


STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY  
AMENDMENT TO FORMATION/ORGANIZATION

  
20160915000337190 1/8 \$84.00  
Shelby Cnty Judge of Probate, AL  
09/15/2016 10:48:10 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:

Beacon4, Birmingham Electrical Contractors, LLC

2. The date the Certificate of Formation was filed in the county: 04 / 19 / 2005 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 463 - 316 **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)

Rolfe Russell  
2370 Highway 52  
Helena, Alabama 35080

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT



20160915000337190 2/8 \$84.00  
Shelby Cnty Judge of Probate, AL  
09/15/2016 10:48:10 AM FILED/CERT

4. The titles, dates, and places of filing of any previous Amendments: Name change on 01/24/2013

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.]

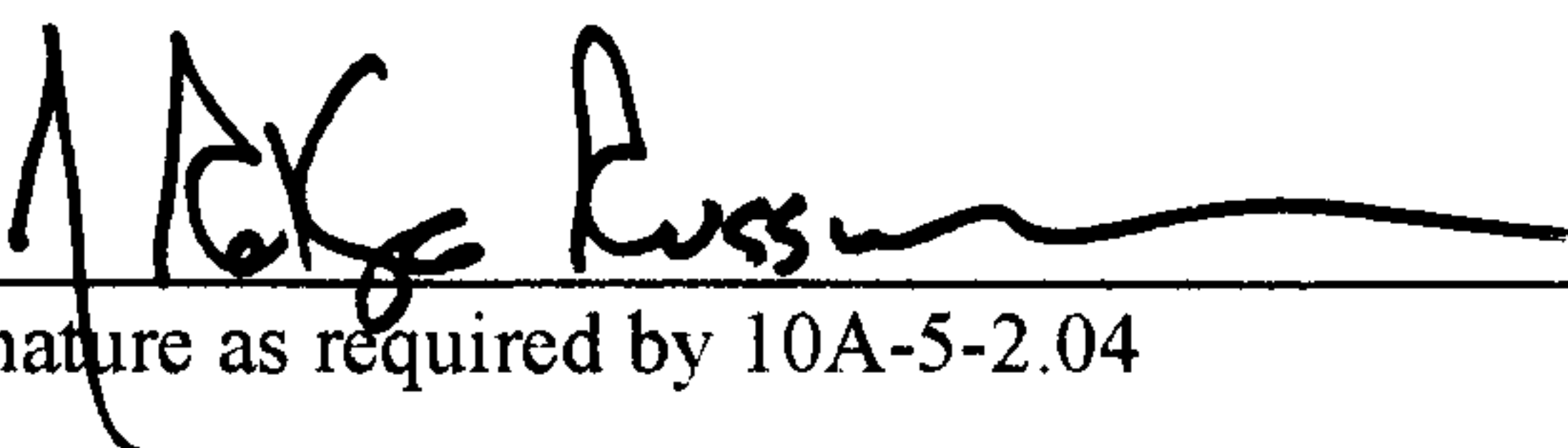
5. The following amendment was adopted on 06 / 21 / 2016 (format MM/DD/YYYY):

The name of Beacon4, Birmingham Electrical Contractors, LLC shall be changed back to Beacon4, 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.

06 / 21 / 2016  
Date (MM/DD/YYYY)


  
Signature as required by 10A-5-2.04

Rolfe Russell  
Typed Name of Above Signature

Managing Partner  
Typed Title/Capacity to Sign under 10A-5-2.04



John H. Merrill  
Secretary of State

  
20160915000337190 3/8 \$84.00  
Shelby Cnty Judge of Probate, AL  
09/15/2016 10:48:10 AM FILED/CERT

P.O. Box 5616  
Montgomery, AL 36103-5616

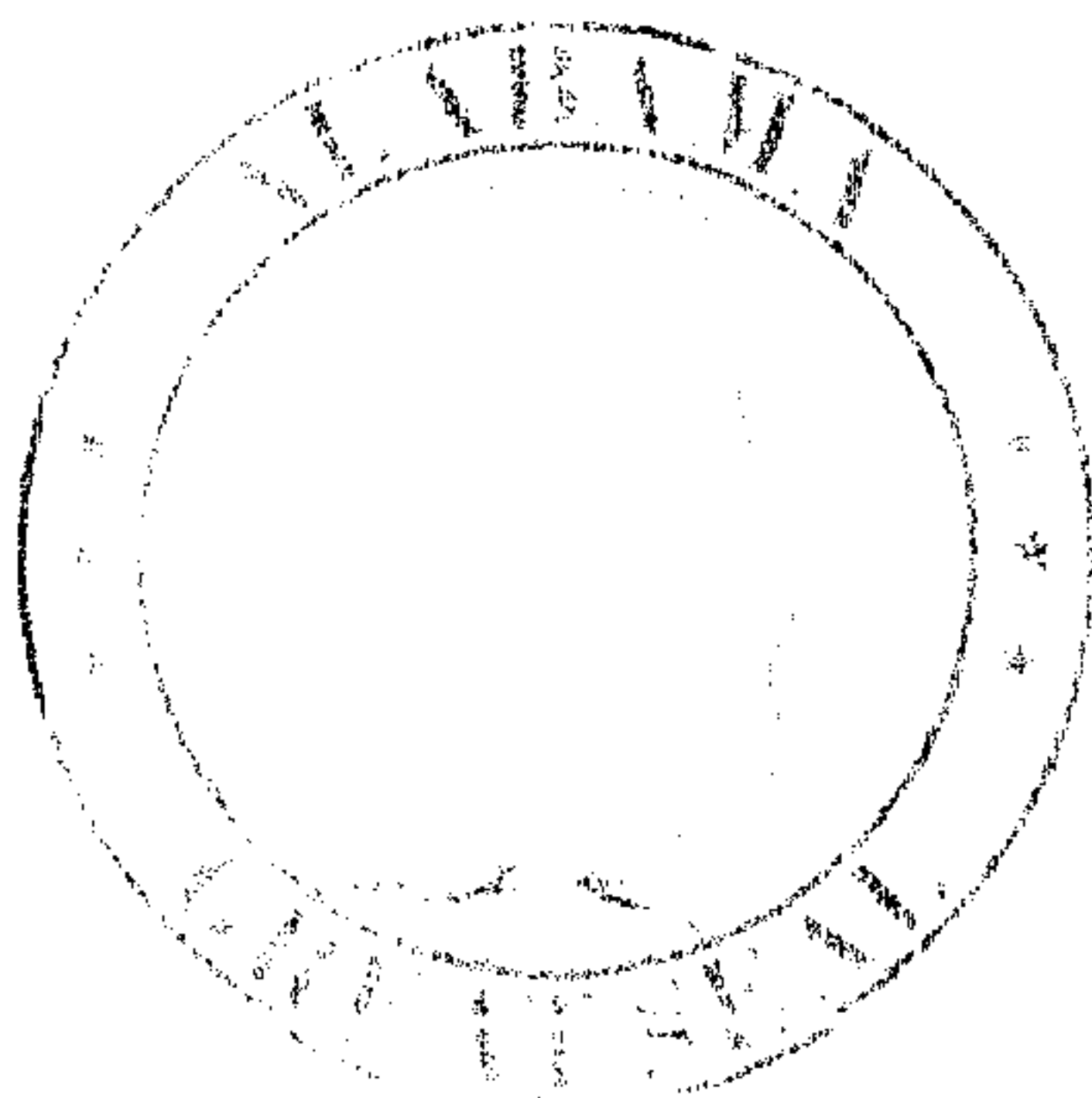
# STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

**Beacon4, LLC**

This name reservation is for the exclusive use of ROLFE RUSSELL, 1205 Vista Lane, Birmingham, AL 35216 for a period of one year beginning June 21, 2016 and expiring June 21, 2017

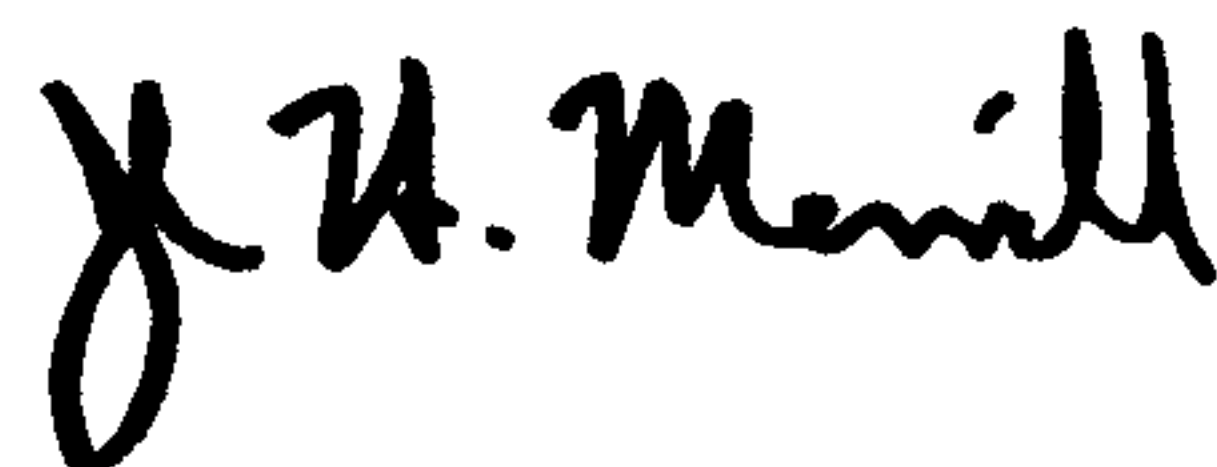


RES727471

**In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.**

June 21, 2016

Date

A handwritten signature in black ink, reading "J. H. Merrill".

John H. Merrill

Secretary of State

6. THE UNDERSIGNED SPECIFY 06/21/2016 11:37:50 AS THE EFFECTIVE DATE AND THE TIME OF FILING

☐

ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

Not Applicable



20160915000337190 4/8 \$84.00  
Shelby Cnty Judge of Probate, AL  
09/15/2016 10:48:10 AM FILED/CERT

06/21/2016

DATE

Rolfe Russell Managing Partner

ELECTRONIC SIGNATURE & TITLE

## MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into on this 21st day of June, 2016 by and among Rolfe Russell, an individual (hereinafter referred to as the "Buyer") and Justin Warren, an individual (hereinafter referred to as "Seller").

### WITNESSETH:

WHEREAS, Seller owns a fifty percent (50%) membership interest in Beacon 4, Birmingham Electrical Contractors, LLC, a limited liability company organized and existing under the laws of Alabama (the "Company"), formerly known as Beacon4,LLC, and currently in the process of changing the name back to Beacon4,LLC (such membership interest is hereinafter referred to as the "Membership Interest"); and

WHEREAS, the Buyer is a member of the Company, and has been responsible for and is thoroughly familiar with the business, management, financial condition and operation of the Company;

WHEREAS, on the basis of the representations, warranties, covenants and agreements hereinafter made by the Seller, Buyer desires to purchase and acquire the Membership Interest from Seller; and, on the basis of the representations, warranties, covenants and agreements hereinafter made by Buyer, Seller desires to sell and transfer the Membership Interest to Buyer upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises made herein and the benefits to be derived from this Agreement, the parties hereto do hereby represent, warrant, covenant and agree as follows:

1. **Purchase.** On the terms and subject to the conditions and based upon the representations, warranties, covenants and agreements of the parties hereinafter set forth, Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell and deliver to Buyer, free and clear of all liens, pledges, liabilities, obligations, charges and encumbrances of every kind whatsoever, all of the Membership Interest.

### 2. Purchase Price.

The purchase price for the Membership Interest purchased under this Purchase Agreement shall be mutually agreed to be \$0.00.

3. **Representations, Covenants, Agreements and Warranties by Seller.** The Seller, jointly and severally, hereby warrant and represent as follows:

(a) Seller has full, lawful power and authority to enter into and to carry out the terms of this Agreement.

(b) Neither the execution nor delivery of this Agreement, nor the performance of Seller in



consummating the transactions contemplated by this Agreement, will (1) conflict with or result in a violation or breach of, or constitute default under, any term or provision of any agreement or instrument to which Seller is a party or by which Seller is bound, or (2) result in the imposition of any lien, encumbrance, charge or claim upon the Membership Interest; and Seller has full power and authority to carry out all the terms, conditions and provisions of the transactions contemplated by this Agreement without the consent of any other person not a party hereto.

(c) No consent, approval or authorization of, or designation, declaration or filing, with any governmental authority is required in connection with the execution or delivery of this Agreement by Seller or the consummation by Seller of the transaction contemplated hereby.

(e) Seller has legal title to the Membership Interest, free and clear of all liens, claims, pledges or encumbrances of any kind, nature or description arising by, through or under the Seller, with full and unrestricted legal power, authority and right to enter into this Agreement and the Security Agreement and to transfer and deliver the Membership Interest to Buyer pursuant hereto, and upon delivery of the Membership Interest to Buyer at the Closing, Buyer will be the owner of such Membership Interest and receive legal title to such Membership Interest, free and clear of all liens, claims, pledges or encumbrances of any kind, nature or description arising by, through or under the Seller.

(f) The Company is a limited liability company duly organized, validly existing and (to the best of Seller's knowledge) in good standing under the laws of the jurisdiction of its organization, and has all requisite power to own, lease and operate its properties and to carry on its business as now being conducted. The Membership Interest constitute all of the Seller's right, title and interest in and to the Company.

(g) EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MEMBERSHIP INTEREST OR THE BUSINESS, AFFAIRS, FINANCIAL CONDITION, ASSETS, LIABILITIES, MANAGEMENT, RISKS OR OPERATIONS OF THE COMPANY AND ITS BUSINESS. SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**5. Representations and Warranties of Buyer.** Buyer hereby represents and warrants as follows:

(a) Buyer has full lawful power and authority to enter into and to carry out the terms of, and all transactions contemplated by, this Agreement.

(b) Neither the execution nor delivery of this Agreement, nor the performance by Buyer of the transactions contemplated by this Agreement will (1) conflict with or result in a violation or breach of, or constitute a default under, any term or provision of any agreement or instrument to which Buyer is a party, or (2) result in the imposition of any lien, encumbrance, charge or claim upon any of Buyer's assets (other than the lien created by the Security Agreement), and Buyer has full power and authority to carry out all the terms, conditions and provisions of the



transactions contemplated by this Agreement without the consent of any other person not a party hereto.

(c) No consent, approval or authorization of, or designation, declaration or filing, with any governmental authority is required in connection with the execution or delivery of this Agreement by Buyer or the consummation by Buyer of the transaction contemplated hereby.

(d) Buyer has not relied on any business representations or warranties of the Seller regarding the Company or Buyer's purchase of the Membership Interest and, together with Buyer's advisors, Buyer has the requisite knowledge and experience to understand the risks involved in the transactions contemplated by this Agreement. Buyer has prepared and/or thoroughly reviewed the financial statements for the Company, and is thoroughly familiar with the business, affairs, financial condition, assets, liabilities, management, risks and operations of the Company and its business, and except for Seller's warranties set forth in Paragraph 4 of this Agreement, Buyer acknowledges and agrees that Buyer is acquiring the Membership Interest "AS IS", "WHERE IS" and "WITH ALL FAULTS".

(e) The Buyer is acquiring the Membership Interest for his own account for investment and not with a view to the distribution or with the present intention of selling, assigning or otherwise transferring any thereof. Buyer understands that the Membership Interest has not been registered under the Securities Act of 1933, as amended, and may not be sold, assigned or otherwise transferred without registration thereunder unless such sale, assignment or transfer does not involve a transaction requiring registration under the Securities Act of 1933, as amended.

**6. Brokers.** Buyer represents and warrants to Seller, and Seller represents and warrants to Buyer, that the transactions contemplated by this Agreement have been and shall be carried out by the parties directly with each other and in such a manner as not to give rise to any valid claims against any of the parties for a brokerage commission, finder's fee or other like payment.

**7. Expenses.** Buyer and Seller will each pay the fee and expenses of their respective counsel and accountants.

**8. Survival.** All representations, warranties, covenants and indemnities made by any party to this Agreement in connection with the transactions contemplated hereby, or in any exhibit, schedule, certificate, list or other document delivered pursuant hereto, shall survive the Closing.

**9. Notices.** All notice and communications to any party required hereunder shall be in writing and shall be delivered to such party at his, her or its address set forth at the beginning of this Agreement, or to such other address as such party may designate by notice given hereunder. Any notices and communications which are mailed, shall be sent by registered or certified first-class mail, postage prepaid.

**10. Assignment.** No party may assign his, her or its rights, duties or obligations under this Agreement. After the Closing, the terms, provisions, covenants and conditions of this Agreement shall bind and benefit the parties hereto and their respective heirs, successors, personal representatives and assigns.



20160915000337190 8/8 \$84.00  
Shelby Cnty Judge of Probate, AL  
09/15/2016 10:48:10 AM FILED/CERT

11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when so executed and delivered, shall be an original instrument, but such counterparts, together, shall constitute a single agreement.

12. **Entire Agreement and Amendments.** This Agreement, including the exhibits, schedules and certificates referred to herein which are a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and may be amended only by a written instrument executed by all of the parties hereto, or their respective heirs, successors, personal representatives and assigns. There are no restrictions, promises, warranties, covenants or undertaking other than those expressly set forth herein.

13. **Governing Law.** This Agreement and the respective rights and obligations of the parties hereunder, shall be construed under and be governed by the laws of the State of Alabama without regard to principles of conflict of laws. Any action, claim or proceeding brought by any party hereunder shall be commenced exclusively in the courts of the State of Alabama, or the federal courts of the United States of America located in such State, and the parties hereto each hereby irrevocably and unconditionally consent to the exclusive jurisdiction and venue of such courts in any action, claim or proceeding brought under this Agreement.

14. **Headings.** Headings are inserted for convenience and do not form a part of the Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed in their respective names, in person or by their authorized officers, as of the day and year first above written.

SELLER:

BUYER:

