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(Requestor's Name)

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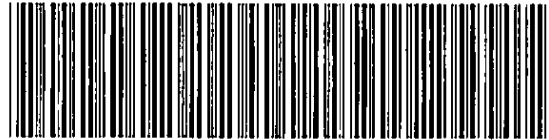
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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T.S.H
7/24/24

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: Natural Stone Concepts of Naples 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 Magilewski

(Contact Person)

(Firm/Company)

3906 Enterprise Ave

(Address)

Naples FL 34104

(City, State and Zip Code)

carl@nscnaples.com

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

For further information concerning this matter, please call:

Charles Magilewski

at (239) 633-3714

(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

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:
Natural Stone Concepts of Naples, Inc.

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a corporation
(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 - P100000093487
(Enter state, or if a non-U.S. entity, the name of the country)

on 10/12/2010
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:
Natural Stone Concepts of Naples 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.)

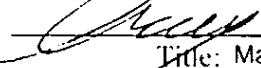
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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.

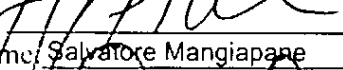
Signed this 17th day of July 20 24.

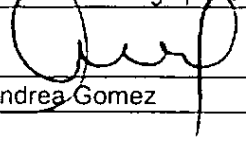
Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: 
Printed Name: Charles Magilewski Title: Manager

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

Signature: 
Printed Name: Charles Magilewski Title: Director, Chief Executive Officer.

Signature: 
Printed Name: Salvatore Mangiapane Title: President

Signature: 
Printed Name: Andrea Gomez Title: Secretary

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)

Plan of Conversion
for
Natural Stone Concepts of Naples, Inc.
a Domestic Corporation

*Under the laws of the State of Florida, namely chapters 605 and 607, Florida Statutes, the undersigned executes this plan of conversion to convert Natural Stone Concepts of Naples, Inc. (a Florida corporation) (the "**Corporation**") into a limited liability company as authorized under sections 605.1041 and 607.11930, Florida Statutes.*

The name of the converting corporation

Natural Stone Concepts of Naples, Inc.
Florida Department of State
Document Number P10000093487

section 605.1046 and 607.11930, Florida Statutes at the effective time.

Additionally, the bylaws of the **Corporation** will be terminated at the effective time and superseded by the *Operating Agreement* at the effective time. Nonetheless, no bylaws of the **Corporation** have been or will be adopted prior to the effective time.

The name, jurisdiction of formation, and type of entity of the converted corporation

Natural Stone Concepts of Naples LLC
a Florida limited liability company

Additionally, the *Operating Agreement* for Natural Stone Concepts of Naples LLC will take effect at the effective time.

Conversion

The **Corporation** will be converted into and shall hereafter become and continue to exist as a Florida limited liability company under the name "Natural Stone Concepts of Naples LLC" (the "**LLC**").

Additionally, the directors of the **Corporation** immediately prior to the effective time will be the managers of the LLC under chapter 605, Florida Statutes, the *Articles of Organization for Natural Stone Concepts of Naples LLC*, and the *Operating Agreement* at the effective time until their successors are duly-appointed. Nonetheless, no directors of the **Corporation** have been or will be appointed or seated prior to the effective time.

The effective time of conversion

The conversion will be effective upon filing the *Articles of Conversion* and *Articles of Organization for Natural Stone Concepts of Naples LLC* with the Florida Department of State, Division of Corporations.

Additionally, the officers of the **Corporation** immediately prior to the effective time will be the officers of the LLC under chapter 605, Florida Statutes, the *Articles of Organization for Natural Stone Concepts of Naples LLC*, and the *Operating Agreement* at the effective time until their successors are duly-appointed.

The effects of conversion

The consummation of the conversion will have all the effects set forth in

Nonetheless, no officers of the **Corporation** have been or will be appointed prior to the effective time.

The manner and basis of converting the shares of the Corporation, or the rights to acquire shares, obligations, or other securities of the Corporation

At the effective time, by virtue of the conversion and without any action on the part of the **Corporation**, Natural Stone Concepts of Naples LLC or any interest holder, all of the shares of common stock of the **Corporation** issued and outstanding immediately prior to the effective time will automatically be converted into 100% of Natural Stone Concepts of Naples LLC's "membership interests" (as described under chapter 605, Florida Statutes, the *Articles of Organization for Natural Stone Concepts of Naples LLC*, and the *Operating Agreement*). Immediately prior to the

effective time, there will not be any other outstanding class or series of capital stock or obligations, securities, or other interests in the **Corporation**. Nonetheless, no shares or obligations, securities or other interests in the **Corporation** have been or will be issued or outstanding prior to the effective time, and therefore, no shareholders will exist prior to the effective time.

Approval

This plan of conversion has been approved and adopted by the incorporator (who was the **Corporation's** proposed president and sole director prior to the effective time).

Acknowledgment

This plan of conversion is hereby approved to convert Natural Stone Concepts of Naples, Inc. (a Florida corporation) into Natural Stone Concepts of Naples LLC (a Florida limited liability company) as described in this plan of conversion.

Natural Stone Concepts of Naples, Inc.
(a Florida corporation)

By: 

Salvatore Mangiapane, President

Dated 7/17/2024

The remainder of this page is intentionally blank (this sentence is not part of any Article).

Articles of Organization
for
Natural Stone Concepts of Naples 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
Name

The **Company's** name is:

Natural Stone Concepts of Naples LLC

Article II
Addresses

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

3906 Enterprise Ave
Naples FL 34104

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

3906 Enterprise Ave
Naples FL 34104

Article III
Purposes

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 IV
Governing Documents

By a vote (or written affirmative consent)

of the **Company's** members representing all 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 V Members and Membership Interests

By a vote (or written affirmative consent) of the **Company's** members representing a majority 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 VI Membership Interest Certificates

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 laws, and with other rights, limitations, preferences and elections as expressed in these articles or the **Operating Agreement**.

Article VII Mandatory Tax Distributions

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 a majority 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 VIII Term of Existence

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

Article IX Registered Agent

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

Charles Magilewski

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

3210 63rd St SW
Naples FL 34105

The initial registered agent may be removed from office and other persons may be appointed as registered agent as stated in the **Operating Agreement** without amending this article.

Article X Managers

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**.

The **Managers** will manage the **Company** under the **Governing Documents**.

The **Company's** 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. No **Manager** may amend, supersede, or repeal any of these articles.

Each person named below is an initial **Manager** for the **Company**:

Charles Magilewski

An initial **Manager** may be removed from office and other persons may be appointed as **Managers** under the **Governing Documents** without amending this article.

Article X Officers

The **Managers** may form offices and appoint and remove corporeal persons to those offices as stated in the **Operating Agreement**.

The **Managers** and the **Company's** members may be officers (and vice versa). No officer has any authority other than as stated in the **Operating Agreement**, unless a particular officer is also a **Manager**, a member, or holds another office related to the **Company**, but that other authority only relates to the officer strictly in those capacities. No officer may amend, supersede, or repeal any of these articles.

Each person named below is an initial officer for the **Company** in the respective offices:

Salvatore Mangiapane, President
Charles Magilewski, Chief Executive
Officer

Andrea Gomez, Secretary
Charles Magilewski, Treasurer

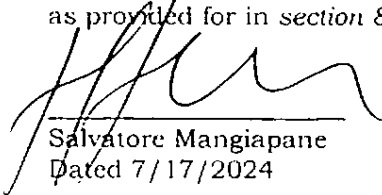
An initial officer may be removed from office and other persons may be appointed as **Managers** under the **Governing Documents** without amending this article.

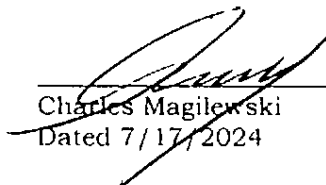
Article IX Amendments

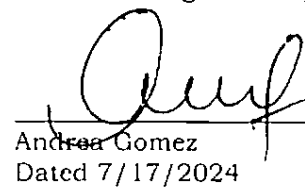
By a vote (or written affirmative consent) of the **Company's** members representing a majority of the **Company's** membership interests, the members may amend, supersede, or repeal these Articles, except members may amend, supersede, or repeal Article II by a vote (or written affirmative consent) of the members as stated in the **Operating Agreement**.

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*.


Salvatore Mangiapane
Dated 7/17/2024

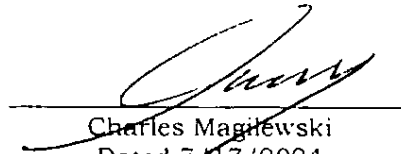

Charles Magilewski
Dated 7/17/2024


Andrea Gomez
Dated 7/17/2024

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**Acceptance of Appointment as Registered Agent
for
Natural Stone Concepts of Naples 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 Magilewski
Dated 7/17/2024

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