

L21000371512

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

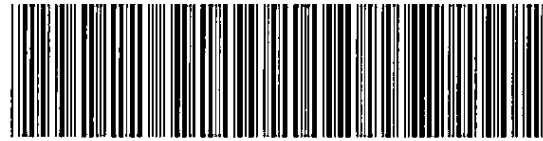
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800370916938

FILED

2021 AUG 18 AM 10:44

SECRETARY OF STATE
TALLAHASSEE, FL

08/18/21 --01021 --016 **100.00

RECEIVED

2021 AUG 18 PM 3:05

CLERK OF COURT
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



**CAPITOL
SERVICES**

Filing Cover Sheet

To: Florida Division of Corporations

From: LESLIE SELLERS C/O Capitol Services, Inc.

Date: 8/18/2021

Trans#: 1226132

Entity Name: C B REAL ESTATE, LLC (PA) CONVERTING TO C B REAL ESTATE, LLC (FL)

Articles Incorporation ()

Articles of Amendment ()

Articles of Dissolution ()

Annual Report ()

Conversion (XXX)

Fictitious Name ()

Foreign Qualification ()

Limited Liability ()

Limited Partnership ()

Merger ()

Reinstatement ()

Withdrawal / Cancellation ()

Other ()

STATE FEES PREPAID WITH CHECK #2300 FOR \$180.00

PLEASE RETURN:

Certified Copy (XXX) Plain Stamped Copy ()

Good Standing () Certificate of Fact ()

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: C B REAL ESTATE, 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:

BRUCE D. GREEN, ESQ.

(Contact Person)

GREEN SCHOENFELD & KYLE LLP

(Firm/Company)

1380 ROYAL PALM SQUARE BOULEVARD

(Address)

FORT MYERS, FLORIDA 33919

(City, State and Zip Code)

BRUCEGREEN@GSKATTORNEYS.COM

E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

BRUCE D. GREEN

(Name of Contact Person)

at (239) 936-7200

(Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount: (All checks processed by this office must be payable in US dollars and drawn on a bank located in the United States)

☐ \$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

Mailing Address:

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

Street Address:

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

FILED

2021 AUG 18 AM 10:45

SECRETARY OF STATE
TALLAHASSEE, FL

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:
C B REAL ESTATE, 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 PENNSYLVANIA
(Enter state, or if a non-U.S. entity, the name of the country)

on JANUARY 23, 2003
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:
C B REAL ESTATE, 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.

Signed this 18 day of AUGUST 2021.

Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: 
Printed Name: CHARLES ROMANO Title: MEMBER

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

Signature: 
Printed Name: CHARLES ROMANO 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)

FILED

2021 AUG 18 AM 10:45

SECRETARY OF STATE
TALLAHASSEE, FL

Articles of Organization

of

C B Real Estate, LLC

A Florida Limited Liability Company

1. Name. The name of this limited liability company is C B Real Estate, LLC (the "Company"), and it shall be formed as a Florida limited liability company under Chapter 605, Florida Statutes.

2. Duration. The Company shall exist from the date of filing of these Articles of Organization with the Florida Secretary of State, and the Company's existence shall be perpetual.


3. Purpose. The Company is organized for the purpose of transacting all lawful activities and businesses that may be conducted by a limited liability company under the laws of the State of Florida.

4. Place of Business. The mailing address of the Company's principal office is 11914 Royal Tee Circle, Cape Coral, Florida 33991, and the street address of the Company's principal office is 11914 Royal Tee Circle, Cape Coral, Florida 33991.

5. Registered Agent and Office. The name of the initial registered agent of the Company is GSK Registered Agents, Inc. The street address of the initial registered agent of the Company is 1380 Royal Palm Square Boulevard, Fort Myers, Florida 33919.

6. Management of the Company. The Company shall be managed by a Manager or Managers and is, therefore, a manager-managed company. Charles Romano and Brenda Romano shall serve as the initial Manager of the Company.

The undersigned executed these Articles of Organization effective as of August ____, 2021. In accordance with the Act, the execution of these Articles of Organization constitutes an affirmation under the penalties of perjury that the facts stated herein are true.



Bruce D. Green, Authorized
Representative

Acceptance by Registered Agent

Having been named Registered Agent and designated to accept service of process for C B Real Estate, LLC, at the place designated herein, and being familiar with the obligations of that position, GSK Registered Agents, Inc., hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the duties of the Registered Agent.

GSK Registered Agents, Inc., a Florida
corporation

By: 

Bruce D. Green, President

Dated: August 18, 2021

2021 AUG 18 AM 10:45
SECRETARY OF STATE
TALLAHASSEE, FL

FILED

PLAN OF CONVERSION AGREEMENT

This Plan of Conversion Agreement is made as of the Effective Date written below, by and among:

- (i) C B Real Estate, LLC, a Pennsylvania limited liability company (the "Pennsylvania Company"); and
- (ii) C B Real Estate, LLC, a Florida limited liability company (the "Florida Company").

The Pennsylvania Company and the Florida Company are collectively referred to herein as the "Constituent Companies."

Recitals

Whereas, the parties desire to adopt a plan of reorganization;

Whereas, the Constituent Companies deem it advisable that the Pennsylvania Company be converted into the Florida Company, a limited liability company organized under the laws of the State of Florida, pursuant to this Agreement and in accordance with the applicable laws of the State of Florida;

Whereas, at or prior to the Effective Date as hereinafter defined, the Pennsylvania Company's members shall each surrender such member's ownership interest in the Pennsylvania Company (collectively, the "Pennsylvania Membership Interests") and will acquire from the Florida Company the units of the Membership Interest (collectively, the "Florida Membership Interest") necessary to complete the conversion provided for herein.

Operative Provisions

1. The Conversion

1.1. The Pennsylvania Company. Upon the Effective Date (as defined in Section 9) of the conversion, the separate existence of the Pennsylvania Company shall cease; all of the Pennsylvania Membership Interests shall be exchanged for and converted into units of the Florida Membership Interests, as hereinafter provided; and upon the filing of a Certificate of Conversion, certified as to the requisite Member approval, with the Secretary of State of Florida, the Florida Company shall possess all of the rights, privileges, immunities, powers, and purposes, and all of the property, real and personal, causes of action, and every other asset of the Pennsylvania Company, and shall assume and be liable for all of the liabilities, obligations, and penalties of the Pennsylvania Company, in accordance with Pennsylvania Uniform Limited Liability Company Act of 2016 (the "PULL Act") and the Florida Limited Liability Company Act (the "Florida Act").

1.2. The Florida Company. Following the conversion, the existence of the Florida Company shall continue unaffected and unimpaired by the conversion, with all of the rights, privileges, immunities, and powers, and subject to all of the duties and liabilities, of a limited liability company organized under the laws of the State of Florida. The Articles of Organization and Operating Agreement of the Pennsylvania Company, as in effect immediately prior to the

Effective Date, shall continue in full force and effect, and, except as provided in Section 6, shall not be changed in any manner by the conversion. The members and managers of the Pennsylvania Company immediately prior to the Effective Date shall continue as the members and managers of the Florida Company.

2. Conversion of Membership Interests.

2.1. Conversion Ratio. Each unit of the Pennsylvania Membership Interests immediately prior to the Effective Date shall, without any action on the part of the Company, be converted into one (1) unit of Florida Membership Interest, and the converted interest of the Pennsylvania Company shall be thereupon extinguished.

2.2. Exchange of Certificates. As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates that prior thereto represented units of the Pennsylvania Membership Interests, if any, shall surrender the same to the Company as exchange agent for all such holders (the "Exchange Agent"), and such holders shall be entitled upon such surrender to receive in exchange therefore certificates representing the number of whole units of the Membership Interest into which the units of the Pennsylvania Membership Interest theretofore represented by the certificate or certificates so surrendered shall have been converted. Adoption of the Agreement by the unitholders of the Pennsylvania Company shall constitute ratification of the appointment of the Company as Exchange Agent.

2.2.1. Until so surrendered, each outstanding certificate that, prior to the Effective Date, represented the Pennsylvania Membership Interests, shall be deemed for all purposes to evidence ownership of the number of whole units of the Membership Interest into which the units of the Pennsylvania Membership Interest presented thereby prior to such Effective Date shall have been converted.

2.2.2 After the Effective Date and until the outstanding certificates formerly representing units of the Pennsylvania Membership Interests are so surrendered, no distribution payable to holders of record of the Membership Interest shall be paid to the holders of such outstanding Pennsylvania Membership Interests in respect thereof. Upon surrender of such outstanding certificates, however, there shall be paid to the holders of the certificates for the Membership Interest issued in exchange therefore the amount of distributions, if any, that theretofore became payable with respect to such full units of the Membership Interest, but that have not theretofore been paid on such units. No interest shall be payable with respect to the payment of any distribution.

3. Representations and Warranties of the Corporation

3.1. Pennsylvania Company Organization and Good Standing. The Pennsylvania Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Pennsylvania, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

3.2. Capitalization. The Pennsylvania Company's issued and outstanding units of Membership Interests are fully paid and non-assessable, and are held solely by the unitholders of the Pennsylvania Company. There are no options, warrants, or rights outstanding to purchase units of the Membership Interest from the Pennsylvania Company.

3.3. No Violations. Consummation of the conversion will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of the Pennsylvania Company is subject or by which the Pennsylvania Company is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on the Pennsylvania Company's properties, business operations, or financial condition.

3.4. Authorization. Execution of this Agreement has been duly authorized and approved by the Pennsylvania Company's members.

4. Representations and Warranties of the Company

4.1. Company Organization and Good Standing. The Florida Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, and is qualified to do business as a foreign limited liability company in each jurisdiction, if any, in which its property or business requires such qualification.

4.2. Capitalization. The Florida Company's issued and outstanding units of Membership Interest are fully paid and non-assessable, and are held solely by the members of the Company. There are no options, warrants, or rights outstanding to purchase units of the Membership Interest from the Florida Company.

4.3. Absence of the Company Liabilities. Prior to the Effective Date, the Company will have engaged only in the transactions contemplated by the Agreement, will have no material liabilities, and will have incurred no obligations except in connection with its performance of the transactions provided for in this Agreement.

4.4. No Violations. Consummation of the conversion will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of the Company is subject or by which the Florida Company is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on the Florida Company's properties, business operations, or financial condition.

4.5. Authorization. Execution of this Agreement has been duly authorized and approved by the Florida Company's members.

5. Covenants of the Pennsylvania Company

The Pennsylvania Company covenants and agrees that between the date of this Agreement and the Effective Date:

5.1. **Articles of Organization and Operating Agreement.** No change will be made in the Pennsylvania Company's Articles of Organization or Operating Agreement.

5.2. **Capitalization.** The Pennsylvania Company will not make any changes in its authorized or issued units of Membership Interest, declare or pay any distribution, or issue, encumber, purchase, or otherwise acquire any of its units of Membership Interest.

5.3. **Members' Meeting.** The Pennsylvania Company will submit this Agreement to the unitholders as contemplated by Section 8 and will use its best efforts to obtain the requisite unitholders approval.

5.4. **Conduct of Business.** The Pennsylvania Company will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of the Company, enter into any material commitment except in the ordinary course of business.

6. **Covenants of the Company.**

The Company covenants and agrees that between the date of this Agreement and the Effective Date:

6.1. **Articles of Organization and Operating Agreement.** No change will be made in the Company's Articles of Organization or Operating Agreement.

6.2. **Capitalization.** The Company will not make any changes in its authorized or issued units of Membership Interest, declare or pay any distribution, or issue, encumber, purchase, or otherwise acquire any of its units of Membership Interest.

6.3. **Members' Meeting.** The Company will submit this Agreement to the members' meeting contemplated by Section 9 and will use its best efforts to obtain the requisite member approval.

6.4. **Conduct of Business.** The Company will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of the Company, enter into any material commitment except in the ordinary course of business.

7. **Access.**

From the date hereof to the Effective Date, the Constituent Companies shall provide each other with such information and permit each other's unitholders, managers, and representatives such access to its properties and books and records as the other may from time to time reasonably request. If the conversion is not consummated, all documents received in connection with this Agreement shall be returned to the party furnishing the same, and all information so received shall be treated as confidential.

8. Conditions Precedent to Obligations of the Pennsylvania Company.

The Pennsylvania Company's obligation to consummate this conversion shall be subject to the fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by the Pennsylvania Company:

8.1. Representations and Warranties of the Company. The representations and warranties of the Company set forth in Section 4 hereof shall be true and correct at the Effective Date as though made at and as of that date, except as affected by transactions contemplated hereby.

8.2. Covenants of the Company. The Company shall have performed all covenants required by this Agreement to be performed by either on or before the Effective Date.

8.3. Unitholder and Member Approval. This Agreement shall have been adopted by the necessary vote of holders of the units of Membership Interest of the Constituent Companies as set forth herein.

9. Conditions Precedent to Obligations of the Company.

The obligations of the Company under this Agreement are subject to the fulfillment, before or on the Effective Date, of each of the following conditions, unless waived in writing by the Company:

9.1. Representations and Warranties of the Florida Company. The representations and warranties of the Florida Company set forth in Section 3 hereof shall be true and correct at the Effective Date as though made at and as of that date, except as affected by transactions contemplated hereby.

9.2. Covenants of the Florida Company. The Florida Company shall have performed all covenants required by this Agreement to be performed by either on or before the Effective Date.

9.3. Unitholder and Member Approval. This Agreement shall have been adopted by the necessary vote of holders of the units of Membership Interest of the Constituent Companies as set forth herein.

10. Termination.

10.1. Circumstances of Termination. This Agreement may be terminated (notwithstanding approval by the unitholders or members of any party hereto):

10.1.1. By the mutual consent in writing of the members of the Pennsylvania Company and the members of the Florida Company.

10.1.2. By the members of the Pennsylvania Company, if any condition provided in Section 8 hereof has not been satisfied or waived on or before the Effective Date.

10.1.3. By the members of the Florida Company if any condition provided in Section 9 hereof has not been satisfied or waived on or before the Effective Date.

10.1.4. By the members of either the Pennsylvania Company or the Florida Company if the Effective Date has not occurred by December 31, 2021.

10.2. **Effect of Termination.** In the event of a termination of this Agreement pursuant to Section 10.1 hereof, each party shall pay the costs and expenses incurred by it in connection with this Agreement and no party (or any of its unitholders, officers, members or managers) shall be liable to any other party for any costs, expenses, damage, or loss of anticipated profits hereunder.

11. **Effective Date of Conversion.**

11.1. After adoption and approval of this Agreement by the members of the Pennsylvania Company in accordance with the requirements of applicable law, and upon satisfaction of each of the conditions set forth in Sections 8 and 9 (unless waived in accordance with this Agreement) and in the absence of any facts that would give any party hereto a right to terminate this Agreement (which right has not been waived), an executed counterpart of this Agreement, certified as to the requisite unitholder approval, shall be submitted for filing with the Florida Secretary of State.

11.2. The Effective Date of this conversion is August ___, 2021 (the "Effective Date").

12. **General Provisions.**

12.1. **Law Applicable.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

12.2. **Parties Bound.** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, assigns, creditors, receivers and all holders or possessors of any units or units of the Constituent Companies' Membership Interest, including, but without limitation thereto, assignees, transferees, pledgees, mortgagees, donees, trustees, and all other Persons with notice or knowledge, or chargeable with such notice or knowledge, of the provisions hereof.

12.3. **Further Action.** The parties hereto agree to take and perform such actions and execute, acknowledge, and deliver such other instruments or documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

12.4. **Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter contained herein, and supersedes any prior understanding or agreement, whether written or oral, between the parties with respect to the subject matter contained herein.

12.5. **Notice.** Whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, signed by or on behalf of the party

giving the notice, and shall be deemed to have been given when delivered by personal delivery or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the party to whom such notice is to be given (or at such other address as shall have been stated in a previous notice similarly given).

12.6. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and said counterparts shall collectively constitute one and the same Agreement which may be sufficiently evidenced by one counterpart.

12.7. Costs of Enforcement. If any action at law or in equity (including any appellate proceeding) is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to legal and accounting fees, costs, and disbursements in addition to any other relief to which such party may be entitled.

12.8. Authority. All provisions, terms, and conditions of this Agreement have been duly consented to, ratified, approved, and adopted by the parties, and appropriate authority has been delegated to the undersigned officers of the parties to execute this Agreement.

12.9. Waiver. Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

12.10. Brokers. Each party represents to the other party that no broker or finder has acted for it in connection with this Agreement and agrees to indemnify and hold harmless the other party against any fee, loss, or expense arising out of claims by brokers or finders employed or alleged to have been employed by it.

12.11. Headings. The headings of the various Sections herein contained are intended for ease of reference only and are not to be construed as evidence of the intent as to the content thereof.

12.12. Interpretation. In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretation that written documents be construed against the party preparing the same shall not be applicable.

12.13. Time of the Essence. Time is of the essence of this Agreement.

12.14. Effect of Agreement. This Agreement supersedes any provision of the Articles of Incorporation, Bylaws, Articles of Organization or the Operating Agreement of the parties and other documents and agreements presently in effect as they relate the conversion and to the other matters covered herein.


12.15. Agreement Drafted by Counsel for the Corporation. The parties acknowledge that Green Schoenfeld & Kyle LLP, counsel for the Corporation, has prepared this Agreement on behalf of and in the course of its representation of the Corporation and that: (a) they have been advised that a conflict may exist between the interests of the Corporation, the Company and their


interests; (b) they have been advised by Green Schoenfeld & Kyle LLP to seek the advice of independent counsel; and (c) they have had the opportunity to seek the advice of independent counsel.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last below written.

PENNSYLVANIA COMPANY:

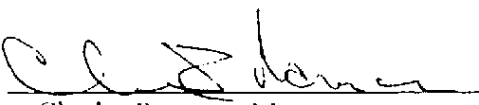
C B Real Estate, LLC, a Pennsylvania
limited liability company

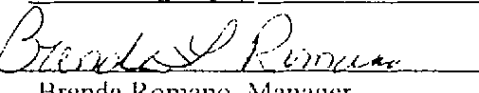
By: 
Charles Romano, Manager
Date: 8-18-21

By: 
Brenda Romano, Manager
Date: Aug 18 2021

FLORIDA COMPANY:

C B Real Estate, LLC, a Florida
limited liability company

By: 
Charles Romano, Manager
Date: 8-18-21

By: 
Brenda Romano, Manager
Date: Aug 18 2021