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CLERK OF SUPERIOR COURT
JANESVILLE, WISCONSIN

AUG 12 2014
D. BRUCE

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Rams Real Estate Holdings 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:

Amal Soni

Name of Person

Rams Real Estate Holdings LLC

Firm/Company

13500 Beach Blvd Suite 12

Address

Jacksonville, FL 32224

City/State and Zip Code

amalsoni@gmail.com

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

For further information concerning this matter, please call:

Amal Soni

Name of Person

at 904

Area Code

327-6336

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

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2014 AUG 11 AM 10:18
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
STATE OF FLORIDA

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

Rams Real Estate Holdings 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 03/15/2011 and assigned
Florida document number L11000031665.

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)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

**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:

New Registered Office Address:

Enter Florida street address

City, Florida 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 605, 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

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CLERK OF STATE
TALLAHASSEE, FLORIDA

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

MGR = Manager
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
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		_____	<input type="checkbox"/> Remove

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		_____	<input type="checkbox"/> Remove

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 CLERK OF SUPERIOR COURT
 CLATSOP COUNTY, OREGON

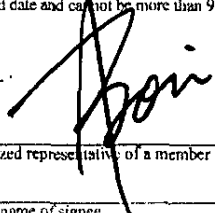
D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Attached are amended articles of organization
and an organizational agreement

E. Effective date, if other than the date of filing: _____ (optional)

(The effective date must be specific, cannot be prior to date of receipt or filed date and cannot be more than 90 days after the date this document is filed by the Florida Department of State)

Dated May 26 , 2014



Signature of a member or authorized representative of a member

Amal Soni

Typed or printed name of signee

Page 3 of 3

Filing Fee: \$25.00

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2014 AUG 11 AM 10:18
CLERK OF THE STATE
TREASURER OF FLORIDA

**LIMITED LIABILITY COMPANY REGULATIONS
OF
RAMS REAL ESTATE HOLDINGS, LLC
A Florida Limited Liability Company**

This Operating Agreement (the "Agreement") is made and entered into and effective as of the 22nd day of February, 2011, by and among Amal Soni AND Manoj Nathwani, as initial members of a Limited Liability Company pursuant to Florida Statute 605.

RECITALS

The Members have formed a limited liability company named RAMS REAL ESTATE HOLDINGS LLC., an L.L.C. under the laws of the State of Florida (hereinafter referred to as the "LLC").

The articles of organization were filed on February 23, 2011 with the Secretary of State of the State of Florida (hereinafter referred to as "Articles of Organization").

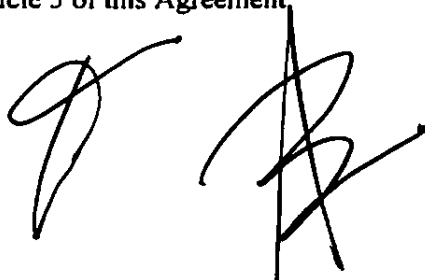
In consideration of the covenants and the promises made herein, the parties hereby agree as follows:

ARTICLE 1: DEFINITIONS

- 1.1 "Agreement" means this Limited Liability Company Operating Agreement, as amended.
- 1.2 "Articles of Organization" means the articles of organization that were filed on February 23, 2011 with the secretary of state of the state of Florida for the purpose of forming this LLC.
- 1.3 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.4 "Capital Account" means the amount of a Member's Capital Contribution, as adjusted, including but not limited to increases due to profits or additional contributions and decreases due to losses and distributions.
- 1.5 "Capital Contribution" means any contribution of value, including but not limited to cash, property, assets, etc., by a Member to the capital of the LLC.
- 1.6 "Financial Interest" means a Member's right to share in the profits, losses, incomes, expenses, or other monetary items and to receive distributions and allocations from the LLC as set forth in Article 5 of this Agreement.

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- 1.7 "LLC Interest" or "Interest" means an ownership interest in the LLC, which includes the Financial Interest, the right to vote, the right to participate in management, and the right to obtain information concerning the LLC and any other rights granted to a Member under the Articles of Organization or this Agreement.
- 1.8 "Manager" or "Managers" means the person(s) elected, appointed, or otherwise designated in accordance with this Agreement to manage and operate the LLC.
- 1.9 "Member" or "Members" means any person, persons, or entity who owns any interest in this LLC.
- 1.10 "Property" means any and all assets, in whole or in part, of the LLC, both tangible and intangible.
- 1.11 "Statute" means the Florida Limited Liability Company Act, as amended.

ARTICLE 2: FORMATION

- 2.1 Formation of the LLC. The Members have formed the LLC pursuant to the laws of the State of Florida by filing the Articles of Organization with the secretary of state.
- 2.2 Name. The name of the LLC is "Rams Real Estate Holdings, L.L.C." The Members shall operate the business of the LLC under such name or use such other names as the Members deem necessary provided that such names do not violate the statute.
- 2.3 Principal Office. The LLC's principal place of business will be located at 13500- 12 Beach Blvd. Jacksonville, FL 32224 or any other location mutually agreed upon by the Members.
- 2.4 The LLC will continue to exist until terminated or dissolved in accordance with its Articles of Organization or this Agreement.
- 2.5 Business Purpose. The purpose of the LLC is to engage in any lawful activities for which a LLC may be organized under the Statute.
- 2.6 Registered Agent. The LLC's registered agent will be Amal Soni or any other person or entity with an office in the state of organization as determined by the Members.

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- 2.7 Registered Office. The LLC's registered office will be the office of the registered agent located at 13500- 12 Beach Blvd. Jacksonville, FL 32224 or any other location within the state of organization as determined by the Members.

ARTICLE 3: MEMBERSHIP

- 3.1 Initial Members. The initial Members of the LLC are: Amal Soni and Manoj Nathwani.
- 3.2 Additional Members. Additional persons or entities may be admitted to the LLC as Members, and LLC Interests may be issued to those additional Members, only upon the unanimous consent of current Members and on such terms and conditions as determined by the Members and in accordance with the Articles of Organization and this Agreement. All new Members must sign a copy of this Agreement and agree to be bound by the terms of this Agreement.
- 3.3 Liability to Third Parties. No Member shall be liable for the debts, obligations or liabilities of the LLC to a third party unless the Member agrees in writing to be liable.
- 3.4 Authority. No Member has the authority or power to act for or on behalf of, to bind, or to incur any liability on behalf of the LLC except as provided in this Agreement.
- 3.5 Compensation. No Member shall receive compensation for services rendered to the LLC except as expressly permitted by this Agreement or any other written agreement. However, the LLC shall reimburse Members for any expense paid by them that is properly an expense of the LLC.

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ARTICLE 4: CAPITAL ACCOUNTS

- 4.1 Initial Contributions. The initial Members shall contribute to the LLC the following Capital Contributions and shall receive the following LLC Interest:

<u>Name</u>	<u>LLC Interest</u>
Manoj Nathwani	50%
Amal Soni	50%



- 4.2 Additional Contributions. Except as specifically set forth in this Agreement, no Member shall be required to make any additional Capital Contributions.
- 4.3 Capital Accounts. A Capital Account (hereinafter referred to as "Capital Account") shall be established and maintained for each Member. Each Member's Capital Account will be accounted for separately and will be maintained in accordance with generally accepted accounting principles. However, a Member who has more than one LLC Interest shall have only one Capital Account that reflects all of that Member's LLC Interests. If a Member validly transfers his or her LLC Interest, the Capital Account of the transferring Member shall carry over to the transferee Member in accordance with the Code.
- 4.5 Adjustments to Capital Accounts. Each Member's Capital Account shall be adjusted as follows:
- (a) Increases. Each Member's Capital Account shall be increased by:
 - (1) Capital contributions of cash and/or property at its agreed upon fair market value;
 - (2) All items of LLC income and gain (including income and gain exempt from tax).
 - (b) Decreases. Each Member's Capital Account shall be decreased by:
 - (1) Distributions of cash and/or property at its agreed upon fair market value;
 - (2) All items of LLC deduction and loss (including deductions and loss exempt from tax).
- 4.6 Advances by Members. Members may, at any time, advance moneys to the LLC. An advance is a loan from the Member to the LLC and shall bear interest at 5% per annum. An advance is not a Capital Contribution.
- 4.7 Return of Capital. No Member shall have the right to withdraw or obtain a return of his or her capital contribution except as otherwise provided in this Agreement.



ARTICLE 5: ALLOCATION OF PROFITS AND LOSSES AND DISTRIBUTIONS

- 5.1 **Determination of Profits and Losses.** Profits and losses shall mean net income and net loss as determined by the books and records of the LLC, which shall be kept in accordance with generally accepted accounting principals, and the Code.
- 5.2 **Allocations.** Except as provided in the Code, all items of income, revenues, deductions, gain, and loss shall be allocated pro-rata in accordance with a Member's LLC Interest.
- 5.3 **Distributions.** Distribution of LLC assets and property shall be made at such times and in such amounts as Members determine subject to any restrictions in this Agreement. Distributions shall be made among Members in proportion to their LLC Interests.

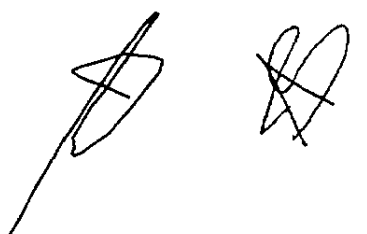
ARTICLE 6: MEETINGS

- 6.1 **Place of Meeting.** Meetings of Members shall be held at any place within the United States designated by the Members and stated in the notice of the meeting. If no place is so specified, Members' meetings shall be held at the LLC's principal office.
- 6.2 **Special Meetings.** A special meeting of the Members may be called at any time by the Manager or by one or more Members holding Interests, which, in the aggregate, constitute not less than fifty percent (50%) of the LLC Interests. Members shall be given reasonable notice of all meetings.
- 6.3 **Voting.** Each Member shall have a number of votes equal to the percentage LLC Interest held by such Member. However, if a Member is not entitled to vote on a specific matter, then such Member's number of votes and LLC Interest shall not be considered
- 6.4 **Action by Written Consent without a Meeting.** Any action which may be taken at any meeting of Members may be taken without a meeting and without prior notice, if consent in writing, setting forth the action so taken, are signed by Members holding LLC Interests representing the aggregate number of votes equal to or greater than the minimum number of votes that would be necessary to authorize or take such action. All such consents shall be filed with the LLC's books and records.



ARTICLE 7 - MANAGEMENT BY A MANAGER

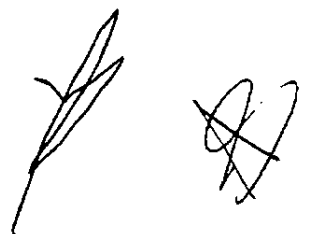
- 7.1 Management by a Manager: The company will be managed by a manager. The Members hereby delegate the conduct of the LLC's day-to-day business to the Manager, who shall have the authority to take all actions deemed necessary or desirable by it in the daily operations of the LLC, except as otherwise provided herein. Amal Soni and Manoj Nathwani shall be and hereby are appointed as the Managers of the LLC. Such appointment as the Manager shall be for as long as all the Members so agree.
- 7.2 Decisions Requiring Approval of the Members: Notwithstanding the provisions of Section 7.1, the Manager shall not have the discretion, authority, or power to make the decisions or take the following actions, except upon Approval of a majority of the Membership interest in each instance:
- a. The acquisition of any financing, including the approval of the amount of the financing, the security for such financing and all other terms of the financing, and the direct or indirect borrowing of money by the LLC, whether secured or unsecured, the refinancing, extending, or modifying in any material manner or any loan or delivering any guarantee of any loan or other obligation;
 - b. The acquisition of any material asset;
 - c. The assignment, transfer, pledge compromise, or release of any debts due to the LLC, except upon payment in full.
 - d. The approval of any contract or other arrangement with a Member or an affiliate of a Member;
 - e. Any decision that significantly alters the nature, character, or scope of the business of the LLC;
 - f. The selection of any legal counsel to represent the LLC and any decision relating to litigation or arbitration.
 - g. The conversion, merger, or consolidation of the LLC with or into another entity;
 - h. The loan of any funds by the LLC;

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- i. The making of distributions to Members and the creation or use of LLC reserves (other than as provided in a budget approved by the Members).
- 7.3 Decisions Requiring Approval of only Manoj Nathwani: the Manager shall have the sole discretion, authority, and power to make the decisions or take the following actions:
- a. The sale, assignment, transfer, encumbrance, or other disposition of all or any portion of any material asset.
 - b. The decision to sell, transfer, or otherwise dispose of all or substantially all of the assets of the LLC.
- 7.4 Third Party Reliance: Third parties dealing with the LLC shall be entitled to rely conclusively upon the power and authority of the Manager as set forth herein.
- 7.5 Compensation and Expenses: No Member, including the Manager, who performs services for the LLC shall be entitled to compensation for such services or be entitled to any reimbursement of any general overhead expenses unless authorized by all Members in advance. Each Member shall be entitled to reimbursement from the LLC for direct out-of-pocket expenses incurred on behalf of the LLC.

ARTICLE 8: TRANSFER AND ASSIGNMENT OF LLC INTERESTS

- 8.1 Transfer or Assignment of Member's Interest. Any Member may voluntarily transfer and/or assign, in whole or in part, their Financial Interest, at any time, and the transferee shall have all the rights, titles, and interests as the Member may transfer or assign to the transferee. Any Member may assign their LLC Interest provided that no assignee may become a Member except as provided in Paragraph 3.2 above.

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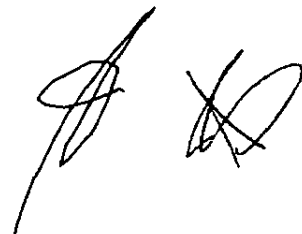
- 8.2 An assignee of a Member's Interest derives its rights exclusively through the Member/assignor. Any assignee takes the assignment subject to any claims or offsets the Company has against the Member, regardless of whether those claims or offsets exist at the time of the assignment or arise afterwards. An amendment to this Agreement may change a Member's *rights and consequently affect the rights of an assignee*, even if the amendment is made after the assignment.
- 8.3 In the event a Member's Interest is taken involuntarily by levy, foreclosure, charging order, execution or similar proceeding, the LLC shall not dissolve but the assignee of said Interest shall be entitled to no more than the right to receive the profits and losses attributable to said Member's Financial Interest. In no event shall said assignee have the right to interfere with the LLC's management or administration or to inspect the LLC's books or records or to exercise any rights of a Member unless admitted as an additional Member under the terms of this Agreement.

ARTICLE 9: BOOKS AND RECORDS

- 9.1 Maintenance of Books and Records. The LLC shall establish and maintain appropriate books and records of the LLC in accordance with generally accepted accounting principles.
- 9.2 Bank Accounts. All funds of the LLC shall be deposited in the LLC's name in such banks as determined by the Members. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the LLC, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by the Members.
- 9.3 Accounting Method. For financial reporting purposes, the books and records of the LLC shall be kept on the cash method of accounting applied in a consistent manner and shall reflect all transactions of the LLC and be appropriate and adequate for the purposes of the LLC.

ARTICLE 10: TAXATION

- 10.1 Tax Matters Partner. A majority of LLC Interests at a meeting of the Members shall appoint a Tax Matters Partner pursuant to Code Section 6231 to represent the LLC.



ARTICLE 11: TERMINATION AND DISSOLUTION

11.1 Dissolution. The LLC shall be dissolved upon the occurrence of any of the following events:

- (a) The written consent of a majority of the LLC Interests;
- (b) The death, withdrawal, resignation, expulsion, bankruptcy or dissolution of all Members, or the occurrence of any other event that terminates all Members' continued membership in the LLC.



11.2 Conduct of Business. Upon the occurrence of any of the events specified above, a majority of the Members (excluding those Members who caused the dissolution event) shall appoint one or more of the Members (or a Manager acting as agent) to act as liquidator and wind up all LLC business and affairs. However, the LLC shall continue to exist until Articles of Dissolution have been filed or until a decree dissolving the LLC has been entered by a court of competent jurisdiction.

11.3 Distribution of Net Proceeds. Upon the occurrence of any of the events specified above and the completion of the winding up all LLC business and affairs, the assets of the LLC shall be promptly liquidated and distributed in the following order:

- (a) To the payment of creditors, excluding Members, in the order of priority as provided by law;
- (b) To the payment of loans or advances made by the Members;
- (c) To the Members in proportion to their Capital Accounts after adjustments for all allocations of net profits and net loss.

Where the distribution consists both of cash and noncash assets, the cash shall be distributed first, in descending order, to the above categories. With respect to the noncash assets, which distribution values are to be based on the fair market value of the noncash asset as determined in good faith by the liquidator, the liquidator may sell the noncash assets and distribute the cash proceeds or distribute the assets in kind, in descending order, to the above categories.

11.4 Termination. The LLC shall be terminated upon the distribution of all assets. The Members shall cause the LLC to file Articles of Dissolution, if required, or take any other actions necessary to terminate the LLC.



ARTICLE 12: AMENDMENTS

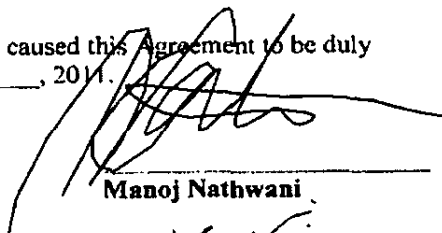
- 12.1 Amendments by Members. This Agreement may be adopted, amended, altered, or repealed by the vote or written consent of all of the LLC Interests.

ARTICLE 13: GENERAL PROVISIONS

- 13.1 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 13.2 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement may not be assigned by any party without the express written consent of the other parties.
- 13.3 Construction. Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The article headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.
- 13.4 Governing Law. This agreement shall be governed by, and interpreted in accordance with, the laws of the State of Florida.

In the event of Litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 22 day of FEBRUARY, 2011.



Manoj Nathwani



Amal Soni

