

L14000053863

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

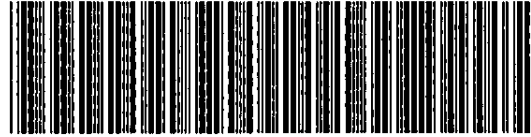
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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14 MAR 28 PM 12:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

J. Stivers APR 02 2014

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 14, 2014

CHARLES PT PHOENIX, ESQ
2407 PERIWINKLE WAY SUITE 6
SANIBEL, FL 33957

SUBJECT: RAWLINGS GOLD LLC
Ref. Number: W14000016730

We have received your document for RAWLINGS GOLD LLC and your check(s) totaling \$150.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

There is no statutory authority for a domestic company to domesticate.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Justin M Shivers
Regulatory Specialist II
Registration/Qualification Section

Letter Number: 414A00005646



11 March 2014

Via USPS Express Priority Mail To:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Rawlings Gold LLC – Articles of Domestication

Dear Sir/Madam,

Enclosed for filing with the State of Florida are articles of domestication for Rawlings Gold LLC together with the filing in the amount of \$150.00.

Please contact me with any further concerns.

Respectfully,

Deborah A Miller
Legal Assistant

Encl.

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: **Rawlings Gold LLC**

Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Articles of Domestication and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Charles PT Phoenix, Esq.

Name of Person

Rhodes Tucker Phoenix Chartered

Firm/Company

2407 Periwinkle Way Suite 6

Address

Sanibel, FL 33957

City/State and Zip Code

cptp@rhodestucker.com

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

For further information concerning this matter, please call:

Debbie Miller

Name of Person

at (**239**)

Area Code

472-1144

Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Articles of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

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

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is:
Rawlings Gold LLC

(Enter Name of Other Business Entity)

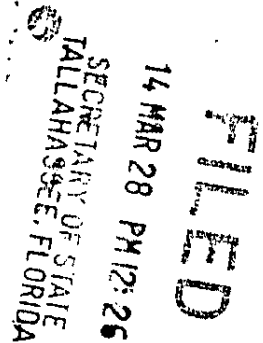
2. The "Other Business Entity" is a limited liability company
(Enter entity type. Example: corporation, limited partnership,
general partnership, common law or business trust, etc.)

First organized, formed or incorporated under the laws of the State of Delaware
on February 20, 2013
(date of organization, formation or incorporation) (Enter state, or if a non-U.S. entity, the name of the country)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:
Rawlings Gold LLC
(Enter Name of Florida Limited Liability Company)

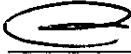
4. If not effective on the date of filing, enter the effective date: Filing
(The effective date: 1) cannot be prior to date of receipt or filed date nor more than 90 days after the date this document is filed by the Florida Department of State; **AND** 2) must be the same as the effective date listed in the attached Articles of Organization, if an effective date is listed therein.)

5. The plan of conversion has been approved in accordance with ss. 605.1041-605.1046.

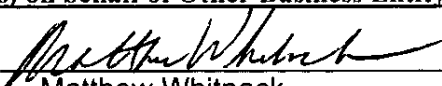


Signed this 27 day of March 2014.

Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: 
Printed Name: Charles PT Phoenix Title: Manager

Signature(s) on behalf of Other Business Entity: [See below for required signature(s).]

Signature: 
Printed Name: Matthew Whitnack Title: Member

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

If Florida Corporation:

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of ALL General Partners.

All others:

Signature of an authorized person.

Fees:

Articles of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

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14 MAR 28 PM 12:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION

For a Domestic Limited Liability Company

Pursuant to the laws of the State of Florida, to wit Chapter 605, Florida Statutes, the undersigned executes the following articles for purposes of amending and restating all articles now existing for the limited liability company described in Article I, below, (the "**Company**").

ARTICLE I

The name of the limited liability company is
Rawlings Gold LLC

ARTICLE II

The principal office will be located at
2407 Periwinkle Way, Suite 6
Sanibel, Florida 33957

The mailing address is
2407 Periwinkle Way, Suite 6
Sanibel, Florida 33957

ARTICLE III

The initial registered agent is
PFP Corporate Services LLC, a Florida
limited liability company

Service of process may be made on the
registered agent at
Islander Center
2407 Periwinkle Way, Suite 6
Sanibel, Florida 33957

ARTICLE IV

The **Company** may engage in any activity the
Florida Limited Liability Company Act
permits, as well as the other laws of the State
of Florida, subject always to limitations of all
other jurisdictions in which the **Company**
acts when acting within those jurisdictions.

ARTICLE V

This article controls all contradictory
provisions of the other articles, if any. The
Company may adopt an operating agreement
that conforms to these articles by unanimous
consent of the **Company's** members at the
time of adoption ("**Operating Agreement**").
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, elections 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 or the *Florida Limited
Liability Company Act* ("**Governing
Documents**" refers to the *Florida Limited
Liability Company Act*, these articles, and the
Operating Agreement, collectively).

ARTICLE VI

Upon the majority vote, or written,
affirmative consent, of all of the **Company's**
members, the members will appoint at least
1, but no more than 2, corporeal persons to
direct the **Company's** activities in accordance
with the **Governing Documents** (each a
"**Manager**"). The **Company's** members may
remove any **Manager** at any time in
accordance with the **Governing Documents**.
The **Company's** members may be (or may

become) **Manager's** (and vice versa). No **Manager** has any rights other than those expressly stated in (or allowed by) the **Governing Documents**, unless a particular **Manager** is also a member or also holds another office related to the **Company**, but those rights or preferences only relate to the **Manager** strictly in those capacities.

ARTICLE VII

The **Company's** membership interests may be limited in that all membership interests, including every right in or to the membership interests, may be subject to the **Company's** or the members' rights of first refusal if expressed in the **Governing Documents**.

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

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

The members, by a unanimous vote, may include mandatory cash call provisions in the **Operating Agreement**.

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

ARTICLE VIII

The **Company** will distribute to the **Company's** members, 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 pro rata based on each member's membership interest in proportion to the collective membership interests of all the members on each **Tax Distribution Date**. The amount the **Company** will distribute to all of the members on each **Tax Distribution Date** must be the lesser of:

- the "Ordinary business income (loss)," as defined by and calculated in accordance with the *Internal Revenue Code of 1986, as amended*, ("**IRC**") on Department of the Treasury, Internal Revenue Service Form 1065, U.S. Return of Partnership Income multiplied by the highest income tax rate set forth in **IRC 1** (but in no event less than \$0.00); or
- 50% of the lesser of:
 - the net change in the **Company's** cash balances during a calendar quarter calculated in accordance with generally accepted accounting principles; or
 - 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**.

The members 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.

The members may, by a majority vote, compel the **Company** to make distributions of specified amounts and property, and at specified times.

No member may receive capital contributions, distributions, or any other thing of value in the **Company's** care, custody or control for any reason, whether or not originally belonging to, or in the possession of, that member, except as expressed in these articles or the **Operating Agreement**.

ARTICLE IX

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

ARTICLE X

The **Company** will clearly stamp all documents evidencing the **Company's** membership interests with legends indicating that the membership interests are issued subject to certain restrictions on transferability as stated in these articles or the **Operating Agreement**; in reliance upon the existence of certain exemptions from federal and state securities laws, and with other rights, limitations, preferences and elections as expressed in these articles or the **Operating Agreement**.

ARTICLE XI

The **Company's** members may admit additional members to the **Company** upon the written consent of the members representing a majority of the **Company's** membership interests.

ARTICLE XII

The **Company's** members may amend,

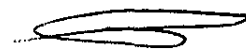
supersede or repeal these articles, but only upon the unanimous vote, or written, affirmative consent, of all of the members, except that members may amend, supersede or repeal Article II or Article III upon the majority vote, or written, affirmative consent, of all of the members. The **Company's** managers may not amend, supersede or repeal any of these articles.

ARTICLE XIII

Upon filing these articles with the Florida Department of State, Division of Corporations, all articles predating these 13 articles incorporated into this document entitled "Amended and Restated Articles of Organization For a Domestic Limited Liability Company" are repealed and superseded in their entireties and have no further application or effect, except as required under *Florida Limited Liability Company Act* or these 13 articles.

ACKNOWLEDGMENT

Except to the extent I have done so in writing and with knowledge, I, the **Company's** authorized representative, execute these articles on this day without personally assuming or ratifying any contracts or promises made on the **Company's** behalf by any person or entity prior to this date, if any.



Charles PT Phoenix
7 March 2014

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**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT OF
Rawlings Gold LLC**

The undersigned hereby accepts the appointment as registered agent as designated in the attached articles. The undersigned is familiar with and accepts the obligations mandated by *Chapter 605, Florida Statutes* that are associated with the appointment.

PFP Corporate Services LLC
a Florida limited liability company

By: *Deborah A. Miller*
Deborah A. Miller, its Manager
7 March 2014

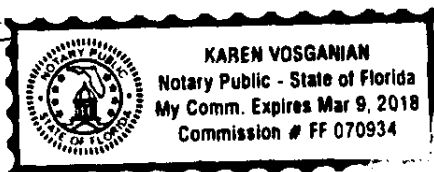
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TALLAHASSEE, FLORIDA

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 is known to me to be the person who executed this Acceptance of Appointment as Registered Agent.

Witness my hand and official seal this 7 day of March 2014.

Karen Vosganian
Notary:



The remainder of this page is intentionally blank (this sentence is not part of any article).

Rawlings Gold LLC

The initial **Managers** of the limited liability company named above are:

Charles PT Phoenix

Matthew Whitnack

In accordance with the *Florida Limited Liability Company Act*, the limited liability company's articles of organization, and the limited liability company's operating agreement, these initial **Managers** may be removed from office and other persons may be appointed as **Managers**.

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