

**FIRST AMENDMENT TO THE  
CERTIFICATE OF FORMATION  
OF  
CREEKWATER DEVELOPMENT, LLC**



20160311000079940 1/8 \$83.00  
Shelby Cnty Judge of Probate, AL  
03/11/2016 03:01:04 PM FILED/CERT

This First Amendment to the Certificate of Formation of Creekwater Development, LLC is filed pursuant to the Provisions of *Section 10A-5A-2.02 of the Code of Alabama (1975)*.

The date the original Certificate of Formation was filed in Shelby County, Alabama was September 28, 2015.

The original Certificate of Formation was recorded in Instrument 20150928000337300 in the office of the Judge of Probate of Shelby County, Alabama.

The Alabama Secretary of State Entity ID of Creekwater Development, LLC is 346-137.

Pursuant to the Provisions of *Section 10A-5A2.02 of the Code of Alabama (1975)*, the undersigned, the initial Members, Jerry R. Adams, Jr. and Connor Farmer hereby amend the following limited liability company Certificate of Formation as follows:

**ARTICLE IV**  
***Registered Office; Registered Agent***

The location and street address of the initial registered office of the Company shall be 120 Bishop Circle, Pelham, Alabama 35124 and its registered agent to whom process may be sent in Alabama at such address shall be Jerry R. Adams, Jr.

**ARTICLE V**  
***Principal Office***

The principal office of the limited Liability Company is 120 Bishop Circle, Pelham, Alabama 35124.

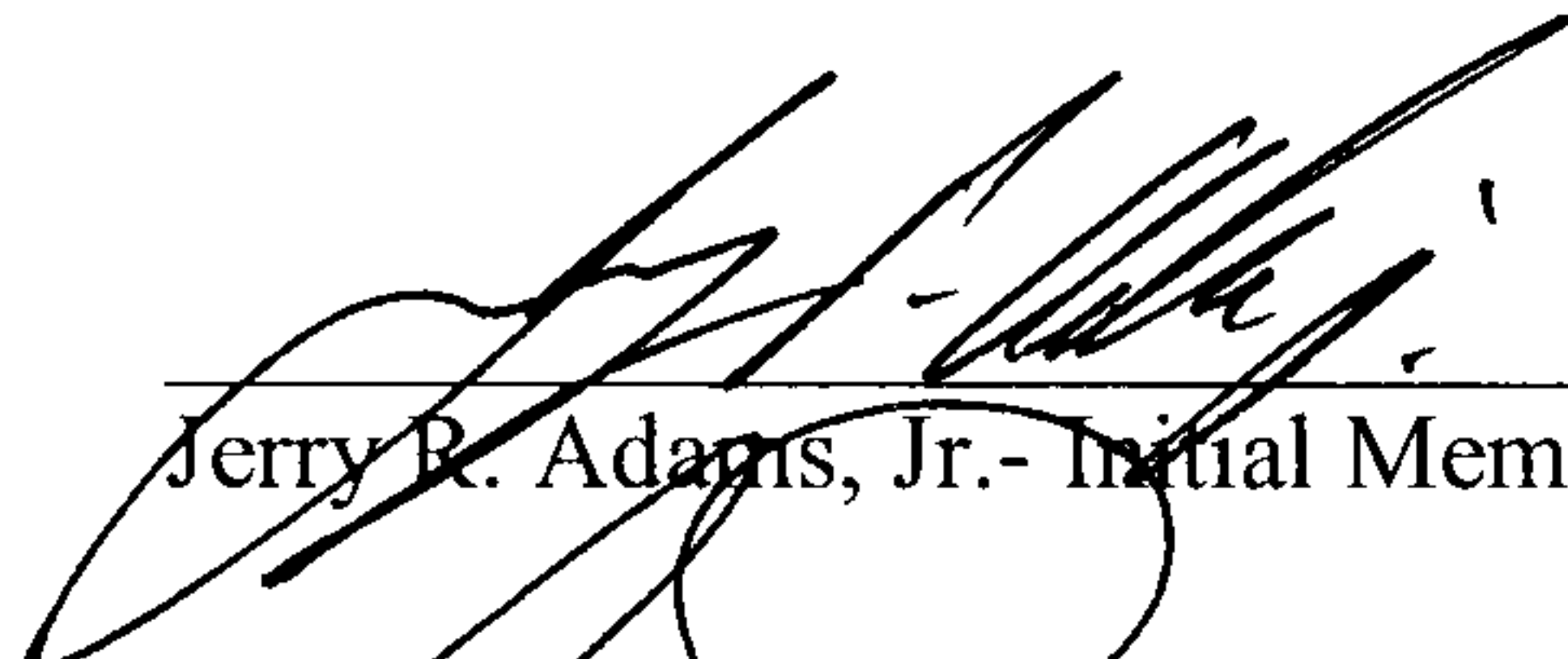
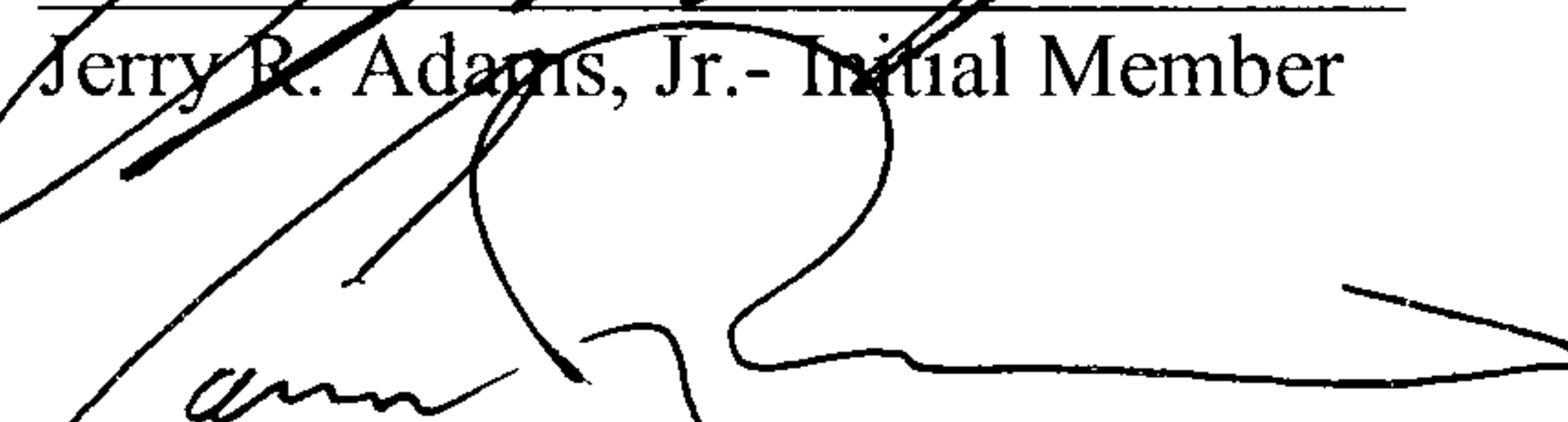
**ARTICLE VII**  
***Management of the Company***

The Limited Liability Company shall be managed by the Managing Member, Jerry R. Adams, Jr.


All other provisions of the original Certificate of Formation shall remain in full force and effect.

WITNESS WHEREOF, this First Amendment to the Certificate of Formation of Creekwater Development, LLC has been subscribed as of the 9th day of March, 2016 by the undersigned initial Members, who affirm that the statements made herein are true under the penalties of perjury.

This the 9th day of March, 2016

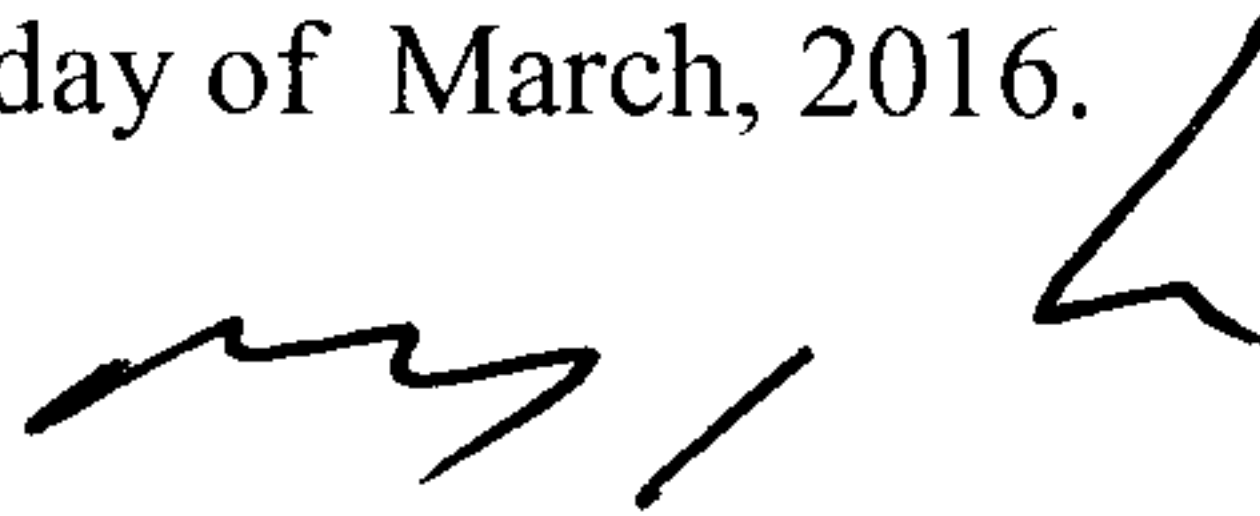
  
\_\_\_\_\_  
Jerry R. Adams, Jr.- Initial Member  
  
\_\_\_\_\_  
Connor Farmer- Initial Member

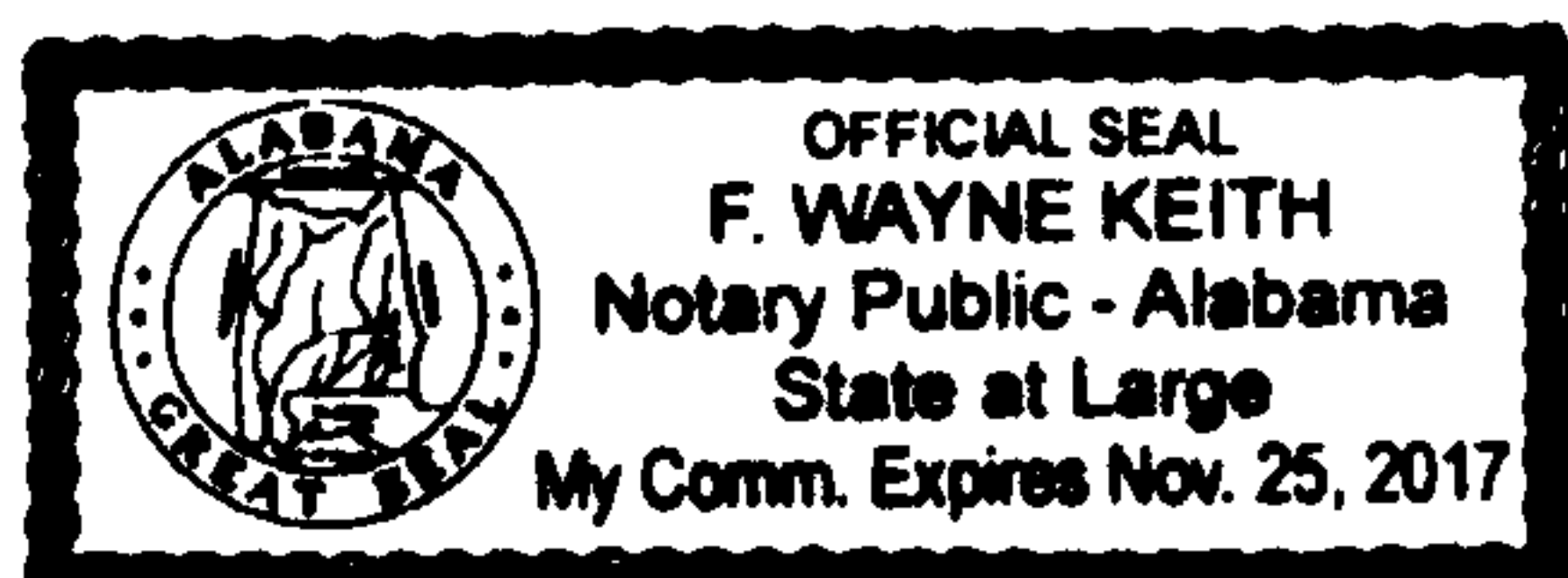
STATE OF ALABAMA  
SHELBY COUNTY

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

Given under my hand and seal this the 9th day of March, 2016.



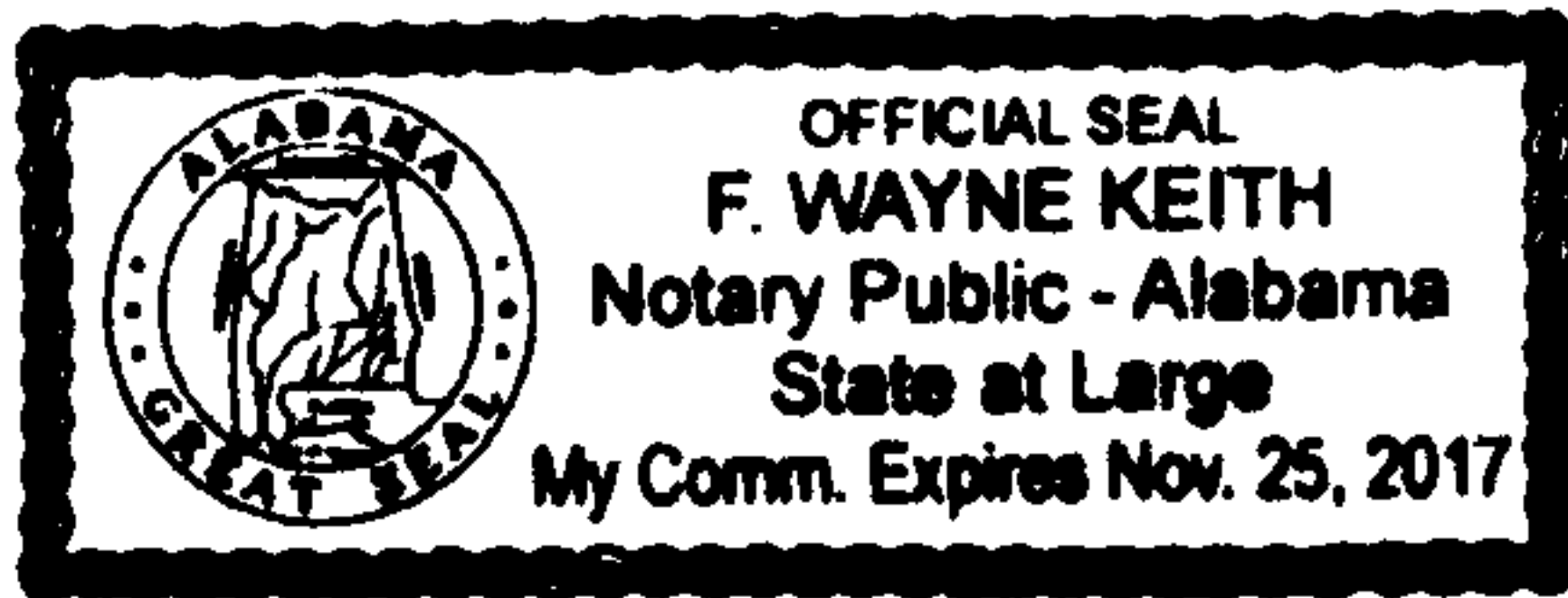


\_\_\_\_\_  
Notary Public


STATE OF ALABAMA  
SHELBY COUNTY

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

Given under my hand and seal this the 9th day of March, 2016.



  
\_\_\_\_\_  
Notary Public

  
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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



# **AMENDED LIMITED LIABILITY COMPANY OPERATING AGREEMENT**


## **CREEKWATER DEVELOPMENT, LLC**

A Managing Member Limited Liability Company

### **OPERATING AGREEMENT**

THIS AMENDED OPERATING AGREEMENT is made and entered into effective March 9, 2016, by and among: Jerry R. Adams, Jr. and Connor Farmer.

This Amended Operating Agreement amends that Operating Agreement between the Initial Members by changing the following section:



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### **SECTION 3**

#### **ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

### **SECTION 5**

#### **POWERS AND DUTIES OF MANAGERS**

##### *5.1 Management of Company.*

5.1.1 The Company shall be managed by Jerry R. Adams, Jr., the Managing Member, within the authority granted by the Act and the terms of this Agreement shall have the complete power and

authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

IN WITNESS WHEREOF, the parties to this Agreement execute this Amended Operating Agreement as of the date and year first above written.

MEMBERS:



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Jerry R. Adams, Jr.

Signature

Connor Farmer

Signature


Printed/Typed Name

Signature

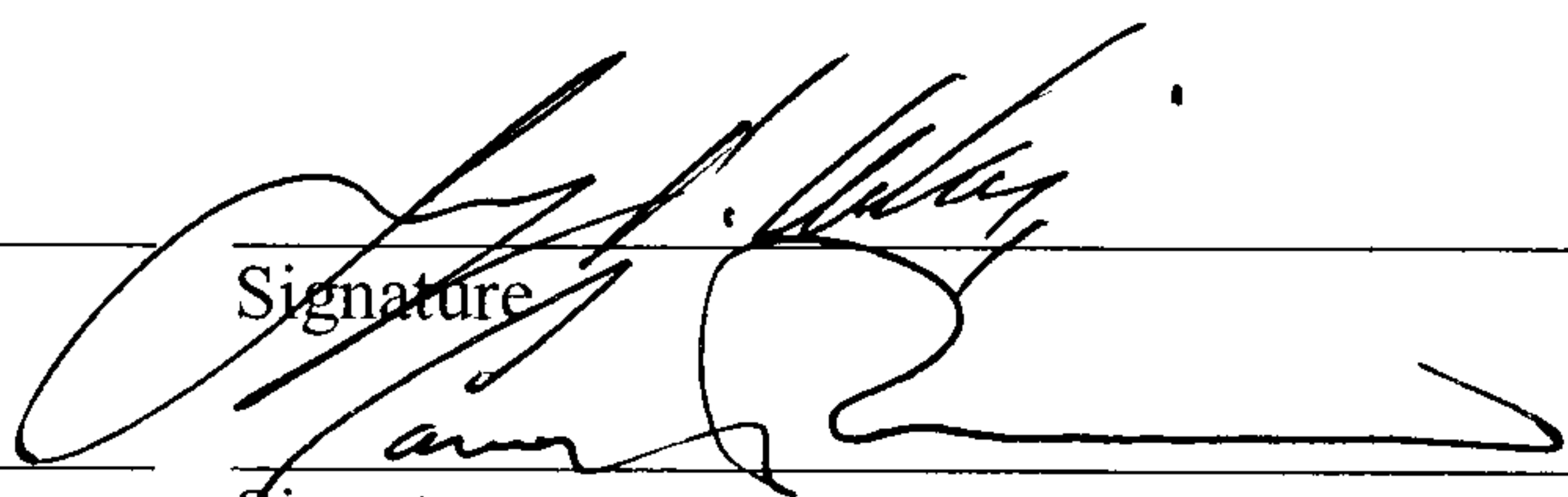

**Listing of Members - Schedule 1**  
**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**FOR CREEKWATER DEVELOPMENT, L.L.C.**  
**LISTING OF MEMBERS**

As of the 9th day of March, 2016, the following is a list of Members of the Company:

NAME	ADDRESS
Jerry R. Adams, Jr.	374 Copperhead Road Maylene, Alabama 35114
Connor Farmer	2251 Emmet Cove Birmingham, Alabama 35242

  
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Authorized by Member(s) to provide Member Listing as of this 9th day of March, 2016.

Jerry R. Adams, Jr.	
Printed/Typed Name	Signature
Connor Farmer	
Printed/Typed Name	Signature
Printed/Typed Name	Signature



**Listing of Capital Contributions - Schedule 2**  
**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**FOR CREEKWATER DEVELOPMENT, L.L.C.**  
**CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$100. The description and each individual portion of this initial contribution is as follows:

NAME	CONTRIBUTION	% OWNERSHIP
Jerry R. Adams, Jr.	\$198.00	99.0%
Connor Farmer	\$2.00	1.0%

SIGNED AND AGREED this 9th day of March, 2016.

Jerry R. Adams, Jr.

Printed/Typed Name

Signature

Connor Farmer

Printed/Typed Name

Signature

Printed/Typed Name

Signature



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**Listing of Valuation of Members Interest - Schedule 3**  
**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**FOR CREEKWATER DEVELOPMENT, LLC**  
**VALUATION OF MEMBERS INTEREST**

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME	VALUATION ENDORSEMENT
Jerry R. Adams, Jr.	\$198.00
Connor Farmer	\$2.00

SIGNED AND AGREED this 9th day of March, 2016.

Jerry R. Adams, Jr.  
\_\_\_\_\_  
Printed/Typed Name


Signature

Connor Farmer  
\_\_\_\_\_  
Printed/Typed Name

Signature

\_\_\_\_\_  
Printed/Typed Name

Signature

  
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