

**Articles of Organization  
For  
BTRAINED, LLC**

PURSUANT TO THE PROVISIONS OF THE ALABAMA LIMITED  
LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE  
FOLLOWING ARTICLES OF ORGANIZATION.

**ARTICLE I  
NAME**

The name of the Limited Liability Company shall be BTRAINED, LLC

**ARTICLE II  
PURPOSES**

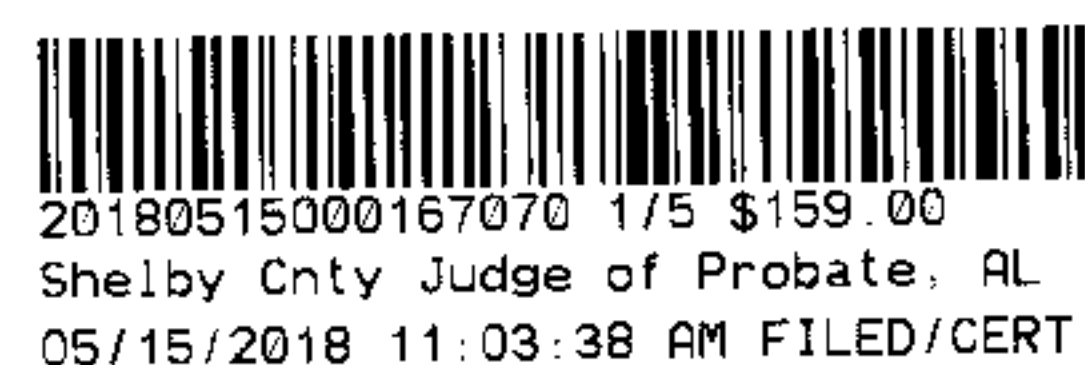
The Limited Liability Company has been organized for the purpose of engaging  
in any lawful business that may be engaged in by a limited liability company under the  
act and to provide educational and technical training.

**ARTICLE III  
INITIAL REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the limited liability company is  
Paul Brian Byrom, 760 Norris Lane, Alabaster, Alabama, 35007 and the name of the  
initial registered agent at such address is Paul Brian Byrom. Either the registered office  
or the registered agent may be changed in the manner provided by law.

**ARTICLE IV  
MANAGEMENT**

The business and affairs of the Company shall be managed by the members. Each  
member shall participate equally in the management and affairs of the Company. No  
member shall be entitled to receive a salary or other compensation from the company in  
connection with the management of the Company. All deeds, mortgages, security  
agreements, leases, options, sale contracts, and other contracts and documents which are  
to be executed by the Company shall be sufficient if signed on behalf of the Company  
shall be fully protected in relying upon the execution of any Company document by any  
one of the members and the signature of such member thereon shall be conclusive



evidence of the authority of such member to sign on behalf of the Company with respect to any third party relying thereon.

## **ARTICLE V INITIAL MEMBER; MEMBERSHIP INTEREST**

The name and address of the initial member of the Company is as follows:

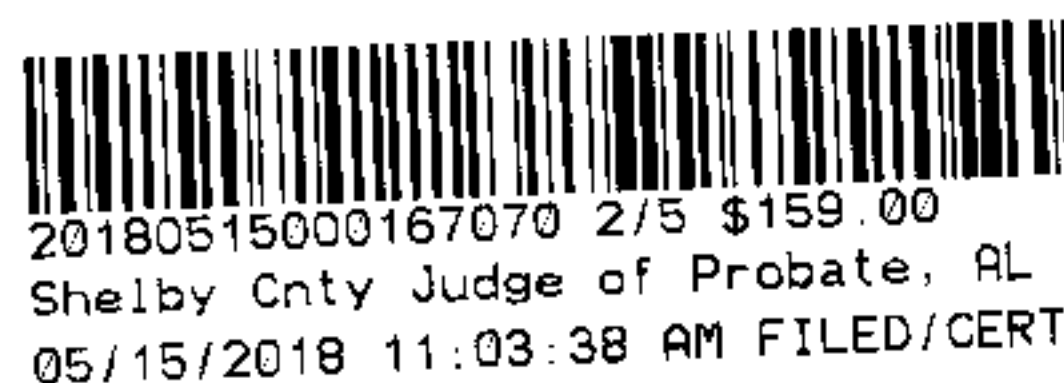
<u>MEMBER</u>	<u>ADDRESS</u>	<u>INTEREST</u>
Paul Brian Byrom	760 Norris Lane Alabaster, Alabama 35007	100%

## **ARTICLE VI ADDITIONAL MEMBERS**

The Members may admit to the Company additional Members who will participate in the profits, losses, available cash flow, and ownership of the capital of the Company on such terms as are determined by all of the Members. Admission of any such additional Members shall require the written consent of all Members then having any Interest in the Company; and admission of such additional Members may result in a dilution of the Interests of the then Members.

## **ARTICLE VII OPERATING AGREEMENT**

Members of the Company may enter into an operating agreement to regulate or establish the affairs of the Company, the conduct of its business, and the relations of its members. Such operating agreement may contain any provisions regarding the affairs of the Company, the conduct of its business and the relation of its members that are not inconsistent with laws of the State of Alabama or these Articles of Organization. To the extent these Articles of Organization contain provisions not required under the Act to form the Company, such provisions shall constitute an operating agreement. In the event of a conflict between the terms of the Operating Agreement and the Act, the terms of the Operating Agreement shall control except to the extent expressly prohibited by the Act.



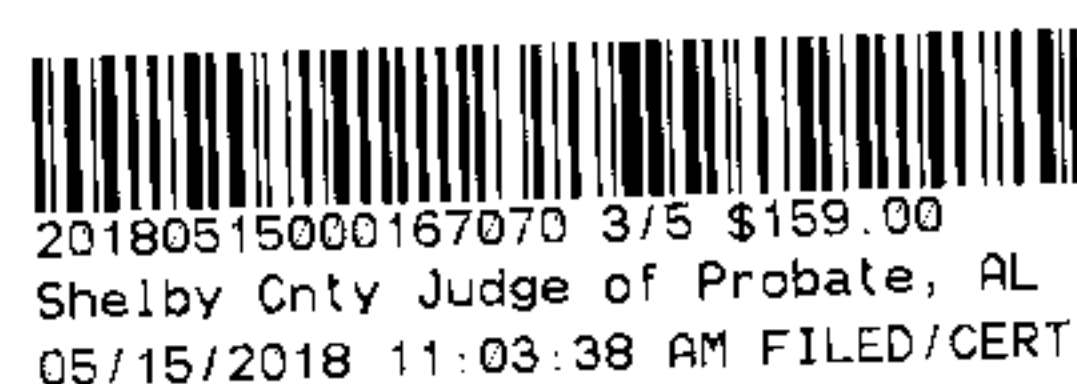
## **ARTICLE VIII PERIOD OF DURATION**

The limited liability company shall have perpetual existence, except that the limited liability company shall be dissolved upon the occurrence of the one of the following:

- (1) Vote of the holders of a majority of the membership interests to dissolve the Company.
- (2) When there is no remaining member, unless either of the following:
  - (a) The holders of all of the financial rights in the limited liability company agree in writing, within ninety (90) days after the cessation of membership of the last member, to continue the legal existence and business of the limited liability company and to appoint one or more new members; or
  - (b) The legal existence and business of the limited liability company is continued and one or more new members are appointed by the holders of all of the financial rights in the limited liability company.
- (3) When the limited liability company is not the successor limited liability company in the merger or consolidation with one or more limited liability companies or other entities.
- (4) Entry of a decree of judicial dissolution under Section 10-12-39 of the Alabama Act, as amended.
- (5) Occurrence of any other event of dissolution specified in the Operating Agreement.

## **ARTICLE VIII DISSOCIATION: ASSIGNMENT**

No member shall have the right to dissociate voluntarily from the Company without the written consent of the other members. If a member desires to withdraw from the Company, the other members shall have the right to purchase the Company interest of the member desiring to withdraw at a price and in accordance with procedures set forth in the Act. If the other members do not purchase such interest, then the Company shall be dissolved and liquidated. No member shall have the right to assign all or any portion of



such member's interest in the Company without the written consent of the other members. If the members consent to the assignment of another member's interest in the Company, then such other member shall be free to assign such interest as set forth in the written consent. An assignee of a member's interest only entitles such person to the financial rights of the assignor member to the extent assigned. An assignee of an interest in the Company may become a member only if the members holding more than fifty percent (50%) of the membership interests consent in writing. A member who assigns all such interest in the Company does not cease to be a member until the assignee of such interest is substituted as a member by unanimous written consent of the other members. Cessation of membership of one or more members of the Company shall not result in dissolution of the Company.

IN WITNESS WHEREOF, the undersigned member of the Company has hereunto executed the foregoing Articles of Organization on this the 14<sup>th</sup> day of MAY in the year 2018.

  
PAUL BRIAN BYROM

THE STATE OF ALABAMA  
Jefferson COUNTY


I, a Notary Public, hereby certify that Paul Brian Byrom, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 14 day of May, 2018.

Allison E Waldrop  
Notary Public

Print Name Allison E Waldrop

My commission expires:  
2-11-19

  
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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

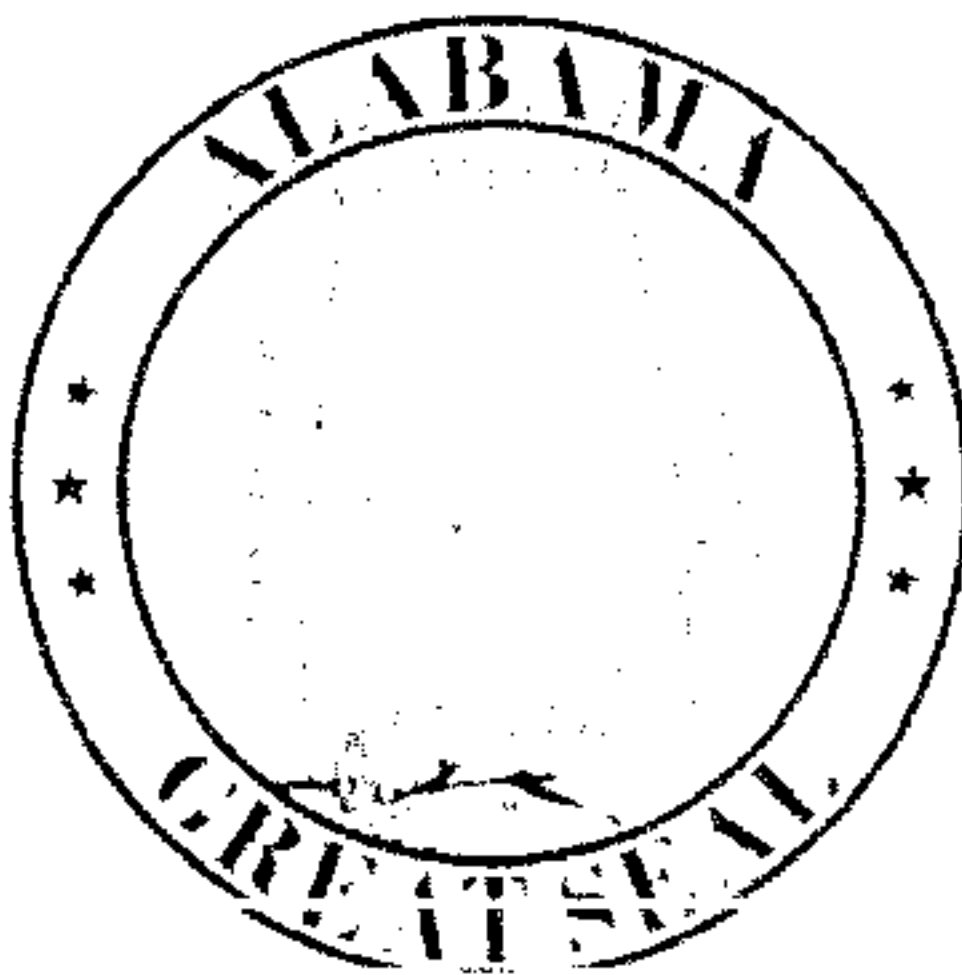
# STATE OF ALABAMA

**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:

**BTRAINED, LLC**

This name reservation is for the exclusive use of Paul Brian Byrom, 760 Norris  
Lane, Alabaster, AL 35007 for a period of one year beginning May 11, 2018 and  
expiring May 11, 2019



RES797776

**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.**

May 11, 2018

**Date**

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

**John H. Merrill**

**Secretary of State**



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