


**STATE OF ALABAMA**

**DOMESTIC LIMITED LIABILITY COMPANY  
AMENDMENT TO FORMATION/ORGANIZATION**

**PURPOSE:** In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

**INSTRUCTIONS:** Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of \$50.00 for standard processing or \$150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at [www.sos.alabama.gov](http://www.sos.alabama.gov) under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

  
20120517000176490 1/4 \$81.00  
Shelby Cnty Judge of Probate, AL  
05/17/2012 03:02:56 PM FILED/CERT

**(For County Probate Office Use Only)**

**This form must be typed or laser printed.**

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

NEW CENTURY BUSINESS SERVICES, LLC

2. The date the Certificate of Formation was filed in the county: 01 / 24 / 2011 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 002 - 489 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at [www.sos.alabama.gov](http://www.sos.alabama.gov) under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

**(For SOS Use Only)**

This form was prepared by: (type name and full address)

Carlos J. Calero  
2 Riverchase Office Plaza Suite 126  
Hoover, AL 35244

## DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: N/A

**Attach a listing if necessary.**

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State **must** be attached.]

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 05 / 15 / 2012 (format MM/DD/YYYY):

Monica Orejuela sold to Carlos J. Calero her 50% of her participation in this Company.

Carlos J. Calero will have 100% of the Capital of this Company

Carlos J. Calero still acting as a President for all efects

☐ Additional Amendments and the dates on which they were adopted are attached.

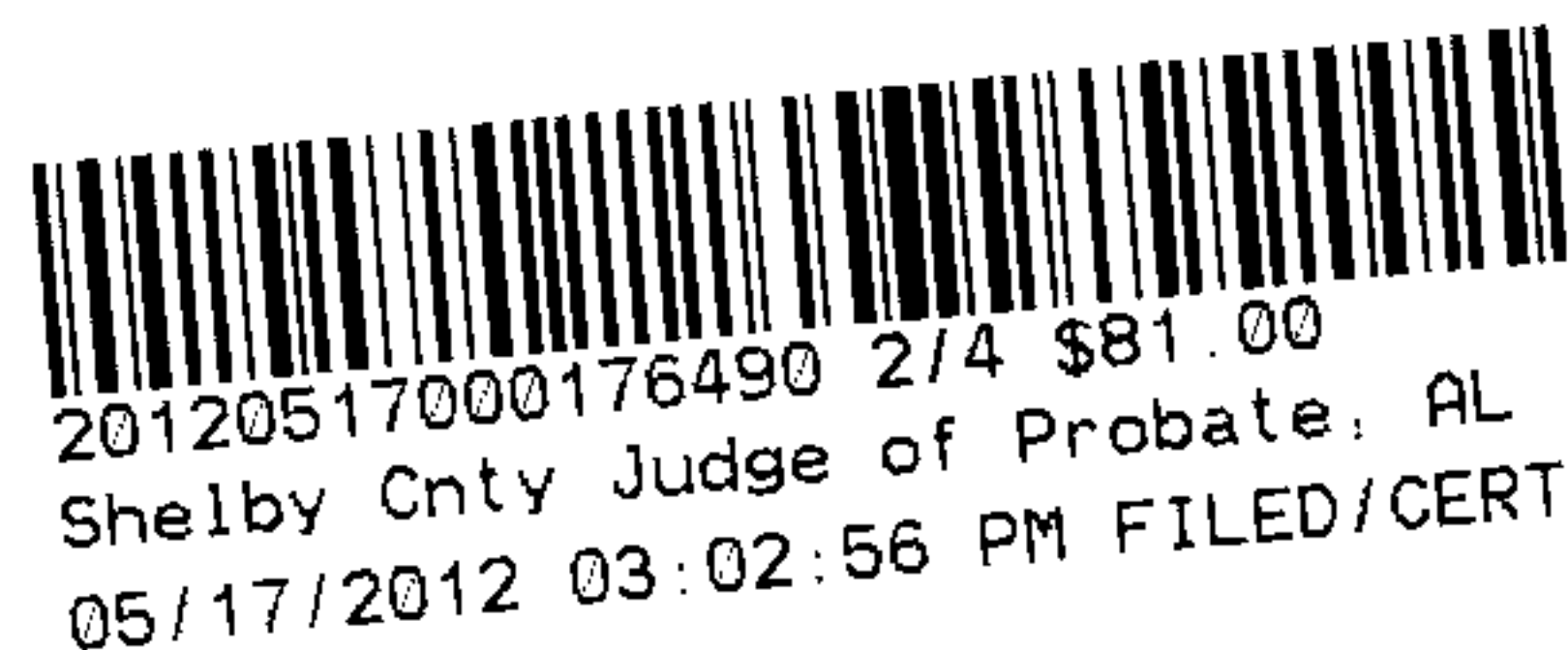
6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of 1975* and the governing documents of this entity.

05 / 15 / 2012  
Date (MM/DD/YYYY)

CARLOS J. CALERO  
Signature as required by 10A-5-2.04

Carlos J. Calero  
Typed Name of Above Signature

President  
Typed Title/Capacity to Sign under 10A-5-2.04





STATE OF ALABAMA

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COUNTY OF SHELBY

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Shelby Cnty Judge of Probate, AL  
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SALES CONTRACT (INVOICE)

**THIS SALES CONTRACT** is made and entered into on this **15<sup>th</sup>** day of **May, 2012** by and between, **CARLOS J CALERO** a resident of Helena, Alabama (hereinafter referred to as the "Buyer"), and **MONICA OREJUELA**, residents of Helena, Alabama, (hereinafter referred to as the "Seller"); and

**WHEREAS**, the Seller is the owner of the 50% of this Accounting and Tax Firm by the name of **NEW CENTURY BUSINESS SERVICES, LLC** situated at **2 Riverchase Office Plaza Suite 126 Hoover, AL 35244**; and

**WHEREAS**, it is the Seller's desire to sell the 50% of the shares of the Accounting and Tax Firm and the contents thereof together with certain furniture and equipment and it is the Buyer's desire to purchase the same which is together with all goods, and good will [**attached hereto as Exhibit "A"**].

**NOW, THEREFORE**, in consideration of their mutual promises, agreements and covenants contained herein; it is mutually covenanted, promised and agreed by and between the parties hereto as follows:

1. **EFFECTIVE DATE.** This Sales Contract shall become effective upon the date of execution hereof as evidenced by the parties' signatures hereon.
2. **AMMOUNT OF SALE.** The Buyer [**CARLOS J CALERO**] is to pay to Seller [**MONICA OREJUELA**] the sum of **One Thousand** U.S. Dollars (**\$1,000,00**). The Buyer agree to pay in May 15, 2012, the sum of **One Thousand** U.S. Dollars (**\$1,000,00**).
3. **TRANSFER OF LEASE.** Buyer is hereby obligated and authorized to transfer the lease on the building located at **2 Riverchase Office Plaza Suite 126 Hoover, AL 35244** into Buyer's name and does hereby hold Seller harmless for any further building lease payments payable to McConnel White & Terry (the "Lessor" of the building located at **2 Riverchase Office Plaza Suite 126 Hoover, AL 35244**). The Seller agrees to execute any documents that are necessary and/or required by the Lessor to accomplish said transfer.
4. **TRANSFER OF UTILITIES.** Buyer is hereby obligated to transfer all utilities, including but not limited to, electricity, gas, water, and cable into the Buyer's name and does hereby hold Seller harmless for any further liability for utility payments due on the subject building located at **2 Riverchase Office Plaza Suite 126 Hoover, AL 35244**. The Seller

CJC [Signature] / MO [Signature]

agrees to execute any documents that are necessary and/or required by the Lessor or any of the utility companies to accomplish said transfer.

5. **FURNITURE AND EQUIPMENT WARRANTY.** Seller hereby warrant that all equipment and fixtures sold to Buyer as is, at the time of the execution of this agreement, in good working order. Buyer also hereby acknowledges that Buyer has inspected said furniture, equipment and fixtures and that the same is in good working order. Buyer hereby acknowledges that said equipment and fixtures are sold "**AS IS**" and that Buyer is hereinafter responsible for all upkeep and repair of any and all equipment sold to Buyer.
6. **PAYMENT OF TAXES.** Buyer shall hereafter be responsible for paying all sales tax, payroll tax, property tax, income tax, and other kind of business taxes due from operation of the Accounting and Tax Firm after **May 15<sup>th</sup>, 2012**. Sellers are responsible for all sales tax, payroll tax, property tax, income tax, and other kind of business taxes *prior to May 16<sup>th</sup>, 2012*.
7. **ENTIRE AGREEMENT.** This Sales Contract represents the entire agreement between the parties and said agreement shall not be altered or amended except by written agreement between the parties.


**IN WITNESS WHEREOF**, the parties have executed this agreement on this the **15<sup>th</sup> day of May, 2012**.

**BUYER:**

CARLOS J. CALERO  
**CARLOS J CALERO**

**SELLERS:**

Monica Orejuela  
**MONICA OREJUELA**

  
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