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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

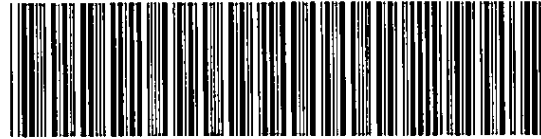
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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22 OCT 11 AM 12:55

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached is a form to convert an "Other Business Entity" into a "Florida Limited Liability Company" pursuant to section 605.1045, Florida Statutes. These forms are basic and may not meet all conversion needs. The advice of an attorney is recommended.

Pursuant to s. 605.0102(23)a, F.S., entity means: a business corporation, a nonprofit corporation, a general partnership, including a limited liability partnership, including a limited partnership, including a limited liability limited partnership; a limited liability company; a real estate investment trust; or any other domestic or foreign entity that is organized under an organic law.

Filing Fees: **\$150.00 (\$25 for Articles of Conversion and
\$125 for Articles of Organization)**

Certified Copy (optional): **\$30.00**

Certificate of Status (optional): **\$5.00**

Send one check in the total amount payable to the Florida Department of State.

Please include a cover letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

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

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SECRETARY OF STATE
TALLAHASSEE, FL 32303

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For further information, you may contact the New Filing Section at (850) 245-6052.

Important Notice: As a condition to the conversion, pursuant to s.605.0212(9), F.S., each party to the conversion must be active and current through December 31 of the calendar year this document is being submitted to the Department of State for filing.

INHS11 (7/17)

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:
KEL Properties, 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 New York State
(Enter state, or if a non-U.S. entity, the name of the country)

on April 15, 2004
(date of organization, formation or incorporation)

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

SECRETARY OF STATE
ALLIANCE
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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

KEL Properties, 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:

1177 Main Street, Suite A

Dunedin, Florida 34698

Mailing Address:

PO BOX 2226

Palm Harbor, Florida 34682

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:

Kesi St. Louis, Esquire

Name

1177 Main Street, Suite A

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

Dunedin

FL 34698

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.



Registered Agent's Signature (REQUIRED)

(CONTINUED)

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TALLAHASSEE
STATE OF FLORIDA
CLERK OF THE CIRCUIT COURT

**SECOND AMENDED AND RESTATED OPERATING
AGREEMENT OF
KEL PROPERTIES, LLC**

This Second Amended Operating Agreement ("Agreement") is made and entered into to be effective as of July 30, 2022 (the "Effective Date") by and between KEL Properties, LLC, a New York limited liability company with a principal address of P.O. Box 2226, Palm Harbor, Florida 34682 (the "Company"), Philip T. St. Louis, with an address at P.O. Box 2226, Palm Harbor, Florida 34682, and Kesi E. St. Louis, with an address at 1177 Main Street, Suite A, Dunedin, Florida 34698, who is the sole members of the Company (each a "Member," and collectively the "Members").

BACKGROUND:

The Company was formed as a limited liability company under the New York Limited Liability Company Law (New York Limited Liability Company Law, §101, et. gg.), as amended (the "NY LLC-Law"), by the filing on April 15, 2004, of its Articles of Organization with the New York State Department of State.

The Members desires to enter into this Agreement to govern the management and affairs of the Company, the conduct and management of the Company's business, and the Members' relative rights, obligations, and duties with respect to the Company and its assets and liabilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

CONVERSION:

The Members desire for the Company to be converted into a Florida Limited Liability Company and operate under the laws of the State of Florida. The Members shall file the Agreement along with the Articles of Conversion with the Florida Department of State pursuant to the Florida Revised Limited Liability Company Act (the "Act")

Section 1. The Company, its Business, Purpose, and Powers.

Name. The name of the Company is: KEL Properties, LLC, or such other name as the Members may determine from time to time and shall adopt as the Company's name or the name pursuant to which it shall conduct business.

Business, Purpose, and Powers. The principal business activity of the Company is to own, operate, and manage real property and to engage in any lawful business, trade, purpose or activity permitted by the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act, any other law or this Agreement, together with any powers incidental thereto, and may take any other action not prohibited under the Act or other applicable law, so far as such powers and actions are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

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CLERK OF DISTRICT COURT
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Death or Incapacity of Member. In the case of the death of either Member, the remaining Member shall be the successor-in-interest. In the case of the incapacitation of either Member, the remaining Member shall immediately step in as power of attorney to continue the business of the Company. Upon such death or incapacitation of a Member, the remaining Member shall have all of the rights of the deceased Member.

Power of Attorney Upon Death or Incapacity of Member. Each Member hereby irrevocably constitutes and appoints the other Member, with full power of substitution, as its true and lawful attorney-in-fact on its behalf and in its name, place, and stead, to make, execute, consent to, swear to, acknowledge, publish, record and/or file any of the following:

- I. an amendment to the Company's Articles of Organization and any other certificate or instrument which may be required to be filed by the Company or the Members under the Act;
- II. such instruments as may be required to effectuate the dissolution of the Company pursuant to the provisions of this Agreement; and/or
- III. such other instruments as may be reasonably deemed appropriate to fully carry out the provisions of this Agreement in accordance with its terms.

The foregoing power of attorney is coupled with an interest; shall be irrevocable and binding on all or part of a Member's Interest; shall survive the death, legal incapacity, bankruptcy, and/or insolvency of any Member.

Section 5. Percentage Interest; Capital.

The Members owns 100% of the Membership Interest (as defined in the Act) in the Company. The Members shall have equal interest in the Company, as detailed on **Schedule A** to this Agreement. The Members may make Contributions/additional Contributions (as defined in the Act) of capital to the Company in such amounts, and at such times as each Member may deem appropriate, and in such Members sole discretion.

Section 6. Distributions.

Subject to applicable law and any limitations contained elsewhere in this Agreement, distributions of cash or other assets of the Company may be made to the Member(s) at such times and in such amounts as the Members determine in his and/or her discretion.

Section 7. Fiscal Year.

The fiscal year of the Company shall be the period ending December 31.

Section 8. Membership Meetings.

The annual meeting of the Members shall be held on 16th day of April, or at such other time as shall be determined by the vote or written consent of the Membership Interests for the purpose of the transaction of any business as may come before such meeting.

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SECRETARY OF THE
TREASURY

No Member shall be obligated to restore a deficit balance, if any, in the Members' capital account.

The failure of the Members to observe any formalities or requirements relating to the exercise of its powers or the management of the Company's business or affairs under this Agreement or the Act shall not be grounds for making the Member responsible for the liabilities of the Company.

Section 13. Management.

Management by Members.

- I. The Company is managed by the Members, who has the authority to exercise all the powers and privileges granted by the Act or any other law. The Members shall have full, complete and exclusive control of the management and conduct of the business of the Company and the authority and full discretion to do all things necessary or appropriate to carry out the purposes and powers of the Company as described herein, notwithstanding any provision of this Agreement, the Act, or other applicable law, including without limitation the right and authority:
 - a. to manage the business and affairs of the Company and for this purpose to employ, retain or appoint any officers, employees, consultants, agents, brokers, professionals, or other persons in any capacity for such compensation and on such terms as the Members deem necessary or desirable and to delegate to such persons such of their duties and responsibilities as the Members shall determine;
 - b. to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the Company;
 - c. to borrow money or otherwise obtain credit and other financial accommodations on behalf of the Company and to perform or cause to be performed all of the Company's obligations in respect of its indebtedness and any mortgage, lien or security interest securing such indebtedness; and
 - d. to make elections and prepare and file returns regarding any federal, state, or local tax obligations of the Company, and to represent the Company in any administrative proceeding of the Internal Revenue Service.

Unless otherwise provided in this Agreement, any action taken by the Members, and the signature of any Member on any agreement, contract, instrument or other document on behalf of the Company, shall be sufficient to bind the Company and shall conclusively evidence the authority of the Members and the Company with respect thereto.

The Members may appoint officers of the Company at any time. The officers of the Company, to the extent deemed necessary by the Members, may include a president, one or more vice presidents, secretary, treasurer, chief financial officer, and such other officers as the Members determine to be appropriate. The officers shall serve at the pleasure of the Members, subject to all rights, if any, of an officer under any contract of employment. An officer need not be a Member of the Company, and the officer(s) shall exercise such powers and perform such duties as shall be determined from time to time by the Members.

The Company shall indemnify and hold harmless each Indemnitee (as defined in Section 16, below) against any and all losses, claims, damages, expenses, and liabilities (including, but not limited to, any investigation, legal, and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any action, suit, proceeding, or claim) of any kind or nature whatsoever that the Indemnitee may at any time become subject to or liable for by reason of:

- I. the formation, operation or termination of the Company; or
- II. the Indemnitee's acting on behalf of the Company under this Agreement. This indemnification includes, without limitation, losses, claims, damages, expenses and liabilities arising out of the Indemnitee's negligence, gross negligence or breach of duty.

The contract rights to indemnification and to the advancement of expenses conferred in this Section 16 shall not be exclusive of any other right that a Person (as defined in Section 16, below) may have or hereafter acquire under any statute, agreement, as determined by the Members or otherwise. The indemnification provided by this Section 16 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, executed by the Indemnitee, as a matter of law or otherwise, and shall continue as to an Indemnitee who has ceased to serve in such capacity unless otherwise provided in a written agreement pursuant to which such Indemnitee is indemnified.

The provisions of this Section 16 are for the benefit of the Indemnitees, their heirs, successors and assigns and shall not be deemed to create any rights for the benefit of any other Person. Any amendment, modification, or repeal of this Section 16 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the Company's liability to any Indemnitee under this Section 16 as in effect immediately prior to such amendment, modification, or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

As used in this Section 16, the term "Indemnitee" or "Indemnitees" shall mean

- I. any Person made a party to a proceeding by reason of his, her or its status as
 - a. a Member; or
 - b. an officer or manager of the Company; or
 - c. an officer, director or shareholder of the Member; or
 - d. his, her or its liability, pursuant to a loan, guarantee or otherwise, for any indebtedness of the Company or any subsidiary of the Company (including, without limitation, any indebtedness, which the Company or any subsidiary of the Company has assumed or taken assets subject to), and
- II. such other Persons as the Members may designate from time to time (whether before or after the event giving rise to potential liability), in the Members' discretion.

As used in this Section 16 and in this Agreement, the term "Person" or "Persons" shall mean any individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other legal entity, or organization whether domestic or foreign.

Section 17. General Provisions.

Interpretation. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the

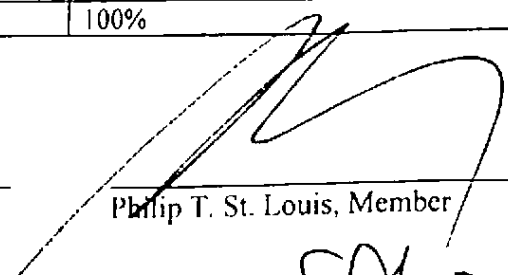
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FALLS CHURCH, VA

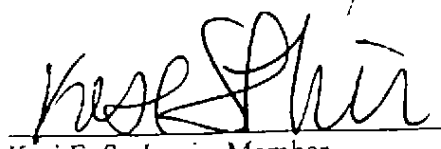
SCHEDULE A

Member	Membership Interest
Philip T. St. Louis	50%
Kesi St. Louis	50%
TOTAL	100%

Dated: 07/30/2022


Philip T. St. Louis, Member

Dated: 07/30/2022


Kesi E. St. Louis, Member

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TALLAHASSEE, FL 32399