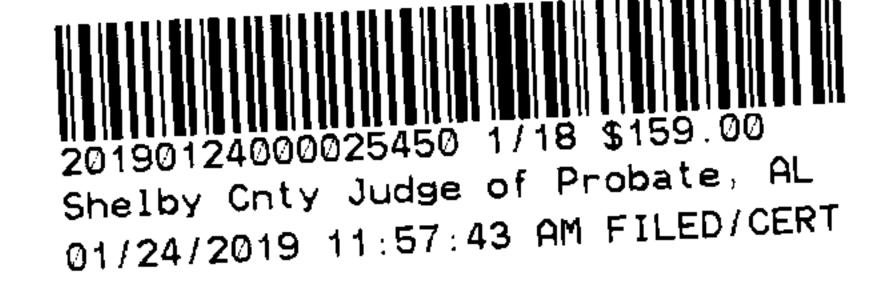
#### STATE OF ALABAMA

### 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 <u>Code of Alabama 1975</u> 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



(For County Probate Office Use Only)

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 twenty four (24) hours 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. 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 (\$30.00 fee).

# 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 <u>Code of Alabama</u>, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations): JAC Holdings 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)

Christopher A Clinner 224 Nottingham Drive Calera, AL 35040 (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 A Clinner  |  |  |  |  |  |
|    | Street (No PO Boxes) address of Registered Office (must be located in Alabama):  224 Nottingham Drive Calera, AL 35040  Mailing address in Alabama of Registered Office (if different from street address):  |  |  |  |  |  |
|    |  |  |  |  |  |  |
|    |  |  |  |  |  |  |
|    | N/A  |  |  |  |  |  |
| 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   |  |  |  |  |  |
|    | Non-Profit LLC complying with 10A-5A-1.04(c)   |  |  |  |  |  |
| 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 01 / 28 / 2019 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 08 : 00 X AM or PM. (cannot be noon or midnight – 12:00) |  |  |  |  |  |
| mı | Attached are any other matters the members determine to include herein ( if this item is checked there as it be attachments with the filing).  |  |  |  |  |  |
| 01 | 122/2019 Chrotoph al. Chi  |  |  |  |  |  |
| Da | te (MM/DD/YYYY) Signature as required by 10A-5A-2.04   |  |  |  |  |  |
|    | Christopher A Clinner  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).

19

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# ARTICLES OF ORGANIZATION of JAC Holdings LLC

| Í     | Organization Agree | meni (the | "Agreement") ma | de and entered | into this |
|-------|--------------------|-----------|-----------------|----------------|-----------|
| 22 no | day of Finaary.    | 2019      | (the "Execution | Date").        |           |

# BETWEEN:

Christopher Allen Clinner of 224 Nottingham Drive, Calera, AL, 35040, and Grantland Jay Ewing of 166 Little John Circle, Calera, AL, 35040

(individually the "Member" and collectively the "Members").

#### BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

# Article I: Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alabama. The rights and obligations of the Members will be as stated in the Alabama Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

#### Article II: Name

2. The name of the Company will be JAC Holdings LLC.

Article III: Purpose

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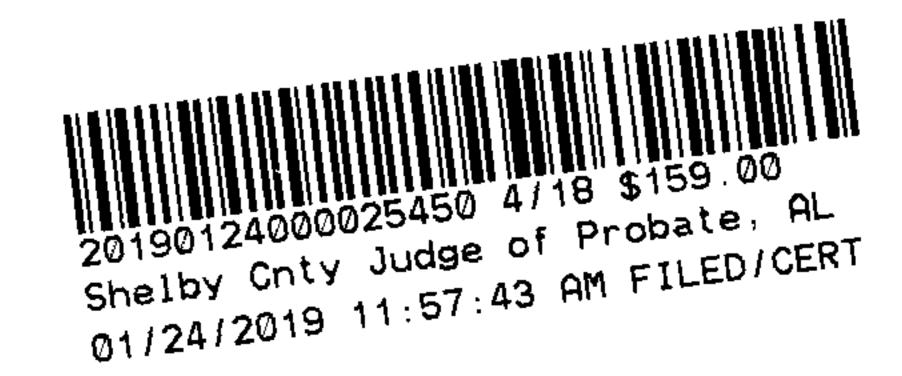
Page 1 of 15

- 3. The purposes for which the Company is formed are:
- a) To own, rent and lease real estate:
- b) To render to others, and to engage in the business of rendering to others, consulting, advisory, administrative, and other services of every nature, kind and character, which it may legally render;
- c) To engage other lawful business of any kind or character whatsoever:
- d) To act as agent, representative, or receiver of any person, firm, corporation, or governmental entity or instrumentality in respect to any lawful undertaking or transaction;
- e) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in or with, real or personal property, or any interest therein, wherever situated, and to sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of real or personal property, or any interest therin;
- f) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, corporation, associations, partnerships, limited liability companies, individuals, or direct or indirect obligations of governmental entities or of any instrumentality therof,
- g) To lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested; and
- h) To engage in any other lawful act or activity for which limited liabilities companies may be organized pursuant to the Act.

#### Article IV: Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

#### Article V: Place of Business



5. The Principal Office of the Company will be located at 224 Nottingham Drive, Calera, Al. 35040 or such other place as the Members may from time to time designate.

# Article VI: Capital Contributions

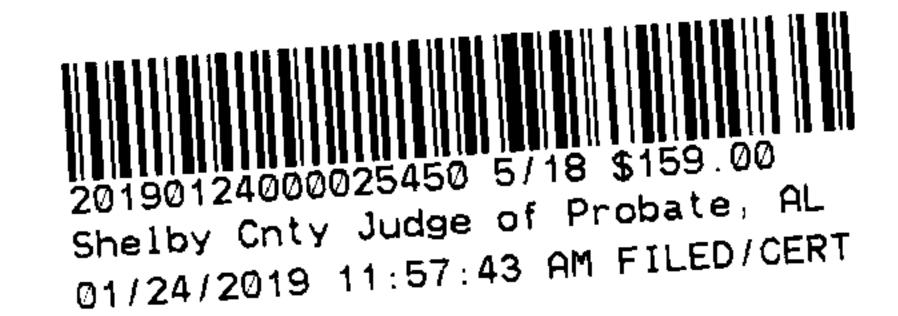
6. The following is a list of all Members and their Initial Contributions to the Company. Initial contributions documented in this section are dependent upon business startup expenses. Additional contributions will be requested and agreed upon based on business investments needs and handled according to the Article XI: Additional Contributions of the Agreement. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

| Member                       | Contribution Description   | Value of Contribution |
|------------------------------|--|-----------------------|
| Christopher Allen<br>Clinner | Business Management Startup Expenses Information Technology Management | \$2,500.00            |
| Grantland Jay Ewing          | Financial and Account Management                                       | \$2.500.00            |

# Article VII: Allocation of Profits/Losses

- 7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions, as defined in this Agreement.
- 8. Distributions to Members will be made in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions
- 9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

# Article VIII: Nature of Interest



10. A Member's interest in the Company will be considered personal property.

# Article IX: Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

# Article X: Liability for Contribution

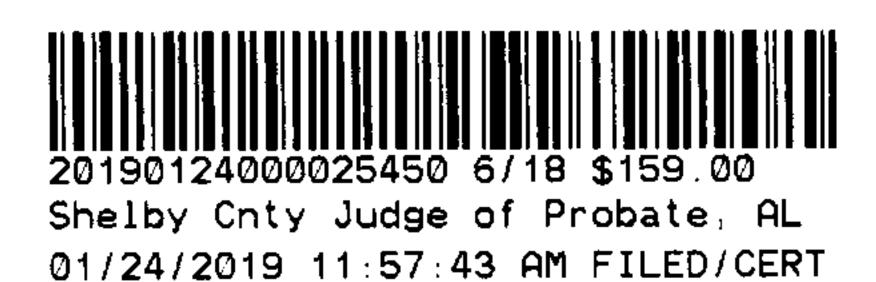
12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

# Article XI: Additional Contributions

- 13. Capital Contributions may be amended from time to time, according to the business needs of the Company. Ongoing Capital Contributions will be tracked monthly and reported annually at the close of each fiscal year. The allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly based on annually reported Capital Contributions.
- 14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

# Article XII: Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account and reported annually.



# Article XIII: Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

# Article XIV: Management

17. Management of this Company is vested in the Members.

# Article XV: Authority to Bind Compans

18. Only the following individuals have authority to bind the Company in contract: Christopher Allen Clinner or Grantland Jay Ewing.

# Article XVI: Duty of Loyalty

19. While a person is a Member of the Company, and for a period of at least one year after that person ceases to be a Member, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

#### Article XVII: Duty to Devote Time

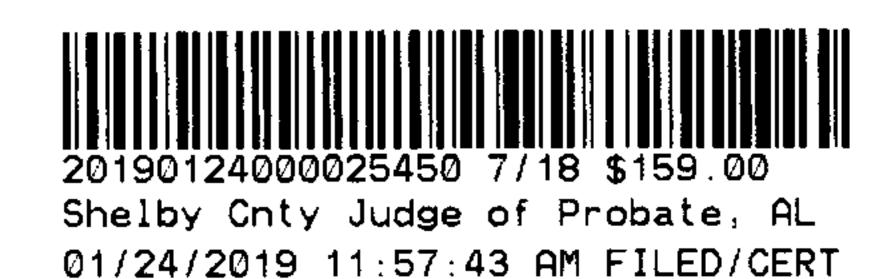
20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business

# Article XVIII: Member Meetings

- 21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
- 22. Regular meetings of the Members will be held only as required.

#### Article XIX: Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.



# Article XX: Admission of New Members

- 24. A new Member may only be admitted to the Company with a majority vote of the existing Members.
- 25. In addition to the required vote of existing Members to admit a new Member, the following conditions must be satisfied:
  - a. New members must provide a Capital Contribution in an amount and on such terms as the Members determine and agree to be appropriate.
- 26. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

# Article XXI: Voluntary Withdrawal of a Member

- 27. No Member may voluntarily withdraw from the Company for a period of one year from the execution date of this Agreement. Any such unauthorized withdrawal prior to the expiration of this period will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings. After the expiration of this period, any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least three months prior to withdrawal.
- 28. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
- 29. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

#### Article XXII: Involuntary Withdrawal of a Member

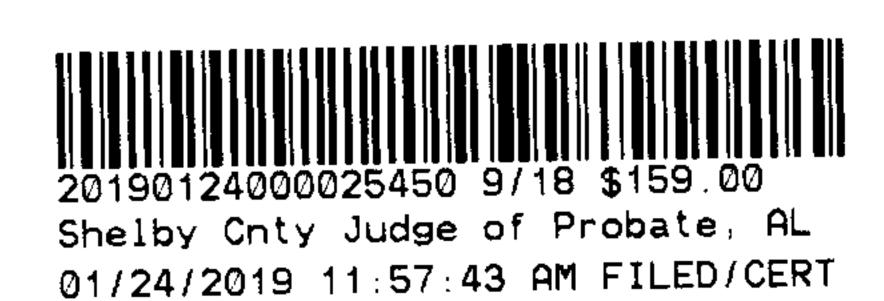
30. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company: Member incompetence: breach of fiduciary duties by a

20190124000025450 8/18 \$159.00 Shelby Cnty Judge of Probate, AL 01/24/2019 11:57:43 AM FILED/CERT Member: criminal conviction of a Member: Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members: or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

31. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

# Article XXIII: Dissociation of a Member

- 32. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
- 33. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
- 34. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
- 35. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.



Page 7 of 15

36. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

# Article XXIV: Right of First Purchase

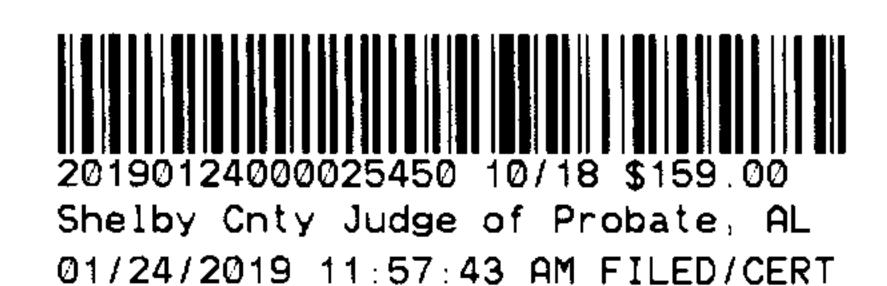
37. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

# Article XXV: Assignment of Interest

- 38. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
- 39. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

# Article XXVI: Valuation of Interest

- 40. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions and evaluated annually.
- 41. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
- 42. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.



Page 8 of 15

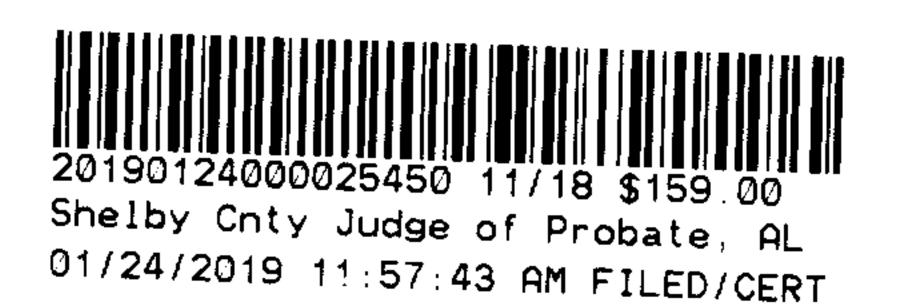
# Article XXVII: Dissolution

- 43. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
- 44. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
  - a. in satisfaction of liabilities to creditors except Company obligations to current Members;
  - b. in satisfaction of Company debt obligations to current Members; and then
  - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

# Article XXVIII: Records

- 45. The Company will at all times maintain accurate records of the following:
  - a. Information regarding the status of the business and the financial condition of the Company.
  - b. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
  - c. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
  - d. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
- 46. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Article XXIX: Books of Account



47. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

# Article XXX: Banking and Company Funds

48. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingied with those of any other person or entity.

#### Article XXXI: Audit

49. Any of the Members will have the right to request an audit of the Company books.

# Article XXXII: Fiscal Year End

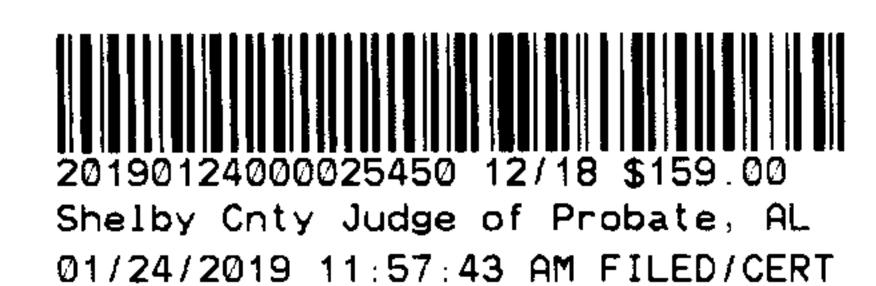
50. The fiscal year end of the Company is the 31st day of December.

#### Article XXXIII: Tax Treatment

51. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

# Article XXXIV: Tax Matters Partner

- 52. The tax matters partner will be Christopher Allen Clinner (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members may deem advisable.
- 53. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.



# Article XXXV: Annual Report

- 54. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
  - a. Income statement.
  - b. Balance sheet.
  - c. Annual Final Contributions Statement
  - d. A breakdown of the profit and loss attributable to each Member.

# Article XXXVI: Goodwill

55. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

### Article XXXVII: Governing Law

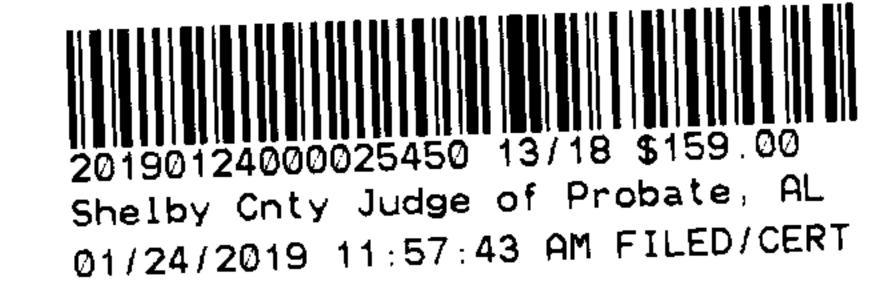
56. The Members submit to the jurisdiction of the courts of the State of Alabama for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

# Article XXXVIII: Force Majeure

57. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

# Article XXXIX: Forbidden Acts

58. No Member may do any act in contravention of this Agreement.



Page 11 of 15

- 59. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
- 60. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
- 61. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
- 62. No Member may confess a judgment against the Company.
- 63. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

#### Article XL: Indemnisication

64. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

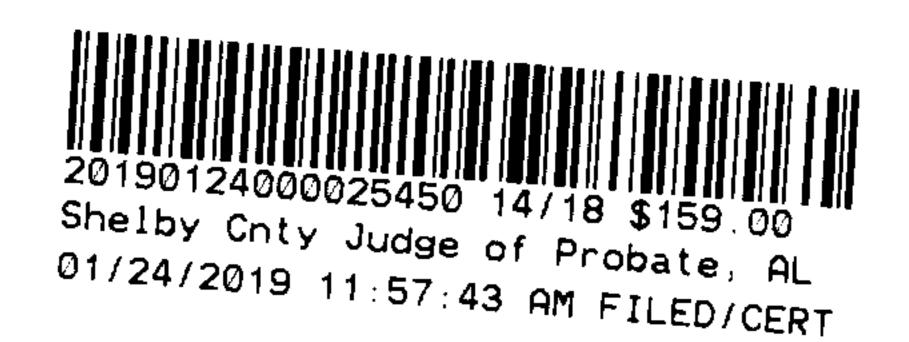
### Arlicie Liability

65. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

#### Article XLII: Liability Insurance

66. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company

#### Article XLIII: Life Insurance



67. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

# Article XLIV: Actions Requiring Unanimous Consent

- 68. The following actions will require the unanimous consent of all Members:
  - a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.
  - b. Releasing any Company claim except for payment in full.

# Article XLV: Amendment of this Agreement

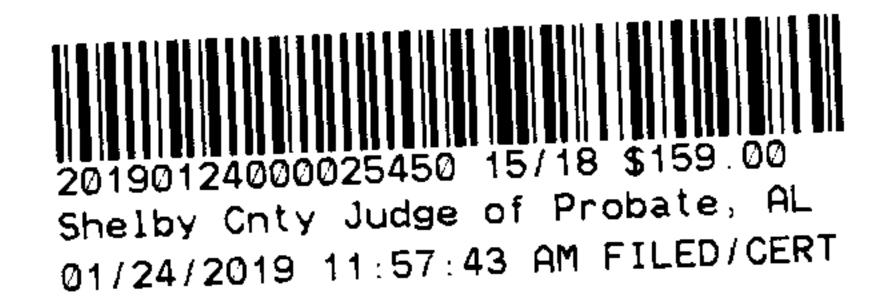
69. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

# Article XLVI: Title to Company Property

70. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

#### Article XLVII: Miscellaneous

- 71. Time is of the essence in this Agreement.
- 72. This Agreement may be executed in counterparts.
- 73. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
- 74. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be



Page 13 of 15

reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

75. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

76. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

77. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

78. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

# Article XLVIII: Definitions

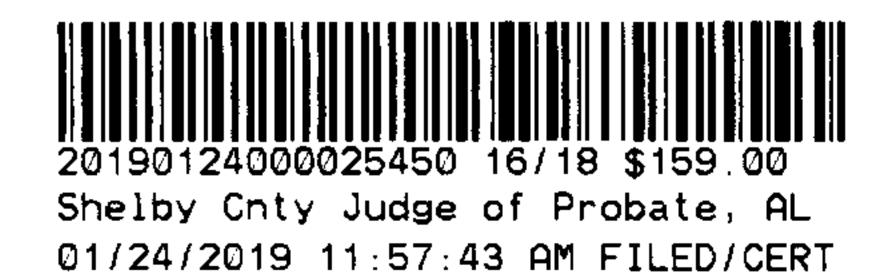
79. For the purpose of this Agreement, the following terms are defined as follows:

a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

c. "Distributions" means a payment of Company profits to the Members.

d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.



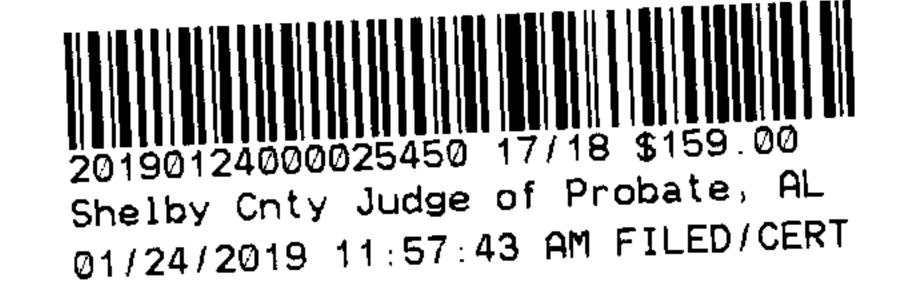
- e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Alabama where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this day of January. 2019.

Christopher Allen Clinner (Member)

Grantland Jay Ewing (Member)

Crantland Juz Cains



John H. Merrill Secretary of State P.O. Box 5616 Montgomery, AL 36103-5616

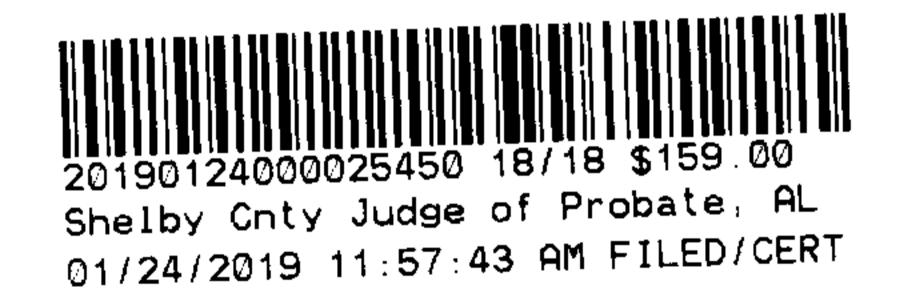
# STATE OF ALABAMA

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:

JAC Holdings LLC

This name reservation is for the exclusive use of Christopher Clinner, 224 Nottingham Drive, Calera, AL 35040 for a period of one year beginning July 02, 2018 and expiring July 02, 2019





RES803529

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.

July 02, 2018

Date

X 74. Menill

John H. Merrill

Secretary of State