

LO2000005178

(Requestor's Name)

(Address)

John Cummins

(Address)

727-244-2511

(City/State/Zip/Phone #)

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(Business Entity Name)

Brian *850-284-8809*

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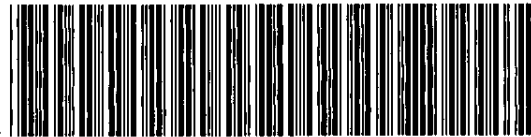
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EFFECTIVE DATE

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

12 JAN 12 PM 1:21

RECEIVED

12 JAN 12 PM 1:41

SECRETARY OF STATE
DIVISION OF CORPORATIONS

B Tadlock JAN 12 2012

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

CONSUMERS SALES SOLUTIONS, LLC
(A Florida Limited Liability Company)

EFFECTIVE DATE 1/12/12

FIRST: The amendment shall be effective on January 12, 2012.

SECOND: The following amendment(s) to the articles of organization were adopted by the limited liability company:

The name of the limited liability company is being amended to read:

CONSUMER SALES SOLUTIONS, LLC

Articles IV through Article XVI are amended

SEE ATTACHED

Date: 10 JAN 2012



Signature of Board Member

ROBERT F MACCHIONE

Secretary, Board Member

12 JAN 12 PM 1:41
SECRETARY OF STATE
DIVISION OF CORPORATIONS



Article IV
Capital Contributions

The Members agree for themselves and their successors, assigns and heirs, that their participation is considered a long-term investment, and that any return of capital prior to the termination and winding up of the Company is in the sole discretion of the Members acting as the Board. The initial issuance of units of ownership is authorized in the Articles of Organization of this Company. Ownership units issued for year 2012 are as follows.

<u>Member</u>	<u>Member's Manager Representative</u>	<u>Ownership</u>
The Corner Office, LLC	Tom Cummins	80%
James Bridgeforth		10%
Robert Macchione		10%

Article V
Additional Capital Contributions

The Members may, but are not required, to contribute any additional capital deemed necessary by the Board for the operation of the Company, provided, however, that in the event that any Member deems it advisable to refuse or fails to contribute their proportionate share of any or all of the additional capital requested by the Board then other Members or any one of them may contribute the additional capital not paid in by such refusing Member, and shall receive therefore an increase in the proportionate share of the ownership or interest in the entire Company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing Member shall be available in the same portion order as the right to share in distributions of the remaining Members.

Article VI
Meetings of Members

The annual meeting of the Members shall be held at the principal place of business of the Company or at a location designated by the Board, on the 2nd Thursday of each year, commencing in the year 2012. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. Special meetings of the Members, for any purpose or purposes described in the meeting notice, may be called by any Member. Unless waived, as herein provided and allowed, written or printed notice stating the place, day, and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Member not less than ten days nor more than sixty days before the date of the meeting. Members may participate in meetings by telephone. Any action, which may be taken at a meeting of Members, may be taken without a meeting by written action signed by all the Members.

Article VII
Distributions and Allocations

Members may act as employees and receive a salary or other compensation for services. Each of the Members shall have an interest in the capital of the Company and according to the formula agreed upon by the Members in Article IV. The undersigned Members agree to share in all profits and surplus of the company as set forth in the "profit agreement" as set forth in Article VIII. Prior to dissolution, and at least annually, as income has been received by the Company accounts determined and tax returns filed, the Board Members shall determine funds available for distribution.

Article VIII
Profit Agreement

The selling of the company and the distribution of profits and losses shall be shared according to terms of the Profit Agreement incorporated by reference and attached hereto as Attachment 1.

Article IX
Management

Control and management of the business of the Company is vested in the Members acting as the Board of Members, each voting according to the number of shares held.

[Handwritten signature]

Article X

Admission of New Members

New Members who take their interest directly from the Company may be admitted by a majority in interest of the Members. For purposes of determining a majority in interest, a Member's interest will be his interest in profits and losses as set forth in Articles IV and V, and a majority will mean fifty-one percent (51%) or more. New Owners who take their interest assignment from current members may thereafter be admitted to membership by a majority in interest of the remaining Members.

Article XI

Restrictions

No Member, without a written Resolution of the Board, shall endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involving in the Company. No Member shall on behalf of the Company borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company. No Member shall mortgage, grant a security interest in the assets or property of the Company, or do any act detrimental to the best interests of the Company, or which would make it impossible to carry on the ordinary purpose of the Company. Each Member shall be reimbursed by the Company for all expenses incurred on behalf of the Company and shall be paid a fee for attendance at meetings of the Members.

Article XII

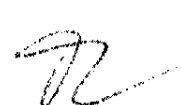
Banking

All funds of the Company shall be deposited in its name in such bank account or accounts as shall be designed by the Board of Members. All withdrawals therefrom are to be made upon the authority of such person or persons as may be authorized by the Board of Members from time to time.

Article XIII

Books

The Company books shall be maintained at the offices of Consumer Sales Solutions, LLC and each Member shall have access thereto. The fiscal year of the Company shall be the calendar year, and the books shall be closed and balanced at the end of each fiscal year. The Company will furnish annual financial statements to the Members, and prepare tax returns in a timely manner, furnishing copies to all Members at least ten (10) days before they are filed by the Company.



Article XIV

Voluntary Termination

The Company may be dissolved at any time by Resolution passed by a majority interest at a meeting of its Members, in which event the Members shall proceed with reasonable promptness to liquidate the Company. The assets of the Company shall be distributed in the following order:

- A. To pay or provide for payment of all Company liabilities to creditors other than Members, and liquidating expenses and obligations;
- B. To pay debts owing to Members other than for capital and profits;
- C. To pay the remaining funds to the Members in proportion to their share of ownership.

Article XV

Buy-Sell Agreement

The members have executed Buy-Sell Agreement, thus restricting the transfer of ownership interest as set forth by such Buy-Sell Agreement. The Buy-Sell Agreement is incorporated by reference and attached hereto as Attachment 2.

Article XVI

Liquidation of An Owner

In the event that any LLC member is liquidated or terminated by operation of law, or in the event the manager representative named in Article IV of this operating agreement transfers his/her interest in the LLC member by sale, gift or bequest, such transfers will be treated as assignments of interest. Successor interests holders shall be entitled to succeed to the economic share and interest of the owner named in Article IV but shall hold their interests as assignees and not "members". They shall have no voice in the management of the Company.

The Company may, upon a majority in interest consent of the remaining members, as soon as practicable, provide a document in which the successors in interests personally affirm and accept all terms, conditions and provisions of this Operating Agreement and bind themselves to the same in writing.

