

STATE OF ALABAMA

**DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION**

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

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



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Shelby Cnty Judge of Probate, AL
04/06/2015 10:12:17 AM FILED/CERT

(For County Probate Office Use Only)

This form must be typed or laser printed.

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

MARGARITA GRILL LLC

2. The date the Certificate of Formation was filed in the county: 04, 19, 2006 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 477 - 690 **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)

JAVIER JEREZ

449 Holland Lakes Dr N

Pelham AL 35124

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: None

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.]

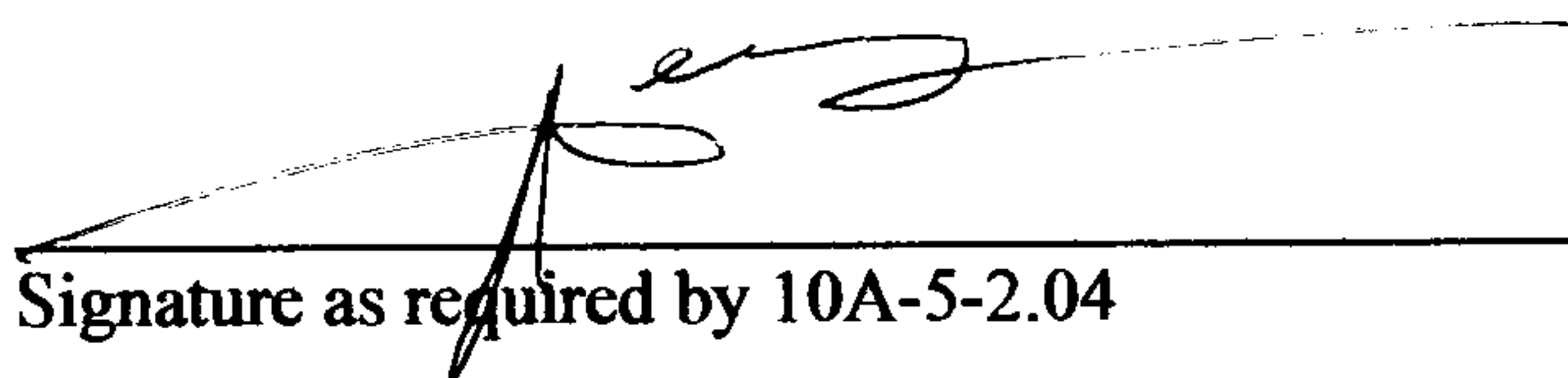
5. The following amendment was adopted on 04 / 05 / 2015 (format MM/DD/YYYY):

Amendment to Articles of Organization of
Margarita Grill LLC

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

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

04-05-2015
Date (MM/DD/YYYY)


Signature as required by 10A-5-2.04

JAVIER JEREZ
Typed Name of Above Signature


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Chief Executive
Typed Title/Capacity to Sign under 10A-5-2.04

AMENDMENT TO ARTICLES OF ORGANIZATION

of

MARGARITA GRILL, LLC

A Manager-Managed Limited Liability Company

PURSUANT TO THE ALABAMA LIMITED LIABILITY COMPANY ACT, the undersigned hereby adopt the following Amendment to the Articles of Organization executed the 18th day of April 2006 to reflect the following:

By assignment executed the 1st day of February, 2007, a copy of which is attached hereto and incorporated herein by reference, Javier Ernesto Jerez of 234 Cahaba Valley Road, Birmingham, Alabama 35124 became the sole owner of Margarita Grill, LLC and remains the sole owner of all of the membership units of the company. Joel A. Rivera no longer owns any of the membership units of the company and serves in no official capacity as a manager or agent of the same.

The said Javier Ernesto Jerez of 234 Cahaba Valley Road, Birmingham, Alabama 35124 is also the Chief Executive Manager and sole manager of Margarita Grill, LLC.

The said Javier Ernesto Jerez of 234 Cahaba Valley Road, Birmingham, Alabama 35124 is also the sole registered agent for service of process of Margarita Grill, LLC.

Dated this 5th day of April, 2015.


Javier E. Jerez, Chief Executive
Manager

This Document Prepared By:
George Huddleston III
Attorney at Law
2629 Dolly Ridge Road
Birmingham, Alabama 35243


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Agreement of Purchase and Sale
by and between Joel A. Rivera and, Javier E. Jerez Regarding Margarita
Grill, LLC

For an in consideration of the mutual covenants and promises herein made by and between the parties, the undersigned agree as follows:

It is hereby agreed that, Joel A. Rivera, (Seller) does hereby sell, convey, and otherwise transfer all of his right, title and interest in and to all of the membership interest or membership units owned by him, inclusive of any amounts that may be due to Seller by Javier E. Jerez (Buyer) or by Margarita Grill, LLC (the Company) prior to the date hereof, to Buyer for the sum of Thirty Thousand and no/100 Dollars (\$30,000.00), in accordance with the terms of that certain promissory note executed simultaneously herewith, and other good and valuable consideration herein acknowledged to have been paid by Buyer to Seller.

The Seller warrants that he is the owner of 100% of the membership interests herein conveyed and that he has not sold, transferred or otherwise conveyed any such interest to any person, firm or corporation since the date he acquired the same, and that he has full ownership of such units and has an unequivocal right to sell, transfer and convey the same to Buyer.

It is also understood and agreed by and between the parties that Margarita Grill, LLC owns certain unencumbered restaurant equipment and supplies the details of which have been disclosed to the Buyer, and that Seller intends by this conveyance to transfer such beneficial ownership in and to such property to Buyer. Seller further warrants that he has disclosed all debt of the Company to the Buyer and that none exists other than as disclosed.


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The Buyer agrees to hold the Seller harmless from any liabilities arising from any sales tax, payroll tax, Federal tax, alcohol tax or search of the taxes, inclusive of penalties and interest that have arisen therefrom, and any that may have been imposed upon the Margarita Grill, LLC since its inception.

The Seller hereby specifically consents to the transfer of such membership units to Buyer in accordance with Sections 1.9 and 7.1 of the Operating Agreement of Margarita Grill, LLC.

The Buyer agrees to hold the Seller harmless from any and all claims, choses in action or other liabilities he may have incurred to the date hereof and warrants agrees that he will satisfy any such liabilities as they may come due.

Dated this 1st day of February, 2007.

JOEL RIVERA

Joel A Rivera

[Signature]

Javier E. Jerez

[Signature]

Witness

[Signature]

Witness

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