Davidson County DEEDWARR
Recvd: 07/21/15 13:06 23 pgs
Fees:118.00 Taxes:650.83
20150721-0071400

THIS INSTRUMENT PREPARED BY: **Chapman & Rosenthal Title, Inc.** **1620 Westgate Circle, Ste 150** **Brentwood, TN 37027** **CRT File No. 15064545** STEVE TOPPINGS STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is: $175,900.00. Affiant Subscribed and sworn to before me, this 17th day of July, 2015. Notary Public My Commission Expires: 2-6-17

GRN-153018

WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Tax Information:
Kelsey Moreland 319 Huntington Ridge Dr Nashville TN 37211	New Owner	Tax Parcel ID No. 161-11-0-A-168.00CO

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **IRA Innovations, LLC fbo Charles Judge, IRA #2101294 successor by conversion from IRA Innovations, Inc.,** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Kelsey Moreland.** Unmarried, ("Grantee"), her successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described as follows:

Land in Davidson County, Tennessee, being Unit No. 168 on the Plan of Huntington Ridge Townhouses of record in Plat Book 4675, Page 9, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to IRA Innovations, Inc., fbo Charles Judge, IRA #2101294 by Warranty deed from Myra Boelscher FKA Myra Barbian and Scott Boelscher, wife and husband, of record in Instrument No. 20121114-0104883, Register's Office for Davidson County, Tennessee, dated November 12, 2012 and recorded on November 14, 2012. IRA Innovations Inc., converted to IRA Innovations, LLC, by Articles of Conversion of record in ~~Instrument No.~~ See Attached Exhibit A.

This Conveyance is subject to the matters set forth below, if any, as well as any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

Taxes for the year 2015 a lien, not yet due and payable.

If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603 et seq.
Subject to all matters shown on the Plan of record in Plat Book 4460, Page 67 and Plat Book 4675, Page 9, Register's Office for Davidson County, Tennessee.

Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 4729, Page 687, amended in Book 4889, page 905 and Book 5394, page 243, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

Charter for HOA of record in Book 4729, Page 682 amended in Book 4890, page 84, in the Register's Office for Davidson County, Tennessee.

By-Laws of HOA of record in Book 7423, Page 762 and amended in Instrument No. 20080324-0029069, Instrument No. 20130724-0076332, in the Register's Office for Davidson County, Tennessee.

Quitclaim Deed to the Homeowner's Association of record in Book 4742, Page 570, in the Register's Office for Davidson County, Tennessee.

Storm Water Detention Agreement of record in Book 9732, Page 551, Book 9775, page 308 and Book 11345, page 59, in the Register's Office for Davidson County, Tennessee.

Grant of Easement of record in Instrument Number 20140902-0079897, in the Register's Office for Davidson County, Tennessee.

Mineral rights reserved in deed of record as Instrument Number 20121114-0104883 in the Register's Office for Davidson County, Tennessee, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

Rights and easements of adjoining landowners in and to any party wall(s) located on the insured parcel.

Subject to rights of others in and to the common areas and/or elements.

This is improved property located at 319 Huntington Ridge Dr Nashville TN 37211

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantees, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for current taxes, and restrictions and easements of record. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantees, its successors, heirs and assigns against the lawful claims of all persons whatsoever.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 17th day of July, 2015.

IRA Innovations, LLC fbo Charles Judge, IRA #2101294 successor by conversion from IRA Innovations, Inc.,

BY: _____
William P Gulas, Authorized Representative

STATE OF Alabama)
COUNTY OF Shelby)

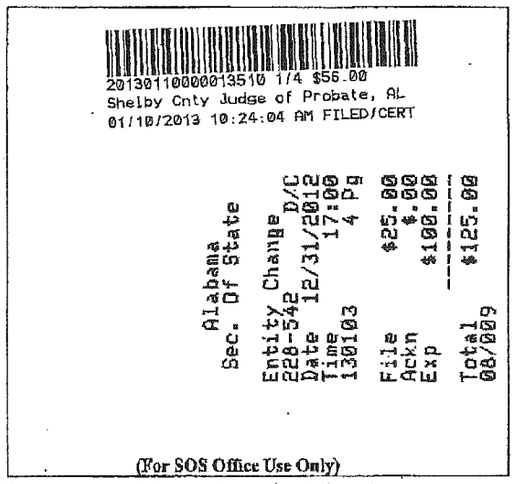
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, William P Gulas, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Authorized Representative of IRA Innovations, LLC fbo Charles Judge, IRA #2101294 successor by conversion from IRA Innovations, Inc.,, the within named bargainor, a Alabama limited liability company, and that he as such Authorized Representative, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as its Authorized Representative.

Witness my hand, at office, this 14 day of July, 2015.

_____
Notary Public
My Commission Expires: _____

INGRID ELISHA HOLCOMBE
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JULY 12, 2014

Attached Exhibit A



STATE OF ALABAMA

CONVERSION OF A DOMESTIC ENTITY
Business Corporation to Limited Liability Company

PURPOSE: In order to change the entity type of a domestic entity (any entity formed in Alabama), the entity must deliver the documentation in this form pursuant to Section 10A, Chapter 1, Article 8, Code of Alabama 1975.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of the completed Conversion package, the filing fee of $25.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616**, and a check or money order made out to the Judge of Probate in the county where the entity's formation documents were recorded (contact the Office of the Judge of Probate for the fees). The Secretary of State will file and transmit the copies to the Judge of Probate in accordance with 10A-1-4.02(g). The Conversion will not be registered if the credit card does not authorize and will be removed from the index if the check is dishonored. If you desire a stamped copy returned to you, supply a third copy and a pre-addressed postage paid return envelope.

This form must be typed or laser printed.
Faxed and emailed transmissions will not be acknowledged, processed, or returned.

1. **Information on the converting entity (entity will cease to exist at conversion/termination by conversion):**

Alabama entity id number of converting entity: 228 - 542 (Format 000-000) *

*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.

The name of the converting entity as recorded with the Secretary of State of Alabama:

IRA Innovations, Inc.

County Probate Office in Alabama where the formation documents/articles of this domestic entity were recorded and where the conversion document will be forwarded for recording: Shelby

This Document was prepared by:
Wallace, Jordan, Ratliff & Brandt, LLC
Stephen P. Leara, Esq.
800 Shades Creek Parkway, Ste 400
Birmingham, Alabama 35209

(For County Probate Court Office Use Only)

Secretary of State
State of Alabama
I hereby certify that this is a true and complete copy of the document filed in this office on
12/31/12
DATE: 1/3/13
Secretary of State

CONVERSION OF DOMESTIC ENTITY / Business Corporation to Limited Liability Company

2. **Information on the converted (formed/created by this conversion) – this entity will continue to exist:**

The name of the new domestic entity resulting from this conversion (A domestic name reservation certificate issued by the Alabama Secretary of State must be attached if the name is changing anything more than the entity identifier information – such as Inc., LLC, etc. – if only the identifier information is changing, no name reservation is required name):

IRA Innovations, LLC

Converted entity will be (check one):

___ Business Corporation
___ Nonprofit Corporation
____ Professional Corporation (PC)
_X_ Limited Liability Company (LLC)
___ Registered Limited Liability Partnership (LLP)
____ Limited Partnership (LP)
____ Limited Liability Limited Partnership (LLLP)
____ Employee Cooperative Corporation
_____ Real Estate Investment Trust

3. Street (No PO Boxes) Address of principal office: 5184 Caldwell Mill Road, Suite 204-303, Birmingham, Alabama, 35244

Mailing Address (if different) Same as Street Address

4. Name of registered agent for service of process in Alabama (if principal office is not physically located in Alabama):

William P. Gulas

5. Street (No PO Boxes) Address of initial registered office if different from principal office (MUST be physically located in Alabama if the principal office is located outside of Alabama):

5184 Caldwell Mill Road, Suite 204-303, Birmingham, Alabama 35244

Mailing Address in Alabama (if different) Same as Street Address

6. Purpose for which the limited liability company formed: Provide custodial/trustee services for self-directed IRAs and profit sharing plans and other related business; the purpose includes the transaction of any lawful business for which limited liability companies may be organized in Alabama under Title 10A, Chapter 5 of the Code of Alabama.

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

20130110000013510 2/4 $56.00
Shelby Cnty Judge of Probate, AL
01/10/2013 10:24:04 AM FILED/CERT

CONVERSION OF DOMESTIC ENTITY / Business Corporation to Limited Liability Company

8. The name(s) of the Organizer(s): Stephen P. Leara

Street (No PO Boxes) address of Organizer(s): 800 Shades Creek Parkway, Suite 400, Birmingham, Alabama 35209 Mailing address of Organizer(s) – (if different from street address): Same as Street Address

Attach a listing if more Organizers need to be added.

9. If the limited liability company is to be managed by one or more managers, give the number of managers 1 (One) and the names and mailing addresses of the manager or managers who are to serve as managers until their successors are elected and begin serving:

Manager's Name: William P. Gulas

Mailing address of Manager: 5184 Caldwell Mill Road, Suite 204-303, Birmingham, AL 35244

Manager's Name:

Mailing address of Manager:

Attach listing if more Managers need to be added.

10. The right, if given, of the member or members to admit additional members, and the terms and conditions of the admission are attached.

11. The circumstances, if any, under which the cessation of membership of one or more members will result in dissolution of the limited liability company are attached.

12. If the converted entity is one in which one or more owners lack limited liability protection, a statement that each owner of the converting entity who is to become a owner without limited liability protection of the resulting entity has consented in writing to the conversion as required by 10A-1-8.01 is attached.

13. The undersigned certify that the conversion was approved pursuant to *Code of Alabama 1975*, Title 10A, Chapter 1, Article 8 (specifically 10A-1-8.01) and that the information included in or attached to this conversion form are true and correct.

14. Signature requirements are in accordance with 10A-1-4.01 and 10A-1-8.01 of the *Code of Alabama 1975*.

_____ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability company.

20130110000013510 3/4 $56.00
Shelby Cnty Judge of Probate, AL
01/10/2013 10:24:04 AM FILED/CERT

CONVERSION OF DOMESTIC ENTITY / Business Corporation to Limited Liability Company

Signature Page – Use additional if necessary.

12/27/12
Date

William P. Gulas, Manager
Typed or Printed Name and Title of Signature Below

Signature of Person Authorized to Sign

Date

Typed or Printed Name and Title of Signature Below

Signature of Person Authorized to Sign

Date

Typed or Printed Name and Title of Signature Below

Signature of Person Authorized to Sign

20130110000013510 4/4 $56.00
Shelby Cnty Judge of Probate, AL
01/10/2013 10:24:04 AM FILED/CERT

Alabama
Sec. Of State

Entity Change
228-542 D/C
Date 12/31/2012
Time 17:00
130103 4 Pg

File	$25.00
Ackn	$.00
Exp	$100.00
Total	$125.00
00/009	

PREPARED BY:
Joseph A. Fawal, Esquire
FAWAL & SPINA
1330 21st Way South, Suite 200
Birmingham, Alabama 35205
Telephone: 205/939-1330

20111212000374350 1/3 $81.00
Shelby Cnty Judge of Probate, AL
12/12/2011 12:56:28 PM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

ARTICLES OF AMENDMENT
OF
ENTRUST ADMINISTRATION OF THE SOUTHEAST, INC.

The undersigned, being the sole Director and Shareholder of the corporation under the Alabama Business Corporation Act, hereby adopts the following Amended Articles of Incorporation:

1. The name of the Corporation is: **ENTRUST ADMINISTRATION OF THE SOUTHEAST, INC.**

2. The following amendment was adopted in the manner provided for by the Alabama Business Corporation Act:

The new name of the corporation shall be:

IRA INNOVATIONS, INC.

3. The amendment was adopted by the Shareholders or Directors in the manner prescribed by law on the 1st day of December, 2011.

4. The number of shares outstanding at the time of the adoption was 1,000; the number of shares entitled to vote thereon was 1,000. (If the shares of any class are entitled to vote thereon as a class, the designation and number of outstanding shares entitled to vote thereon of each such class.)

5. The number of shares voted for the Amendment was 1,000 and the number of shares voted against such Amendment was zero. (If no shares have been issued write a statement to that effect.)

By: **WILLIAM P. GULAS**
Its: President

RESOLUTION

Resolved at a Special Meeting of the Shareholders of Entrust Administration of the Southeast, Inc., that as a result of the termination of the Franchise Agreement with the Entrust Group, Inc., the Corporation is required to change its name and cease using the name Entrust Administration of the Southeast, Inc.

It is further resolved that the President of the Corporation is hereby authorized to file Articles of Amendment with the Secretary of State of Alabama for the purpose of changing the name of the Corporation from Entrust Administration of the Southeast, Inc., to IRA Innovations, Inc.

The President of the Corporation is further authorized to take any and all other actions necessary to consummate the change of name of the Corporation.

Dated this the 1st day of December, 2011.

WILLIAM P. GULAS
Sole Shareholder

20111212000374350 2/3 $81.00
Shelby Cnty Judge of Probate, AL
12/12/2011 12:56:28 PM FILED/CERT

Beth Chapman
Secretary of State

20111212000374350 3/3 $81.00
Shelby Cnty Judge of Probate, AL
12/12/2011 12:56:28 PM FILED/CERT

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

STATE OF ALABAMA

I, Beth Chapman, 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:

IRA Innovations, Inc.

This domestic business corporation is proposed to be formed in Alabama and is for the exclusive use of Joseph Fawal, 1330 21st Way South, Ste. 200, Birmingham, AL 35205 for a period of one hundred twenty days beginning November 15, 2011 and expiring March 14, 2012.

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.

November 15, 2011

Date

Beth Chapman

591-382

Beth Chapman **Secretary of State**

STATE OF ALABAMA)
COUNTY OF SHELBY)

OPERATING AGREEMENT OF IRA INNOVATIONS, LLC AN ALABAMA LIMITED LIABILITY COMPANY

This Operating Agreement of IRA Innovations, LLC, an Alabama limited liability company (the "Agreement") is made and entered into this 15th day of January, 2013, by William P. Gulas residents of Alabama, hereinafter sometimes singularly referred to as "Member" or collectively as "Members."

WITNESSETH:

WHEREAS, Entrust Administration of the Southeast, Inc. (subsequently changed to IRA Innovations, Inc.) was incorporated in Shelby County, Alabama on April 10, 2003; and

WHEREAS, by virtue of Articles of Conversion dated December 31, 2012, and filed in Shelby County, Alabama, IRA Innovations, Inc. was converted to a limited liability company known as IRA Innovations, LLC (the "Company"), effective January 1, 2013, for the purposes described in this Agreement; and

WHEREAS, the parties to this Agreement desire to define their respective rights and obligations.

NOW THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the Members, the Members do hereby agree and bind themselves as follows:

ARTICLE I
DEFINITIONS

The use of any of the following defined terms in their uncapitalized form shall indicate that the words have their normal meaning.

Section 1.1. "Additional Member" shall mean any Person or Entity admitted as a Member into the Company pursuant to **Section 10.1** of this Operating Agreement from and after the formation of the Company.

Section 1.2. "Adjusted Capital Account" means, with respect to a Member, that Member's Capital Account after (i) crediting to his Capital Account any amount which the Member is deemed to be obligated to restore pursuant to Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(I)(5); (ii) crediting to his Capital Account any amount that Member is unconditionally obligated to contribute to the Company under applicable law; and (iii) debiting to the Capital Amount the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5), and (6). This definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii) and 1.704-2, and will be interpreted consistently with those provisions.

Section 1.3. "Adjusted Capital Account Deficit" means, with respect to a Member, the deficit balance, if any, in that Member's Adjusted Capital Account.

Section 1.4. "Affiliate" means, with respect to any Person, any other Person controlling, controlled by, or under common control with that first Person, or, with regard to a Person who is an individual, a member of such Person's family, whether by blood or marriage. As used in this definition, the term *"control"* means (a) with respect to any corporation or other entity having voting shares or the equivalent and elected directors, managers, or Persons performing similar functions, the ownership or power to vote more than fifty percent (50%) of shares or the equivalent having the power to vote in the election of directors, managers, or Persons performing similar functions, and (b) with respect to any other entity, the ability to direct its business and affairs.

Section 1.5. "Agreed Value" means the Gross Asset Value of any Contributed Property or distributed property net of any liability assumed or taken subject to by the Company or the distributee, as the case may be.

Section 1.6. "Agreement" or **"Operating Agreement"** means this Operating Agreement of IRA Innovations, LLC, as amended from time to time. As used herein, the term "Operating Agreement" or "Agreement" shall include all provisions of this Operating Agreement.

Section 1.7. "Allocation Regulations" means Treasury Regulations promulgated under Section 704(b) of the Code.

Section 1.8. "Appraisal" means, unless the context indicates otherwise, a written valuation report by an Appraiser that describes and values the fair market value of an ownership interest in the Company, whether a Governance Right, Financial Right or Membership Interest.

Section 1.9. "Appraiser" means a person or firm qualified to perform business Appraisals of limited liability companies and membership interests in limited liability companies.

Section 1.10. "Assignee" means a person who has acquired all or a portion of an interest in a Membership Interest by assignment as of the date the assignment of the Membership Interest has become "effective." As used in this Agreement, the assignment of a Membership Interest becomes "effective" as of the date on which all of the requirements of an assignment expressed in this Agreement, particularly **Article XV**, shall have been met. An Assignee has only the rights granted under Section 10-12-33 of the Law. An Assignee does not have the right to become a Member except as provided in this Agreement.

Section 1.11. "Built-In Gain" with respect to any Company Property means (a) as of the time of contribution, the excess of the Gross Asset Value of any Contributed Property over its adjusted basis for federal income tax purposes and (b) in the case of any adjustment to the Carrying Value of any Company Property pursuant to **Article XII** of this Agreement, the Unrealized Gain.

Section 1.12. "Built-In Loss" with respect to any Company Property means (a) as of the time of contribution, the excess of the adjusted basis for federal income tax purposes of any Contributed Property over its Gross Asset Value and (b) in the case of any adjustment to the Carrying Value of any Company Property pursuant to **Article XII** of this Agreement, the Unrealized Loss.

Section 1.13. "Capital Account" shall have the meaning ascribed to it in **Article XII** of this Agreement.

Section 1.14. "Capital Contribution" means with respect to any Member, the Agreed Value of any property and the amount of cash contributed to the Company. Any reference in this Agreement to the Capital Contribution of a Member will include a Capital Contribution made by any prior Member with respect to the Membership Interest of the Member.

Section 1.15. "Capital Interest" shall mean the proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances, as may be adjusted from time to time.

Section 1.16. "Carrying Value" means (a) with respect to any Contributed Property, the Gross Asset Value of the Property reduced as of the time of determination by all Depreciation and an appropriate amount to reflect any sales, retirements, or other dispositions of assets included in the Property and, (b) with regard to other Property, the adjusted basis of the property for federal income tax purposes as of the time of determination; provided, however, the Carrying Values shall be further adjusted as provided in **Article XII** of this Agreement and, at the time of adjustment, the Property shall thereafter be deemed to be a Contributed Property contributed as of the date of adjustment.

Section 1.17. "Certificate" or **"Certificate of Formation"** shall mean the Certificate of Formation of IRA Innovations, LLC, as filed in the Office of the Probate Judge of Shelby County, Alabama, as the same may be amended or restated from time to time.

Section 1.18. "Cessation" shall mean whatever events, actions, failure to act, or legal proceedings which have the effect of causing any Person to cease being a Member of the Company in accordance with the Certificate of Formation, this Operating Agreement, the Law or otherwise.

Section 1.19. "Code" means the Internal Revenue Code of 1986, as amended.

Section 1.20. "Company" means IRA Innovations, LLC, an Alabama limited liability company.

Section 1.21. "Contributed Property" means any all real, personal, tangible and intangible property other than cash contributed to the Company.

Section 1.22. "Default Interest Rate" means the rate per annum equal to the lesser of (a) the Wall Street Journal "Prime Rate" as quoted from time to time in the Money Rates Section of the Wall Street Journal, compounded annually, with adjustments to be made on the same date as any change in the rate, and (b) the maximum rate permitted by applicable law.

Section 1.23. "Deficit Capital Account" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(a) credit to such Capital Account for any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Treasury Regulations,

after taking into account thereunder any changes during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any partner nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(b) debit to such Capital Account for the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 of the Treasury Regulations and will be interpreted consistently with such provisions.

Section 1.24. "Depreciation" means, for each taxable year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for the year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the year or other period. Depreciation will be an amount which bears the same ratio to the beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction of the year or other period bears to the beginning adjusted tax basis, provided that if the federal income tax depreciation, amortization, or other cost recovery deduction for the year or other period is zero. Depreciation will be determined with reference to the beginning Gross Asset Value using any reasonable method selected by the Manager.

Section 1.25. "Dispose" and "Disposition" shall mean any act of selling, assigning, pledging, hypothecating, or otherwise transferring for consideration, or gifting, bequeathing or otherwise transferring by operation of law or otherwise, including, but not limited to, bankruptcy.

Section 1.26. "Distributable Cash" means, at the time of determination for any period (on the cash receipts and disbursements method of accounting), all Company cash derived from the conduct of the Company's business, cash from investments, cash from the sale or other disposition of Company Property, Capital Contributions, and financing or other loan proceeds, but shall not include (a) reserves for working capital, or (b) other amounts that the Manager reasonably determines should be retained by the Company in accordance with the Manager's fiduciary duties and allowable discretion under the Law and **Article VIII.**

Section 1.27. "Effective Date" means the date when the Certificate of Formation of the Company are filed with the Judge of Probate.

Section 1.28. "Entity" shall mean any business entity as set forth in Section 10-12-2(c) of the Law, including, but not limited to, any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

Section 1.29. "Fair Market Value" shall mean the fair market value of the ongoing concern of the Branch Office associated with the Transferring Member's Membership Class, as agreed upon by the Company, the Transferring Member (or his representative in the event of death or total disability) and the remaining Members divided by the Membership Units held in the Membership Class. Unless agreed to between the Transferring Member and the remaining Members, the determination of the

purchase price shall be made by an independent appraiser selected by the certified public accountant of the Company in accordance with this Agreement.

Section 1.30. "Financial Interest" or **"Financial Right"** shall mean a Member's share of one or more of the Company's net Profits, net Losses and interim and terminating distributions of the Company's assets pursuant to this Operating Agreement and the Law, in particular Section 10-12-2(e) of the Law, but shall not include any Governance Interest or Governance Rights.

Section 1.31. "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

Section 1.32. "Governance Interest" or **"Governance Rights"** shall mean all of a Member's rights as a member of a limited liability company pursuant to this Operating Agreement and the Law, including, without limitation, the right to participate in the management or affairs of the Company (including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members or Manager granted pursuant to this Operating Agreement and the Law), but shall not include the Member's Financial Interest or Financial Rights.

Section 1.33. "Gross Asset Value" means, (a) with regard to Property contributed to the Company, the fair market value of the Property as of the date of the contribution and (b) as to any Property the Carrying Value of which is adjusted pursuant to **Article XIII**, the fair market value of the property as of the date of the adjustment, as the fair market value is determined by the Managers using any reasonable method.

Section 1.34. "Joinder Agreement" has the meaning set forth in **Section 10.2(e)**.

Section 1.35. "Law" means the Alabama Limited Liability Company Law, Sections 10A-1-1.01, et seq. and 10A-5-1.01, et seq., of the Code of Alabama (1975), as amended from time to time.

Section 1.36. "Liquidator" means the Manager or Managers, or Members, or a person or committee selected by a Majority in Interest of the Members, who will commence to wind up the affairs of the Company and to liquidate and sell its properties when there has been a dissolution or termination without reconstitution or continuance of the Company. "Liquidator" shall also refer to any successor or substitute Liquidator.

Section 1.37. "Majority in Interest" means Members whose aggregate Membership Units exceed fifty percent (50%) of the Company's total outstanding Membership Units.

Section 1.38. "Majority in Class Interest" means Members whose aggregate Membership Units in a particular Class exceed fifty percent (50%) of the total outstanding Membership Units for that Class.

Section 1.39. "Manager" shall mean one or more managers. Specifically, "Managers" shall mean those Persons or Entities whose names and addresses are listed on **Schedule 1.36** and any Persons that succeed him or her or them in that capacity. References to Manager in the singular or as him, her, it, itself, or other like references shall also, when the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

Section 1.40. "Member" shall mean, unless specifically referred to as a particular Class Member, a Member of the Company and "Members" shall mean more than one Member of the Company. The term "Class Member" shall mean a Person or Entity owning Class Membership Units in one or more of the classes set forth in **Schedule 1.40**, as amended. Any Person or Entity owning only a Financial Right or Financial Interest in the Company shall not be a Member of the Company unless admitted in accordance with provisions of **Section 10.1** of this Agreement. Any reference to the Schedule of Members shall be deemed a reference to **Schedule 1.40**, as amended and in effect from time to time in accordance with this Agreement.

Section 1.41. "Membership Interest" shall mean a Member's entire ownership interest in the Company and rights of a Member in the Company, including such Member's Financial Rights and Governance Rights.

Section 1.42. "Membership Units" means one or more membership units (or fractional units) each Member shall receive for the cash, the Property, based on its Gross Asset Value, or the services contributed by each Member as reflected on **Schedule 1.40**, as may be amended. There shall multiple classes of membership, as determined by the Manager. Each Class shall include managers, investors and stakeholders in a specific branch office owned by the Company (a "Branch Office"), with participants in each Branch Office being designated a separate class of membership Units. The holders of each class of Membership Units shall have such relative rights and duties as set forth in this Agreement.

Section 1.43. "Percentage Interest" means the percentage of the Company's total outstanding Membership Units owned by a Member in said Member's designated Class.

Section 1.44. "Person" means any individual, estate, company, corporation, trust, unincorporated association, limited liability company, joint venture, and any other entity, trustee, executor, administrator, custodian, fiduciary or person serving in any similar capacity.

Section 1.45. "Profits" and "Losses" means for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1), and any guaranteed payments paid to any Member, shall be included in taxable income or loss), with the following adjustments:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(I) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(c) gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Carrying Value of the Property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Carrying Value;

(d) in lieu of depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there will be taken into account Depreciation for the taxable year or other period;

(e) if the Carrying Value of any Company Property is adjusted under **Article XII**, the adjustment will be taken into account as gain or loss from the disposition of the Property for purposes of computing Profits or Losses;

(f) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to **Section 13.2** of this Agreement shall not be taken into account in computing Profits or Losses.

Section 1.46. "Property" means all real, personal, tangible and intangible property which has been contributed to or acquired by the Company and all increases and decreases applicable to the Property.

Section 1.47. "Required Consent" means that percentage of Membership Interests required to admit an Additional Member as defined in **Article X** of this Agreement.

Section 1.48. "Regulations" means Treasury Regulations promulgated under the Code as amended.

Section 1.49. "Schedule of Members" means **Schedule 1.40**, as amended.

Section 1.50. "70 Percent in Class Interest" means those Members whose aggregate Class Membership Units equal seventy percent (70%) or more of the Company's total outstanding Membership Units for that specific Class.

Section 1.51. "Transferring Member" shall mean a Member, or his representative in the event of death, Incompetence or Disability, that disposes of all or any portion of its Membership Interest.

Section 1.52. "Unanimous Class Consent" means the consent of all Members in a respective Class.

Section 1.53. "Unrealized Gain" attributable to Company Property means the excess of the Gross Asset Value of the property over the Carrying Value of the Property as of the date of determination.

Section 1.54. "Unrealized Loss" attributable to Company Property means the excess of the Carrying Value of the Property over its Gross Asset Value as of the date of determination.

ARTICLE II
FORMATION

This Company is created under the Alabama Limited Liability Company Law, Sections 10A-1-1.01, et seq. and 10A-5-1.01, et seq., of the Code of Alabama (1975), by and among the undersigned. Except as expressly provided herein to the contrary, the rights and obligations of the Company shall be governed by the Law. This Company will become effective upon the execution and filing of the

Certificate of Formation of Limited Liability Company with the Office of the Judge of Probate of Shelby County, Alabama, the county in which the Company's initial registered office shall be located (the "Effective Date").

ARTICLE III
NAME

The name of the Company is IRA Innovations, LLC.

ARTICLE IV
INITIAL OFFICES AND INITIAL REGISTERED AGENT

Initial Registered Office and Agent. The location and mailing address of the initial registered office of the Company is 5184 Caldwell Mill Road, Su. 204-303, Birmingham, Alabama 35244. The name of its initial registered agent at such address is William P. Gulas. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and the name of the new registered agent with the Office of the Secretary of State of Alabama pursuant to the Law; provided that such registered agent shall be an individual resident of the State of Alabama, a domestic business entity, or a foreign business entity with an office in Alabama.

ARTICLE V
UNITS, INITIAL MEMBERS AND RIGHT OF MEMBERS TO ADMIT NEW MEMBERS

Section 5.1. Units. Each Member's interest in the Company shall be represented by the Units owned by such Member. No Units issued hereunder shall be certificated unless otherwise determined by the Board. The Company may issue fractional Units. So long as any such units are owned by or on behalf of the Company, such Units will not be considered outstanding for any purpose.

Section 5.2. Initial Members. The initial Members are listed on **Schedule 5.2**, attached and incorporated herein.

Section 5.3. Admission of Additional Members. New members shall be admitted as provided in **Articles X and XV** of this Agreement.

ARTICLE VI
PURPOSES

Section 6.1. All Business Permitted. The Company is authorized to engage in all business permitted by the Law. If the Company qualifies to do business in a foreign jurisdiction, it may transact all business permitted in that jurisdiction. There is no jurisdictional restriction upon Property or activities of the Company.

Section 6.2. Manager Authorized To Take Action. The Manager may take any action permitted by this Agreement and the Law to accomplish the Company purposes. This shall include any act customarily or reasonably related to the acquisition, ownership, management, sale, investment, reinvestment, or financing of the Company Property.

ARTICLE VII
DURATION

The Company will begin operation under this Agreement on the Effective Date (as defined in Article II) and the existence of the Company will be perpetual. The Company may be terminated, wound up and dissolved (a) upon the written consent of all of the Members; (b) as provided in this Operating Agreement; or (c) as may be required by the Law, as such Act shall be amended from time to time, the Code or Regulations, as the same may be amended from time to time.

ARTICLE VIII
RIGHTS AND DUTIES OF MANAGERS

Section 8.1. Management. The business and affairs of the Company shall be managed by its Manager in accordance with the Law, subject to the terms and provisions of this Operating Agreement. Except for situations in which the approval of the Members or a percentage of the Members is expressly required by this Operating Agreement or by nonwaivable provisions of the Law, any Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by a Manager, unless the approval of more than one of the Managers or of the Members is expressly required pursuant to this Operating Agreement or the Law.

Section 8.2. Authority of Managers. Without limiting the generality of **Section 8.1** of this **Article VIII**, and in addition to any rights and powers which the Manager may possess under the Law or by virtue of this Operating Agreement, the Manager shall have all specific rights and powers required by, or appropriate to, the management of the business of the Company, which shall include, without limitation, the following rights and powers on behalf of the Company:

(a) Acquire real and personal property from any Person and to hold and own such property in the name of the Company. Except as otherwise provided in this Operating Agreement, and subject to applicable law, the fact that a Manager is directly or indirectly affiliated with or connected to any such Person shall not prohibit such Manager from dealing with that Person;

(b) Borrow money on the general credit of the Company for use in the business of the Company from banks, other lending institutions, Managers, Members, or affiliates of Managers or Members on such terms as the Manager deems appropriate, and in connection therewith, to mortgage, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed funds, and to prepay, in whole or in part, refinance, increase, modify, consolidate, or extend any such mortgage or other security device; all of the foregoing on such terms and in such amounts as the Manager shall deem, in its discretion, to be in the best interests of the Company. No

person, company, partnership or other entity or enterprise, directly or indirectly, as an employee, proprietor, stockholder, partner, consultant, member or otherwise engage in any business or activity competitive with the business activities of the Company as they are now or hereafter undertaken by the Company in any county within any state in which the Company is operating at the time of the cessation of a Member's Membership Interest. Nothing in this Section shall be interpreted to preclude Members from owning shares in any competitive company where the percentage of such shares is less than one percent (1%) of the outstanding shares of stock of the same class in the competitive company. Members hereby acknowledge that the services to be rendered by him, her or it under this Agreement are of a special, unique and extraordinary character and, in connection with such services, he, she or it will have access to confidential information concerning the Company's business. By reason thereof, the Members consent and agree that if he, she or it violate any of the provisions of this Agreement with respect to noncompetition, the Company would sustain irreparable harm and, therefore, in addition to any other remedies which the Company may have under this Agreement or otherwise, the Company shall be entitled to an injunction to be issued by any court of competent jurisdiction restraining such Member from committing or continuing any such violation of this Agreement.

Section 20.24. Non-Solicitation of Customers. Unless waived in writing by Company, each Member further agrees that he, she or it will not, directly or indirectly, during the course of his, her or its membership and for one (1) year thereafter upon termination of this Agreement, either voluntarily or involuntarily, for any reason whatsoever, solicit the trade or patronage of any of the customers or prospective customers of the Company or of anyone who has heretofore traded or dealt with the Company, regardless of the location of such customers or prospective customers of the Company throughout the world with respect to any technologies, services, products, trade secrets or other matters in which the Company is active.

Section 20.25. Non-Solicitation of Employees. Unless waived in writing by Company, each Member further agrees that he, she or it will not, directly or indirectly, during the course of his, her or its Membership and for one (1) year thereafter upon termination of this Agreement, either voluntarily or involuntarily, for any reason whatsoever, solicit the trade or patronage of any of the employees or prospective employees of the Company or of anyone who has heretofore been employed by the Company, regardless of the location of such employee or prospective employees of the Company throughout the world with respect to any technologies, services, products, trade secrets or other matters in which the Company is active.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement on this 15th day of January, 2013.

Acceptance and Approval By Members:

William P. Gulas

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that William P. Gulas, whose name is signed to the foregoing Operating Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this 15 day of January 2013.

NOTARY PUBLIC
My Commis

INGRID ELAINE HOOSIMBE
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JULY 12, 20 14

SCHEDULE 1.36
MANAGERS

NAME	ADDRESS
William P. Gulas	2530 Kanawha Circle Birmingham, Alabama 35244

SCHEDULE 1.39
MEMBERSHIP UNITS

Member	Class	Capital Contribution	Total # of Shares	Percentage Interest
William P. Gulas 2530 Kanawha Circle Birmingham, AL 35244	A	$1,000	1,000	100%

SCHEDULE 5.2
INITIAL MEMBERS NAMES AND ADDRESSES

NAME	ADDRESS
William P. Gulas	2530 Kanawha Circle Birmingham, Alabama 35244

True Copy Certification

I Anita L. Leach, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true correct copy of the original document executed and authenticated according to law.

Anita L. Leach

State of Tennessee/County of Wilson SS:

Personally appeared before me, Shelly M Smith, a notary public for this County and State, Anita L. Leach, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

SHELLY M SMITH
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
My Commission Expires 04-26-2018

Shelly M Smith