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Shelby Cnty Judge of Probate, AL
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*Certification
Of
Annexation Ordinance*

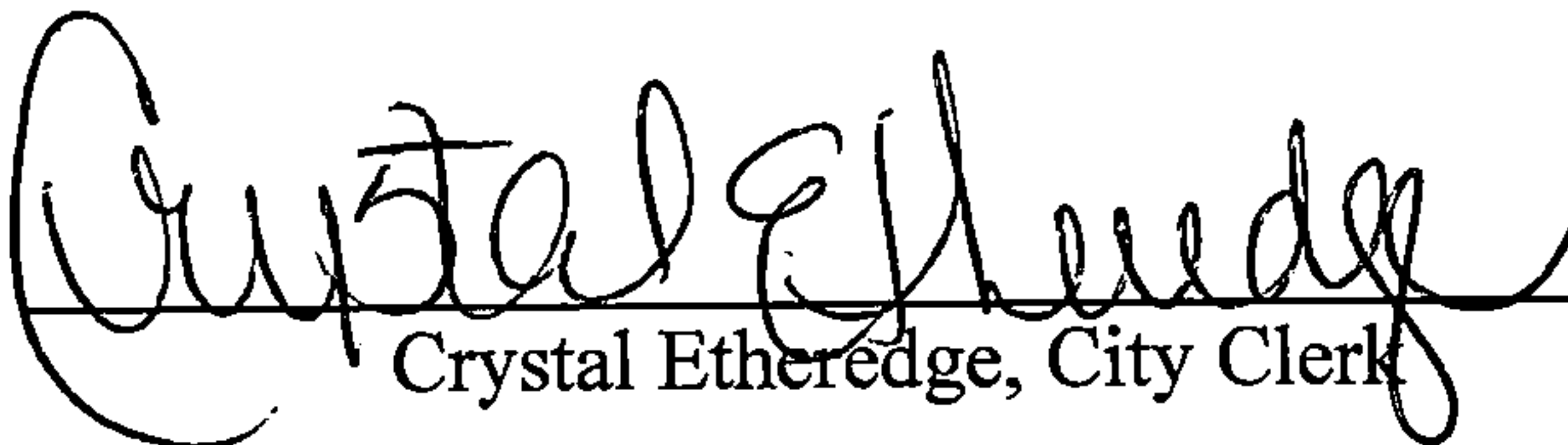
Ordinance Number: **X-2022-04-05-952**

Property Owner(s): **Ruch Investments, LLC**

Portion of Property: **Parcel ID #08-9-29-0-004-007.000**

I, Crystal Etheredge, City Clerk of the City of Chelsea, Alabama, hereby certify the attached to be a true and correct copy of an Ordinance adopted by the City Council of Chelsea, at a regular council meeting held on April 5th, 2022 and as same appears in minutes of record of said meeting, and published by posting copies thereof on April 6th, 2022, at the public places listed below, which copies remained posted for five business days (through April 13th, 2022).

Chelsea City Hall, 11611 Chelsea Road, Chelsea, Alabama 35043
U.S. Post Office, Highway 280, Chelsea, Alabama 35043
Chelsea Community Center, 11101 Chelsea Road, Chelsea, Alabama 35043
Chelsea Public Library, Highway 280, Chelsea, Alabama 35043
City of Chelsea Website - www.cityofchelsea.com


Crystal Etheredge, City Clerk

City of Chelsea, Alabama

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Property Owner(s): **Ruch Investments, LLC**

Portion of Property: **Parcel ID #08-9-29-0-004-007.000**

Pursuant to the provisions of Section 11-42-21 of the Code of Alabama (1975),

Whereas, the attached written petition (as Exhibit A) that the above-noted property be annexed to The City of Chelsea has been filed with the Chelsea City Clerk; and

Whereas, said petition has been signed by the owner(s) of said property; and

Whereas, said petition contains (as Petition Exhibit B) an accurate description of said property together with a map of said property (Exhibit C) showing the relationship of said property to the corporate limits of Chelsea; and

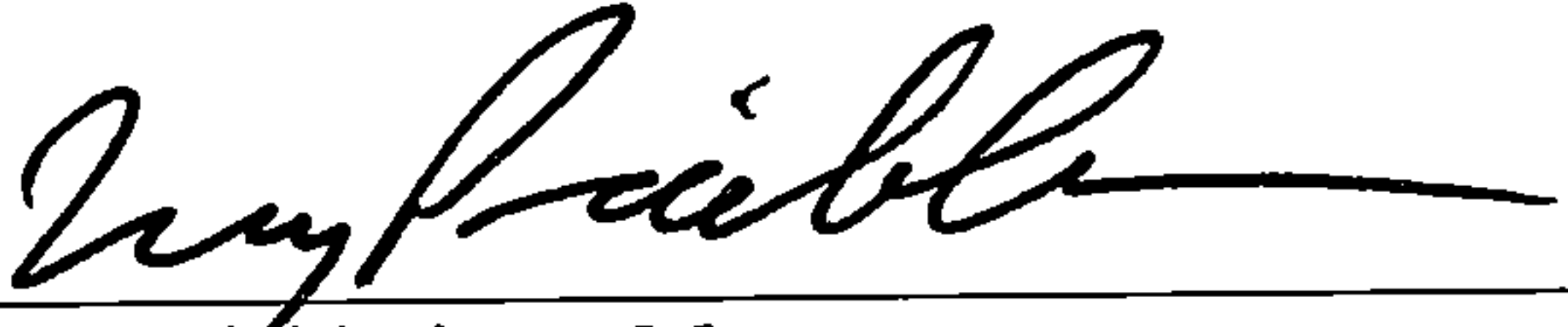
Whereas, said property is contiguous to the corporate limits of Chelsea, or is a part of a group of properties submitted at the same time for annexation, which together is contiguous to the corporate limits of Chelsea;

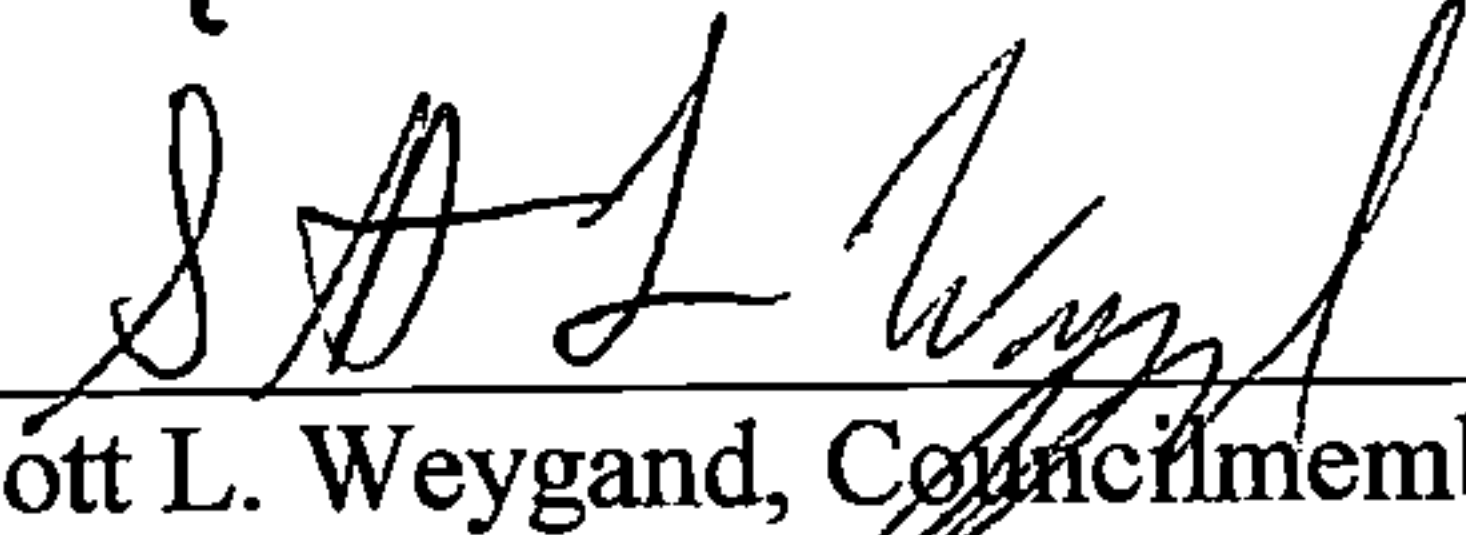
Whereas, said territory does not lie within the corporate limits or police jurisdiction of any other municipality; and

Whereas, even though said property is located in an area where the police jurisdiction of Chelsea and the police jurisdiction of Westover overlap, the said property is less than equidistance from the respective corporate limits of Chelsea and Westover (i.e., it is closer to the corporate limits of Chelsea than to the corporate limits of Westover).


Therefore, be it ordained that the City Council of the City of Chelsea assents to the said annexation: and

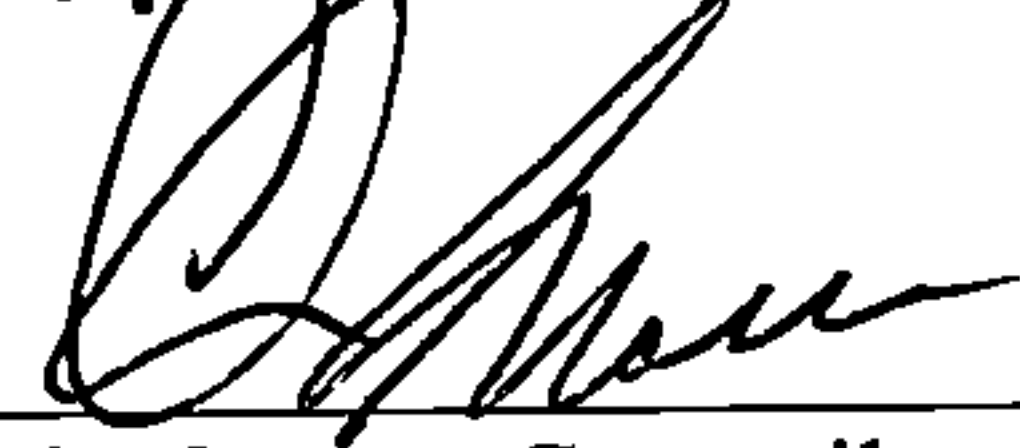
Be it further ordained that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said property, and said property shall become a part of the corporate area of the City of Chelsea upon the date of publication of this ordinance as required by law.

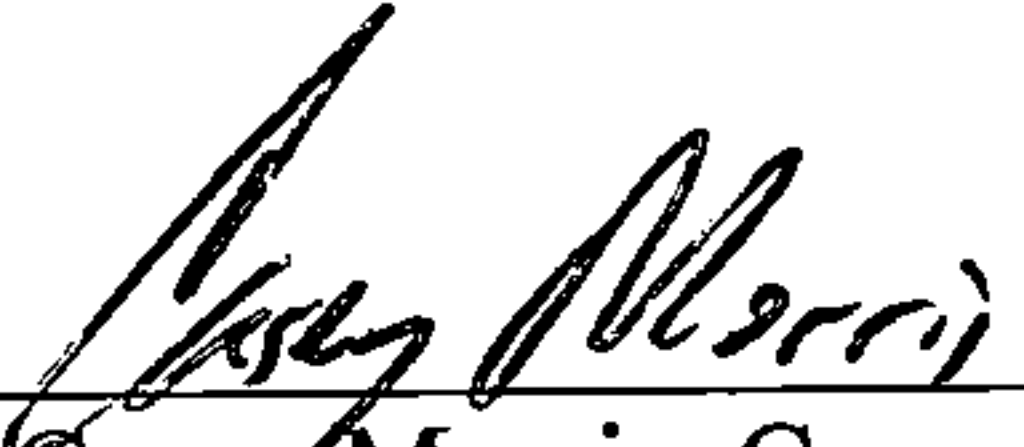

Tony Picklesimer, Mayor


Scott L. Weygand, Councilmember


Tiffany Bittner, Councilmember


Cody Summers, Councilmember


Chris Grace, Councilmember


Casey Morris, Councilmember

Petition Exhibit B



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Ordinance Number: **X-2022-04-05-952**

Property Owner(s): **Ruch Investments, LLC**

Portion of Property: **Parcel ID #08-9-29-0-004-007.000**

Property Description

The above-noted property, for which annexation into Chelsea is requested in this petition, is described in the attached copy of the deed (Petition Exhibit B), recorded in Instrument #202111130000569120, and is filed with the Shelby County Probate Judge.

Further, the said property for which annexation into Chelsea is requested in this petition is shown in the indicated shaded area on the attached map in (Petition Exhibit C). Said map also shows the contiguous relationship of said property to the corporate limits of Chelsea.

The said property, for which annexation into Chelsea is requested in this petition, does not lie within the corporate limits of any other municipality.

N



HIGHWAY 280

CHELSEA

TO BE
ANNEXED

HIGHWAY 51

WESTOVER

RAILROAD TRACK

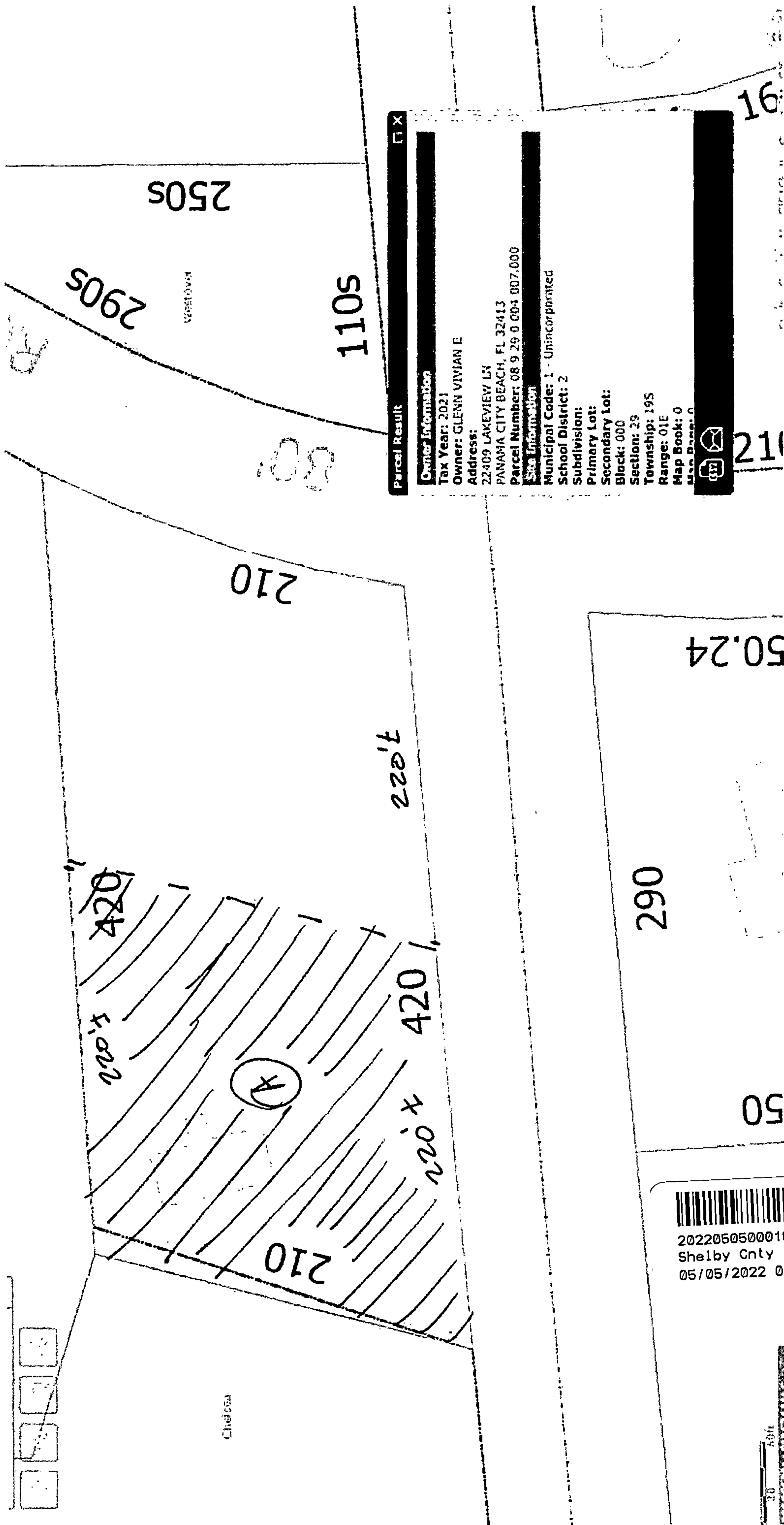
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TAX ID #: 08-9-29

ORD #:
X-2022-04-05-952

**RUCH INVESTMENT ANNEXATION
261 CROSS ROAD DRIVE**



Parcel Result	EX
Owner Information	
Tax Year: 2021	
Owner: GLENN VIVIAN E	
Address: 22409 LAKEVIEW LN	
PANAMA CITY BEACH, FL 32413	
Parcel Number: 08 9 29 0 004 007.000	
Site Information	
Municipal Code: 1 - Unincorporated	
School District: 2	
Subdivision:	
Primary Lot:	
Secondary Lot:	
Block: 000	
Section: 29	
Township: 19S	
Range: 01E	
Map Book: 0	
Map Page: 0	

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Glenn Part I

Exhibit A

A part of the NE ¼ of the SW ¼ of Section 29, T19S, R 1 East, and a part of the property described in Inst# 1996-10345 in the Probate Office of Shelby County, AL;

Commence at the intersection of the North ROW of AB & A railroad and the western ROW for County Highway 51; thence Westerly 220' more or less along said Railroad right of Way to the POB; thence continue westerly along said ROW for a distance of 220' more or less; thence Northeasterly along the west line of said parcel for 210' more or less; thence easterly along the north boundary of said parcel for 220' more or less ; thence Southwesterly to the POB;



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11/30/2021 08:14:28 AM
DEEDS 1/2

SEND TAX NOTICE TO:
Ruch Investments, L.L.C.
3112 Hwy.109
Wilsonville, AL 35186

This instrument prepared by:
S. Kent Stewart
Stewart & Associates, P.C.
3595 Grandview Pkwy, #280
Birmingham, Alabama 35243
BLD2100563

WARRANTY DEED

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of **Sixty One Thousand and 00/100 Dollars (\$61,000.00)**, the amount which can be verified by the Closing Statement, in hand paid to the undersigned, **Vivian E. Glenn, an unmarried woman**, whose address is 22409 Lakeview Ln., Panama City Beach, FL 32413 (hereinafter "Grantor", whether one or more), by **Ruch Investments, L.L.C.** (hereinafter "Grantee", whether one or more), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantee, the following described real estate situated in Shelby County, Alabama, **the address of which is 261 Cross Road Dr., Sterrett, AL 35147, to-wit:**

A parcel of land situated in the SW 1/4 of Section 29, Township 29 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows: Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 29, Township 19 South, Range 1 East; thence S 00°04'25" E a distance of 62.70' to the northerly right of way line of A. b. & A Railroad; thence N 85°30'56" E along said right of way a distance of 670.87' to the Point of Beginning; thence continue N 85°30'56" E along said right of way a distance of 421.69' to a point on the westerly right of way line of Shelby County Highway 51, said point being the point of a non tangent curve to the right with a radius of 1092.88', and a central angle of 10°58'25", with a chord bearing of N 18°28'51" E, with a chord length of 209.00', thence along said curve and said right of way an arc length of 209.32'; thence S 85°33'51" W a distance of 419.89'; thence S 18°53'48" W a distance of 210.03' to the Point of Beginning.

Subject to that easement for ingress and egress as set forth in Book 288, Page 406, in the Probate Office of Shelby County, Alabama.

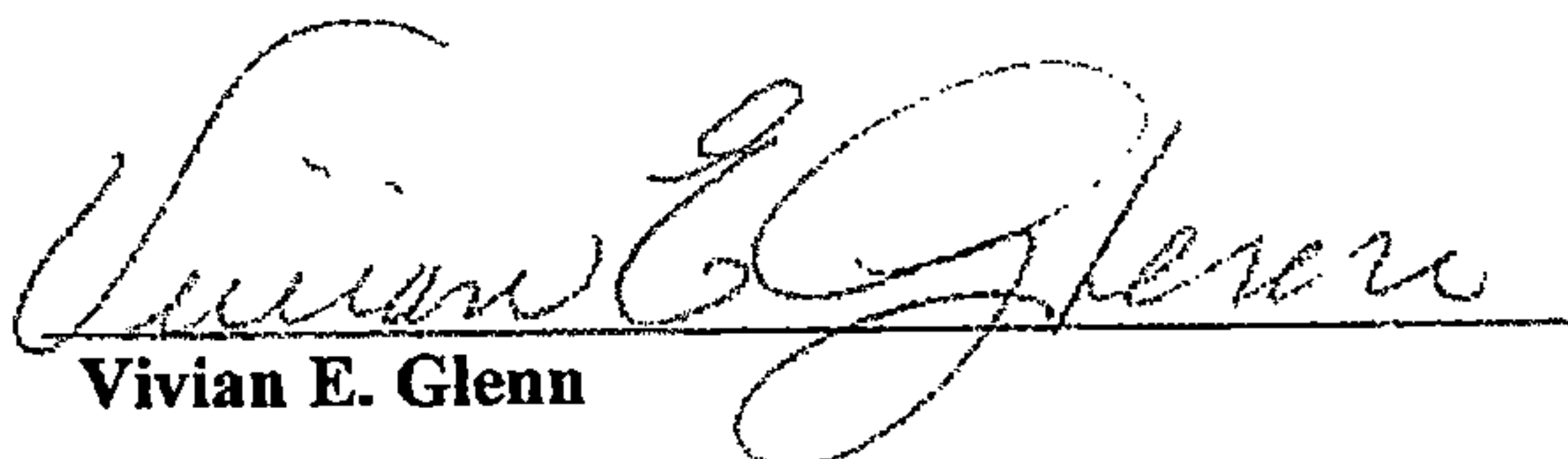
Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation. Mining and mineral rights excepted.

TO HAVE AND TO HOLD, unto the said Grantee, and Grantee's heirs, executors, administrators, and assigns forever. The Grantor does for Grantor and for the Grantor's heirs, executors, and administrators, and assigns, covenant with said Grantee, and Grantee's heirs, executors, administrators and assigns, that Grantor is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that Grantor has good right to sell and convey the same as aforesaid; that Grantor will and Grantor's heirs, executors, and administrators shall warrant and defend the same to the said Grantee, and Grantee's heirs and assigns forever, against the lawful claims of all persons.



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IN WITNESS WHEREOF, Grantor has set their signature and seal on this 23rd day of November, 2021.

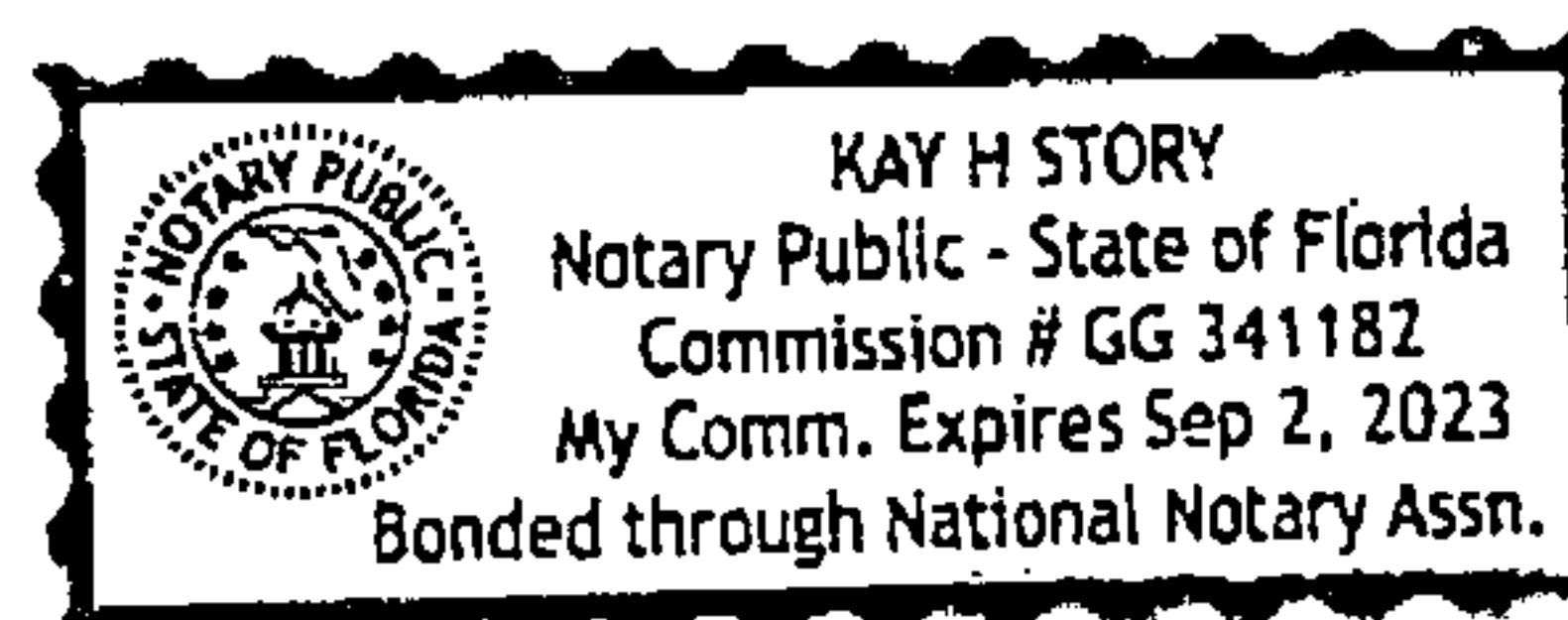

Vivian E. Glenn

State of FL
County of BAY

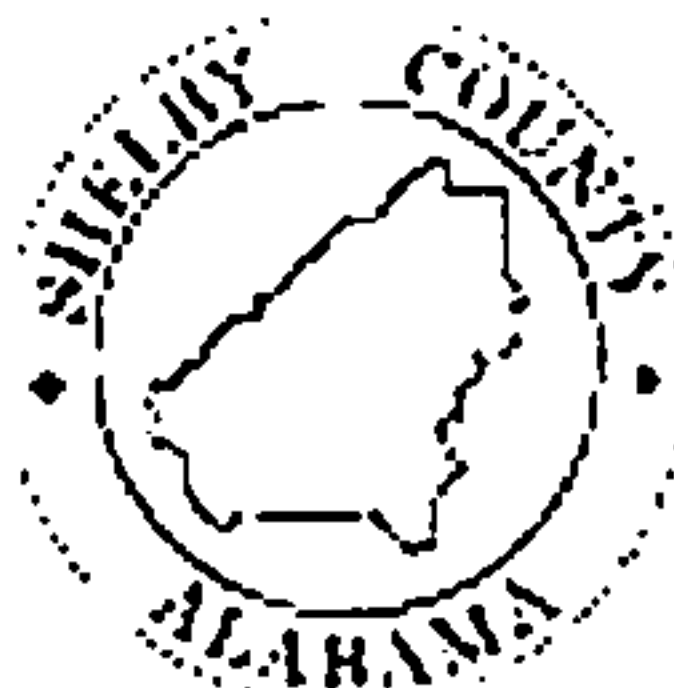
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify, Vivian E. Glenn, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 23rd day of November, 2021.


Notary Public
Personally Appeared
Credible Witnesses



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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl

**OPERATING AGREEMENT OF
RUCH INVESTMENTS, L.L.C.
AMENDED AS OF OCTOBER 1, 2014**

The members of Ruch Investments, L.L.C., (the "Company"), a limited liability company created under the Florida Limited Liability Company Act, (the "Act") do hereby enter into this Operating Agreement in order to regulate the affairs, conduct the business, and establish the relations of its members; and for these purposes do hereby mutually agree as follows:

ARTICLE I

INTRODUCTION

1.1. Formation of Limited Liability Company. The Members have formed the Limited Liability Company by the filing of Articles of Organization (the "Articles") with the Florida Secretary of State's Office. The Company's business is conducted under the name of Ruch Investments, L.L.C.

This Operating Agreement is subject to, and governed by, the Act and the Articles. In the event of a direct conflict between the provisions of this Operating Agreement and the mandatory provisions of the Act or the provisions of the Articles, such provisions of the Act or the Articles are controlling.

1.2. Defined Terms. The following terms used in this Operating Agreement with their initial letters capitalized, unless the context requires otherwise, have the meanings specified in this Section 1.2. The singular includes the plural, and vice versa, as the context requires. When used in this Operating Agreement, the following terms have the meanings set forth below:

(a) "Act" means the Florida Limited Liability Company Act, as the same may be amended from time to time.

(b) "Additional Member" means any person or Entity admitted as a Member pursuant to Section 2.8.

(c) "Agreement" means this Operating Agreement, as originally executed and as amended from time to time.

(d) "Available Cash" of the Company means all cash funds of the Company on hand from time to time (other than cash funds obtained as contributions to the capital of the Company by the Members and cash funds obtained from loans to the Company) after (i) payment of all operating expenses of the Company as of such time, (ii) provision for payment of all outstanding and unpaid current obligations of the Company as of such time, and (iii) provision for a working capital reserve in accordance with Section 5.2, below.

(e) "Capital Account" means the individual accounts established and maintained pursuant to Section 2.6(b) hereof.



(f) "Capital Contribution" means the total value of cash and agreed fair market value of property contributed and agreed to be contributed to the Company by each Member, as shown in Exhibit A, as the same may be amended from time to time. Any reference in this Agreement to the Capital Contribution of a then Member includes a Capital Contribution previously made by any prior Member for the interest of such then Member, reduced by any distribution to such Member in return of "Capital Contribution" as contemplated herein. Additional Capital Contributions may be made only by a Member with his or her consent and with the consent of the Voting Members.

(g) "Code" means the Internal Revenue Code of 1986, as amended. All references herein to the sections of the Code include any corresponding provision or provisions of succeeding law.

(h) "Company" refers to Ruch Investments, L.L.C.

(i) "Interest" in the Company means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

(j) "Manager" means an individual appointed by consent of all Voting Members and having the authority set out in Section 3.1 (a).

(k) "Operating Agreement" means this Agreement.

(l) "Percentage Interests" of a Member means the percentage of such Member set forth opposite the name of such Member under the column "Percentage Interest" in Exhibit A hereto, as such percentage may be adjusted from time to time pursuant to the terms hereof.

(m) "Principal Office" means the office of the Agent as shown in the Articles, or such other address as may be established pursuant to Section 2.1(b).

(n) "Pro Rata Part" is the proportion that a Percentage Interest of a Member bears to the aggregate Interest in the Company of all Members.

(o) "Share" refers to an interest in the Company representing a contribution to the capital, to be measured in such units as may be established pursuant to Section 2.4. Whenever reference is made to "Percentage Interest," a Share may be converted into the same by dividing a Member's number of Shares by the total of all Shares outstanding.

(p) "Substitute Member" means any person or Entity who or which is admitted into Membership on the written consent of the voting Members pursuant to Section 6.2.

(q) "Voting Member" means any Member referred to in Exhibit A and who has the right to vote under this agreement.



1.3. Company Purpose. The Company may engage in and perform any act concerning any or all lawful businesses for which limited liability companies may be organized according to the Act which purposes have been specifically authorized by the Voting Members.

ARTICLE II

MEMBERS; MEMBERSHIP INTEREST

2.1. Names of Members. Members and their respective Percentage Interest in the Company are set forth on attached Exhibit A.

2.2. Future Contributions. Subsequent contributions must be in such amounts and may be in any type of property as is agreed on by the Voting Members. No Member is required to make any Capital Contribution to the Company.

2.3. Member Loans or Services. Loans or services by any Member to the Company may not be considered to be contribution to the capital of the Company.

2.4. Shares of Membership Interests. The membership interest of the Company may be divided into Shares, each Share to represent such amount of capital contributed as the Voting Members unanimously determine.

2.5. Certificates for Membership Interests. The Shares of a Member or the Member's Interest in the Company may be represented by a Certificate of Membership. The exact contents of a Certificate of Membership is determined by the Members.

2.6. Capital and Capital Accounts.

(a) An individual capital account (the "Capital Account") must be established and maintained on behalf of each Member, including any additional or substituted Member who shall hereafter receive an Interest in the Company. The Capital Account of each Member consists of (i) the amount of cash the Member has contributed to the Company, plus (ii) the agreed fair market value of any property the Member has contributed to the Company, less any liabilities assumed by the Company or to which such property is subject, plus (iii) the amount of profits or income (including tax-exempt income) allocated to such Member, less (iv) the amount of losses and deductions allocated to such Member, less (v) the amount of all cash distributed to such member, less (vi) the fair market value of any property distributed to such Member, net of any liability assumed by such Member or to which such property is subject, less (vii) such Member's share of any other expenditures which are not deductible by the Company for federal income tax purposes or which are not allowable as additions to the basis of Company property, and (viii) subject to such other adjustments as may be required under the Code. The Capital Account of a Member is not affected by any adjustments to basis made pursuant to Section 743 of the Code but must be adjusted with respect to adjustments to basis made pursuant to Section 734 of the Code.



(b) No Member has the right to withdraw his or her Capital Contribution or to demand and receive property of the Company or any distribution in return for his or her Capital Contribution, except as may be specifically provided in this Operating Agreement or required by law. No Member may receive out of Company property any part of his, her, or its Capital contribution until (i) all liabilities of the Company, except liabilities to Members on account of their loans, have been paid or sufficient Company property remains to pay them, and (ii) all Voting Members consent, unless the return of the Contribution to Capital is rightfully demanded as provided in the Act.

(c) Subject to the provisions of subsection (b) of this section, a Member may rightfully demand the return of his or its Capital Contribution (i) on the dissolution of the Company, or (ii) as may otherwise be provided in the Act. A Member may demand and receive only cash in return for the Member's Capital Contribution.

(d) Except as is specifically provided otherwise in this Operating Agreement or in the Act, no Member has any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

2.7. Admission of Additional Capital. Additional capital may be contributed to the Company, but only on the written consent of all Voting Members.

2.8. Admission of Additional Members. As provided in the Articles, (i) the Voting Members may admit to the Company additional Member(s) to participate in the profits, losses, available cash flow, and ownership of the assets of the Company on such terms as are determined by the Voting Members, (ii) admission of any such Additional Member(s) requires the written consent of all Voting Members then having any Interest in the Company, and (iii) any Additional Members are allocated gain, loss, income or expense by the method provided in this Operating Agreement, and if no method is specified, then as may be permitted by Section 706(d) of the Code.

2.9. No Individual Authority. Unless expressly provided in Article III, no Member, acting alone, has any authority to act for, or to undertake or assume, any obligation, debt, duty or responsibility on behalf of, any other Member or the Company.

ARTICLE III

MANAGEMENT AND CONTROL OF BUSINESS

3.1. Manager-Managed Company.

(a) The Company is a Manager-Managed company, and the manager is vested with all managerial authority over the company. Only the Manager has the power and authority to bind the Company in contracts with third parties.

(b) The initial manager shall be Dallan Ruch, who shall serve as Manager until a successor is selected by the Voting Members of the Company.

(c) Meetings of the Members.

(i) As provided in subsection (c)(ii) of this Article III, meetings of Members may be called the Voting Members representing in the aggregate more than 50% of the Percentage Interests in the Company.

(ii) The Company shall deliver or mail written notice stating the date, time, and place of any meeting of Members and, when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company, such notice to be mailed at least 30, but not more than 60, days before the date and time of the meeting. A Member may waive notice of any meeting, before or after the date of the meeting, by delivering a signed waiver to the Company for inclusion in the minutes of the Company. A Member's attendance at any meeting, in person or by proxy (i) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (ii) waives objection to consideration of a particular matter at the meeting that is not within any purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

(iii) A Member may appoint a proxy to vote or otherwise act for the Member pursuant to a written appointment form executed by the Member or the Member's duly authorized attorney-in-fact. An appointment of a proxy is effective when received by the Company.

(iv) At any meeting of Members, each Member entitled to vote shall have a number of votes equal to the number of Shares established pursuant to Section 2.4. At any meeting of Members, presence of Members entitled to cast at least 51 percent of the total votes of all Members constitutes a quorum. Action on a matter is approved if the matter receives approval by at least 51 percent of the total number of votes of the Voting Members or such greater number as may be required by law or the Articles for the particular matter under consideration. Any assignee of a Member's Interest in the Company is not entitled to vote or participate on any matters at any meeting unless such assignee receives his interest from a Voting Member and becomes a Substitute Member as contemplated in Section 6.2.

(v) Subject to subsection (c)(ii) of this Article and the applicable laws of the State of Florida, any action required or permitted to be taken at a Members' meeting may be taken without a meeting if the action is taken by all of the Members entitled to vote on the action. The action must be evidenced by one or more written consents describing the action to be taken, signed by all the Members entitled to vote on the action.

ARTICLE IV

ACCOUNTING AND RECORDS

4.1 Records and Accounting. The books and records of the Company must be kept, and the financial position and the results of its operations recorded, in accordance with the

accounting methods elected to be followed by the Company for federal and state income tax purposes. The books and records of the Company must reflect all Company transactions and must be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes is the calendar year.

4.2. Access to Accounting Records. All books and records of the Company must be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his duly authorized representative, must have access to them at such office of the Company and the right to inspect and copy them at reasonable times.

4.3. Annual and Tax Information. The Members must use their best efforts to cause the Company to deliver to each Member, within 90 days after the end of each fiscal year, all information necessary for the preparation of such Member's federal income tax return. The Members must also use their best efforts to cause the Company to prepare, within 90 days after the end of each fiscal year, a financial report of the Company for such fiscal year, which shall contain a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

4.4. Accounting Decisions. All decisions regarding accounting matters, except as otherwise specifically set forth herein, must be made by the Manager. The Manager may rely on the advice of his accountant as to whether such decisions are in accordance with accounting methods followed for federal and state income tax purposes.

4.5 Income Tax Elections. The Company may make all elections for federal and state income tax purposes, including, but not limited to, the following:

(a) To the extent permitted by applicable law and regulations, elect to use an accelerated depreciation method on any depreciable unit of the assets of the Company; and

(b) In case of a transfer of all or part of the Company Interest of any Member, the Company may elect, pursuant to Sections 734, 743 and 754 of the Code, as amended (or corresponding provisions of future law) to adjust the basis of the assets of the Company.

ARTICLE V

ALLOCATIONS: DISTRIBUTIONS AND INTERESTS

5.1. Allocation of Net Income, Net Loss or Capital Gains. Except as may be expressly provided otherwise in this Article V, and subject to the provisions of Section 704(c) of the Code, the net income, net loss or capital gains of the Company for each fiscal year of the Company is allocated to the Members, pro rata in accordance with their Percentage Interest.

5.2. Distribution of Available Cash. Periodically, the Available Cash of the Company, if any, shall be distributed to the Members, pro rata in accordance with their Percentage Interest. However, Available Cash of the Company need not be distributed to the

extent that such cash is required for a reasonable working capital reserve for the Company, the amount of such reasonable working capital reserve to be determined by the Manager.

5.3. Allocation of Income and Loss and Distributions in Respect of Interests Transferred.

(a) If any Interest in the Company is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise, during any fiscal year of the Company, each item of income, gain, loss, deduction, or credit of the Company for such fiscal year must be assigned pro rata to each day in the particular period of such fiscal year to which such item is attributable (i.e., the day on or during which it is accrued or otherwise incurred) and the amount of each such item so assigned to any such day shall be allocated to the Member based on his respective Interest in the Company at the close of such day. For the purpose of accounting convenience and simplicity, the Company may treat a transfer of, or an increase or decrease in, an Interest in the Company which occurs at any time during a semimonthly period (commencing with the semimonthly period including the date hereof) as having been consummated on the first day of such semimonthly period, regardless of when during such semimonthly period such transfer, increase, or decrease actually occurs (i.e., sales and dispositions made during the first 15 days of any month are deemed to have been made on the first day of the month).

(b) Distributions of Company assets in respect of an Interest in the Company shall be made only to the Members who, according to the books and records of the Company, are the holders of record of the Interests in respect of which such distributions are made on the actual date of distribution. Neither the Company nor any Member incurs any liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company or the Member has knowledge or notice of any transfer or purported transfer of ownership of Interest in the Company which has not been approved by unanimous vote of the Voting Members. Notwithstanding any provision above to the contrary, gain or loss of the Company realized in connection with a sale or other disposition of any of the assets of the Company must be allocated solely to the parties owning Interests in the Company as of the date such sale or other disposition occurs.

ARTICLE VI

CHANGES IN MEMBERS

6.1. Transfer and Assignment of Members' Interest. No Member may assign, convey, sell, encumber or in any way alienate all or any part of his or her Interest in the Company as a Member without prior written consent of all Voting Members, which consent may be given or withheld, conditioned or delayed (as allowed by this Agreement or the Act), as the Voting Members may determine in their sole discretion.

6.2. Substitute Members. A transferee may become a substitute Member if (i) the requirements of Sections 6.1 are met and such person executes an instrument satisfactory to the remaining Members accepting and adopting the terms and provisions of this Agreement.

ARTICLE VII

DISSOLUTION

7.1. Dissolution of the Company.

(a) The Company is dissolved, its assets are disposed of, and its affairs wound up on the first to occur of the following occurrences:

(i) A determination by Members owning more than 50 percent of the voting interests in the Company that the Company should be dissolved;

(ii) At such earlier time as may be provided by applicable law.

(b) In settling accounts of the Company after dissolution, the liabilities of the Company must be paid in the following order, all as required by the Act:

(i) Those owed to creditors, in the order of priority as provided by law, except those to Members of the Company on account of their contributions;

(ii) Those owed to Members of the Company in respect of their share of the profits and other compensation by way of income on their contributions; and

(iii) Those owed to the Members of the Company in respect of their contribution to capital.

ARTICLE VIII

MISCELLANEOUS

8.1. Complete Agreement. This Agreement and the Articles constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter described. This Agreement and the Articles replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Articles supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in this Agreement or the Articles is binding on the Members or has any force or effect whatsoever.

8.2. Governing Law. This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Florida.

8.3. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement is binding on and inures to the benefit of the Members, and their respective distributees, successors and assigns.



8.4. Terms. Common nouns and pronouns refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to the Code or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

8.5. Headings. Headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

8.6. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision is fully severable; this Agreement is to be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

8.7. Additional Documents and Acts. Each Member agrees to execute and deliver additional documents and instruments and to perform all additional acts necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

8.8. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person has or will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

8.9. References to this Agreement. Numbered or lettered articles, sections and subsections in this Agreement refer to articles, sections, and subsections of this Agreement unless otherwise expressly states.

8.10. Notices. Any notice to be given or to be served on the Company or any party hereto in connection with this Agreement must be in writing and is deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices must be given to a Member at the address specified in Exhibit A. Any Member or the Company, may, at any time, designate any other address in substitution of the foregoing address.

8.11. Amendments. All amendments to this Agreement must be in writing and signed by all the Voting Members. Provided that no amendments shall affect the rights of a nonvoting member to participate in the earnings and distributions of Available Cash without his/her written consent.

8.12. Title to Company Property. Legal title to all property of the Company must be held and conveyed in the name of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, to be effective as of the date the Articles of Organization of the Company are accepted for filing by The Florida Secretary of State.

Dated this 20th day of October, 2014.

Ruch Investments, L.L.C.

By: 
Darian Ruch, Member




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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

Dallan Ruch

Capital Interest

100%, represented by
1000 shares issued
effective October 1, 2014


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ASSIGNMENT


Recital:


Effective October 1, 2014, Richard W. Ruch, Sr., has agreed to sell, and Dallan Ruch has agreed to purchase, all of Richard W. Ruch, Sr.'s shares of Ruch Investments, LLC (the "Company").

Therefore:

For value received, Richard W. Ruch, Sr., hereby sells, assigns and transfers to Dallan Ruch all of his outstanding shares of the Company, which are represented by Certificate No. 2.

Dated this 13 day of October, 2014.


Richard W. Ruch, Sr.

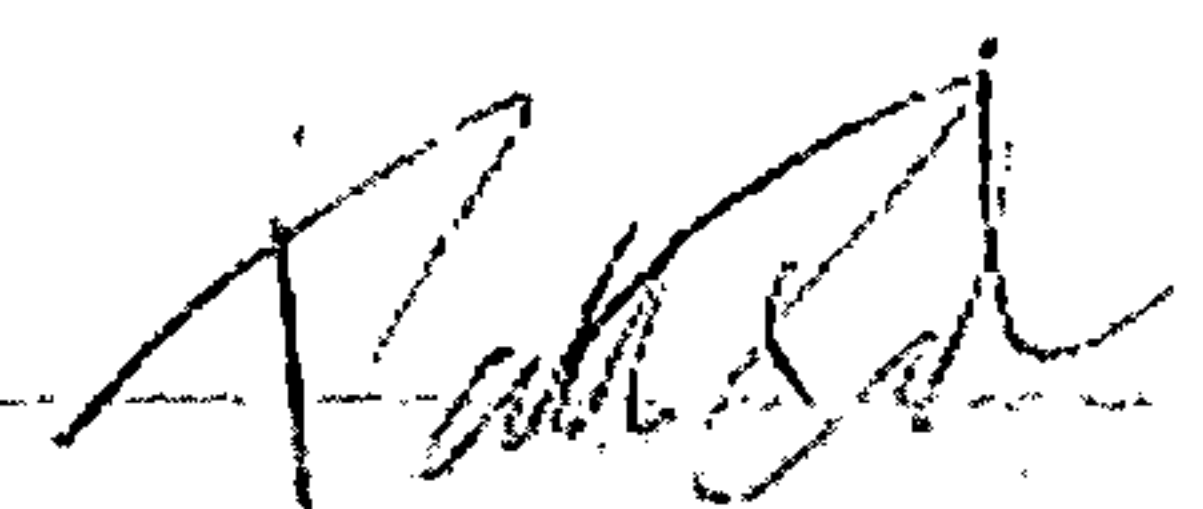

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RUCH INVESTMENTS, L.L.C.

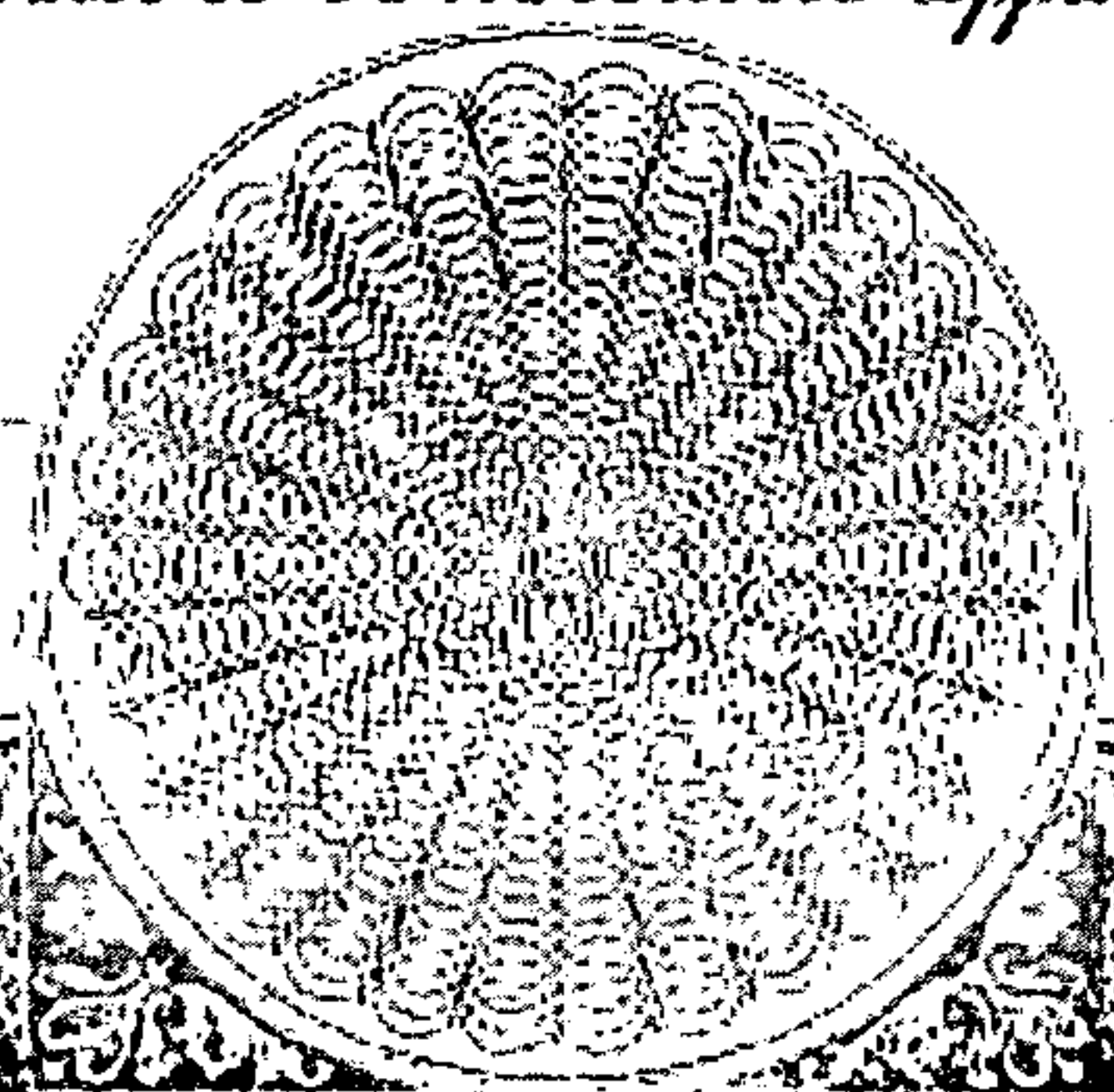
MEMBERSHIP CERTIFICATE

This Certifies that DALLAN RUCH
is a member of the above named Limited Liability Company and is entitled to the full benefits
and privileges of such membership, subject to the duties and obligations, as more fully set forth in
the Limited Liability Company Operating Agreement.

In Witness Whereof, the Limited Liability Company has caused this Certificate to be executed
by its duly authorized members this 20 day of OCTOBER 2014.
and its Limited Liability Company seal to be hereunto affixed.



MEMBER



MEMBER

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City Clerk
City of Chelsea
P.O. Box 111
Chelsea, Alabama 35043

Petition for Annexation

The undersigned owner(s) of the property which is described in the attached "Exhibit B" and which either is contiguous to the corporate limits of the City of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, do hereby petition the City of Chelsea to annex said property into the corporate limits of the municipality.

Signed on the 16th day of March

Pete Kabin

Witness

[Signature]

Owner Signature

Ruch Investments LLC

Print name

3112 Hwy 109, W. Louisville, AL 35186

Mailing Address

261 Cross Road Dr. Sterrett, AL 35147

Property Address (if different)

Telephone Number (Day)

Telephone Number (Evening)

Witness

Owner Signature

Print Name

Number of people on property _____

Proposed Property Usage (Circle One)

Commercial or Residential

Mailing Address

Property Address (if different)

Telephone number (Day)

(All owners listed on the deed must sign)

Telephone Number (Evening)



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