

P09000029580

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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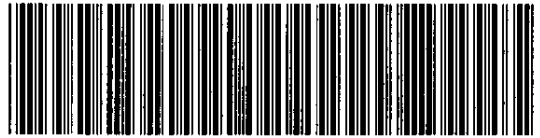
(Business Entity Name)

(Document Number)

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FILED
09 JUL 20 PM 1:49
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Handwritten signature and date: 7/23/09

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Premier Capital Resources

DOCUMENT NUMBER: P09000029580

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Lokesh James

Name of Contact Person

Premier Capital Resources

Firm/ Company

1301 Seminole Blvd. Suite 152

Address

Largo, FL 33770

City/ State and Zip Code

gator2000grad@yahoo.com

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

For further information concerning this matter, please call:

Lokesh James

Name of Contact Person

at (727) 481-3290

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Premier Capital Resources, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P09000029580

(Document Number of Corporation (if known))

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

*(Principal office address **MUST BE A STREET ADDRESS**)*

C. Enter new mailing address, if applicable:

*(Mailing address **MAY BE A POST OFFICE BOX**)*

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

_____, Florida

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

*_____
Signature of New Registered Agent, if changing*

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
VP	Brett M. Harding	8140 Honeybee Lane Tampa, FL 33635	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

Brett M. Harding shares has been transferred to Lokesh James.

Lokesh S. James now owns 100% of shares.

Please update "Article IV" of the Articles of Incorporation

The date of each amendment(s) adoption: July 10, 2009

(date of adoption is required)

Effective date if applicable:

(no more than 90 days after amendment file date)

Adoption of Amendment(s)

(CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval


by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated July 16, 2009

Signature


(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Lokesh S. James

(Typed or printed name of person signing)

President

(Title of person signing)

Partnership Dissolution Agreement

THIS AGREEMENT made as of Friday July 10, 2009 between Lokesh S. James ("James") and Brett M. Harding ("Harding").

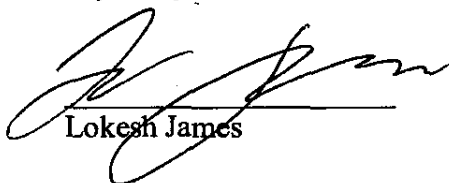
WHEREAS the parties hereto (the "Partners") entered into a partnership with one another on May 11, 2009 (the "Partnership") to carry on the business of a sales center/collections agency (Premier Capital Resources) from premises 1301 Seminole Blvd, Suite 152, Largo, FL 33770.

AND WHEREAS the partners now wish to dissolve the Partnership:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained and subject to terms and conditions hereafter set out, the parties hereto agrees as follows:

1. The Partners agree to dissolve the Partnership effective Friday July 10, 2009.
2. Effective the Dissolution Date, all of the assets of the Partnership will be distributed to the Partners pro rate in accordance with their respective interests in the Partnership, (100% James, 0% Harding) and all of the liabilities of the Partnership, will be assumed by the Partners pro rata in the same proportion.
3. Partner Harding agrees to sell ALL of his shares to continuing Partner James in return for James forgiving all personal loans he made to Harding.
4. Partner Harding will release ALL assets including passwords belonging to Premier Capital/James and not use for personal reasons.
5. Each Partner hereby indemnifies and saves harmless the other Partner from and against any claims, demands, actions, losses and damages suffered by such Partners resulting from the failure of the Partner to pay and discharge any portion of any Partnership liability which such Partner has assumed by virtue of this Agreement.
6. The Partners hereby release and forever discharge one another ^{From BM} ~~from~~ any and all claims, demands, action, losses and damages whatsoever arising from or relating to the Partnership, with the exception of any claims, demands, actions, losses and damages arising from or resulting from the terms and conditions of this Agreement.
7. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year written above.


Lokesh James


Brett Harding