

L23000475373

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

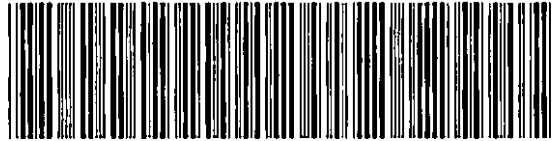
(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: Collier Builders 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:

Charles Phoenix

(Contact Person)

(Firm/Company)

2605 64th St SW

(Address)

Naples FL 34105

(City, State and Zip Code)

cpphoenix@crimson.ua.edu

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

For further information concerning this matter, please call:

Charles Phoenix at (239) 823-4142
(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)

<input checked="" type="checkbox"/> \$150.00 Filing Fees (\$25 for Conversion & \$125 for Articles of Organization)	<input type="checkbox"/> \$155.00 Filing Fees and Certificate of Status	<input type="checkbox"/> \$180.00 Filing Fees and Certified Copy	<input type="checkbox"/> \$185.00 Filing Fees, Certified Copy, and Certificate of Status
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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

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:
Collier Builders Corp

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a corporation 023-34692
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

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

on 5/2/2023
(date of organization, formation or incorporation)

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

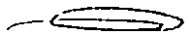
Signed this 31st day of August 2023.

Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: 

Printed Name: Charles Phoenix Title: Manager

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

Signature: 

Printed Name: Charles Phoenix Title: Incorporator/President/Director

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
Collier Builders LLC
a Domestic Limited Liability Company

*Under the laws of the State of Florida, namely Chapter 605, Florida Statutes, the undersigned executes these articles to form the limited liability company named in Article I (the "**Company**").*

Article I

The **Company's** name is:

Collier Builders LLC

Article II

The **Company's** principal office is at:

2605 64th St SW
Naples FL 34105

The **Company's** mailing address is:

2605 64th St SW
Naples FL 34105

Article III

The **Company's** initial registered agent is:

Charles PT Phoenix

Service of process may be made on the registered agent at:

2605 64th St SW
Naples FL 34105

Article IV

The **Company** may only engage in any activity the *Florida Revised Limited Liability Company Act* and the other laws of the State of Florida permit, subject always to limitations of all other jurisdictions in which the **Company** acts when acting within those jurisdictions.

Article V

By a vote (or written affirmative consent) of the **Company's** members representing all of the **Company's** membership interests, the **Company** may adopt an operating agreement that conforms to these articles ("**Operating Agreement**"). By a vote (or written affirmative consent) of the **Company's** members as stated in the **Operating Agreement**, the **Company** may amend the **Operating Agreement**. The **Operating Agreement** may address matters these articles do not specifically preclude. Each portion of the **Operating Agreement** that cannot reasonably be construed to conform to these articles is stricken as if it had never been adopted into the **Operating Agreement** so that the **Operating Agreement** does not contravene these articles. No statement in these articles to the members' rights to incorporate or provide for certain rights, duties, preferences, limitations, conditions, elections or other clauses in the **Operating Agreement** (by phrases like "as otherwise provided in the

Operating Agreement", "as expressed in the **Operating Agreement**," or "under the **Operating Agreement**") allows the **Operating Agreement** to otherwise contravene these Articles or the *Florida Revised Limited Liability Company Act*.

In these Articles, "**Governing Documents**" refers to the *Florida Revised Limited Liability Company Act*, these articles, the **Operating Agreement**, and the **Company's** resolutions, collectively.

This article controls all contradictory provisions of the other articles, if any.

Article VI

The **Company's** members:

- will appoint at least one corporeal person to manage and direct the **Company's** activities under the **Governing Documents** (each a "**Manager**") by a vote (or written affirmative consent) of the members as stated in the **Operating Agreement**, and
- may remove any **Manager** by a vote (or written affirmative consent) of the members as stated in the **Operating Agreement**.

Members may be **Managers** (and vice versa). No **Manager** has any rights other than those stated in the **Governing Documents**, unless a particular **Manager** is also a member or also holds another office related to the **Company**, but those rights or preferences only relate to the **Manager** strictly in those capacities.

Article VII

By a vote (or written affirmative consent) of the **Company's** members representing all of the **Company's** membership

interests, the **Company** may admit members to the **Company**.

Unless admitting new members by a vote (or written affirmative consent) of the members as stated in the **Operating Agreement**, under any offering the **Company** makes, each of the **Company's** members will have preemptive rights to purchase membership interests in cash pro rata based on the member's membership interest in proportion to the collective membership interests of all the members before the offering. If expressed in the **Operating Agreement**, the membership interests may nonetheless:

- have transfer restrictions or be subject to call rights, including the **Company's** or the members' rights of first refusal, rights of first offer, drag-along rights, and other restrictions or rights belonging to others,
- be subject to mandatory cash call or dilution provisions if expressed in the **Operating Agreement**, and
- have other rights, restrictions, limitations, and preferences.

The membership interests will have no other rights, restrictions, limitations, or preferences other than those specifically mandated **Governing Documents**.

Article VIII

The **Company** will clearly stamp all documents evidencing the **Company's** membership interests with legends indicating that the membership interests are issued subject to certain restrictions on transferability as stated in these articles or the **Operating Agreement**, in reliance upon certain exemptions from federal and state securities law; and with other rights, limitations, preferences and elections as expressed in these articles or the **Operating Agreement**.

Article IX

The **Company** will distribute to the **Company's** members, before the 15th calendar day of the calendar month following the close of each calendar quarter, or as soon thereafter as possible ("**Tax Distribution Date**") the amount that the **Company** will distribute to the members pro rata based on each member's membership interest in proportion to the collective membership interests of all the members on each **Tax Distribution Date**. The amount the **Company** will distribute to the members on each **Tax Distribution Date** must be the lesser of:

- the "ordinary business income (loss)," as defined by and calculated under the *Internal Revenue Code of 1986, as amended*, ("**IRC**") on Department of the Treasury, Internal Revenue Service Form 1065, U.S. Return of Partnership Income multiplied by the highest income tax rate in **IRC 1** (but in no event less than \$0.00); or
- 50% of the lesser of:
 - o the net change in the **Company's** cash balances during a calendar quarter calculated under generally accepted accounting principles; or
 - o the **Company's** cash balances at the end of a calendar quarter, less reasonable reserves for working capital and projected cash requirements, including projected expenses and contingent liabilities, but not including capital investments and reinvestments that are not necessary to the **Company** as a going concern, all calculated under generally accepted accounting principles as limited by the **IRC**.

By a vote (or written affirmative consent) of the members representing all of the **Company's** membership interests, the

Company taken no more than 30 calendar days before a particular **Tax Distribution Date**, the members may reduce or decline the distribution for that **Tax Distribution Date**, but this Article's distribution requirements will never be waived, estopped, or otherwise altered by any preceding election to forego or reduce a distribution.

By a vote (or written affirmative consent) of the members as stated in the **Operating Agreement**, the members may compel the **Company** to make discretionary distributions of specified assets at specified times.

No member may receive capital contributions, distributions, or any other thing of value in the **Company's** care, custody, or control, whether or not originally belonging to, or in the possession of, that member, except as expressed in these articles or the **Operating Agreement**.

Article X

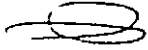
The **Company** will exist in perpetuity unless dissolved under the **Governing Documents**.

Article XI

By a vote (or written affirmative consent) of the **Company's** members representing all of the **Company's** membership interests, the members may amend, supersede, or repeal these Articles, except members may amend, supersede, or repeal Article II or Article III by a vote (or written affirmative consent) of the members as stated in the **Operating Agreement**. No **Manager** may amend, supersede, or repeal any of these articles.

Acknowledgment

Except to the extent we have done so in writing and with knowledge, we, the **Company's** authorized representatives, execute these articles on this day without personally assuming or ratifying any contracts or promises made on the **Company's** behalf by any person or entity before this date, if any. We execute this document in accordance with *section 605.0203(1)(b), Florida Statutes*. We are aware that any false information submitted in a document to the Department of State constitutes a third-degree felony as provided for in *section 817.155, Florida Statutes*.



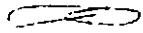
Charles PT Phoenix

Dated 8/31/2023

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**Acceptance of Appointment as Registered Agent
for
Collier Builders LLC**

Having been named as registered agent and to accept service of process for the above stated limited liability company as designated in the articles to which this acceptance accompanies, 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, Florida Statutes*.



Charles PT Phoenix
Dated 8/31/2023

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STATE OF FLORIDA
CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF
DADE
FILED
2023 SEP 11 AM 10:11
JESSICA L. HARRIS, CLERK