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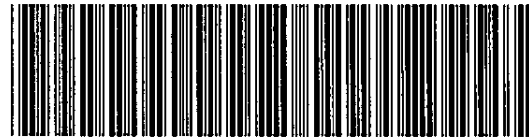
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEC 19 2013

T. HAMPTON

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Caps N Corks 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:

Padmasree Chigurupati

Name of Person

Caps N Corks LLC

Firm/Company

1739 E. Sunrise Blvd

Address

Fort Lauderdale, FL 33304

City/State and Zip Code

Chigurupatip@gmail.com

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

For further information concerning this matter, please call:

Padmasree Chigurupati

Name of Person

at (**561**) **2778286**

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

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

Caps N Corks 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 7/6/12 and assigned
Florida document number L12000088189.

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)

601 Heritage Drive,
Suite 118
Jupiter, FL 33458

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:

<u>Name of New Registered Agent:</u>	<u>Padmasree Chigurupati</u>
<u>New Registered Office Address:</u>	<u>601 Heritage Drive, Suite 118</u> <i>Enter Florida street address</i>
	<u>Jupiter</u> , Florida <u>33458</u> <i>City Zip Code</i>

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

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TALLAHASSEE, FLORIDA

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	Reddy Annappareddy	1739 E. Sunrise Blvd	<input type="checkbox"/> Add
		Fort lauderdale, FL 33304	<input checked="" type="checkbox"/> Remove
MGRM	Padmasree Chigurupati	601 Heritage Drive	<input checked="" type="checkbox"/> Add
		Suite 118	<input type="checkbox"/> Remove
		Jupiter, FL 33458	
MGRM	Vinvanlak LLC	1801 SE Hilmoore Drive	<input checked="" type="checkbox"/> Add
		C 107	<input type="checkbox"/> Remove
		Port St. Lucie, FL 34952	
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

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Add
Remove

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

Please see ownership agreement

Dated December 12th, 2013.

U. Padma

Signature of a member or authorized representative of a member

Padmasree Chigurupati

Typed or printed name of signee

Page 3 of 3

Filing Fee: \$25.00

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TALLAHASSEE, FLORIDA

PURCHASE AND SALE OF MEMBERSHIP INTEREST IN CAPS N CORKS, LLC

This PURCHASE AND SALE ("Contract") OF MEMBERSHIP INTEREST IN CAPS N CORKS, LLC, a Florida Limited Liability Company ("The Company") is entered into on the last day upon which the Contract is signed by the parties referenced herein ("Effective Date") as between Reddy Annappareddy, as Managing Member and Seller, and Vinvalak, LLC, as Buyer ("Vinvalak"), and Mrs. Padmasree Chigurupati, as Buyer ("Padmasree") (Vinvalak and Padmasree shall collectively be referred to herein as "Purchasing Members").

WITNESSETH:

WHEREAS, The Company is a Florida limited liability company that is doing business in Broward County, Florida through its ownership and operation of a liquor store in Broward County, Florida; such company is principally controlled and managed by Managing Member;

WHEREAS, Managing Member is desirous of selling a certain portion of his membership interest in The Company to Vinvalak and to Chigurupati;

WHEREAS, Vinvalak is desirous of purchasing 33.33% of Managing Member's membership interest in The Company;

WHEREAS, Chigurupati is desirous of purchasing 33.33% of Managing Member's membership interest in The Company;

WHEREAS, Managing Member is desirous of selling a 33.33% membership interest in The Company to Vinvalak and is desirous of selling a 33.33% membership interest in The Company to Chigurupati;

NOW THEREFORE, in consideration of the execution of these presents and other good and valuable consideration, the value and receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. That Managing Member agrees to sell a 33 and 1/3% interest in The Company to Vinvalak in consideration for Vinvalak agreeing to tender the purchase price for the membership interest in the amount of Fifty Thousand Dollars (\$50,000.00).
2. That Managing Member agrees to sell a 33 and 1/3% interest in The Company to Chigurupati in consideration for Chigurupati agreeing to tender the purchase price for the membership interest in the amount of Fifty Thousand Dollars (\$50,000.00).
3. That upon the effective date of the Contract, that Managing Member, Vinvalak and Chigurupati shall each have an equal, 33.3 percent interest in The Company and shall be entitled to share equally in the distributions, capital contributions, liabilities and the daily administration of The Company.
4. That the assets and liabilities of the Company are from the business known as Cellars Wine & Spirits Warehouse located at 1739 East Sunrise Boulevard, Fort Lauderdale,

Florida 33304 ("The Business"). The assets and properties shall include, without limitation, all inventory, contracts, customers, customer lists, contractual rights, materials, supplies, equipment, equipment warranties, service warranties, copies of employee records, payroll records and supplier records, computer hardware, software and peripherals, outdoor signs, leasehold improvements, furniture, fixtures, transferable licenses, business names, telephone numbers and any other assets used by The Company in the operation of The Business including any intellectual property and intangible assets including websites and domain names, cellular warehouse.com; entire wines.com; automobile, goodwill and general intangibles.

5. Managing Member represents, warrants, and covenants to Vinvalak and Padmasree that the following statements, conditions and facts are true and correct as of the effective date and will continue to be true and correct after the effective date;

a. That Managing Member warrants and represents that The Company is duly organized and existing in good standing under the laws of the State of Florida and is with the ability to own its assets and carry on its business interests as now conducted. In addition, that The Company will continue to have good and marketable title to all of the assets of the Business, free and clear from any liens, encumbrances or claims whatsoever.

b. That the execution and delivery of this Contract does not either conflict or violate the articles or bylaws of The Company or any contract or agreement to which The Company is a party or by which it may be bound, except as hereinafter provided where various consents may be required and is not contrary to any order of any court to which The Company and the parties, herein, are subject.

c. That the financial information of The Company is within the possession or control of The Company and represents a fair and accurate depiction of the financial condition of The Company; to which The Company has made such books and records to each of the buyers prior to the effective date.

d. That the equipment and inventory of The Company located within The Business is in good, working order; free from any material defective conditions based on the information obtained by Seller/Managing Member as of the Effective Date.

e. Neither The Company nor is Managing Member is in violation of any federal, state or city laws, rules, regulation or ordinances including, without limitation, to those connected to from Seller/Managing Member.

f. That there are no judgments, liens, actions or proceedings pending or threatened by or against The Company in any court of competent jurisdiction or by any governmental agency.

g. That The Business will continue to be conducted in the purpose for which it was organized with The Company warranting that it has all necessary licenses for which to continue to operate The Business and that all such licenses are currently in good standing.

h. The Company and The Business are not in default in any respect under any of the contracts, agreements, leases or other commitments to which it is a party or otherwise bound.

i. No representation or warranty by The Company in this Contract or in any writing attached hereto contains or will contain any untrue statement of material fact or omits to state any material fact (of which The Company has knowledge or notice of) required to make statements herein or therein contained not misleading.

j. The Company has no knowledge of any materially adverse matter or thing relative to the condition, financial or otherwise of the Business or the leased premises that the Business is currently located in that is not disclosed by the Contract. There are no legal, health, environmental or other impediments or issues which would prevent The Company from continuing to do lawful business.

k. The Company is current regarding all tax liabilities and no monies are presently due and owing to federal state, local or municipal taxing authorities.

l. The Company is without knowledge as to whether any of The Company's customers or suppliers intends to cease and desists from conducting further business with The Business or materially alter the amount of business that they are currently performing on behalf of The Company for any reason.

m. The parties agree that should any representation be incorrect, that The Company, by and through its Managing Member, shall promptly notify the Purchasing Members, in writing, of any such incorrect or inconsistent statement and, if same is adverse to the Purchasing Members, that the Purchasing Members shall have the right to terminate the Contract.

6. This Contract contains the entire agreement between the parties hereto and the terms of said agreement may not be modified except by a written agreement duly signed by each of the parties.

7. To the extent that any provision of this Contract is deemed by a court of competent jurisdiction to be unenforceable, void or voidable, the Contract is hereby modified to the minimum extent necessary to exclude or strike herein only to that discrete portion that is deemed by the Court to be unenforceable, void or voidable and the remainder of the Contract not so deemed by the Court will not be affected thereby and will instead continue to remain in full force and effect and be valid and binding upon the parties.

8. This Contract may be executed in counterparts and by facsimile. All counterparts, when taken together shall constitute an original, and all facsimile executions shall be deemed original for all purposes.

9. The Contract binds the parties and their successors or assigns.

10. The parties further understand and confirm that they have reviewed the contents of the Contract and understand and agree to the terms stated herein freely and without duress.

CAPS N CORKS, LLC, a Florida Limited Liability Company

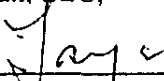

By its: President

Reddy Annapureddy

Date: 3-18-13

Date: _____

Vinvanlak, LLC,


By its: TANUJA VEDLER

Ch. Padmasree
Mrs. Padmasree Chigurupati, an individual

Date: MARCH 18, 2013.

Date: 3/18/13