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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

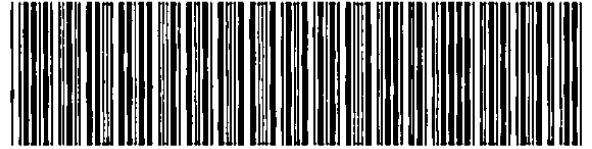
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only



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20 DEC -3 PM 7:45

J DENNIS  
DEC 11 2020

**COVER LETTER**

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

**SUBJECT:** SENSOFT APPLICATION SERVICES, 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:

LARRY P. KING  
(Contact Person)

LARRY P. KING, CPA  
(Firm/Company)

7452 OAKMARK ROAD  
(Address)

HARMONY, FL 34773  
(City, State and Zip Code)

larrypaulking@gmail.com  
E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

LARRY P. KING, CPA at (407) 758-1730  
(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**

20 DEC -3 PM 7:45

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: SENSOFT APPLICATION SERVICES, 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, e

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 SEPTEMBER 21, 2012  
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization** is SENSOFT APPLICATION SERVICES, LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: JANUARY 1, 2021  
**(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 20th day of NOVEMBER 2020

2020-11-20

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

Signature of Authorized Representative: Marie W Hardy  
Printed Name: MARIE W. HARDY Title: AUTHORIZED MEMBER

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

Signature: Marie W Hardy  
Printed Name: MARIE W. HARDY Title: CHAIRMAN & PRESIDENT

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 FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I - Name:**

The name of the Limited Liability Company is:

SENSOFT APPLICATION SERVICES, 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:**

7452 OAKMARK ROAD  
HARMONY, FL 34773

7452 OAKMARK ROAD  
HARMONY, FL 34773

**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:

LARRY P. KING, CPA

Name

7452 OAKMARK ROAD

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

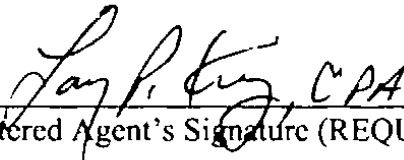
HARMONY

FL 34773

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)

**ARTICLE IV-**

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

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

AMBR

**Name and Address:**

MARIE W. HARDY

313 GREENFIELD AVE

WINCHESTER, VA 22602

2012-03-11 11:40

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(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.

AUTHORIZED MEMBER

\_\_\_\_\_  
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)**

**PLAN OF CONVERSION  
OF  
SENSOFT APPLICATION SERVICES, INC.**

2021-03-11 7:42

This Plan of Conversion (the "Plan") of Sensoft Application Services, Inc., a Florida corporation (the "Corporation"), is approved effective as of January 1, 2021.

WHEREAS, the Corporation is organized under the laws of the State of Florida;

WHEREAS, the Corporation desires to convert into and hereafter become and continue to exist a Florida limited liability company pursuant to Section 605.1042 *et seq* of the Business Corporation Act, the Board of Directors of the Corporation has, by resolutions duly adopted, recommended this Plan to the sole shareholder of the Corporation (the "Shareholder") to effect the conversion of the Corporation 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 Shareholder;

NOW, THEREFORE, this Plan is hereby approved to convert the Corporation 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 and Section 607.1112 *et seq* of the Business Corporation Act, at the Effective Time (as hereinafter defined), the Corporation shall be converted into and shall hereafter become and continue to exist as a Florida limited liability company under the name "Sensoft Application Services, LLC" (the "LLC").
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 effect set forth in Section 605.1046 of the LLC Act and Section 607.1114 of the Business Corporation Act. In furtherance, and not in limitation, of the foregoing, at the Effective Time, all of the obligations of the Corporation as well as all of the rights, privileges and powers of the Corporation, and all property, real, personal and mixed, and all debts due to the Corporation or owed by the Corporation, and all franchises, licenses and permits held by the Corporation, as well as all other things and causes of action belonging to the Corporation, 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 Corporation shall not revert or be in any way impaired by reason of Section 605.1046 of the LLC Act and Section 607.1114 of the Business Corporation Act.
4. Operating Agreement of the LLC. At the Effective Time, the bylaws of the Corporation shall be replaced by and the LLC shall be governed by, the LLC operating agreement, substantially in the form attached hereto as Exhibit B as amended in accordance with the terms thereof (the "Operating Agreement").

5. Directors and Officers. The directors of the Corporation immediately prior the the Effective Time shall be the directors of the LLC from and after the Effective Time until their successors are duly appointed and qualified, to serv in accordance with the relevant provisions of the LLC Act (and deemed managers of the Corporation for purposes of the LLC Act) and the terms of the Operating Agreement. 1 officers of the Corporation immediately prior to the Effective Time shall be the officers of the LLC from and after the Effective Time until their successors are duly appointed and qualified. to serve in accordan with the relevant provisions 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 an action on the part of the Corporation, the LLC or any holder thereof, the shares of common stock of the Corporation, issued and outstanding immediately prior to the Effective Time, all of which are held by the Shareholder, shall be automatically converted into one hundred percent (100%) of the limited liability company interests of the LLC. Immediately prior to the Effective Time, there shall be outstanding no clk or series of capital stock of the Corporation other than its common stock.

7. Termination. This Plan and the transactions contemplated hereby may be terminated by resolution of the Board of Directors of the Corporation at any time prior to the Effective Time in the manner and to the extent provided in the LLC Act and the Business Corporation Act.

8. Effect of Termination. If this Plan is terminated pursuant to Section 7 hereof, this Plan sha 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 Board of Directors of the Corporation at any time prior to the Effective Time in the manner and to the extent provided in the LLC Act and the Business Corporation 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 the Plan of Conversion as of this 20<sup>th</sup> day of November 2020.

SENSOFT APPLICATION SERVICES, INC.

By: Marie W Hardy

Marie W. Hardy  
President

2020-11-20  
SENSOFT APPLICATION SERVICES, INC.



## OPERATING AGREEMENT

### SENSOFT APPLICATION SERVICES, LLC a Florida Limited Liability Company

2021.01.01

This OPERATING AGREEMENT of SENSOFT APPLICATION SERVICES, LLC (the "Company") is entered into effective as of January 1, 2021 by the Sole Member, Marie W. Hardy ("Sole Member").

A. The Company is the result of a conversion pursuant to Section 607.1112 of the Florida Business Corporation Act effect January 1, 2021. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Florida. The Sole Member hereby adopts and approves the articles of organization of the Company filed with the Florida Department of State.

B. The Sole Member enters into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify Member rights and obligations.

C. The business and affairs of the Company will be managed by the Sole Member, subject to the terms of this Agreement and the Florida Limited Liability Company Act.

D. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as required by the Florida Limited Liability Company Act.

E. All income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes to the Sole Member.

F. The Company will have the right to make distribution of cash and property to the Sole Member. No distribution may be made if, after the distribution, the Company would be insolvent.

G. The Company will use its best efforts to provide the Sole Member, within 45 days after the end of each calendar year, all information necessary to complete her Federal and state income tax returns.

H. All funds of the Company may be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Sole Member is authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

I. A Member shall not transfer or assign any Membership Interest unless all existing Members consent to such transfer. A person may acquire a Membership Interest directly from the Company upon the written consent of all existing Members.

J. The Company will be dissolved upon the first to occur of the following events:

(1) The unanimous agreement of all Members in a consent in writing to dissolve the Company;

(2) Entry of a decree of judicial dissolution under 608.441(3) of the Florida Limited Liability Company Act;

(3) At any time that there are no Members;

(4) The sale or transfer of all or substantially all of the Company's assets;

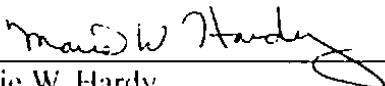
(5) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

K. The Company has the power to defend, indemnify, and hold harmless any person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such person was or is a Member, manager, officer, employee, representative, or other agent of the Company, against expenses, judgments, fines, settlements, and other amounts to the maximum extent now or hereafter permitted under Florida law.

L. This Agreement will be construed and enforced in accordance with the laws of the state of Florida.

IN WITNESS WHEREOF, Marie W. Hardy has executed this Operating Agreement and does hereby represent and warrant that she is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 11/20/20

  
\_\_\_\_\_  
Marie W. Hardy

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