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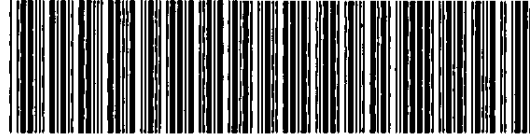
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JEFFERY D. HATCHER
Lawyer

300 S. Commerce Street • P.O. Box 189 • Geneva, Alabama 36340
334-684-8524 • Fax: 334-684-8520
jdhlaw2002@gmail.com

OF COUNSEL:
Toni R. Kinner
Licensed in AL and FL

May 11, 2015

Department of State
New Filing Section
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

RE: Russell Repair, Inc.

Dear Sir or Madam,

Please find enclosed the original and two (2) copies of the Articles of Incorporation of the above referenced company for filing. Also, enclosed is a check in the amount of \$87.50 for payment of the filing fee, a certified copy, and a certificate of status. Please return these to me at the above listed address as soon as possible. Thank you for your assistance in this matter.

Sincerely,

Toni R. Kinner

Toni R. Kinner

Enclosures

ARTICLES OF INCORPORATION
OF
RUSSELL REPAIR, INC.
(A FLORIDA PROFIT CORPORATION)

May 8, 2015

TONI R. KINNER, ESQ.,
300 SOUTH COMMERCE STREET
POST OFFICE BOX 189
GENEVA, ALABAMA 36340

ARTICLES OF INCORPORATION OF

RUSSELL REPAIR, INC.

A FLORIDA CORPORATION

The undersigned, in order to form a corporation and pursuant to the Laws of the State of Florida, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is: **RUSSELL REPAIR, INC.**

ARTICLE II

PRINCIPAL OFFICE

The principal office shall be located at: **16528 Highway 331 North, Defuniak Springs, Florida 32433.**

ARTICLE III

PURPOSE

The purpose for which this corporation is organized is to own and operate a business for the repair of commercial vehicles and trailers, in accordance with such restrictions and conditions as may be imposed by law, and any other businesses for which corporations may be incorporated under the Florida Business Corporation Act.

ARTICLE IV

PERIOD OF DURATION

The period for the duration of the corporation shall be perpetual.

15 MAY 15 PM 3:40

ARTICLE V
AUTHORIZED SHARES

The aggregate number of shares of stock which the corporation shall have the authority to issue shall be one hundred (100) shares of stock of the par value of one dollar (\$1.00) per share.

ARTICLE VI
RESTRICTIONS ON TRANSFER OF STOCK

All issued shares of stock of this corporation shall be subject to the following restriction on transfer; and all such shares shall refer to the provisions of this section, acknowledging that their transfer is restricted:

(a) For purposes of this Article:

(i) A shareholder desiring to sell or otherwise transfer, give or assign his or her stock in this corporation, in whole or in part, shall be referred to as the "offeror";

(ii) A shareholder or non-shareholder to whom such sale or other transfer is proposed shall be referred to as the "offeree";
and

(iii) The shareholders, individually and collectively, of this corporation, other than the shareholder-offeror, shall be referred to as the "optionee(s)".

(b) Any shareholder in this corporation may sell, or otherwise transfer, his or her stock herein, in whole or in part, to other shareholders of this corporation, in proportionate shares equal to their existing interests in the corporation, or to the corporation itself.

(c) In the event any shareholder desires to sell or otherwise transfer his or her stock herein, in whole or in part, to a bona fide offeree, the following procedure shall be followed:

(i) The offeror shall furnish and deliver to the corporation and to the optionee, at each of their last known business addresses, a letter of intent, containing the name and address of the offeree, and complete details as to the terms and conditions of the offer under which said sale or other transfer is to be effectuated.

(ii) The offeror shall grant to the corporation the first option and shall grant to the other shareholders of the corporation the second option to purchase said stock or effectuate such transfer of said stock to it or themselves, under the same terms and conditions as set forth in the letter of intent described in subparagraph (i) hereinabove.

(iii) The corporation shall be considered as the primary optionee and shall have thirty (30) days from the date of receipt of the letter of intent within to exercise such option, by letter in writing, addressed to the offeror, and copies thereof to each of the other optionee(s), at each of their last known business addresses. Upon the failure of the corporation to exercise its option, each of the other optionees shall have thirty (30) days from the date of the expiration of the first option period within which to exercise their said option. In the absence of any other agreement between or among the optionees, if all the optionees elect to purchase said stock, said stock of the offeror shall be purchased by the optionees in the same proportion as their respective stock ownership in the corporation. If all optionees do not elect to purchase their proportionate share of the offeror's stock, such optionees who desire to purchase such stock shall each be entitled to purchase such proportionate share of the offeror's stock as the percentage of his or her respective stock interest in the corporation bears to the total percentage of all stock interest in the corporation held by all the optionees desiring to purchase the offeror's stock. Notwithstanding the foregoing, proportionate shares of the offeror's stock not aggregating the offeror's entire stock shall be of no effect.

(iv) If the corporation and the optionees fail to elect to purchase said stock within said option period, then the offeror shall be free to sell all of his or her stock to the original offeree at the price and upon the terms and conditions set forth in said offer, provided, however, that such sale must be consummated within two (2) months following the expiration of the optionee's second option.

(v) Upon a sale or other transfer to the offeree, the offeree will then hold said stock as a shareholder, subject to all of the terms and conditions of these Articles of Incorporation in the place and stead of the selling shareholder, including the provisions contained in this Article.

(vi) If said sale is not made between selling shareholder and such other purchaser within said two (2) month period after the expiration of said second option, all of the terms, conditions, and restrictions of this Article of these Articles of Incorporation shall be reinstated and the right of the selling shareholder to sell his stock to such purchaser pursuant to said original offer shall terminate.

ARTICLE VII

INITIAL OFFICERS AND/OR DIRECTORS

The initial board of directors shall consist of two (2) persons. The name and address of the persons who shall serve as directors until the first annual meeting of shareholders of the corporation, or until the successors to such director(s) is elected and qualified is:

Thomas W. Russell
Director & President

16528 Highway 331 North
Defuniak Springs, Florida 32433

Julie M. Russell
Director & Secretary-Treasurer

16528 Highway 331 North
Defuniak Springs, Florida 32433

ARTICLE VIII
REGISTERED AGENT

The name and address of the corporation's initial registered agent is: **Thomas W. Russell, 16528 Highway 331 North, Defuniak Springs, Florida 32433.**

ARTICLE IX
INCORPORATOR

The name and address of the incorporator is: **Thomas W. Russell, 16528 Highway 331 North, Defuniak Springs, Florida 32433.**

ARTICLE X
INDEMNIFICATION

The corporation shall indemnify any person who was, or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement, actually or reasonably incurred by him or her in connection with such action, suit, or proceeding, to the full extent permitted by law, in such cases made and provided, upon such determination having been made as to his or her good faith and conduct as is required by said law in such cases made as provided. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit, or proceeding to the extent, if any, authorized by the Board of Directors in accordance with the provisions of the law in such cases made and provided, upon receipt of the statement by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation.

I hereby execute this document on this the 8th day of May, 2015, and submit it and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided in Florida Statute 817.155.

Thomas W Russell

Thomas W. Russell, Incorporator

I hereby execute this document on this the 8th day of May, 2015, and having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Thomas W Russell

Thomas W. Russell, Registered Agent

**STATE OF ALABAMA
COUNTY OF GENEVA**

Before me, the undersigned authority, personally appeared Thomas W. Russell, who being by me first duly sworn, deposes and says as follows: The following person(s) has subscribed to the following number of shares of stock of Russell Repair, Inc., a proposed Florida corporation.

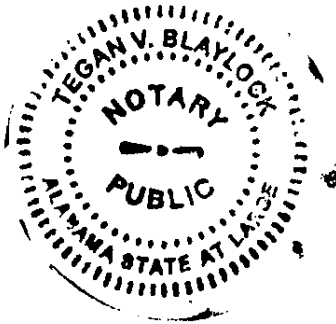
<u>NAME OF SUBSCRIBER</u>	<u>NUMBER OF SHARES</u>	<u>CONSIDERATION</u>
Thomas W. Russell	75 Shares	\$75.00
Julie M. Russell	25 Shares	\$25.00

I further certify that of the subscription as hereinabove set forth, each has been paid in full for such shares of stock as set opposite the respective name of said subscriber.

Thomas W Russell

Thomas W. Russell

Sworn to and subscribed before me this 8th day of May, 2015.



Tegan V. Blaylock

Notary Public

My commission expires: 3-23-2019