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(Business Entity Name)

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COVER LETTER

**TO: New Filing Section
Division of Corporations**

SUBJECT: TRIPLE B PROPERTIES, LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

MARK E. BROWNING

Name of Person

Firm/Company

1 N. MAIN STREET

Address

BROOKSVILLE, FL. 34601

City/State and Zip Code

mbrowning1@king-insurance.com

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

For further information concerning this matter, please call:

Mark E. Browning at (352) 354-1001
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &
Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$160.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address

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

Street Address

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

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:
TRIPLE B PROPERTIES, LLC
(Enter Name of Other Business Entity)

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

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

on January 1, 1988
(date of organization, formation or incorporation)

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

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Signed this 18th day of November 2022

Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: Mark E. Browning
Printed Name: MARK E. BROWNING Title: Manager

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

Signature: Mark E. Browning
Printed Name: Mark E. Browning Title: Partner

Signature: Eva B. Browning
Printed Name: Eva B. Browning Title: Partner

Signature: S. Scott Browning
Printed Name: S. Scott Browning Title: Partner

Signature: Sandra S. Browning
Printed Name: Sandra S. Browning Title: Partner

Signature: Jon T. Browning
Printed Name: Jon T. Browning Title: Partner

Signature: Christine H. Browning
Printed Name: Christine H. Browning Title: Partner

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
OF
TRIPLE B PROPERTIES, LLC**

The undersigned certify that we have executed this document for the purpose of creating a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

I. NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be TRIPLE B PROPERTIES, LLC, and its principal office shall be located at 1 N. Main Street, Brooksville, FL. 34601, with a mailing address of PO Box 2065, Brooksville, FL. 34605; but it shall have the power and authority to establish branch offices at any other place or places as the Members may designate.

II. PURPOSES AND POWERS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.
2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
3. To acquire, protect, preserve, conserve, sell, exchange, lease, encumber, manage and dispose of the property of the limited liability company. These acts will be performed in a manner consistent with the actions and direction of the Managers and Members of the limited liability company. Nothing above is intended to limit the actions of the Managers and Members to conduct lawfully such other businesses they deem appropriate and to take such action as necessary to carry out the directions of the Managers and Members.
4. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.
5. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or

department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

6. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

7. The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

III. EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of the Manager(s) of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the Members of the limited liability company.

IV. MANAGEMENT

This limited liability company shall be managed by three managers, who are MARK E. BROWNING, address 1 N. Main Street, Brooksville, FL. 34601, S. SCOTT BROWNING, address 1 N. Main Street, Brooksville, FL. 34601 and JON T. BROWNING, address 1 N. Main Street, Brooksville, FL. 34601. Management shall be by majority decision of the Managers. Members shall have the right to change the number of managers by unanimous consent.

V. MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new Members by consent of not less than 100% of Members. Contributions required of new Members shall be determined as of the time of admission to the limited liability company.

A Member's interest in the limited liability company may not be sold or otherwise transferred except with the written consent of not less than 100% of Members or as otherwise provided in the Operating Agreement.

On the death, incapacity, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the operations of the limited liability company.

VI. CAPITAL CONTRIBUTIONS

The initial Member has contributed cash or other property as a capital contribution to the limited liability company. Additional contributions may be required as determined by the consent of not less than 100% of the Members. Members shall make contributions in proportion to their membership interests.

VII. PROFITS AND LOSSES

1. Profit Sharing. The Members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. The distributive share of the profits of each Member shall be determined as provided in the Operating Agreement. The distributive share of the profits shall be determined and paid to the Members as of December 31 of each year, unless otherwise agreed to by the Members.

2. Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company.

VIII. DURATION

This limited liability company shall have perpetual existence unless earlier dissolved in a manner provided by law, or as provided in the regulations adopted by the Members.

IX. CLASSES OF MEMBERS

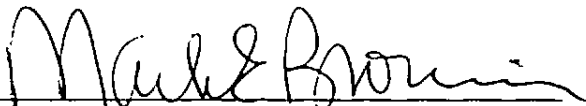
The Members may create additional classes or groups of members having such rights, powers and duties as they may provide. The Operating Agreement may provide that any additional class or group of members shall have no voting rights or management rights.

X. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

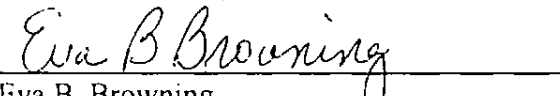
The address of the initial registered office of the limited liability company is 1 N. Main Street, Brooksville, FL. 34601, and the name of the company's initial registered agent at that address is MARK E. BROWNING.

The undersigned, being the original Members of the limited liability company, certify that this instrument constitutes the proposed Articles of Organization of TRIPLE B PROPERTIES, LLC.

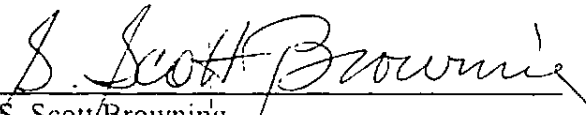
Executed by the original Members on the dates stated below.


Mark E. Browning

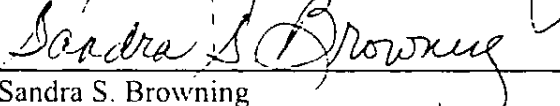
Date: 11/18/2022


Eva B. Browning


Date: 11/18/2022


S. Scott Browning

Date: 11/18/2022


Sandra S. Browning

Date: 11/18/2022


Jon T. Browning

Date: 11/18/2022


Christine H. Browning

Date: 11/18/2022


CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Chapter 608, Florida Statutes, the undersigned LLC organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the LLC is **TRIPLE B PROPERTIES, LLC**.
2. The name and address of the registered agent and office is:

MARK E. BROWNING
1 N. Main Street
Brooksville, FL. 34601

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION 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.


Registered Agent

11/18/2022
Date

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