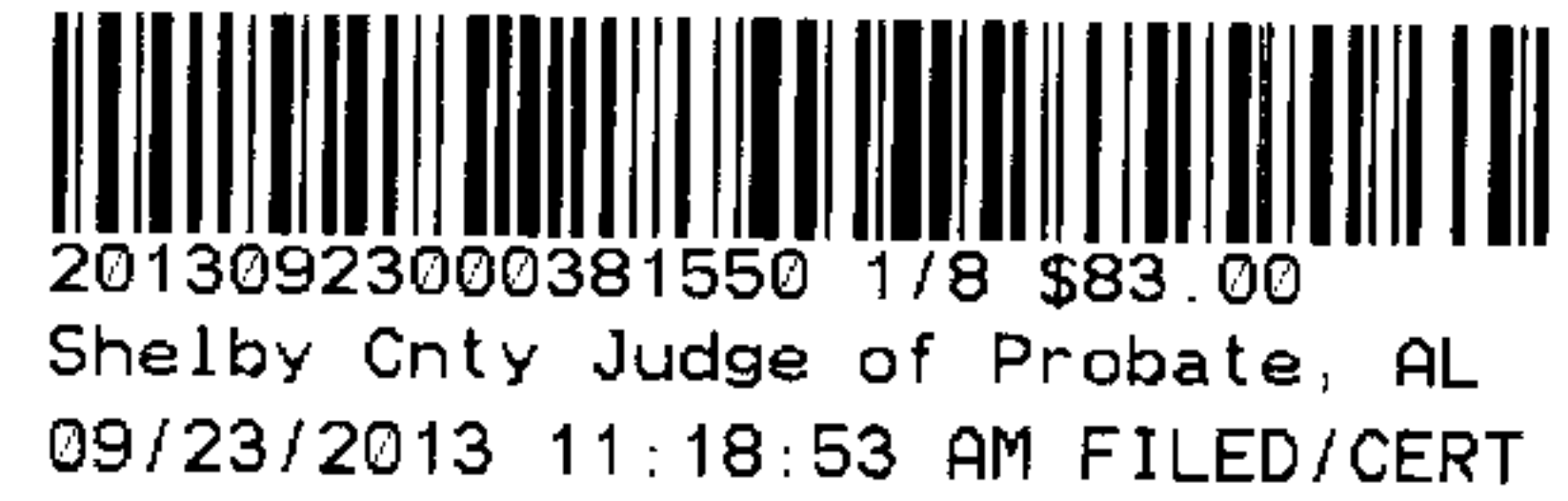


STATE OF ALABAMA

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](http://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.



(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:

Buck's Pizza of Alabaster LLC

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

3. Alabama Entity ID Number (Format: 000-000): 278 - 285 **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](http://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)

Hunter Spradlin  
251 Buck Creek Plaza  
Alabaster, AL 35007

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: \_\_\_\_\_

**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.]

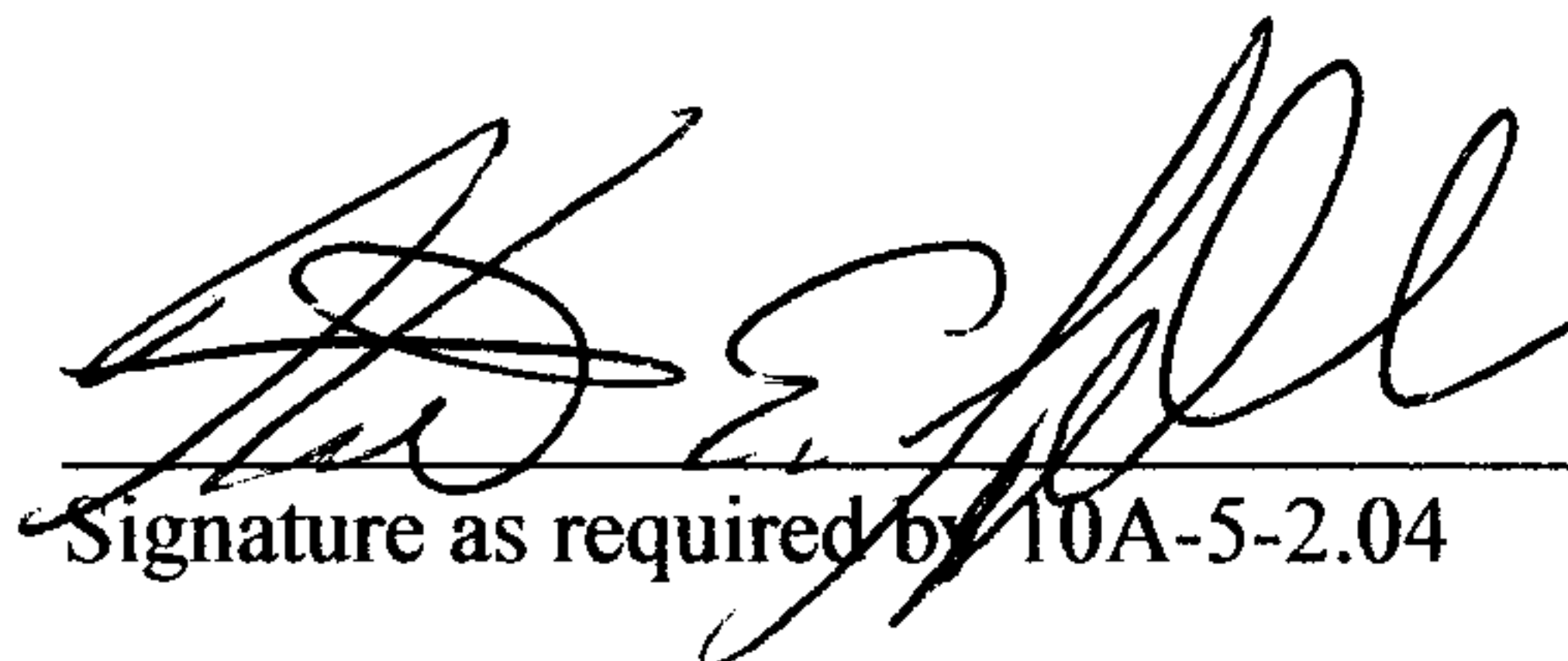
5. The following amendment was adopted on Sept / 18<sup>th</sup> / 2012 (format MM/DD/YYYY):

See attached

☐ 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.

09 / 23 / 2013  
Date (MM/DD/YYYY)

  
Signature as required by 10A-5-2.04

Hunter E. Spradlin  
Typed Name of Above Signature

Vice President / Manager  
Typed Title/Capacity to Sign under 10A-5-2.04





## UNIT PURCHASE AGREEMENT

This Unit Purchase Agreement ("Agreement") is entered into as of the 18<sup>th</sup> day of sept 2012 by and between HUNTER EDWARD SPRADLIN, an individual ("Purchaser"); ANDREA BECK SPRADLIN, an individual ("Purchaser"); RANDALL EDWARD SPRADLIN, an individual ("Seller"); and BUCK'S PIZZA OF ALABASTER, LLC, an Alabama limited liability company (the "Company").

### RECITALS:

A. According to "Articles of Organization of Buck's Pizza of Alabaster, LLC" Randall Edward Spradlin ("Seller") is the Initial Member of the "Company" and owns 100 units of stock which is equivalent to 100% of all shares of the "Company".

B. Hunter Edward Spradlin ("Purchaser") desires to purchase 40 units of stock or 40% of the Company for labor hours invested and the intangible value of his relationship to the Franchisor and discounts allowed the "Company" due to that relationship.

C. "Seller" desires to sell for \$1.00 per unit the remaining 60 units or 60% of "Company" to Andrea Beck Spradlin "Purchaser".

D. Contingency to the unit purchase are as follows and are agreed upon by all parties upon the execution of this Unit Purchase Agreement:

1. Andrea Beck Spradlin to hold the office of President.
2. Hunter Edward Spradlin to hold the office of Vice President of Operations and Manager.
3. If Hunter Edward Spradlin for any reason is no longer employed at the "Company" his stock units will be forfeited back to the "Company" for zero dollars.
4. As Manager Hunter Spradlin must provide to Andrea Spradlin; weekly sales reports, and payroll reports. A month end sales report should be provided and reviewed with Andrea Spradlin within 5 days from the end of the reported month.
5. If and when the "Company" begins to make a profit over and above all operating expenses "Purchasers" agree to repay to the best of their ability or as they see fit any outstanding loans or development cost incurred by "Seller".
6. "Seller" agrees to remain the guarantor on the property lease for the length of the first term.

7. Any and all deposits paid by the "Seller" are to be returned to the "Seller" if circumstances exist that those deposits are returned back to the "Company".

E. Seller desires to sell, and Purchaser desires to purchase the Units, all on the terms and conditions hereinafter set forth, free and clear of all liens, claims and encumbrances.

F. Upon completion of the Unit purchase, Seller will no longer be a Member of the Company pursuant to this agreement..

G. Capitalized terms used herein and not otherwise defined, shall have the meaning set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, agreements and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

## ARTICLE I

### SALE AND PURCHASE OF UNITS

ARTICLE I.1 **Sale and Purchase of Units.** Subject to the terms of this Agreement, Seller hereby sells the Units to Purchaser and Purchaser hereby purchases the Units from Seller on the Closing Date (as defined herein), free and clear of any liens, claims and encumbrances.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF EACH SELLER

As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Seller hereby represents and warrants to Purchaser each of the following:

ARTICLE II.1 **Existence.** Seller has all requisite power and authority to execute and deliver this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto and to consummate the transactions contemplated hereby.

ARTICLE II.2 **Authority Relative to Agreement.** This Agreement has been duly and validly executed and delivered by Seller and constitutes a legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors rights generally and except as may be limited by general principles of equity.



ARTICLE II.3 **Title to Ownership Interest.** Seller will deliver to Purchaser at the Closing title to the Units, subject to no mortgage, pledge, lien, conditional sales agreement, encumbrance, security interest, charge, or claim.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF PURCHASERS

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser hereby represents and warrants to Seller the following:

ARTICLE III.1 **Existence.** Purchaser has all requisite power and authority to execute and deliver this Agreement and the other documents and instruments to be executed and delivered by Purchaser pursuant hereto and to consummate the transactions contemplated hereby.

ARTICLE III.2 **Authority Relative to Agreement.** This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a legal, valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors rights generally and except as may be limited by general principles of equity.

### ARTICLE IV

#### CERTAIN ADDITIONAL AGREEMENTS

ARTICLE IV.1 **Reasonable Efforts; Additional Actions.** Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all action, and to do or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, including using all reasonable efforts to (i) obtain all consents under the terms of any of the Company's contractual arrangements required by the transactions contemplated by this Agreement, (ii) effect promptly all necessary or appropriate registrations and filings with governmental entities, and (iii) fulfill or cause the fulfillment of the conditions to Closing set forth herein.

### ARTICLE V

#### THE CLOSING

ARTICLE V.1 **Time and Place.** The Closing of the transactions contemplated hereby (the "Closing") is taking place simultaneously with the execution of this Agreement on ~~xxx 12~~ 12, 2012 (the "Closing Date").

ARTICLE V.2 **Deliveries by the Sellers at Closing.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following:

- (a) an Assignment Agreement conveying the Units to Purchaser; and
- (b) all such further instruments and documents as Purchaser may reasonably request for the effective conveyance, assignment or transfer to Purchaser of the Units.

ARTICLE V.3 **Deliveries by Purchaser at Closing.** At the Closing, Purchaser shall deliver to Seller the following:

- (a) the Purchase Price, as determined in the "Recitals" page
- (b) all such instruments and documents as Seller may reasonably request for the effective conveyance, assignment or transfer by Seller of the Units.

## ARTICLE VI

### MISCELLANEOUS

ARTICLE VI.1 **Notices.** All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to the party by personal delivery or telephonic facsimile transmission or the second day following the date deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested.

ARTICLE VI.2 **Binding Agreement.** This Agreement and the right of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, estates and legal representatives. Notwithstanding any other provision herein or in any other document executed in connection herewith, neither this Agreement nor such other documents shall create benefits on behalf of any person who is not a party hereto.

ARTICLE VI.3 **Assignment.** No party may assign its rights under this Agreement without the prior written consent of the other parties.

ARTICLE VI.4 **Entire Agreement.** This Agreement and the documents delivered pursuant hereto, constitute the entire Agreement and understanding among the parties



hereto with respect to the subject matter hereof and supersede and revoke any prior agreement or understanding relating to the subject matter of this Agreement.

ARTICLE VI.5 **Counterparts.** This Agreement may be executed in any number of counterparts, including by means of facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

ARTICLE VI.6 **Further Assurances.** Upon reasonable request from time to time the parties hereto will deliver and/or execute such further instruments as are necessary or appropriate to the consummation of the transactions contemplated by this Agreement.

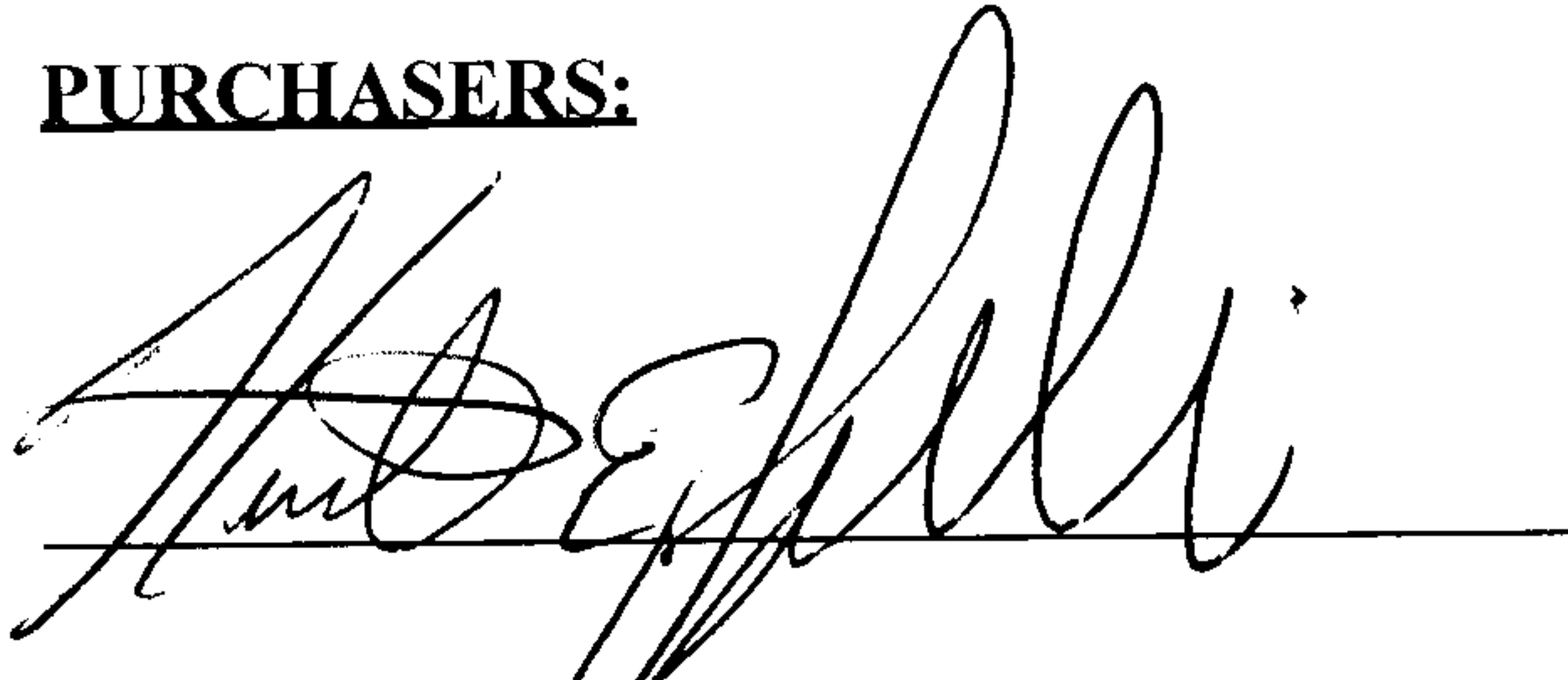
ARTICLE VI.7 **Cooperation.** The parties hereto will cooperate fully with each other and their respective counsel and accountants in connection with all steps to be taken as part of their obligations under this Agreement.

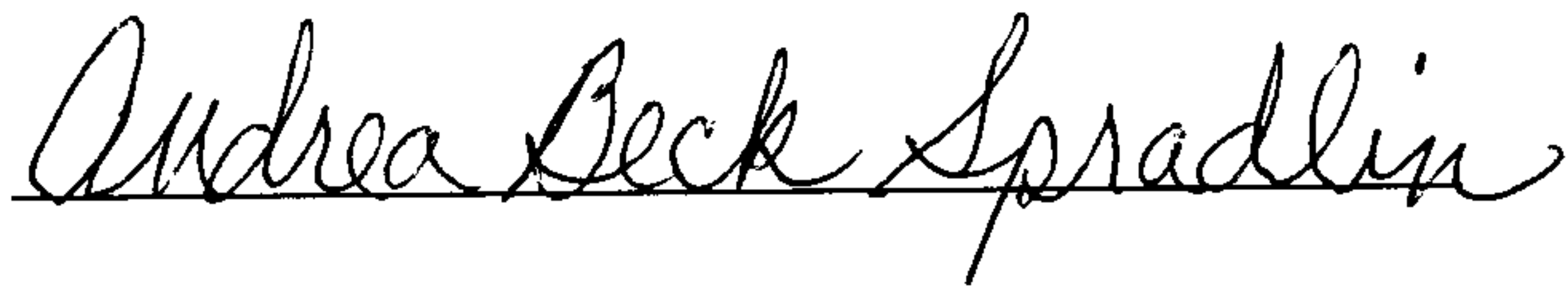
ARTICLE VI.8 **Governing Law.** This Agreement shall be governed and regulated and the rights and liabilities of all parties hereto shall be construed in courts of the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned parties have entered into and executed this Agreement to be effective as of the day and year first above written.

Signatures on Following Page

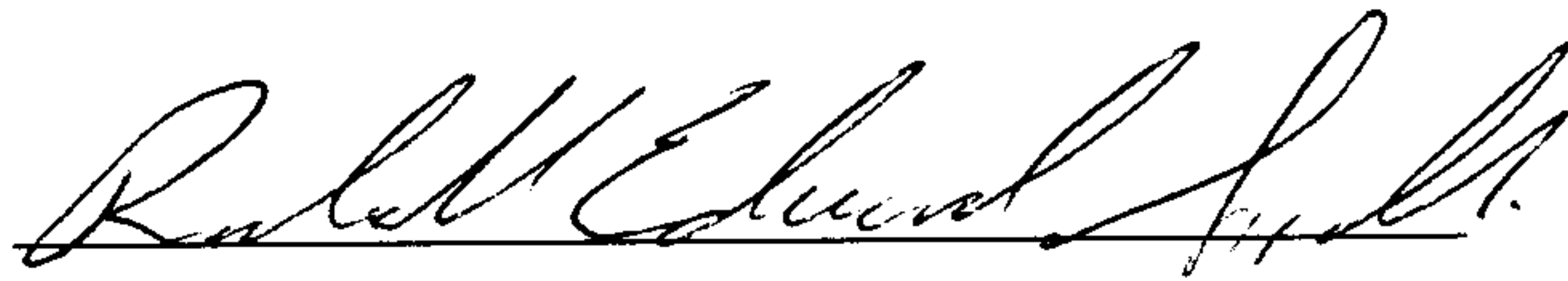
**PURCHASERS:**

  
Hunter Edward Spradlin



Andrea Beck Spradlin


**SELLER:**



Randall Edward Spradlin

**THE COMPANY:**

Buck's Pizza of Alabaster, LLC

By: 

Randall Edward Spradlin, Member Owner