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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

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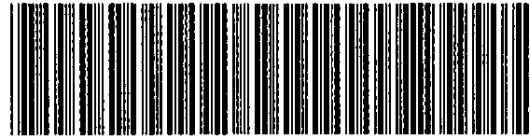
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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TALLAHASSEE, FLORIDA

(JUL 05 2013

D. BRUCE

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Sandalford Associates, LLC
(Name of Resulting Florida Limited Company)

The enclosed Certificate 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. 608.439, F.S.

Please return all correspondence concerning this matter to:

Carol Golden

(Contact Person)

(Firm/Company)

7458 Campo Florida

(Address)

Boca Raton, FL 33433

(City, State and Zip Code)

CAROL.GOLDEN@GMAIL.COM

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

For further information concerning this matter, please call:

Carol Golden

(Name of Contact Person)

at (561) 883-5529

(Area Code and Daytime Telephone Number)

Enclosed is a check for the following amount:

- | | | | |
|---|---|---|---|
| <input 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 checked="" type="checkbox"/> \$185.00 Filing Fees, Certified Copy, and Certificate of Status |
|---|---|---|---|

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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TALLAHASSEE FLORIDA

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Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate 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.608.439, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Sandalfoot Associates

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a general partnership 6P1300000925
(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 March 25, 1985
(Enter date "Other Business Entity" was first organized, formed or incorporated)

3. If the jurisdiction of the "Other Business Entity" was changed, the state or country under the laws of which it is now organized, formed or incorporated:

N/A

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

Sandalfoot Associates, LLC

(Enter Name of Florida Limited Liability Company)

5. If not effective on the date of filing, enter the effective date: _____
(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; **AND** 2) must be the same as the effective date listed in the attached **Articles of Organization**, if an effective date is listed therein.)

6. The conversion is permitted by the applicable law(s) governing the other business entity and the conversion complies with such law(s) and the requirements of s.608.439, F.S., in effecting the conversion.

7. The "Other Business Entity" currently exists on the official records of the jurisdiction under which it is currently organized, formed or incorporated.

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TALLAHASSEE FLORIDA

Signed this 28th day of June 2013.

Signature of Member or Authorized Representative of Limited Liability Company:

Individual signing affirms that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S.

Signature of Member or Authorized Representative: Carol Golden
Printed Name: Carol Golden Title: managing member

Signature(s) on behalf of Other Business Entity: Individual(s) signing affirm(s) that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S. [See below for required signature(s).]

Signature: Carol Golden
Printed Name: Carol Golden Title: managing 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:

| | |
|--|--------------------|
| Certificate of Conversion: | \$25.00 |
| Fees for Florida Articles of Organization: | \$125.00 |
| Certified Copy: | \$30.00 (Optional) |
| Certificate of Status: | \$5.00 (Optional) |

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

ARTICLE I – Organization and Purposes

1.1 Name

The name of the Limited Liability Company (“Limited Liability Company”) is Sandalfoot Associates, LLC.

1.2 Address

The mailing address and street address of the principal office of the Limited Liability Company is:

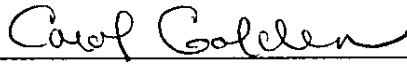
SANDALFOOT ASSOCIATES, LLC
7458 Campo Florida
Boca Raton, Florida 33433

1.3 Registered Agent, Registered Office, & Registered Agent’s Signature

The name and the Florida street address of the registered agent are:

Carol Golden
7458 Campo Florida
Boca Raton, Florida 33433

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 statute 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 608, F.S.



Registered Agent’s Signature

1.4 Managing Members

Carol Golden
7458 Campo Florida
Boca Raton, Florida 33433

Ruth Berkowitz
64 Beechwood Lane
Fairfield, CT 06430

The Glantz Family LTD Partnership
1925 Black Rock Turnpike

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Suite 203
Fairfield, CT 06825

1.5 Termination of Membership

If a member of the Limited Liability Company dies, retires, resigns, is expelled, is dissolved, experiences bankruptcy, or upon the occurrence of any other event which terminates the continued membership of a member in the Limited Liability Company, the remaining members may, by unanimous written agreement, continue the business of the Limited Liability Company.

1.6 Purpose

The purpose for which the Limited Liability Company is organized is to manage offices in the following described property:

Lot 4 in H.I.D. PLAZA, according to the Plat thereof, recorded in Plat Book 46, Pages 5 and 6, of the Public Records of Palm Beach County, Florida; said lands lying in the N.W. Quarter of Section 36, Township 47 S., Range 41 E.

1.7 Date of Existence

The existence of the Company shall commence on the date of filing the Articles of Organization by the Florida Department of State.

1.8 Duration

The period of duration for the Limited Liability Company shall be perpetual.

1.9 Limited Liability

Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Limited Liability Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Limited Liability Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Limited Liability Company solely by reason of being a Member or Manager of the Limited Liability Company.

ARTICLE II—Financial Arrangements

2.1 Percentage Share of Profits and Capital

The Percentage Share of Profits and Capital of each Member, which is based upon the Initial Capital Contribution, shall be as follows:

| | |
|-----------------------------------|-----|
| CAROL GOLDEN | 50% |
| THE GLANTZ FAMILY LTD PARTNERSHIP | 25% |
| RUTH BERKOWITZ | 25% |

2.2 Additional Capital Contribution

If at any time during the existence of the Limited Liability Company it shall become necessary to increase the capital with which the said Limited Liability Company is doing

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business, each Managing Member shall be required to contribute to the required additional contributions in the following percentages:

| | |
|-----------------------------------|-----|
| CAROL GOLDEN | 50% |
| THE GLANTZ FAMILY LTD PARTNERSHIP | 25% |
| RUTH BERKOWITZ | 25% |

2.3 Interest

No interest shall be paid on any contribution to the capital of the Limited Liability Company unless the contribution is made in the form of a loan.

2.4 Return of Capital Contributions

No Managing Member shall have the right to demand the return of his or her contributions except as herein provided.

2.5 Rights of Priority

Except as herein provided, the individual Managing Members shall have no right to any priority over each other as to the return of capital contributions except as herein provided.

2.6 Distributions

Distributions to the Managing Members of net operating profits of the Limited Liability Company, as hereinafter defined, shall be made at such times as the Managing Members shall reasonably agree. Any such distributions shall be made to the Managing Members simultaneously after deducting from such distributions any amounts which any Managing Member may owe to the Limited Liability Company. For the purpose of this Agreement, net operating profit for any accounting period shall mean the gross receipts of the Limited Liability Company for such period, less the sum of all cash expenses of operation of the Limited Liability Company, and such sums as may be necessary to establish a reserve for operating expenses. In determining net operating profit, deductions for depreciation, amortization or other similar charges not requiring actual current expenditures of cash shall not be taken into account in accordance with generally accepted accounting principles.

ARTICLE III-Management

3.1 Voting

For each matter of the Limited Liability Company that requires the vote or approval of the Members under this Agreement or the Act, the matter shall be approved by the Members if the Majority Member(s) approve such matter.

ARTICLE IV—Miscellaneous

4.1 Transfer

Any Managing Member may transfer the whole or any part of its interest to another person without the prior written consent of all of the Managing Members. In the event of the death of a Managing Member, the legal representative of such Managing Member, or the successor in interest of such Managing Member, shall succeed to the right of such

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Managing Member to receive allocations and distributions hereunder without the consent of all of the Managing Members.

4.2 Accounting, Books, Records

The Limited Liability Company shall maintain at its principal place of business, or such other places as the Managing Members shall determine, books of account for the Limited Liability Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the operation of the Limited Liability Company business in accordance with such accounting methods selected by the Managing Members. Each Managing Member shall have access to such books of account and shall be entitled to examine them at any time during ordinary business hours. At the end of the year, the Managing Members shall cause the Limited Liability Company's accountant to prepare a balance sheet setting forth the financial position of the Limited Liability Company as of the end of that year and a statement of operations (income and expenses) for that year. Each Managing Member shall be deemed to have waived all objections to any transaction or other facts about the operation of the Limited Liability Company disclosed in such balance sheet and/or statement of operations unless he shall have notified the Managing Members in writing of his objections within thirty (30) days of the date on which such statement is mailed.

4.3 Banking

The Limited Liability Company shall maintain a bank account or bank accounts in the Limited Liability Company's name in a national or state bank in the State of Florida. Checks and drafts shall be drawn on the Limited Liability Company's bank account for Limited Liability Company purposes only.

4.4 Titles and Subtitles

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

4.5 Severability

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

4.6 Waiver

No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

4.7 Applicable Law

This Agreement shall be subject to and governed by the laws of the State of Florida.

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4.8 Assignment


This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

4.9 Arbitration

Any controversy or claim arising out of or relating to this Agreement shall first be settled by arbitration in accordance with the rules of the American Arbitration Association, one Arbitrator, and shall be enforceable in any court having competent jurisdiction.

4.10 Attorney's Fees

In the event that any litigation arises between the parties hereto, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs incurred in such litigation, including any attorney's fees or costs incurred or any appellant proceedings.



Carol Golden

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. 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, FS)

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