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B. BOSNICK  
MAY - 6 2014  
EXAMINER

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Americana Mint Holdings LLC  
(Name of Resulting Florida Limited Company)

The enclosed Articles of Conversion, Articles of Organization, and fees are submitted to convert an "Other Business Entity" into a "Florida Limited Liability Company" in accordance with s. 605.1045, F.S.

Please return all correspondence concerning this matter to:

Charles PT Phoenix, Esq.

(Contact 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 notifications)

For further information concerning this matter, please call:

Debbie Miller

(Name of Contact Person)

at ( 239 ) 472-1144

(Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$150.00 Filing Fees  
(\$25 for Conversion  
& \$125 for Articles  
of Organization)

☐ \$155.00 Filing Fees  
and Certificate of  
Status

☐ \$180.00 Filing Fees  
and Certified Copy

☐ \$185.00 Filing Fees,  
Certified Copy, and  
Certificate of Status

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 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:  
Americana Mint Holdings 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 18, 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**:  
Americana Mint Holdings 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 \_\_\_\_\_ day of April 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: Matthew Whitnack  
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)

## 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  
**Americana Mint Holdings 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 15<sup>th</sup> 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.

#### 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  
8 April 2014

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**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT OF  
Americana Mint Holdings 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.

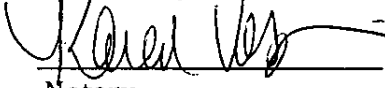
**PFP Corporate Services LLC**  
a Florida limited liability company

By:   
Deborah A. Miller, its Manager  
8 April 2014

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 8 day of April 2014.

  
Notary:



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**Americana Mint Holdings 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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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 23, 2014

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

SUBJECT: AMERICANA MINT HOLDINGS LLC  
Ref. Number: W14000025773

We have received your document for AMERICANA MINT HOLDINGS LLC, however, upon receipt of your document no check was enclosed. Please return your **document** along with a **check** or **money order** made payable to the Department of State for \$150.00.

The fees to file the Certificate of Conversion and Articles of Organization total \$150.00 (\$25 filing fee for the Certificate of Conversion, \$100 filing fee for the Articles of Organization, and \$25 for the Registered Agent Designation). Enclose an additional \$30 for each certified copy requested and an additional \$5 for each certificate of status requested.

Please return 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.

Barbara Bostick  
Regulatory Specialist II

Letter Number: 314A00008677

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