

**FIRST AMENDMENT TO THE
CERTIFICATE OF FORMATION
OF
HIGHWAY 13, LLC**

This First Amendment to the Certificate of Formation of Highway 13, 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 August 8, 2015.

The original Certificate of Formation was recorded in Instrument 20150805000269910 in the office of the Judge of Probate of Shelby County, Alabama.

The Alabama Secretary of State Entity ID of Highway 13, LLC is 341-969.

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 VI

Article VI of the Certificate of Formation listed the initial members of Highway 13, LLC and that Article shall be amended to reflect the removal of a member and the addition of a new member. The amended membership list is as follows:

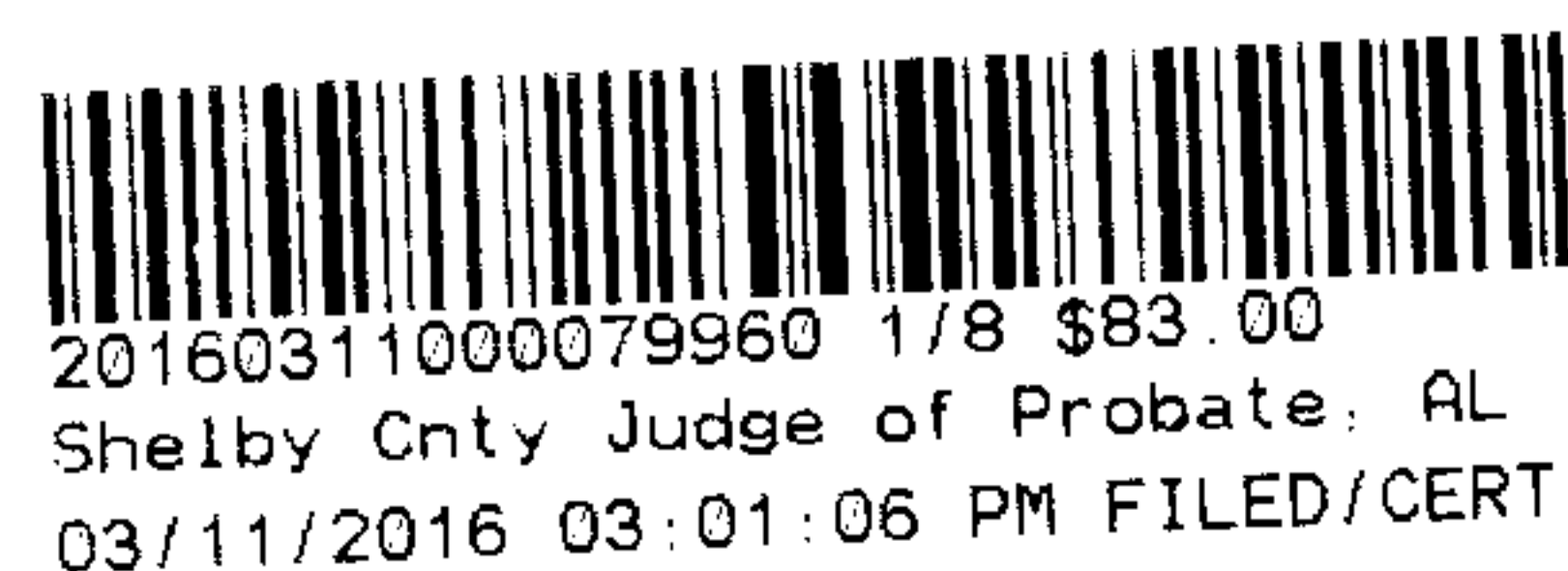
Connor Farmer
2251 Emmet Cove
Birmingham Alabama 35242

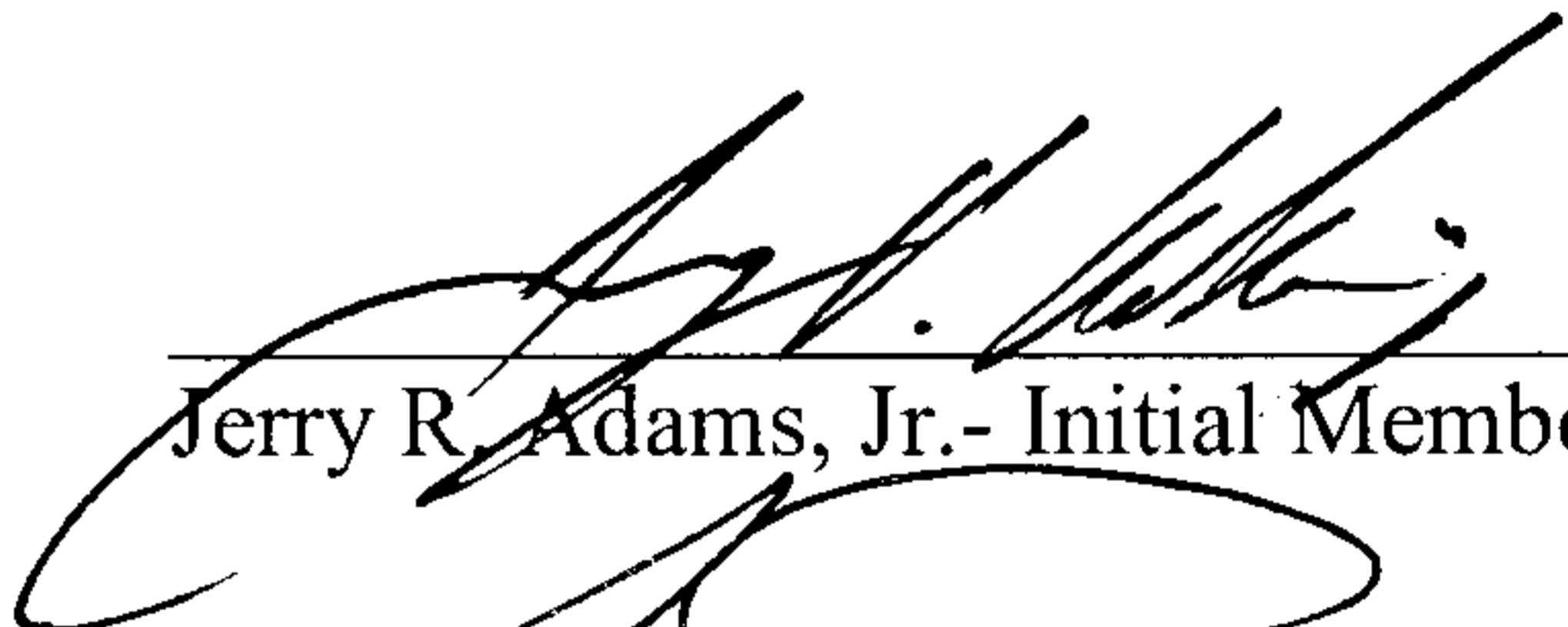
Wes Davis
2613 Apollo Circle
Hoover, Alabama 35226

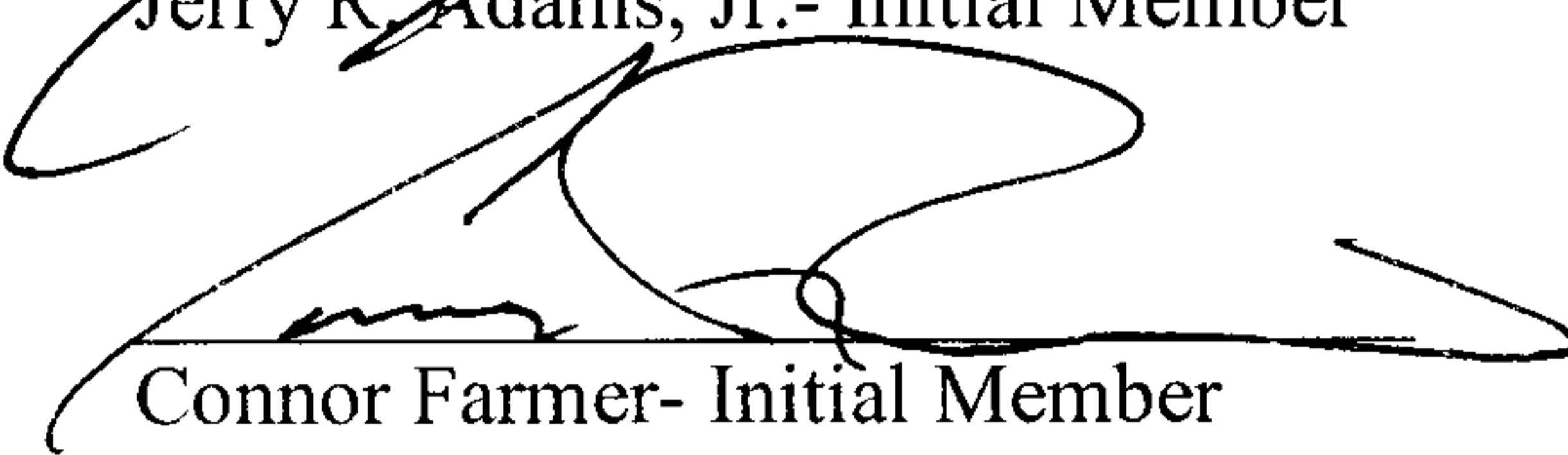
All other provisions of the original Certificate of Formation shall remain in full force and effect.

WITNESS WHEREOF, this First Amendment to the Certificate of Formation of Highway 13, LLC has been subscribed as of the 10th 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



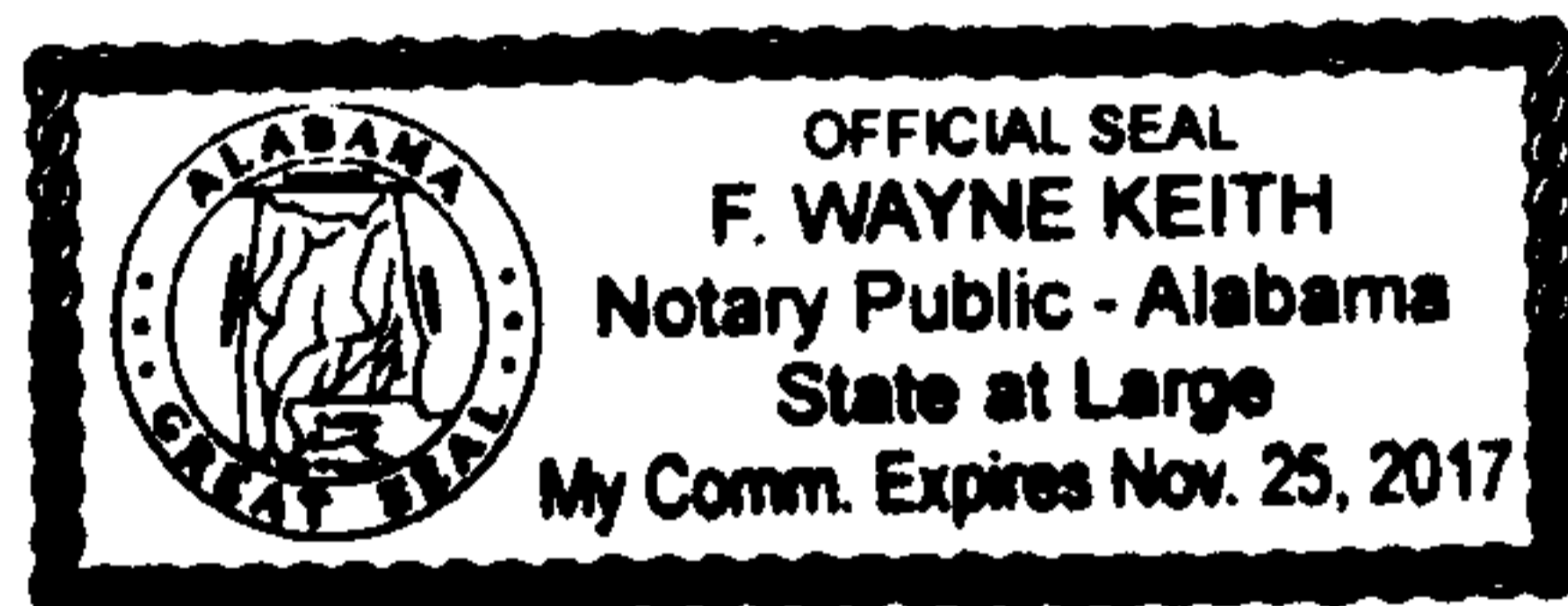

Jerry R. Adams, Jr.- Initial Member


Connor Farmer- Initial Member

STATE OF ALABAMA
SHELBY COUNTY

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 Highway 13, 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 Highway 13, 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.

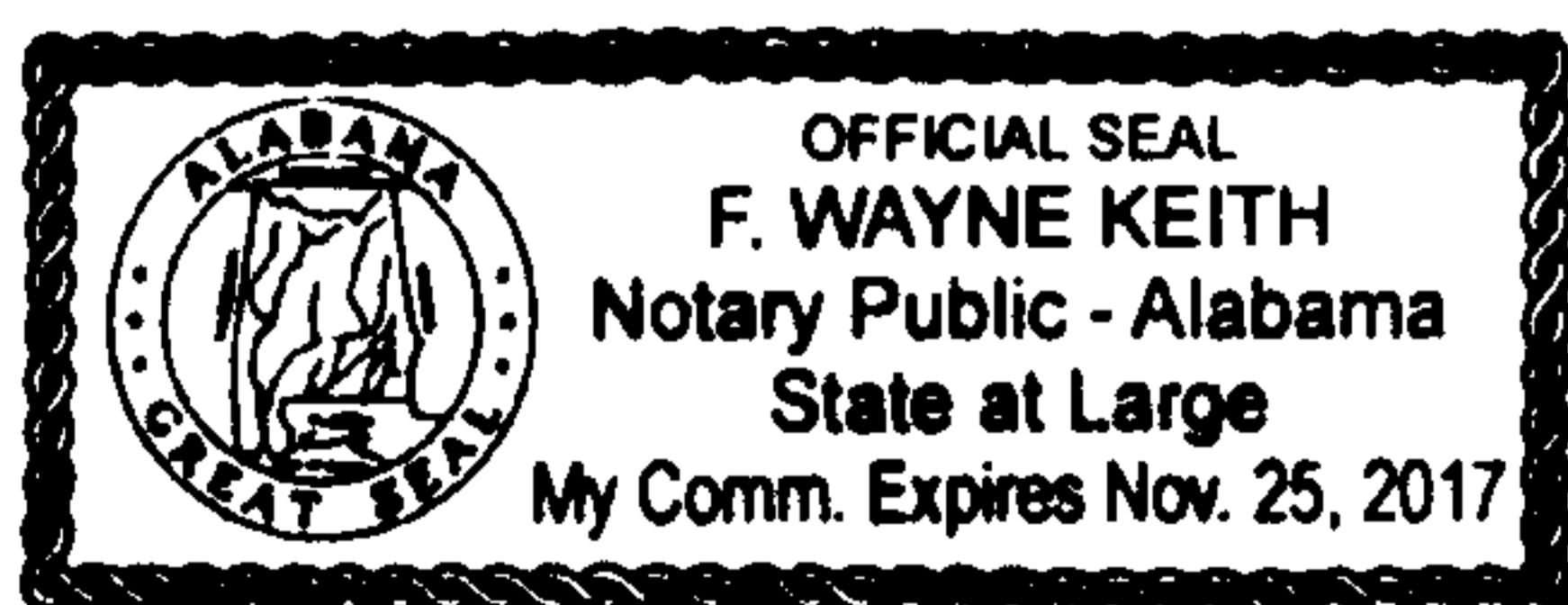



Notary Public

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 Highway 13, 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 Highway 13, 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



20160311000079960 2/8 \$83.00
Shelby Cnty Judge of Probate, AL
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THIS INSTRUMENT PREPARED BY:

F. Wayne Keith, Attorney

Law Offices of F. Wayne Keith, PC

120 Bishop Circle

Pelham, Alabama 35124



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AMENDED LIMITED LIABILITY COMPANY OPERATING AGREEMENT

HIGHWAY 13, LLC

A Member Managed Limited Liability Company

OPERATING AGREEMENT

THIS AMENDED OPERATING AGREEMENT is made and entered into effective March 9, 2016, by and among: Connor Farmer and Wes Davis.

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

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).

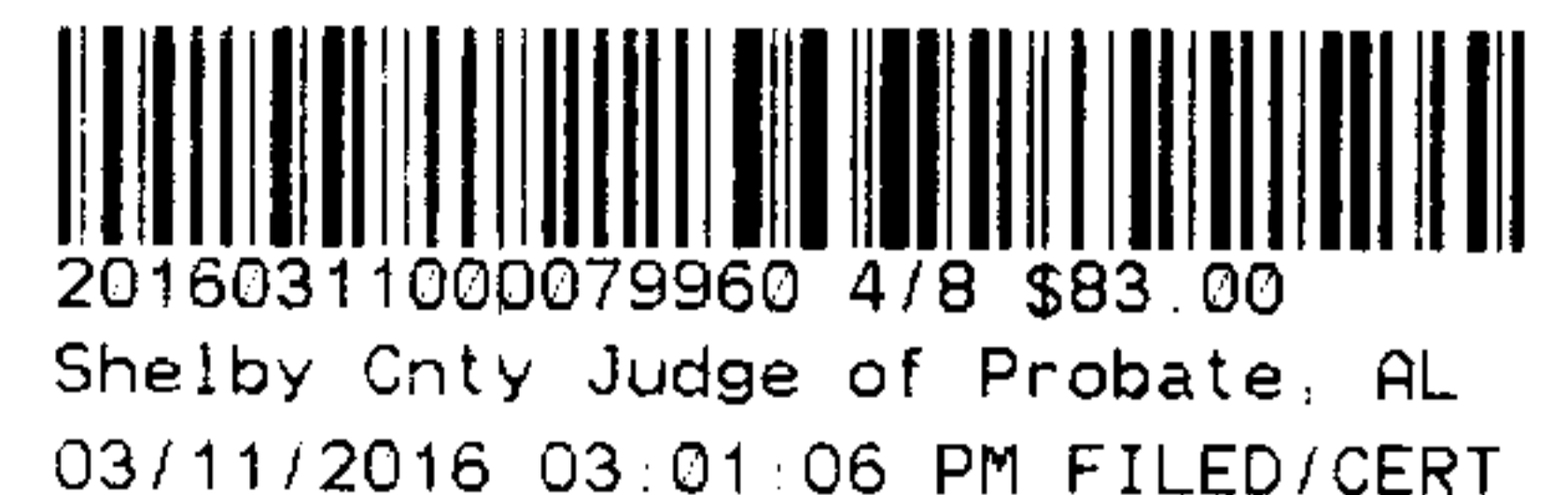
3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 The Company shall be managed by Members 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.

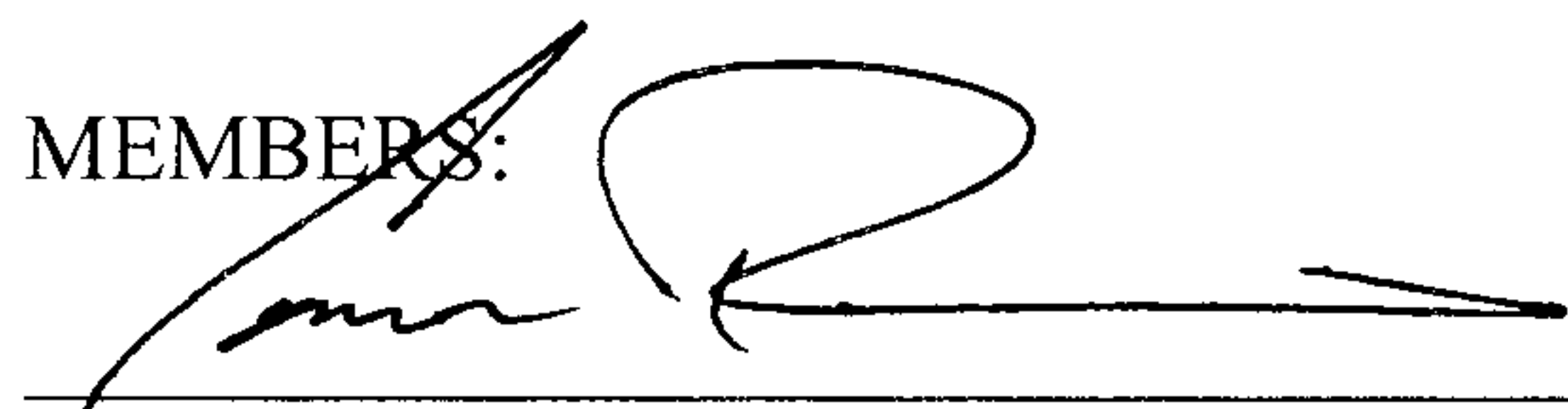
5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

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:



Connor Farmer

Signature

Wes Davis

Signature

Printed/Typed Name

Signature



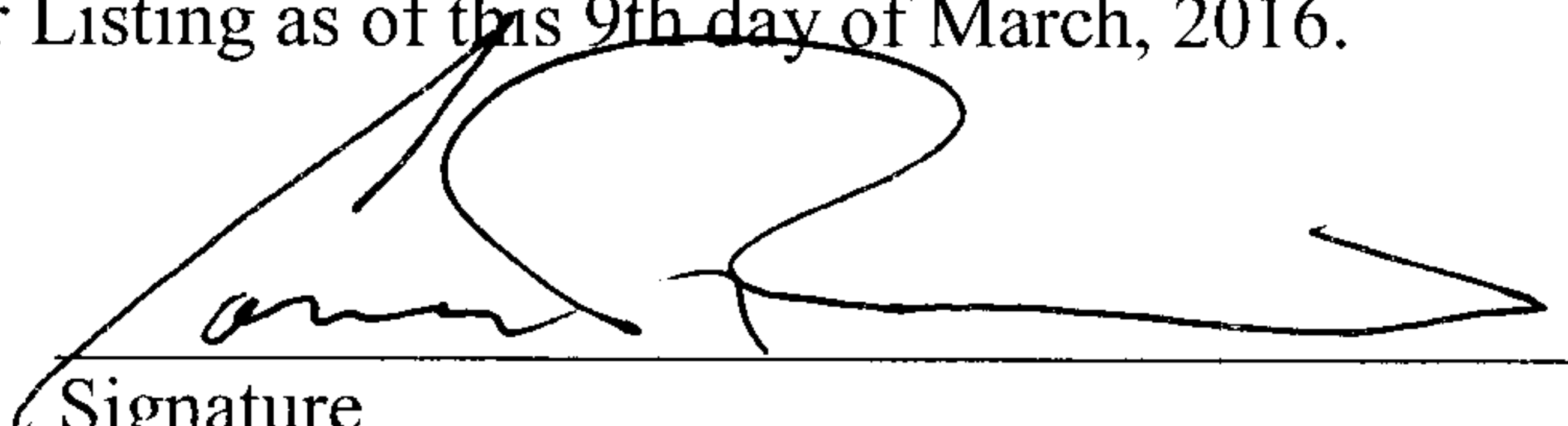
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Listing of Members - Schedule 1
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR HIGHWAY 13, L.L.C.
LISTING OF MEMBERS

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

NAME	ADDRESS
Connor Farmer	2251 Emmet Cove
	Birmingham, Alabama 35242
Wes Davis	2613 Apollo Circle
	Hoover, Alabama 35226

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

Connor Farmer	
Printed/Typed Name	Signature
Wes Davis	
Printed/Typed Name	Signature
Printed/Typed Name	Signature



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Listing of Capital Contributions - Schedule 2
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR HIGHWAY 13, 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
Connor Farmer	\$198.00	99.0%
Wes Davis	\$2.00	1.0%

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

Connor Farmer

Printed/Typed Name

Signature

Wes Davis

Printed/Typed Name

Signature

Printed/Typed Name

Signature

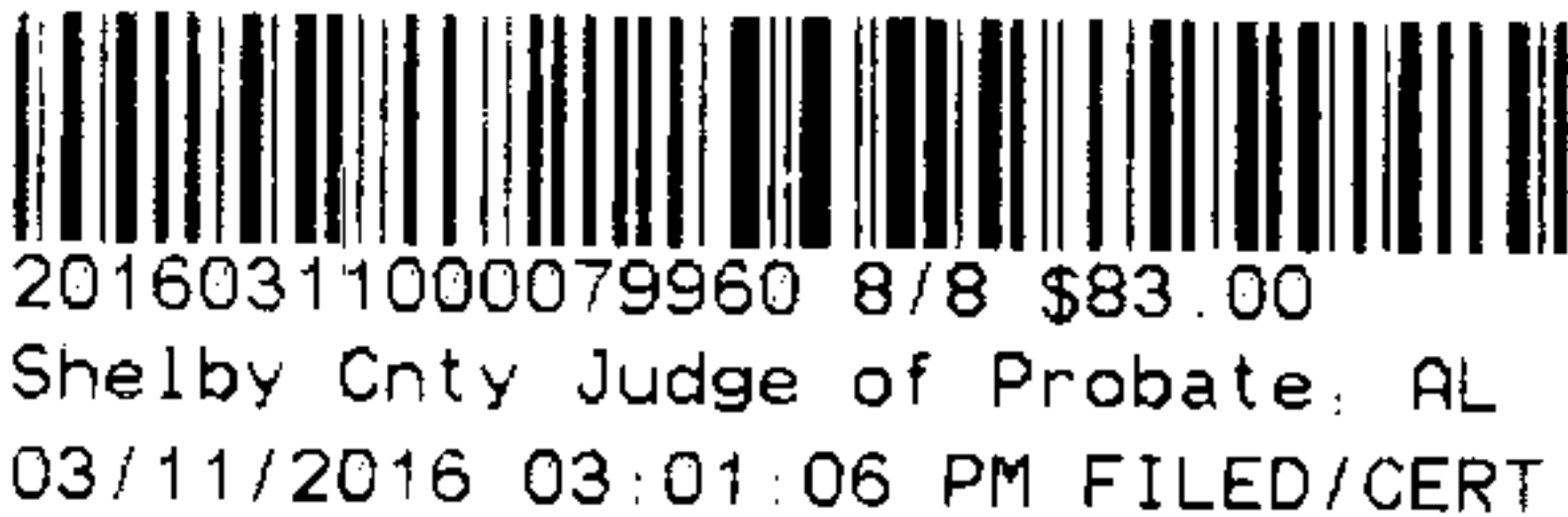


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Listing of Valuation of Members Interest - Schedule 3
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR HIGHWAY 13, LLC
VALUATION OF MEMBERS INTEREST

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

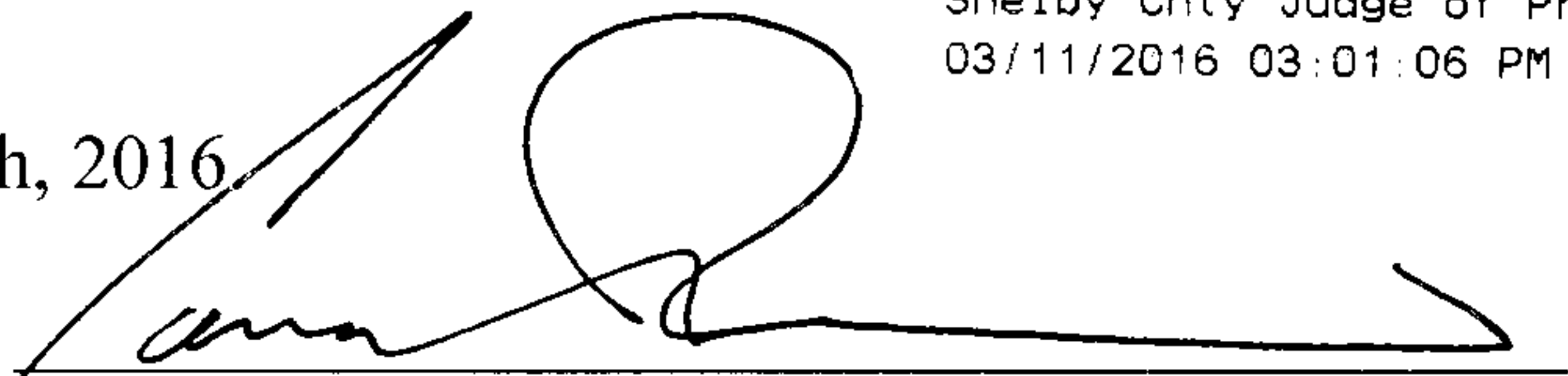
NAME	VALUATION ENDORSEMENT
Connor Farmer	\$198.00
Wes Davis	\$2.00



SIGNED AND AGREED this 9th day of March, 2016

Connor Farmer

Printed/Typed Name



Signature

Wes Davis

Printed/Typed Name

Signature

Printed/Typed Name

Signature