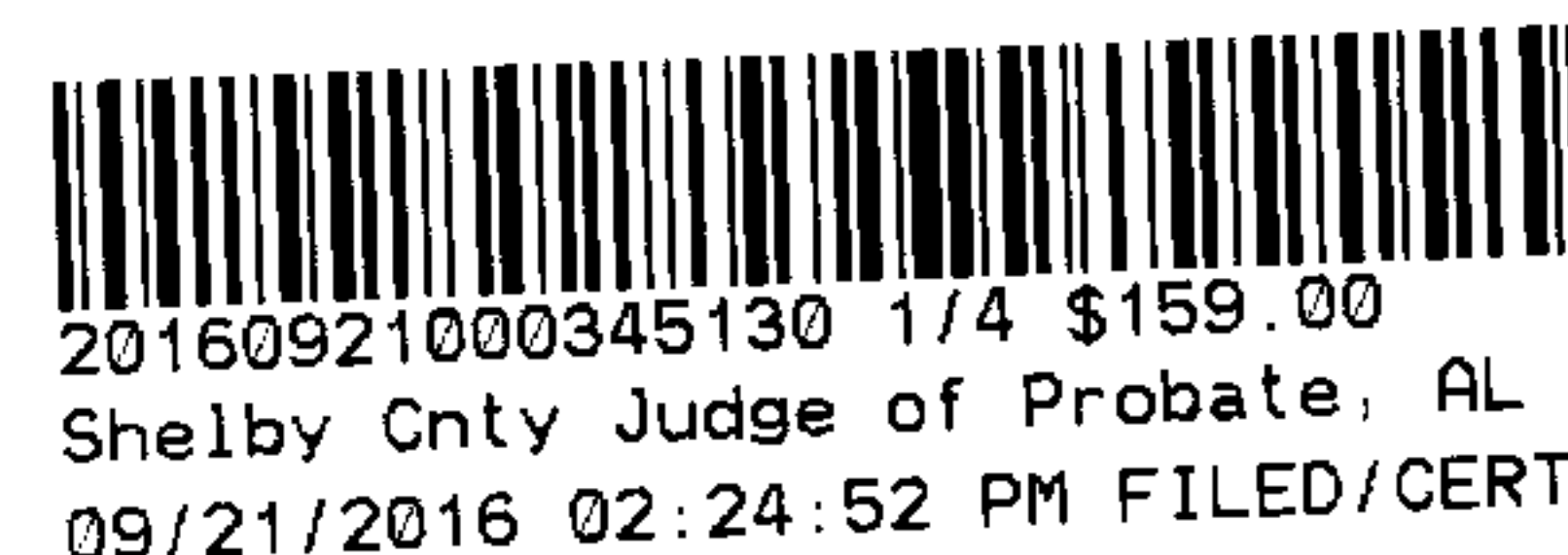


THIS DOCUMENT PREPARED BY AND
FOLLOWING RECORDING RETURN TO:
JAY F. PUMROY, ESQ.
WILSON, DILLON, PUMROY & JAMES, L.L.C.
POST OFFICE BOX 2333
1431 LEIGHTON AVENUE (36207)
ANNISTON, ALABAMA 36202
TELEPHONE (256) 236-4222

CERTIFICATE OF FORMATION
OF
SUNBELT SOD CO., LLC



The undersigned, for the purpose of forming a limited liability company pursuant to the provisions of the Alabama Limited Liability Company Law of 2014, Section 10A-5-1.01, *et seq.*, and, to the extent applicable, Section 10A-1-3.01, *et seq.*, of the Code of Alabama (1975, as amended) and any act amendatory thereof, supplementary thereto or substituted therefor (the "Act"), does hereby sign and adopt this Certificate of Formation and, upon the filing of this Certificate of Formation in the Probate Office of Shelby County, Alabama, the existence of a limited liability company under the name set forth in Article 1 hereof shall commence.

Article 1. Name of the Limited Liability Company being Formed. The name of the limited liability company shall be "Sunbelt Sod Co., LLC".

Article 2. Initial Registered Office and Registered Agent of Limited Liability Company.

- (i) The physical location of the initial registered office of the Company shall be 34616 Highway 25 South, Harpersville, Alabama 35078. The mailing address of the registered office shall be Post Office Box 692, Harpersville, Alabama 35078.
- (ii) The initial registered agent of the Company shall be Sam H. Hamner.

Article 3. Member(s). The Company shall initially, on formation, have one Member.

Article 4. Purposes for Formation of the Limited Liability Company. The Company may engage in any lawful business, act or activity for which a limited liability company may be formed in Alabama under the Act.

Article 5. Period of Duration of the Limited Liability Company. The existence of the Company shall commence on the date of the filing of this Certificate of Formation in the Probate Office of Shelby County, Alabama, and its duration shall be perpetual; provided, however, that the Company shall be dissolved and its affairs shall be wound up upon the occurrence of any event of dissolution specified in: (i) the Act; (ii) this Certificate of Formation; or (iii) the Operating Agreement of the Company.

Article 6. Name and Mailing Address of Organizer of the Limited Liability Company. The name and mailing address of the Organizer of the Company is:

Jay F. Pumroy
Post Office Box 2333
Anniston, Alabama 36202

Article 7. Operating Agreement of the Limited Liability Company. The operation of the business and affairs of the Company and the relationship of its Members shall be subject to the terms and conditions of the Operating Agreement of the Company by and among the Company and its Member(s) in effect from time to time (the "Operating Agreement").

Article 8. Additional Members. The Member or Members of the Company, as the case may be, shall have the right to admit additional members to the Company upon the written consent of all of the Members of the Company.

Article 9. Circumstances Resulting in Dissolution of the Limited Liability Company. The circumstances, if any, under which the cessation of membership of one or more Members will result in dissolution of this Company include: (a) the unanimous written agreement to terminate by all of the Members; (b) an event of termination which terminates the Company as set forth in the Operating Agreement; or (c) termination as required by the Act. The remaining Member(s) of the Company may continue the business after an event of dissociation terminates the continued membership of a Member as set forth in the Operating Agreement.

Article 10. Management of the Limited Liability Company by Manager.

(a) Management of the Limited Liability Company. The Company shall be managed by one or more Managers. A Manager need not be a member of the Company or a natural person. Sam H. Hamner, who uses a mailing address of Post Office Box 692, Harpersville, Alabama 35078, shall serve as Manager of the Company until such time as a successor for him may be appointed pursuant to the Operating Agreement. The Manager shall not be required to devote his full time or attention to the business of the Company and he may engage in other activities in addition to those relating to the Company. Except as limited or restricted by the Act or the Operating Agreement, any Manager of the Company shall have the right, power and authority to manage and operate the business and affairs of the Company and to authorize any act or transaction on behalf of the Company.

(b) Administrative Certifications. The Manager shall be authorized to execute and deliver such certifications as he may determine to be necessary or appropriate concerning the status and identity of the Manager and Member(s) of the Company and the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Company or the Manager that are related in any way to the business and affairs of the Company including, without limitation, compliance with any provisions of this Agreement, the granting or refusal of

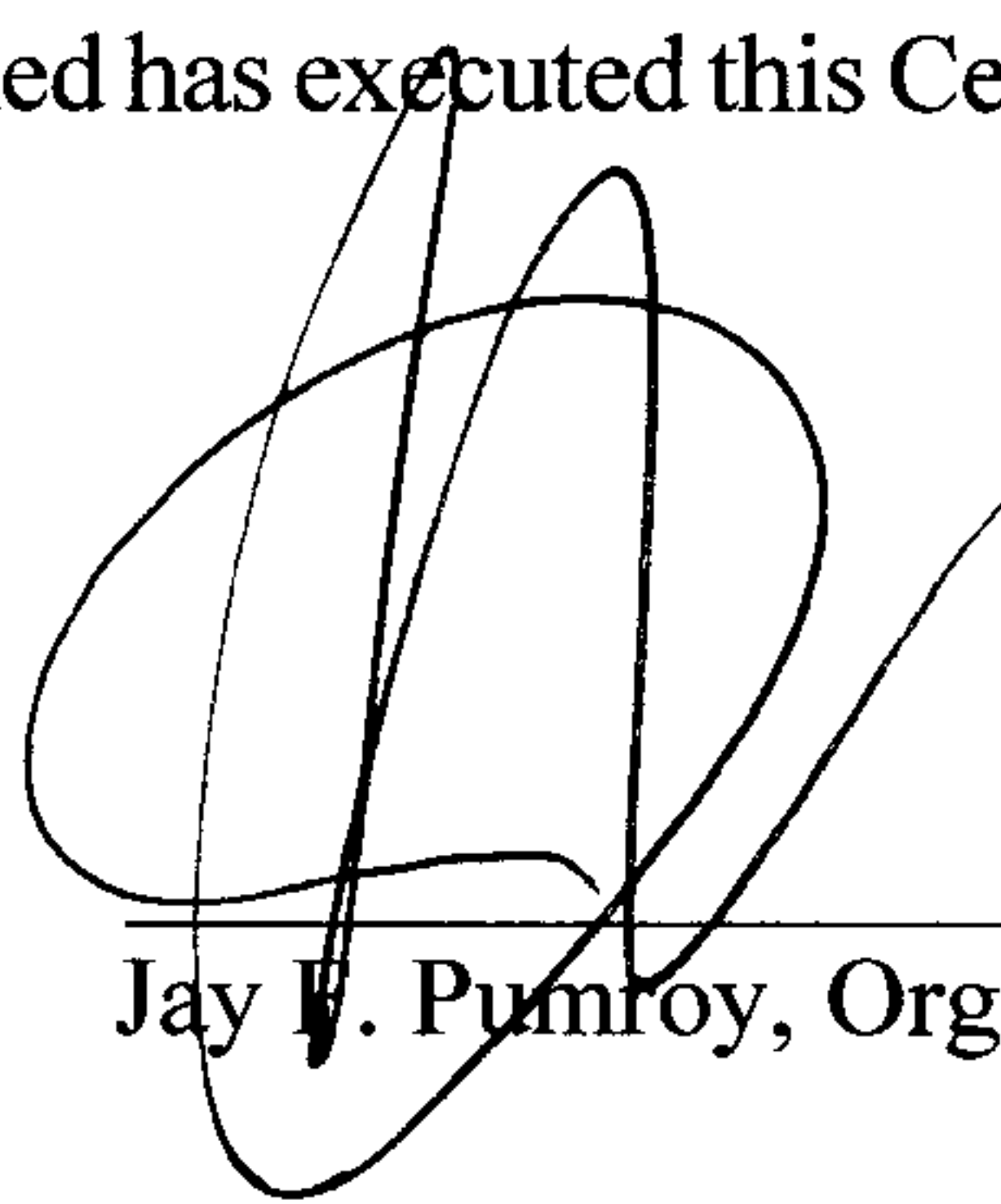
any approvals or consents required hereunder and the identity of the persons or entities who are authorized to execute and deliver any instrument or document on behalf of the Company. Any third party dealing with the Company may rely upon any such certificate executed by the Manager on behalf of the Company, without the necessity of further inquiry, unless such third party has actual knowledge that the same is inaccurate or incomplete in any material respect.

(c) Execution of Instruments. Any deed, note, security instrument, pledge, assignment, agreement or other instrument, whether or not for apparently carrying on in the usual way the business or affairs of the Company, shall be binding on the Company and may be relied upon by any person or entity which is supplied with such executed deed, note, security instrument, pledge, assignment, agreement or other instrument, if the same is executed on behalf of the Company by the Manager.

Article 11. Indemnification of Manager and Members of the Limited Liability Company. No Manager or Member of the Company can be held liable under a judgment, decree or order of any court, or in any other manner, for a debt, obligation or liability of the Company, or for the acts or omissions of any other Manager or Member or by any agent or employee of the Company. The Company may indemnify its Manager(s) and Member(s), agents and employees to the maximum extent permitted by law.

Article 12. Amendment. The Company reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Formation in the manner now or hereafter provided by law, and all rights conferred herein upon holders of membership interests are granted subject to this reservation; provided, however, that no such amendment, alteration, change or repeal shall be effective without approval of the members pursuant to the provisions of the Operating Agreement in effect on the date of any such amendment.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on the 20th day of September, 2016.



Jay F. Pumroy, Organizer



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Shelby Cnty Judge of Probate, AL
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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:

Sunbelt Sod Co., LLC

This name reservation is for the exclusive use of Wilson, Dillon, Pumroy & James,
L.L.C., Post Office Box 2333, Anniston, AL 36202-2333 for a period of one year
beginning September 19, 2016 and expiring September 19, 2017



RES735899

**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.**

September 19, 2016

Date

A handwritten signature in cursive script that reads "J. H. Merrill".

John H. Merrill

Secretary of State

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Shelby Cnty Judge of Probate, AL
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