

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY  
AMENDMENT TO FORMATION/ORGANIZATION

  
20160315000082470 1/15 \$83.00  
Shelby Cnty Judge of Probate, AL  
03/15/2016 08:48:43 AM FILED/CERT

**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](http://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.

(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:

Pharmacy Innovations LLC

2. The date the Certificate of Formation was filed in the county: 01 / 07 / 2016 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): \_\_\_\_\_ - **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](http://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)

Tom McDougal  
Kerrera LLC  
22 Inverness Center Parkway  
Suite 160  
Birmingham, Alabama 35242

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

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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 03 / 07 / 2016 (format MM/DD/YYYY):

Pharmacy Group South LLC was removed as a Ownership Shareholder.

Brian Smith of Pharmacy Group South LLC was removed as Chairman of the Board and Director.

Ward Drennen was added as a Ownership Shareholder and named Managing Partner.

Tom McDougal was removed as Managing Partner and named Chairman of the Board.

The Amended Certificate of Formation is attached to reflect the above changes effective 3/7/2016

☐ 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.

03 / 09 / 2016  
Date (MM/DD/YYYY)

  
Signature as required by 10A-5-2.04

Tom R McDougal, Jr.  
Typed Name of Above Signature

Chairman of the Board for Pharmacy Innovations LLC  
Typed Title/Capacity to Sign under 10A-5-2.04



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**CERTIFICATE OF FORMATION AND COMPANY AGREEMENT**  
**OF**  
**PHARMACY INNOVATIONS, LLC**  
**AN ALABAMA LLC**

**2016**

**Amended 3/7/16**

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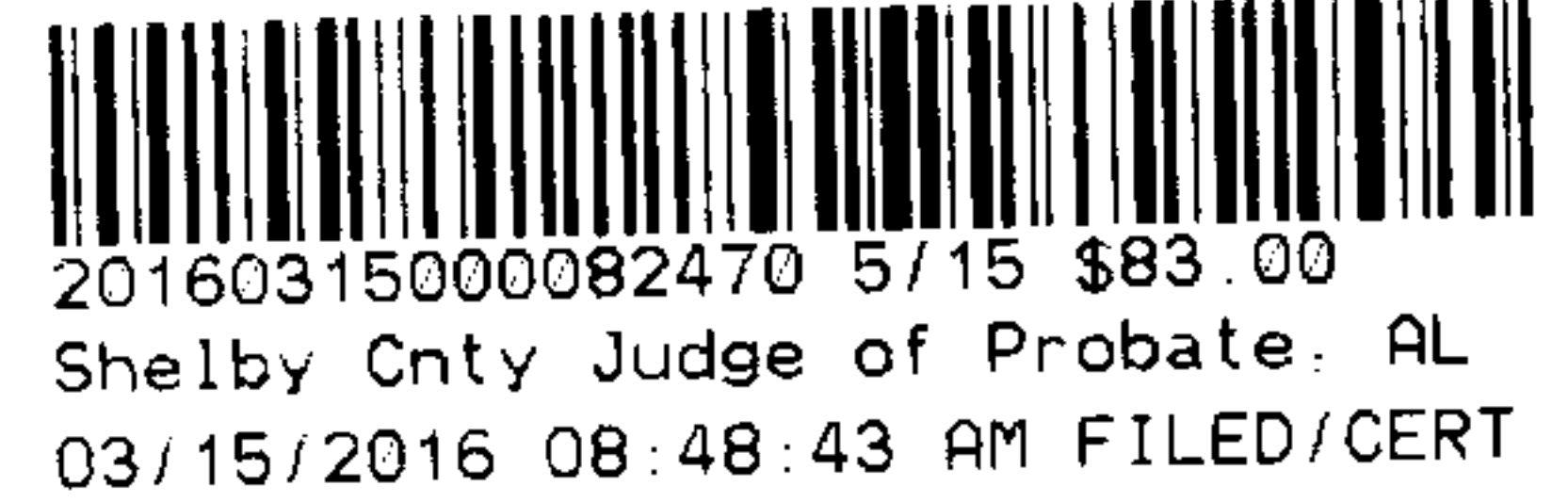
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**CERTIFICATE OF FORMATION AND COMPANY AGREEMENT**

**OF**

**PHARMACY INNOVATIONS, LLC**

**ARTICLE I.  
Corporate Seal**



**Section 1.1 Seal.** The corporate seal shall have inscribed thereon the name of the LLC and the words "Corporate Seal".

**ARTICLE II.  
LLC Formation and Purpose**

**Section 2.1 LLC Formation and Purpose.** Pharmacy Innovations, LLC is an Alabama LLC (hereinafter, the "LLC") consistent with the laws, regulations and codes for LLCs in the State of Alabama. The LLC was formed for the purpose of:

- a. Providing pharmacy solutions and services; and
- b. Conducting other business as determined by the Board of Directors and allowed by law.

**ARTICLE III.  
Ownership, Management, Principle Address, and Initial Capital Funding**

**Section 3.1 Ownership Shareholders.** The LLC is owned by the following organizations which are defined as "Shareholders" of the LLC. Each Shareholder will contribute an officer to serve as a Member of the Board of Directors. The percent designation indicates initial percent of ownership in the company. The company has issued 1000 shares.

Ward Drennen (42.5% - 425 Shares)  
4833 Bridgewater Rd  
Birmingham, AL 35243  
Tax ID 423-98-8962

Kerrera LLC (42.5% - 425 Shares)  
Tom R. McDougal, Jr., President  
22 Inverness Center Parkway, Suite 160  
Birmingham, AL 35242  
Tax ID 81-1054953

Bayhill Partners, LLC (7.5% - 75 Shares)  
Scott Baker  
517 Bayhill Ridge Circle  
Birmingham, AL 35244  
Tax ID 80-0235230

Speegle Enterprises, LLC (7.5% - 75 Shares)  
Brett Speegle  
11175 Maggie Lou Drive  
Tanner, AL 35671  
Tax ID 72-1566269

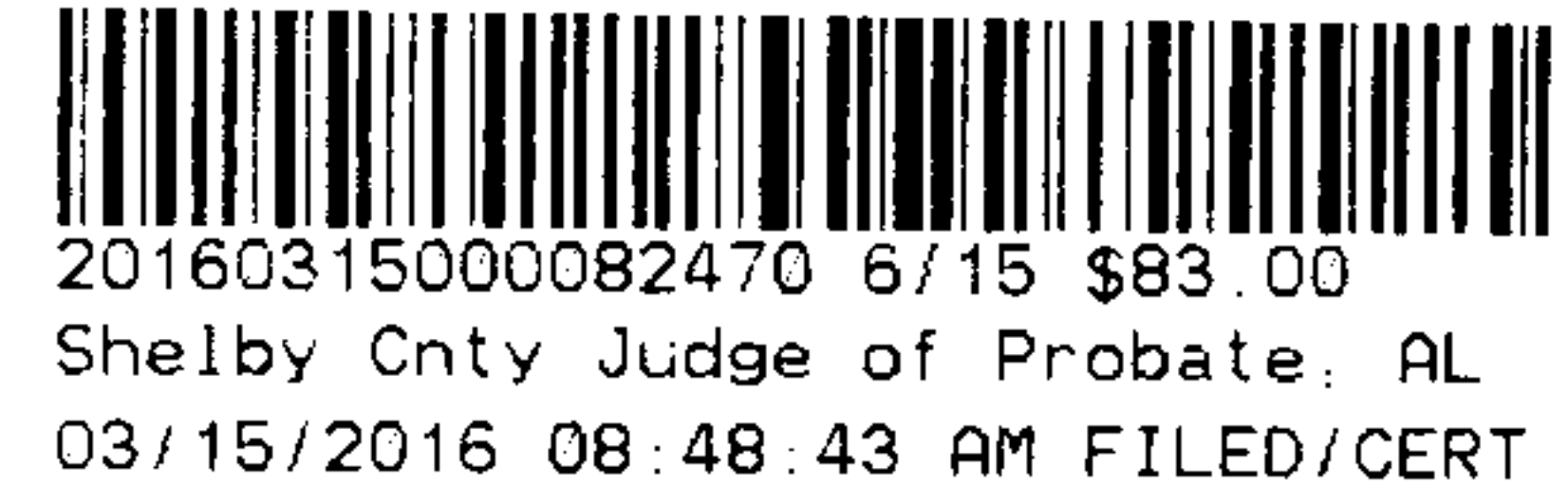
**Section 3.2 Management.** The initial Board Directors shall be:

Ward Drennen  
4833 Bridgewater Rd  
Birmingham, AL 35243

Tom R. McDougal, Jr.  
Kerrera LLC  
22 Inverness Center Parkway, Suite 160  
Birmingham, AL 35242

Scott Baker  
Bayhill Partners, LLC  
517 Bayhill Ridge Circle  
Birmingham, AL 35244

Brett Speegle  
Speegle Enterprises, LLC  
11175 Maggie Lou Drive  
Tanner, AL 35671



**Section 3.3 Management Agreement.** The initial management organization for day-to-day operations of the pharmacy shall be with Oak Mountain Management, LLC, located at 186 Medical Drive, Winfield, AL 35594, Tax ID 35-2373739. The Board Directors shall have authority to sign the Management Agreement. In return for a reduced rate of three thousand dollars (\$3000) per month for said Management Services, Speegle Enterprises LLC shall be granted seventy five (75) shares of Pharmacy Innovations LLC and Bayhill Partners LLC shall be granted seventy five (75) shares of Pharmacy Innovations LLC as designated and allocated in Section 3.1 of this Agreement.

**Section 3.4 Principle Office Address.** The initial principle address for the LLC shall be:

22 Inverness Center Parkway, Suite 160  
Birmingham, AL 35242

**Section 3.5 Initial Capital Contribution.** The initial capital contribution funding for the LLC shall be:

\$25,000 (42.5%) by Ward Drennen  
\$25,000 (42.5%) by Kerrera LLC  
\$0 (0%) by Bayhill Partners LLC  
\$0 (0%) by Speegle Enterprises LLC

**ARTICLE IV**  
**Shareholders' Meetings**

  
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**Section 4.1 Director Representation.**

Each initial Shareholder may appoint a Director to the Board of Directors as provided in this Agreement.

**Section 4.2 Combined Meetings.**

In the event that a Director is appointed for each Shareholder, Board of Director meetings may be held as part of Shareholder Meetings so long as the requirements for both said meetings are met during the Shareholder Meeting.

**Section 4.3 Place.**

All meetings of the Shareholders shall be held at the principal office of the LLC in the State of Alabama or at such other place within or without the State of Alabama as may be determined by the Board of Directors and as may be designated in the notice of such meeting.

**Section 4.4 Time of Annual Meeting.**

(a) The annual meeting of the Shareholders, beginning with the year 2016, shall be held in January of each year, at a specific date and time as agreed by the Board of Directors, for the purpose of electing a Board of Directors and transact such other business as may be properly brought before the meeting.

(b) If the election of Directors is not held as here designated during the annual meeting, or at any adjournment of such meeting, the Board of Directors shall call a special meeting of the Shareholders as soon as conveniently possible thereafter. At such meeting the election of Directors shall take place and such election and any other business transacted there shall have the same force and effect as at an annual meeting duly called and held; provided, however that no change in the time or place of the meeting for the election of Directors shall be made within ten days preceding the date on which the election is to be held. Written notice of any such change shall be given each Shareholder at least fifteen days before the election is held.

(c) In the event the annual meeting is not held at the time prescribed in ARTICLE III, Section 2.2(a) above, and if the Board of Directors shall not call a special meeting as prescribed in ARTICLE III, Section 2.2(a) above within sixty days after the date prescribed for the annual meeting then any Shareholder may call such meeting and at such meeting the Shareholders may elect the Directors and transact other business with the same force and effect as at an annual meeting duly called and held.

**Section 4.5 Quorum.**

The holders of a majority of the common shares issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum, except as otherwise provided by law, but in no event shall a quorum consist of less than one half of the votes entitled to be cast on the matter, therefore, if Shareholders withdraw after a meeting or vote has been convened so that less than one half of those Shareholders entitled to vote are present, the quorum will be broken and no vote may be counted. If, the required quorum shall not be present or cease to be represented at any meeting of the Shareholders, the Shareholders of common stock entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting without notice, provided, however that required notice must be reissued prior to any subsequent meeting.

#### **Section 4.6      Vote, Proxy.**

At such meeting of the Shareholders, every Shareholder entitled to vote shall have one vote for each share of stock having voting rights in his name on the books of the LLC at the election of Directors and upon the demand of any Shareholder, the vote upon any question before the meeting shall be by verbal vote or ballot. All elections shall be had and all questions decided by a majority vote of the common stock represented at the meeting, provided that a quorum is present, except as otherwise provided by law or specifically provided in these Bylaws, but in no event shall a quorum consist of less than one half of the votes entitled to be cast on the matter, therefore, if Shareholders withdraw after a meeting or vote has been convened so that less than one half of those Shareholders entitled to vote are present, the quorum will be broken and no vote may be counted.

A Shareholder may vote his shares through a proxy appointed by a written instrument signed by the Shareholder or by his duly authorized attorney-in-fact and delivered to the secretary of the meeting.

#### **Section 4.7      Notice of Annual Meeting.**

Notice of the annual meeting may be made in writing, including facsimile or email, and must include a statement as to the place, day and hour of the meeting. Such notice shall be given to each Shareholder entitled to vote at his address as it appears in this Agreement of the LLC or as designated in writing by the Shareholder. Such list of Shareholders must be made available to all Shareholders who desire to inspect or copy said list. Such notice shall be given not less than 10 days nor more than 50 days before the date of the meeting. No publication of the notice of meeting shall be required. Except as otherwise required by law notice need not be given of any adjourned meeting.

#### **Section 4.8      Order of Business.**

Meetings of the Shareholders shall be presided over by the Chairman of the Board or if he is not present, by the Managing Director or if he is not present by a Vice Managing Director, or if neither the Chairman of the Board nor the Managing Director is present, by a chairman to be chosen by a majority of the Shareholders entitled to vote at the meeting who are present in person or by proxy. The Secretary of the LLC shall perform the required duties of the meeting or if the Secretary is not present, the Shareholders shall choose any person present to act as Secretary of the meeting.

The order of business shall be as follows:

1. Call of the meeting to order.
2. Proof of notice of the meeting.
3. The reading of minutes of the previous annual meeting.
4. Report of officers and committees.
5. Election of Directors.
6. Miscellaneous business.

#### **Section 4.9      Special Meetings, How Called.**

Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman of the Board, the Managing Director, or Board of Directors and shall be called by the Managing Director at the request in writing of Shareholders owning not less than ten percent of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and delivered to the LLC's Managing Director or Secretary one or more written demands for the meeting describing the purpose

or purposes for which it is to be held, who shall, within 21 days of the receipt of such demand, cause notice to be given of the meeting to be held within 10 days following the notice prescribed in the applicable Alabama Code.

**Section 4.10 Special Meetings, Notice.**

(a) Written notice of a special meeting of the Shareholders stating the time and place and object thereof shall be given not less than ten days nor more than fifty days before such meeting to each Shareholder entitled to vote. If notice is mailed it should be directed to the Shareholder's address as it appears on the stock book. Notice may also be given via facsimile transmission or email.

(b) The shares or bonded indebtedness of this LLC shall not be increased at the meeting unless thirty days' notice of such meeting shall have been given to each Shareholder in the manner prescribed in ARTICLE III Section 2.5 of these Bylaws.

**Section 4.11 Waiver of Notice.**

A Shareholder or Director may waive the notice of meeting by attendance, either in person or by proxy, at the meeting, or by so stating in writing, either before or after such meeting. Attendance at a meeting for the express purpose of objecting that the meeting was not lawfully called or convened shall not, however, constitute a waiver of notice.

**Section 4.12 Special Meetings, Limitations.**

Business transacted at all special meetings shall be confined to the objects stated in the notice.

**ARTICLE V  
Directors**

**Section 5.1 Number of, Term of Office, Removal.**

The property and business of this LLC shall be managed by its Board of Directors, with no less than one director but not more than five in number. Except as herein provided, the number of Directors may be increased or decreased from time to time by an amendment to these Bylaws. Directors are initially appointed by the Shareholders as indicated in Section 3.2 and affirmed by the Board of Directors. Vacancies on the Board of Directors resulting from an increase in the number shall be filled by the Shareholders at the next regular annual meeting. The Directors shall be elected at the annual meeting of the Shareholders and will serve until that Director's retirement from the board or by removal. Any Director may be removed at any time by the Shareholder for whom the Director represents without the approval of the Board of Directors. However, appointment of replacement Directors by the Shareholders requires an affirmative vote of the holders of two-thirds of all the issued and outstanding voting stock of the LLC. The Board of Directors by an affirmative vote of the Directors representing the Shareholders may request a Shareholder to replace a Director.

**Section 5.2 Powers.**

In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the LLC and do all such lawful acts and things as are not by statute or Articles of Organization or by these Bylaws directed or required to also be exercised or done by the Shareholders.

**Section 5.3 Authority**

The Directors shall have sole decision-making authority for the LLC. The Directors may approve and designate limited authority for the Chairman and the Managing Partner as may be appropriate to carry out the operations of the LLC. A simple majority vote of the Directors is necessary for approval of common business matters of the LLC unless designated as a Corporate Matter. Corporate Matters shall be defined as activities of the LLC that are significant to the LLC and include purchase of assets (exclusive of inventory of the LLC), sale of assets, distribution of dividends, allocation of business resources outside the LLC, assumption of debt, assuming or obtaining debt or financing instruments, issuance of new stock, or other matters as designated and approved from time to time by the Directors. All Corporate Matters, as defined herein, require a super majority vote of the Directors owning no less than sixty five percent (65%) of the stock issued by the LLC.

#### **Section 5.4 Qualification.**

Directors need not be Shareholders of the LLC. However, all Shareholders shall serve or appoint to serve a representative of the Shareholder as a Director.

#### **Section 5.5 Vacancies.**

In case there are vacancies on the Board of Directors, the Shareholders may fill that vacancy by an affirmative vote of a majority of voting stock of the LLC.

#### **Section 5.6 Director Liability.**

No director shall be personally liable to the LLC or its Shareholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provide by applicable law, (i) for breach of the director's duty of loyalty to the LLC or its Shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) pursuant to Section 174 of the Alabama General LLC Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the LLC for or with respect to any acts or omissions of such director occurring prior to such amendment.

#### **Section 5.7 Indemnification.**

(a) The LLC shall have power to 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 LLC) by reason of the fact that he is or was a director, officer, employee or agent of the LLC, or is or was serving at the request of the LLC as a director, officer, partner, employee or agent of another LLC, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the LLC, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any 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 he reasonably believed to be in or not opposed to the best interests of the LLC, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The LLC shall have power to 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 or suit by or in the right of the LLC to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the

LLC, or is or was serving at the request of the LLC as a director, officer, partner, employee or agent of another LLC, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the LLC and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the LLC unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the LLC has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, notwithstanding that he has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

(d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the LLC only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to, or who have been wholly successful on the merits or otherwise with respect to such claim, action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the Shareholders.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the LLC in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in subsection (d) upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if and to the extent that it shall ultimately be determined that he is not entitled to be indemnified by the LLC as authorized in this section.

(f) The indemnification authorized by this section shall not be deemed exclusive of and shall be in addition to any other rights (whether created prior or subsequent to the enactment of this section) to which those indemnified may be entitled under any statute, rule of law, provision of articles of incorporation, by-law, agreement, vote of Shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The LLC shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the LLC, or is or was serving at the request of the LLC as a director, officer, partner, employee or agent of another LLC, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the LLC would have the power to indemnify him against such liability under the provisions of this Section.

## **ARTICLE VI**

### **Meetings of the Board of Directors**

#### **Section 6.1 Regular Meetings.**

Regular meetings of the Board may be held with or without notice, at such time and place, whether within or without the State of Alabama, as shall from time to time be determined by the Board.

#### **Section 6.2 Special Meeting.**

Special meetings of the Board may be called by the Chairman of the Board, or the Managing Director on no less than seven day's notice to each Director; special meetings shall be called by the Chairman of the Board, or the Managing Director on like notice upon the written request of two Directors.

#### **Section 6.3 Quorum.**

A majority of the Directors in office, but in no event shall a quorum consist of less than one-half of the Directors, therefore, if a Director withdraws after a meeting or vote has been convened so that less than one-half of the Directors entitled to vote are present, the quorum will be broken and no vote may be counted. If, the required quorum shall not be present or cease to be represented at any meeting of the Directors, the Directors present in person or by proxy, shall have power to adjourn the meeting without notice, provided, however that required notice must be reissued prior to any subsequent meeting.

### **ARTICLE VII Officers**

  
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#### **Section 7.1 General.**

The officers of the LLC shall be a Chairman of the Board, a Managing Director, and a Secretary. In addition there may be such subordinate officers as the Board of Directors may deem necessary. Directors may hold more than one officer title of the LLC by action of the Board of Directors.

#### **Section 7.2 How Chosen, Term, Removal.**

The principal officers shall be as designated below. The Board of Directors at the first meeting of the Board following the Shareholder's annual meeting, or as soon thereafter as is conveniently possible, shall vote to affirm the principle officers. Such officer shall serve until his death, resignation or removal. The Managing Director and Chairman of the Board can only be removed from office, with or without cause, at any time by the affirmative vote of two-thirds of the outstanding voting stock of the LLC. Any officer, except Managing Director and Chairman of the Board, may be removed from office, with or without cause, at any time by the vote of a majority of the Board of Directors then in office.

#### **Section 7.3 Compensation.**

Officers of the LLC shall not be compensated.

#### **Section 7.4 The Chairman of the Board.**

The initial Chairman of the Board shall be Tom McDougal.

The Chairman of the Board shall preside at all meetings of the Shareholders and the Board of Directors. Except where by law, the signature of the Managing Director is required, the Chairman shall possess the same power as the Managing Director to sign all certificates, contracts and other instruments of the LLC, which may be authorized by the Board of Directors. The office of the Chairman of the Board shall remain vacant unless affirmatively filled by the Board of Directors as provided in Section 5.2. If the office of the Chairman of the

Board is not affirmatively filled by the Board of Directors, then the duties incident thereto shall be performed by the Managing Director.

#### **Section 7.5 The Managing Director.**

  
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The initial Managing Director shall be Ward Drennen.

(a) The Managing Director shall be the executive officer and have general supervision of the affairs of the LLC. He shall in the absence of the Chairman of the Board preside at all meetings of the Shareholders and Directors. He shall see that orders and resolutions of the Board are carried into effect and shall perform such other duties as are incident to his office or required of him by the Board of Directors.

(b) The Managing Director shall execute bonds, mortgages, and all other contracts requiring a seal, under the seal of the LLC, as authorized by the Board of Directors.

(c) The Managing Director shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in a book belonging to the LLC and shall deposit all moneys and other valuable effects in the name and to the credit of the LLC, in such depositories as may be designated by the Board of Directors.

(d) The Managing Director shall disburse the funds of the LLC as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Managing Director and the Directors at the regular meeting of the Board, or whenever they may require, an account of all his transactions as treasurer, of the financial conditions of the LLC, and provide that funds of the LLC on deposit in any bank may be with-drawn on check, draft or other order drawn on behalf of the LLC and signed by such person or persons thereunto duly authorized by resolution of the Directors.

#### **Section 7.6 The Secretary.**

The Secretary shall attend all sessions of the Board and all meetings of the Shareholders, and shall report all of the votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties in respect of meetings of the standing committees when required. He shall give or cause to be given notice of all meetings of the Shareholders and of the Board of Directors; he shall keep in safe custody the seal of the LLC, and when authorized by the Board of Directors, affix the same to any instrument requiring it and shall attest it; if Shareholders' meetings are to be held without the State of Alabama, it shall be his duty to secure and file, if required by the laws of said State, a consent in writing of the Shareholders to the holding of such meetings, and make, or cause to be made, and file such certificate as may be provided for by law as to the agents at the principal office of the LLC in said State, and deposit with such agents copies of proceedings of Shareholders' and Directors' meetings held without said state if such shall be required by law; and he shall perform such other duties as may be prescribed by the Board of Directors, under whose supervision he shall be.

### **ARTICLE VIII Vacancies, How Filled**

#### **Section 8.1 Vacancies.**

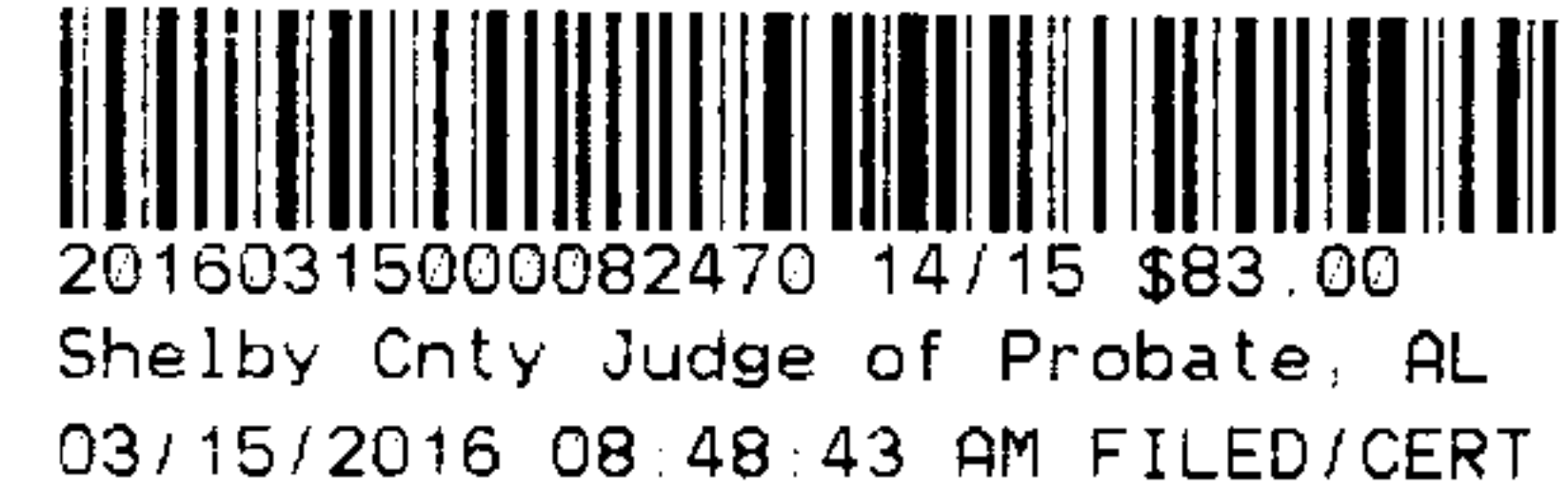
Any vacancy in an office from any cause may be filled for the unexpired portion of the term by the Board of Directors.

**ARTICLE IX**  
**Duties of Officers May Be Delegated**

**Section 9.1 Duties of Officers May Be Delegated.**

In case of the absence of any officer of the LLC, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers and duties, or any of them, of such officer, to any other officer or to any Director.

**ARTICLE X**  
**Alabama Office**



**Section 10.1 Alabama Office.**

The LLC shall at all times maintain a principal office in the State of Alabama, and the legal documents of the LLC shall be kept at such office.

**ARTICLE XI**  
**Dividends**

**Section 11.1 Dividends.**

Subject always to the provisions of law, specifically, the Alabama Code, and the Articles of Organization, the Board of Directors shall have full power to determine whether any, and if so, what part, of the funds legally available for the payment of dividends shall be declared dividends and paid to the Shareholders of the LLC. The Board of Directors may fix a sum which may be set aside or reserved over and above the paid-in capital of the LLC for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish and vary such funds in the Board's absolute judgment and discretion.

**ARTICLE XII**  
**Corporate Action**

**Section 12.1 Depositories.**

(a) The Board of Directors shall select banks, or other depositories in which all funds of the LLC not otherwise employed shall, from time to time, be deposited to the credit of the LLC.

(b) The Board of Directors shall designate an officer or officers to sign all checks or demands for money and notes of the LLC.

(c) All checks exceeding \$10,000.00 shall be countersigned by at least two Directors of the LLC designated to sign checks or demands for money and notes of the LLC.

**Section 12.2 Corporate Securities, How Voted**

Unless otherwise ordered by the Board of Directors, the Managing Director shall have full power and authority on behalf of the LLC to attend and to act and to vote at any meeting of the security holders of other LLCs in which the LLC may hold securities. At such meeting the Managing Director shall possess and may exercise any and all rights and powers incident to the ownership of such securities.

**Section 12.3 Fiscal Year.**

The Board of Directors shall determine the fiscal period upon which the basis of which the company shall set up its accounting system and report its income for tax purposes.

**Section 12.4 Financial Statement.**

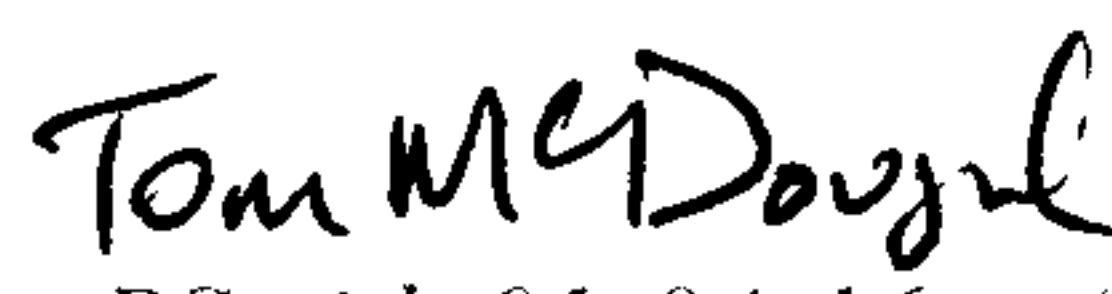
The Board of Directors shall present to the Shareholders at their annual meeting a full and clear statement of the business and condition of the LLC.

**ARTICLE XIII  
Amendments to Bylaws**

  
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**Section 13.1 Amendment to Bylaws.**

The Board of Directors shall have the power to amend, alter or repeal these Bylaws, and to adopt new Bylaws, from time to time by vote of a two thirds majority constituting a quorum of the whole Board as then constituted, but in no event shall a quorum consist of less than two-thirds of the Directors, therefore, if a Director withdraws after a meeting or vote has been convened so that less than two-thirds of the Directors entitled to vote are present, the quorum will be broken and no vote may be counted. Notice of the proposal to make, alter, amend or repeal the Bylaws must be included in the notice of the Directors' meeting at which such takes place. At the next Shareholders' meeting following such action by the Board of Directors, the Shareholders by the affirmative vote of the holders of two-thirds of all the issued and outstanding voting stock of the LLC shall have power to alter or repeal Bylaws newly adopted by the Board of Directors, or to restore to their original status Bylaws which the Board may have altered or repealed, and the notice of such Shareholders' meeting shall include notice that the Shareholders will be called on to ratify the action taken by the Board of Directors with regard to the Bylaws.

  
By: BSmith 01-04-16 (Electronic Signature & Date)  
~~Brian Smith~~, Chairman of the Board

 3/7/16

DATED: January 4, 2016