

W03 000048672

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H05000100862 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)205-0383

From: Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850)521-1000
Fax Number : (850)558-1575

RECEIVED
DIVISION OF CORPORATIONS
APR 22 2005 4:22 PM

LIMITED LIABILITY AMENDMENT

ACN-LOGISTICS, LLC

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$55.00

RECEIVED
DIVISION OF CORPORATIONS
APR 22 2005 4:22 PM

Electronic Filing Menu

Corporate Filing

Public Access Help

W03-48672
RL

H05000100862 3

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF


ACM-Logistics, LLC
(Present Name)
(A Florida Limited Liability Company)

FIRST: The Articles of Organization were filed on December 1, 2003 and assigned document number L03000048672.

SECOND: The following amendment(s) to the Articles of Organization was/were adopted by the limited liability company:

SEE ATTACHMENT A HERETO.

Dated April 22, 2005



Signature of a member or authorized representative of a member
Michael Murphy, Manager

Typed or printed name of signer

REC. FILED
APR 22 2005
TALLAHASSEE, FLORIDA

Filing Fee: \$25.00

H05000100862 3

#05000100862 3

ATTACHMENT A
TO
ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION OF
ACN-LOGISTICS, LLC

RESOLVED, that the Articles of Organization are hereby amended by inserting following Article IV after Article III:

"ARTICLE IV

4.1 Purpose. The sole purpose of this limited liability company (the "Company") shall be to engage in the following business (the "Business"): to possess and own the truck/trailers currently owned or any other truck/trailers as may be approved by the Company's members from time to time and any current lender (the "Lender") to the Company (collectively, the "Trailers"); and to do and perform all actions ancillary to owning, but not operating, such Trailers, including, without limitation, to hold, maintain, finance and/or dispose of the Trailers or the Company's ownership interest therein. The Company, subject to the last sentence hereof, shall not:

- (a) Engage in any business or activity other than the Business and activities incidental thereto;
- (b) Acquire or own any material assets other than (i) the Trailers, and (ii) such incidental personal property as may be necessary to carry out the Business;
- (c) Merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its form of organization from a limited liability company;
- (d) Commingle its assets with the assets of any of its members, affiliates, or principals, or of any person or entity;
- (e) Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than indebtedness owing to the Lender (the "Indebtedness");
- (f) Fail to maintain its records and books of account separate and apart from those of the members, principals, partners and affiliates of the Company, the affiliates of members or principals of the Company, and any other person or entity;
- (g) Seek the dissolution or winding up, in whole or in part, of the Company;

FILED
APR 22 2005
FBI - TAMPA

#05000100862 3

W05000100862 3

- (h) Guarantee or become obligated for the debts of any other entity or person or hold itself out to be responsible for the debts of another entity or person;
- (i) File or consent to the filing (whether voluntary or involuntary) of any petition that reflects the Company as debtor under any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors; or
- (j) Pledge its assets for the benefit of any other person or entity, other than with respect to the Indebtedness.

The Company may engage in any of the activities set forth in clauses (a) – (j) hereof if it receives the prior written consent of the Lender.”

4.2 No Additional Members. The Company may not issue additional membership interests in the Company, or admit any other person as an additional member, without the prior written consent of the existing member of the Company and, while there is any outstanding Indebtedness, the written consent of the Lender, which consent may be withheld for any reason or no reason. No new member shall be entitled to any retroactive allocation of profits or losses of, or distributions from, the Company. If so elected by the Lender in its sole discretion, Lender shall become a member of the Company solely upon the act of, seizure of, taking possession of or foreclosure upon the membership interests in the Company pursuant to the terms of the agreements between the Company and Lender, without the requirement of any further approval or the need to execute any further instrument or counterpart to the Company’s operating agreement.

4.3 Units Deemed to be Securities. These membership interests in the Company shall be deemed governed by Article 8 of the Uniform Commercial Code. All membership interests in the Company shall be represented by certificates.

4.4 Withdrawal. No member of the Company shall be entitled to (a) voluntarily withdraw from the Company, (b) withdraw any part of its capital contribution from the Company, (c) demand return of its capital contribution, or (d) receive property other than cash in return for its capital contribution, without the prior written approval of all the members of the Company and the Lender, which approval may be withheld for any reason or for no reason.

4.5 Dissolution. Except as otherwise required by the Florida Limited Liability Company Act, in the event that the Company would otherwise be dissolved and its affairs would otherwise be wound up upon the occurrence of an event that terminates the continued membership of the Company’s sole existing member, including without limitation upon such member’s dissolution or liquidation, the Lender shall constitute the legal representative of such member and may agree in writing to continue the Company and agree to the admission of the Lender or its nominee or designee to the Company as a member, effective as of the occurrence of the event that terminated the continued membership of the sole existing member. Except as otherwise required by the Florida Limited Liability Company Act, no member shall have the right to elect to dissolve the Company or to apply to any court of applicable jurisdiction for

H05000100862 3

H05000100862 3

dissolution.

APR 22 2005 11:02 AM
SECURITY DIVISION
ATLANTA, GEORGIA

H05000100862 3