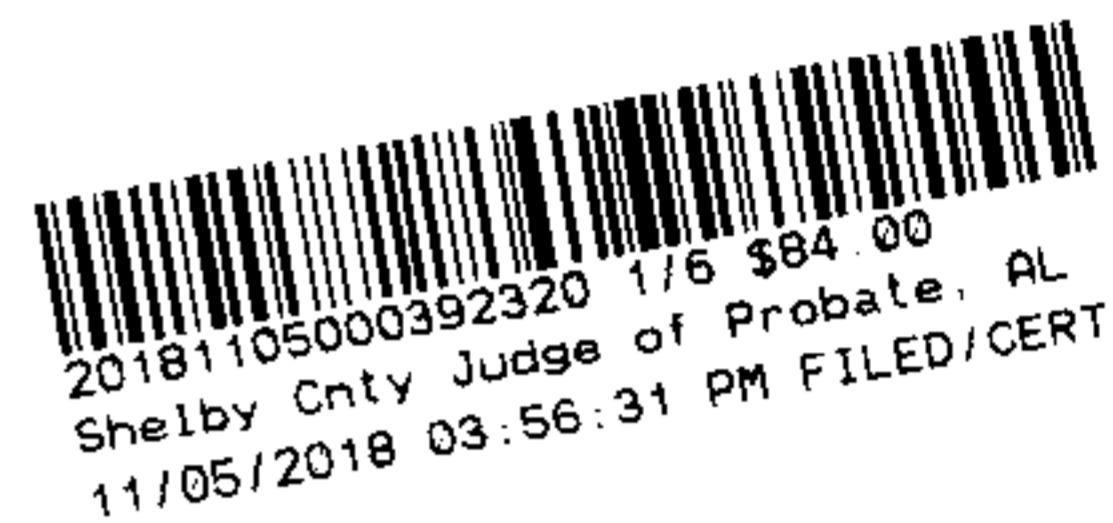


STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
AMENDMENT TO FORMATION/ARTICLES

PURPOSE: In order to amend a Business Corporation's (formerly known as For-Profit Corporation) Certificate of Formation/Articles of Incorporation under Section 10A-2-10.06 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 corporation was initially formed/incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation'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** 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.



(For County Probate Office Use Only)

This form must be typed or laser printed.

1. The name of the corporation from the Certificate of Formation/Articles of Incorporation:

Brabus, LLC

2. The date the Certificate of Formation was filed in the county: 04 / 26 / 2016 (format MM/DD/YYYY)

3. The titles, dates, and places of filing of any previous Amendments: _____

Attach a listing if necessary.

4. Alabama Entity ID Number (Format: 000-000): 361 - 581

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)

Dennis Polley
337 Saddle Ridge Drive
Columbiana, AL 35051

DOMESTIC BUSINESS CORPORATION AMENDMENT

[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 an 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 01 / 04 / 2018 (format MM/DD/YYYY):

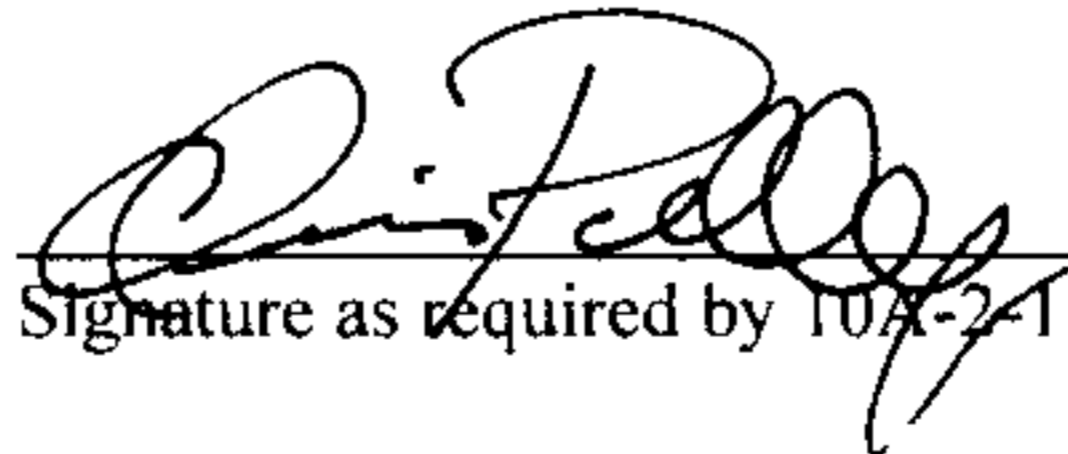
Member Gary Oates sold his interest to the remaining members Rafael Cabello and Dennis Polley in which now hold
50% interest in the company.

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

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

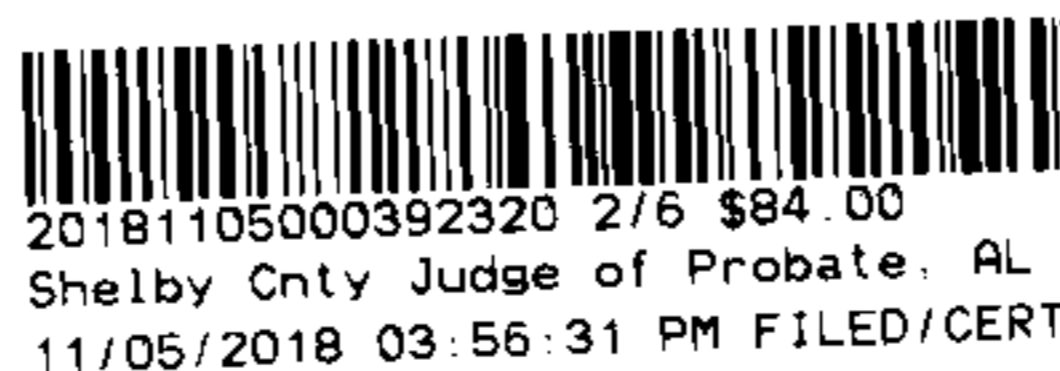
6. ☐ The board of directors without shareholder action approved the Amendment. Shareholder action was not required.
7. ☐ The shareholders approved the Amendment. The total number of votes entitled to be cast was _____ (information is required for item a or b). Complete one of the following:
- a. The total number of votes cast for amendment was _____ and the total number of votes cast against amendment was _____.
- b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.
8. ☐ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

01 / 04 / 2018
Date (MM/DD/YYYY)


Signature as required by 10A-2-1.20

Dennis Polley
Typed Name of Above Signature

Member
Typed Title/Capacity to Sign under 10A-2-1.20



STATE OF ALABAMA

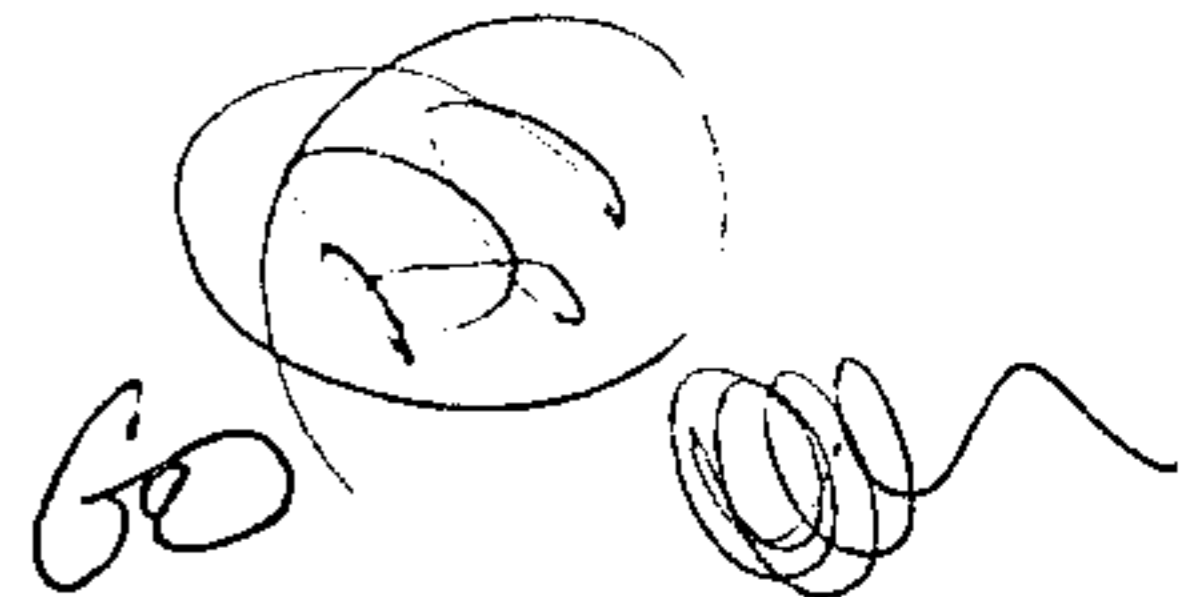
SHELBY COUNTY

Buy Sell Agreement

In consideration of the covenants and conditions contained herein and the consideration being exchanged as set out herein below, this Agreement is made by and between Gary Oates (hereinafter "Seller") and Rafael Cabello and Dennis Polley (hereinafter referred to as "Buyer") as follows:

1. The Buyer agree to buy and the Seller agrees to sell all of the Seller's rights, title and interests in and to Brabus, LLC (hereinafter the "Company") subject to the terms and conditions set out herein below.
2. The purchase price shall be Twenty Thousand Dollars (\$20,000), this amount to be paid by check at closing or at the option of the Buyer.
3. The Seller warrants that he is the sole and rightful owner of the interests being conveyed and transferred hereby and that the said interest is being conveyed or transferred free and clear of liens and encumbrances. The Seller agrees to indemnify and hold the buyer harmless, including attorney's fees and court costs, for any breach of his warranty.
4. The Seller hereby represents that he has title and ownership to an 33.3% interest in the Company.
5. Seller hereby conveys and transfers all of his rights title and interest.
6. Except as provided specifically herein above, at closing Seller shall completely release and discharge any and all other claims he may have against the Company or the Buyer for any reason arising out of his investment or participation in the business and operations of the Company.
7. No transfer or assignment of an LLC Interest, or any part thereof, will be valid without the express written consent of all of the LLC Interests, excluding the Member proposing to transfer or assign his or her LLC Interest. If an LLC Interest is transferred or assigned without the consent of all of the LLC Interests, the transferee shall have no rights in, nor may participate in, the management or operation of the business and affairs of the LLC nor have the right to become a Member of the LLC. Any transfer or assignment of an LLC Interest without the proper consent shall only affect a transfer or assignment of the Member's Financial Interest, and the transferring Member shall still be bound to the terms of this Agreement. If a transfer or assignment does obtain the required consent, then the transferee shall be admitted as an additional Member pursuant to this Agreement.
8. The transferees agree that they shall accept ownership of the said interests being transferred subject to the terms and conditions of the Company's Operating Agreement as amended.
9. The parties hereto agree to execute any and all other documents which may be reasonably necessary to consummate this transaction, including, but not limited to, any documents of transfers, closing statements, notes, releases, or other documents.
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA

SHELBY COUNTY

11. This Agreement states the entire agreement between the parties concerning the sale and transfer of the Seller's interests in the Company and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

12. This Agreement is made under and shall be construed according to the laws of the State of Alabama, U.S.A. In the event that this agreement, is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Alabama, U.S.A.

Done, agreed and effective on the 4th day of January, 2018.

Seller:

Print Name: Gary Oates

Signature: Gary Oates

Buyer:

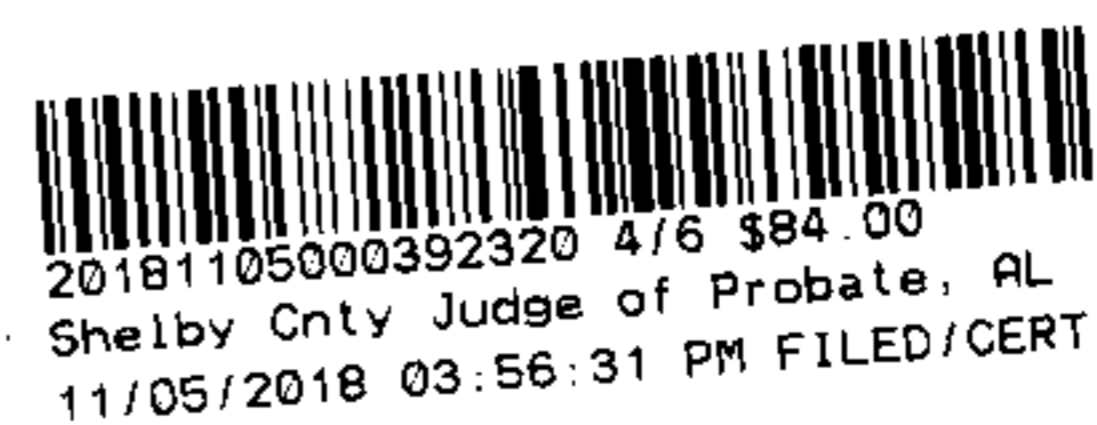
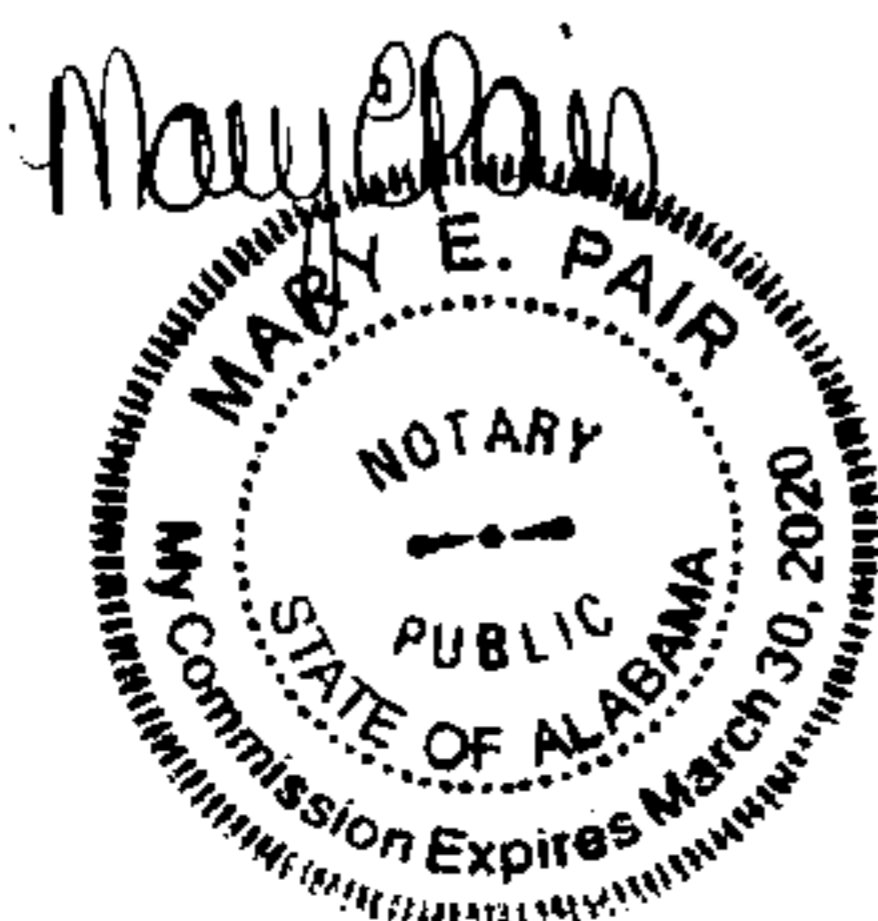
Print Name: Dennis Polley

Signature: [Signature]

Buyer:

Print Name: Rafael Cabello

Signature: [Signature]



STATE OF ALABAMA

SHELBY COUNTY

GENERAL RELEASE

THIS AGREEMENT, made and effective as of the date it has been signed by Gary Oates. ("Mr. Oates").

NOW, THEREFORE, intending to be legally bound hereby and in consideration of the covenants and conditions contained herein, the execution of an Assignment simultaneously herewith and other good and valuable consideration, I, the undersigned, Gary Oates, do hereby agree as follows:

1. Release of Company.

a. In consideration of Twenty Thousand Dollars (\$20,000) and other good and valuable consideration, and intending to be legally bound for his heirs, executors, administrators, successors and assigns, Mr. Oates hereby releases and further discharges each of the Company and its Members, directors, officers, employees, agents, successors and assigns from any and all claims, demands and causes of action Mr. Oates ever had, now has or hereafter can, shall or may have by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of the execution and delivery of this Agreement, including but not limited to any claims for money arising out of contract or otherwise whether those claims be for distributions or otherwise and all causes of action for any reason whether known or unknown related to the Company's Operating Agreement or the operation and management of the Company and further this Release is intended to cancel or terminate any and all agreements or understandings whether in writing or oral by and between the Company or its principals and Mr. Oates and to release the Company, its principals, employees, principals and representatives from any claim known or unknown he may have.

b. Mr. Oates acknowledges that he has been advised in writing by this Release to consult with an attorney prior to executing the release set forth in this paragraph and that he has done so or he has by his own volition elected not do so.

c. Mr. Oates acknowledges that he signs the Release set forth in this agreement of his own free will and in exchange for the Consideration transferred which he acknowledges constitutes full, fair and adequate consideration.

d. Mr. Oates acknowledges that he has read and fully understands all the provisions of this paragraph and that he has been offered a reasonable time to consider the terms hereof.



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Shelby Cnty Judge of Probate, AL
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e. It is understood and agreed that the release set forth in this paragraph shall become effective immediately.

3. **Successors and Assigns.** This Release shall inure to the benefit of the Company, its successors and assigns, and shall inure to the benefit of and be binding upon Roper, his heirs, administrator, executor and assigns.

4. **Governing Law.** This Agreement shall be construed under the laws of Alabama.

5. **Effective Date of this Agreement.** This Agreement is effective as of the date it has been signed.

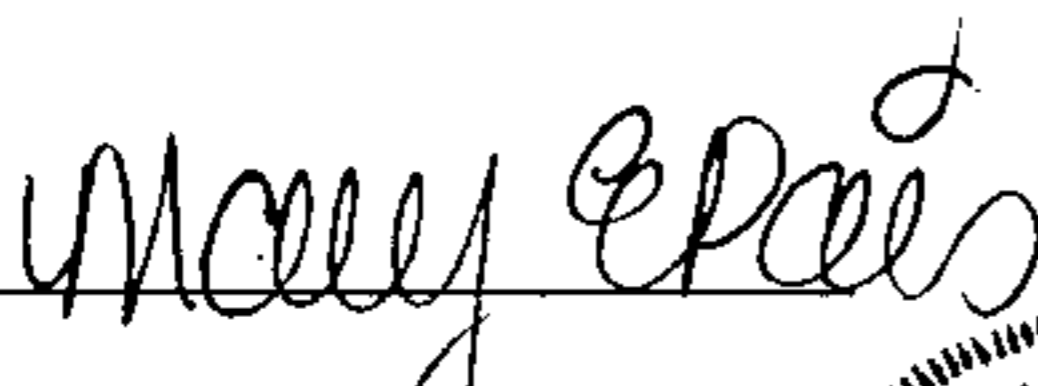
Done on this the 4th day of January, 2018

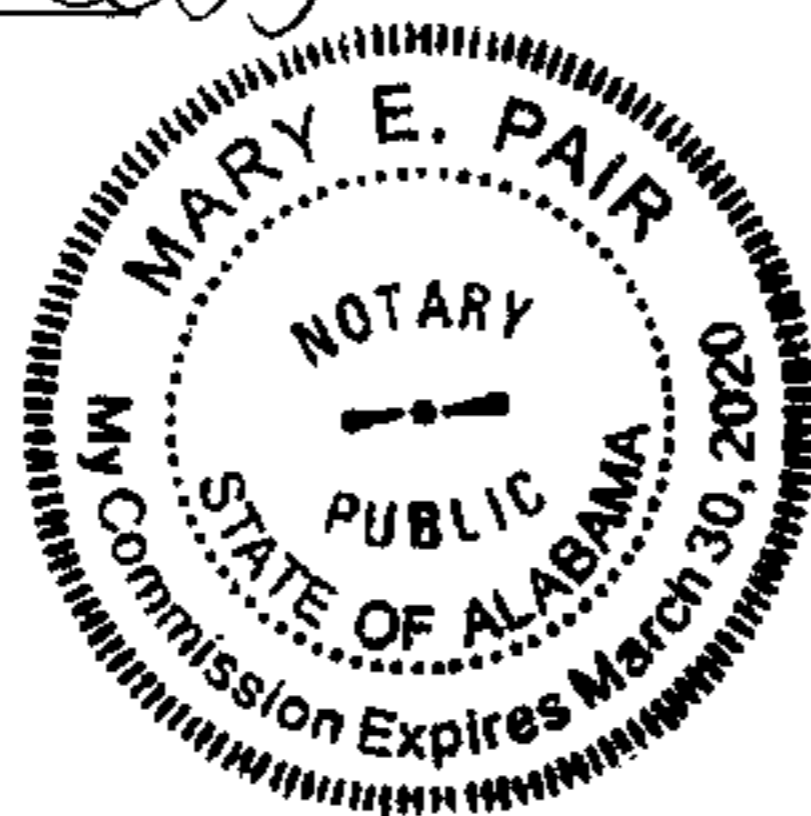
Signed: 
Gary Oates


STATE OF ALABAMA

SHELBY COUNTY

Sworn to and subscribed on this the 4th day of January, 2018.


Notary Public




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Shelby Cnty Judge of Probate, AL
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