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(City/State/Zip/Phone #)

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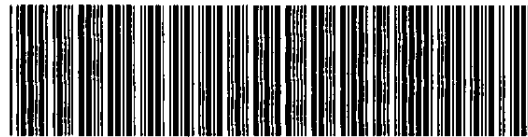
(Business Entity Name)

(Document Number)

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10 MAY 24 AM 8:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. BRUCE

MAY 26 2010

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Proxee, LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Robert L. Nellson

Name of Person

Proxee, LLC

Firm/Company

24652 Misty Lake Drive, Suite 107

Address

Ponte Vedra Beach, FL 32082

City/State and Zip Code

RNellson@comcast.net

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Robert L Nellson

Name of Person

at (904)

280-2595

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☒ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

FILED
10 MAY 24 AM 8:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Proxee, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 02/25/2009 and assigned
Florida document number L09000018807.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

24652 Misty Lake Drive

Suite 107

Ponte Vedra Beach, FL 32082

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

24652 Misty Lake Drive

Suite 107

Ponte Vedra Beach, FL 32082

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Robert L. Nellson

New Registered Office Address:

24652 Misty Lake Drive, Suite 107

Enter Florida street address

Ponte Vedra Beach

, Florida

32082

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.


If Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

MGRM = Managing Member

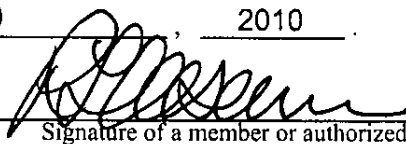
<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Robert L. Nellson	24652 Misty Lake Drive Suite 107 Ponte Vedra Beach, FL 32082	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
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			<input type="checkbox"/> Add <input type="checkbox"/> Remove

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

New Operating Agreement (Attached)

Sale of 100% member interest from Jonathan T Nellson to Robert L Nellson (Atta

Dated May 20, 2010



Signature of a member or authorized representative of a member

Robert L. Nellson

Typed or printed name of signee

FILED
 10 MAY 24 AM 8:52
 CLERK OF STATE
 TALLAHASSEE, FLORIDA

**OPERATING AGREEMENT
OF
PROXEE LLC
A FLORIDA LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT is made and shall be effective as of the 1st day of April 2010, by the Member listed on the attached Member List signing below, pursuant to the provisions of the Florida Limited Liability Company Act, Florida Statutes, Chapter 608 (the "Act"), on the following terms and conditions:

**ARTICLE I
FORMATION AND PURPOSES**

1.1 Formation. The Member acknowledges the formation of Proxee LLC (hereinafter referred to as the "Company") under the Act. This Operating Agreement supersedes and replaces the Regulations of the Company dated March 10, 2009, in their entirety, and the Regulations shall have no further force or effect.

1.2 Purpose. The purpose of the Company is to engage in any lawful business.

1.3 Limited Liability. No Member shall have any personal obligation for any liabilities of the Company solely by reason of being a Member.

1.4 Tax Classification. Provided there is only one Member of the Company, the Member intends that the Company be disregarded as a separate entity for federal income tax purposes and this Agreement shall be interpreted accordingly. If at any time there is more than one person owning an interest in the Company, the Members intend that the Company be treated as a partnership for federal income tax purposes, and this Agreement shall be interpreted accordingly.

**ARTICLE II
MEMBERS**

2.1 General. The term "Member" or "Members" means only the undersigned and any Persons subsequently admitted as Members. The term "Person" includes individuals and entities. A Member ceases to be a Member upon the Assignment (which term is subsequently defined in this Agreement) of such Person's entire interest in the Company.

2.2 Member List. The Company shall maintain at its principal office a current list (the "Member List") showing the name, address, percentage interest in profits and losses ("Percentage Interest"), and required capital contribution of each Member. The Company shall also maintain a list of the names and addresses of the Managers.

2.3 Admission of Member. A Person acquiring an interest in the Company from the Company may be admitted as a Member only if all Members consent and such Person executes this Agreement, as it then exists, and makes any required capital contribution.

2.4 Resignation of Members. Each Member agrees not to resign or withdraw from the Company except in connection with an Assignment of the Member's entire interest in the Company in a manner permitted by this Agreement.

2.5 Consent or Approval of Members. Whenever the consent or approval of any percentage in interest of the Members is required to take any action concerning the Company, the consent or approval of the Members shall be based on each Member's Percentage Interest as of the date of such consent or approval. Each Member shall be given at least five (5) days' notice of the requested consent or approval.

ARTICLE III MANAGEMENT OF THE COMPANY; POWERS AND DUTIES OF THE MANAGERS

3.1 Management. The business and affairs of the Company shall be managed by its designated Manager or Managers. The Company shall be a manager-managed company within the meaning of the Act. Each Manager has equal rights in the management and conduct of the Company's business. Any matters relating to the business of the Company may be exclusively decided by the Managers. If there is more than one Manager, and the Managers cannot agree unanimously on a decision, the decision shall be made by a majority in interest of the Members. The Managers of the Company are Jonathan T. Nellson and Robert L. Nellson.

3.2 Number, Tenure and Qualification. The number of Managers of the Company shall be two. The number of Managers of the Company may be changed only by a majority in interest of the Members, but in no instance shall there be less than one Manager. Each Manager shall hold office until its successor shall have been elected and qualified. Managers need not be residents of the State of Florida. Managers shall be elected by a majority in interest of the Members.

3.3 Managers Have No Exclusive Duty to Company. A Manager shall not be required to manage the Company as the Manager's sole and exclusive function and he, she or it may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom.

3.4 Removal. A Manager may be removed at any time with or without cause by a majority in interest of the Members. Upon removal of any Manager, a majority in interest of the Members may elect a successor or successors to such Manager.

3.5 Salaries. The salaries and other compensation of the Managers shall be fixed from time to time by a majority in interest of the Members, and no Manager shall be prevented from receiving such salary by reason of the fact that the Manager is also a Member of the Company.

3.6 Officers. The Company's officers shall consist of a President, a Secretary and a Chief Financial Officer, and may include one (1) or more Vice Presidents and one (1) or more assistant Secretaries.

The initial officers are as set forth below. The Managers shall elect all successors to the initial officers upon the approval of a majority of Managers. Each officer so elected shall hold office until such officer's successor has been elected and qualified or until such officer's earlier resignation, removal from office or death. The Managers may remove any person from any office of the Company for any reason or for no reason, in their sole discretion, at any time upon the approval of a majority of Managers. The Managers from time to time may elect or appoint other officers and assistant officers who shall have the rights, powers, privileges, authority, duties, liabilities and obligations expressly granted to such officer(s) by the Managers. One (1) person simultaneously may hold any two (2) or more offices. The initial officers are as follows: the President of the Company is Jonathan T. Nellson and the Secretary and Chief Financial Officer is Robert L. Nellson.

The following officers of the Company shall have the following duties, liabilities and obligations:

(a) **President.** The President shall (i) have all of the rights, powers, privileges, authority, duties, liabilities and obligations of the Company's chief executive officer, (ii) have general and active management of the Company's business and affairs, subject to the directions of the Managers, and (iii) shall preside at all meetings of the Member and the Managers.

(b) **Secretary.** The Secretary shall (i) attend all meetings of the Member and the Managers, (ii) record all proceedings of such meetings in the Company's minute book, (iii) authenticate the Company's records, (iv) have custody of and maintain all of the Company's corporate records (other than the financial records), and (v) have such other rights, powers, privileges, authority, duties, liabilities and obligations as may, from time to time, be prescribed by the Managers or the President.

(c) **Chief Financial Officer.** The Chief Financial Officer shall (i) have custody of and be responsible for all of the Company's funds and securities, (ii) keep full and accurate accounts of receipts and disbursements, (iii) receive and give receipts for monies due and payable to the Company, and deposit monies in the Company's name in the depositaries designated by the Board, and (iv) have such other rights, powers, privileges, authority, duties, liabilities and obligations as may, from time to time, be prescribed by the Managers or the President.

ARTICLE IV INDEMNIFICATION

4.1 Indemnification. The Managers and Members shall be indemnified by the Company to the maximum extent permitted under the Act.

ARTICLE V CAPITAL

5.1 Capital Accounts. The Company shall maintain a capital account ("Capital Account") for each Member. The capital of the Company shall equal the total value of all such Capital Accounts. The value of each Capital Account shall be increased by (a) the sum of the cash contributions to the account, the agreed upon fair market value of contributions of property to the account, and the share of the profits of the Company allocated to the account, and shall be decreased by (b) all distributions made to the owner of the account and the share of the net losses of the

Company allocated to the account. The agreed upon value assigned to an account for contributions of property or services rendered or to be rendered, shall be approved by two-thirds (2/3) in interest of the Members. Capital Accounts shall be maintained in accordance with the applicable provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated under it, including without limitation Treasury Regulation Section 1.704-1(b), (collectively the "Internal Revenue Code") and shall not bear interest.

5.2 Capital Contributions. The Members shall make or succeed to capital contributions in the amounts and at the times set forth on the Member List.

5.3 Additional Contributions or Loans. Except as otherwise provided in this Agreement, no Member shall be required to contribute or lend money or property to the Company.

5.4 Return of Capital. No Member shall be entitled to require the return of all or any part of such Person's Capital Account.

5.5 Loans Not Capital Contributions. A loan to the Company shall not be considered a capital contribution.

ARTICLE VI DISTRIBUTIONS AND ALLOCATIONS

6.1 Distributions of Cash. Cash which a majority in interest of the Members determines is not necessary for the operations or reserves of the Company shall be distributed to the Members annually or more frequently in accordance with their Percentage Interests.

6.2 Profits and Losses. The profits and losses of the Company shall be allocated to the Members annually or more frequently in accordance with their Percentage Interests, except as otherwise provided in this Article.

6.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the assets shall be distributed:

- (a) first, to satisfy debts and obligations of the Company;
- (b) second, to set up any reserves deemed appropriate by a majority in interest of the Members; and
- (c) third, among the Members in proportion to the amounts in their Capital Accounts.

6.4 Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit (defined below) of such Member as quickly as possible, provided that an allocation pursuant to this Section 6.4 shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other

allocations provided for in this Article have been tentatively made as if this Section 6.4 were not in this Agreement. The provisions of this Section 6.4 are intended to constitute a "qualified income offset" as that term is defined in Treasury Regulations Section 1.704-1(b)(2)(ii)(d), and shall be construed consistently with any administrative or judicial interpretations of such term.

6.5 Adjusted Capital Account Deficit. "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement, or deemed to be obligated to restore pursuant to the next to the last sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), and

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

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with, and shall be interpreted consistently with, Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

6.6 Negative Capital Account. In the event any Member's Capital Account has a deficit balance (after giving effect to all contributions, distributions and allocations for all taxable years, including the year in which the liquidation of the Company takes place), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or any other Person for any purpose whatsoever.

ARTICLE VII TAX MATTERS

7.1 Tax Allocations. Except as required by the Internal Revenue Code, the Company shall allocate its tax items in the same manner as its book items.

7.2 Tax Matters. The tax year of the Company shall be the calendar year. A majority in interest of the Members may make, refrain from making, or revoke all tax elections under the Internal Revenue Code. A majority in interest of the Members shall designate a "Tax Matters Member" as defined in the Internal Revenue Code.

ARTICLE VIII ASSIGNEES AND ASSIGNMENTS

8.1 General. The term "Assignee" means the owner, other than a Member, of any interest in the Company. An Assignee may become a Member only by (a) obtaining the consent of all the remaining Members, (b) executing this Agreement as it then exists, and (c) making any required capital contribution. The term "Assignment" means any sale, gift, pledge, encumbrance, transfer at death, or other transfer, whether voluntary or involuntary, of any interest in the Company. The term "Assignor" means any Person who makes an assignment of an interest in the Company.

8.2 Permitted Assignments. Any assignment requires the approval of all Members.

8.3 Rights of an Assignee.

(a) The Assignee succeeds, to the extent assigned, to the Capital Account and Percentage Interest of the Assignor by reason of an Assignment of an interest in the Company. An Assignment does not entitle the Assignee to participate in the management and affairs of the Company or to become a Member.

(b) Except as otherwise provided in this Agreement, an Assignee shall be bound by all of the provisions of this Agreement to the same extent that Members are bound.

(c) The Member List shall reflect the same information with regard to Assignees as it does with regard to Members.

ARTICLE IX DISSOLUTION

9.1 Events of Dissolution. The Company shall be dissolved upon the written consent of all of the Members, or as mandated by the Act.

9.2 Winding Up and Termination. The business of the Company shall be wound up following its dissolution. Upon completion of the winding up, the Company shall terminate.

ARTICLE X ADMINISTRATIVE PROVISIONS

10.1 Offices. The principal office, registered office, and registered agent shall be as set forth in the Articles of Organization. A majority in interest of the Members may change the principal office, the registered office, or the registered agent.

10.2 Books and Records. The Company shall keep full and accurate books of account and records at the principal office of the Company. Upon reasonable notice, each Member, or the Member's designated representative, shall have access to such books and records during reasonable business hours and may inspect and make copies of them at the Member's expense.

10.3 Notices. All notices required hereunder shall be given in writing and shall be delivered by hand, by telefax, by commercial courier or by registered or certified mail, return receipt requested, postage prepaid, to the party to receive the same at such party's address as then shown on the Member List. All such notices shall be deemed effective (a) when received, if delivered personally and (b) on the business day delivered (or the next business day following delivery, if not delivered on a business day) if sent by telefax, commercial carrier or mail.

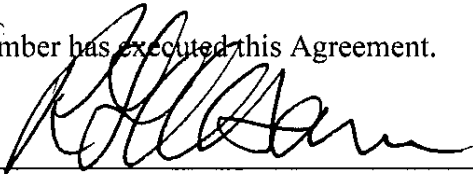
ARTICLE XI MISCELLANEOUS

11.1 Amendment. This Agreement may be amended only by the unanimous written consent of the Members.

11.2 Governing Law. This Agreement shall be governed by the laws of the State of Florida, without giving effect to its choice of laws rules.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Member has executed this Agreement.

A handwritten signature in black ink, appearing to read 'Robert L. Nellson', written over a horizontal line.

Robert L. Nellson

EXHIBIT "A"

MEMBER LIST

OF

PROXEE LLC

	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Robert L. Nellson	\$2,500.00	100%

EXHIBIT "B"
LIST OF MANAGERS
OF
PROXEE LLC

Jonathan T. Nellson
Robert L. Nellson

**ASSIGNMENT OF MEMBER'S INTEREST
PROXEE LLC**

Jonathan T. Nellson (the "Assignor") grants, assigns, transfers and conveys to Robert L. Nellson (the "Assignee") all of the Assignor's right, title and interest in Assignor's percentage interest in Proxee LLC, a Florida limited liability company (the "Company"), which equals one hundred percent (100%) (the "Transferred Interests"), together with all of his right, title and interest in his capital account in the Company attributable to the Transferred Interests, his right to allocations and distributions with respect to the Transferred Interests, and all other right, title and interest he may have in the Transferred Interests.

The Assignor and the Assignee intend that the Assignee be substituted and admitted as a member in the Company with respect to the Transferred Interests. Assignor hereby consents to this Assignment and admits the Assignee to the Company as a member with respect to the Transferred Interests. The Assignor acknowledges notice and receipt of this Assignment and agrees that the Assignment is in form and substance satisfactory to him. The Assignee hereby agrees to be bound by all the terms and conditions of the Operating Agreement of the Company.


This Assignment and each term and provision contained herein are binding on the Assignor and his heirs, successors and assigns and on the Assignee and his heirs, successors and assigns. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

Effective as of the 1st day of April, 2010.

ASSIGNOR:


Jonathan T. Nellson

ASSIGNEE:


Robert L. Nellson