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(Req	uestor's Name)	· -
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SEGRETARIA SE 25

Florida Department of State New Filing Section Division of Corporations The Centre of Tallahassee 2415 N Monroe St Suite 810 Tallahassee, FL 32303

RE: Articles of Conversion

Good Day:

I am the owner of a Colorado registered LLC, Terra Resources, LLC. I would like to convert to a Florida registered LLC. Included please find the following documents:

- Executed Florida Articles of Conversion
- Executed Florida Articles of Organization for Florida LLC
- Terra Resources LLC check #1244 payable to Florida Department of State for \$185.00
- Document package #1 verifying the organization of Calcare Services, LLC 10/26/2011
- Document package #2 providing the Operating Agreement
- Document package #3 providing the EIN Assignment
- Document package #4 indicating the Amendment to Organization in a name change from Calcare Services, LLC to Terra Resources, LLC
- Document package #5 indicating the EIN name change request
- Document package #6 indicating the conversion from a Nevada LLC to a Colorado LLC
- Document #7 providing current Certificate of Fact of Good Standing in Colorado

I believe that you should have everything you need to process the Conversion of our LLC from Colorado to Florida. Should you need anything further please do not hesitate to contact me either by email or phone.

Sincerely

L. M. Mayers Jr Managing Member^t

mike@terra-res.com

November 12, 2021

COVER LETTER

Division of Corporations			
SUBJECT: Terra Resources LLC			
(Name of	Resulting Florida	Limited Company)	
		nization, and fees are submitted to convert an 'npany' in accordance with s. 605.1045, F.S.	Other:
Please return all correspondence concer	ning this matter	r to:	
Lawrence M. Mayers Jr			
(Contact Person)			
Terra Resources LLC			
(Firm/Company)			
157 Greencrest Drive			
(Address)			
Ponte Vedra Beach, Florida, 32082			
(City, State and Zip Cod	le)		
mike@terra-res.com			
E-mail Address: (to be used for future annua	ıl report notificatio	ons)	
For further information concerning this	matter, please c	call:	
Lawrence Mike Mayers Jr	at (<u>303</u>	859-2009	
(Name of Contact Person)	(Area (Code) (Daytime Telephone Number)	
Enclosed is a check for the following an dollars and drawn on a bank located in t		cks processed by this office must be payable in es)	n US
\$150.00 Filing Fees (\$25 for Conversion & \$125 for Articles of Organization)	es ☐\$180.00 I and Certified		
Mailing Address:		Street Address:	
New Filing Section Division of Corporations		New Filing Section Division of Corporations	
P.O. Box 6327		The Centre of Tallahassee	
Tallahassee, FL 32314		2415 N. Monroe Street, Suite 810	

Tallahassee, FL 32303

Articles of Conversion For "Other Business Entity"

Florida Limited Liability Company

The Articles of Conversion <u>and attached Articles of Organization</u> are submitted to convert the following "Other Business Entity" into a Florida Limited Liability Company in accordance with s.605.1045, Florida Statutes.

Terra Resources LLC
(Enter Name of Other Business Entity)
2. The "Other Business Entity" is a LLC (Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)
First organized, formed or incorporated under the laws of
10/24/2011 on
3. The name of the Florida Limited Liability Company as set forth in the attached Articles of Organization:
Terra Resources LLC
(Enter Name of Florida Limited Liability Company)
4. If not effective on the date of filing, enter the effective date: (The effective date: Cannot be prior to date of receipt or filed date nor more than 90 calendar days after the date this document is filed by the Florida Department of State.) Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.
5. The plan of conversion has been approved in accordance with all applicable statutes.

6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to

which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

Terra Resources LLC				
(Must contain	n the words "Limited Lia	ability Company, "L.L.C.," or "LLC.")		
ARTICLE II - Address: The mailing address and s		e principal office of the Limited Liab	bility Compan	ıy is:
Principal Office Address	<u>s:</u>	Mailing Address:		
157 Greencrest Drive		157 Greencrest Drive		
Ponte Vedra Beach		Pone Vedra Beach		
Florida, 32082		Florida, 32082		
Lawre	nce M. Mayers Jr N	ame	1 NOV 15	ECRETAR SION OF C
			2:	
	reencrest Drive			***
		P.O. Box NOT acceptable)	 (a)	9.0
Flori		P.O. Box <u>NOT</u> acceptable) FL 32082	(5) (5)	
Flori	da street address (· ·		

(CONTINUED)

DOCUMENT #1 Articles of Organization – State of Nevada Calcare Services, LLC 10/26/2011

STATE OF NEVADA





SCOTT W. ANDERSON

Deputy Secretary

for Commercial Recordings

OFFICE OF THE SECRETARY OF STATE

Certified Copy

October 26, 2011

Job Number: Reference Number:

C20111025-2731 00003291904-18

Expedite:

Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s) 20110764126-40

DescriptionArticles of Organization

Number of Pages 1 Pages/1 Copies

Certified By: Stephen Loff Certificate Number: C20111025-2731 You may verify this certificate online at http://www.nvsos.gov/ Respectfully,

ROSS MILLER Secretary of State





ROSS MILLER Secretary of State 204 North Carson Street, Suite 4 Carson City, Nevada 89701-4520 (775) 684-5708 AMEDISTICS MANASTURASOZ BOA

Articles of Organization Limited-Liability Company (PURSUANT TO NRS CHAPTER 86)

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Priod in the office of	20110764126-40		
Ross Miller	Filing Date and Time 10/24/2011 1:58 PM		
Secretary of State State of Nevada	Entity Number E0584272011-3		

ISE BLACK INK ONLY - DO N	от невицент		ABOVE SPACE IS	FOR OFFICE USE GNUT
I. Name of Limited- Liability Company: must contain approved mited-liability company	Calcare Services, LLC		Check box if a Series Limited- Limblity Company	Chack box if a Restricted Limited- Liability Company
wording; see instructions)	Pucie	ness Filings Incorporate	d	
2. Registered Agent for Service of Process: (check only one box)	Commercial Registered Agent: Busin Name Noncommercial Registered Agent (name and address below)		Office or Position with E (name and address below	intify
	Name of Noncommercial Registered Agent 0	R Name of Title of Office o	r Other Position with Entity	adal - "
	Street Address	City	Nev	Zip Code
	Mailing Address (It different from street address	s) City		Zip Code
3. Dissolution Date: (optional)	Latest date upon which the company is to	o dissolve (f existence is	not perpetual):	
4. Management: (required)	Company shall be managed by:	Manager(s) OR (check only or		3
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) Mike Mayers Name 7805 West Walker Drive Street Address 2)	Lintleton	C State	
	Street Address 3) Name	City	Stat	e Zip Code
	Street Address	City	Ster	e Zip Code
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	The Nevada Company Name 8040 Excelsior Dr Ste 200 Address	Organizer S Madison City	Ste	WI 53717 tie Zip Code
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Reg	Mark Willi	ed Agent Entity Da	ectober 24, 2011

This form must be accompanied by appropriate fees.

He ward a Secretary of State NRS 86 DLLC Articles Revised: 3-10-11

Reset

SECRETARY OF STATE



LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that CALCARE SERVICES, LLC did on October 24, 2011, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

Certified By: Stephen Loff Certificate Number: C20111025-2731 You may verify this certificate online at http://www.nvsos.gov/ IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on October 26, 2011.

ROSS MILLER Secretary of State

DOCUMENT #2

Calcare - OPERATING AGREEMENT

OPERATING AGREEMENT

CALCARE SERVICES, LLC

A Nevada Limited Liability Company

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7.5 Cash Calls 7.6 Failure to Meet Cash Calls 7.6 Failure to Meet Cash Calls	
7.6 Failure to Meet Cash Calls	
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ARTICLE 12: MISCELLANEOUS PROVISIONS	17
12.1 Notices	17
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the cash funds of the Company prove insufficient to meet its operating expenses or to finance new investments deemed appropriate to the scope and purpose of the Company, upon the written request from the Managers, each Member shall make additional capital contributions, in the proportion to their ownership interests. The Managers will determine, and communicate to the Members, the amount of additional capital required by the Company and the purpose intended for the additional capital.

2.3. Loans. In lieu of voting an additional assessment of capital and requiring additional capital contributions to meet operating expenses or to finance new investments, the Company may, as determined by the Managers, borrow money. The Company may borrow from any of the Members or third party. Any agreed upon loan will require documentation in the form of a promissory note specifying any and all Terms and Conditions between the parties. Repayment of such amounts so loaned and interest due on such loans, shall receive priority of payment over the distribution of capital contributions and/or profits among Members.

ARTICLE 3: MEMBERS' ACCOUNTS; ALLOCATION OF PROFIT AND LOSS; DISTRIBUTIONS

- 3.1. Capital / Distribution / P&L Accounts. Calcare will maintain a separate Capital account, Distribution Account and Profit & Loss Account for each Member. Company Profits, Losses and Distributions will post to the separate accounts monthly. At the end of each year, Calcare will reconcile these Accounts in anticipation of the year-end Balance Sheet, and the Member K1 Reports. The profits, losses, and distributions of the Company will get allocated to the Members as provided in Section 3.2. Capital Accounts exist for the sole purpose of establishing basis for Income Tax purposes. They have no cash value and therefore bear no interest and Calcare will pay no interest on the Accounts so maintained.
- 3.2. Allocations and Distributions Among Members. Exhibit A delineates the percentage of ownership held by each Member. The Monthly Balance Sheet will report the Year to Date Profit or Loss allocated to each member based on that percentage.
- 3.3. Distributions of Assets. All distributions of Assets, including cash, shall be made in the same allocations among Members as described in Section 3.2.
- 3.3.1 The Managers shall determine, in their sole discretion, whether to make distributions of Cash to the Members; provided that no distribution of Cash may occur to a Member if, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their Profit & Loss, would exceed the fair value of the Assets.
- 3.3.2 A Member has no right to demand and receive any distribution from the Company in any form other than cash.

ARTICLE 4: RULES RELATING TO THE MEMBERS

4.1. Admission of New Members. The Calcare Managers have the sole and exclusive right and responsibility to admit or deny additional Members into the LLC upon the written consent of all the Managers when exercising their best judgment about

Members' meeting may take place without a meeting, by written, documented consent describing the action taken and signed by Members representing not less than 65% ownership interest in the Company. Action taken by written consent is effective when all Members have signed the consent, unless the consent specifies a different effective date. Written consent of the Members has the same force and effect as a unanimous vote of such Members and any document memorializing these actions may assert this authority in the document. Original signature, faxed signatures and/or electronically produced signatures will meet the requirement referenced in this paragraph but must be followed within ten (10) days after said meeting with a formal written waiver of notice in writing, signed by the Member.

4.6. Telephonic Meeting. Members may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) requiring a vote. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

ARTICLE 5: RULES RELATING TO MANAGERS

- 5.1. General Powers. Management of the Company resides in the hands of the elected Managers (the "Managers"). The Managers may adopt resolutions to govern their activities and the manner in which they shall perform their duties on behalf of the Company.
- **5.2.** Qualifications of Managers. Each Manager shall be a natural person 18 years of age or older and a recognized Member of the LLC.

5.3. Number of Managers

- 5.3.1 Calcare will function under a minimum of one (1) and not more than four (4) designated Managers. Acting Managers may increase or decrease their number (in accordance with this provision) by the vote or consent of the Acting Managers.
 - 5.3.2 Lawrence Michael Mayers Jr. shall function as the initial Manager.

5.4. Meetings and Voting.

- 5.4.1 Meetings of the Managers may be held at such time and place as the Managers by resolution shall determine. At a Managers meeting, one (1) Manager shall constitute a quorum.
- 5.4.2 Written notice of meetings of the Managers shall be delivered at least 48 hours before the meeting personally, electronically, or by regular mail actually delivered to the Managers within the 48-hour period. A waiver of notice in writing, signed by the Managers before, at or after the time of the meeting stated in the notice, shall be equivalent to the giving of such notice. Original signatures, faxed signatures and/or electronically transmitted signatures meet the standards outlined in this paragraph.

address of each Member; (ii) a copy of the Company's Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney to which any amendment has been executed; (iii) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent accounting years; (iv) copies of this Agreement and any amendments thereto; (v) the accounting books and records, and copies of the financial statements of the Company for the three most recent accounting years; (vi) any and all documents and records required by the Company to complete and maintain pursuant to the Act. The Managers shall undertake any and all activities reasonably necessary to fulfill the foregoing, including the hiring of professionals to represent of otherwise assist the Company.

- 5.5.9 As soon as practical after the end of each fiscal year, the Managers shall provide to each person or entity who was a Member at any time during the prior accounting year: (i) a true and correct copy of the Company's Balance Statement, a copy of the Company's Profit-and-Loss statement, a statement of each Member's Capital Account and a report of cash distributions to each Member for that fiscal year; and (ii) all tax information relating to the Company necessary for the preparation of each Member's federal, state and/or local income tax return.
- 5.5.10 The Managers shall not be in default of any duty if their failure to perform results from the failure of any of the Members to perform acts required of them by this Agreement.
- 5.5.11 The Managers shall adopt and implement the policies, objectives, procedures, methods and actions and shall undertake all other activities reasonably necessary to fulfill the Company's objectives.
- 5.5.12 Resignation or Removal. A Manager may resign at any time by giving at least 60 days written notice of his intention. If a Manger no longer owns an interest in the LLC, as defined in this Operating Agreement, the remaining Managers may deem such a manager as a non-member and view that Manager as having resigned. Managers may remove another Manager if that party acts grossly negligent or engages in willful misconduct in carrying out his duties. If a Manager acts improperly in the discharge of his duties, the other Managers may remove him 'for cause'.
- 5.5.13 Upon the Resignation or Removal of a Manager, the Managers will select a successor in order to maintain the minimum required active Managers.
 - 5.6. Actions Requiring Member Approval. Notwithstanding any other provision to the contrary, the Managers shall not have the authority to act on behalf of the Company for any of the following transactions without the express authorization of the Members through resolution or written consent:
- 5.6.1 Enter into any purchase contract, make any expenditure of funds or borrow any funds on behalf of the Company.
- 5.6.2 Sell, transfer, assign, convey, encumber or otherwise dispose of substantially all of the Assets; or to enter into any debt financing from outside sources that requires personal recourse against Members; or
- 5.6.3 Do any act or fail to do any act that would adversely and materially affect the business of the Company.

- 7.2.2 Inspect a copy of the company's federal, state and local income tax returns for each year promptly after the company files its returns with the Internal Revenue Service and required states; and A member, upon written notice to the Operator and all other Non-Operators, shall have the right to audit the Operator's accounts and records within the twenty four (24) month period following the end of each calendar year. When two or more Non-Operators exist, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner that will cause a minimum of inconvenience to the Operator. The Operator shall bear no portion of the Non Operators' audit cost. Such requested audits can only take place once in any given year. A Non-Operator completing an audit agrees to make the Audit report available to Calcare Managers and any other Members who request a copy of such report.
 - 7.3. Accounting Rules. Calcare will maintain its company accounting books on a cash basis. The fiscal year of the Company shall coincide with the calendar year. Management will close and balance the accounting records and books at the end of each calendar year. The Managers will authorize the preparation of year-end profit-and-loss statements, balance sheet and tax returns by a Certified Public Accountant.
 - 7.4. Distributions. Subject to Manager discretion, cash distributions to Members accounts shall occur monthly to any Member scheduled to receive over \$250.00 that month. Members shall receive a monthly statement regardless of distribution.
 - 7.5. Cash Calls and Proposed Operations: When the Managers propose an intended course of action requiring additional capital, the Managers shall give notice of the intended action specifying the recommended work to perform and the estimated cost to complete the action. The Members shall have 20 days after receipt of such notice to advise the CalX Managers if they elect to participate in the proposed action and pay their proportionate share due. Failure of a party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any notice or response given by telephone shall be promptly confirmed in writing. If all parties elect to participate in such a proposed operation, or purchase Managers shall as promptly as possible actually commence the proposed action and complete it with due diligence at the risk and expenses of all parties hereto.
 - 7.5.1 Operations by Less than All Parties: If any Member receiving such notice elects not to participate in the proposed action then, in order to be entitled to the benefits of this Article, the party or parties giving the notice and such other parties shall as elect to participate in the operations shall, within 60 days after the expiration of the notice period of thirty (30) days actually commence the proposed operation and complete it with due diligence. Managers shall perform all work for the account of the Consenting Parties.
 - 7.5.2 If less than all parties approve any proposed action, the Managers, immediately after the expiration of the applicable notice period, shall advise the Consenting Parties of the total interest of the parties approving such operation and its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of

determining when the interest of such Non Consenting Member shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting Member.

7.6. Failure to Meet Cash Calls. A Member who fails to meet cash calls in the amount and at times specified in Section 7.5 shall be in default, and the amounts of the defaulted cash call shall bear interest from the date due at an annual rate equal to 18 percentage points over the interest rate quoted and published as "Prime" as published in the Wall Street Journal, but in no event said rate of interest shall exceed the maximum permitted by law.

ARTICLE 8: EXPULSION, BANKRUPTCY, RESIGNATION AND DISSOLUTION

- **8.1.** Causes of Dissolution. The Company shall dissolve upon the occurrence of any of the following events:
- 8.1.1 A unanimous written agreement of all Members; or
- **8.1.2** As otherwise provided by the Act, provided, however, that the Company shall not dissolve upon the bankruptcy, resignation, death or expulsion of a Member.
 - 8.2. Disposition of Assets upon Dissolution. Promptly upon dissolution under Section 8.1, the Managers shall take all actions necessary to wind up the activities of the Company. All costs and expenses incurred in connection with the dissolution of the Company shall become expenses chargeable to the Company. Upon dissolution, the Asset distribution will follow the order below:
 - 8.2.1 Any liabilities and liquidating expenses of the Company get paid first.
- **8.2.2** The reasonable compensation and expenses of the Managers in liquidation get paid next; and
- 8.2.3 The amount remaining gets paid to and divided among the Members in accordance with the statutory scheme for distribution and liquidation of the Company under the Act.
 - **8.3.** Causes of Expulsion. The Managers, subject to a majority vote, may expel a member from the Company upon the occurrence of any of the following events:
 - 8.3.1 If a Member violates any of the provisions of this Agreement; or
- **8.3.2** If a Member's Ownership Interest becomes subject to a charging order or tax lien, that is not dismissed or resolved to the satisfaction of the Managers within 90 days after assessment or attachment.
 - 8.4. Notice of Expulsion. Upon the occurrence of an event described in Section 8.3, the Managers may send written notice of expulsion to the violating Member either by serving the same by personal delivery or by certified mail return receipt requested to his last known place of residence, as shown on the books of the Company.

any personal debt of such Member.

10.2. Alienation of Ownership Interest. No Member shall, except as provided in Article 9, sell, assign, mortgage or otherwise encumber his Ownership Interest or his capital assets or property; or enter into an agreement of any kind that will result in any person or entity becoming interested with him in the Company; or do any act detrimental to the best interests of the Company.

ARTICLE 11: CONFIDENTIALITY

- 11.1. General. Each Member and Manager shall keep confidential and will not use, reveal, provide or transfer to any third party any Confidential Information it obtains or has obtained concerning the Company or the other Members without prior written consent of the other Members, which consent shall not be unreasonably withheld. "Confidential Information" shall mean all information, data, knowledge and know-how (including, but not limited to formulas, patterns, compilations, programs, devices, methods, techniques and processes) that derive independent economic value, actual or potential, as a result of not being generally known to, or readily ascertainable by, third parties and that are the subject of efforts that are reasonable under the circumstances to maintain its secrecy, including, without limitation, all analyses, interpretations, compilations, studies and evaluations of such information, data, knowledge and know-how generated or prepared by or on behalf of Members, Managers, or the Company.
- 11.2. Exceptions. The consent required under Section 11.1 shall not apply to a disclosure:
- 11.2.1 To a consultant, contractor, subcontractor, officer, director or employee of the Company, or any Manager or Member that has a bona fide need to be informed;
- 11.2.2 To any third party to whom the disclosing Member or Manager contemplates a transfer of any or part of his Ownership Interest or the Assets;
- 11.2.3 To any actual or potential lender, underwriter or investor for the sole purpose of evaluating whether to make a loan to or investment in the disclosing Member or the Company;
- 11.2.4 To a governmental agency or to the public which the disclosing Member or Manager believes in good faith is required by pertinent law or regulation or the rules of any stock exchange.

In any case to which this Section is applicable, the disclosing Member or Manager shall give notice to the other Members concurrently with the making of such disclosure. As to any disclosure pursuant to Section 11.2.1, 11.2.2 or 11.2.3, only such Confidential Information as such third party shall have a legitimate business need to know shall be disclosed and such third party shall first agree in writing to protect the Confidential Information from further disclosure to the same extent as Members are obligated under this Article and the disclosing Member or Manager shall be responsible and liable for any use or disclosure of the Confidential Information by such parties in violation of this Agreement.

11.3. Duration. The provisions of this Article shall apply to a Manager or Member

shall be severed therefrom and shall remain in full force and effect.

- 12.7. Governing Law. This Agreement shall be construed according to the laws of the State of Nevada, except for conflict of laws and insofar as it may become necessary to comply with federal statutes, rules or regulations.
- 12.8. Headings. The headings in this Agreement are inserted only for convenience and shall not control or affect the meaning or construction thereof.

[Signature page follows]

EXHIBIT A

OWNERSHIP AND DISTRIBUTION INTERESTS OF THE MEMBERS

OWNERSHIP INTERESTS OF THE MEMBERS

Lawrence Michael Mayers, Jr.

100.0%

ALLOCATIONS AND DISTRIBUTIONS AMONG MEMBERS

Lawrence Michael Mayers, Jr.

100.0%

Effective Date: October 27, 2011

DOCUMENT #3

EIN - Assignment



EIN Assistant			<u> </u>			
Your Progress:	1. Identity	2. Authenticate	3. Addresses	4. Details	ı	5. EIN Confirmation
Congratulations!	Your EIN has be	en successfully ass	signed.		Hel	p Topics
	igned: 45-3669416				Ð	What if I do not have access to a printer at this time?
Legal N	Name: CALCARE	SERVICES LLC			O	Can I access this letter at a tater date?
IMPORTANT:						
Save and/or print this	s page and the con	firmation letter below	for your permanent reco	ords.		
The confirmation letter EIN.	r below is your officia	al IRS notice and contain	ns important information re	egarding your		
艺 <u>click</u>	(HERE for Your Ell	N Confirmation Letter	Help with saving and proletter	inting your		
Once you have save information about using		tter, click "Continue" to	get additional [Co	ontinue >> j		

DOCUMENT #4

Amendment to Articles of Organization

Name Change

From: Calcare Services, LLC To: Terra Resources, LLC