

L23000012045

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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(Business Entity Name)

(Document Number)

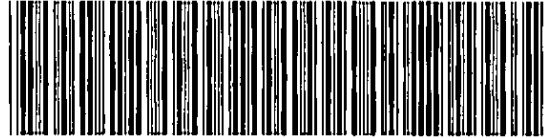
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TALLAHASSEE, FLORIDA

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## 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 LA-TX Energy, LLC.
2. The "Other Business Entity" is a limited liability company first organized, formed or incorporated under the laws of the State of Louisiana on April 29, 2022, bearing Charter No. 44913026K.
3. The name of the Florida Limited Liability Company as set forth in the attached Articles of Organization is LA-TX ENERGY, LLC.
4. The effective date is the date of filing.
5. The plan of conversion has been approved in accordance with all applicable statutes.
6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.
7. Upon this conversion becoming effective all membership interests in the Other Business Entity will be converted to and become membership interests in the Florida Limited Liability Company, in the same proportions.

Signed this 28 day of December 2022.

#### Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: [Signature]

Printed Name: Kevin D. Adams Title: Managing member

#### Signature(s) on behalf of Other Business Entity:

Signature: [Signature]

Printed Name: Kevin D. Adams Title: Managing member

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## ARTICLES OF ORGANIZATION

### **For Florida Limited Liability Company**

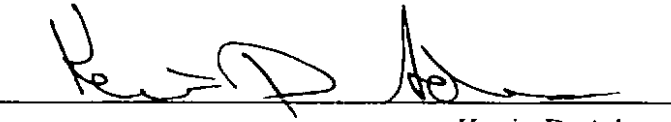
ARTICLE I - Name: The name of the Limited Liability Company is:

LA-TX ENERGY, LLC

ARTICLE II - Address: The street address of the principal office of the Limited Liability Company is 37 Abaco Lane, Inlet Beach, FL 32461. The mailing address of the principal office of the Limited Liability Company is 37 Abaco Lane, PO Box 611036, Rosemary Beach, FL 32461.

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:  
The name of the registered agent is Kevin D. Adams and the Florida street address of the registered office and agent is 37 Abaco Lane, Inlet Beach, FL 32461.

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..*

  
Kevin D. Adams

ARTICLE IV- The name and address of each person authorized to manage and control the Limited Liability Company:

Title:  
"AMBR" = Authorized Member  
"MGR" = Manager

MGR & AMBR

Name and Address:

Kevin D. Adams  
37 Abaco Lane  
Inlet Beach, FL 32461

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TALLAHASSEE, FLORIDA

ARTICLE V- Other provisions:

Management: The affairs of this limited liability company shall be managed by one or more managers who need not be members. The manager of this company is Kevin D. Adams who is

designated a certifying official of the company and shall have full authority, acting alone in each instance: to certify the managers and members of the company, to without limitation execute and grant contracts, leases, agreements, acts of sale, loans, mortgages and encumbrances all affecting both movable and immovable property, to take any actions referred to in Louisiana Revised Statutes 12:1318(B), to sign drafts and checks and conduct banking on behalf of the company and to take any other action and bind the company thereto. The company shall be fully bound by the actions of the manager acting alone in the same manner as if all managers and members approved such actions. Subject to the foregoing, as between the members, managers and the company, the authority of the managers, the manner of acting by the managers and restrictions on the actions of the managers may be as set forth in a written operating agreement and all managers shall be bound to abide thereby. In the absence of an operating agreement the company and its managers and members shall be governed by the provisions of the Louisiana limited liability company act, subject to these Articles which shall take precedence.

**Members:** The initial members and owners of this company shall be as set forth in writing by the initial manager(s). Thereafter, except as may be set forth in a written operating agreement of the company: (i) the signature of all the managers and members shall be required and sufficient to admit or acknowledge any person as a member of the company, to approve the withdrawal of a member or the transfer of any membership interest and no member shall have any right to seek dissolution, liquidation, receivership, partition, or bankruptcy under any state or federal law including but not limited to Louisiana Revised Statutes 12:1334 et. seq. without the written consent of all members and managers, (ii) the membership interests shall be nontransferable without the written consent of all members and managers, (iii) manager(s) shall serve until death or resignation, (iv) if there is no manager the company shall be operated by its members unless and until a manager or managers are appointed by the members, (v) the members shall act by majority vote by their percentage interest in company profits, and (vi) the company shall exist in perpetuity and shall not dissolve by operation of law due to the absence of any members; if there is no member then the heirs, successors or assigns of the last existing member(s) shall be vested with all of the rights of (but no obligations of) a member until and unless they in writing accept status as a member.

**Limitation on Liability:** The managers and members shall not be personally liable or bear any responsibility whatsoever for any of the debts, obligations, or liabilities of this company. As provided by LA R.S. 12:1320, the liability of members, managers, employees, or agents, as such, of this company shall at all times be determined solely and exclusively by the provisions of LA R.S. 12:1301 et. seq. and not under any other statutory, administrative, judicial or other laws, rules, regulations, decisions or doctrines. The Company shall not be liable for any debt, obligation or liability of any of its members or managers and no assets or properties of the company shall be subject to seizure, garnishment, sequestration or any lien or levy filed against any members or managers or to satisfy the debts, obligations or liabilities thereof. The income tax treatment and classification, filing elections and conventions selected by the company constitute a tax reporting convention and shall not in any manner affect the status of the company as an entity separate and apart from its members. All persons doing business with this company are placed on notice of the limitation of liability provisions hereof and as may be further provided by law.

**Separateness of Company:** The managers and members shall cause the company to conduct its business and operations separate and apart from that of any manager or member or any of their affiliates, including, without limitation, (i) segregating company assets and not allowing funds or other assets of the company to be commingled with the funds or other assets of, held by, or registered in the name of, any manager or member or any of their affiliates, (ii) maintaining books and financial records of the company separate from the books and financial records of manager or member or any of their affiliates, (iii) observing all company procedures and formalities, including, without limitation, maintaining minutes of any company meetings and acting on behalf of the company only pursuant to due authorization, (iv) causing the company to pay its liabilities from assets of the company, and (v) causing the company to conduct its dealings with third parties in its own name and as a separate and independent entity.


**Indemnification:** Each manager and member shall be indemnified for judgments, settlements, penalties, fines, or expenses incurred because he or she is or was a manager or member. However, this limitation on liability shall not apply to the liability for the amount of a financial benefit received as a result of an intentional violation of a criminal law. This provision is intended to provide the full limitation of liability and indemnification for allowed under Louisiana Revised Statutes 12:1315 and any successor provisions. This indemnification may be modified by written agreement between the Company and any such indemnified manager or member.

REQUIRED SIGNATURE:

A handwritten signature in black ink, appearing to read "Keith D. Adams", is written over a horizontal line.

Signature of a member or an authorized representative of a member

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

A handwritten signature in black ink, appearing to read 'Kevin D. Adams', is written over a horizontal line.

Kevin D. Adams