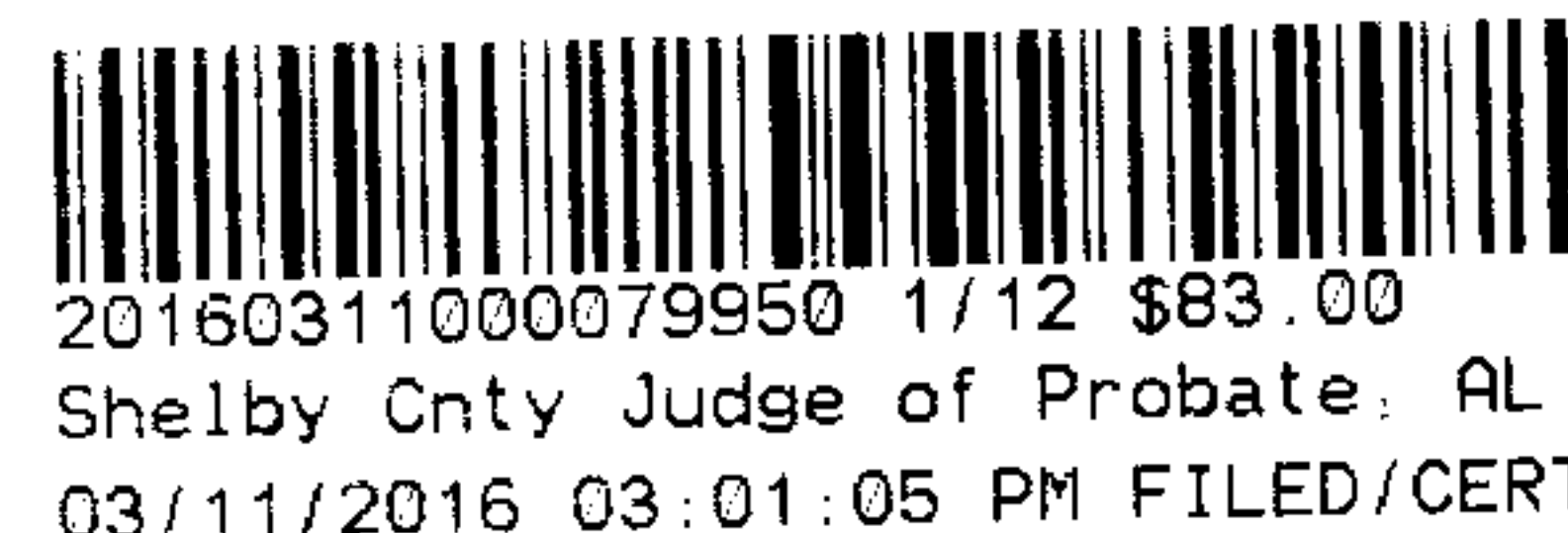


**FIRST AMENDMENT TO THE
CERTIFICATE OF FORMATION
OF
HIGHPOINTE PROPERTIES, LLC**



This First Amendment to the Certificate of Formation of Highpointe Properties, LLC is filed pursuant to the Provisions of *Section 10A-5A-2.02 of the Code of Alabama (1975)*.

The date the original Certificate of Formation was filed in Shelby County, Alabama was November 19, 2009.

The original Certificate of Formation was recorded in Instrument 20091119000430220 in the office of the Judge of Probate of Shelby County, Alabama.

The Alabama Secretary of State Entity ID of Highpointe Properties, LLC is 440-333.

Pursuant to the Provisions of *Section 10A-5A2.02 of the Code of Alabama (1975)*, the undersigned, the initial Members, Jerry R. Adams, Jr. and Connor Farmer hereby amend the following limited liability company Certificate of Formation as follows:

ARTICLE IV
Registered Office; Registered Agent

The location and street address of the initial registered office of the Company shall be 120 Bishop Circle, Pelham, Alabama 35124 and its registered agent to whom process may be sent in Alabama at such address shall be Connor Farmer.

ARTICLE V
Principal Office

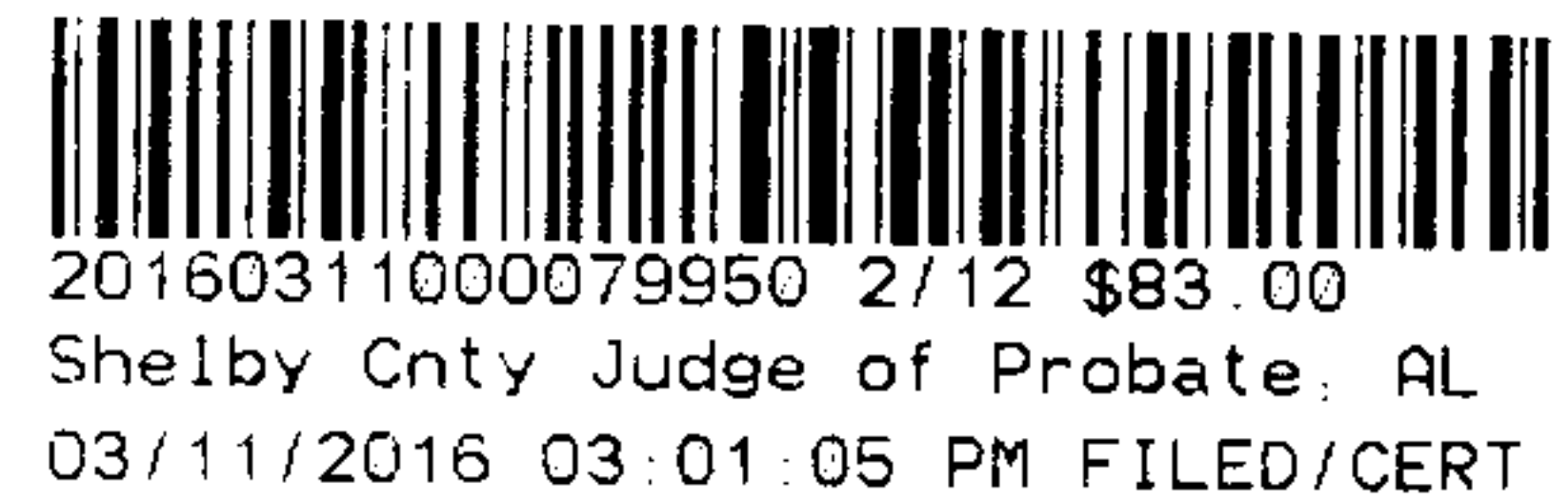
The principal office of the limited Liability Company is 120 Bishop Circle, Pelham, Alabama 35124.

ARTICLE VI
Members

Article VI of the initial Certificate of Formation which lists the initial members of Highpointe Properties, LLC shall be amended to reflect the removal of an initial member, so the membership list of Highpointe Properties, LLC shall be as follows:

The name and address of the Member is:

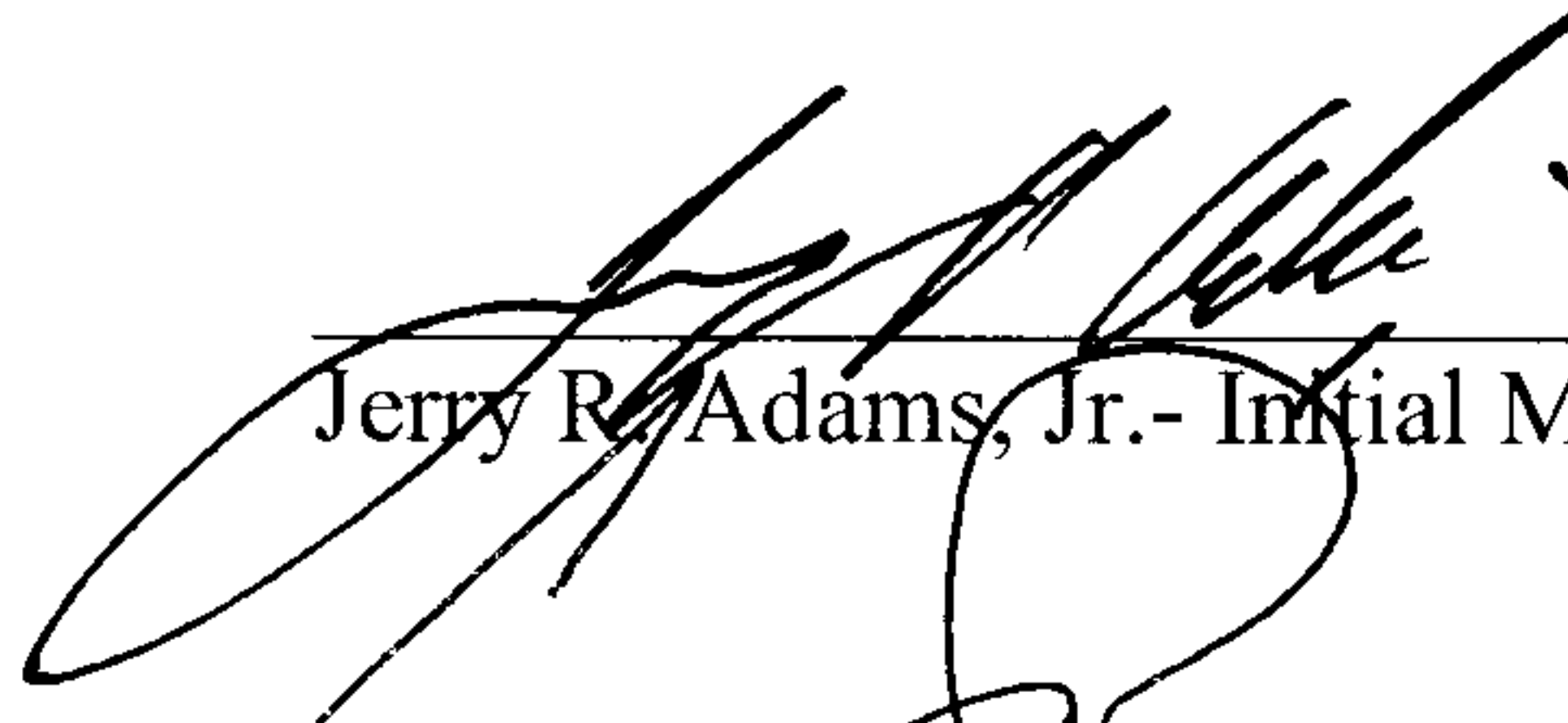
Connor Farmer
2251 Emmet Cove
Birmingham Alabama 35242



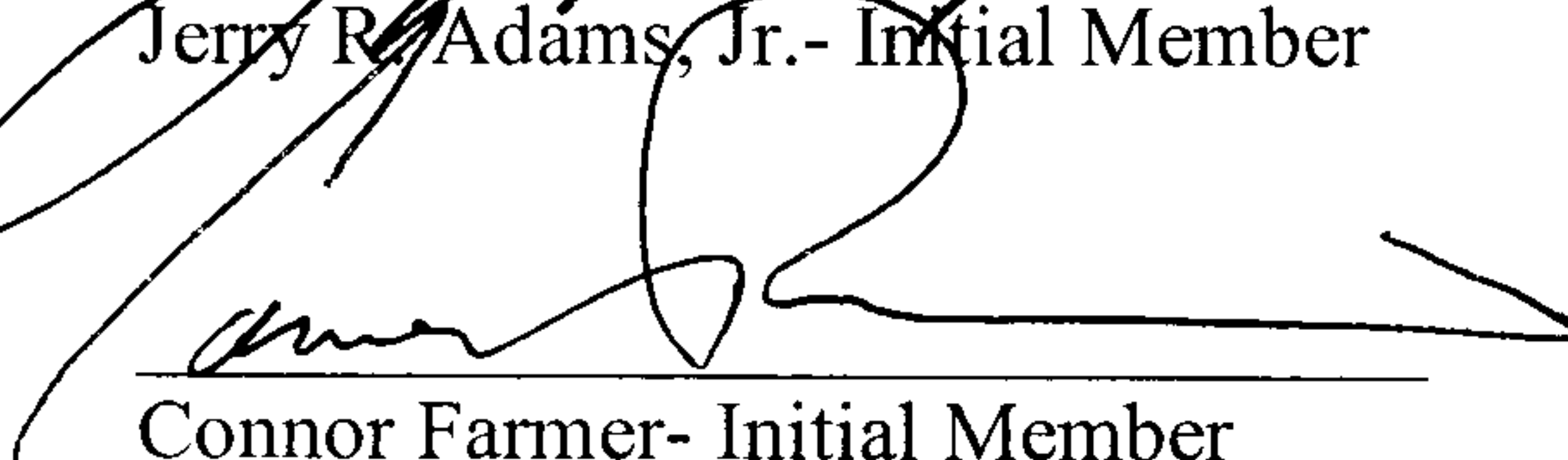
All other provisions of the original Certificate of Formation shall remain in full force and effect.

WITNESS WHEREOF, this First Amendment to the Certificate of Formation of Highpointe Properties, LLC has been subscribed as of the 10th day of March, 2016 by the undersigned initial Members, who affirm that the statements made herein are true under the penalties of perjury.

This the 9th day of March, 2016



Jerry R. Adams, Jr.- Initial Member



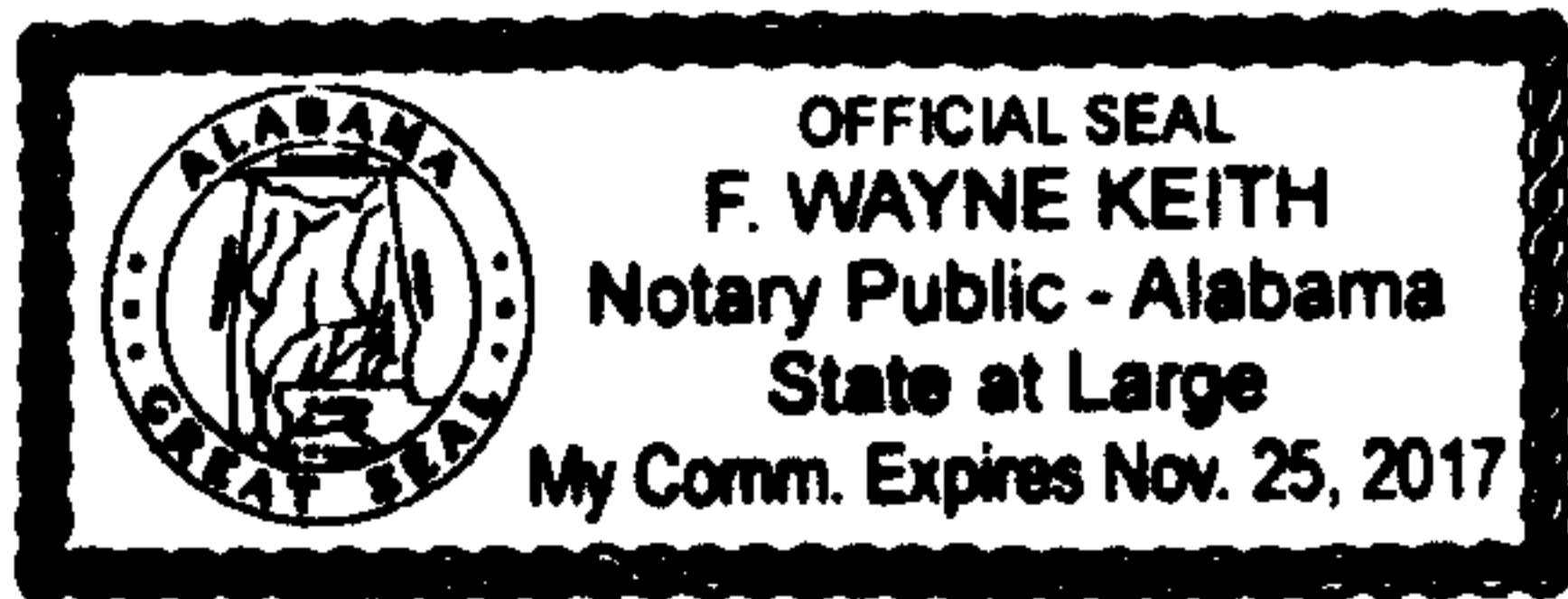
Connor Farmer- Initial Member

Notary Acknowledgements on next page

STATE OF ALABAMA
SHELBY COUNTY


I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Jerry R. Adams, Jr., whose name is signed to the foregoing First Amendment to the Certificate of Formation of Highpointe Properties, LLC and who is known to me, acknowledged before me, that, being informed of the contents of said First Amendment to the Certificate of Formation of Highpointe Properties, LLC, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 9th day of March, 2016.





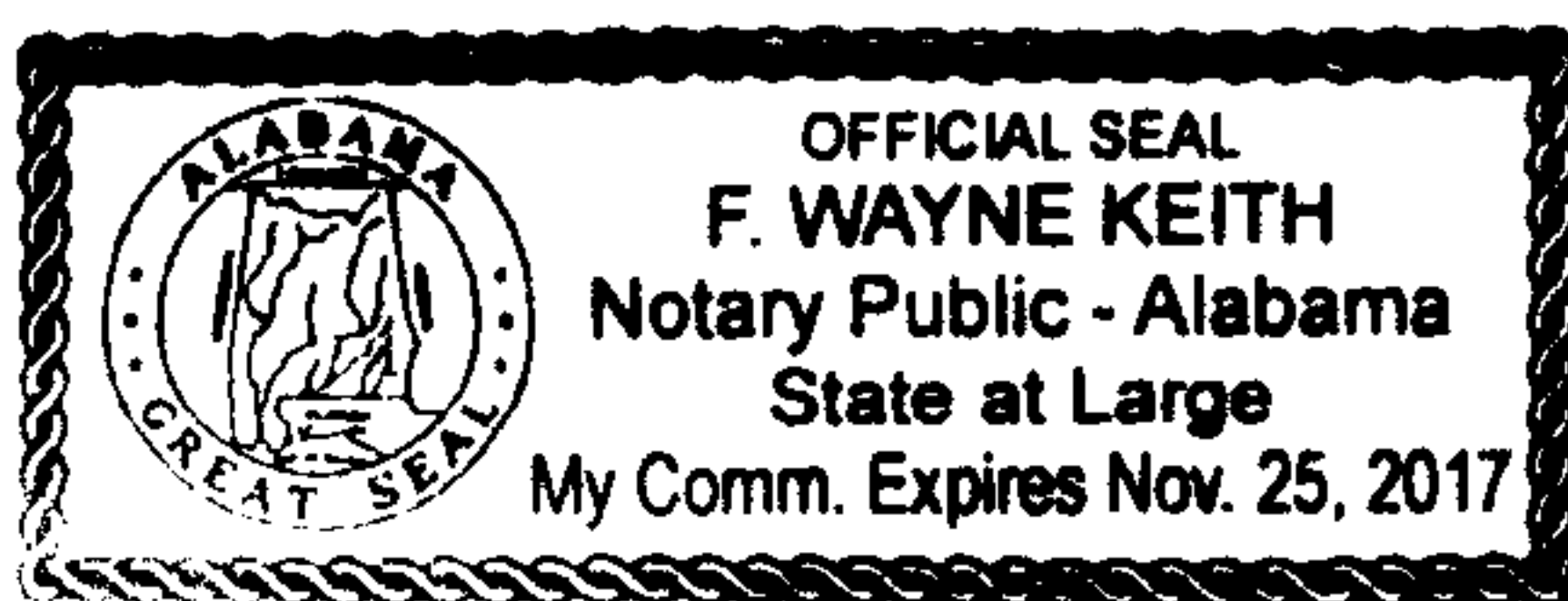
Notary Public


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Shelby Cnty Judge of Probate, AL
03/11/2016 03:01:05 PM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Connor Farmer, whose name is signed to the foregoing First Amendment to the Certificate of Formation of Highpointe Properties, LLC and who is known to me, acknowledged before me, that, being informed of the contents of said First Amendment to the Certificate of Formation of Highpointe Properties, LLC, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 9th day of March, 2016.






Notary Public

THIS INSTRUMENT PREPARED BY:
F. Wayne Keith, Attorney
Law Offices of F. Wayne Keith, PC
120 Bishop Circle
Pelham, Alabama 35124

**OPERATING AGREEMENT
OF
HIGHPOINTE PROPERTIES, LLC**


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This Operating Agreement (this "Agreement") is entered into this the 19th day of November, 2009 by Connor Farmer and Jerry R. Adams, Jr. ("Initial Members")

EXPLANATORY STATEMENT

The Initial Member has determined to organize and operate a limited liability company in accordance with the terms of, and subject to the conditions set forth in, this Agreement.

NOW, THEREFORE, for good and valuable consideration, this Agreement provides as follows:

1. DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Section 1. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Alabama Limited Liability Company Act, as amended from time to time.

"Agreement" means this Agreement, as amended from time to time.

"Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay Service Payments, current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements and replacements as determined by Members.

"Cessation of Membership" means, with respect to any Member, the occurrence of any of the following events:

- (1) the making of an assignment for the benefit of creditors;
- (2) the filing of a voluntary petition of bankruptcy;
- (3) the adjudication as a bankrupt or insolvent or the entry against Member of an order for relief in any bankruptcy or insolvency proceeding;
- (4) the filing of a petition or answer seeking for Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (5) the seeking, consenting to, or acquiescence in the appointment of a trustee for, receiver for, or liquidation of any Member or of all or any substantial part of Member's properties;

(6) the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against any Member in any proceeding described in Subsections (I) through (v);

(7) any proceeding against any Member. seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for Member or all or any substantial part of Member's properties without Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated; or

(8) any Member's death or adjudication by a court of competent jurisdiction as incompetent to manage Member's person or property

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means the limited liability company organized in accordance with this Agreement.

"Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from the Company.

"Interest Holder" means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

"Member" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (I) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with the Code.

"Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Successor" means all Persons to whom all or any part of an Interest is transferred either because of (i) the sale or gift by Member of all or any part of his/her Interest, (ii) an assignment of Member's interest due to Member's Cessation of membership, or (iii) because Member dies and the persons are Member's personal representatives, heirs, or legatees.

"Transfer" means, when used as a noun any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

"Withdrawal" means a Member's dissociation from the Company by any means.

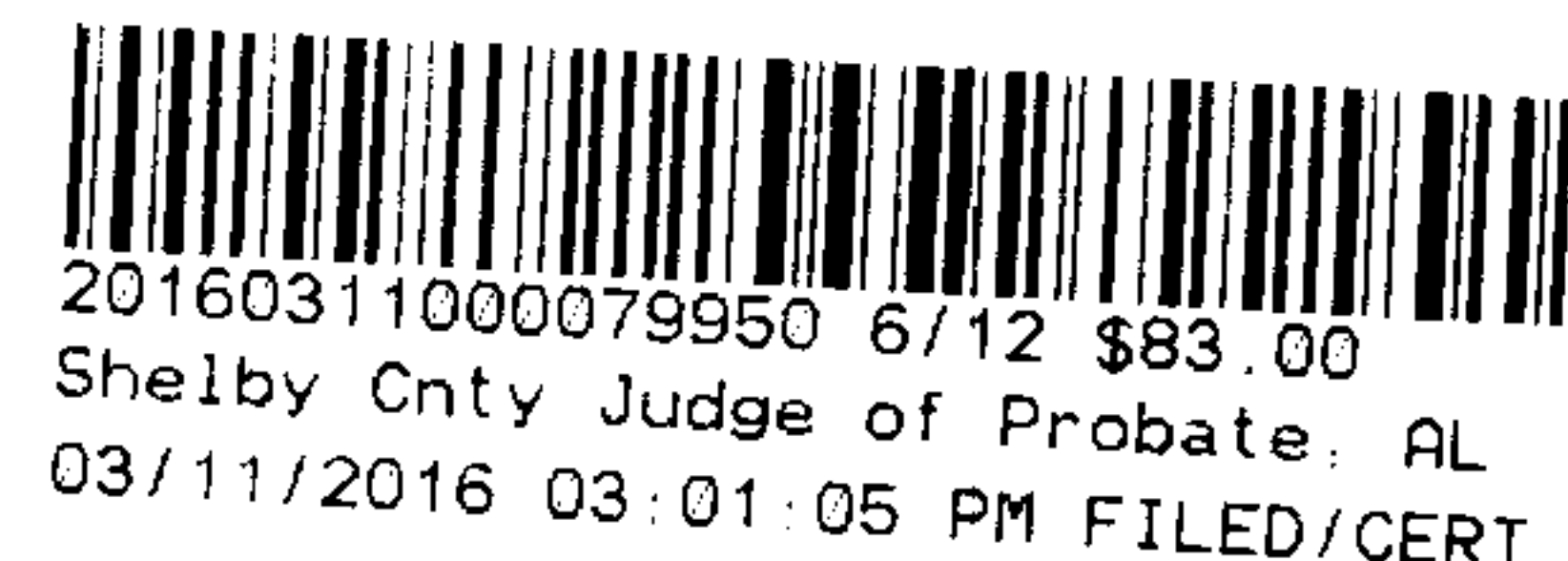
2. FORMATION AND NAME; OFFICE; PURPOSE; TERM

a. ORGANIZATION. Member hereby organizes a limited liability company pursuant to the Act and the provisions of this Agreement and, for that purpose, has caused Articles of Organization to be prepared, executed and filed with the Probate Judge of the county in which the initial registered office of the Company is located.

b. NAME OF THE COMPANY. The name of the Company shall be **HIGHPOINTE PROPERTIES, LLC**. The Company may do business under that name and under any other name or names upon which Member may, in his sole discretion, determine. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate if required by law.

c. PURPOSE. Company is organized to:

- I. To list, sell and broker real estate;
- ii. To have all of the powers permitted by the Act.



d. EFFECTIVE DATE. The Company's existence becomes effective upon the filing and acceptance of the Articles with the Probate Judge of the county in which the initial registered office of the Company is located.

e. TERM. The Company shall have perpetual duration, unless the term shall be modified by amendment to the Agreement and the Articles of Organization, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or the Agreement.

f. REGISTERED AGENT AND OFFICE. The registered agent for service of process and the registered office shall be that Person and location reflected in the Articles. The Company may from time to time, change its registered agent or registered office upon filing a statement of change with the Office of the Secretary of State of Alabama designating the name of a new agent for service of process together with the new agent's street address; provided that any change in registered agent shall not be effective until the statement of change is so filed with the Office of the Secretary of State of Alabama.

g. **PRINCIPAL OFFICE.** The principal office of the Company shall be located at 120 Bishop Circle, Pelham, Alabama 35124.

h. **MEMBERS.** The name, present mailing address and taxpayer identification number of Member is set forth on Exhibit A.

3. MEMBERS; CAPITAL; CAPITAL ACCOUNTS

a. **INITIAL CAPITAL CONTRIBUTIONS.** Upon the execution of this Agreement, the Initial Member shall contribute to the Company the sum of One Thousand and No/100 Dollars (\$1,000.00).

b. **CAPITAL CONTRIBUTIONS.** In the event that the Company has a need for additional capital and 51% or more of the membership votes for additional capital, all Members shall be required to contribute their pro rata share of the additional capital to the Company..

c. **LOANS.** Any Member may, at any time. make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

d. **PERSONAL LIABILITY.** Except as set forth in the Act, no Member shall have any personal liability for any obligations of the Company


4. PROFIT, LOSS, AND DISTRIBUTIONS MANAGEMENT.

a. **DISTRIBUTIONS OF CASH FLOW.** Cash Flow for each taxable year of the Company shall be distributed to Member at the times and in the amounts as determined by the Member as follows:

50% to Connor Farmer
50% to Jerry R. Adams, Jr.

b. **ALLOCATION OF PROFIT OR LOSS.** All Profit or Loss shall be allocated to Member as follows:

50% to Connor Farmer
50% to Jerry R. Adams, Jr.


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c. **LIQUIDATION AND DISSOLUTION.** If the Company is liquidated, the assets of the Company shall be distributed to Member or to a Successor or Successors as follows:

50% to Connor Farmer
50% to Jerry R. Adams, Jr.

5. MANAGEMENT; RIGHTS, POWERS, AND DUTIES

a. **MANAGEMENT.** The Company shall be managed by Connor Farmer, who shall be the Managing Member as defined in the Articles of Organization and this Operating Agreement.

b. LIABILITY AND INDEMNIFICATION.

i. Member shall not be liable, responsible or accountable, in damages or otherwise, to the Company for any act performed by him with respect to Company matters, except for fraud.

ii. The Company shall indemnify Member for any act performed by him with respect to Company matters, except for fraud.

6. TRANSFER OF INTERESTS

a. **TRANSFERS BY MEMBER.** Member may transfer all or any portion of, or their interest or rights in, their Membership Rights, to one or more Successors only with unanimous approval of all members.

b. **TRANSFER TO A SUCCESSOR.** In the event of any transfer of all or any part of Member's Interest to a Successor, the Successor shall thereupon become a Member and the Company shall be continued.

7. DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

a. **EVENTS OF DISSOLUTION.** The Company shall be dissolved upon the happening of any of the following events:

i. when the period fixed for its duration in Section 2.e has expired; or

ii. if Member determines, or if all of the Successors unanimously determine to dissolve the Company.

The Company shall not dissolve merely because of any or all of the Members' Cessation of membership.

b. **PROCEDURE FOR WINDING UP AND DISSOLUTION.** If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company in satisfaction of the liabilities of the Company, and then to the Person who is the Member of the Company in proportion to their interests.

c. **FILING OF ARTICLES OF DISSOLUTION.** If the Company is dissolved, Articles of Dissolution, shall be promptly filed as required by law. If there are no remaining Members, the Articles shall be filed by the last person to be a Member; if there are no remaining Members, or a person who last was a Member, the Articles shall be filed by the legal or personal representatives of the person who last was a Member.

8. BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

a. **BANK ACCOUNTS.** All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. Member shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.


b. **BOOKS AND RECORDS.** Member shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting principles and practices.

c. **ANNUAL ACCOUNTING PERIOD.** The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by Member, subject to the requirements and limitations of the Code.

9. BUY OUT PROVISIONS

a. **INVOLUNTARY BUY OUT.** The events that trigger the buy out of a member's interest under this operating agreement are:

1. an offer from an outsider to purchase that Member's interest in the company
2. a divorce settlement in which that Member's ex-spouse stands to receive a membership interest in the company
3. the foreclosure of a debt secured by that Member's interest
4. the personal bankruptcy of that Member, or
5. the disability, death, or incapacity of that Member


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b. **PURCHASE OF INTEREST.** That Member's Interest can be purchased only by remaining Members.

c. **VALUATION OF INTEREST.** That Member's interest for the purposes of purchase under this section shall be the book value as of the date of the happening of the event referred to in subsection 9a herein.

d. **VOLUNTARY BUY OUT.** Under this type of buy out, if any one Member desires to sell their interest to another Member or Members, then that Member can select the price at which they will be willing to sell that interest and the other Member or Members can either accept that offer and buy that interest at that price or sell their interest to the offering Member at the same pro rata price. The valuation of interest is established by the selection of the price by the initial offering Member. All

communication under this subsection must be in writing and the parties are strictly bound by these provisions.

10. GENERAL PROVISIONS

a. **ASSURANCES.** Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition operation, or holding of the property of the Company.

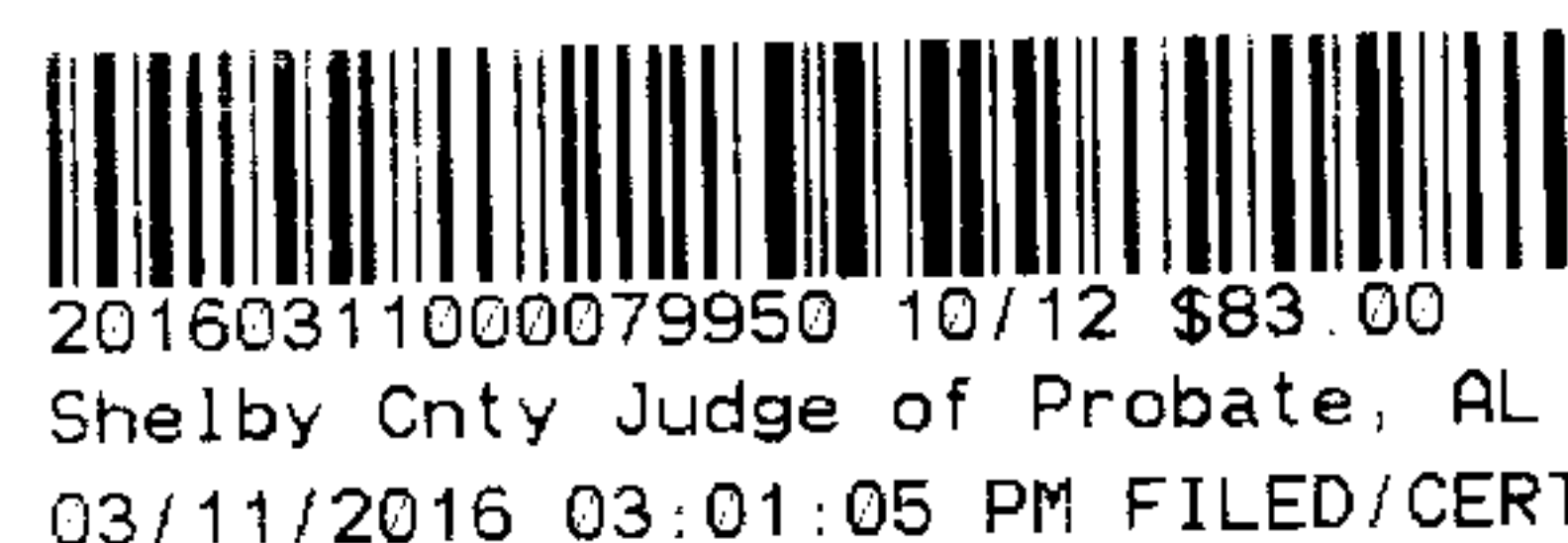
b. **NOTIFICATIONS.** Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail postage prepaid, return receipt requested. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addresses for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

c. **SPECIFIC PERFORMANCE.** The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which if not performed, would constitute a breach.

d. **COMPLETE AGREEMENT.** This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

e. **APPLICABLE LAW.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Alabama.

f. **SECTION TITLE.** The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof



g. **BINDING PROVISIONS.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns

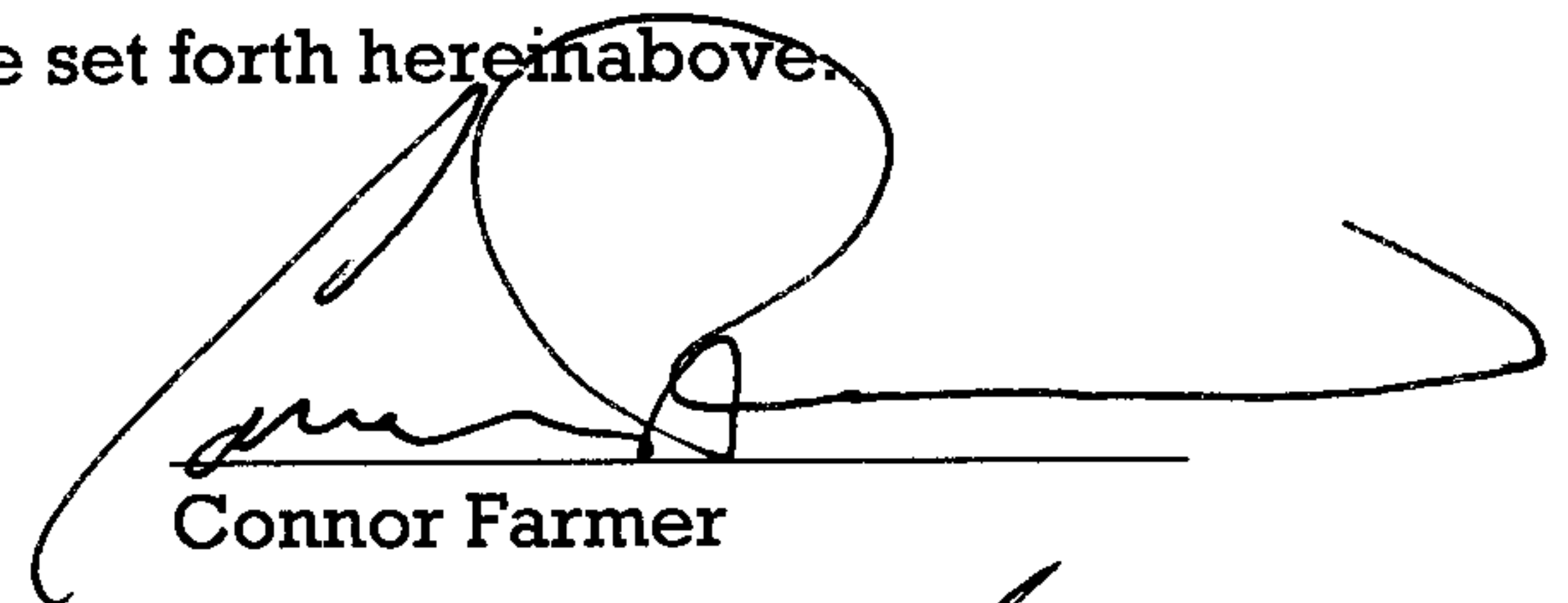
h. **JURISDICTION AND VENUE.** Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Northern District of Alabama or any Alabama State Court having jurisdiction over the subject matter of the dispute or matter. All members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

i. **TERMS.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in context require.

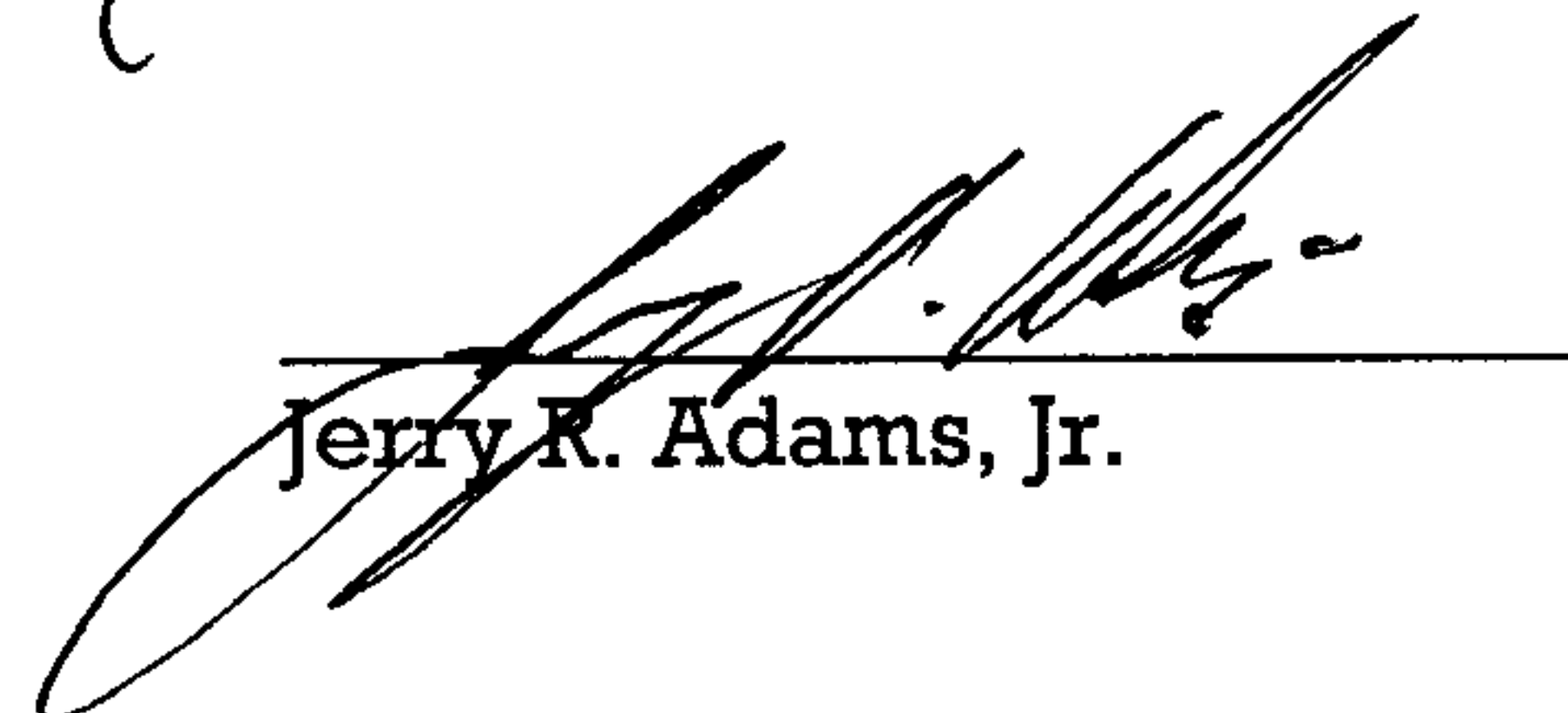
j. **SEPARABILITY OF PROVISIONS.** Each provision of this Agreement shall be considered separable; and if, for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

k. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.


IN WITNESS WHEREOF, each Initial Member has executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.



Connor Farmer



Jerry R. Adams, Jr.



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**AMENDED OPERATING AGREEMENT
OF
HIGHPOINTE PROPERTIES, LLC**

This Amendment to that Operating Agreement of Highpointe Properties, LLC is amended this the 9th day of March, 2016 by Connor Farmer, its Member. This Amended Operating Agreement amends that Operating Agreement of November 19, 2009 between the Initial Members by changing the following section:

4. PROFIT, LOSS, AND DISTRIBUTIONS MANAGEMENT.

a. DISTRIBUTIONS OF CASH FLOW. Cash Flow for each taxable year of the Company shall be distributed to Member at the times and in the amounts as determined by the Member as follows:

100% to Connor Farmer

b. ALLOCATION OF PROFIT OR LOSS. All Profit or Loss shall be allocated to Member as follows:

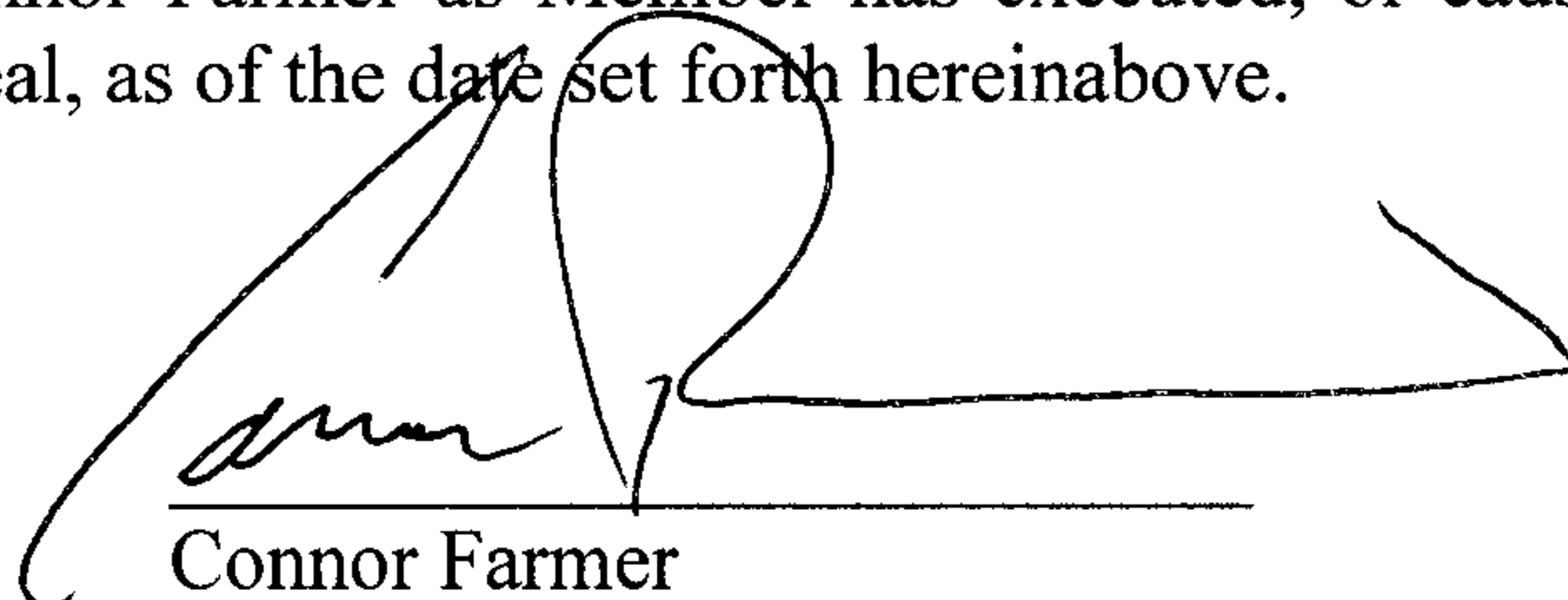
100% to Connor Farmer

c. LIQUIDATION AND DISSOLUTION. If the Company is liquidated, the assets of the Company shall be distributed to Member or to a Successor or Successors as follows:


100% to Connor Farmer

All other provisions of the initial Operating Agreement of November 19, 2009 shall remain in full force and effect.

IN WITNESS WHEREOF, Connor Farmer as Member has executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.



Connor Farmer


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