

**AMENDMENT TO ARTICLES OF ORGANIZATION
OF
PURE TURF PRODUCTS, LLC**

The undersigned, being all the members of Pure Turf Products, LLC, a limited liability company under the Code of Alabama, adopts the following amendment to the Articles of Organization for such limited liability company:

8. The address of the registered office of the company is 622 Cahaba Manor Trail, Pelham, Alabama, 35124 and the name of its registered agent at such address is Rick Rounsavall.

9. The number of the members of the company is 1 and the name and address of the person who is participating as a member of the company is Rick Rounsavall at 622 Cahaba Manor Trail, Pelham, Alabama, 35124.

10. The manager of the company is Rick Rounsavall of 622 Cahaba Manor Trail, Pelham, Alabama, 35124

DATED: 3-12-99



RICK ROUNSAVALL
622 Cahaba Manor Trail
Pelham, Alabama 351224



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 27, 2002
BIRMINGHAM, ALABAMA

Inst # 1999-10656

03/12/1999-10656
03:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 15.00

**PURCHASE AND SALE AGREEMENT
OF
PURE TURF PRODUCTS, LLC**

Be it known that Rodney Guy, 857 Westover Road, Harpersville, Alabama, 35078, and Rick Rounsavall, 1405 Chace Lake Parkway, Birmingham, Alabama, 35244, being the initial members of the company, Pure Turf Products, LLC, and remaining as the sole members and owners of said company, do desire the transfer of any ownership interest in said company by Rodney Guy to Rick Rounsavall to be effective immediately, this date.

WITNESSETH: that the undersigned, Rodney Guy, herein known as the Seller, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, has this day, sold, transferred and conveyed to Rick Rounsavall, herein known as the Buyer, any and all interest in the company known as Pure Turf Products, LLC d/b/a Pure Turf Products and Services. Said sale, transfer and conveyance is intended by Rodney Guy to transfer any ownership interests in any goodwill, assets, account receivables, inventory, any client of said business entity, any and all equipment owned and/or leased by said company, or any other property, real or personal, leased and/or owned by said company, as of this date.

FURTHER, the Buyer, Rick Rounsavall, hereby this day agrees to assume all responsibilities for the assets and debts of said company, Pure Turf Products, LLC, d/b/a Pure Turf Products and Services, and further agrees to pay to Rodney Guy, One Dollar (\$1.00) and other good and valuable consideration for the purchase of the goodwill, assets, account receivables, inventory, any client of said business entity, any and all equipment owned and/or leased by said company, or any other property, real or personal, leased and/or owned by said company, as of this date.

STATE OF ALABAMA)
COUNTY OF SHELBY)

Rodney Guy
RODNEY GUY, Seller

On this the 12 day of 3, 1999, before me, a Notary Public, in and for said county and state personally appeared RODNEY GUY, to me known, and who executed the foregoing instrument as Seller, and acknowledges that the same is true and correct and contains the entire agreement of the parties.

Allen F. Roshko
Notary Public
My commission expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 27, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF SHELBY)

Rick Rounsavall
RICK ROUNSAVALL, Buyer

On this the 12 day of 3, 1999, before me, a Notary Public, in and for said county and state personally appeared RICK ROUNSAVALL, to me known, and who executed the foregoing instrument as Buyer, and acknowledges that the same is true and correct and contains the entire agreement of the parties.

Allen F. Roshko
Notary Public
My commission expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 27, 2002
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