


STATE OF ALABAMA)
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SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
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ARTICLES OF AMENDMENT TO PARTNERSHIP AGREEMENT OF TRICO, LLP

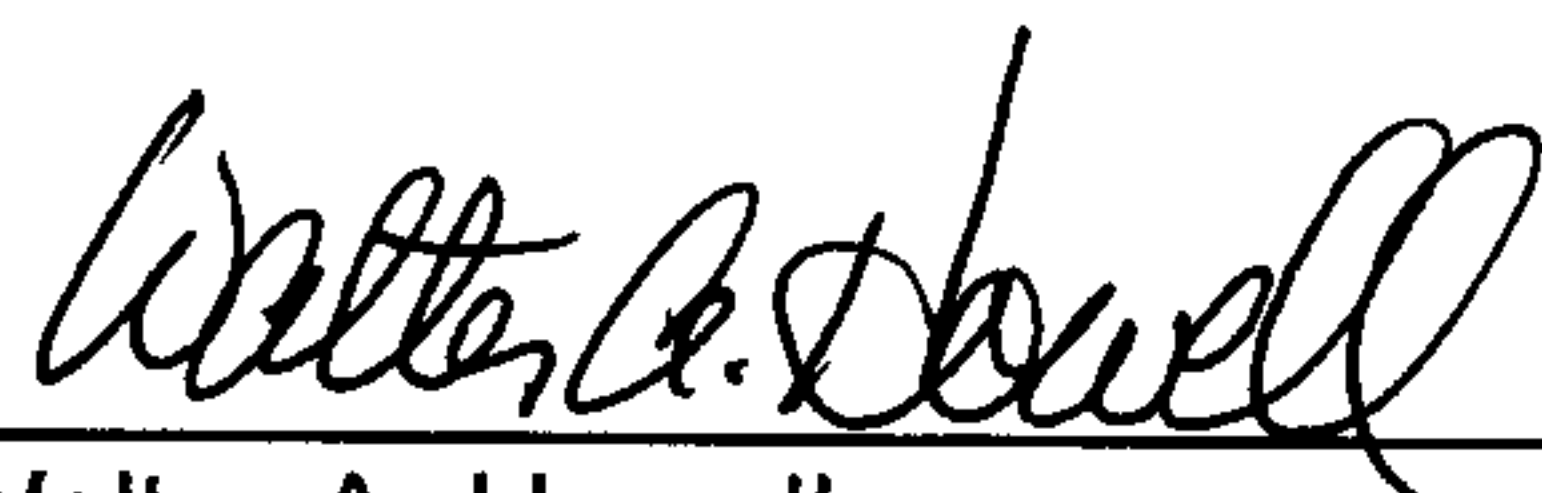
Pursuant to Alabama Code 10-A-101 et seq (Uniform Partnership Act), the undersigned hereby adopts these Articles of Amendment, which were adopted by Resolution on the 17th day of December, 2008. A copy of the Resolutions from the Special Meeting of partners of Trico, LLP, are attached hereto as Exhibit "A".

Paragraph 5 of the Partnership Agreement has been amended to read as follows:


5. The initial capital of the partnership shall be One Hundred and 00/100 Dollars (\$100.00). Each partner agrees to contribute cash or property at agreed valuation as follows:

Partner	Amount	Percent
Walter A. Howell	\$ 99.00	99%
Taylor Drescher	\$ 1.00	1%

IN WITNESS WHEREOF, the undersigned have set their hands and seal to this the 17th day of December, 2008.



Walter A. Howell



Taylor Drescher

MINUTES OF SPECIAL MEETING OF TRICO, LLP

The undersigned, representing all of the current partners of Trico, LLP, an Alabama limited liability partnership, acting by unanimous written consent pursuant to a Special Meeting held on the 17th day of December, 2008, hereby adopt the following resolutions:

RESOLVED: That Linda S. Howell, formerly a partner owning a 50% interest in Trico, LLP, has surrendered and assigned all of her partnership interest to Walter A. Howell, as evidenced in the Surrender and Assignment of Partnership Interest, which is attached to these minutes as Exhibit "1".

FURTHER RESOLVED: That Taylor Drescher is now a partner in Trico, LLP, holding such partnership interest as set forth in the paragraphs below.

FURTHER RESOLVED: That the Partnership Agreement of Trico, LLP, which was filed in the Office of the Judge of Probate of Shelby County on November 4, 1999, has been amended.

Paragraph 5 of the Partnership Agreement has been amended to read as follows:

5. The initial capital of the partnership shall be One Hundred and 00/100 Dollars (\$100.00). Each partner agrees to contribute cash or property at agreed valuation as follows:


<u>Partner</u>	<u>Amount</u>	<u>Percent</u>
Walter A. Howell	\$ 99.00	99%
Taylor Drescher	\$ 1.00	1%

IN WITNESS WHEREOF, the undersigned have set their hands and seal to this the 17th day of December, 2008.


Walter A. Howell


Linda S. Howell

EXHIBIT
"A"


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SURRENDER AND ASSIGNMENT OF PARTNERSHIP INTEREST

THIS SURRENDER AND ASSIGNMENT OF PARTNERSHIP INTEREST AGREEMENT is entered effective the 1st day of December, 2008, by and between LINDA STEWART HOWELL, an individual resident of the State of Alabama (hereinafter referred to as "Assignor") and WALTER ANDREW HOWELL, an individual resident of the State of Alabama (hereinafter referred to as "Assignee").

1. For good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to that certain Final Judgment of Divorce, rendered in the Circuit Court of Shelby County, Alabama, in Case No. DR-2007-900272.00, styled as Linda Stewart Howell vs. Walter Andrew Howell, the Assignor hereby surrenders and assigns to Assignee all Assignor's partnership interest in Trico, LLP, an Alabama limited liability partnership.

2. This Agreement shall be construed and governed in accordance with the laws of the State of Alabama.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


ASSIGNOR:


Linda Stewart Howell

ASSIGNEE:


Walter Andrew Howell

EXHIBIT
"1"


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