

Document prepared by:

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STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT

OF THE ARTICLES OF ORGANIZATION OF

CH WELDING CUSTOM IRON WORK, LLC

LET IT BE KNOWN TO ALL PERSONS BY THESE PRESENTS, THAT THE

UNDERSIGNED for the purpose of amending the Articles of Organization of CH Welding

Custom iron Work, LLC, hereby files this Amendment by amending Article VI and filing the

same with the Probate Judge of Shelby County, Alabama where the initial registered office of the

corporation will be located, and hereby states that the facts in this Amendment are true and

correct as follows:

ARTICLE I

Name

1. The name of the limited liability company is:

CH WELDING CUSTOM IRON WORK, LLC

hereafter referred to as "The Company".

ARTICLE II

Duration

2. The period of duration of The Company is perpetual, unless it shall be sooner dissolved and its affairs wound up in accordance with these Articles of Organization, or the

Company Agreement.

ARTICLE III

Purposes for which this limited liability company is organized

- 3. The nature of the business of The Company and its objects, purposes, and powers are in essence that The Company shall have the same powers as a natural person to do all things necessary or convenient to carry out its business and affairs and may exercise those powers given by law to execute its purposes which include, but are not limited to the following:
- 4. To engage in any legally permissible activity related to iron works, welding, design and construction of iron gates, iron fences, interior iron designs, ornamental iron work for exterior windows, custom wrought iron interior and exterior handrails, custom main entrance wrought iron residential doors, and wrought iron business gates.
 - To engage in any lawful activity permissible to a natural person.
- 6. To purchase, acquire, take, receive, lease, own, hold, exchange, operate, improve, use, sell, and otherwise deal in and with real property, and/or personal property or an interest in it, wherever situated.
- 7. To make, do and engage in any legally permissible activity related to real property dealings.
- 8. To make, do and engage in any business which is legally permissible to a natural person.
- 9. To make, do and engage in any transaction of any and all lawful business for which limited liability companies are organized in the State of Alabama.
- 10. To manufacture, make, prepare, do, purchase or otherwise acquire, own, pledge, sell, assign, and transfer, or otherwise dispose of, and invest, trade, and deal in and with goods, wares, and merchandise of every class and description, whether or not the same specifically pertain to the classes of business aforementioned.

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- 11. To sell, trade, transact, deal, exchange, and promote any lawful product. To buy, sell, franchise, maintain on consignment, and otherwise trade, transact, and deal in various lawful import and export products.
- 12. To obtain, acquire, purchase, hold, improve, sell, convey, assign, exchange, encumber, mortgage, auction, hire, lease, and deal in real and personal property of every type, kind, and character. To obtain, acquire, purchase, hold subdivide, develop and operate real estate, to erect buildings thereon, and to sell, lease, maintain, own, repair, and operate these properties.
- 13. In general to purchase, take or lease, or exchange, hire, or otherwise acquire any real and personal property or any rights or privileges therein, which The Company may think necessary or convenient for the purposes of its business, and to buy, own, and hold real property for the purpose of securing debts due to The Company, and to sell and dispose of the same at will, and to make any and all necessary instruments of conveyance therefore.
- 14. To issue bonds, debentures, or obligations of The Company from time to time, for any of the objects or other purposes of the company, and to secure the same by mortgage, pledge, deed of trust or otherwise.
- 15. To do all and everything necessary and proper for the accomplishment of the objects herein enumerated or necessary or incidental to the protection and benefit of The Company, and in general to carry on any lawful business necessary or incidental to the attainment of the purposes of The Company, whether such business is similar in nature to the objects and powers herein above set forth or otherwise. Nothing herein contained is to be construed as authorizing The Company to carry on the business of banking or that of a trust company or that of insurance.
 - 16. By the provisions of the Alabama LLC Act (Section 10A-5A) the owners of

20200217000063110 3/6 \$91.00 Shelby Cnty Judge of Probate, AL 02/17/2020 09:11:29 AM FILED/CERT The Company can create subsidiary companies, as series of LLC's, having their own assets and liabilities, but under the general structure of **CH Welding Custom Iron Work, LLC** and without the need to organize them as separate entities, as they will be considered separate entities concerning liabilities to third parties.

17. The foregoing clauses shall be construed as objects and purposes of this limited liability company in addition to those powers specifically conferred upon The Company by law.

ARTICLE IV Initial registered office

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18. The location and mailing address of the initial registered office of The Company shall be:

5675 Highway 26 Columbiana, AL 35051-3635

ARTICLE V

Initial registered agent

19. The registered agent of service is Cheyanne García whose address is:

5675 Highway 26 Columbiana, AL 35051-3635

ARTICLE VI

Initial members

20. The name and address of the initial member is:

<u>Name</u>

Address

Cheyanne Michelle García

5675 Highway 26, Columbiana, AL 35051-3635

ARTICLE VII

Organizer

21. The name and address of the organizer is:

<u>Name</u>

Address

ARTICLE VIII

Admission of Additional members

22. The member(s) shall reserve the right to admit additional members upon the unanimous agreement of The Company's Members as to the admission of, and the consideration to be paid by such new Members, and subject to the terms and conditions of the Company Agreement.

ARTICLE IX

Cessation of membership

The Company's Members shall have the right to continue as a limited liability 23. company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any event which terminates the continued membership of a member of The Company.

ARTICLE X Management

The authority of the members to act for The Company is based upon the 24. governing agency laws. The management of The Company is vested in its members as it may be determined and specified by the written Company Agreement. Any and all members involved in the management of The Company are subject to the fiduciary duties of loyalty and care that would be imposed to any person with the authority to direct the business affairs of The Company.

ARTICLE XI

Liabilities of members and Managers

25. Neither a member nor a manager of The Company shall be personally liable under a judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of The Company. Each and every member of The Company is legally exempt from any

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legal liability of the Company.

ARTICLE XII

Distributions to Members

The managing members of The Company will share the distributions from 26. The Company in accordance to the Company Agreement.

ARTICLE XIII

Company Agreement

The Company Agreement shall be executed separately and shall set forth all 27. provisions for the affairs of The Company, and the conduct of its business to the extent that such provisions are not inconsistent with laws or these Articles.

In WITNESS WHEREOF, these Articles have been subscribed as of the 10th day of February of the year 2020 by the undersigned organizer, who affirms that the statements made herein are true under penalty of perjury.

Örganizer: Cheyanne Michelle García

Subscribed and sworn to (or affirmed) before me this

10th day of transcent

Personally known OR produced identification

Type identification produced

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 $\tfrac{3}{2} \mathbb{Z}_{2} \mathbb{Z}^{2}$ Notary Public

RYAN MATTHEW SMITH My Commission Expires

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January 4, 2022