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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

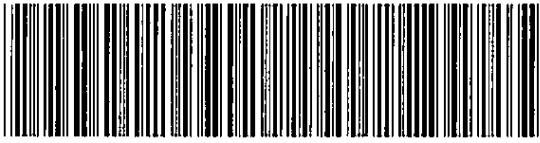
(Business Entity Name)

(Document Number)

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

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

24 JUN 17 PM 4:53

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(A)

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**COVER LETTER**

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

**SUBJECT:** Klein Holdings Florida, 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:

Jane E. Kerrigan  
(Contact Person)  
Hand Arendall Harrison Sale, LLC  
(Firm/Company)  
111 N. County Highway 393, Ste. 203  
(Address)  
Santa Rosa Beach, FL 32459  
(City, State and Zip Code)  
jkerrigan@handfirm.com  
E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

Jessi at (850) 650-0010  
(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

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 24 JUN 17 PM 4:53  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

**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:  
Klein Holdings, 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 Missouri  
(Enter state, or if a non-U.S. entity, the name of the country)

on 3/31/2003  
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:  
Klein Holdings Florida, 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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TALLAHASSEE, FLORIDA  
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**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I - Name:**

The name of the Limited Liability Company is:

Klein Holdings Florida, 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:**

399 Allen Loop Drive  
Santa Rosa Beach, FL 32459

399 Allen Loop Drive  
Santa Rosa Beach, FL 32459

**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:

Hand Arendall Harrison Sale, LLC  
Name

111 N. County Highway 393, Suite 203  
Florida street address (P.O. Box **NOT** acceptable)

Santa Rosa Beach                      FL 32459  
City    Zip

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TALLAHASSEE, FLORIDA  
**FILED**

*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.*

DocuSigned by:  
Jane Kerrigan  
Registered Agent's Signature (REQUIRED)

(CONTINUED)

## CONVERSION AGREEMENT

This Conversion Agreement (the "Agreement") is made and entered into as of May 31, 2024, by and among Klein Holdings, LLC, a Missouri limited liability company (the "Company"), and the members of the Company listed as signatories to this Agreement below (each "Owner" and collectively the "Owners").

### Recitals

A. The Owners are all of the members of the Company, a limited liability company formed and organized as of March 31, 2003 by Missouri Secretary of State. The Company is validly existing and in good standing under the Missouri Limited Liability Company Act (the "Act") and the laws of the State of Missouri. The Company is operating under the Articles of Organization.

B. The Owners wish to convert the Company into a Florida limited liability company (the "Converted Entity") in a transaction that will change the state under which it is operating. All provisions of this Agreement must be interpreted in a manner consistent with this intent.

C. The Owners are the owners of the following ownership interests in the Company:

<u>Name</u>	<u>Ownership Interest</u>
Lesa M. Klein, as co-Trustee of the Carl and Lesa Klein Living Trust	50% as separate property of Lesa Klein
Carl G. Klein, as co-Trustee of the Carl and Lesa Klein Living Trust	50% as the separate property of Carl G. Klein

D. It is intended that the conversion of the Company into the Converted Entity (the "Conversion") be completed in accordance with the provisions of the Act and Florida Revised Limited Liability Company Act, section 605.1042 (collectively, the "Controlling Statutes ") and the parties to this agreement wish to set out certain understandings and conditions with respect to the Conversion and the organization of the Converted Entity following completion of the Conversion.

NOW THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby, intending to be legally bound by the terms hereof, agree as follows:

### 1. Conversion

(a) The Company will be converted into the Converted Entity under the terms of the Controlling Statutes. In accordance with the Controlling Statutes, the Plan of Conversion attached hereto as Exhibit A (the "Plan"), including the organizational documents of the Converted Entity attached to such Plan, must be executed and filed with the Secretary of State of the State of Florida promptly after all the Owners have executed and delivered this Agreement.

(b) The Conversion will be effective when the Plan is accepted for filing by the Secretary of State of the State of Florida and all conditions to the effectiveness of the Conversion have been satisfied or waived (the date that the Conversion becomes effective is referred to herein as the "Effective Date"). As of the Effective Date, the ownership interests of each of the Owners in the Company shall be deemed to have been automatically converted into ownership interests in the Converted Entity as provided in Section 3 of this Agreement. After the Conversion, the business of the Company will continue to be carried on by the Converted Entity.

(c) Each of the Owners represents and warrants to the other Owners that he or she is the sole owner of the interest in the Company that will be converted into an interest in the Converted Entity. Each of the Owners also represents and warrants that his or her interest in the Company is free and clear of any and all liens or encumbrances, and he or she will defend the same against all claims and demands of all persons. In addition, each of the Owners represents and warrants that he or she has a good right to consent to the conversion of his or her interest in the Company to an interest in the Converted Entity, so long as the other Owners consent to the Conversion as provided in this Agreement.

(d) The Company and Converted Entity shall take all such further actions as may be required to complete the Conversion with the Secretary of State as required under the Controlling Statutes and the execution of all documents necessary to transfer the legal rights of the Company to the Converted Entity (including all required filings and notices with state and local authorities).

(e) Notwithstanding anything herein to the contrary, each of the Owners acknowledges and agrees that the Managers of the Company shall have the power, in its discretion, to abandon the Conversion provided for in this Agreement prior to the filing of the Plan with the Secretary of State of the State of Florida.

## **2. Name, Address and Registered Agent of Converted Entity**

Converted Entity will operate under the name of Klein Holdings Florida, LLC. The mailing and street address of the chief executive office and the Florida office of the Converted Entity will be 399 Allen Loop Drive, Santa Rosa Beach, FL 32459. The registered agent for service of process on Converted Entity will be Hand Arendall Harrison Sale, LLC, at 111 N. County Highway 393, Suite 203, Santa Rosa Beach, FL 32459

## **3. Terms of Conversion**

Upon the Effective Date, all of the outstanding Ownership interest of Company owned by each

of the Owners (other than those Ownership interest owned by Owners electing to exercise their dissenters' rights as provided in the Act) will be converted, without further action, into an interest in the Converted Entity that is equal (or as nearly equal as possible, in light of the change in the organizational form of the entity) in value, voting rights, and all other respects to the Ownership interest owned by such Owner prior to the Effective Date. The interests of the Owners in the Converted Entity upon the Effective Date shall be as set forth on the Schedule of Interests in the Converted Entity attached hereto as Exhibit B and made a part of the Plan by reference as provided in the Plan. Each Owner shall, upon request by Company or the Converted Entity, deliver such assignments, certificates and other documents as may be necessary in order to effect the aforementioned conversion of their ownership interests.

#### **4. Continuation of Business and Governing Documents**

From and after the Effective Date, the business of the Company will continue to be carried on by Converted Entity and all the rights and property of the Company will be vested in the Converted Entity and all debts, liabilities, and obligations of the Company shall continue as debts, liabilities, and obligations of the Converted Entity. All holders of interests in Converted Entity will be bound by the terms of the operating agreement of Converted Entity, copies of which are attached hereto as Exhibit C and made a part of this Agreement by this reference.

#### **5. Consent to Conversion**

Each of the Owners consents to the Plan and the Conversion contemplated therein in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, each of the Owners hereby approves the resolutions attached hereto as Exhibit D (the "Resolutions") and agrees that his or her signature hereto shall constitute the requisite written consent to the Resolutions which may be filed with the books and records of the Company by the authorized officers of the Company. Each of the Owners also agrees to execute such other documents as may be necessary to confirm and complete the Conversion including, without limitation, a separate action by written consent approving the Resolutions.

#### **6. Securities Law Matters**

(a) The interests of the Converted Entity to be issued pursuant to the Conversion shall not be registered under the Securities Act of 1933, in reliance on Section 4(2) of the Securities Act of 1933 or such other exemption as the Converted Entity and its counsel shall elect. The Owners agree that the interests of the Converted Entity issued pursuant to the Conversion, whether represented by certificates or merely reflected in the Articles of Organization, shall bear a restrictive legend stating substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933 OR AN OPINION OF COUNSEL SATISFACTORY TO THE

COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT.

**7. General Provisions**

(a) Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, as follows:

(1) if to the Company or the Converted Entity, at: 111 N. County Highway 393, Suite 203, Santa Rosa Beach, FL 32459

(2) if to the Owners, at: 399 Allen Loop Drive, Santa Rosa Beach, FL 32459

Any party hereto (and such party's permitted assigns) may by notice so given provide and change its address for future notices hereunder. Notice shall conclusively be deemed to have been given when personally delivered or five (5) days after being deposited in the mail in the manner set forth above.

(b) This Agreement constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof.

(c) Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the parties hereto (and/or any of their permitted successors or assigns).

(d) This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Missouri, excluding that body of law relating to conflict of laws.

(e) If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

(f) Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

(g) The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto.

(h) The captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe or interpret this Agreement.



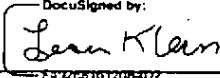
(i) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(j) No party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto and any attempt to do so will be void.

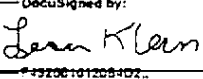
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

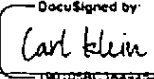
**COMPANY:**

Klein Holdings, LLC

By:  \_\_\_\_\_  
Lesam01208402  
Lesa M. Klein, Manager

**OWNERS:**

By:  \_\_\_\_\_  
Lesam01208402  
Lesa M. Klein individually and as Co-Trustee of the Lesa and Carl Klein Living Trust

By:  \_\_\_\_\_  
100:008C3A47454  
Carl G. Klein, individually and as Co-Trustees of the Lesa and Carl Klein Living Trust

## **PLAN OF CONVERSION FOR LIMITED LIABILITY COMPANY**

### **1. The Limited Liability Company**

Klein Holdings, LLC (the "Company") is a limited liability company that is duly organized, validly existing, and in good standing under the Missouri Limited Liability Company Act and the laws of the State of Missouri. Company is operating under Articles of Organization filed with the Missouri Secretary of State on March 31, 2003 and an Operating Agreement effective March 31, 2003 (the "Operating Agreement"). The Missouri Secretary of State's file number for Company is LC0081043.

### **2. The Conversion**

The members of Company desire to convert Company to a limited liability company (the "Conversion") pursuant to this Plan of Conversion (the "Plan") as authorized under the Florida Revised limited liability Company Act, sections 605.1041-605.1046 (the "Code"). The converted limited liability company (the "Converted Entity") will be organized under the laws of the State of Florida, including the Florida Revised Limited Liability Act.

### **3. Name, Address and Registered Agent of Converted Entity**

Converted Entity will operate under the name of Klein Holdings Florida, LLC. The mailing and street address of the chief executive office and the Florida office of the Converted Entity will be 399 Allen Loop Drive, Santa Rosa Beach, FL 32459. The registered agent for service of process on Converted Entity will be Hand Arendall Harrison Sale, LLC, at 111 N. County Highway 393, Suite 203, Santa Rosa Beach, FL 32459

### **4. Terms of Conversion**

In order to convert the Company into a limited liability company, the members of the Company (other than those members exercising their dissenters' rights as provided in the Code) are each assigning and transferring their interests in the Company to the Converted Entity in exchange for an interest in the Converted Entity. Each member's total percentage interest in profits and losses and capital of the Converted Entity will be the same as that member's total percentage interest in profits and losses and capital of the Company immediately prior to the Effective Date (as defined below), and shall be as set forth on the Schedule of Interests in the Converted Entity attached hereto and made a part of this Plan by this reference. The aforementioned assignment and transfer of interests in the Company shall be effected by an assignment of membership interests to be executed and delivered by each member of the Company (other than those members exercising their dissenters' rights as provided in the Code).

### **5. Continuation of Business and Governing Documents**

vested in the Converted Entity and all debts, liabilities, and obligations of the Company shall continue as debts, liabilities, and obligations of the Converted Entity. All holders of interests in Converted Entity will be bound by the terms of the operating agreement of Converted Entity, copies of which are attached hereto and made a part of this Plan.

**6. Tax Consequences of Conversion**

It is the desire and intent of the members of Company that the Conversion will be tax free to the members under § 721 of the Internal Revenue Code of 1986, as amended (the "IRC"), will not be considered a taxable sale or exchange under IRC § 708, and will not result in a termination of the Company for income tax purposes. All provisions of this Plan shall be interpreted in a manner consistent with this intent.

**7. Approval of Plan and Dissenting Members' Procedures**

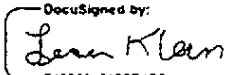
The principal terms of this Plan have been approved by a vote of the members of the Company, which vote equaled or exceeded the vote required under the Code and the applicable provisions of the Operating Agreement. Company shall send notice of the approval of the Conversion to each member that did not approve the Conversion within the period specified in the Code and shall fulfill its obligations under the Code to each member who delivers a timely notice to Company of such member's decision to require the Company to purchase any dissenting interests owned by such member in accordance with the procedures in the Code.

**8. Further Actions and Effective Date of Conversion**

Company and Converted Entity shall take all such further actions as may be required to complete the Conversion, including the filing of the certificate of conversion (the "Conversion Certificate") with the Florida Secretary of State as required under the Code and the execution of all documents necessary to dissolve the Company (including all required filings and notices with state and local authorities) and transfer the legal rights of the Company to Converted Entity. The Conversion shall be effective on the date that the Conversion Certificate is accepted for filing by the Florida Secretary of State (the "Effective Date").

Executed on May 31, 2024.

**KLEIN HOLDINGS, LLC**

DocuSigned by:  
  
By: Les M. Klein  
F49268181208402  
Les M. Klein, as Co-Trustee and  
individually

By: <sup>DocuSigned by:</sup> Carl Klein  
Carl G. Klein, as Co-Trustee and  
individually

**KLEIN HOLDINGS FLORIDA, LLC**

By: Lesa Klein  
Lesla M. Klein, Manager of Klein Holdings Florida, LLC