

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.


20140102000000510 1/6 \$83.00
Shelby Cnty Judge of Probate, AL
01/02/2014 10:46:24 AM FILED/CERT

(For County Probate Office Use Only)

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.

This form must be typed or laser printed.

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

Parkwood Properties, LLC

2. The date the Certificate of Formation was filed in the county: 10 / 01 / 2003 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 693 - 855 **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)

Amanda Watson
3978 Parkwood Road SE
Bessemer, AL 35022

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 12 / 31 / 2013 (format MM/DD/YYYY):

Assingment of Interest in Parkwood Properties, 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.

12 / 31 / 2013
Date (MM/DD/YYYY)


Signature as required by 10A-5-2.04

Glenn Siddle
Typed Name of Above Signature

Managing Member
Typed Title/Capacity to Sign under 10A-5-2.04

**ASSIGNMENT OF INTEREST IN
PARKWOOD PROPERTIES, LLC
AN ALABAMA LIMITED LIABILITY COMPANY**

THIS ASSIGNMENT OF INTEREST IN LIMITED LIABILITY COMPANY, made and entered into effective this 31st day of December, 2013, between **LUCY SIDDLE** (hereinafter referred to as the "Assignor"), and **GLENN C. SIDDLE** (hereinafter referred to as the "Assignee"), as follows:

WITNESSETH:

WHEREAS, PARKWOOD PROPERTIES, LLC, an ALABAMA limited liability company (hereinafter referred to as the "Company"), was created on 10/1/2003; and

WHEREAS, Assignor desire to transfer and assign her entire Membership Interest ("Membership Interest") in the Company, consisting of a FIFTY PERCENT (50%) Membership Interest, including such Assignor's property rights, to Assignee, and Assignee desires to acquire the Membership Interest.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties, the parties do hereby agree and bind themselves as follows:

1. For and in consideration of the sum of the greater of Ten Dollars (\$10.00) and other good and valuable consideration, see attached Agreement, made a part hereto by reference as Exhibit "A", the receipt of which is hereby acknowledged, the Assignor does hereby transfer, assign and set over to the Assignee all of his right, title and interest in and to the Membership Interest, including Assignor's property rights, free and clear of all claims, liens, charges or encumbrances of any kind. Assignee hereby agrees that Assignee will assume all of the obligations, rights and responsibilities of the Assignor with respect to the ownership of said Membership Interest. The Assignee further agrees to consent and be bound by the terms of the Operating Agreement of the Company with respect to said Membership Interest.

2. In further consideration of the premises and the mutual covenants of the parties, Assignor does hereby indemnify and hold harmless Assignee from any and all claims, demands, damages, actions or causes of actions, obligations, responsibilities, liabilities, loss, claims, costs or expenses, including attorneys fees associated with Assignor's ownership of the Membership Interest, and Assignee does hereby indemnify and hold Assignor harmless from any and all claims, demands, damages, actions or causes of action, obligations, responsibilities, liabilities, loss, claims, costs or expenses, including attorneys fees associated with Assignee's ownership of the Membership Interest.


20140102000000510 3/6 \$83.00
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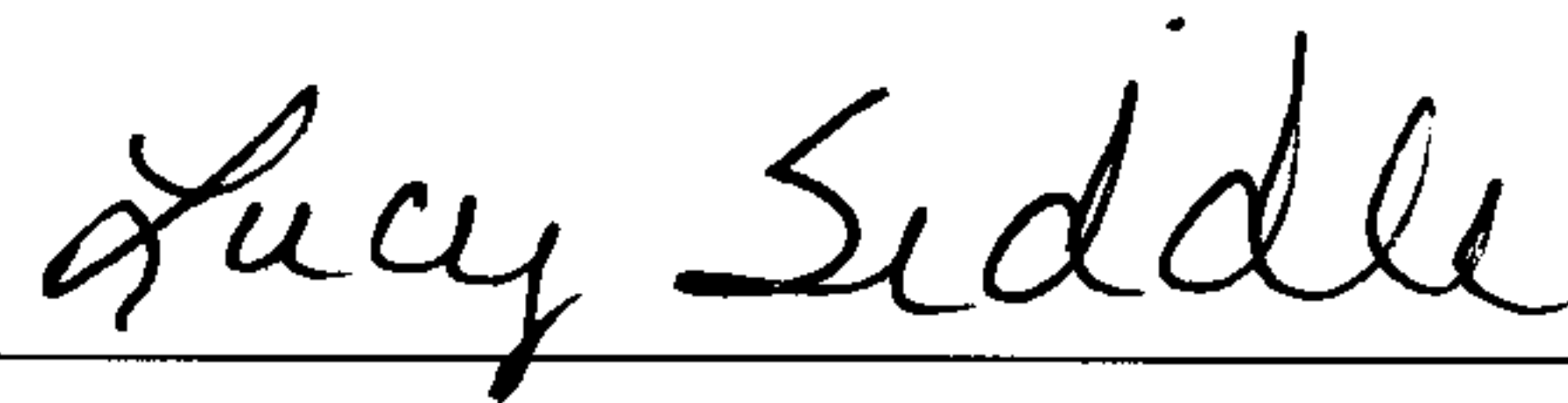
3. This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties hereto.

4. The construction, validity and enforcement of this Assignment shall be determined according to the laws of the State of ALABAMA.

5. Any amendment to this Agreement must be in writing and signed by all parties hereto.

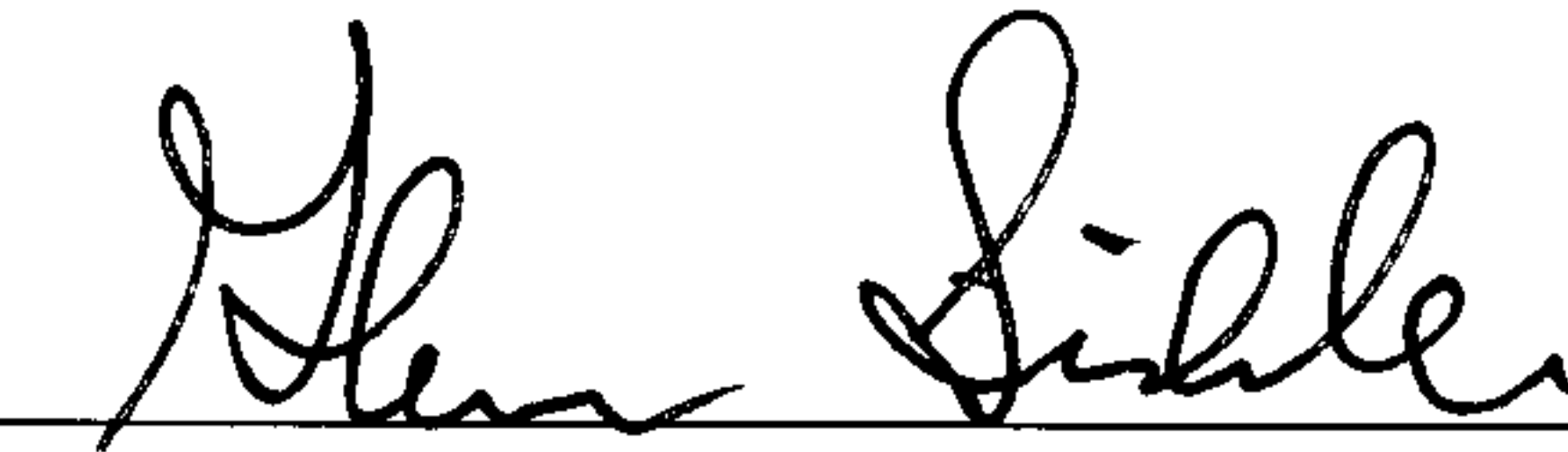
IN WITNESS WHEREOF, the undersigned have executed this Assignment effective the 31st day of December, 2013.

(ASSIGNOR)



Lucy Siddle, Member
Fifty Percent Interest (50%)

(ASSIGNEE)



Glenn C. Siddle, Member
Fifty Percent Interest (50%)

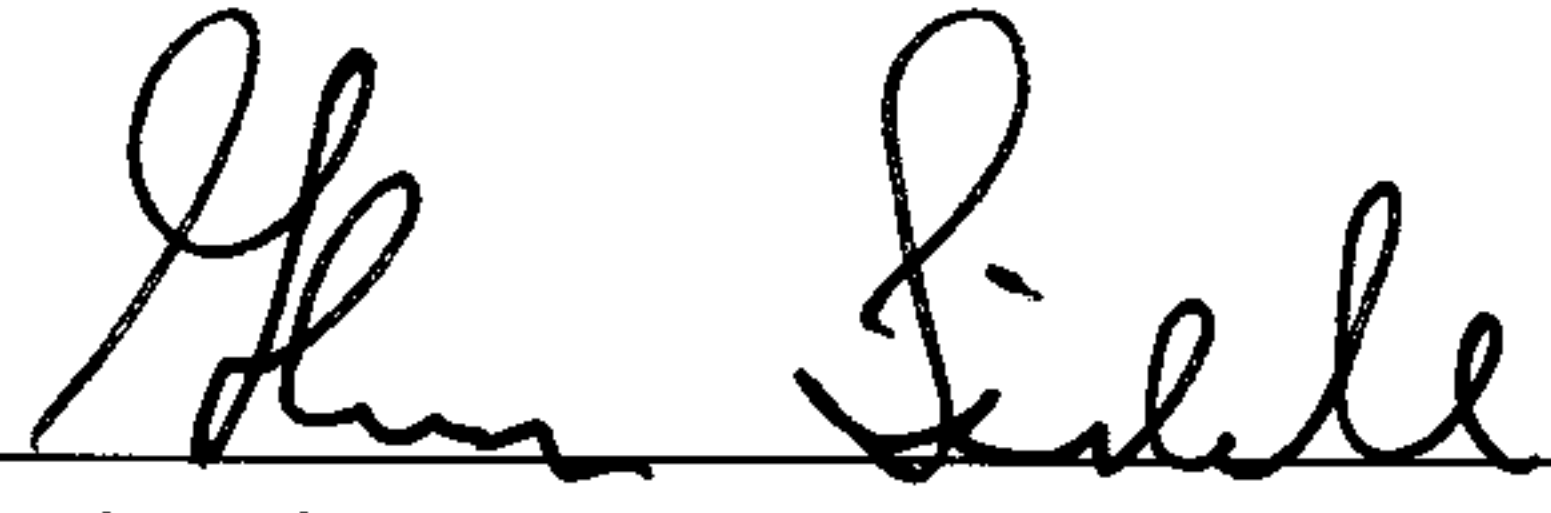


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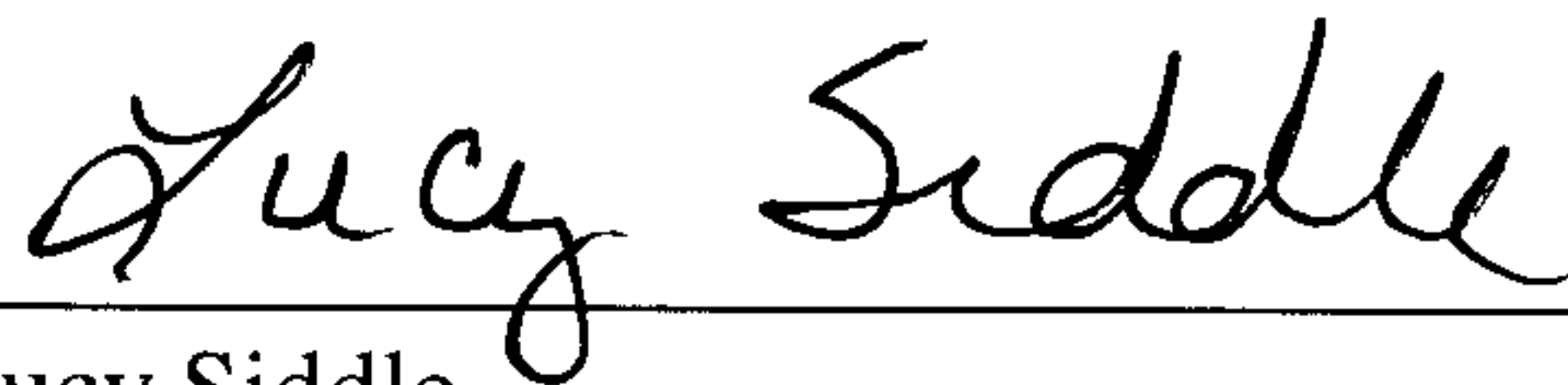
CONSENT OF MEMBERS

Glenn C. Siddle and Lucy Siddle (the "Members"), as the owners of all the Membership Interests of PARKWOOD PROPERTIES, LLC, hereby consent to (i) the withdrawal of Lucy Siddle as a Member, and (ii) the assignment to Glenn C. Siddle of a Fifty percent (50%) Membership Interest owned by Lucy Siddle.

This 31st day of December, 2013.



Glenn C. Siddle



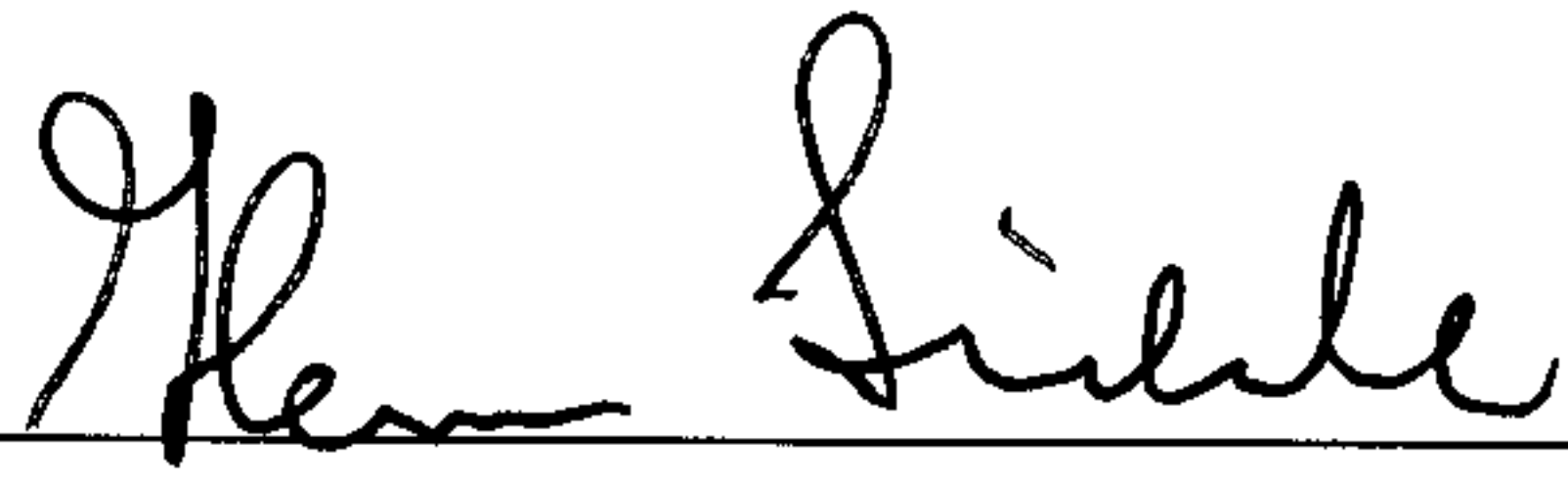
Lucy Siddle

EXHIBIT "A"

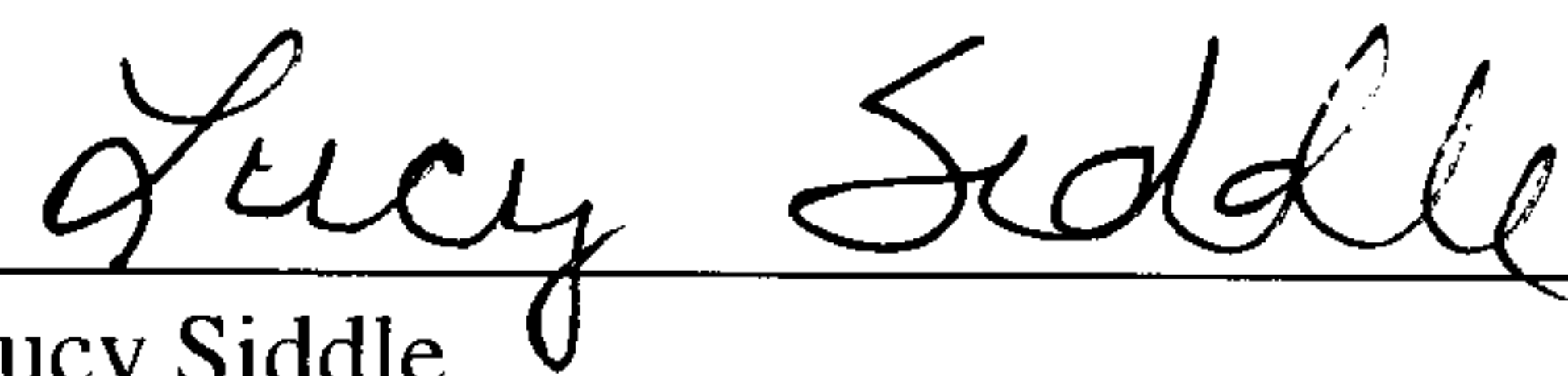
TERMS AND CONDITIONS OF PURCHASE OF MEMBERSHIP INTEREST

1) No Conditions

This 31st day of December, 2013.



Glenn C. Siddle



Lucy Siddle