

# STATE OF ALABAMA

## DOMESTIC LIMITED LIABILITY COMPANY GUIDELINES ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

20080728000303780 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
07/28/2008 03:04:44PM FILED/CERT

### INSTRUCTIONS

**STEP 1:** WITHIN 30 DAYS OF A NAME CHANGE, FALSE OR ERRONEOUS STATEMENT IN THE ARTICLES OF ORGANIZATION, CHANGE IN THE PERIOD OF DURATION, OR A CHANGE IN ANY STATEMENT IN THE ARTICLES OF ORGANIZATION, AN AMENDMENT SHOULD BE FILED TO REFLECT THE OCCURRENCE OF THE EVENT(S).

**STEP 2:** FILE THE ORIGINAL AND TWO COPIES IN THE COUNTY WHERE THE ORIGINAL ARTICLES OF ORGANIZATION ARE FILED. THE SECRETARY OF STATE'S FILING FEE IS \$0. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO 10-12-11 OF THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT:

Article I The name of the limited liability company:

B + M LLC

Article II The date of filing of the articles of organization:

7/28/2008

Article III The following amendment was adopted in the manner provided for by the Alabama Limited Liability Act:

Article IV was changed removing Kevin P. May  
as a member and adding Ellentate D. Bell  
as a member

Article IV The amendment, consistent with the Limited Liability Company Act, was approved by a majority vote of the members entitled to vote or in accordance with the requirements set forth in the articles of organization and prescribed by law.

DATE

7/28/2008

Andrew Banks

Type or Print Name of Member

Andrew Banks

Signature of Member

**AGREEMENT**

This Agreement is made and entered into this 5<sup>th</sup> day of July, 2007 by and between KEVIN P. MAYS (hereinafter "MAYS") and ELLUNTATE DEON BELL (hereinafter "BELL").

**WITNESSETH:**

**WHEREAS**, MAYS is a member of the Alabama Limited Liability Company known as B & M, L.L.C.; and

**WHEREAS**, MAYS wishes to divest himself of all interest in the said B & M, L.L.C.; and


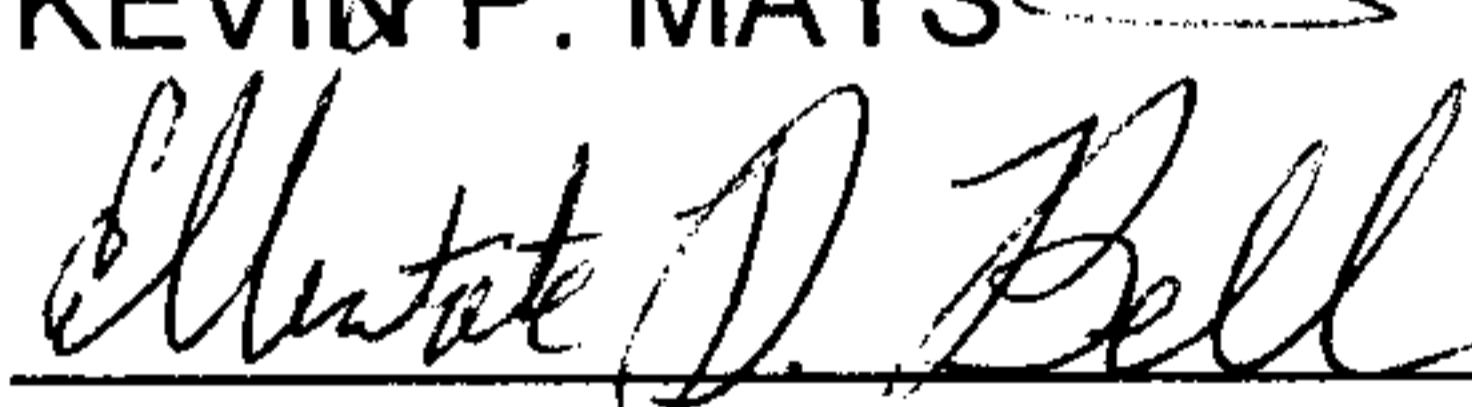
**WHEREAS** BELL wishes to purchase all interest of MAYS in B & M, L.L.C.

**NOW, THEREFORE**, in consideration of the payment of monies and in further consideration of the promises and covenants hereinafter set forth, the receipt, adequacy and sufficiency of which are acknowledged, MAYS and BELL agree as follows:

MAYS hereby agrees to execute an Assignment to BELL of all of his right, title and interest in and to B & M, L.L.C.

BELL agrees to indemnify and hold MAYS harmless for any debt or liability of B & M, LLC attributable to the interest assigned to BELL which arises after the date of the execution of the aforesaid assignment.

**IN WITNESS WHEREOF**, the undersigned have signed and executed this Agreement on the date set forth below.

  
\_\_\_\_\_  
KEVIN P. MAYS  
  
\_\_\_\_\_  
ELLUNTATE DEON BELL