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(Requestor's Name)

(Address)

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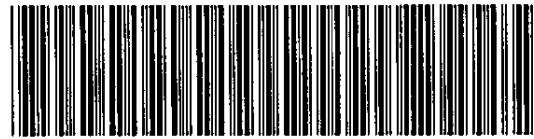
(Business Entity Name)

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FILED  
SOUTHERN DISTRICT  
OF CALIFORNIA  
13 AUG - 8 AM 9:22

Amend  
⑩ 8.13.13

**JEFFERY D. HATCHER**  
*Lawyer*

300 S. Commerce Street • P.O. Box 189 • Geneva, Alabama 36340  
334-684-8524 • Fax: 334-684-8520  
jeffhatcher01@yahoo.com

OF COUNSEL:  
Toni R. Kinner  
Licensed in AL and FL

August 2, 2013

Amendment Section  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

**RE: Amended Articles of Incorporation for RWW, Inc.**

Dear Sir or Madam,

Please file the enclosed Amended Articles of Incorporation for RWW, Inc., wherein the following changes were made:

1. Address for the principal place: 1864 Highway 179A, Westville, Florida 32464
2. Registered agent: Lewis Dale Powell, 1864 Highway 179A, Westville, Florida 32464
3. Board of Directors:

*Add – Charles Shon Edwards  
30043 Edwards Road  
Floral, Alabama 36442*

*Add – Cole E. Dunn  
30851 Smyrna Road  
Floral, Alabama 36442*

*Add – Lewis Dale Powell  
1864 Highway 179A  
Westville, Florida 32464*

*Delete – J. Allen Wise  
P.O. Box 329  
Samson, Alabama 36477*

*Delete – Derek A. Warren  
508 Ausley Road  
Samson, Alabama 36477*

*Delete – Edwin L. Averett  
6011 North State Highway 27  
Chancellor, Alabama 36316*

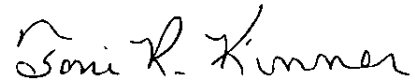
4. Officers:

*Delete – Dawn W. Averett  
7954 North State Highway 27  
Chancellor, Alabama 36316*

*Delete – Gabe Bowdoin  
3236 County Road 661  
Samson, Alabama 36477*

I have enclosed a check in the amount of \$35.00 for payment of the filing fee. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Toni R. Kinner". The signature is written in dark ink and is positioned above the printed name.

Toni R. Kinner

Enclosures

**AMENDED ARTICLES OF INCORPORATION**  
**OF**  
**RWW, INC.**  
**(A FLORIDA PROFIT CORPORATION)**

**August 1, 2013**

FILED  
SECRETARY OF STATE  
13 AUG -8 AM 9:22

**TONI R. KINNER, ESQ.,**  
**JEFFERY D. HATCHER, ESQ.,**  
**300 SOUTH COMMERCE STREET**  
**POST OFFICE BOX 189**  
**GENEVA, ALABAMA 36340**

**AMENDED ARTICLES OF INCORPORATION  
OF  
RWW, INC., A FLORIDA PROFIT CORPORATION**

Pursuant to the Provisions of Sections 607.0120, et seq. of the *Florida Statutes*, the undersigned hereby adopt the following Amended Articles of Incorporation. These Amended Articles of Incorporation were adopted by the Directors and Members thereof, and the number of votes cast was sufficient for approval of said amendments.

**ARTICLE I**

**Name**

The name of the corporation shall be **RWW, Inc.**, with its principal place of business located at **1864 Highway 179A, Westville, Florida 32464.**

**ARTICLE II**

**Duration**

The corporation shall have a perpetual duration.

**ARTICLE III**

**Purpose**

The purpose for which the corporation is organized is to engage in a general sanitation service, including the collection of salvage, refuse and other materials; to engage in the operation and maintenance of depositories of salvage, refuse; to engage in the collection and pick up service therefore; to engage in the business of transporting all of the above mentioned materials by any means of conveyance as a common carrier, private carrier, contract carrier or otherwise; and to engage in the maintenance of disposal facilities relating to the salvage building business; and to breed, raise, import, export and deal in cattle and livestock of all kinds and to carry on a general cattle and grazing business, purchasing or acquiring or selling or otherwise disposing of the stocks, supplies, equipment, accessories, appurtenances, products, and by products of such business and to by, sell, own, mortgage, pledge or otherwise deal in real estate or personal property; and the development and operation of real estate and businesses for which corporations may be incorporated under the Florida Business Corporation Act.

FILED  
SECRETARY OF STATE  
13 AUG -8 PM 4:00  
CORPORATION DIVISION

**ARTICLE IV**  
**Authorized Shares**

The aggregate number of shares of stock which the corporation shall have the authority to issue shall be One Hundred Thousand (100,000) shares of stock of the par value of One Dollar (\$1.00) per share. As of the date of these Amended Articles of Incorporation there are Thirty-Three Thousand Three Hundred Thirty-Three (33,333) shares of stock issued.

**ARTICLE V**  
**Restrictions on Transfer of Stock**

All issued shares of stock of this corporation shall be subject to the following restriction on transfer; and all such shares shall refer to the provisions of this section, acknowledging that their transfer is restricted:

(a) For purposes of this Article:

(i) A shareholder desiring to sell or otherwise transfer, give or assign his or her stock in this corporation, in whole or in part, shall be referred to as the "offeror";

(ii) A shareholder or non-shareholder to whom such sale or other transfer is proposed shall be referred to as the "offeree"; and

(iii) The shareholders, individually and collectively, of this corporation, other than the shareholder-offeror, shall be referred to as the "optionee(s)".

(b) Any shareholder in this corporation may sell, or otherwise transfer, his or her stock herein, in whole or in part, to other shareholders of this corporation, in proportionate shares equal to their existing interests in the corporation, or to the corporation itself.

(c) In the event any shareholder desires to sell or otherwise transfer his or her stock herein, in whole or in part, to a bona fide offeree, the following procedure shall be followed:

(i) The offeror shall furnish and deliver to the corporation and to the optionee, at each of their last known business addresses, a letter of intent, containing the name and address of the offeree, and complete details as to the terms and conditions of the offer under which said sale or other transfer is to be effectuated.

(ii) The offeror shall grant to the corporation the first option and shall grant to the other shareholders of the corporation the second option to purchase said stock or effectuate such transfer of said stock to it or themselves, under the same terms and conditions as set forth in the letter of intent described in subparagraph (i) hereinabove.

(iii) The corporation shall be considered as the primary optionee and shall have thirty (30) days from the date of receipt of the letter of intent within to exercise such option, by letter in writing, addressed to the offeror, and copies thereof to each of the other optionee(s), at each of their last known business addresses. Upon the failure of the corporation to exercise its option, each of the other optionees shall have thirty (30) days from the date of the expiration of the first option period within which to exercise their said option. In the absence of any other agreement between or among the optionees, if all the optionees elect to purchase said stock, said stock of the offeror shall be purchased by the optionees in the same proportion as their respective stock ownership in the corporation. If all optionees do not elect to purchase their proportionate share of the offeror's stock, such optionees who desire to purchase such stock shall each be entitled to purchase such proportionate share of the offeror's stock as the percentage of his or her respective stock interest in the corporation bears to the total percentage of all stock interest in the corporation held by all the optionees desiring to purchase the offeror's stock. Notwithstanding the foregoing, proportionate shares of the offeror's stock not aggregating the offeror's entire stock shall be of no effect.

(iv) If the corporation and the optionees fail to elect to purchase said stock within said option period, then the offeror shall be free to sell all of his or her stock to the original offeree at the price and upon the terms and conditions set forth in said offer, provided, however, that such sale must be consummated within two (2) months following the expiration of the optionee's second option.

(v) Upon a sale or other transfer to the offeree, the offeree will then hold said stock as a shareholder, subject to all of the terms and conditions of these Articles of Incorporation in the place and stead

of the selling shareholder, including the provisions contained in this Article.

(vi) If said sale is not made between selling shareholder and such other purchaser within said two (2) month period after the expiration of said second option, all of the terms, conditions, and restrictions of this Article of these Articles of Incorporation shall be reinstated and the right of the selling shareholder to sell his stock to such purchaser pursuant to said original offer shall terminate.

#### **ARTICLE VI**

##### **Registered Office: Registered Agent**

The location and mailing address of the registered office of the company shall be **1864 Highway 179A, Westville, Florida 32464**, and the name of its registered agent at such address shall be **Lewis Dale Powell**.

#### **ARTICLE VII**

##### **Board of Directors**

The Board of Directors shall consist of three (3) persons. The name and mailing address of the persons who shall now serve as directors (replacing all previously named directors and/or officers) until the next annual meeting of shareholders of the corporation, or until the successors to such directors are elected and qualified are:

<b>Charles Shon Edwards</b>	<b>30043 Edwards Road Floral, Alabama 36442</b>
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<b>Cole E. Dunn</b>	<b>30851 Smyrna Road Floral, Alabama 36442</b>
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<b>Lewis Dale Powell</b>	<b>1864 Highway 179A Westville, Florida 32464</b>
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#### **ARTICLE VII**

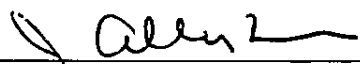
##### **Indemnification**

The corporation shall indemnify any person who was, or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that his is or was a director,



officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually or reasonably incurred by him in connection with such action, suit or proceeding to the full extent permitted by law, in such cases made and provided, upon such determination having been made as to his good faith and conduct as is required by said law in such cases made as provided. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding to the extent, if any, authorized by the Board of Directors in accordance with the provisions of the law in such cases made and provided, upon receipt of the statement by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation.

**IN WITNESS WHEREOF**, these Amended Articles of Incorporation were adopted by the shareholders with the number of votes cast for the amendments sufficient for approval. Therefore these Amended Articles of Incorporation have been subscribed this 1<sup>st</sup> day of August, 2013, by the undersigned, who affirm that the statements made herein are true under the penalties of perjury.



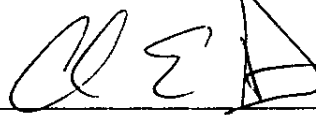
J. Allen Wise, Outgoing Director  
RWW, Inc.



Charles Shon Edwards, Director RWW, Inc.  
Member Greensouth Solutions, LLC



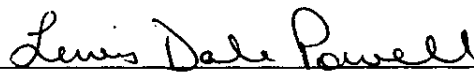
Derek A. Warren, Outgoing Director  
RWW, Inc.



Cole E. Dunn, Director RWW, Inc.  
Member Greensouth Solutions, LLC

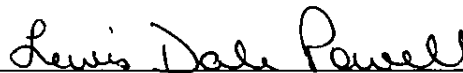


Edwin L. Averett, Outgoing Director  
RWW, Inc.



Lewis Dale Powell, Director RWW, Inc.  
Member Greensouth Solutions, LLC

**HAVING BEEN NAMED** the Registered Agent for this Corporation to accept service of process at the place designated in these Amended Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the laws of the State of Florida relative to keeping open said office.



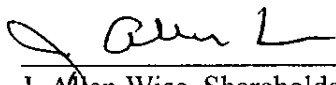
Lewis Dale Powell, Registered Agent  
RWW, Inc.

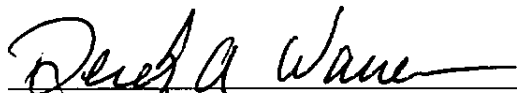
STATE OF ALABAMA     )  
COUNTY OF GENEVA    )

Before me, the undersigned authority, personally appeared J. Allen Wise, Derek A. Warren, and Edwin L. Avertt, representing all the shareholders of RWW, Inc., who being by me first duly sworn, deposes and says as follows: The below named has purchased the following number of shares of stock and assets of RWW, Inc., a Florida Profit Corporation, in accordance with the terms of the Purchase Agreement entered into by said companies on the 1<sup>st</sup> day of August, 2013.

<u>NAME OF SHAREHOLDER</u>	<u>NUMBER OF SHARES</u>
Greensouth Solutions, LLC	33,333

We further certify that of the consideration has been paid in full for such shares of stock and assets as set forth in that certain Purchase Agreement as described above.

  
\_\_\_\_\_  
J. Allen Wise, Shareholder

  
\_\_\_\_\_  
Derek A. Warren, Shareholder

  
\_\_\_\_\_  
Edwin L. Averett, Shareholder

Sworn to and subscribed before me this 1<sup>st</sup> day of August, 2013.

  
\_\_\_\_\_  
Notary Public

My commission expires: 