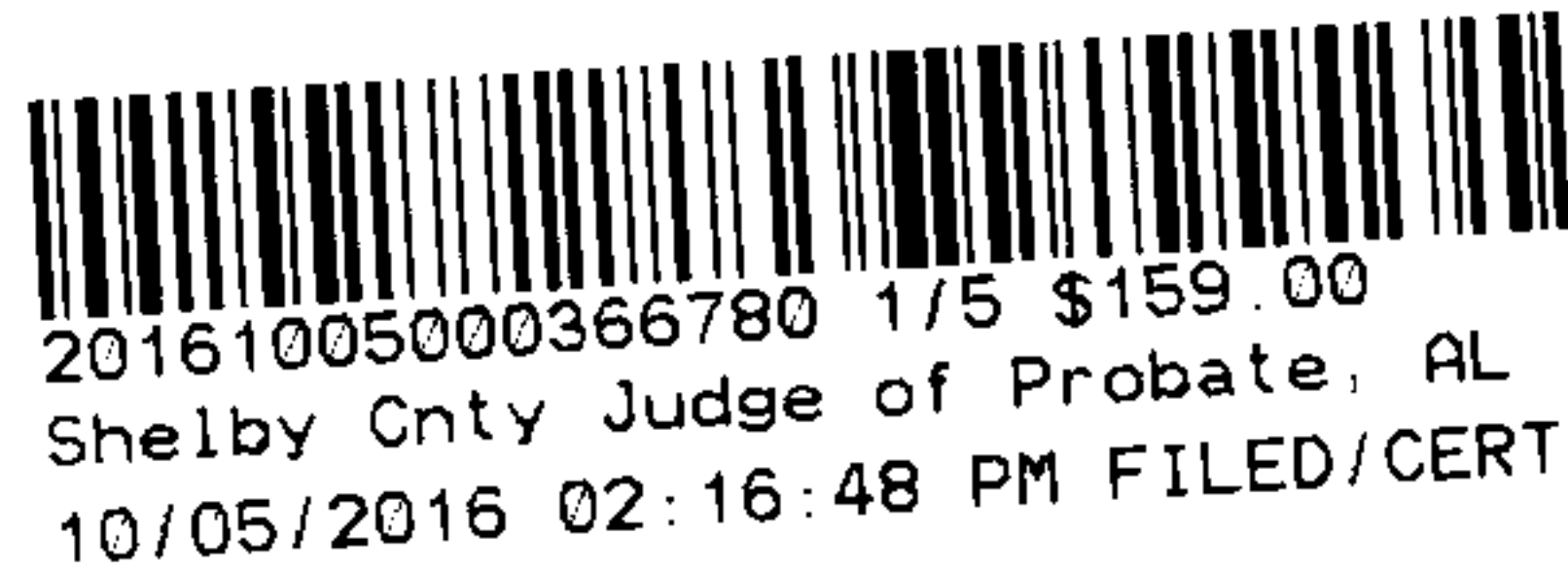




This instrument prepared by:
Robert C. Barnett
100, Age Herald Building
2107 5th Avenue North
Birmingham, Alabama 35203

**CERTIFICATE OF ORGANIZATION
OF
SOUTHWIND MANAGEMENT GROUP, LLC.**

TO THE HONORABLE JUDGE OF PROBATE
OF SHELBY COUNTY, ALABAMA:

I, the undersigned, for the purposes of forming a limited liability company under the provisions of the Alabama Limited Liability Company Act, do hereby certify as follows:

Section 1: Name. The name of the Limited Liability Company (the "LLC") is:

SOUTHWIND MANAGEMENT GROUP, LLC.

Section 2: Duration. The period of duration for the LLC shall commence on the date of filing of these Articles of Organization, and shall continue in perpetuity unless the LLC is dissolved upon the occurrence of any of the following events:

- (i) A unanimous vote of the members to dissolve the LLC;
- (ii) the happening of any event which makes it unlawful for the LLC business to be continued;

Section 3. Purposes. The purposes for which the LLC is formed are:

- (a) To engage in the management of various properties throughout the State of Alabama and the United States.

Section 4. Initial Registered Office and Agent. The location and mailing address of the initial registered office of the LLC, and the name of its initial registered agent at such address are as follows:

Robert C. Barnett
2105 Southwinds Circle
Hoover, AL 35244

Section 5. Names and Addresses of Initial Members. The names and mailing addresses of the initial member of the LLC is as follows:

Robert C. Barnett
2105 Southwinds Circle
Hoover, AL 35244

Section 6. Managers. The LLC is to be managed by a manager or managers (the Managers"). The number of Managers initially managing the LLC shall be one (1). The initial Manager shall be:

<u>Name</u>	<u>Address</u>
Robert C. Barnett	2105 Southwinds Circle Hoover, AL 35244

(b) Reliance by Third Parties. The Company shall be liable for any transaction with any third party who relies on the authority of a Manager if that Manager communicates to the third party that the actions taken by the Manager are taken on behalf of the Company. No third party dealing with the Company shall have any obligation to inquire into the power or authority of a Manager executing an instrument or taking any other action on behalf of the Company.

(c) Execution of Instruments. Contracts, documents and other instruments to be executed on behalf of the Company may be executed by a single Manager, even though approval of the contracts, document or other instrument required a greater interest for approval, unless the approval of the action by the Managers directed that more than one Manager, or that a different Manager, execute the instrument.

(b) Powers of Management. The Powers of Management include all powers to take any action or no action in managing the Company's business and affairs as may be necessary or appropriate to achieve the Company's purposes, including the powers:

(i) To purchase or otherwise acquire, construct, deal in, sell, lease or otherwise dispose of full or fractional interests in real property, depreciable property or personal property of any kind, including buildings, machinery, equipment or otherwise; to sell, assign, transfer, convey, lease, loan, exchange or otherwise dispose of all or any part of the Company Assets, either in the ordinary course or outside the ordinary course of the Company's business;

(ii) To invest or otherwise participate in other limited liability companies, partnerships, corporations or other entities;

(iii) To provide or contract for services of any kind; to make, enter into, deliver and perform contracts, agreements and other undertakings; to contract for

the services of accountants, lawyers, investment managers, appraisers, contractors, or other service providers and to delegate powers to any such person, whether ministerial or discretionary; to retain or employ employees; to appoint any individual as an officer of the Company; and to delegate to any such officers or employees any of the Powers of Management;

(iv) To lend money with or without security to any person, including any Member or any Member's Affiliate, on any terms determined to be appropriate;

(v) Without limitation as to amount or terms, to borrow and raise moneys, to issue, accept, endorse and execute promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of any such indebtedness and any interest in any such indebtedness by mortgage, pledge, transfer or assignment in trust of all or any part of the Company Assets, whether owned at the time of any such transactions or acquired thereafter, and to sell, pledge or otherwise dispose of any such obligations of the Company;

(vi) To guarantee any financial transaction of any kind with or without charging a fee therefor;

(vii) To establish trusts for the benefit of the Company that are revocable by the Managers, and to assign and convey all or any part of the Company Assets into such trusts on any terms deemed appropriate by the Managers;

(viii) To have and maintain one or more offices and to rent or acquire office space, engage personnel, purchase equipment and supplies and do anything else that may be appropriate in connection with the maintenance of offices;

(ix) To buy or hold insurance of any kind;

(x) To pay any expenses related to any of the Company's businesses or affairs;

(xi) To compromise claims against the Company;

(xii) To establish reasonable reserves of cash, subject to any duties that may be imposed by the LLC's Limited Liability Company Agreement, for working capital and other cash requirements, including current and reasonably projected expenses, current and reasonably projected investment opportunities, and reasonably anticipated contingencies;


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(xiii) To establish bank accounts and other similar accounts for the Company; to make or delegate the authority to make withdrawals from such accounts by check or electronic transfer in the name of the Company; and

(xiv) To acquire real and personal property, arrange financing, enter contracts and complete any other arrangements on behalf of the Company, either in the name of the Company, in the name of any Manager having the authority to exercise the Powers of Management or in the name of a nominee, without having to disclose the existence of the Company.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name to this Certificate of Organization on this the 5 day of OCTOBER, 2016


Robert C. Barnett, Organizer



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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:

Southwind Management Group, LLC

This name reservation is for the exclusive use of Robert Barnett, 2105 Southwind
Circle, Hoover, AL 35244 for a period of one year beginning August 24, 2016 and
expiring August 24, 2017


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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.**

August 24, 2016

Date

A handwritten signature in cursive script, reading 'J. H. Merrill'.

John H. Merrill

Secretary of State