

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.



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Shelby Cnty Judge of Probate, AL
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(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:

ELITE RX, LLC

2. The date the Certificate of Formation was filed in the county: 09 / 12 / 2011 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 025 - 324 **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)

RYAN ROBNETT
135 GEMINI CIRCLE STE 201
BIRMINGHAM, AL 35209

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: 1ST AMENDMENT TO OPERATING AGRMNT,
3/21/12,OFFICE OF STEVE SEXTON/2ND AMEND TO OPERATING AGRMNT,5/22/13,OFFICE OF STEVE SEXT
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.]

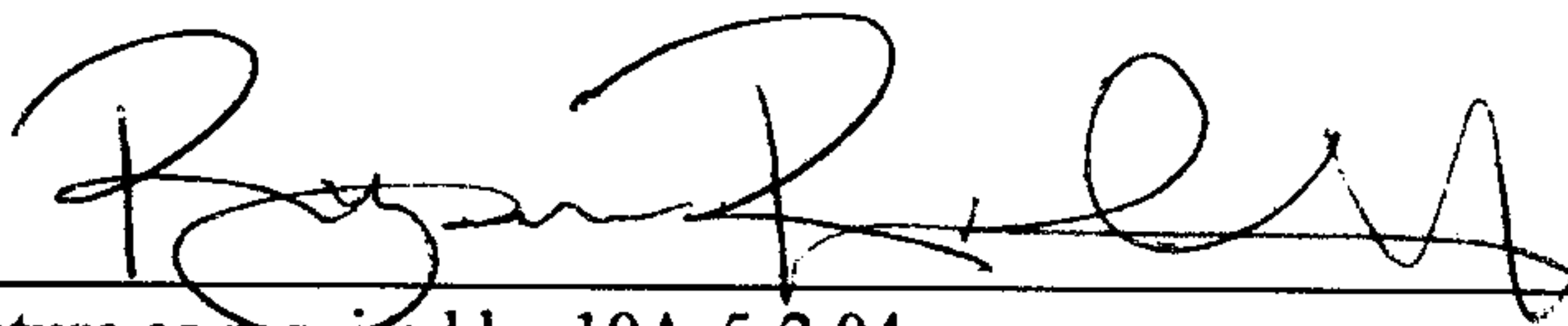
5. The following amendment was adopted on 05 / 22 / 2013 (format MM/DD/YYYY):

Amendments have been made over the course of business to reflect changes in ownership of Elite Rx, LLC. The
current owners consist of Leticia Creasey (55%), and Ryan Robnett (45%). Ryan Robnett will act as registered
agent and the required form for this change will be completed and sent to the office of the Secretary of State.
All documentation regarding changes in ownership are 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.

07 / 17 / 2014
Date (MM/DD/YYYY)


Signature as required by 10A-5-2.04

Ryan Robnett
Typed Name of Above Signature

Co-Owner
Typed Title/Capacity to Sign under 10A-5-2.04

Bill of Sale

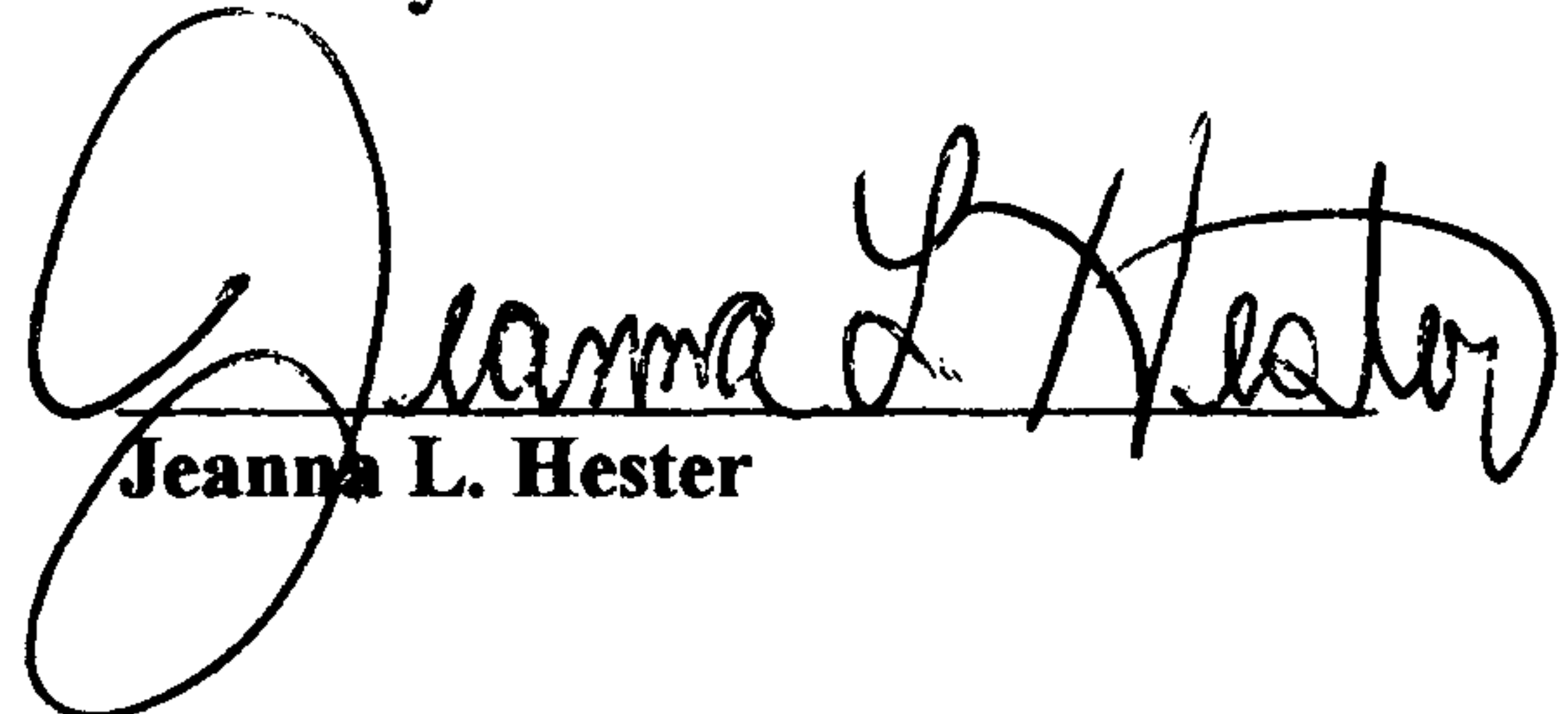
State of Alabama)
)
Jefferson County)


KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Jeanna L. Hester, hereinafter called "Seller", for and in consideration of the sum of Thirty Thousand Dollars (\$30,000.00) Dollars and is selling all interest, title, and ownership to her forty percent interest in Elite RX, LLC, which is a Limited Liability Company created by herself, Leticia Creasey and Betty Brown to Leticia Creasey and Betty Brown, and that the transfer is of all interest she might have now or in the future in Elite RX, LLC, and that she is conveying all title to any assets known, or unknown, accounts receivable, interest in a lease, or any other thing or right of value, and that the transfer is immediate and complete, and that she reserves no right or interest in the name or the operations, and that if she needs to cooperate in any way in the future to document that she has no right or ownership in the company, she pledges that cooperation.

Further that there is no issued certificate of interest that has been issued upon the creation of the Elite RX, LLC, but if a certificate of interest is created in Elite RX, LLC. in the future, I will affix my signature thereto to consummate the transfer of this interest, or sign such documents that are reasonable to document the exchange of money for my interest.

IN WITNESS WHEREOF, the Seller does hereby set her hand and seal on this the 16TH day of March, 2012.


Jeanna L. Hester


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LETTER OF RESIGNATION

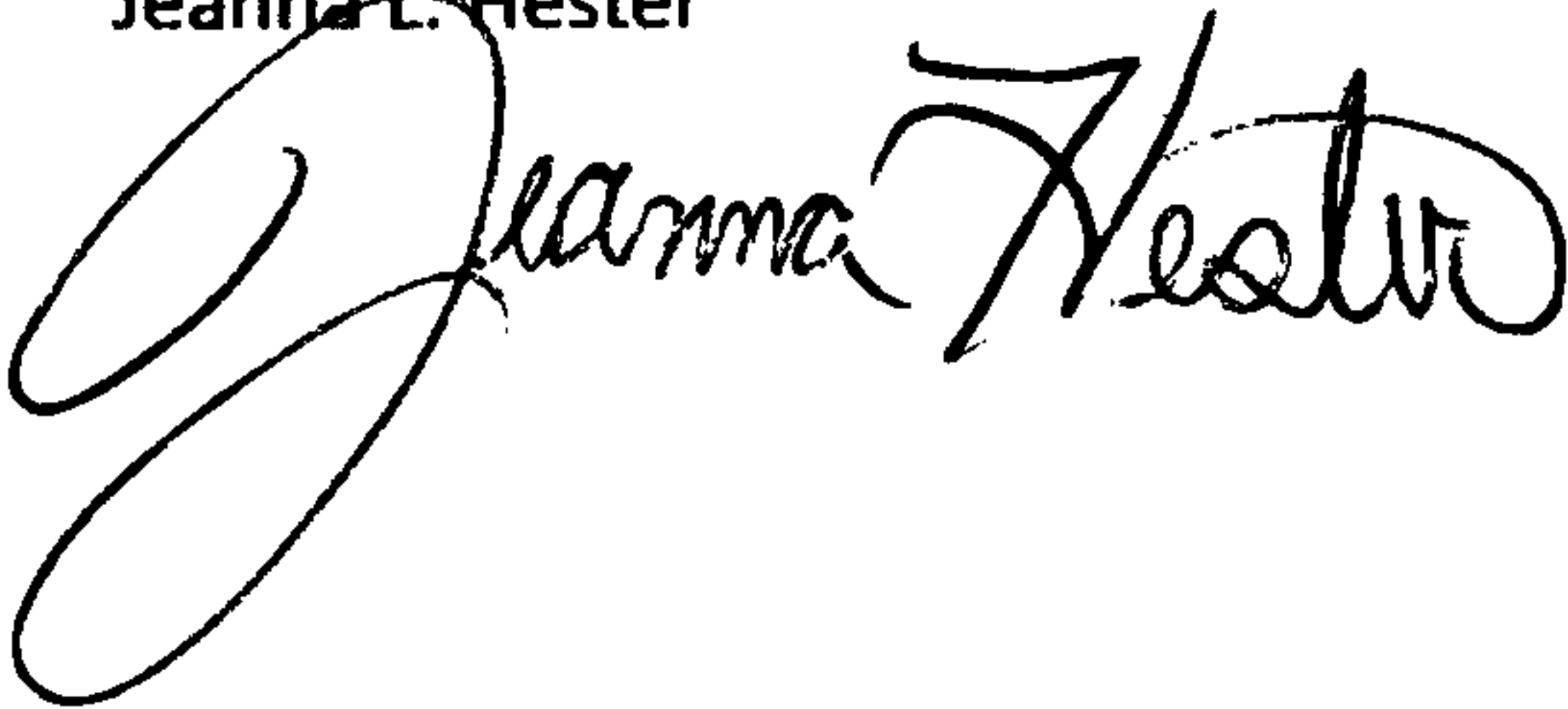
March 16, 2012

I, Jeanna L. Hester, tender my resignation as a member of Elite RX, LLC as of March 16, 2012 and declare that I am resigning from all roles and activities related to ownership or employment with Elite RX, LLC. My resignation as a member is effective today, but my resignation related to employment is effective January 26, 2012. I have taken no action nor made any commitments on behalf of Elite RX, LLC since that date. I have not signed any documents or created any liabilities since that date for Elite RX, LLC.

I understand that the statements made in this document will survive my transfer of my interest in Elite RX, LLC to Betty Brown and Leticia Creasey. I further understand that I do not have any authority or drawing power on any account under the name of Elite RX, LLC, and state that I have not paid out or withdrawn any funds from any Elite RX, LLC account since January 26, 2012.

Yours truly,

Jeanna L. Hester

A handwritten signature in black ink that reads "Jeanna Hester". The signature is written in a cursive style with a large, looping initial "J".

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**AMENDED AND RESTATED
OPERATING AGREEMENT**

OF

**ELITE RX, LLC
An Alabama Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Elite Rx, LLC, an Alabama limited liability company (the "Company") is made and entered into as of September, 6th 2011, by Betty Brown and Leticia Creasey residents of Alabama, hereinafter sometimes referred to individually as "Member" or together "Members".

WITNESETH

WHEREAS, the Articles of Organization of the Corporation (the "Articles"), dated March, 2011 were filed with the Alabama Secretary of State establishing the Company under and pursuant to the Alabama Limited Liability Company Act, (10-12-1 et seq. of the Code of Alabama(1975)) as amended from time to time (the "Act"); and

WHEREAS, the Members hereto desire to enter into the Agreement to provide for the terms and conditions for the operation of the Company going forward; and


WHEREAS, this agreement shall supercede any and all previously executed Operating Agreements of the Company.

NOW, THEREFORE, in consideration of the premises and of the terms and conditions of the Agreement, the Members, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

The following terms used in this agreement shall have the following meanings unless otherwise expressly provided herein:

Section 1.1 "Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor thereto.


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Section 1.2 "Depreciation" shall mean, for each Taxable Year (as that term is hereinafter defined), an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Taxable Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Taxable Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Taxable Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Taxable Year is zero, Depreciation shall be determined with reference to such beginning Gross Adjusted Value using any reasonable method selected by the Members.

Section 1.3 "Cessation" shall mean any action or event which causes a Person to cease to be Member of the Company as described in Article XII hereof.

Section 1.4 "Distribution" shall mean a transfer of Property made by the Company to a Member on account of such Member's Economic Interest as described in Article V hereof.

Section 1.5 "Economic Interest" shall mean a Member's share of the Company's Profits and Losses, as those terms are hereinafter defined, and Distributions of the Company's Property pursuant to this Agreement and the Act, but shall not include any right to participate in the operation, management or affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision of the Members.

Section 1.6 "Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Members;

(b) The Gross Asset Value of all Membership assets shall be adjusted to equal their respective gross fair market values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution (as that term is hereinafter defined); (b) the Distribution by the Company to a Member of more than a *de minimis* amount of Property as consideration for an interest in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g): provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members of the Company;

(c) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of Distribution as determined by the Members; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts (as that term is hereinafter defined) pursuant to Regulation Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1.6(d) to the extent the Members determine that an adjustment pursuant to Section 1.6(d) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to Section 5.7.

Section 1.7 "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right of the Member to participate in the management and operation of the business and affairs of the Company, including, but not limited to, the right to vote on, consent to, or otherwise participate in any decision, vote or action of or by the Members granted pursuant to this Agreement and the Act. In the case of an assignee, the term "Membership Interest" shall mean only the assignee's Economic Interest in the Company, unless that assignee has otherwise been admitted as a Member of the Company.

Section 1.8 "Organization" shall mean any entity permitted to be a Member of a limited liability company under the Act. The term "Organization" includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but does not include joint tenancies and tenancies by the entirety.

Section 1.9 "Person" shall include an individual, trust, estate, or any Organization.

Section 1.10 "Profits" and "Losses" means, for each Taxable Year (as that term is hereinafter defined) an amount equal to the Company's taxable income or loss for such Taxable Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.10(a) shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(I), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.10(b) shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted as set forth in this Agreement, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses.

(d) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Taxable Year, computed as set forth in this Agreement;

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts (as that term is hereinafter defined) as a result of a Distribution other than in complete liquidation of a Member's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) Notwithstanding any other provision of this Section 1.10, any items which are specially allocated as set forth in Section 6.9 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated as set forth in this Agreement shall be determined by majority vote of the Members.

Section 1.11 "Property" shall mean all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

Section 1.12 "Regulations" shall mean the permanent, temporary, proposed, or proposed and temporary regulations issued by the of Department of the Treasury that are promulgated under the Code as amended.

Section 1.13 "Related Person" shall mean a Person having a relationship to a Member that is described in § 1.752-4(b) of the Regulations.

ARTICLE II FORMATION OF COMPANY

Section 2.1 Formation. The formation of the Company as a limited liability company pursuant to the provisions of the Act is hereby confirmed. Except as expressly provided herein to the contrary, the rights and obligations of the Members and the administration and dissolution of the Company shall be governed by the Act.



Section 2.2 Effective Date. This Agreement is effective as of the first day of September, 2011

Section 2.3 Name. The name of the Company is, and the business of the Company shall be conducted under the name "Elite Rx, LLC".

Section 2.4 Registered Agent and Office. Unless and until changed by the Members, the address of the registered office of the Company's shall be 135 Gemini Circle Ste 201, Birmingham Alabama 35209. The

Section 2.5 Principal Place of Business. The principal place of business of the Company is located at 135 Gemini Circle Ste 201, Birmingham Alabama 35209, or such other places as the Members deem necessary or appropriate.

ARTICLE III BUSINESS OF COMPANY

Section 3.1 Permitted Business. The business of the Company shall be:

- (a) To engage in the general pharmacy business and activities related thereto;
- (b) To engage in the transaction of any lawful business permitted under the laws of the State of Alabama;
- (c) To borrow money and to evidence the same by notes or other evidences of indebtedness and to secure the same by mortgage, deed of trust, pledge or other lien or security interest in furtherance of any or all of the purposes of the Company;
- (d) To enter into, perform and carry out contracts and agreements necessary, appropriate or incidental to the accomplishment of the purposes of the Company; and
- (e) To do any other acts and things which may be necessary, appropriate or incidental to the carrying out of the business and purposes of the Company, subject to the terms and conditions of this Agreement.
- (f) To accomplish any lawful business whatsoever or which shall at any time appear conducive to our expedient for the protection or benefit of the Company and its Property.
- (g) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act or under the laws of any jurisdiction in which the Company may conduct its business.

(h) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE IV MEMBERS

Section 4.1 Members. The names, mailing addresses and Membership Interest of each Member is set forth on Schedule A hereto. A Person shall be deemed admitted as a Member at the time such Person (i) executes this Agreement or a counterpart to this Agreement, and (ii) is named a Member on Schedule A hereto. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A, as amended from time to time.

ARTICLE V CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 5.1 Initial Capital Contributions. The Initial Capital Contribution from Jeanna Hester and Leticia Creasey will be treated as loans to Elite Rx and repaid as outlined on Schedule C (Promissory Installment Note).

Section 5.2 Additional Capital Contributions. All members capital accounts will be maintained in accordance and compliance with Section 704(b) of the Code.

Section 5.3 Enforcement of Additional Capital Contributions. In the event a Member fails to make the required Additional Capital Contribution, the remaining Members shall give the Delinquent Member Notice of such failure to make such Additional Capital Contribution. The Members may, at their option, (i) advance the Defaulting Member the amount of such Additional Capital Contribution, which advance shall constitute a loan from the Members to the Delinquent Member bearing the Default Interest Rate, (ii) cause the Membership Interest of the Defaulting Member to be decreased and the Membership Interest of the non-Defaulting Members to be increased so as to reflect the cumulative Capital Contributions of the Member taking into account the failure of the Defaulting Member to make the Additional Capital Contribution, or (iii) take such other action or actions, including, but not limited to, enforcing the Delinquent Member's obligation to make such Additional Capital Contribution in a court of appropriate jurisdiction in the State of Alabama or in

the state reflected in the Delinquent Member's address as set forth in Article V, as may be prescribed by this Agreement, the Act, or other applicable law.

Section 5.4 Rights of Members with Respect to Capital.

(a) A Member's Membership Interest shall for all purposes be personal property. A Member has no interest in specific Company property. Except as provided in this Agreement or otherwise determined by the Members, no Member shall be entitled to a withdrawal, or to a return, of any part of its Capital Contribution or Additional Capital Contribution, or to receive assets or property of the Company.

(b) Except as provided in this Agreement, no Member shall be entitled to a priority over the other Member with respect to a return of its contribution to the capital of the Company, to the property and assets of the Company, or to allocations, gains, losses, deductions, expenses, obligations, liabilities, credits or distributions.

(c) No interest shall be paid on Capital Contributions.

Section 5.5 Compliance with Section 704(b) of the Code. The provisions of this Article V as they relate to the maintenance of Capital Amounts are intended, and shall be construed, and, if necessary, modified, to cause the allocations of profits, losses, income, gain and credit pursuant to Article VI to have substantial economic effect under the Regulations promulgated under § 704(b) of the Code, in light of the Distributions made pursuant to Articles VI, VII and XVI and the Capital Contributions made pursuant to this Article V. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Capital Contribution made by that Member.

ARTICLE VI
ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 **Allocations of Net Profits and Net Losses.** Except as may be required by § 704(c) of the Code, and Sections 6.2, 6.4, and 6.5 of this Article VI, Net Profits, Net Losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members in proportion to the Membership Interest each Member holds as of the first day of the Taxable Year; provided, however, that if the Membership Interest held by any Member changes during the Taxable Year, or if any Additional Members are admitted during the Taxable Year, the Net Profits and Net Losses for each month of such Taxable Year shall be allocated among the Members in proportion to the Membership Interest each Member holds as of the first day of each such month, and each Member's share of the Net Profits and Net Losses for such Taxable Year shall be equal to the sum of his share of the Net Profits and Net Losses for each month during the Taxable Year.

Section 6.2 **Company Minimum Gain Chargeback.** If there is a net decrease in Company Minimum Gain for a Taxable Year, each Member must be allocated items of income and gain for that Taxable Year equal to that Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share of any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in Company Minimum Gain is caused by the revaluation. A Member is not subject to this Company Minimum Gain chargeback requirement to the extent the Member's share of the net decrease in Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a recourse liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of § 1.752-2 of the Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

Section 6.3 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Taxable Year shall be allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Liability with respect to which such Member Nonrecourse Deductions are attributable in accordance with § 1.704-2(b)(4) of the Regulations.

Section 6.4 Member Minimum Gain Chargeback. If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under § 1.704-2(I)(5) of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in Member Minimum Gain. A Member's share of the net decrease in Member Minimum Gain is determined in a manner consistent with the provisions of § 1.704-2(g)(2) of the Regulations. A Member is not subject to this Member Minimum Gain chargeback, however, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain and Company Minimum Gain chargeback shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain chargeback to the extent provided under the Regulations issued pursuant to § 704(b) of the Code.

Section 6.5 Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of income and gain of the Company for the Taxable Year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as practicable.

Section 6.6 Annual Distributions to Pay Taxes. Except as otherwise provided in Section 6.1 hereof, the Company shall make annual Distributions of cash to the Members not later than sixty (60) days after the end of the Company's Taxable Year in an amount sufficient to pay the estimated state and federal income tax liabilities of such Members resulting from the Company's allocation of taxable income to the Members.

Section 6.7 Interim Distributions. From time to time, the Members holding a majority of the Membership Interests in the Company may determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs for such moneys, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any, and may make Distributions to the Members in proportion to each Member's Economic Interest in the Company as of the date of such Distribution. An Interim Distribution shall be in cash or Property, (which need not be distributed proportionately) or partly in both.

Section 6.8 Limitations on Distributions. No Distribution shall be declared and paid unless, after the Distribution is made, the Property of the Company is in excess of all liabilities of the Company, except liabilities to Members and Assignees on account of their Capital Accounts.

Section 6.9 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any Property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such Property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 1.6(d) hereof).

In the event the Gross Asset Value of any Company asset is adjusted as set forth in this Agreement, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 6.9 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items, or Distributions pursuant to any provision of this Agreement.

ARTICLE VII RIGHTS AND DUTIES OF MANAGERS

Section 7.1 Management. The management of the business and affairs of the Company shall be vested in a Manager. Jeanna Hester shall serve as Manager until a successor is elected by the vote of Members holding a majority of the Economic Interest in the Company. Leticia Creasey will serve as the Pharmacy Manager and Betty Brown will serve as the Office Manager.

Section 7.2 Certain Powers of Managers. The Manager shall have the power and authority, on behalf of the Company:

(a) To acquire Property from any Person and to hold and own Property in the name of the Company. The fact that a Manager is an Affiliate of or is directly or indirectly connected with any such Person shall not prohibit such Manager from dealing with that Person;

(b) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(c) To dispose of the Company's Property in the ordinary course of the Company's business;

(d) To borrow money for the Company from banks, other lending institutions, Members, or any Affiliate of the Manager or Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the Property of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager with approval of majority vote of the Members.

(e) To execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's Property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary to the business of the Company;

(f) To purchase liability and other insurance to protect the Company's Property and business;

(g) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(h) To enter into any and all other agreements on behalf of the Company with any other Person for any purpose;

(i) To do and perform any and all other acts as may be necessary or appropriate to the conduct of the Company's business;

(j) To amend the Operating Agreement in accordance with Section 18.1;

(k) To admit Additional Members in accordance with Section 11.1;

(l) To continue the Company after a Cessation Event in accordance with Section 12.3;

(m) To sell all or substantially all of the Properties of the Company; and

Unless authorized to do so by this Operating Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

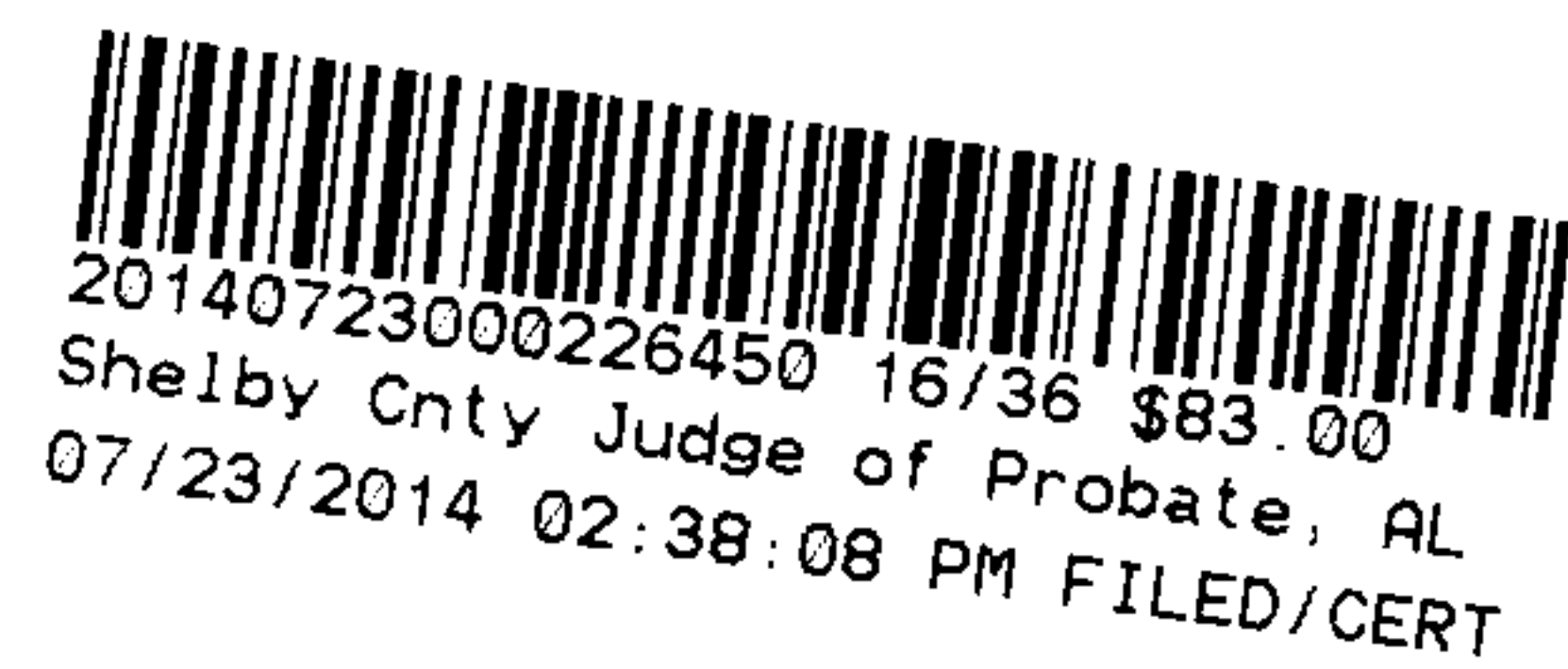
Section 7.3 Liability for Certain Acts. The Manager shall perform-sis duties as Manager in good faith, in a manner she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties of Manager shall not have any liability by reason of being or having been a Member of the Company. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager.

Section 7.4 Salaries. The salaries and other compensation of the Manager shall be fixed from time to time by the Manager of the Company, and the Manager shall not be prevented from receiving such salary by reason of the fact that the Manager is also a Member of the Company.

ARTICLE VIII RIGHTS AND OBLIGATIONS OF MEMBERS

Section 8.1 Member Management Rights. Unless otherwise provided in this Operating Agreement or by nonwaivable provisions of the Act, all Members (other than Assignees) who have not Ceased shall be entitled to vote per capita on any matter submitted to a vote of the Members.

Section 8.2 Liability of Members to Third Parties. Unless otherwise provided by the Act, no Member shall be liable under any judgment, decree, or order of a court, or in any other manner, for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any Member, Manager, agent or employee of the Company.



Section 8.3 Liability of a Member to the Company. A Member who receives a Distribution when the Property of the Company is not sufficient to pay all liabilities of the Company (except liabilities to Members on account of their Capital Contributions) is liable to the Company for a period of two (2) years after such Distribution for the amount of the Distribution.

Section 8.4 Conflicts of Interest:

(a) No Member violates a duty or obligation to the Company merely because the Member's conduct furthers such Member's own interest. Any Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a Person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if either the transaction is fair to the Company or the disinterested Members, knowing the material facts of the transaction and the Member's interest therein, authorize, approve, or ratify the transaction.

**ARTICLE IX
MEETINGS OF MEMBERS**

Section 9.1 Meetings. Neither regular nor special meetings of the Members shall be required in order to conduct the business and affairs of the Company or take any action with respect thereto; provided, that special meetings of the Members may be called for any purpose or purposes by any Member or Members holding a majority of the Membership Interest of the Company, unless otherwise prescribed by statute.

**ARTICLE X
RESIGNATION OF MEMBERS**

Section 10.1 Resignation of Members. Each Member covenants and agrees that it will not voluntarily resign, withdraw or cease to be a Member of the Company, within the meaning of the Act, effective at any time prior to the dissolution of the Company.

ARTICLE XI ADMISSION OF ADDITIONAL MEMBERS

Section 11.1 Admission of Additional Members. From the date of formation of the Company, any Person acceptable to the Members by their unanimous written approval may become Additional Members of the Company for such consideration as the Members shall determine, subject to the terms and conditions of this Operating Agreement. No Additional Member shall be entitled to any retroactive allocation of income, gain, loss, deduction or credit by the Company. The Members may, at their option, at the time the Additional Member is admitted, close the Company's books (as though the Company's Taxable Year had ended) or make pro rata allocations of income, gain, loss, deduction or credit to the Additional Member for that portion of the Company's Taxable Year in which the Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Regulations promulgated thereunder. Upon admission of an Additional Member, this Operating Agreement shall be amended in order to reflect such additional Member's Membership Interest in the Company.

ARTICLE XII CESSATION, DISSOLUTION AND WINDING UP

Section 12.1 Cessation. A Person shall cease to be a Member upon the happening of any of the following Dissolution Events:

- (a) The withdrawal of a Member with the consent of Members holding a majority of the Membership Interests of the Company.
- (b) In the case of a Member who assigns all his Economic Interest, in whole or in part, by the affirmative vote or action of the Members who have not assigned their Membership Interests and who hold a majority of the non-assigned Membership Interests of the Company.
- (c) Upon the Company's or a Member's receipt of Notice with respect to a Member who:
 - (i) makes an assignment for the benefit of creditors;
 - (ii) files a voluntary petition in bankruptcy;
 - (iii) files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
 - (iv) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding in the nature of the proceedings listed in (iii); or

(v) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member of all or any substantial part of the Member's properties:

(d) In the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person or property.

(e) In the case of a Member who is a trustee or is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee).

(f) In the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement or winding up of the separate Organization.

(g) In the case of a Member that is a corporation, the filing of articles of dissolution (or its equivalent) for the corporation or the revocation of its charter and the lapse of ninety (90) days after notice to the corporation of such revocation without a reinstatement of its charter.

(h) In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

Section 12.2 Rights of Ceasing Member. In the event a Member ceases to be a Member of the Company and such Cessation causes a Dissolution and winding up of the Company under this Article XII, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by damages sustained by the Company as a result of the Dissolution and winding up.

Section 12.3 Term and Dissolution. The Company shall have perpetual existence, except that the Company shall be dissolved and its affairs wound up prior to such date, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

(a) The unanimous written consent of the Members.

(b) The Cessation of any Member as provided in Section 12.1 of this Article XII, unless (i) there is at least one remaining Member; (ii) there is no remaining member, and the holders of all the financial rights in the Company agree in writing, within 90 days after the cessation of membership of the last Member, to continue the legal existence and business of the Company and to appoint one or more new Members, or (iii) the legal existence and business of the Company is continued and one or more new Members are appointed in the manner stated in this Operating Agreement.



(c) The merger of the Company and the Company is not the successor limited liability company in such merger or the consolidation of the Company with one or more limited liability companies or other entities.

(e) The entry of a final decree of dissolution of the Company by a court of competent jurisdiction.

Section 12.4 Distribution of Assets on Dissolution. Upon the winding up of the Company, Company Property shall be distributed in the following order:

(a) To creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities.

(b) To Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's Taxable Year in which the liquidation occurs. Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's Taxable Year or, if later, within ninety (90) days after the date of liquidation. Such Distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Members.

Section 12.5 Winding Up and Articles of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property of the Company has been distributed to the Members. Upon the completion of winding up of the Company, articles of dissolution shall be delivered to the Alabama Secretary of State. The articles of dissolution shall set forth such information as is required by the Act.

Section 12.6 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on, as distinguished from the winding up of, the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and a certificate of dissolution with respect to the Company, or the equivalent thereof, has been issued by the Secretary of State.

ARTICLE XIII PROPERTY, ACCOUNTS AND RECORDS

Section 13.1 Property. Any and all Company Property shall be held in the name of the Company.

Section 13.2 Bank Accounts. The Manager may from time to time open bank accounts in the name of the Company.

Section 13.3 Records, Audits and Reports to be Maintained. The Company shall maintain the records and accounts of all operations and expenditures of the Company. The Company shall maintain the following records at the Principal Place of Business:

- (a) A current list of the full name and last known business or residence address of each Member.
- (b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any documents have been executed.
- (c) Copies of the Company's federal and state and income tax returns and foreign and domestic reports, if any, for the three (3) most recent Taxable Years.
- (d) Copies of this Agreement, including all amendments thereto.
- (e) Copies of any financial statements of the Company for the three (3) most recent years.
- (f) Any other records and accounts as the Members shall require the Company to maintain.

Section 13.4 Access to Records. The records required to be maintained by the Company in Section 13.3, and any other books and records of the Company, wherever situated, are subject to inspection and copying at the reasonable request of, and at the expense of, any Member or the Member's agent or attorney during regular business hours of the Company.

ARTICLE XIV INDEMNIFICATION

Section 14.1 Indemnification of Members. The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Company), by reason of the fact that such Person is or was a Member, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, partner, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Person in connection with such claim, action, suit or proceeding if such Person acted in good faith and in a manner such Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such Person's conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which

such Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Person's conduct was unlawful.

Section 14.2 Indemnification When Successful on Merits or Otherwise. To the extent that a Member, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 14.1 and 14.2 of this Article XIV, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Person in connection therewith, notwithstanding that such Person has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

Section 14.3 Determination of Meeting Applicable Standard. Any indemnification under Sections 14.1 and 14.2 of this Article XIV (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Member, employee or agent is proper in the circumstances because such Person has met the applicable standards of conduct set forth in Sections 14.1 and 14.2 of this Article XIV. Such determination shall be made by the affirmative vote of Members holding a majority of the Membership Interests in the Company who are not parties to, or who have been wholly successful on, the merits or otherwise with respect to such claim, action, suit or proceeding.

Section 14.4 Payment of Expenses in Advance of Disposition of Action. Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Company in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in Section 14.4 of this Article XIV upon receipt of an undertaking by or on behalf of the Member, employee or agent to repay such amount if and to the extent that it shall be ultimately determined that such Person is not entitled to be indemnified by the Company as authorized in this Article XIV.

Section 14.5 Non-Exclusivity of Article. The indemnification authorized in and provided by this Article XIV shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, provision of articles of organization, Agreement, other agreement, vote or action of Members or otherwise, both as to actions in such Person's official capacity and as to actions in another capacity while holding such office, and shall continue as to a Person who has ceased to be a Member, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such Person.

Section 14.6 Insurance. The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, partner, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such Person or incurred by such Person in any such capacity

arising out of such Person's status as such, whether or not the Company is required or permitted to indemnify such Person against such liability under the provisions of this Article XIV or any statute.

ARTICLE XV TAX MATTERS

Section 15.1 Elections. The Manager may make any tax elections for the Company allowed under the Code or the tax laws of any Taxing Jurisdiction.

Section 15.2 Tax Matters Partner. Leticia Creasey shall be designated as the "tax matters partner" of the Company pursuant to § 6231 (a)(7) of the Code. The tax matters partner shall take such action as may be necessary to cause each Member (other than the Member who acts as the tax matters partner) to become a notice partner within the meaning of § 6223 of the Code. The Member who is designated tax matters partner shall not take any action contemplated by §§ 6222 through 6232 of the Code without the consent of the other Members.

Section 15.3 Cash Method of Accounting. The records of the Company shall be maintained on a cash receipts and disbursements method of accounting. It is intended that the Company will elect those accounting methods permitted under applicable law which provide the Company with the greatest tax benefits.

ARTICLE XVI DISPOSITION OF MEMBERSHIP INTERESTS

Section 16.1 Transfer Upon Death or Incompetency of a Member. If a Member of the Company dies or is adjudged by a court of competent jurisdiction to be incompetent to handle the Member's person or property, the Member's estate, personal representative, conservator, or other legal representative shall be obligated to sell, and the remaining Members, if any, shall have the option to purchase, on a basis pro rata to their Membership Interests in the Company or on such other basis as the remaining Members shall agree to, all of the deceased or incompetent Member's Membership Interest in the Company. The purchase price to be paid for the deceased or incompetent Member's Membership Interest in the Company shall be determined in accordance with the provisions of Section 16.3 below and shall be paid in accordance with the provisions of Section 16.4 below.

Section 16.2 Transfer Upon Cessation of a Member:

(a) Voluntary Cessation by an Individual Member. At least thirty (30) days prior to the time that a Member voluntarily Ceases as a Member of the Company with the consent of the other Members in accordance with Section 16.2(a) hereof, such Member shall give Notice to the other Members and to the Company of such voluntary Cessation, and, upon expiration of ninety (90) days after receipt of such Notice, or, if no Notice is given, upon expiration of ninety (90) days after such

Cessation, the remaining Members, or any one or more of them, shall have the option to purchase, on a basis pro rata to their Membership Interests in the Company or on such other basis as the remaining Members shall agree to, and the ceasing Member shall be obligated to sell to the remaining Members, all the Membership Interest then held by such Member. The purchase price to be paid by the remaining Members shall be determined in accordance with the provisions of Section 16.3 below and shall be paid in accordance with the provisions of Section 16.4 below.

(b) **Cessation other than for Death, Incompetency or Voluntary Cessation.** In the event a Member shall cease to be a Member of the Company for any reason other than by reason of the death or incompetency of such Member or pursuant to Section 16.1 above, then, within thirty (30) days after such Cessation, the remaining Members, if any, or any one or more of them, shall have the option to purchase, on a basis pro rata to their Membership Interests or on such other basis as the remaining Members shall agree to, and the ceasing Member shall be obligated to sell to the remaining Members, all of such Member's Membership Interest in the Company. The purchase price to be paid by the remaining Members for such Membership Interest shall be determined in accordance with the provisions of Section 16.3 below and shall be paid in accordance with the provisions of Section 16.4 below.

Section 16.3 Purchase Price. The purchase price of an Membership Interest to be purchased in accordance with the provisions of Section 16.1 and 16.2 above shall be as follows:

(a) The purchase price of the Membership Interest owned by the ceasing Member shall be determined as of the last day of the month preceding the month during which the Cessation Event under Sections 12.1 or 12.2 occurs, and shall be the amount that would have been distributed to such Member, for the portion of such Membership Interest to be purchased hereunder, in liquidation of the Company pursuant to Article XVI hereof as if (i) the Company had been sold as a going concern for its fair market value, (ii) the Company paid its accrued, but unpaid liabilities and established reserves for the payment of reasonably anticipated contingent or unknown liabilities, and (iii) the Company distributed the remaining proceeds to the Members in liquidation, all as of such day. Such purchase price shall be determined with no discount for lack of marketability or due to the fact that such Membership Interest constitutes a minority Membership Interest in the Company or the fact that it carries with it no right to participate in the management of the business and affairs of the Company.

(b) The Members will meet annually in January of each year and shall use their best efforts to agree upon the fair market value of the Company as of December 31 of the prior year. If such agreement is made, any disposition of Membership Interests under this Article XVI during such calendar year shall be for the agreed upon purchase price. In the absence of a currently effective agreement among the Members, the determination of the purchase price shall, unless a purchase price is agreed to between the ceasing Member and the remaining Members, be made in accordance with the usual accounting practices theretofore used by the Company and shall be made by an independent appraiser or certified public accountant selected by the ceasing Member and an independent appraiser or certified public accountant selected by the remaining Members (or, if they cannot agree, an independent appraiser or certified public accountant selected by the independent appraiser or certified

public account chosen by the ceasing Member and the independent appraiser or certified public accountant selected by the remaining Members) in accordance with the above formula.

(c) Notwithstanding the foregoing, the payment of the purchase price as calculated in this Section 16.3(a) and (b), is contingent upon the ceasing Member's execution of a non-competition agreement at the time of cessation in substantially the form attached hereto as Schedule B. Should the ceasing Member refuse to sign the non-competition agreement as required herein, the purchase price of the Membership Interest shall be reduced to One Thousand Dollars.

(d) It is understood and agreed that the purchase price determined in accordance with this Section 16.3 is the full agreed value of such portion of the Membership Interest and that such value includes such amount, if any, mutually agreed upon as representing the good will of the Company as a going concern; that except as otherwise provided in this Agreement such value shall in no manner be altered; and that all Property, both tangible and intangible, if any, as well as liabilities, including mortgages, liens or other encumbrances of any kind whatsoever, if any, of or upon the Property of the Company have been considered in determining the said purchase price.

Section 16.4 Payment Period:

(a) The aggregate purchase price due the estate, personal representative, conservator, or other legal representative of the deceased or incompetent Member for such deceased or incompetent Member's Membership Interest purchased pursuant to Section 16.1 above shall be paid in the following manner:

(i) There shall first be credited against such purchase price the amount of any indebtedness due and payable to the Company by such deceased or incompetent Member. Such indebtedness shall be repaid out of the purchase price directly by the other Members and deducted from the amount otherwise payable to the deceased or incompetent Member's estate, personal representative, conservator, or other legal representative.

(ii) The remaining portion of the aggregate purchase price shall be paid in cash at the closing of such sale.

(b) The aggregate purchase price due to any ceasing Member under Section 16.2 above shall be paid in the following manner:

(i) There shall first be credited against such purchase price the amount of any indebtedness due and payable to the Company by such Member. Such indebtedness shall be repaid out of the purchase price directly by the other Members and deducted from the amount otherwise payable to the ceasing Member.

(ii) There shall next be credited the amount of any expenses or damages incurred by the Company as a result of such Cessation.

(iii) Fifteen percent (15%) of the remainder of such aggregate purchase price shall be paid in cash at the closing of such sale. The balance of the purchase price remaining after the initial payment shall be payable in five (5) equal annual installments, the first such installment being payable within twelve (12) months after the initial payment, and each of the remaining four (4) installments being payable annually thereafter until the balance of the purchase price is paid in full.

(iv) The balance of such purchase price, after the initial payment, shall be represented by one or more non-negotiable promissory notes of the other Members delivered to the ceasing Member, bearing interest at the higher of the then applicable federal rate or the prime rate of Regions Bank, Birmingham, Alabama, then in effect, compounded semiannually, from the date of the initial payment. The promissory notes shall provide that the other Members shall have the privilege of prepaying all or any part of the purchase price at any time with interest to the date of prepayment, and that a default in the payment of any installment shall cause the remaining unpaid installments to become immediately due and payable at the option of the payee. The promissory notes shall be secured by the transferred Membership Interest.

(c) The date of closing with respect to the sale of a ceasing Member's Membership Interest in the Company pursuant to Sections 16.1 and 16.2 of this Article XVI shall, unless a closing date is agreed to by the ceasing Member and the remaining Members, be determined by the remaining Member or Members purchasing such Membership Interest and shall take place within sixty (60) days of the death, incompetency or other Dissolution Event which causes the Member to cease from being a Member of the Company.

ARTICLE XVII MISCELLANEOUS PROVISIONS

Section 17.1 Entire Agreement. This Agreement constitutes the entire agreement among the parties. No party shall be bound by any terms, conditions, statements or representations, oral or written, not contained herein. Each party hereby acknowledges that in executing this Agreement, such party has not been induced, persuaded or motivated by any promise or representation made by any other party, unless expressly set forth herein. All previous negotiations, statements and preliminary instruments by the parties or their representatives are merged in this Agreement.

Section 17.2 Rights of Creditors and Third Parties. This Agreement is entered into by and among the Members for the exclusive benefit of the Company and its Members, and is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by the Act or other applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

Section 17.3 Interpretation. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Agreement hereby agree to the terms and conditions contained herein, as may be amended from time to time. It is the express intention of the Members that this Agreement and the Articles shall be the sole source of agreement of the parties, and, except to the extent a provision of the Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, the Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act.

Section 17.4 Governing Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Alabama, and specifically the Act, applied without respect to any conflicts-of-law principles.

Section 17.5 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

Section 17.6 Construction of Terms. Whenever used in this Agreement and when required by the context, the singular number shall include the plural and the plural the singular. Pronouns of one gender shall include all genders.

Section 17.7 Captions. The captions as to contents of particular articles, sections or paragraphs contained in this Agreement and the table of contents hereto are inserted for convenience and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular articles, sections or paragraphs to which they refer.

Section 17.8 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any agreement or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 17.9 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 17.10 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs and legal representatives.



**AMENDED AND RESTATED
OPERATING AGREEMENT OF
ELITE RX, LLC**

| Member | Address | Cash flow, Profits and Losses, Profits, Losses, Sales Percentage Contributions of Proceeds. | Capital (initials only) |
|--------|---------|--|-------------------------|
|--------|---------|--|-------------------------|

LETICIA CREASEY

2526 W. 11th Cir 55%
Birmingham AL 35244

LC

BETTY BROWN

2640 Old Rocky Rd. 45%
Birmingham, AL 35216

BB

20140723000226450 28/36 \$83.00
Shelby Cnty Judge of Probate, AL
07/23/2014 02:38:08 PM FILED/CERT

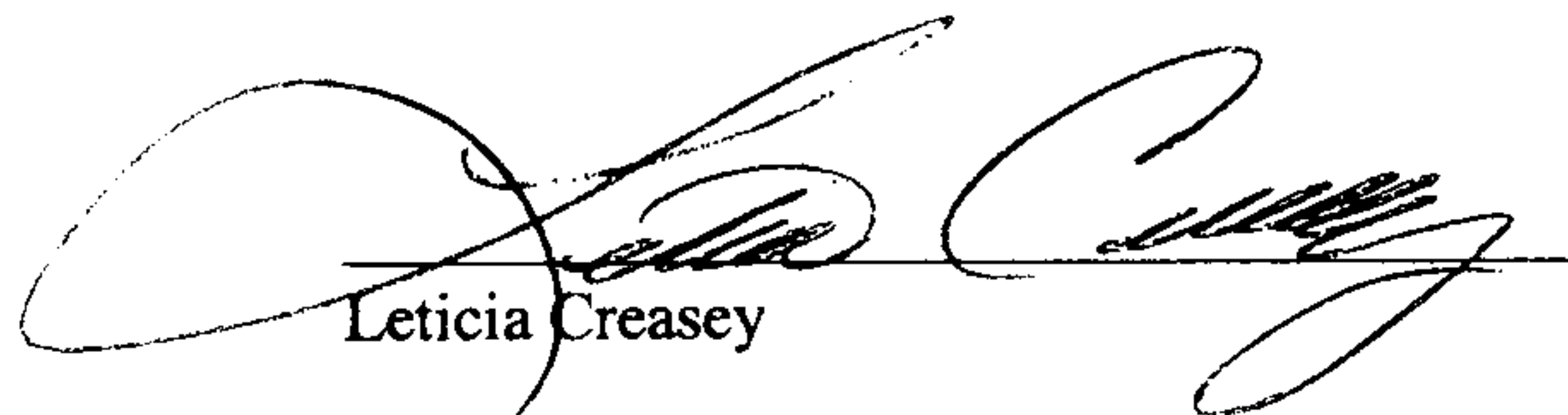
Section 17.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**ARTICLE XVIII
AMENDMENTS**


Section 18.1 This Agreement may be amended or modified from time to time only by a written instrument adopted by the unanimous written approval of the Members.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 21st day of March, 2012

MEMBERS:


Leticia Creasey


Betty Brown


20140723000226450 29/36 \$83.00
Shelby Cnty Judge of Probate, AL
07/23/2014 02:38:08 PM FILED/CERT

IN THE Circuit COURT OF
Jefferson COUNTY, ALABAMA

Betty Lawson

Plaintiff(s)

v.

Leticia de la Rosa-

Creasey
Defendant(s)

Case Number CV-2013-900835

SETTLEMENT AGREEMENT (AT MEDIATION)

The parties hereto agree on this the 22nd day of April, 2013, that the above-styled lawsuit (or identified claim) and all claims and controversies between them (unless specifically excepted) are hereby settled in accordance with the following terms of this Settlement Agreement:

The parties acknowledge that *bona fide* disputes and controversies exist between them, both as to liability and the amount thereof, if any, and by reason of such disputes and controversies they desire to compromise and settle all claims and causes of action of any kind whatsoever which the parties have or may have arising out of the transaction or occurrence which is the subject of this litigation or dispute. It is further understood and agreed that this is a compromise of a disputed claim, and nothing contained herein shall be construed as an admission of liability by any party, all such liability being expressly denied.

AUTHORIZATION

Each signatory hereby warrants and represents that such person has authority to bind the party or parties for whom such person acts; and the claims, suits, rights, and/or interest which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold, and are free of any encumbrance.

THIS SETTLEMENT AGREEMENT IS NOT SUBJECT TO REVOCATION.

The handwritten portions of this Settlement Agreement shall control any conflict with the printed portion.

① Payment by Elite Rx, LLC of \$225,000.00 to Betty Lawson, within 30 days of the date of this mediation agreement (payable ^{jointly} to Sirote & Permutt & Ms Lawson)

② Termination of Betty Lawson's interest in Elite Rx, LLC, effective 12/31/12, and removal of Lawson's name from all contracts, agreements, licenses, etc. of Elite Rx, LLC. Lawson agrees to cooperate as necessary to effectuate this.

③ Elite Rx, LLC shall indemnify Betty Lawson for any 2012 state or federal tax liability arising from her ownership interest in the LLC and the LLC's allocation of taxable income to its members, PROVIDED THAT Ms. Lawson used ~~all~~ all distributions for taxes to in fact pay her state and federal tax liability (e.g., check numbers 2168, 2253, 2494, 2495 ^{plus April 2013 payroll direct} ~~and~~). ~~FOR~~

Ms. Lawson shall have her 2012 tax returns ^{confidentially} reviewed ^{Elite Rx's} by CPA Shawn Nicholas. Any overpayment of Ms. Lawson's ^{Elite Rx} federal or state 2012 ^{income} tax liability shall be immediately refunded to the LLC. Also ^{mutual} ^{indemnity} for 2013 income

④ Confidentiality/non-disparagement, with \$10,000 penalty per violation.

⑤ mutually ^{general} releases, including Ms. Lawson, Ms. Creasey, the LLC, its agents, employees, representatives, attorneys.

⑥ Betty Lawson shall return any and all LLC property, including but not limited to books, pew/bench, and a company-issued laptop (which Ms. Lawson may scrub prior to returning).



The mediation fee for services rendered in resolution of this matter shall be paid as follows:

split equally by Ms. Lawson and Ms. Creasey.

RELEASE

Except for the agreements set forth herein, the parties to this Agreement do hereby agree to forever release and discharge each other from any and all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this dispute. This release runs to the benefit of all attorneys, agents, employees, insurers, officers, directors, shareholders, partners, heirs, assigns, and legal representatives of the parties. If litigation is pending in any court, the parties further agree to present an Agreed Dispositive Motion or Motion for Dismissal With Prejudice to the Court relating to this pending litigation.

DOCUMENTS

If any further documents are required, counsel shall deliver drafts of such documents to be executed in connection with this settlement as soon as possible and, ~~on~~ within 30 days, a closing of this settlement transaction shall occur when the parties will exchange the executed documents and consideration called for herein. The parties and their counsel agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the provisions and spirit of this Settlement Agreement. Notwithstanding such additional documents, the parties confirm that this is a written Settlement Agreement, is a complete, valid and binding contract, is intended to be an enforceable agreement, and may be used as the basis for a motion for judgment, motion for summary judgment, or motion to enforce with each party waiving all rights to a jury trial. The Court is specifically authorized, in its discretion, to incorporate the terms of this agreement in the Court's final decree disposing of this case.

CLARIFICATION

If any dispute arises with regard to the interpretation and/or performance of this Agreement or any of its provisions, the parties agree to attempt to resolve same with the Mediator who facilitated this settlement. If litigation is brought to construe or enforce this Agreement, the prevailing party shall be entitled to recover attorney's fees as well as court costs and expenses, and fees of the mediator.

CONFIDENTIALITY

As part of the consideration for entering into this Agreement, the parties hereto agree that (a) the terms and conditions of this Settlement are confidential and they shall not disclose same to anyone except their spouses, attorneys or accountants, unless ordered to do so by a Court of competent jurisdiction, and (b) the parties will not make any disparaging statements, comments, writings, publications or communications of any nature, regarding the parties, their servants, agents, employees or attorneys relating in any way to the subject matter of this controversy.

RELEASE OF MEDIATOR

Although the mediator may have provided this form and may have drafted this Settlement Agreement for the parties as a courtesy to facilitate the final resolution of this dispute, the parties and their counsel have thoroughly reviewed such outline and have, where necessary, modified it to conform to the requirements of their agreement. All signatories to this Settlement Agreement hereby release the Mediator from any and all responsibility arising from the drafting of this Settlement Agreement, and by signing this Settlement Agreement acknowledge that they have been advised by the Mediator in writing that this Settlement Agreement should be independently reviewed by counsel before executing the Agreement, and that the Mediator shall not be called as a witness or compelled to testify in the event of any dispute over this Settlement Agreement.

This Settlement Agreement may be executed in counterparts and is made and performable in Jefferson County, Alabama, and shall be construed in accordance with the laws of the State of Alabama.

PLAINTIFF(S) / CLAIMANT(S)

Betty Lawson
Betty LAWSON

APPROVED AS TO FORM:

Thomas A. Zboudall
COUNSEL FOR
PLAINTIFF(S)/CLAIMANT(S)

Bruce Zboudall

DEFENDANT(S)/RESPONDENT(S)

Leticia Crcarey
Leticia Crcarey (Individual on behalf of Elite Rx)

APPROVED AS TO FORM:

Joe D. Blum
COUNSEL FOR
DEFENDANT(S)/RESPONDENT(S)

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**SECOND AMENDMENT TO THE OPERATING
AGREEMENT OF**

**ELITE RX, LLC
An Alabama Limited Liability Company**

On the date of May 15, 2013, at the location of 4 Glen Iris Park, Birmingham, Al. in the office of Stephen L. Sexton, attorney of record for the above, a meeting of all members was held and the following business was conducted:

1. A roll of all members was taken, and the only member of the LLC, to wit: Leticia Creasey was present and voting.
2. Present was the Chief Operating Officer, Ryan Robnett.
3. The meeting was call to Order, and the business was conducted as set out below, and was voted upon and achieved unanimous consent.

First Item of Business

The Operating Agreement is hereby amended to include the following language.

ARTICLE VI

The following shall be added to Article VI, and shall be noted as Section 6.9, and is to be dominant if in conflict with any other section of the aforementioned agreement, or any previous operating agreement.

- (1) **Distributions in Kind:** A Member, regardless of the nature of the member's contribution, shall have no right to demand and receive any distribution from the Company in any form other than cash. No Member shall be compelled to accept from the Company a distribution of any asset in kind to the extent that the percentage of the asset distributed to the Member exceed the percentage in which the Member shares in distributions from the Company.
- (2) **Disposition:** Any Member or Assignee may dispose of all or a portion of the Member's or Assignee's Membership Interest upon compliance with this Section (1). No Membership Interest shall be disposed of:
 - (a) If such disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the Internal Revenue Code;
 - (b) Without an opinion of legal counsel satisfactory to the managing Members that such assignment is subject to an effective registration under, or exempt from the registration requirements of the applicable state and federal securities laws;
 - (c) Unless and until the Company receives from the Assignee the information and agreements that the Members may reasonably require,

including, but not limited to, any taxpayer identification number and any agreement that may be required by any taxing jurisdiction;

(d) Unless he shall first have obtained the written consent to such disposition of each other Member, in the absence of such consent, shall have offered such membership interest for sale to the other Members at the price determined in accordance with Paragraph 3, Article XI hereof, and each of such other Members shall have refused the offer so made. The provisions of this paragraph shall be binding upon every person succeeding to the interest of a Member by purchase or otherwise except as expressly provided in Paragraph 4, Article XIII hereof.

(e) SELLING THE INTEREST MUST BE DONE UNDER THE ARTICLE SET OUT IMMEDIATELY BELOW, OR THE SALE IS VOID.

Sale or Exchange of Interest: In the event of a sale or exchange of some or all of a Member's Interest in the Company, the Capital Account of the transferring Member shall become the capital account of the Assignee, to the extent it relates to the portion of interest transferred. **NO MEMBER SHALL BE ABLE TO SELL HIS INTEREST WITHOUT FIRST OFFERING THE INTEREST TO THE OTHER MEMBERS IN PRO RATA PORTIONS AT A REASONABLE PRICE. IF THERE IS A DISPUTE AS TO THE PRICE, THE DISPUTE MUST BE MEDIATED PRIOR TO ANY LITIGATION BEING PURSUED. THE MEDIATOR SHALL BE CHOSEN BY STEPHEN L. SEXTON IF HE IS STILL THE LLC ATTORNEY.**

FURTHER, IF THERE IS ANY DISPUTE ABOUT THE SALE, A VOTE OF ALL MEMBERS SHALL BE TAKEN AND IF UNANIMOUS CONSENT IS NOT ACHIEVED, THE SALE MUST BE DELAYED. WITHIN 30 DAYS, A SECOND VOTE SHALL BE TAKEN, AND AT THE SECOND VOTE, A MAJORITY OF THE MEMBERS MUST APPROVE THE SALE, OR THE SALE CANNOT TAKE PLACE.

Second item of Business

Any cessation of business must be by unanimous consent of all members. In the event there is no a unanimous vote, within thirty days, a second vote shall be taken, and a majority of members may vote to cease all business operations.

Third Item of Business

Any distribution for any purpose exceeding \$20,000.00 must be by unanimous consent of all members. In the event there is not a unanimous vote, within thirty days, a second vote shall be



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taken, and a majority of members may vote a distribution up to \$30,000.00. This provision shall dominant any previously passed paragraphs in any previous Operating Agreement. It is recognized and approved that a distribution of up to \$30,000.00 is authorized at this time for the payment of taxes for Leticia Creasey, as previously required under the previous operating agreement.

Fourth Item of Business

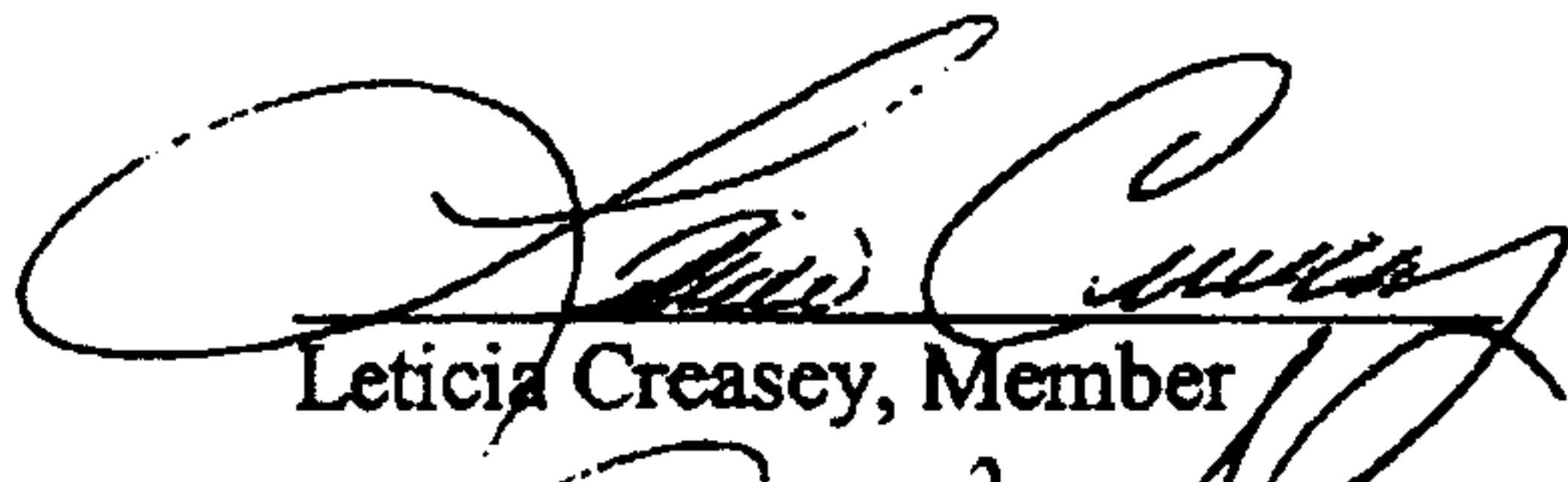
The following is recognition that the ownership interest purchased last month has been redistributed as of today. The new ownership interest in the membership, with all incident voting privileges from this day forward shall be as follows:

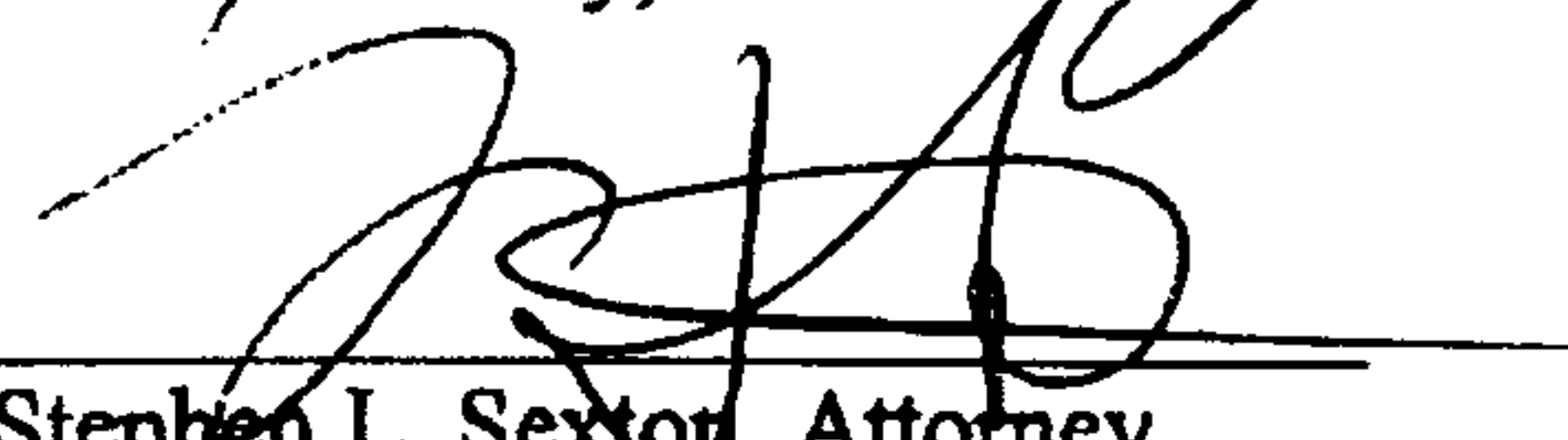
| | |
|-----------------|-----|
| Leticia Creasey | 55% |
| Ryan Robnett | 45% |

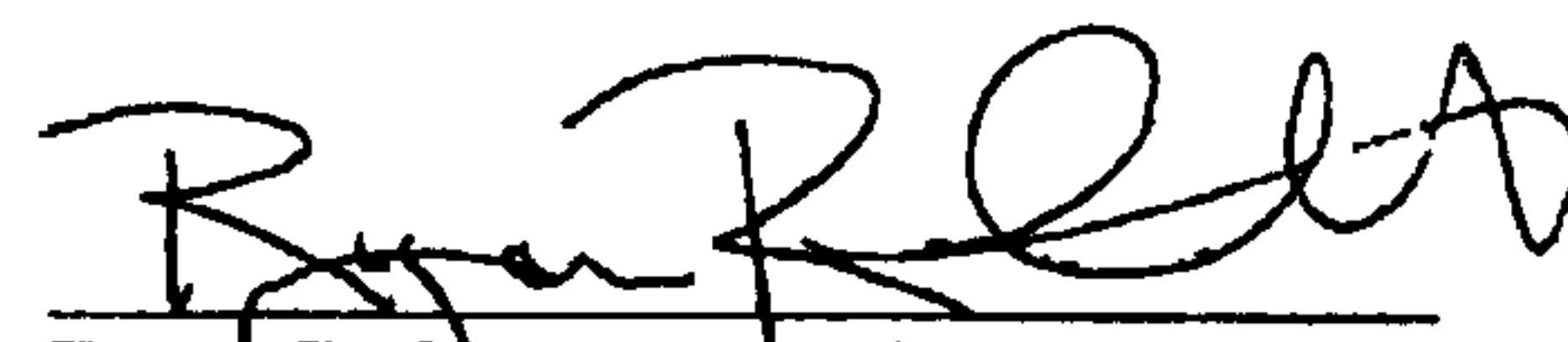
The above ended the business session of the members, while confirming the title of Managing Member on Leticia Creasey, and the title of Chief Operating Officer on Ryan Robnett. A discussion was held and vote taken that no ownership interest created any right to be an employee of the company, and that any employment was by separate and distinct agreement, whether in writing or at will in the State of Alabama.

Meeting Adjourned by unanimous vote.

Each member acknowledges their presence at the meeting, and their agreement that the business was conducted as set forth above, by their signature affixed hereto.


Leticia Creasey, Member


Stephen L. Sexton, Attorney


Ryan Robnett, Member

5/22/13
Dated Signed:



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