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SECRETARY OF STATE

THE MASCIA LAW FIRM

A PROFESSIONAL LIMITED LIABILITY COMPANY

605 EAST ROBINSON STREET, SUITE 750 ORLANDO, FLORIDA 32801

Offices - Orlando

TELEPHONE (321) 281-3488
TOLL FREE (888) 876-9991
FAX (321) 256-5910

TRANSMITTAL MEMORANDUM

TO:

Dept. of State

Division of Corporations

Corporate Filings P.O. Box 6327

Tallahassee, FL 32314

REGARDING:

JEFF AMES CONSULTING, LLC

DATE:

November 18, 2011

Regarding the filing requirements for a new Florida LLC, please find enclosed the following documents:

- 1. A check in the amount of \$125.00 for the filing fee of a new Florida LLC
- 2. The Articles of Organization of James Ames Consulting, LLC

If you need anything further, please let us know. Thank you.

Sidney Vihlen III, Esq. THE MASCIA LAW FIRM

FILED

ARTICLES OF ORGANIZATION

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OF

SECRETARY OF STATE

JEFF AMES CONSULTING, LLC

The undersigned hereby certifies that these Articles of Organization have been prepared and are being filed for the purpose of establishing a limited liability company under the laws of the State of Florida, and to provide for the formation, rights, privileges and immunities of limited liability companies for profit. The undersigned further declares that the following Articles shall serve as the Charter and authority for the conduct of the business of the limited liability company.

ARTICLE I Name and Principal Place of Business

The name of the limited liability company shall be JEFF AMES CONSULTING, LLC, and its principal office (street and mailing addresses) shall be located at 2060 Emperor Drive, Kissimmee, Florida 34744, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

ARTICLE II Purposes and Powers

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and for which the limited liability company is authorized to transact, shall be as follows:

- 1) to begin and continue the operation of any business venture or ventures which the limited liability company deems to be appropriate or desirable;
- 2) to purchase or otherwise acquire, undertake, carry on, improve or develop, all or any of the business, good will, rights, assets and liabilities of any person, firm, association or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, and to hold, utilize, and in any manner dispose of, the rights and property so acquired;
- 3) to enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or with any domestic or foreign state, government or governmental authority, or with any political or administrative subdivision, or department, and to perform and carry out, assign, cancel or rescind any of such contracts;
- 4) to exercise all or any of the limited liability company powers and to carry out all or any of the purposes enumerated in this Agreement, or otherwise granted or permitted by law, while acting as agent, nominee or attorney-in-fact for any persons or corporations, and to perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual or other entity and, in this capacity or under this

arrangement, develop, improve, stabilize, strengthen or extend the property and commercial interest of the property of the entity and to aid, assist or participate in any lawful enterprise in connection with or incidental to the agency, representation or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit; and

5) to do everything necessary, proper, advisable or convenient for the accomplishment of any of the purposes, or the attainment of any of the objectives, or the furtherance of any of the powers set forth in this Agreement, either alone or in association with others, incidental or pertaining to, or growing out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida or any other jurisdiction within which the Company conducts business.

Nothing contained in this Agreement shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit, the Company to carry on any business, exercise any power, or do any act which a limited liability company may not lawfully carry on, exercise or do under Florida law or under the law of any other jurisdiction within which the Company conducts business.

ARTICLE III Exercise of Powers

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the manager of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a vote of the majority-in-interest of the members of the limited liability company.

ARTICLE IV Membership Restrictions

Members shall have the right to admit new members by a vote of the majority-ininterest of the members of the limited liability company. Contributions required by new members shall be determined as of the time of admission to the limited liability company the majority-ininterest of the members of the limited liability company.

A Member's interest in the limited liability company may not be sold or otherwise transferred except with the written approval of the majority-in-interest of the members of the limited liability company.

Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on the unanimous consent of the remaining members.

ARTICLE V Manager

The initial manager of the limited liability company and the initial manager's address are Jeffrey A. Ames, 2060 Emperor Drive, Kissimmee, Florida 34744.

ARTICLE VI Capital Contributions

The initial capital contributions of the members shall be as determined by a majority-in-interest of the members and shall be paid to the limited liability company by, or on behalf of, each member. Additional contributions shall be made as determined by a vote of the majority-in-interest of the members.

ARTICLE VII Profits and Losses

Each member shall be entitled to a distributive share of the profits and losses of the business of the limited liability company in proportion to their membership interest. The distribution of profits or losses, as the case may be, shall be determined and paid as determined by a vote of the majority-in-interest of the members.

ARTICLE VIII Duration

This limited liability company shall exist in perpetuity unless dissolved in a manner provided by law.

ARTICLE IX Initial Registered Office and Registered Agent

The address of the initial registered office of the limited liability company shall be located at 1990 Neptune Road, Kissimmee, Florida 34744 and the name of the company's initial registered agent at that address shall be Faith Baptist Church of Kissimmee, Inc.

The undersigned, being the initial manger of the limited liability company, certifies that this instrument constitutes the Articles of Organization of JEFF AMES CONSULTING, LLC and that the undersigned executed these Articles for the purposes stated therein on the <u>feft</u> day of <u>November</u>, 2011.

Jeffrey A. Arnes, Manage

REGISTERED AGENT'S CERTIFICATE OF ACCEPTANCE

Having been named as registered agent and to accept service of process for the above-stated limited liability company at the place designated in the Articles of Organization, we hereby accept the appointment as registered agent and agree to act in this capacity. We further agree to comply with the provisions of all statutes relating to the proper and complete performance of the prescribed duties, and am familiar with and accept the obligations of the position as registered agent as provided for in Chapter 608, F.S.

Faith Baptist Church of Kissimmee, Inc.,

Registered-Agent

SECRETARY OF STATE

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