

STATE OF ALABAMA

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

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:
GYM POWER, LLC
- Article II* The date of filing of the articles of organization: NOVEMBER 18, 1998
- Article III* The following amendment was adopted in the manner provided for by the Alabama Limited Liability Act: REMOVE MEMBERS
GEORGE L. CARTER JR., ROY DALE CARTER
AND GEORGE CARTER WERE NO LONGER
MEMBERS OF THE LLC AS OF JUNE 23, 2004
AS SET FORTH ON ATTACHED EXHIBIT 'A'
- 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.

EFFECTIVE DATE JUNE 23, 2004

Roy Dale Carter
Type or Print Name of Member
Roy Dale Carter
Signature of Member

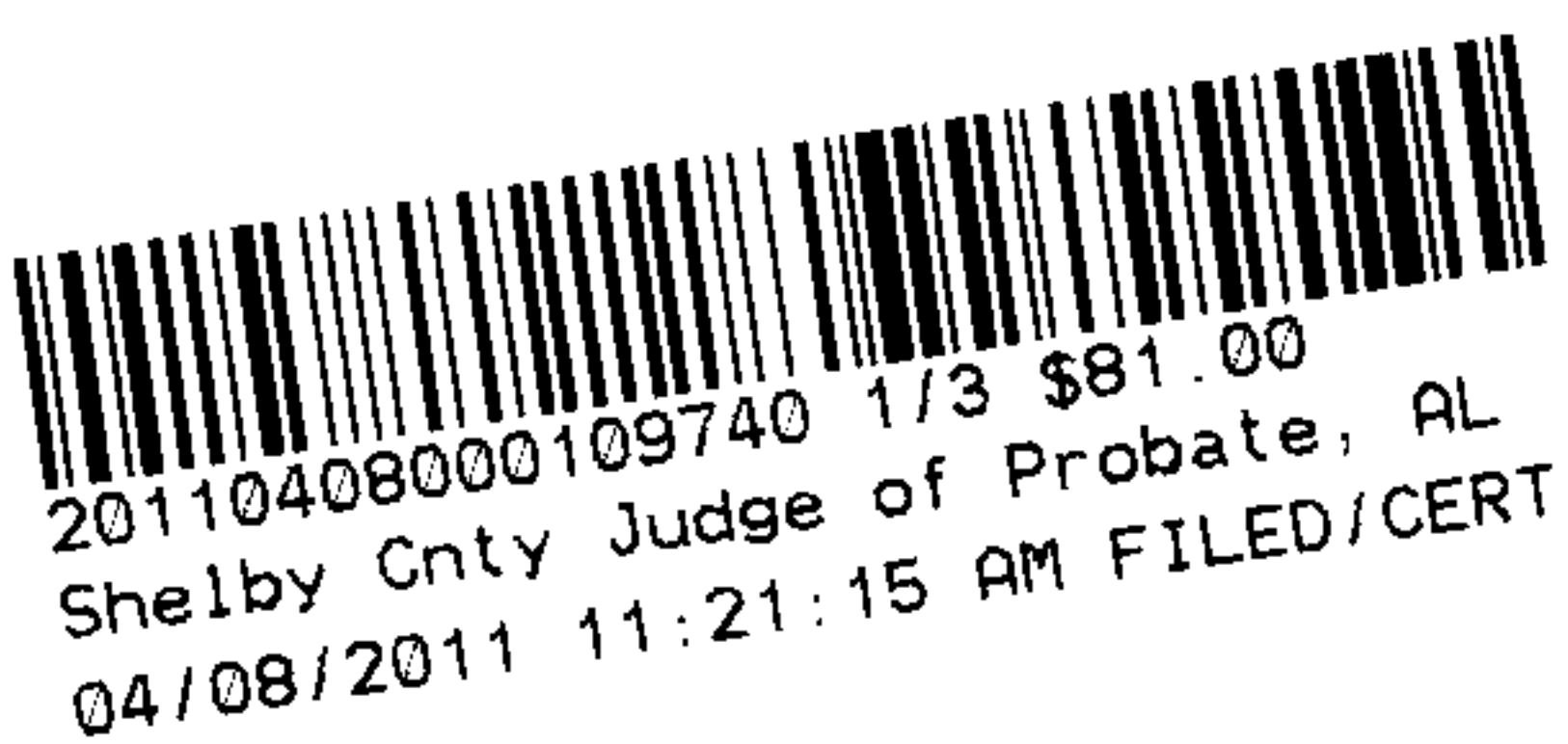


EXHIBIT A

STATE OF ALABAMA)
SHELBY COUNTY)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, in consideration of \$10.00 and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned Roy Dale Carter, George L. Carter, Jr. and George Carter (collectively herein "Sellers") do, by their signatures hereto, remise, quitclaim, grant, sell and convey unto Ron McNeely (herein "Purchaser") all of Sellers right, title and interest in and to Gym Power, LLC, and Alabama Limited Liability Company (herein the "LLC") and the real property (herein the "Realty") wherein the business of the LLC is located.

Sellers warrant to Purchaser that Sellers have not previously conveyed or encumbered Sellers interest in the LLC or the Realty. Other than these warranties, Seller makes not warranty as to the interests transferred by this instrument.

TO HAVE AND TO HOLD unto Purchaser, his heirs, successors and assigns forever.

Purchaser and the LLC, for good and valuable considerations, do hereby agree to indemnify and hold Sellers harmless from any claims, demands, suits, causes of action or otherwise resulting from or relating to the operation and ownership of the LLC and the Realty up to the date of this instrument.

He *we* *Robert*

DONE this 23 day of June, 2004.

SELLERS:

Roy Dale Carter
Roy Dale Carter

George L. Carter, Jr.
George L. Carter, Jr.

George Carter
George Carter

Gym Power, LLC

By: *[Signature]*

Its: Manager

PURCHASER:

Ron McNeely
Ron McNeely




20110408000109740 2/3 \$81.00
Shelby Cnty Judge of Probate, AL
04/08/2011 11:21:15 AM FILED/CERT

He *we* *Robert*
ALL PARTIES to this instrument hereby
RELEASE and discharge EACH other FROM
ANY & all claims involving the operation
of the LLC up until the date of
this instrument.


Monday, June 21, 2004

To Whom It May Concern,

I, Roy Dale Carter, do appoint George L Carter to act as my agent and do assign Power of Attorney to George L. Carter to transfer my interest and ownership of Powerhouse Gym and all stock owned by Roy Dale Carter, as he desires.


Roy Dale Carter

Cynthia Yvonne Hukew
9-25-06


20110408000109740 3/3 \$81.00
Shelby Cnty Judge of Probate, AL
04/08/2011 11:21:15 AM FILED/CERT