

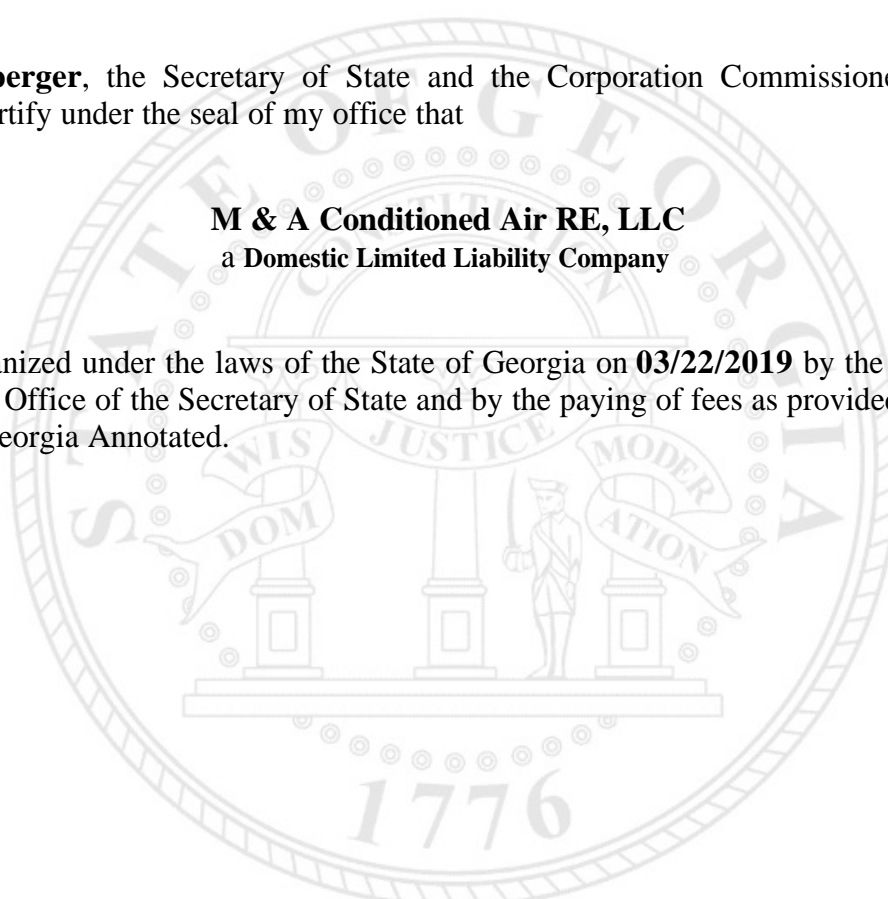
STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

M & A Conditioned Air RE, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **03/22/2019** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **04/01/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 3/22/2019 7:25:45 AM

BUSINESS INFORMATION

CONTROL NUMBER 19043638
BUSINESS NAME M & A Conditioned Air RE, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 03/22/2019

PRINCIPAL OFFICE ADDRESS

ADDRESS 1442 SPRINGLEAF CIR SE, ATTN: M. GROVES, SMYRNA, GA, 30080, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
MARK P. GROVES	1442 SPRINGLEAF CIR SE, SMYRNA, GA, 30080, USA	Cobb

ORGANIZER(S)

NAME	TITLE	ADDRESS
MARK P. GROVES	ORGANIZER	1870 THE EXCHANGE SE, SUITE 200, ATLANTA, GA, 30339, USA

OPTIONAL PROVISIONS

----- 1 STATUTE. The limited liability company (the "LLC") is organized pursuant to the Georgia Limited Liability Company Act (the "Act"). ----- 2 DURATION. The LLC's duration is PERPETUAL. ----- 3 PURPOSE. The LLC's purpose is any and all lawful purposes. ----- 4 ISSUANCE AND TRANSFER OF UNITS. LLC representatives shall have authority to offer, sell, issue and otherwise coordinate subscription to units of member interest ("Units") until otherwise directed by a written operating agreement. Once issued, Units in the LLC may not be transferred, pledged, conveyed or assigned to any party other than the LLC without: (i) a decision of the LLC membership approving same; or (ii) as otherwise may be provided by any applicable written agreement among the members. ----- 5 INITIAL MANAGEMENT. The LLC's ordinary business affairs shall be conducted by its members, who may appoint one or more managers from time to time, at their discretion. Prior to one or more members being admitted to the Company, the Organizer may, by written declaration, appoint, remove and/or replace an initial manager. ----- 6 NO INITIAL OPERATING AGREEMENT, VOTING. The LLC elects to be governed by the provisions of these articles and will not have an initial operating agreement (however such an agreement may be subsequently established). LLC "Decisions" shall be made by majority vote of the member Units entitled to vote, unless an operating agreement or these articles expressly identify decisions requiring a greater number to effect passage (thus Sections 308 & 503 of the Act are superseded). A written resolution signed by members constituting a passing vote shall be effective in accordance with section 309 of the Act and may expressly authorize any person(s) to carry out specific tasks on behalf of the LLC. ----- 7 NO CO-PARTNER LIABILITY. Regardless of how management and profits are shared, the members and managers shall not be general partners of each other and shall have no liability for any obligation of the LLC or of its other members. ----- 8 INCOME TAX STATUS. The LLC reserves all rights with respect to being a partnership, corporation, S corporation, disregarded entity or otherwise for income tax purposes. ----- 9 SECURITY INTEREST. All obligations of Unit holders to the LLC shall be secured by the holder's Units; each party's acceptance of Units in the LLC shall be deemed a grant to the LLC of a security interest in such Units and such security interest shall be further deemed perfected by virtue of the LLC's possession of the Units and the profits and capital accruing to the Units. ----- 10 CERTIFICATES OF UNIT OWNERSHIP. At any time the LLC may elect any combination of the following: to indicate Unit ownership by written certificate acknowledging the LLC's superior security interest; to reflect approved transfers and assignments of Units upon such certificates; and to retain possession of such certificates. ----- 11 SETOFF, ASSIGNEE SUBORDINATION. In the event a Unit holder is indebted to the LLC for any sum, the LLC shall have a right to set off in the Units of such holder. The LLC's security interest in the member's Units is superior to the interest of any assignee of the member's Units; it shall be incumbent upon assignees to periodically inquire as to the status of such interest and to cause timely cure of any related defaults should they desire to preserve their assignee interest. ----- 12 COORDINATION WITH THE ACT. ----- (a) The conflict of interest provisions of section 307 of the Act shall not apply to the LLC, except as expressly provided in an operating Agreement. ----- (b) All provisions of section 310 of the Act, including

without limitation, its strict guidelines for notice and conduct of meetings, shall not apply to the LLC. A meeting may be called pursuant to a LLC Decision or as otherwise provided in an operating agreement. ----- (c) All provisions of section 313 of the Act, including without limitation, its strict guidelines for maintenance of LLC records, shall not apply to the LLC, except as provided in an operating agreement. ----- (d) All provisions of section 402(b) of the Act, including without limitation, its unanimous consent requirements, shall not apply to the LLC, and all LLC decisions concerning the reducing of contribution obligations shall be made pursuant to a LLC Decision or as otherwise provided in an operating agreement. ----- (e) All provisions of section 403 of the Act, including without limitation, its requirement to allocate profits to members, shall not apply to the LLC; except as may be expressly provided in an operating agreement, profits shall be retained until there is a LLC decision to distribute retained profits and/or capital; unless otherwise determined by an operating agreement, distributions and allocations shall be on a per Unit basis or on a basis required under the Internal Revenue Code and its related regulations. ----- (f) All provisions of section 404 of the Act, including without limitation, its requirement to distribute funds to members upon dissolution, shall not apply to the LLC; except as may be expressly provided in an operating agreement, upon dissolution and winding up of the LLC's affairs, after payment of all liabilities the remaining proceeds shall be distributed on a per Unit basis or on a basis required under the Internal Revenue Code and its related regulations. ----- (g) All provisions of section 405 of the Act, including without limitation its requirement to purchase a member's interest upon dissociation, shall not apply to the LLC except as may be expressly provided in an operating agreement. ----- (h) All provisions of section 602(4), including without limitation its requirement that the LLC be dissolved in the event of a member's dissociation, shall not apply to the LLC, except as may be expressly provided in an operating agreement. Further, the provisions of Section 604 of the Act are superseded to provide that the LLC and its agents may continue day to day operations on a temporary basis if wind-up objectives include procuring prospective buyers for one or more businesses of the LLC. ----- (i) All provisions of section 1002 of the Act, including without limitation its grant of dissenter rights and rights to fair value, shall not apply to the LLC except as may be expressly provided in an operating agreement. ----- (j) Members and managers of the LLC shall not be liable to the LLC for a distribution deemed to be in violation of sections 407 & 408 of the Act if such members and/or managers recuse themselves from the decision to issue such distribution. The LLC may engage an independent consultant to administer and consummate distributions deemed proper by such consultant; a Unit holder or manager receiving such a distribution shall not be deemed to have consented to same and shall not be liable to the LLC with respect to such distribution under said section 408 or otherwise. The independent consultant shall not be deemed a manager of the LLC and shall not be liable to the LLC for an error in judgment, if such consultant otherwise acted in good faith; such consultant shall only be liable to the LLC for willful fraud. ----- (k) The LLC invokes Sec. 1107 of the Act to provide repose, and hereby releases, acquits, exonerates, and discharges any Unit holder, manager, or independent consultant for liability for any wrongful distribution unless the LLC either directly or derivatively commences an action to enforce such liability within six (6) months after issuance of such wrongful distribution. ----- (l) The LLC reserves the right to settle or discontinue a derivative action privately, without court intervention; thus the provisions of section 804 & 805 of the Act are superseded.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE MARK P. GROVES

AUTHORIZER TITLE Organizer