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Special Instructions to Filing Officer:

Office Use Only



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05/20/24--01013--019 **185.00

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PAY TO THE ORDER OF STATE

RECEIVED

T.S.H
6/3/24

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: DEE CONSULTING GROUP, 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:

DARLENE WRIGHT

(Contact Person)

DEE CONSULTING GROUP, LLC

(Firm/Company)

9477 CEDAR RIDGE LANE

(Address)

SARASOTA, FL 34238

(City, State and Zip Code)

DEE.CONSULTING@HOTMAIL.COM

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

For further information concerning this matter, please call:

DARLENE WRIGHT

(Name of Contact Person)

at (714) 501-8505

(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 8102
Tallahassee, FL 32303

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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:
DEE CONSULTING GROUP, 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 CALIFORNIA
(Enter state, or if a non-U.S. entity, the name of the country)

on FEBRUARY 18, 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**:
DEE CONSULTING GROUP, 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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DEPARTMENT OF STATE

Signed this 7TH day of MAY, 2024 2024

Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: Darlene Wright
Printed Name: DARLENE WRIGHT Title: MANAGING DIRECTOR

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

Signature: Darlene Wright
Printed Name: DARLENE WRIGHT Title: MANAGING DIRECTOR

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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MAY 20 PM 1:21
CLERK OF STATE

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

DEE CONSULTING GROUP, 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:

9477 CEDAR RIDGE LANE

SARASOTA, FL 34238

Mailing Address:

9477 CEDAR RIDGE LANE

SARASOTA, FL 34238

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:

DARLENE WRIGHT

Name

9477 CEDAR RIDGE LANE

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

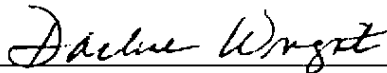
SARASOTA

FL 34238

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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JUN 20 PM 1:11
CLERK OF STATE

ARTICLE IV-

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

Title:

"AMBR" = Authorized Member

"MGR" = Manager

MANAGER

Name and Address:

DARLENE WRIGHT

9477 CEDAR RIDGE LANE

SARASOTA, FL 34238

(Use attachment if necessary)

ARTICLE V: Other provisions, if any.

REQUIRED SIGNATURE:

Darlene Wright

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.

DARLENE WRIGHT

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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MAY 20 PM 1:11
DEPT. OF STATE

**AMENDMENT TO OPERATING AGREEMENT
OF
DEE CONSULTING GROUP, LLC
(PLAN OF CONVERSION)**

I. DATE. This Amendment to an LLC Operating Agreement ("Amendment") has been agreed to on May 7, 2024, by its Member(s).

II. ORIGINAL AGREEMENT. This Amendment hereby resolves, confirms, and amends the operating agreement dated February 18, 2010, for the entity known as DEE CONSULTING GROUP, LLC that was originally formed in the State of California ("Agreement").

III. AMENDMENTS. The Member(s) hereby amend the Agreement as follows:

The Member(s) agree to relocate the business from California to Florida.

IV. OTHER SECTIONS. All other terms and conditions of the Agreement shall remain in full force and effect.

The undersigned have duly executed this Amendment and, upon signature by the appropriate number or percentage of Member(s), this Amendment shall be made part of the original Agreement.

Member Signature: Darlene Wright **Date:** May 7, 2024

Print Name: Darlene Wright

Member Signature: _____ **Date:** _____

Print Name: _____

Member Signature: _____ **Date:** _____

Print Name: _____

Member Signature: _____ **Date:** _____

Print Name: _____

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CLERK OF DISTRICT COURT
STATE OF FLORIDA

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
DEE CONSULTING GROUP, LLC**

A Single Member-Managed Limited Liability Company

**ARTICLE I
Company Formation**

- 1.1 **FORMATION.** The Member hereby does form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **NAME.** The name of the Company shall be: DEE CONSULTING GROUP, LLC, a limited liability company.
- 1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be as stated in the Articles of Organization.
- 1.4 **TERM.** The Company shall continue for a perpetual period unless,
- (a) The Member votes for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Member; or
- (c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of California.
- 1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that member desires.
- 1.6 **BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the Company's objectives.
- 1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at a location as the Member selects.

- 1.8 **MEMBER.** The name and place of residence of the member is listed below at Certification of Members. The member is the owner of this Company.
- 1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, additional members may be admitted to the Company through issuance by the company of a new interest in the Company or sale of a percent of current Member's interest.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company capital and the Company shall keep record of the amount of contribution.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).
- 3.3 **C CORPORATION ELECTION.** The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Member.

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MAY 20 2014
STATE OF TEXAS
COUNTY OF DALLAS

- 4.2 **MEMBER.** The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.
- 4.3 **POWERS OF THE MEMBER.** The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.4 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.5 **COMPANY INFORMATION.** Upon request, the Managing Director ("Chief Executive Member") shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities.
- 4.6 **EXCULPATION.** Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.
- 4.7 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the

Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

- 4.8 **RECORDS.** The Member shall cause the Company to keep at its principal place of business or other location the following:
- (a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
 - (b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
 - (c) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

- 5.1 **MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1 **BOOKS.** The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Member shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) Any additional capital contribution made by him/her;

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(b) Credit balances transferred from his distribution account to his capital account; and decreased by:

(a) Distributions to him/her in reduction of Company capital;

(b) The Member's share of Company losses if charged to his/her capital account.

- 6.3 **REPORTS.** The Member shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

- 7.1 **ASSIGNMENT.** According to the appropriate Court, should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the LLC. The new assignee does not have any rights of the Member or have the ability to be involved in management of the LLC or the right to dissolve the LLC. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

ARTICLE VIII

Dissolution

- 8.1 **DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

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F.S. 11

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as Member. It is the Member's express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of six (6) pages, constitutes the Operating Agreement of Dee Consulting Group, LLC, adopted by the member as of February 18, 2010.

Member:

Darlene Wright
Signature

Printed Name Darlene Wright
Title: Managing Director

Address: 18776 Deodar Street, Fountain Valley, CA 92708

Percent: 100%

FILED



State of California
Secretary of State

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

LLC-1

File #

201007610364

FILED

In the Office of the Secretary of State
of the State of California

FEB 18 2010

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

Dee Consulting Group, LLC

PURPOSE (The following statement is required by statute and should not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Darlene Wright

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

18776 Deodar Street

Fountain Valley CA

92708

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:



ONE MANAGER



MORE THAN ONE MANAGER



ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

February 14, 2010

DATE

SIGNATURE OF ORGANIZER

Darlene Wright

TYPE OR PRINT NAME OF ORGANIZER



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: DEE CONSULTING GROUP, LLC
Entity No.: 201007610364
Registration Date: 02/18/2010
Entity Type: Limited Liability Company - CA
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 07, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

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SECRET
STATE

Certificate No.: 207879739

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.



BA20231277244



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20231277244

Date Filed: 8/15/2023

B2036-0543 08/15/2023 12:52 PM Received by California Secretary of State

Entity Details	
Limited Liability Company Name	DEE CONSULTING GROUP, LLC
Entity No.	201007610364
Formed In	CALIFORNIA
Street Address of Principal Office of LLC	
Principal Address	18776 DEODAR ST FOUNTAIN VALLEY, CA 92708
Mailing Address of LLC	
Mailing Address	18776 DEODAR STREET FOUNTAIN VALLEY, CA 92708
Attention	
Street Address of California Office of LLC	
Street Address of California Office	18776 DEODAR ST FOUNTAIN VALLEY, CA 92708
Manager(s) or Member(s)	
Manager or Member Name	Manager or Member Address
DARLENE WRIGHT	18776 DEODAR ST FOUNTAIN VALLEY, CA 92708
Agent for Service of Process	
Agent Name	DARLENE WRIGHT
Agent Address	18776 DEODAR ST FOUNTAIN VALLEY, CA 92708
Type of Business	
Type of Business	PROVIDES CONSULTING SERVICES TO THE FINA
Email Notifications	
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.
Chief Executive Officer (CEO)	
CEO Name	CEO Address
None Entered	
Labor Judgment	
No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.	

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F. STATE

CITY OF FOUNTAIN VALLEY

BUSINESS LICENSE CERTIFICATE

**For Services Provided in the City of Fountain Valley, California Only*

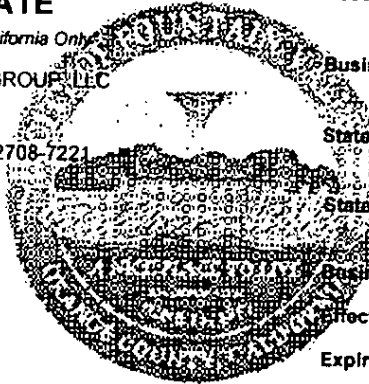
Business Name DEE CONSULTING GROUP, LLC

Business Location 18776 Deodar St
Fountain Valley, Ca 92708-7221

Business Owner(s)

DARLENE WRIGHT
DEE CONSULTING GROUP, LLC
18776 DEODAR ST
FOUNTAIN VALLEY, CA 92708-7221

TO BE POSTED IN A CONSPICUOUS PLACE AND
NOT TRANSFERABLE OR ASSIGNABLE.



Description HOME OFFICE

Business Type Professional &
Semi-Professional

State License Number

State Sellers Permit Number

Business License Number 00011342

Effective Date June 01, 2023

Expiration Date May 31, 2024

For all inquiries regarding this license, contact HdL
Business License Division at (714) 855-3982.

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CITY OF FOUNTAIN VALLEY