

**FIRST AMENDMENT TO THE
CERTIFICATE OF FORMATION
OF
RIVERWALK COMMUNITY, LLC**

20140616000180440 1/7 \$83.00
Shelby Cnty Judge of Probate: AL
06/16/2014 09:46:09 AM FILED/CERT

Pursuant to the Provisions of Section 10A-5-1.01 to 10A-5-9.06, Code of Alabama (1975), the undersigned hereby amends the following Certificate of Formation as follows:

The name of the limited liability company is **Riverwalk Community, LLC** (the "Company").

ARTICLE VI is amended as follows:

Members

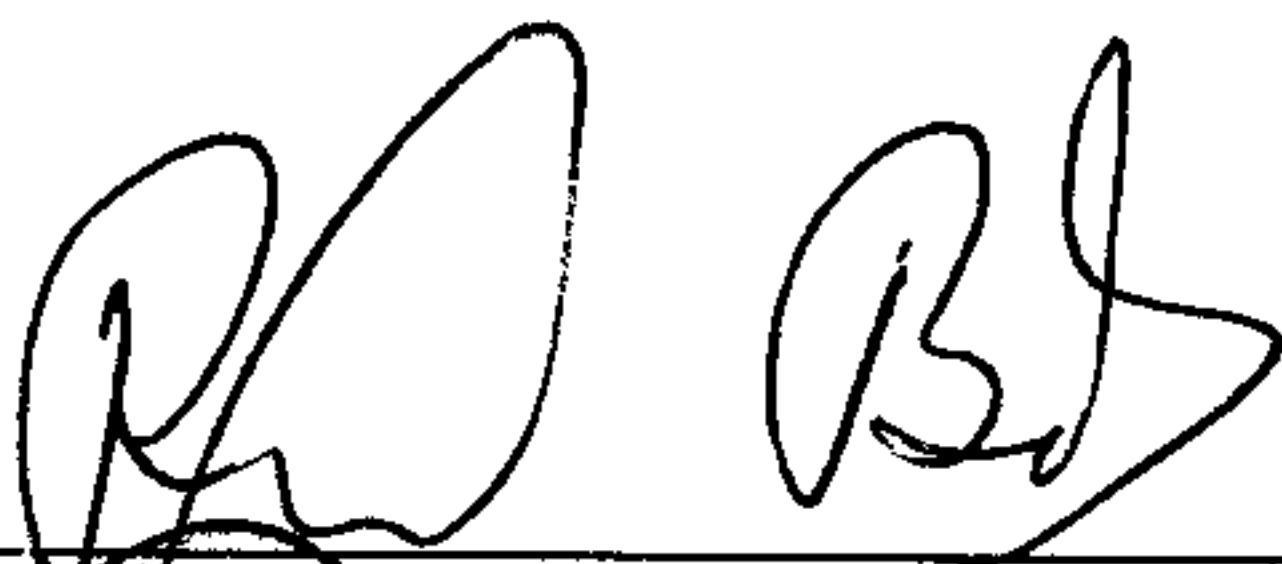
The names and addresses of the members are:

Richard Bonds
160 Deer Trace Drive
Childersburg, Alabama 35044

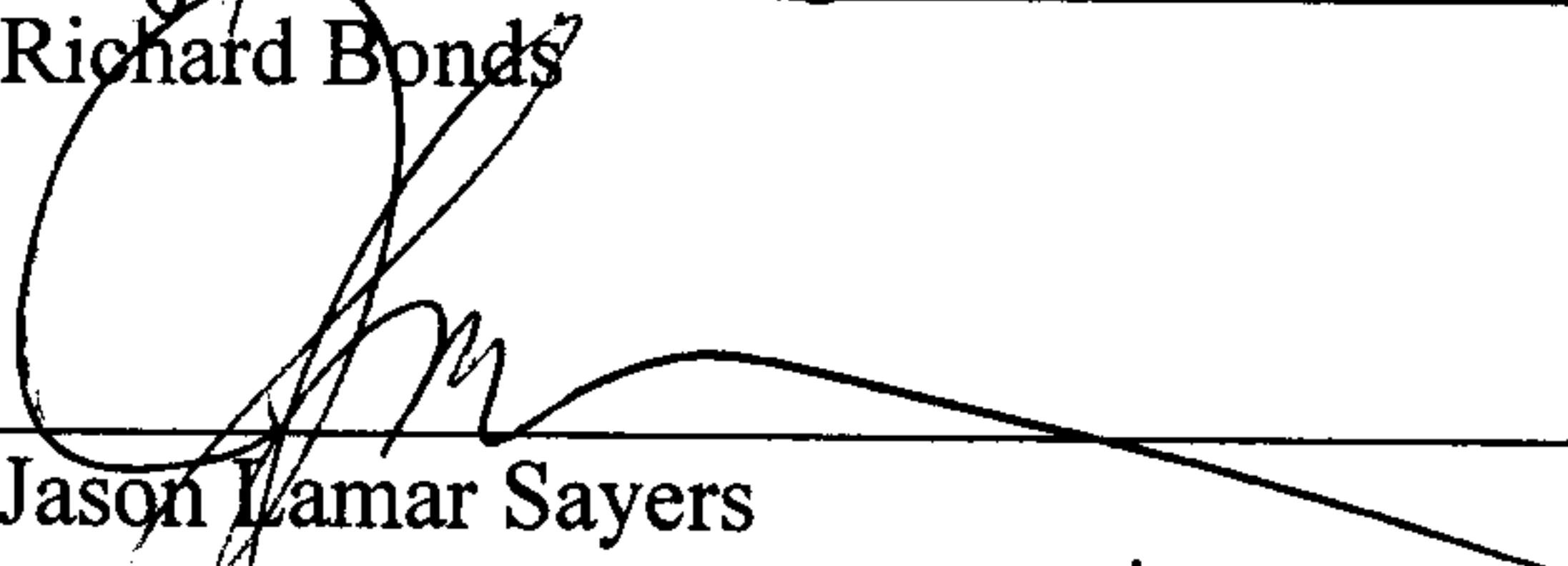
Jason Lamar Sayers
378 Riverwalk Parkway
Childersburg, Alabama 35044

Claudine Ferrell
55 Riverwalk Loop Road N
Childersburg, Alabama 35044

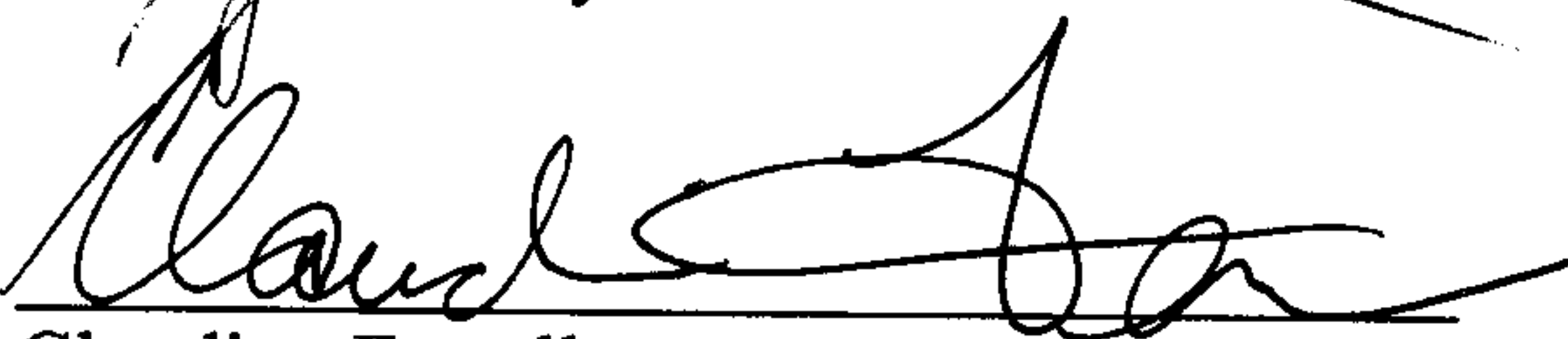
IN WITNESS WHEREOF, this Amendment has been subscribed as of the 22nd day of January, 2014 by the undersigned Members, who affirm that the statements made herein are true under the penalties of perjury.



Richard Bonds



Jason Lamar Sayers



Claudine Ferrell

Notary acknowledgements on following pages

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Richard Bonds, whose name is signed to the foregoing First Amendment to the Certificate of Formation of Riverwalk Community, LLC and who is known to me, acknowledged before me, that, being informed of the contents of the First Amendment to the Certificate of Formation of Riverwalk Community, LLC, he executed the same voluntarily on the day the same bears date.

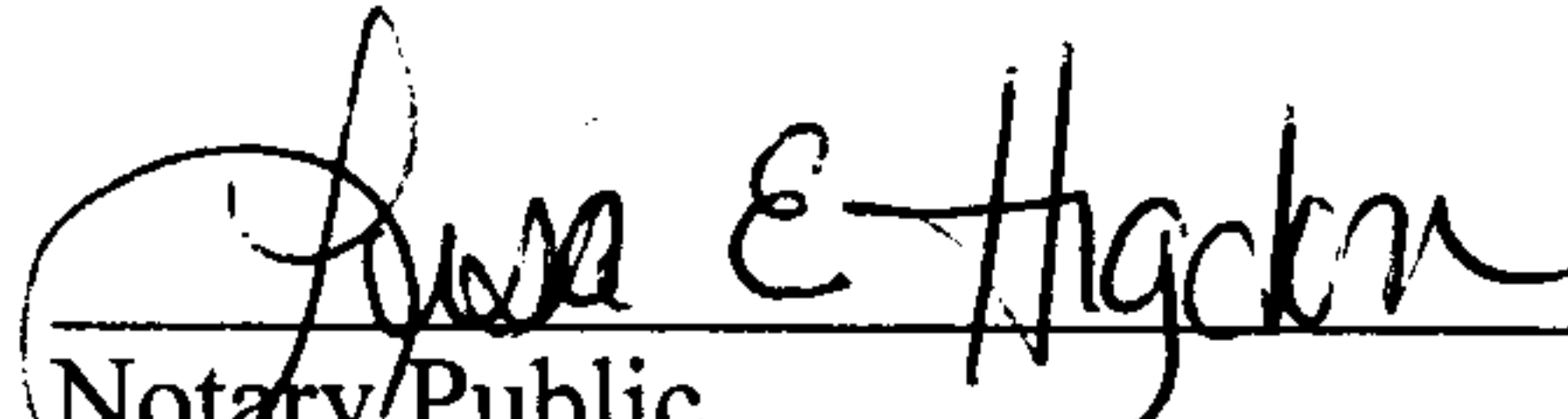
Given under my hand and seal this the 22nd day of January, 2014.


Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 15, 2015

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Jason Lamar Sayers, whose name is signed to the foregoing First Amendment to the Certificate of Formation of Riverwalk Community, LLC and who is known to me, acknowledged before me, that, being informed of the contents of the First Amendment to the Certificate of Formation of Riverwalk Community, LLC, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 22nd day of January, 2014.


Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY


NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 15, 2015

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Claudine Ferrell, whose name is signed to the foregoing First Amendment to the Certificate of Formation of Riverwalk Community, LLC and who is known to me, acknowledged before me, that, being informed of the contents of the First Amendment to the Certificate of Formation of Riverwalk Community, LLC, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 22nd day of January, 2014.


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 15, 2015


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THIS INSTRUMENT PREPARED BY:
F. Wayne Keith, Attorney
Law Offices of F. Wayne Keith PC
120 Bishop Circle
Pelham, Alabama 35124



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**ASSIGNMENT OF MEMBERSHIP INTEREST and
AMENDMENT TO OPERATING AGREEMENT
OF
RIVERWALK COMMUNITY, LLC**

THIS ASSIGNMENT OF MEMBERSHIP INTEREST and AMENDMENT TO OPERATING AGREEMENT (this "Agreement"), is made and entered into by and among:

Richard Bonds, an individual and Jason Lamar Sayers, an individual (the "Transferor Members"); and

Claudine Ferrell, an individual, (the "Transferee Member"); and

Riverwalk Community, LLC, an Alabama limited liability company (the "Company");

RECITALS

A. The Company is a limited liability company organized and existing under the Alabama Limited Liability Company Act (the "Act") pursuant to that Certificate of Formation of the Company, which was filed in the Office of Judge of Probate of Shelby County, Alabama on August 9, 2013 (the "Certificate").

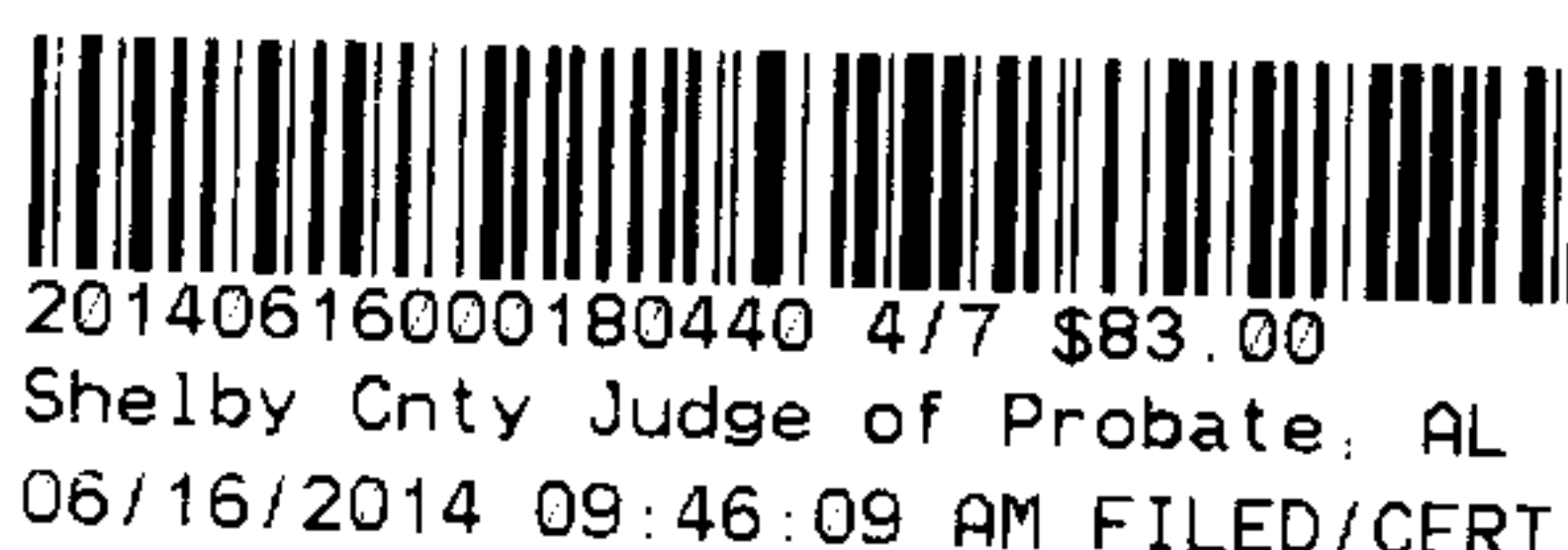
B. The Initial Members of the Company entered into an Operating Agreement dated August 8, 2013.

C. The Transferor Members (which are the Initial Members) are each fifty percent (50.0%) Members of the Company and desire to sell, assign, transfer and convey sixteen and two-thirds percent (16 2/3%) of their respective Membership Interest in the Company to the Transferee Member, (the "Interests") and the respective Transferee Member has agreed to purchase those Interests in the Company with consideration paid to the Transferor Members.

D. The Transferor Members and the Transferee Member as parties to this Agreement and in accordance with the Operating Agreement do hereby consent and approve of the assignment of Membership Interests and all terms of this Agreement.

E. The Transferor Members, the respective Transferee Member, and the Company have agreed to amend the Operating Agreement to reflect the ownership of the Members after the transfer by the Transferor Members to the respective Transferee Member; and

F. The undersigned Transferor Members and the Transferee Member and the Company desire to continue the Company in the manner set forth herein.



AGREEMENT

NOW, THEREFORE, in consideration of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. For value received, the receipt and sufficiency of which are hereby acknowledged, upon the execution of this Agreement, (a) the Transferor Members, Richard Bonds, an individual and Jason Lamar Sayers, an individual do hereby assign, transfer and convey sixteen and two-thirds percent (16 2/3%) of each Transferor Members' Membership Interest in the Company to Claudine Ferrell.

2. Warranties. The Transferor Members do hereby covenant, represent and warrant as follows:

2.1 The Transferor Members have full power and authority to sell, transfer, assign and deliver said Membership Interests to the respective Transferee Member;

2.2 There are no actions, suits or proceedings pending against the Transferor Members, at law or in equity, relative to or affecting the sale of such Membership Interests under this Agreement; and the Transferor Members do not know of or have any reasonable grounds to know of any justification for any such action, suit or proceedings;

2.3 The Transferee Member shall receive good title to the Membership Interests conveyed herein free and clear from all mortgage liens;

2.4 The thirty three and one-third percent (33 1/3%) Membership Interest in the Company which the Transferor Members have by this Assignment collectively transferred and sold to the Transferee Member constitutes sixteen and two-thirds percent (16 2/3%) interest of each Transferor Members' Membership Interests respectively owned by the Transferor Members in the Company. The Transferor Members have not received any certificates evidencing the Membership Interests from the Company, and do not possess any such certificates.

3. Warranties. The Transferee Member does hereby covenant, represent and warrant to the Company as follows:

3.1 The Transferee Member hereby accepts and agrees to be bound by the Company's Certificate of Formation and Operating Agreement, as amended.

3.2 The Transferee Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Transferee Member without appropriate registration or the availability of an exemption from such requirements.



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4. Ownership Percentages. Contemporaneously with the assignment described in Section 1 of this Agreement, the Transferee Member shall own thirty three and one-third percent (33 1/3%) of the Membership Interests of the Company and the Transferor Members and Transferee Member shall own the Company to the extent of his respective Sharing Ratio which are as follows;

Name	Sharing Ratio
Richard Bonds	33 1/3%
Jason Lamar Sayers	33 1/3%
Claudine Ferrell	33 1/3%
Total	100.00%

5. Continuation of the Company. The parties hereto agree that the assignment of the Membership Interest shall not dissolve the Company.

6. Payment of Consideration and Closing of Books. The payment of consideration has been agreed to by the parties. The Company's books and filing of tax returns, allocating income and expenses among the Members, including the Transferor Members, shall be closed as of the date of this Assignment. If applicable, there shall not be adjustments to the Purchase Price.

7. Preparation and Filing of 2013 Tax Returns. The Transferor Members and the Transferee Member hereto agree that the Transferor Members shall chose the Company's accountant for the purpose of preparation and filing of the 2013 state and federal tax returns of Riverwalk Community, LLC.

8. Future Cooperation. Each of the parties hereto agrees to cooperate at all times from the and after the date hereof with respect to all of the matters described herein, and to execute such further assignments, releases, assumptions, amendments of the Agreement, notifications and other documents as may be requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Agreement.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any party hereto.

10. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Alabama, without giving effect to the conflicts of laws principles of such laws.



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11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each person executing this Agreement on behalf of any party represents that such person has full authority and legal power to do so and bind the party on whose behalf he or she has executed this Agreement. The parties agree that their electronically transmitted signatures on this Agreement shall have the same effect as manually transmitted signatures.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and legal representatives.

13. Assignment. Neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned without the prior written consent of the other party hereto.

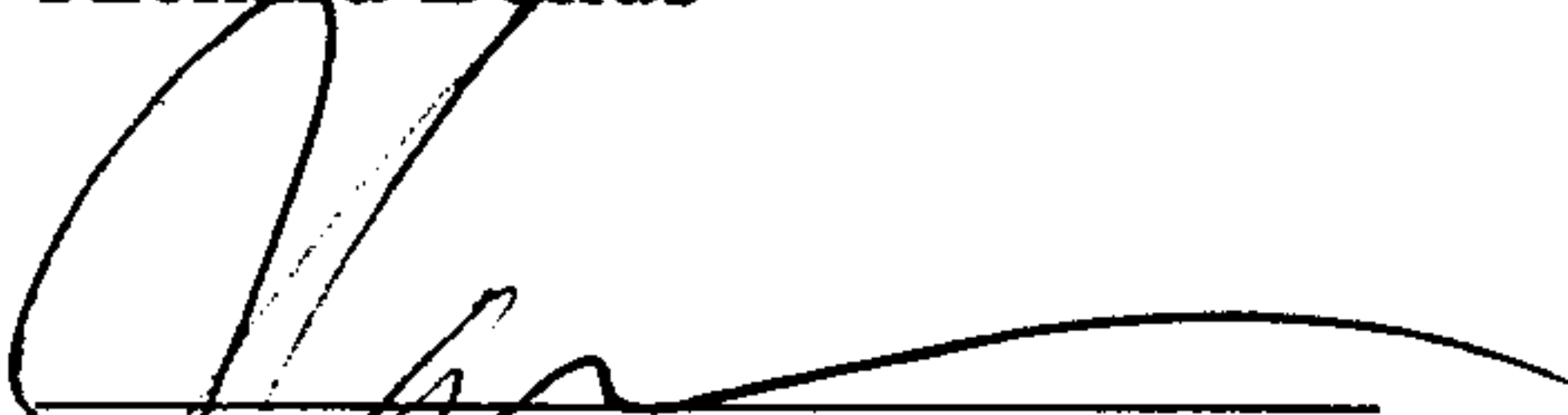
14. Severability. The invalidity in whole or in part of any covenant, promise, or undertaking, or any section, subsection, sentence, clause, phrase, or word, or of any provision of the this Agreement shall not affect the validity of the remaining portions thereof.

15. Modification. This Agreement may only be waived terminated, canceled, changed, modified or extended by a writing signed by the party against whom enforcement of any waiver, change modification or extension is sought.


IN WITNESS WHEREOF, the parties hereto have executed or caused this Assignment of Membership Interest and Amendment to Operating Agreement to be duly executed as of the day and year first above written.

TRANSFEROR MEMBERS:


Richard Bonds


Jason Lamar Sayers

TRANSFeree MEMBER:


Claudine Ferrell



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