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SECRETARY OF STATE  
TALLAHASSEE, FL

## COVER LETTER

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

**SUBJECT:** OSE Management 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:

Yi Lu CPA

(Contact Person)

Lucent Consulting Services LLC

(Firm/Company)

947-B Russell Ave

(Address)

Gaithersburg, MD 20879

(City, State and Zip Code)

ylu@lucentcpa.com

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

For further information concerning this matter, please call:

Yi Lu

at ( 240 )

644-3300

(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 800  
Tallahassee, FL 32303

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TALLAHASSEE, FL

**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:  
OSE Management 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 Commonwealth of Virginia  
(Enter state, or if a non-U.S. entity, the name of the country)

on March 29, 2013  
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:  
OSE Management LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: N/A

**(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, FL**

Signed this 22th day of May 20 23.


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

Signature of Authorized Representative: 

Printed Name: Sophia Tong

Title: Manager

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

Signature: 

Printed Name: Sophia Tong

Title: 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:**

Articles 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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TALLAHASSEE, FL

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# ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

## ARTICLE I - Name:

The name of the Limited Liability Company is:

OSE Management 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:

15701 Collins Ave Unit 2603  
Sunny Isles Beach, FL 33160

### Mailing Address:

15701 Collins Ave Unit 2603  
Sunny Isles Beach, FL 33160

## 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:

Sophia Tong

Name

15701 Collins Ave Unit 2603

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

Sunny Isles Beach

FL 33160

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)

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TALLAHASSEE, FL

**ARTICLE IV-**

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

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

MGR

**Name and Address:**

Sophia Tong

15701 Collins Ave Unit 2603

Sunny Isles Beach, FL 33160

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use attachment if necessary)

**ARTICLE V: Other provisions, if any.**

The Effective date shall be the date of filing.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

Sophia Tong

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)**

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AMENDED AND RESTATED  
OPERATING AGREEMENT

OF

OSE MANAGEMENT LLC

A FLORIDA LIMITED LIABILITY COMPANY

Effective Date: May 22, 2023

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1.4 "Member" means the undersigned or a Person admitted as a Member under this Operating Agreement.

1.5 "Person" means any individual, partnership, firm, corporation, limited liability company, joint-stock company, trust, estate, or other entity.

## **ARTICLE II** **FORMATION**

2.1 Organization. The member hereby organizes the Company as a Florida limited liability company, under the provisions of Act.

2.2 Effective Date. If Company shall come into being on and this Organization of the Company are filed with the Florida Department of State.

2.3 Name of LLC. The name of the LLC is "OSE Management LLC" and such name shall be used at all times in connection with the conduct of the LLC's business.

2.4 Operating Agreement: Invalid Provisions. The Member, by executing this Operating Agreement, hereby agrees to the terms and conditions of this Operating Agreement, as they may from time to time be amended. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, such prohibition or ineffectiveness shall not affect any other provision hereof and this Operating Agreement shall be deemed to be amended to the least extent necessary to make this Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in a way that validates any provision of this Operating Agreement that was formerly invalid, that provision shall be considered to be valid from the effective date of the amendment or interpretation.

## **ARTICLE IV** **PURPOSE; NATURE OF BUSINESS**

3.1 Purpose; Nature of Business. The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Member from time to time. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Section 3.1.

3.2 Powers. The Company shall have all powers of a limited liability company under the Act and the power to do all things necessary or convenient to accomplish its purpose and operate its business as described in Section 3.1.

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c. Perform or arrange performance of the management and administrative services necessary for the operations of the Company;

d. Incur all expenditures permitted by this Agreement, and to the extent that funds of the Company are available, pay all expenses, debts and obligations of the Company;

e. Employ and dismiss from employment any and all consultants, custodians of the assets of the Company and other agents;

f. Enter into, execute, amend, supplement, acknowledge and deliver such contracts, agreements, guarantees, security agreements and other instruments as the Members shall determine to be appropriate in furtherance of the purposes of the Company;

g. Purchase indemnity insurance for the Company and its respective Members, officers, directors and employees;

h. Employ or terminate the employment of any employee of the Company; and

i. To delegate any and all power and authority with respect to the business and affairs of the Company to any individual or entity, including any officers or employees of the Company.

7.3 Bank Accounts. The Manager may from time to time open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless Sophia Tong determines otherwise.

7.4 Company Books. The Manager shall maintain and preserve, during the term of the Company, and for 6 years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.

7.5 Removal. A Manager may be removed at any time, with or without cause, by the affirmative vote or written notice by Sophia Tong. The removal of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

7.6 Major Decisions. The Manager(s) shall not take any action with regard to any of the matters enumerated below without the prior unanimous written consent of Sophia Tong:

a. Executing and delivering any general transfer for the benefit of creditors of the Members, or filing or consenting to the filing of a petition under any federal or state bankruptcy, insolvency, or reorganization law;

b. Doing any act that would make it impossible to carry on the business of the Company;

c. Making any decision or taking any action that, under the provisions of this Operating Agreement, is required to be approved by the Members;

d. Doing any act in contravention of this Operating Agreement;

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obligations of the Company. Except as otherwise expressly required by law, the Member, in the Member's capacity as the Member, shall have no liability in excess of (a) the amount of the Member's net Capital Contributions, (b) the Member's share of any assets and undistributed profits of the Company, and (c) the amount of any distributions required to be returned under F.S. 605.0711.

10.2 Indemnification. The Company (including any receiver or trustee of the Company) shall, to the fullest extent provided or allowed by law, indemnify, save harmless, and pay all judgments and claims against the Member and each of the Company's or Member's agents, managers, affiliates, heirs, legal representatives, successors, and transfers (each, an Indemnified Party) from, against, and in respect of any and all liability, loss, damage, and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss, or damage, if the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by that Indemnified Party. The Company shall not pay for any insurance covering liability of the Member or the Company's or Member's agents, affiliates, heirs, legal representatives, successors, and transfers for actions or omissions for which indemnification is not permitted hereunder. However, nothing contained herein shall preclude the Company from purchasing and paying for these types of insurance, including extended coverage liability and casualty and workers' compensation, as would be customary for any person owning, managing, and/or operating comparable property and engaged in a similar business or from naming the Member and any of the Company's or Member's agents, affiliates, heirs, legal representatives, successors, or transfers or any Indemnified Party as additional insured parties thereunder. Each Manager shall be entitled to be indemnified by the Company for actions or inactions relating to the conduct thereof, except to the extent caused by willful misconduct or fraud.

10.3 Non-exclusive Right. The provisions of this Article X shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the Act, common law, or otherwise. Notwithstanding any repeal of this Article X or other amendment hereof, its provisions shall be binding on the Company (subject only to the exceptions set forth above) as to any claim, loss, expense, liability, action, or damage due to or arising out of matters that occur during or relate to the period before any such repeal or amendment of this Article X.

#### ARTICLE XI. AMENDMENT

11.1 Amendment. This Operating Agreement and the Articles of Organization may not be amended, altered, or modified except by the written consent of the Member.

#### ARTICLE XII. MISCELLANEOUS

12.1 Binding Effect. This Operating Agreement shall be binding on and inure to the benefit of the undersigned, its legal representatives, heirs, successors, and transfers of the respective parties hereto except

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**SCHEDULE A**  
**NAME, ADDRESS, AND INITIAL CAPITAL CONTRIBUTION OF THE MEMBER**

Name of Member	Address of Member	Value of Initial Capital Contributed of Member	Membership Interest
<b>Sophia Tong</b>	15701 Collins Ave Unit 2603 Sunny Isles Beach, FL 33160	<b>40,690.00</b>	<b>90%</b>
<b>Michelle Tu</b>	130 William St #42D New York, NY 10038	<b>0</b>	<b>10%</b>

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