

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of \$50.00 for standard processing or \$150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.



20120405000118130 1/4 \$81.00
Shelby Cnty Judge of Probate, AL
04/05/2012 04:12:03 PM FILED/CERT

(For County Probate Office Use Only)

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

Integrity Capital, LLC

2. The date the Certificate of Formation was filed in the county: 01 / 22 / 2009 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 429 - 465 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

Brandon L. Blankenship
15 South Lake Lane, Suite 350
Birmingham, AL 35244

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: Miscellaneous Filing - 04-28-2009

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State **must** be attached.]

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

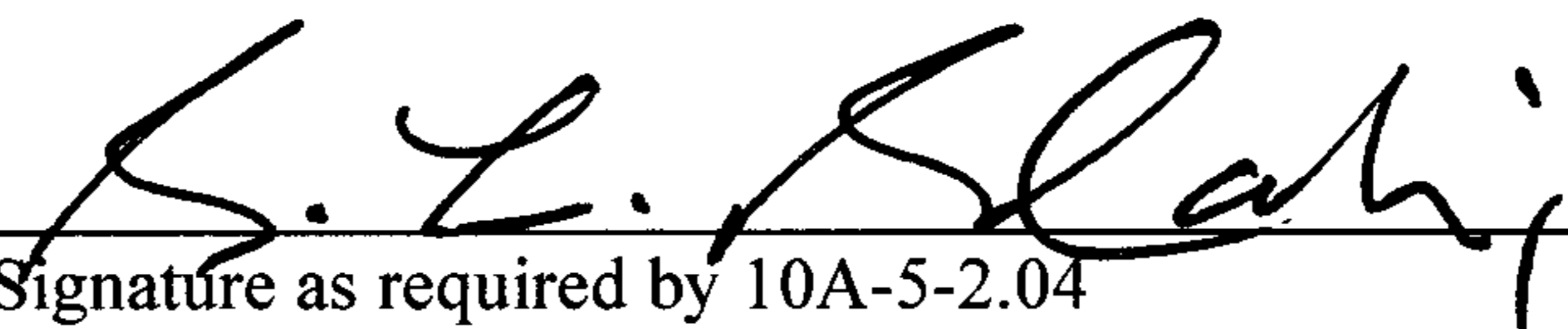
5. The following amendment was adopted on 12 / 20 / 2009 (format MM/DD/YYYY):

Membership Interest Sale Agreement (Back to LLC)

Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama* of 1975 and the governing documents of this entity.

03 / 21 / 2012
Date (MM/DD/YYYY)


Signature as required by 10A-5-2.04

Brandon L. Blankenship
Typed Name of Above Signature

Former member
Typed Title/Capacity to Sign under 10A-5-2.04

MEMBERSHIP INTEREST SALE AGREEMENT

THIS MEMBERSHIP INTEREST SALE AGREEMENT (the "Agreement") is made and entered into as of the 21st day of December 2009, by and between **Integrity Capital, LLC**, an Alabama limited liability company (the "Company"), and **Brandon L. Blankenship** ("Blankenship").

BACKGROUND

WHEREAS, Blankenship and **Christopher S. Linton** ("Linton") entered into certain discussions regarding the formation of the Company, and as a result of such discussions the Articles of Organization of the Company listed Blankenship as a member of the Company; and

WHEREAS, Blankenship has not contributed any assets to the Company and agrees to surrender all interests and rights he may have as a member of the Company;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Blankenship hereby agrees as follows:

1. **Sale and Assignment.** On the terms and subject to the conditions set forth in this Agreement, Blankenship hereby sells to Company, and Company hereby purchases from Blankenship, all of Blankenship's rights, title and interest in and to the Company.

2. **Withdrawal of Member.** Blankenship hereby withdraws and resigns from the Company and is hereby released from its liabilities and ceases to be bound by its obligations as a Member of Company, including without limitation any liabilities or obligations arising under or with respect to the LLC Agreement.


3. **Representations.** Blankenship represents and warrants to the Company that (a) Blankenship has carefully read and understands all of the provisions of this agreement and is voluntarily entering into this Agreement, and (b) Blankenship has not heretofore assigned or transferred in any way to any other person, firm, or entity all or any matters released hereby, including but not limited to any claim which Blankenship may have had in the past or may have now or in the future arising out of any Claims.

4. **Miscellaneous.** This Agreement constitutes the entire agreement of Blankenship and the Company with respect to the subject matter hereof and supersedes all previous and contemporaneous oral or written negotiations, agreements, arrangements and understandings relating to the subject matter hereof. There have been no representations or statements, oral or written, that have been relied on by Blankenship, except those expressly set forth in this Agreement. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Alabama without regard to the application of its conflict of laws rules. This Agreement shall be binding upon and shall inure to the benefit of Blankenship and Blankenship's successors and permitted assigns, if any.



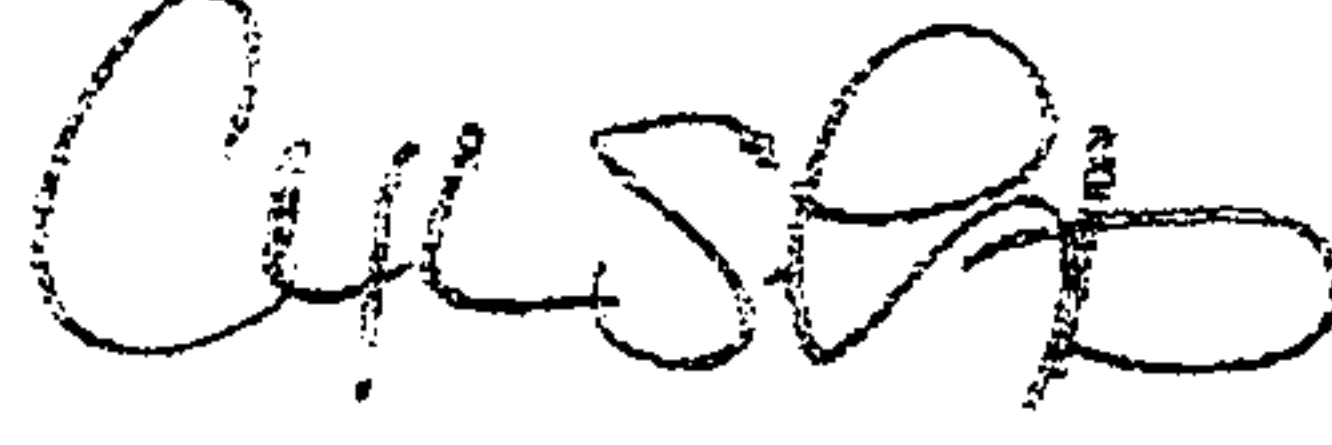
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IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned parties have duly executed and delivered this Agreement as of the day and year first above written.



Brandon L. Blankenship

INTEGRITY CAPITAL, LLC



By: Christopher S. Linton
Its: Chief Executive Officer

