

L2000259914

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

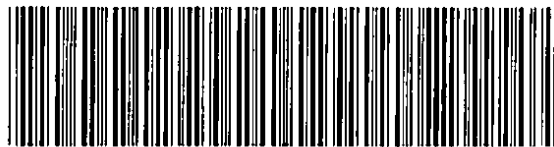
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

✓

Office Use Only



500418064855

12/07/23--01001--010 \*\*55.00

RECEIVED  
2023 DEC -7 AM 10:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## COVER LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Creating Memories Daily LLC

Name of Florida Limited Liability Company

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

Please return all correspondence concerning this matter to:

Alexander Salomon

Contact Person

Creating Memories Daily LLC

Firm/Company

11214 Madison Park Drive

Address

Tampa, FL 33625

City, State and Zip Code

alexandersalomon02@gmail.com

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

For further information concerning this matter, please call:

Alexander Salomon

at ( 813 ) 510-0737

Name of Contact Person

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee  
and Certificate of  
Status

☐ \$55.00 Filing Fee  
and Certified Copy

☐ \$60.00 Filing Fee,  
Certified Copy, and  
Certificate of Status

**Mailing Address:**

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

**Street Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

CR2E106 (05/17)

**Articles of Conversion**  
For  
**Florida Limited Liability Company**  
Into  
**“Converted or Other Business Entity”**

The Articles of Conversion is submitted to convert the following **Florida Limited Liability Company into an “Other Business Entity”** in accordance with s. 605.1045, Florida Statutes.

1. The name of the Florida Limited Liability Company converting into the “Other Business Entity” is:

Creating Memories Daily LLC  
\_\_\_\_\_  
Enter Name of Florida Limited Liability Company

2. The name of the “Converted or Other Business Entity” is:

Creating Memories Daily LLC  
\_\_\_\_\_  
Enter Name of “Converted or Other Business Entity”

3. The “Converted or Other Business Entity” is a Limited Liability Company  
(Enter entity type. Example: corporation, limited partnership, sole proprietorship, general partnership, common law or business trust, etc.)

organized, formed or incorporated under the laws of Wyoming  
(Enter state, or if a non-U.S. entity, the name of the country)

The formation document is attached (if applicable).

4. The plan of conversion was approved by the converting Florida Limited Liability Company in accordance with Chapter 605, F.S.

5. This conversion shall be effective in Florida on: the date this document is filed  
(The effective date: 1) cannot be prior to 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 of the conversion under the laws governing the “Other Business Entity.”)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document’s effective date on the Department of State’s records.

6. If the "Converted or Other Business Entity" is an out-of-state entity not registered to transact business in Florida, the "Converted or Other Business Entity":

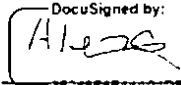
a.) Lists the following street and mailing address of an office the Florida Department of State may send and process served on the department pursuant to 605.0117 and Chapter 48.

Street Address: \_\_\_\_\_  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

7. 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.

Signed this 6th day of December, 20<sup>23</sup>

Signature:  \_\_\_\_\_  
DocuSigned by: 30243F0F34A04DE Must be signed by a Member or Authorized Representative

Printed Name: Alexander Salomon Title: Member

**Fees:** Filing Fee: \$25.00  
Certified Copy: \$30.00 (Optional)  
Certificate of Status: \$5.00 (Optional)

**PLAN OF CONVERSION  
OF  
CREATING MEMORIES DAILY LLC  
(a Florida limited liability company)  
TO  
CREATING MEMORIES DAILY LLC  
(a Wyoming limited liability company)**

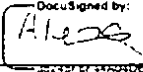
This **PLAN OF CONVERSION** is made as of December 6, 2023 pursuant to the provisions of Section 605.1042 of the Florida Revised Limited Liability Company Act (the “**Act**”) whereby **CREATING MEMORIES DAILY LLC**, a Florida limited liability company (the “**FL LLC**”) hereby certifies as follows relating to the conversion of **CREATING MEMORIES DAILY LLC**, a Wyoming limited liability company (the “**WY LLC**”):

1. The name of the FL LLC is Creating Memories Daily, a Florida limited liability company, filed on August 21, 2020, effective August 21, 2020.
2. The FL LLC elects to convert into Creating Memories Daily, a Wyoming limited liability company.
3. Upon the Effective Date of the conversion, each membership unit of the FL LLC held by the sole member of the FL LLC shall, by virtue of the conversion and without any action on the part of such sole member, be converted into one (1) membership interest unit of the WY LLC.
4. Attached hereto as Exhibit A are the proposed articles of organization of the WY LLC.
5. Attached hereto as Exhibit B is the proposed operating agreement of the WY LLC.
6. The conversion shall be effective as of the date of the filing of the articles of conversion (the “**Effective Date**”).

[Signatures on the following page.]

**IN WITNESS WHEREOF**, this Plan of Conversion is executed as of the date first written above on behalf of the FL LLC by the undersigned manager thereof.

**CREATING MEMORIES DAILY LLC**

By:  \_\_\_\_\_  
Name: Alexander Salomon  
Title: Manager

**EXHIBIT A**

**ARTICLES OF ORGANIZATION**

# Limited Liability Company Instructions



Wyoming Secretary of State

Herschler Building East, Suite 101 ♦ 122 W 25<sup>th</sup> Street ♦ Cheyenne, WY 82002-0020

307.777.7311 ♦ [Business@wyo.gov](mailto:Business@wyo.gov)

## Before Filing Please Note

- ☐ Pursuant to W.S. 17-29-108, the name must include the words "Limited Liability Company," or its abbreviations "LLC," "L.L.C.," "Limited Company," "LC," "L.C.," "Ltd. Liability Company," "Ltd. Liability Co.," or "Limited Liability Co."
- ☐ Under the circumstances specified in W.S. 17-28-104(e), **an email address is required.**
- ☐ **Filing fee of \$100.00.** Visa or MasterCard payment available for online filings only. To file online, visit: <https://wyobiz.wyo.gov>. Make check or money order payable to Wyoming Secretary of State for paper filings.
- ☐ **Annual reports are due every year** on the first day of the anniversary month of formation. If not paid within 60 days of the due date the entity will be subject to dissolution.
- ☐ Please review the form prior to submission. **The Secretary of State's Office is unable to process incomplete forms.**



## You're Ready to Mail in Your Documents!

- ◆ **Processing time is up to 15 business days** following the date of receipt in our office.
- ◆ Wyoming statutes do not allow for expedited filing at this time. Your filing will be processed in the order it is received.
- ◆ You can visit our website at <http://wyobiz.wyo.gov> to see what day is currently being processed.

## Additional Contact Information

- ◆ **Department of Revenue** (Sales and Use Tax Information)
  - Ph. 307.777.5200 OR <https://revenue.state.wy.us/>
- ◆ **Department of Workforce Services** (Workers' Compensation or Unemployment Insurance)
  - Ph. 307.777.8650 OR <http://www.wyomingworkforce.org/>
- ◆ **Internal Revenue Service** (Tax ID Information)
  - <https://www.irs.gov/Filing>




**Wyoming Secretary of State**

Herschler Building East, Suite 101  
122 W 25th Street  
Cheyenne, WY 82002-0020  
Ph. 307.777.7311  
Email: [Business@wyo.gov](mailto:Business@wyo.gov)

For Office Use Only

## Limited Liability Company Articles of Organization

1. Name of the limited liability company:

Creating Memories Daily LLC

2. This entity elects to be a close limited liability company: ☐
*(Refer to the Close Limited Liability Supplement for more information W.S. 17-25-101-W.S 17-25-109.)*

3. Name and physical address of its registered agent:

*(The registered agent may be an individual resident in Wyoming or a domestic or foreign business entity authorized to transact business in Wyoming. The registered agent must have a physical address in Wyoming. If the registered office includes a suite number, it must be included in the registered office address. A Drop Box is not acceptable. A PO Box is acceptable if listed in addition to a physical address.)*

Name: Capitol Corporate Services, Inc.

Address: 1720 Carey Ave, Ste 400, Cheyenne, WY 82001

4. Mailing address of the limited liability company:

11214 Madison Park Drive, Tampa, FL 33625

5. Principal office address:

11214 Madison Park Drive, Tampa, FL 33625

6. Certification. *(Please check the box to complete the required certification.)*


I consent on behalf of the business entity to accept electronic service of process at the required email address provided on the form under the circumstances specified in W.S. 17-28-104(e).

Signature:

DocuSigned by

Alexander Salomon

*(Shall be executed by an organizer.)*

Date:

12/06/2023

*(mm/dd/yyyy)*

Print Name: Alexander Salomon

Contact Person: Alexander Salomon

Daytime Phone Number: 813-510-0737

Email: alexandersalomon02@gmail.com

*(An email address is required. Email(s) provided will receive important reminders, notices and filing evidence.)*



Wyoming Secretary of State  
Herschler Building East, Suite 101  
122 W 25th Street  
Cheyenne, WY 82002-0020  
Ph. 307.777.7311  
Email: [Business@wyo.gov](mailto:Business@wyo.gov)

Consent to Appointment by Registered Agent

I, 

Capitol Corporate Services, Inc.

, registered office located at  
*(name of registered agent)*

1720 Carey Ave, Ste 400, Cheyenne, WY 82001

 voluntarily consent to serve  
*\*(registered office physical address, city, state, & zip)*

as the registered agent for 

Creating Memories Daily LLC

  
*(name of business entity)*

I hereby certify that I am in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

Signature: 

DocuSigned by  
  
302.436.0144

  
*(Shall be executed by the registered agent.)*

Date: 

12/06/2023

  
*(mm/dd/yyyy)*

Print Name: 

Krista Abair

 Daytime Phone: 

(800) 345 - 4647

Title: 

Assistant Secretary

 Email: 

regagent@capitol-services.com

  
*(An email address is required. Email(s) provided will receive important reminders, notices and filing evidence.)*

Registered Agent Mailing Address  
*(if different than above):*

**IMPORTANT:** If you are an existing registered agent and your existing address on record does not match what is provided on this form, a **Registered Agent Information Update** form is also required.



**Wyoming Secretary of State**  
Herschler Building East, Suite 101  
122 W 25th Street  
Cheyenne, WY 82002-0020  
Ph. 307.777.7311  
Email: [Business@wyo.gov](mailto:Business@wyo.gov)

For Office Use Only

**Notice of Entity Election**  
**Names and Addresses of Key Individuals**

In accordance with W.S. 17-28-104(d) **Creating Memories Daily LLC**  
*(Print Name of Business Entity)*

elects to provide the Wyoming Secretary of State with the names and addresses of its directors, officers, limited liability company managers, managing partners, trustees or persons serving in a similar capacity. The names, addresses and titles are listed below.

1. Print Name:	<input type="text" value="Alexander Salomon"/>	Print Title:	<input type="text" value="Manager"/>
Print Address:	<input type="text" value="11214 Madison Park Drive, Tampa, FL 33625"/>		
2. Print Name:	<input type="text"/>	Print Title:	<input type="text"/>
Print Address:	<input type="text"/>		
3. Print Name:	<input type="text"/>	Print Title:	<input type="text"/>
Print Address:	<input type="text"/>		
4. Print Name:	<input type="text"/>	Print Title:	<input type="text"/>
Print Address:	<input type="text"/>		
5. Print Name:	<input type="text"/>	Print Title:	<input type="text"/>
Print Address:	<input type="text"/>		
6. Print Name:	<input type="text"/>	Print Title:	<input type="text"/>
Print Address:	<input type="text"/>		

If additional space is needed for names, addresses and titles, please attach an additional sheet.

I hereby certify that the information contained in this document is true and correct.

Date:   
*(mm/dd/yyyy)*

Email:   
*(An email address is required. Email(s) provided will receive important reminders, notices and filing evidence.)*

Signature:   
*(Shall be executed by an authorized individual.)*

Print Name:

Title:

**Checklist**

- ☐ No Filing Fee
- ☐ Processing time is up to 15 business days following the date of receipt in our office.
- ☐ This information shall be kept current within 60 days of any change until the first annual report is filed and thereafter when the annual report is due for filing.
- ☐ Please review the form prior to submission. The Secretary of State's Office is unable to process incomplete forms.



**Wyoming Secretary of State**  
Herschler Building East, Suite 101  
122 W 25th Street  
Cheyenne, WY 82002-0020  
Ph. 307.777.7311  
Email: [Business@wyo.gov](mailto:Business@wyo.gov)

For Office Use Only

**Notice of Entity Election  
Communications Contact Person**

In accordance with W.S. 17-28-104(d) 

Creating Memories Daily LLC

*(Print Name of Business Entity)*

elects to provide the Wyoming Secretary of State with the name, business address and phone number of a natural person who is an officer, director, employee or designated agent authorized to be the communications contact person for this business entity.

1. Name and title of the natural person authorized to be the communications contact person:

Print Name: 

Alexander Salomon

Print Title: 

Manager

2. Business Address:

Print Address: 

11214 Madison Park Drive

Print City, State and Zip Code: 

Tampa, FL 33625

3. Daytime Phone Number: 

813-510-0737

4. I hereby certify that the information provided above is true and correct.

Date: 

12/06/2023

*(mm/dd/yyyy)*

Signature: 

*(Shall be executed by an authorized individual.)*

Email: 

alexandersalomon02@gmail.com

*(An email address is required. Email(s) provided will receive important reminders, notices and filing evidence.)*

Print Name: 

Alexander Salomon

Title: 

Manager

**Checklist**  
☐ **No Filing Fee**  
☐ **Processing time is up to 15 business days** following the date of receipt in our office.  
☐ The information listed on this form shall be kept current within 60 days of any change.  
☐ Please review the form prior to submission. **The Secretary of State's Office is unable to process incomplete forms.**

**EXHIBIT B**  
**OPERATING AGREEMENT**

**AMENDED AND RESTATED OPERATING AGREEMENT**  
**CREATING MEMORIES DAILY LLC**

This Amended and Restated Operating Agreement of **CREATING MEMORIES DAILY LLC**, a Wyoming limited liability company (the “**Company**”), is entered into on December 6, 2023, by those persons or entities set forth on **Exhibit A** hereto, which may be amended from time to time as set forth herein (each a “**Member**” and collectively the “**Members**”), and is amends and restates in its entirety the Operating Agreement of the Company dated December 6 , 2023.

1. **Name.** The name of the Company is CREATING MEMORIES DAILY LLC.
2. **Purposes and Powers.** The Company is organized for the purpose of engaging in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Wyoming.
3. **Term.** The Company shall commence upon the filing of the Company’s Articles of Organization in the Office of the Secretary of State of the State of Wyoming and shall continue until the Manager (as defined below) consents to the Company’s dissolution.
4. **Members; Capital Commitments; Membership Units.** The economic interests in the Company shall be represented by membership interest units (the “**Units**”). The Member’s interest in the Company, including the Member’s interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by the Member. The ownership of Units shall entitle the Member to allocations of income and loss and other items and distributions of cash and other property as set forth in this Agreement. Each Unit shall entitle the Member owning such Unit to one vote on any matter voted on by the Members as provided in this Agreement or as required by applicable law. The name, place of residence and capital commitment (“**Capital Commitment**”) to the Company of the Member and the number of Units held by the Member are set forth on **Exhibit A** attached hereto and incorporated herein by reference. Upon the consent of the Manager, the Company may issue additional Units, provided, however, that no person or entity shall become a Member unless and until such person or entity has explicitly accepted, assumed and agreed to be subject to and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended. The Member shall contribute the Member’s Capital Commitment to the Company upon the execution of this Agreement in accordance with **Exhibit A**. In no event shall the Member be required to contribute any amount in excess of the Member’s Capital Commitment as set forth on **Exhibit A**.
5. **Management.** The Company shall be managed by the Manager (the “**Manager**”) who shall be responsible for setting policies and procedures for the operation of the Company and the day-to-day operations of the Company. Except as set forth herein, the management and operation of the Company are vested exclusively in the Manager and the Manager shall have the power on behalf of and in the name of the Company to carry out and implement any and all of the objects and purposes of the Company. The Manager may, from time to time, delegate to one or more persons (including any Member, officer or employee of the Company) such authority and responsibility as the Manager may deem advisable. Any delegation pursuant to this section may

be revoked at any time by the Manager. Alexander Salomon is hereby designated as the initial Manager of the Company.

**6. Allocations and Certain Tax Matters.** A capital account will be maintained for the Member in accordance with the rules set forth in Treasury Regulation Section 1.704-1(b)(2)(iv). All income, gains, losses and expenses of the Company will be allocated (for capital accounting and income tax purposes) so as to cause the sum of (1) the Member's capital account, (2) the Member's share of "partnership minimum gain" (as defined in Treasury Regulation Section 1.704-2(b)(2)), and (3) the Member's "partner nonrecourse debt minimum gain" (as determined in accordance with Treasury Regulation Section 1.704-2(i)(3)), to be equal to the amount that would be distributed to the Member under this Agreement if the Company were to (a) liquidate the assets of the Company for an amount equal to the book value of such property as determined for capital account purposes as of the end of such fiscal period and (b) distribute the proceeds in accordance with the distribution provision of this Agreement.

**7. Distributions to Members.** To the extent available after meeting the financial obligations of the Company, and after providing any necessary reserves as determined by the Manager, the Company shall distribute cash and other assets to the Member in a manner determined by the Manager, at such times and on such terms and conditions as deemed appropriate by the Manager.

**8. Conversion.** At any time, the Manager shall have the power and authority to effect the conversion of the Company's business form from a limited liability company to (a) a Wyoming corporation, or (b) any form of foreign entity (any such conversion, a "**Conversion**").

**9. Liability of Members.** Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any other Member, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, the Member shall be liable only to contribute the Member's Capital Commitment to the Company as set forth on **Exhibit A**, subject to the terms and conditions of this Agreement. The Member, as such, shall not be required to lend any funds to the Company or to make any additional contribution of capital to the Company. The Member may, with the consent of the Manager, make loans to the Company, and any loan by the Member to the Company shall not be considered to be a capital contribution.

**10. Exculpation.** The Manager, the Manager's members, directors, officers and partners (collectively, the "**Manager Affiliates**") and the officers of the Company shall not be liable to the Member or any director, officer or partner of the Company for any conduct or actions, except for conduct or actions adjudged not to have been undertaken in good faith or to constitute recklessness, willful misconduct, gross negligence, a knowing violation of law or an intentional material breach of this Agreement. The Manager, the Manager Affiliates and officers of the Company may consult with counsel and accountants respecting Company affairs and shall be fully protected and justified in acting in accordance with the advice of counsel or accountants, provided they have been selected with reasonable care.

**11. Indemnification.** The Company shall indemnify, out of the assets of the Company only, the Manager, the Manager Affiliates and the officers of the Company, and their respective agents, to the fullest extent permitted by law and shall save and hold them harmless from and in respect of all (A) reasonable fees, costs, and expenses, including legal fees, paid in connection with or resulting from any claim, action, or demand against the Company, the Member, the Manager, the officers of the Company, or their respective agents that arise out of or in any way relate to the Company, the Company's properties, business or affairs and (B) such claims, actions, and demands and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such claim, action or demand; provided, however, that this indemnity shall not extend to conduct not undertaken in good faith nor to any conduct that constitutes recklessness, willful misconduct, gross negligence, a knowing violation of law or an intentional and material breach of this Agreement. Expenses incurred by any indemnified person in defending a claim or proceeding covered by this section shall be paid by the Company in advance of the final disposition of such claim or proceeding provided the indemnified person undertakes to repay such amount if it is ultimately determined that such person was not entitled to be indemnified. The provisions of this section shall remain in effect as to each indemnified person whether or not such indemnified person continues to serve in the capacity that entitled such person to be indemnified.

**12. Liquidation.** Upon termination, the Company shall be dissolved and wound-up. The Manager shall proceed with the orderly sale or liquidation of the assets of the Company and shall apply and distribute the proceeds of such sale or liquidation in the following order of priority, unless otherwise required by law: (A) first, to pay all expenses of liquidation; (B) second, to pay all creditors of the Company in the order of priority provided by law or otherwise; (C) third, to the establishment of any reserve that the Manager may deem necessary (such reserve may be paid over to an escrow agent); and (D) fourth, to the Member. A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Manager to minimize the losses attendant upon such liquidation.

**13. Amendments.** The terms and provisions of this Agreement may be modified or amended at any time and from time to time with the written consent of the Manager and the Member.

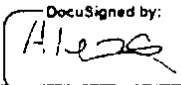
**14. Miscellaneous.** This Agreement constitutes the full, complete, and final operating agreement of the Company and shall be binding upon the heirs, personal representatives and other successors of the Member. This Agreement shall be construed in accordance with the internal laws of the State of Wyoming, without reference to such state's conflicts of law principles.

*[Signature page follows]*



**IN WITNESS WHEREOF**, this Amended and Restated Operating Agreement has been executed as of the date first above written.

**MEMBER:**

DocuSigned by:  
  
By: \_\_\_\_\_  
33245F6F44A0DE...  
Name: Alexander Salomon  
Title: Manager

**THE SECURITIES EVIDENCED BY THIS AMENDED AND RESTATED OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS PURSUANT TO SEC RULE 144 OR THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT COVERING SUCH SECURITIES OR THE COMPANY RECEIVES AN OPINION OF COUNSEL FOR THE HOLDER OF THESE SECURITIES REASONABLY SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE ACT.**

**EXHIBIT A**

**Creating Memories Daily LLC**

<b>Member Name &amp; Address</b>	<b>Capital Commitment</b>	<b>Units</b>
Alexander Salomon 11214 Madison Park Drive Tampa, FL 33625 <a href="mailto:alexandersalomon02@gmail.com">alexandersalomon02@gmail.com</a>	\$0	100