

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

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** (based on date of receipt and volume) **or \$150.00 for expedited processing** (within 24 hours after receipt from the County Probate Office) 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).



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Shelby Cnty Judge of Probate, AL
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(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:

HomeTek, LLC

2. The date the Certificate of Formation was filed in the county: 02 / 13 / 2019 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 543 - 508 **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)

MARGARET M. CASEY, ATTORNEY AT LAW
2163 HIGHWAY 31 SOUTH, SUITE 102
PELHAM, AL 35124

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 09 / 23 / 2020 (format MM/DD/YYYY):

TRANSFER OF OWNERSHIP TO MICHAEL SHANE PAYNE IN COMPLIANCE WITH A FINAL JUDGMENT OF

DIVORCE RENDERED IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA, DOMESTIC RELATIONS

DIVISION, CASE NO.: 58-DR-2020-900365.00

☐ 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.

09 / 23 / 2020
Date (MM/DD/YYYY)

Tracie Blackmon Payne
Signature as required by 10A-5-2.04

Tracie Blackmon Payne
Typed Name of Above Signature

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



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

BLACKMON-PAYNE TRACIE J.,
Plaintiff,

V.

PAYNE MICHAEL SHANE,
Defendant.

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Case No.: DR-2020-900365.00

FINAL JUDGMENT OF DIVORCE

This matter having come before the Court for hearing on all pending motions on September 1, 2020.

The Plaintiff was present in Open Court with her counsel of record, Margaret M. Casey. The Defendant was also present in Open Court, being unrepresented and not having filed an answer in this matter.

Upon consideration of the pleadings and proof as heretofore filed, together with the *ore tenus* testimony of the Plaintiff and the demeanor of the parties in Open Court, the Court is of the opinion that the following Order is due to be entered.

Accordingly, it is ORDERED and ADJUDGED as follows:

FIRST: The bonds of matrimony heretofore existing between the parties are dissolved, and the said TRACIE J. BLACKMON-PAYNE and said MICHAEL SHANE PAYNE are divorced, each from the other.

SECOND: Neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce and if an appeal is taken (which must be instituted within forty two (42) days from this Judgment, or from the date that a post-trial motion is denied), then neither party shall again marry except to each other during the pendency of the appeal. Thereafter, each party may, and they are hereby permitted to, again contract marriage upon the payment of costs of this suit.

THIRD: ALIMONY:

There is no alimony due from either party to the other.

FOURTH: MEDICAL INSURANCE:

Each party shall provide his/her individual hospitalization, medical, dental, and



optical insurance. Further, each party shall pay for his or her individual non-covered medical expenses, including past, present, and future non-covered expenses.

FIFTH: REAL PROPERTY:

The Court takes judicial notice that the former marital residence located at 244 Polo Field Way, Chelsea, Alabama, is solely titled to the Plaintiff. At the current time, said residence is being rented and, in accordance with the testimony of the Plaintiff, the sale of said residence is anticipated within the next twelve (12) months. Further, the Court takes judicial notice, in accordance with the testimony of the Plaintiff, that the indebtedness associated with said residence is approximately five (5) months in arrears.

Regarding said property, the Court hereby ORDERS as follows:

- a. In the event the current renter does not purchase said residence within twelve (12) months from the date of entry of the Final Judgment of Divorce, said residence shall be immediately listed on the market for sale. The Plaintiff shall be able to choose the realtor. At the time of the closing of said sale, the parties shall equally split (50/50) any net equity or any deficit as a result thereof.
- b. In the event a foreclosure action is initiated against said real property, any deficit resulting therefrom shall be equally split (50/50) between the parties.

SIXTH: PERSONAL PROPERTY:

Each party is awarded all items of personal property, household goods, furniture, furnishings, and clothing that are now in his/her individual possession. Said property awarded to each party is subject all liabilities and debts associated therewith, and each party shall indemnify and hold the other harmless from the same. Each party is hereby divested of any right, title and interest in and to the property of the other.

SEVENTH: AUTOMOBILES:

The Plaintiff is awarded the Lexus NX200 that is titled to Defendant. The Plaintiff shall assume and pay all indebtedness and upkeep associated with said automobile and indemnify and hold the Defendant harmless therefrom. The Defendant shall maintain the insurance on said automobile until the indebtedness associated therewith is satisfied.



The Defendant is awarded the Ford F-150 truck, his motorcycle(s), Harley Davidson, and dirt bike. The Defendant shall assume, pay and be responsible for any indebtedness, upkeep, insurance, and maintenance on said automobiles and he shall indemnify and hold the Plaintiff harmless therefrom.

NINTH: DEBTS:

Each party shall assume, pay and be responsible for any and all existing debts which are in their individual names at the time of this divorce and each party shall indemnify and hold the other harmless therefrom.

TENTH: BUSINESS INTERESTS:

The Court takes judicial notice that there is a business, namely, HomeTek, LLC, that was formed under the name of the Plaintiff with the Defendant being a subcontractor thereof. Concerning said limited liability company ("LLC"), the Court hereby ORDERS as follows:

a. The Plaintiff shall take immediate steps to transfer said LLC to the Defendant.

b. The Defendant shall be solely responsible for said LLC, including, but not limited to, any tax liabilities for the tax and physical years of 2019 and 2020.

ELEVENTH: MISCELLANEOUS:

The parties are hereby Ordered to execute any and all instruments and documents as maybe necessary to effectuate the transfer of any and all property, including real and personal, as set out in this Order and as maybe necessary to effectuate the terms of this Order.

Both parties are mutually restrained from stalking, threatening, harassing, intimidating, striking, hitting the other, or in any way putting the other in reasonable fear of bodily harm. Further, there shall be no contact, either directly or indirectly, from either party to the other except to effectuate the terms of this Order and/or to effectuate the sale of the real property as hereinabove set out.

TWELVETH: RETURN TO USE OF FORMER NAME:

Plaintiff will resume the use of her former name and will hereinafter be known as TRACIE J. BLACKMON.

THIRTEENTH: ATTORNEY FEES:



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Each party shall be responsible for payment of their individual attorney for representation in this matter.

FOURTEENTH: COURT COSTS:

Court costs are taxed as paid.

LAST ITEM:

All other relief as herein requested is DENIED. This matter is hereby closed for further review.

DONE this 23rd day of September, 2020.


CIRCUIT JUDGE

