

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT



20200122000028310 1/7 \$91.00
Shelby Cnty Judge of Probate, AL
01/22/2020 10:02:30 AM FILED/CERT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 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.

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 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. 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 filing will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored (\$30.00 fee).

(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:

Over the Mountain Aviation LLC

2. The date the Certificate of Formation was filed in the county: 07 / 27 / 2012 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 072 - 066 **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, click Business Services (below picture), click on Business Entity Search, click on Entity Name, enter the 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)

Barry Franks
4911 Stonecreek Way
Calera AL 35040

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

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

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 01 / 03 / 2020 (format MM/DD/YYYY):

Assignment of Partnership Interest. (See attached.)

☐ 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.

01 / 22 / 2020
Date (MM/DD/YYYY)

Barry Franks
Signature as required by 10A-5-2.04

Barry Franks
Typed Name of Above Signature

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


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ASSIGNMENT of PARTNERSHIP INTEREST

THIS ASSIGNMENT (the "Assignment") made and entered into this 3rd day of January, 2019

AMONGST:

Mark T Luther (25%) and Amy R Luther (25%) of 2306 Twelve Oaks Drive Hoover, AL 35244
(the "Assignor")

OF THE FIRST PART

- AND -

Barry K Franks of 4911 Stonecreek Way Calera, AL 35040
(the "Assignee")

OF THE SECOND PART

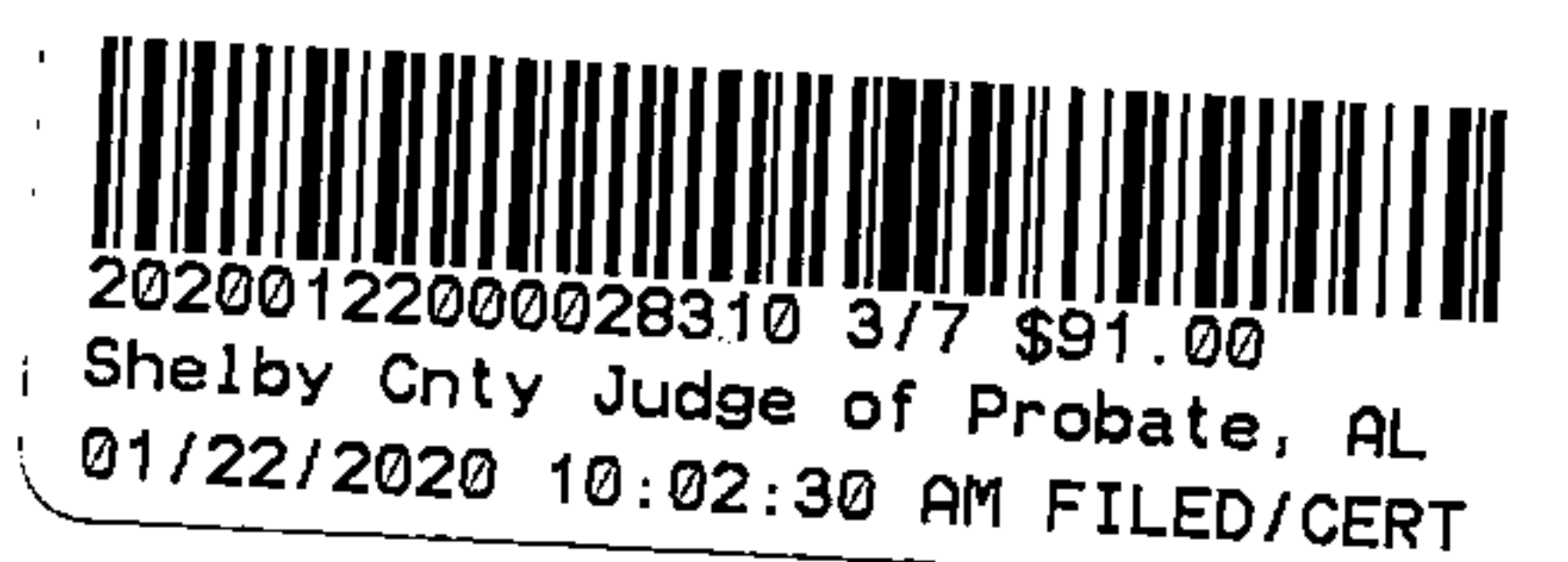
- AND -

Barry K Franks (50%) of 4911 Stonecreek Way Calera, AL 35040
(the "Remaining Partner")

OF THE THIRD PART

BACKGROUND

- A. The Assignor is the holder of a partnership interest (the "Interest") in Over the Mountain Aviation, LLC (the "Partnership"), a partnership previously established on the 2nd day of August, 2012, for the purpose of buying and/or leasing aircrafts and education and formed in accordance with an agreement (the "Partnership Agreement").
- B. The Assignor desires to assign the Interest to the Assignee and the Assignee desires to acquire the Interest from the Assignor.
- C. The Interest acquired by the Assignee will include all rights in the Partnership previously afforded to the Assignor including the status as partner. The Remaining Partner has agreed and gives consent to such assignment according to the terms and conditions of this Assignment.



IN CONSIDERATION OF and as a condition of the parties entering into this Assignment and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Assignment agree as follows:

Sale and Purchase

1. By this Assignment the Assignor withdraws from the Partnership and to the fullest extent permitted by the Partnership Agreement, assigns all its rights, interests, title and benefits in the Partnership to the Assignee. The Assignee will become a partner in the Partnership taking the place of the Assignor in the Partnership with all the rights and obligations previously afforded to the Assignor. The Assignee, as a partner in the Partnership, will be bound by the terms and conditions of the Partnership Agreement as amended. On assignment of the Interest to the Assignee, the Assignor will cease to be a partner in the Partnership.

Consideration

2. As full consideration for the assignment of the Interest the Assignee has submitted and the Assignor has accepted the following consideration: \$4,950.

Closing

3. The closing of the purchase and sale of the Interest (the "Closing") will take place on the 3rd day of January, 2020 (the "Closing Date") at the offices of the Assignor or at such other time and place as the Assignor and Assignee mutually agree.

Representations and Warranties of the Assignor

4. The Assignor warrants that the Assignor has a general partnership interest in the Partnership and that the Assignor has the legal right to execute and perform an assignment of the Interest exclusive of the Assignor's status as partner.
5. The Assignor warrants that the Interest is free and clear of all liens, encumbrances, restrictions and claims.
6. The Assignor warrants that on completion of this Assignment the Assignor will retain no residual interest or interests in the Partnership.

7. The Assignor warrants that the Assignor is not in any way in default of any of the expressed or implied terms and conditions of the Partnership Agreement. The Assignor also warrants that this Assignment is in full compliance with all terms and conditions of the Partnership Agreement.
8. The Assignor warrants that the Assignor is not bound by any other contractual agreement or legal requirement that would be violated by this Assignment.
9. The Assignor warrants that it has provided the Assignee with the most current copy of the Partnership Agreement inclusive of all amendments.
10. The Assignor warrants that no other consent is required from any third party or government entity authorizing this Assignment except for those consents of the Remaining Partner contained in this Assignment.

Assignee's Obligations

11. On Closing of this Assignment, the Assignee will observe and perform any and all terms and conditions of the Partnership Agreement, relating to the newly acquired rights, that were previously binding on the Assignor.

Transitional Rights and Obligations

12. To the full extent permitted by the Partnership Agreement, all income, rights, benefits, obligations and liabilities of the Interest will belong to the Assignor before the Closing and will transfer to the Assignee after the Closing.

Consent of Remaining Partner

13. The Remaining Partner consents to the terms and conditions of this Assignment with the intent that the Assignee will become a partner in the Partnership with all of the rights, benefits, obligations and liabilities previously afforded to the Assignor under the Partnership Agreement as amended.

Governing Law and Jurisdiction

14. This Assignment will be construed in accordance with, and exclusively governed by the laws of the State of Alabama.

15. The Assignor and the Assignee submit to the jurisdiction of the courts of the State of Alabama for the enforcement of this Assignment or any arbitration award or decision arising from this Assignment.

Additional Clause

16. Mark T and Amy R Luther are transferring complete ownership interests in Over the Mountain Aviation fully dissolving their association with the LLC.

Miscellaneous

17. Time is of the essence in this Assignment.
18. This Assignment may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.
19. All warrants and representations of the Assignor and the Assignee connected with this Assignment will survive the Closing.
20. This Assignment will not be assigned either in whole or in part by any party to this Assignment without the written consent of the other party.
21. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Assignment. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
22. If any term, covenant, condition or provision of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Assignment will in no way be affected, impaired or invalidated as a result.
23. This Assignment contains the entire agreement between the parties. All negotiations and understandings have been included in this Assignment. Statements or representations which may have been made by any party to this Assignment in the negotiation stages of this Assignment may in some way be inconsistent with this final written Assignment. All such statements are



declared to be of no value in this Assignment. Only the written terms of this Assignment will bind the parties.

24. This Assignment and the terms and conditions contained in this Assignment apply to and are binding upon the Assignor, the Assignee, the Remaining Partner and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.
25. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Assignment or as the parties may later designate in writing.
26. All of the rights, remedies and benefits provided by this Assignment will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF the Assignor, the Assignee and the Remaining Partner have duly affixed their signatures under hand and seal on this 3rd day of January, 2019.

Mark T Luther Amy R Luther

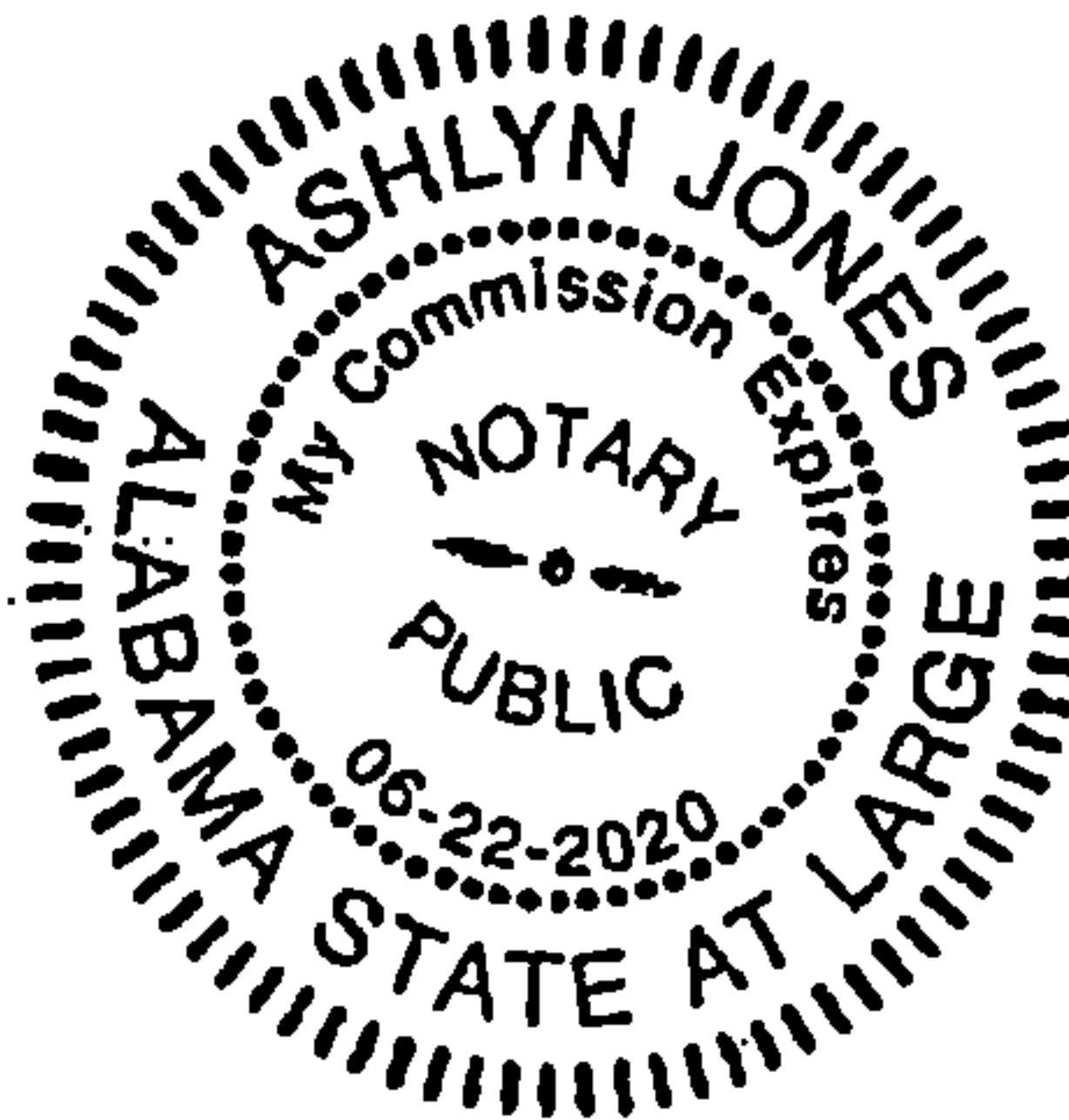
Mark T Luther (25%) and Amy R Luther (25%)

Barry K Franks

Barry K Franks

Barry K Franks

Barry K Franks (50%)



Ashlyn Jones
01/03/2020