

L23000003819

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

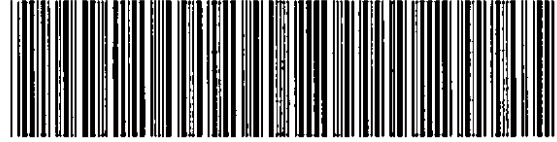
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only



100399357381

12/29/22--01006--013 \*\*150.00

2022 DEC 29 PM 2:03

ED

RECEIVED

**COVER LETTER**

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

**SUBJECT:** WOLFGANG HARMS 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:

WOLFGANG HARMS  
\_\_\_\_\_  
(Contact Person)

WOLFGANG HARMS LLC  
\_\_\_\_\_  
(Firm/Company)

3308 EUROPA DRIVE UNIT 27  
\_\_\_\_\_  
(Address)

NAPLES FL 34105  
\_\_\_\_\_  
(City, State and Zip Code)

Wolfgang@pioneer-research.com  
\_\_\_\_\_  
E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

WOLFGANG HARMS at (609) 405-2221  
\_\_\_\_\_  
(Name of Contact Person) (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

2022 FEB 29 PM 2:03  
311

# Exhibit "A"

## Plan of Conversion

11

2022 09 23 PM 2:03

11

**PLAN OF CONVERSION  
OF  
WOLFGANG HARMS, LLC**

This Plan of Conversion (the "Plan") of Wolfgang Harms, LLC., a New Jersey Limited Liability Company (the "Company"), is approved as of the 13<sup>th</sup> day of December, 2022.

WHEREAS, the Company is organized under the laws of the State of New Jersey;

WHEREAS, the Corporation desires to convert into and to hereafter become and continue to exist as a Florida Limited Liability Company pursuant to Section 605.1042 et seq. of the Florida Revised Limited Liability Company Act (the "LLC Act"); and

WHEREAS, pursuant to Section 605.1042 et seq. of the LLC Act, the Member of the Company has, by a resolution duly adopted this Plan to effect the conversion of the Company to a Florida Limited Liability Company pursuant to Section 605.1042 et seq. of the LLC Act (the "Conversion"), upon the terms and subject to the conditions set forth in this Plan; and

WHEREAS, this Plan has been approved and adopted by the Member;

NOW, THEREFORE, this Plan is hereby approved to convert the Company into a Florida Limited Liability Company:

1. Conversion. Upon the terms and subject to the conditions set forth in this Plan, and pursuant to Section 605.1042 et seq. of the LLC Act, at the Effective Time (as hereinafter defined), the Company shall be converted into and shall hereafter become and continue to exist as a Florida Limited Liability Company under the name "Tropea Group, LLC" (the "LLC").

2022 DEC 29 PM 2:03

ED

2. **Effective Time.** The Conversion shall become effective (the "Effective Time") at the effective time and date specified in the Articles of Conversion and Articles of Organization (the "Articles"), in substantially the form attached hereto as Exhibit A, filed with the Secretary of State in the State of Florida.

3. **Effects of the Conversion.** The consummation of the Conversion shall have all of the effects set forth in Section 605.1046 of the LLC Act. In furtherance, and not in limitation, of the foregoing, at the Effective Time, all of the obligations of the Company as well as all of the rights, privileges and powers of the Company, and all property, real, personal and mixed, and all debts due to the Company or owed by the Company, and all franchises, licenses and permits held by the Company, as well as all other things and causes of action belonging to the Company, shall remain vested in the LLC and shall be the property of the LLC, and the title to any real property vested by deed or otherwise in the Company shall not revert or be in any way impaired by reason of Section 605.1046 of the LLC Act.

4. **Operating Agreement of the LLC.** At the Effective Time, the New Jersey LLC Operating Agreement shall be replaced by and the LLC shall be governed by, the Florida LLC Operating Agreement, substantially in the form attached hereto as Exhibit B as amended in accordance with the terms thereof (the "Operating Agreement").

5. **Member.** The Member of the Company immediately prior to the Effective Time shall be the Member of the LLC from and after the Effective Time in accordance with the relevant provisions of the LLC Act (and deemed manager of the Company for purposes of the LLC Act) and the terms of the Operating Agreement.

6. **Conversion of Shares.** At the Effective Time, by virtue of the Conversion and without any action on the part of the Company, or the member thereof, the Units of the New Jersey Limited Liability Company, issued and outstanding immediately prior to the Effective Time, all of which are held by the Member, shall be automatically converted into one hundred percent (100%) of the Limited Liability Company interests of the Florida Limited Liability Company.

7. **Termination.** This Plan and the transactions contemplated hereby may be terminated by resolution approved by the Member of the Limited Liability Company at any time prior to the Effective Time in the manner and to the extent provided in the LLC.

2022 SEP 23 PM 2:03

SECRET

30

8. Effect of Termination. If this Plan is terminated pursuant to Section 7 hereof, this Plan shall become void and of no effect with no liability on the part of any party hereto.

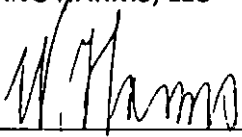
9. Amendment. This Plan and the transactions contemplated hereby may be amended by resolution of the Member of the Limited Liability Company at any time prior to the Effective Time in the manner and to the extent provided in the LLC Act.

10. Governing Law. This Plan shall be governed by, enforced under and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule thereof.

IN WITNESS WHEREOF, the undersigned hereby approves this Plan of Conversion as of this 13th day of December, 2022.

WOLFGANG HARMS, LLC

By: \_\_\_\_\_



Wolfgang Harms  
Member

2022 DEC 29 PM 2:04  
1311010101

# Exhibit "B"

## Articles of Conversion

ED

2022 OCT 29 PM 2:04

11/1/2022

**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:  
WOLFGANG HARMS LLC

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a LIMITED LIABILITY COMPAMY  
(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 JERSEY  
(Enter state, or if a non-U.S. entity, the name of the country)

on 04/14/2016  
(date of organization, formation or incorporation)

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

2002 DEC 20 PM 2:04  
FILED  
FD



Signed this 13th day of DECEMBER 2022.

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

Signature of Authorized Representative: [Signature]  
Printed Name: WOLFGANG HARMS Title: MEMBER

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

Signature: [Signature]  
Printed Name: WOLFGANG HARMS 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)

2022 Dec 29 PM 2:04  
: 11

# Exhibit "C"

## Articles of Organization

ED

2022 DEC 29 PM 2:04

10/1/2022

**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I - Name:**

The name of the Limited Liability Company is:

WOLFGANG HARMS 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:**

**Mailing Address:**

3308 EUROPA DRIVE

UNIT 27

NAPLES FL 34105

3308 EUROPA DRIVE

UNIT 27

NAPLES FL 34105

**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:

DOMINIC A. CAGLIOTI

Name

400 N FLAGLER DRIVE UNIT 2305

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

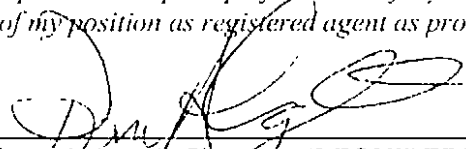
WEST PALM BEACH

FL 33401

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)

2022 DEC 29 PM 2:04

STATE OF FLORIDA

ED

**ARTICLE IV-**

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

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

MGR

**Name and Address:**

WOLFGANG HARMS

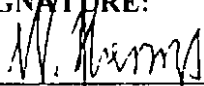
3308 EUROPA DRIVE UNIT 27

NAPLES FL 34105

(Use attachment if necessary)

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

**REQUIRED SIGNATURE:**



**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.

WOLFGANG HARMS

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)**

2022 OCT 29 PM 2:04

ED

# Exhibit "D"

# Operating Agreement

Exhibit

2022 Oct 29 PM 2:04

London

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
WOLFGANG HARMS, LLC**

This Single-member LLC Operating Agreement represents WOLFGANG HARMS, LLC that was formed in the State of Florida on December, 13 2022, hereinafter known as the "Company".

WOLFGANG HARMS of 3308 Europa Drive, Unit 27, Naples, Florida, 34105 is recognized as the sole member of the Company (the "Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. Name and Principal Place of Business**

The name of the Company is WOLFGANG HARMS, LLC with a principal place of business at 3308 Europa Drive, Unit 27, Naples, Florida, 34105. The mailing address shall be the same address as the principal office location.

**2. Registered Agent**

The name of the Registered Agent is DOMINIC A. CAGLIOTI with a registered office located at 400 N. Flagler Drive, Unit 2305, W. Palm Beach, Florida, 33401 for the service of process as of December \_\_\_\_\_, 2022. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Florida.

**3. Formation**

The Company was formed on December 13 2022, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Florida (the "Statutes").

**4. Purpose**

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

**5. Term**

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

**6. Member(s) Capital Contributions**

The Member(s) shall be making a Capital Contribution described as: \$1,000 in Cash

**7. Distributions**

The Member may make such capital contributions (each a "Capital Contribution") in such amounts, and at such times as the Member shall determine. The Member shall not be obligated to make any

2022 Oct 29 PM 2:04

.D

Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. Books, Records and Tax Returns

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a single member LLC, shall be taxed as a Sole Proprietorship in accordance with the provisions of the Internal Revenue Code.

9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Florida.

11. Ownership of Company Property

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

12. Dissolution and Liquidation

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time... or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the

2022 DEC 29 PM 2:04

ED

Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

### 13. Indemnification

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

### 14. Miscellaneous

2022-06-29 PM 2:04

2022-06-29 PM 2:04

D



This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Florida. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts all of which taken together shall constitute one agreement.

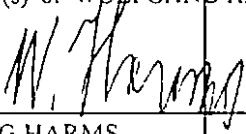
This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

**IN WITNESS WHEREOF**, the Member(s) has executed the Agreement on December 13, 2022.

The Member(s) of WOLFGANG HARMS, LLC



WOLFGANG HARMS

2022 DEC 29 PM 2:04  
STATE  
RECORDS