

**ARTICLES OF ORGANIZATION
OF
CDW PROPERTIES, LLC**

STATE OF ALABAMA

COUNTY OF SHELBY

Pursuant to the Provisions of Act No. 93-724 of the 1993 Alabama Legislature for the purpose of forming a limited liability company under the Alabama Limited Liability Act and any act amendatory thereof, supplementary thereto or substituted therefor (hereinafter referred to as the "Act"), the undersigned hereby adopt the following Limited Liability Company Articles of Organization, and upon filing for record of these Articles of Organization in the Office of the Judge of Probate of Shelby County, Alabama, the existence of a Limited Liability Company (hereinafter referred to as the "Company"), under the name set forth in Article I hereof, shall commence.

ARTICLE I - NAME


The name of the Company shall be:

CDW PROPERTIES, LLC.

ARTICLE II - PURPOSE

The company has been organized for the following purposes and objects and powers:

- 1. To engage in any lawful business, act or activity for which a company may be organized under the act, it being the purpose and intent of this article II to invest the company with the broadest purposes, objects, and powers lawfully permitted a company formed under the act.**
- 2. To enter into, make, perform, and carry out contracts of every sort, and kind which may be necessary or convenient for the business of this Company, or business of a similar nature.**
- 3. To transact any and/or all lawful business in connection with the purposes for which the company is organized.**


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- 4. To acquire all or any of the goodwill, rights, property and business of any person, firm, corporation or association, and to hold, utilize, enjoy and in any manner, dispose of the whole or any of the rights, property and business so acquired, and to assume in connection therewith, any liabilities of any such person, firm, corporation or association.**
- 5. To apply for, obtain, purchase or otherwise acquire, any patents, copyrights, licenses, trademarks, trade names, rights, processes, formulate and the like, which may seem capable of any of the purposes of the Company and to use, exercise, develop, grant licenses in respect of, sell and otherwise turn to account the same.**
- 6. To borrow money for any of the purposes of the Company, and to issue bonds, debentures, notes or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any lawful consideration, and to secure the payment thereof and of the interest thereon by mortgage upon or pledge or conveyance or assignment in trust of the whole or any part of the property of the Company, real or personal, including the contract rights, whether at the time owned or thereafter acquired to sell, pledge, discount, or otherwise dispose of such bonds, notes or other obligations of the Company for its company purposes.**
- 7. To guarantee the obligation of any person, company or association.**
- 8. To have the power to conduct and carry on any business or activity not prohibited by law, nor required by law to be specifically stated in these Articles.**
- 9. To act as receiver or agent for any person or company or in respect to any lawful undertaking or transaction.**
- 10. To do each and every thing necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated.**
- 11. To become a member of a general partnership, limited partnership, joint venture or similar association or any other L.L.C.**



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12. To pay pensions and establish pension plans, pension trusts, profit sharing plans, and other incentive plans for any or all of its managers, employees, former managers, or former employees including, but not limited to, health care insurance, disability insurance, or life insurance.
13. To be a promoter, incorporator, general partner, limited partner, member, associate, or manager or any corporation, partnership, limited partnership, L.L.C., joint venture, trust, or other enterprise.
14. To make donations for the public welfare or charitable, scientific, or educational purposes.
15. To elect or appoint managers and agents of the Company as the need may arise, define their duties, and fix their compensation.
16. To render professional services if each Member or employee that renders professional services in Alabama is licensed or registered to render these professional services pursuant to applicable Alabama law and if the Company complies with the special rules for L.L.C. 's performing professional services found in section 10-12-45 of the Alabama code.

ARTICLE III

The location of the initial registered office shall be:

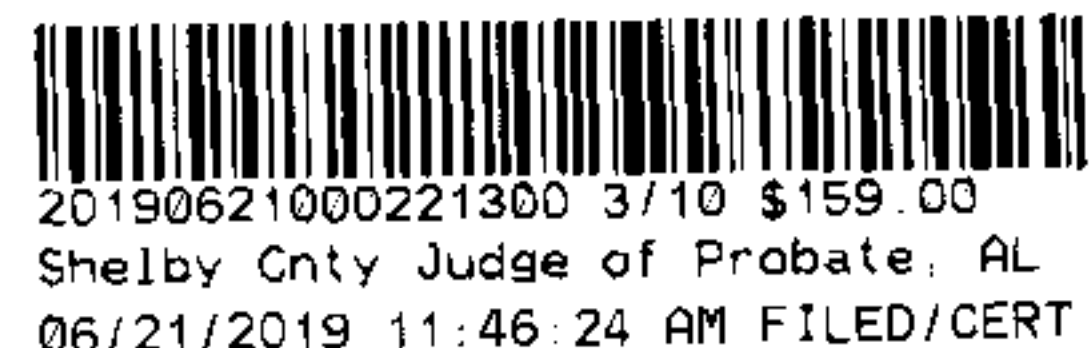
**905 Glassford Ct
Birmingham, Alabama 35242**

The registered agents shall be:

**Kelli Fancher
Misty Wade**

The mailing address of the initial registered office shall be:

**905 Glassford Ct
Birmingham, Alabama 35242**



The names and addresses for the initial Members are:

Kelli Fancher 50%
905 Glassford Ct
Birmingham, AL 35242

Misty Wade 50%
905 Glassford Ct
Birmingham, AL 35242

ARTICLE IV – ADDITIONAL MEMBERS

From and after the date of the formation of the company, any person or entity acceptable to the Members by their unanimous vote thereof may become a Member in the Company either by the amended articles of organization reflecting the “new” member’s contribution for such consideration as the Members by their unanimous votes shall determine, or as a transferee of a Member’s interest or any portion thereof as approved by the Members, by their unanimous votes, subject to the terms and conditions of these Articles of Organization and the Operating Agreement of the Company, as in effect from time to time.

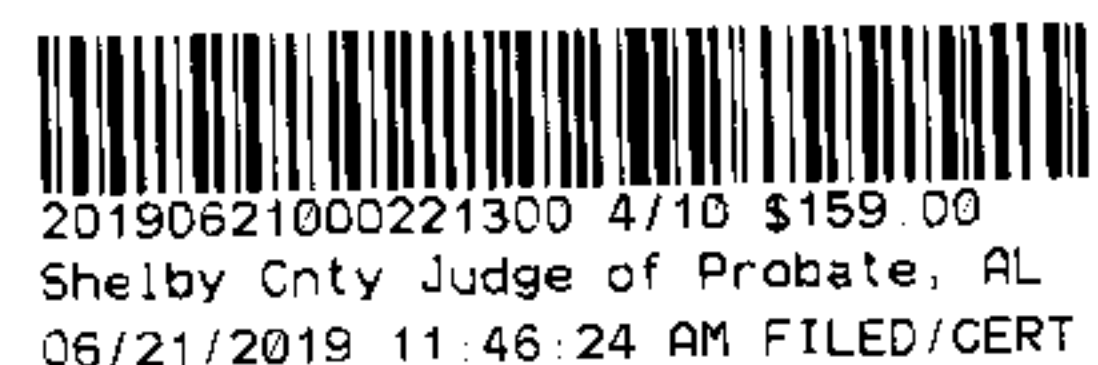
ARTICLE V – DISSASSOCIATION, DISSOLUTION, AND TERMINATION

Upon the death, retirement, resignation, expulsion, bankruptcy, dissolution, or dissociation of a member, or the occurrence of any event which terminates the continued membership of a member in the Company, the business of the Company shall not be continued and the Company shall be dissolved unless there is attained the written consent of all the remaining Members of the Company within (90) days after the occurrence of the terminating event and there are at least two remaining Members or one remaining Member and one (new) Member admitted.

The Company shall also be dissolved by the unanimous written agreement of all Members.

ARTICLE VI – MANAGEMENT OF THE COMPANY

Management of the Company shall be reserved to its Members.



ARTICLE VII - REGULATIONS

The Company reserves the right from time to time to amend, alter or appeal each and every provision contained in these Articles of Organization, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the act, and all rights conferred upon members at any time are granted subject to this reservation.

The initial Operating Agreement of the Company shall be adopted by the Initial Members. The Members shall have the power to adopt, alter, amend, or repeal the Operating Agreement and will only be binding after approval by a unanimous vote of all existing Members.

Any provisions, not inconsistent with the laws of the State of Alabama, which the Members elect to set out in the Articles of Organization or Operating Agreement for the regulation of the internal affairs of the Company, including any provisions under this Act which are required or permitted to be set out in the L.L.C. are permitted.

ARTICLE VIII-INDEMNIFICATION

The company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or competed claim, action, suit, or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Company), by reason of the fact that he or she is or was a Member, manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manage, officer, partner, employee or agent of another company, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The company shall not indemnify any person in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such

person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

To the extent that a Member, manager, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section VIII, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

Expenses (including attorney's fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the company in advance of the final disposition of such claim, action, suit or proceeding as authorized in this section. Upon receipt of an undertaking by or on behalf of the Member, manager, employee, or agent to the extent that, should it ultimately be determined that he or she is not entitled to the indemnified by the Company as authorized in this Article, shall repay all advanced fees, attorney's fees, judgements, fines and amounts paid in settlement actually and reasonably incurred.

Any indemnification under Article VIII (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Member, manager, employee, or agent is proper under the circumstances. Such determination shall be made by a unanimous vote of all Members.


IN WITNESS THEREOF, the undersigned members have executed these Articles of Organization, on this, the 20 day of June, 2019.



Kelli Fancher



Misty Wade


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**ACTION OF THE ORGANIZERS
OF
CDW PROPERTIES, LLC**

ACTING WITHOUT A MEETING BY WRITTEN CONSENT

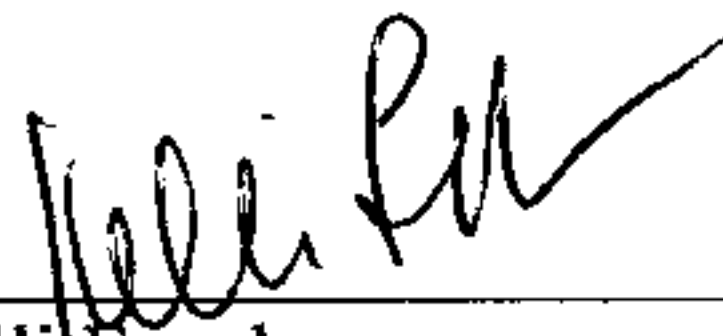
The undersigned, being the organizers of **CDW PROPERTIES, LLC** by unanimous written consent in lieu of holding a meeting, hereby adopt the following resolutions:

RESOLVED, that the proposed Articles of Organization be filed in the office of the Judge of Probate of Shelby, Alabama.

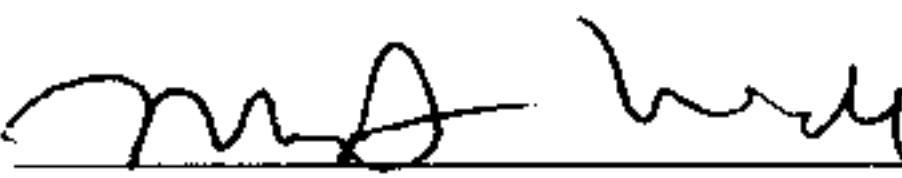
FURTHER RESOLVED, which the proposed Operating Agreement submitted to the members, is and it is adopted as and for the Operating Agreement of this company.

Done and dated the 29 day of June, 2019

Organizers:



Kelli Fancher



Misty Wade



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**ACTION OF THE MEMBERS
OF
CDW PROPERTIES, LLC**

ACTING WITHOUT A MEETING BY WRITTEN CONSENT

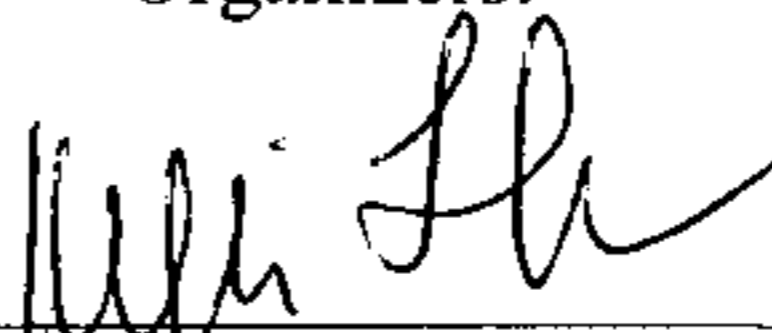
The undersigned, being all the members of **CDW PROPERTIES, LLC** acting by written consent in lieu of holding a meeting, hereby adopt the following resolutions:

RESOLVED, that each and all of the actions of the organizers of the Company adopted at the first meeting thereof, held in Shelby City on the 21st day of June, 2019, be and they hereby are ratified, approved, and confirmed in all respects by unanimous consent of the members and;


FURTHER RESOLVED, which the proposed Operating Agreement submitted to the members, is and it is adopted as and for the Operating Agreement of this company.

Done and dated the 21st day of June, 2019

Organizers:



Kelli Fancher



Misty Wade



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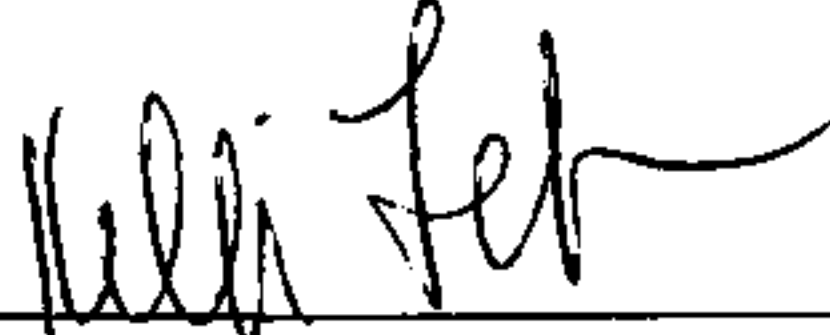
CDW Properties, LLC, MINUTES FROM 6/2019

Members Present: Kelli Fancher, Misty Wade

Old Business: None

New Business: Open checking Account

Presented by Kelli Fancher to Misty Wade the need for a checking account. Agreed by Misty Wade. Misty Wade to pursue opening checking account.




Kelli Fancher
Owner/ Member



Misty Wade
Owner/Member

CDW Properties, LLC



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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:

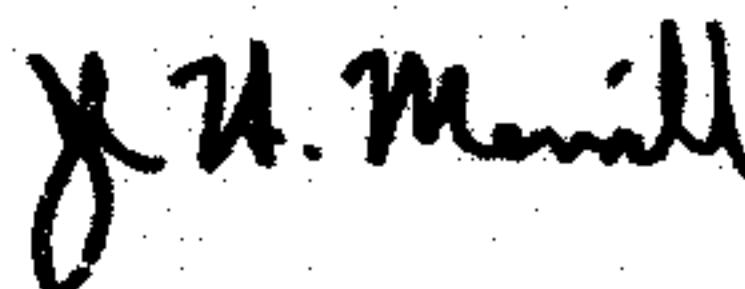
CDW Properties, LLC

This name reservation is for the exclusive use of Kelli Fancher and Misty Wade, 905 Glassford Ct, Birmingham, AL 35242 for a period of one year beginning June 18, 2019 and expiring June 18, 2020

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.

June 18, 2019

Date



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John H. Merrill

Secretary of State



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