

L21000260673

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

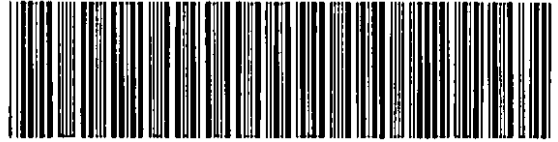
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only



300365629393

05/10/21--01040--013 \*\*155.00

2021 MAY 13 PM 1:54

FIL-10

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

Filing  
2021 MAY 10 PM 1:54

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:

GOLD COAST CAPITAL GROUP, LLC  
(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a LLC M15000007093  
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

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

on 8/6/15  
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:

Gold Coast Capital Group, LLC  
(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: \_\_\_\_\_.

**(The effective date: Cannot be prior to date of receipt or filed date nor more than 90 calendar days after the date this document is filed by the Florida Department of State.)**

**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.

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.

Signed this 5<sup>th</sup> day of May 20 21.

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

Signature of Authorized Representative: Cynthia Searns  
Printed Name: CYNTHIA SEARNS Title: Manager

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

Signature: Cynthia Searns  
Printed Name: CYNTHIA SEARNS Title: MANAGER

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 FLORIDA LIMITED LIABILITY COMPANY

## ARTICLE I - Name:

The name of the Limited Liability Company is:

GOLD COAST CAPITAL GROUP, LLC

(Must contain the words "Limited Liability Company, "L.L.C.," or "LLC.")

## ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

### Principal Office Address:

10257 Coconut Rd  
Estero, FL 34135

### Mailing Address:

10257 Coconut Rd  
Estero, FL 34135

## ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

William Faber  
Name

28176 Herring Way  
Florida street address (P.O. Box **NOT** acceptable)

Bonita Springs FL 34135  
City Zip

*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..*

[Signature]  
Registered Agent's Signature (REQUIRED)

(CONTINUED)

FILED  
2021 NOV 10 PM 1:56  
CLERK OF CIRCUIT COURT  
IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA

**ARTICLE IV-**

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

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

MSK

**Name and Address:**

Cynthia Scariati  
10257 Coconut Rd  
Estero FL 34135

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use attachment if necessary)

**ARTICLE V: Other provisions, if any.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUIRED SIGNATURE:**

Cynthia Scariati

**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.

CYNTHIA SCARIATI

Typed or printed name of signee

**Filing Fees**

**\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent**

**\$ 30.00 Certified Copy (Optional)**

**\$ 5.00 Certificate of Status (Optional)**

FILED  
2021 MAY 12 PM 1:54

**ARTICLES OF ORGANIZATION OF  
GOLD COAST CAPITAL GROUP, LLC**  
A NV Limited Liability Company  
(Pursuant to NRS 86.161)

The undersigned person(s) hereby form a limited liability company under the NV Limited Liability Company Act and adopt as the Articles of Organization of such limited liability company the following:

I. NAME. The name of the limited liability company shall be:

**GOLD COAST CAPITAL GROUP, LLC**

II. REGISTERED AGENT. The name and business address of agent for service of process in Nevada shall be:

**Nevada Corporate Headquarters, Inc.  
4730 S. Fort Apache Rd., Suite 300  
Las Vegas, NV 89147-7947**

III. DURATION. The period of its duration shall be perpetual from the date of filing of the Articles of Organization with the Secretary of State of the State of NV.

IV. MANAGEMENT OF THE COMPANY. This Company shall be managed by the Manager. Roy Zagarella has been named as Manager of this Company, by consent of the Members, and shall have all powers, duties and responsibilities as outlined in the Operating Agreement. Only the Manager or Managing Members can bind the Company, Non-Managing Members have no authority to bind it. The Manager, Member or Managing Member shall have the following official Mailing Address: P.O. Box 27740, Las Vegas, NV 89126.

V. PURPOSE. The purpose for which the limited liability company is organized shall be as follows:

The Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful business for which limited liability companies may be organized according to the laws of the State of Nevada, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to a limited liability company.

VI. BUSINESS CONTINUANCE. Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or occurrence of any other event which

terminates the continued membership of a member in the Company, the remaining members of the Company may continue the business of the Company upon unanimous agreement as provided in the Operating Agreement of the Company.

VII. ADDITION AND REMOVAL OF MEMBERS. Additional members may be admitted at such times and on such terms and conditions as all members may unanimously agree and as provided in the Operating Agreement of the Company. The members may be expelled or removed only in the manner provided in the Company's Operating Agreement.

VIII. INDEMNIFICATION. The Company shall indemnify an individual made a party to any proceeding that results from his or her relationship as a manager, officer, organizer, employee or agent of the Company against liability incurred in the proceeding if:

- A. He/she conducted himself/herself in good faith
- B. He/she reasonably believed that his/her conduct was in or at least not opposed to the Company's best interest and
- C. In the case of any criminal proceeding, he/she had no reasonable cause to believe his/her conduct was unlawful.

Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his/her conduct to be in the interests of the participants in and beneficiaries of such plan.

The Company shall pay for or reimburse the reasonable expenses incurred by a manager, officer, organizer, employee, or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:

- A. The individual furnishes the Company with a written affirmation of his/her good faith belief that he/she has met the standard of conduct described herein
- B. The individual furnishes the Company a written undertaking executed personally or on his behalf to repay the advance if it is ultimately determined that he/she did not meet the standard of conduct and
- C. A determination is made that the facts then known to those making the determination would not preclude indemnification under the law. The undertaking required by this paragraph shall be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make repayment.

The indemnification and advance of expenses authorized herein shall not be exclusive to any other rights to which any manager, officer, organizer, employee or agent may be entitled under any bylaw, agreement, and vote of members or disinterested managers or otherwise. The Articles of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled thereto. These Articles of Organization shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.

# MEMBERSHIP LISTING STATEMENT

OF

GOLD COAST CAPITAL GROUP, LLC

Pursuant to NRS 86.241(a) a current list of the full name and last known business address of each member and manager, separately identifying the member(s) in alphabetical order and the manager(s), if any, in alphabetical order must be maintained at the registered agent office in NV. Please complete and return this form to NCH, Inc.

Member(s) Name

Address

City, State, Zip

ROY ZAGARELLA

Manager(s) Name

Address

City, State, Zip

ROY ZAGARELLA

Dated this 6 day of August, 2015.

If this information should change, a replacement Membership Listing Statement must be mailed to NCH, Inc. within 30 days of the change. A duplicate Membership Listing Statement is located behind the tab Minutes, Meetings & Resolutions in the record book.



# SECRETARY OF STATE



## LIMITED LIABILITY COMPANY CHARTER

I, BARBARA K. CEGAVSKE, the Nevada Secretary of State, do hereby certify that **GOLD COAST CAPITAL GROUP, LLC** did on August 6, 2015, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on August 6, 2015.

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE  
Secretary of State

Certified By: Electronic Filing  
Certificate Number: C20150806-1438  
You may verify this certificate  
online at <http://www.nvsos.gov/>



NEVADA CORPORATE HEADQUARTERS

## NEVADA PERSONAL LIABILITY GUARANTEE ENROLLMENT FORM

The Nevada Corporate Headquarters (NCH) Nevada Personal Liability Guarantee ("Guarantee") is offered to customers subject to the following terms and conditions:

**ELIGIBILITY:** Eligibility for the Guarantee is dependent upon the covered company ("Company") fully complying with all the required activities outlined in the NCH Guarantee Checklist ("Checklist") within the required time frames.

**ENROLLMENT:** Company must enroll in the Guarantee program by completing and returning the Guarantee Enrollment Form to NCH within 30 days of receipt of the company record book.

**TIME FRAME:** The Guarantee is only available and effective if the Company has always been maintained in good standing and in compliance with the State of Nevada, and NCH at all times. This Guarantee is void immediately in the event of unpaid, past-due balances to NCH. Events prior to the Company's enrollment or after the termination of registered agent services with NCH are not covered by the Guarantee.

**NOT INSURANCE:** The Guarantee is not insurance, and is limited to reimbursement of reasonable and documented legal defense expenses incurred and paid by the Company as the direct result of Company's good faith defense against a claim which attempts to pierce the corporate veil in a court of competent jurisdiction in the United States.

**EXTENT OF GUARANTEE:** The Guarantee is activated only upon the successful piercing of the corporate veil of the Company which results in the owners, directors, officers, managers or members of the Company being held personally liable for the debts and contractual obligations that the Company has to third parties as determined by a court of competent jurisdiction in the United States.

**LIMITATIONS:** The following are exempt from claims under the Guarantee:

Claims against the Company made by or through the Internal Revenue Service, the Department of Justice, any governmental taxing authority, or governmental regulatory authority.

Claims asserted in connection with any bankruptcy proceeding.

Claims arising from or related to illegal or fraudulent activities, including improper conduct by the Company's owners, officers, directors, managers, members or agents.

Claims arising from the intentional misconduct or gross negligence of the Company's owners, officers, directors, managers, members or agents.

Claims in excess of \$100,000; in no event will coverage under the Guarantee exceed US \$100,000 for any Company.

**DOCUMENTATION:** In the event of a claim against the Guarantee, the Company will be required to provide valid documentation of: the timely and full completion of and compliance with each applicable Checklist activity, and the detailed legal expenses incurred and paid against which claim is being made under this Guarantee.

**SOLE RECOURSE:** The sole recourse of any Company against NCH under or related to the Guarantee shall be reimbursement for legal defense expenses as expressly outlined herein, and in no event shall NCH be deemed liable to the Company or any other person or entity for any other claims, benefits, damages, or expenses arising under or related to the Guarantee.

**NON TRANSFERABILITY:** The rights of or participation in the Guarantee by any Company is not transferable or assignable without the prior written consent of NCH.

**NO IMPLIED WARRANTY:** Except for the express representations and warranties contained herein, NCH makes no, and expressly disclaims, any warranty – either express or implied – with respect to the Guarantee.

**MODIFICATION/CANCELLATION:** NCH reserves the right to modify and/or terminate any of the terms and conditions of the Guarantee, including the right to terminate the Guarantee in whole or in part at any time and in the sole discretion of NCH.

**NO PARTNERSHIP:** No aspect of the Guarantee, or of the terms and conditions herein outlined, shall be deemed to create any partnership, joint venture or agency relationship between the Company and NCH.

**GOVERNING LAW:** The Guarantee, and these terms and conditions shall be governed by the laws of the State of Nevada, without regard to any conflict of law. Any action against NCH relating to the Guarantee must be brought in the state or federal courts located in Nevada. By participating in the Guarantee, the Company agrees to submit to the exclusive jurisdiction of such courts with respect to such action.

**VOID WHERE PROHIBITED:** The Guarantee is subject to all applicable laws, rules and regulations, and is void where prohibited. The Guarantee is not intended to, and does not cover any Company in any jurisdiction or country where such coverage or Company's participation in the Guarantee is contrary to or impermissible under any applicable law, rule or regulation.

Signature: 

Date: August 6th, 2015

Company: GOLD COAST CAPITAL GROUP, LLC

**BARBARA K. CEGAVSKE**  
Secretary of State

**KIMBERLEY PERONDI**  
Deputy Secretary for  
Commercial Recordings

STATE OF NEVADA



OFFICE OF THE  
SECRETARY OF STATE

Commercial Recordings & Notary Division  
202 N. Carson Street  
Carson City, NV 89701  
Telephone (775) 684-5708  
Fax (775) 684-7138  
North Las Vegas City Hall  
2250 Las Vegas Blvd North, Suite 400  
North Las Vegas, NV 89030  
Telephone (702) 486-2880  
Fax (702) 486-2888

MIKE FLETCHER  
5605 RIGGINS COURT, SUITE 200  
RENO, NV 89502

Work Order #: W2019082800445  
August 28, 2019  
Receipt Version: 1

Special Handling Instructions:

Submitter ID: 218

Charges

Description	Filing Number	Filing Date/Time	Filing Status	Qty	Price	Amount
Annual List	20190120952	8/28/2019 9:21:25 AM	Approved	1	\$350.00	\$350.00
Total						\$350.00

Payments

Type	Description	Payment Status	Amount
Credit Card	56700927348361130030	Success	\$350.00
Total			\$350.00

Credit Balance: \$0.00

MIKE FLETCHER  
5605 RIGGINS COURT, SUITE 200  
RENO, NV 89502



BARBARA K. CEGAVSKE  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)  
[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

# Annual or Amended List and State Business License Application



ANNUAL



AMENDED (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

**GOLD COAST CAPITAL GROUP, LLC**

NAME OF ENTITY

**NV20151470108**

Entity or Nevada Business  
Identification Number (NVID)

**TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT**

**IMPORTANT:** Read instructions before completing and returning this form.

Please indicate the entity type (check only one):

- ☐ Corporation  
☐ This corporation is publicly traded, the Central Index Key number is:
- ☐ Nonprofit Corporation (see nonprofit sections below)
- ☒ Limited-Liability Company
- ☐ Limited Partnership
- ☐ Limited-Liability Partnership
- ☐ Limited-Liability Limited Partnership
- ☐ Business Trust
- ☐ Corporation Sole

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E0377492015-2
Secretary State Of Nevada	Filing Number 20190120952
	Filed On 08/28/2019 09:21:25 AM
	Number of Pages 2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

## CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

- ☐ 001 - Governmental Entity
- ☐ 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

**For nonprofit entities formed under NRS chapter 80:** entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

- ☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.  
Exemption Code 002

**For nonprofit entities formed under NRS Chapter 81:** entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.

- ☐ Unit-owners' Association ☐ Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)

## For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

- ☐ No - no additional form is required
- ☐ Yes - the "Charitable Solicitation Registration Statement" is required.
- ☐ The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

**\*\*Failure to include the required statement form will result in rejection of the filing and could result in late fees.\*\***

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

GOLD COAST CAPITAL GROUP, LLC

**Nevada Business Identification # NV20151470108**

**Expiration Date: 08/31/2020**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 08/28/2019.

*Barbara K. Cegavske*

Certificate Number: B20190828180125

You may verify this certificate  
online at <http://www.nvsos.gov>

BARBARA K. CEGAVSKE  
Secretary of State

**2020 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# M15000007093

**Entity Name:** GOLD COAST CAPITAL GROUP, LLC

**Current Principal Place of Business:**

10257 COCONUT ROAD  
ESTERO, FL 34135

**Current Mailing Address:**

10257 COCONUT ROAD  
ESTERO, FL 34135 US

**FEI Number:** 47-5114868

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

FABER, WILLIAM  
28176 HERRING WAY  
BONITA SPRINGS, FL 34135 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** WILLIAM FABER

05/29/2020

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title MGR

Name SCARIATI, CYNTHIA G.

Address 10257 COCONUT ROAD

City-State-Zip: ESTERO FL 34135

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

**SIGNATURE:** CYNTHIA SCARIATI

MGR

05/29/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

[home](#)[about us](#)[questions](#)[contact](#)[order status](#)[search](#)

# Florida Document Filings™

Less time on paperwork, more time on your business.™



Florida Document Filings™ is not affiliated with the  
Florida Department of State or any federal,  
state or local governmental agency.

fictitious name

corporation

non profit

limited liability co.

## Order Status



Invoice Number

FDF-20210421095438

+ PAYMENT CONFIRMATION RECEIVED

+ ORDER BEING REVIEWED, PREPARED AND SUBMITTED

Expedited Service orders are usually completed in 1 to 5 business days, while regular services are usually completed in 5 to 10 business days (certifications may take longer), once all your materials are submitted to us and payment confirmation has been received. If you have any questions or concerns, feel free to contact our support department.

Florida Document Filings Co.™ and the Florida Document Filings Co.™ logos are trademarks used under license by Florida Document Filings Co..

[privacy](#)[terms](#)[disclaimer](#)[refunds](#)[login](#)

Florida Document Filings Co.™ is a filing agency and as such does not render any legal, accounting, or tax advice.