

Division of Corporations

H13000107536

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FLORIDA LIMITED LIABILITY CO.

Rhodes Tucker Garretson & Phoenix Chartered

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ARTICLE VI

The Company may adopt an operating agreement that conforms to these articles by unanimous consent of the Members at the time of adoption ("Operating Agreement"). This article controls all contradictory provisions of the other articles. If any, The Operating Agreement may not contravene any of these articles. Each Operating Agreement section, subsection or paragraph that cannot reasonably be construed to conform to these articles is stricken as if it had never been adopted into the Operating Agreement so that the Operating Agreement does not contravene these articles. The Operating Agreement may address matters these articles do not specifically preclude, and the Members may amend the Operating Agreement according to the Operating Agreement's terms.

No reference in these articles to the Members' rights to incorporate or provide for certain rights, duties, preferences, limitations, conditions or other clauses in the Operating Agreement (by phrases like "as otherwise provided in the Operating Agreement", "as expressed in the Operating Agreement," or "in accordance with the Operating Agreement") allows any of those clauses to otherwise contravene any of these articles.

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ARTICLE VII

The Member's membership interests in the Company are of two classes. One class of membership interests maintains voting rights proportional to each Member's membership interests. All of the Company's equity, profits and losses will be allocated and distributed in accordance with the Operating Agreement. This class is known as the "Full Partnership Class."

The other class of membership interests has no voting rights, no rights to equity, profit or losses, nor any other rights, except those specifically provided in these articles, mandated under the *Florida Professional Limited Liability Act*, or mandated under the *Florida Limited Liability Act* for classes of this type. This class is known as the "Junior Partnership Class."

The membership interests of both classes may be further limited in that all membership interests, including every right in or to the membership interests, may be subject to the Company's rights of first refusal (if expressed in the Operating Agreement).

Pursuant to any offering the Company makes, each Member of the Full Partnership Class will have preemptive rights to purchase membership interests in cash pro rata based on the Member's membership interests in the Full Partnership Class in proportion to the collective membership interests of all the Members of the Full Partnership Class prior to the offering, except when admitting new Members by unanimous vote.

Members may not separately alienate rights contained within membership interests of either class, except as expressed in the Operating Agreement.

The Operating Agreement will contain mandatory cash call provisions relative to the Full Partnership Class as expressed in the Operating Agreement.

The membership interests are further limited in that all Members must be natural persons, citizens of the United States of America. If Members of the Full Partnership Class vote accordingly, all Members must consent to an election for the Company to be treated as an association taxable as a corporation within the meaning of *Subchapter S of the Internal Revenue Code of 1986*, as amended, ("*IRC*") by executing all documents necessary to effect the *IRC Subchapter S* election.

The membership interests will have no other limitations other than those specifically mandated by the *Florida Professional Limited Liability Company Act*, the *Florida Limited Liability Company Act* or as expressed in these articles or the Operating Agreement.

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ARTICLE VIII

The Company will distribute to the Members of the Full Partnership Class, prior to the 15th calendar day of the calendar month following the close of each calendar quarter, or as soon thereafter as possible, ("Tax Distribution Date") the amount that the Company will distribute to the Members of the Full Partnership Class pro rata based on each Member's membership interest in the Full Partnership Class in proportion to the collective membership interests of all the Members of the Full Partnership Class on each Tax Distribution Date. The amount the Company will distribute to all Members of the Full Partnership Class on each Tax Distribution Date must be 50% of the lesser of (i) the Net Cash Flow (as defined infra), if any; or (ii) the "Ordinary business income (loss)," as defined by and calculated in accordance with the IRC/Internal Revenue Code of 1986, as amended, ("IRC") or Department of the Treasury, multiplied by the highest income tax rate set forth in IRC 1 (but in no event less than \$0.00). The Members of the Full Partnership Class may forego or reduce the distribution for any particular Tax Distribution Date upon a unanimous vote taken within 30 calendar days of that particular Tax Distribution Date, but this article's distribution requirements will never be waived, estopped or otherwise altered by any preceding election to forego or reduce a distribution.

"Net Cash Flow" means the lesser of (i) the net change in the Company's cash balances during a calendar quarter calculated in accordance with generally accepted accounting principles; or (ii) the Company's cash balances at the end of a calendar quarter, less reasonable reserves for working capital and projected cash requirements, including projected expenses and contingent liabilities, but not including capital investments and reinvestments that are not necessary to the Company as a going concern, all calculated in accordance with generally accepted accounting principles as limited by the IRC.

Members of the Full Partnership Class may, by a majority vote of the Full Partnership Class, compel the Company to make distributions of specified amounts and property, and at specified times. Members of the Junior Partnership Class may not participate in any vote or distribution.

No withdrawing Member is entitled to receive any distribution or the value of the Member's membership interest as a result of withdrawal from the Company prior to the Company's liquidation, except as expressed in the Operating Agreement.

No Member is entitled to the return of, or interest on, any capital contributions, except as expressed in the Operating Agreement.

ARTICLE IX

The Company will exist in perpetuity unless dissolved pursuant to the *Florida Professional Limited Liability Act*, the *Florida Limited Liability Company Act* or as expressed in the Operating Agreement.

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ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT OF
Rhodes Tucker Garretson & Phoenix Chartered

The undersigned hereby accepts the appointment as registered agent as designated in the Articles of Organization that this acceptance accompanies or follows. The undersigned is familiar with and accepts the obligations mandated by Chapter 621, Florida Statutes that are associated with the appointment.

PFP Corporate Services LLC, a limited liability company
formed under the laws of the State of Florida,

By: 
Charles PT. Phoenix, its Manager

State of Florida)
County of Lee)

I, hereby certify that before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Deborah A. Miller, Manager of PFP Corporate Services LLC, on behalf of PFP Corporate Services LLC, and she/he is known to me to be the person who executed this Acceptance of Appointment as Registered Agent.

Witness my hand and official seal this 13th day of May 2013.


Notary: Karen Vosganian



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Rhodes Tucker Garretson & Phoenix Chartered

The Initial Managing Members of the limited liability company named above are:

Rahul Pagidipati

Charles PT Phoenix

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