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TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: G+N Construction Company, LLC
(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Don Nicholson
(Name of Person)

G+N Construction Co., L.L.C.
(Firm/Company)

325 Sugar Mill Lane
(Address)

(City/State and Zip Code)

For further information concerning this matter, please call:

Don Nicholson at (229) 227 1451
(Name of Person) (Area Code & Daytime Telephone Number)

STREET ADDRESS:
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ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

G + N Construction Company, LLC
(Present Name)
(A Florida Limited Liability Company)

FIRST: The date of filing of the articles of organization was 12-04-03

SECOND: The following amendment(s) to the articles of organization was/were adopted by the limited liability company:

Article Four : Organizers/Initial Members
Attached:

Dated 4-29, 2004

Don Nicholson
Signature of a member or authorized representative of a member

Don Nicholson
Typed or printed name of signer

Filing Fee: \$25.00

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ARTICLE FOUR

Organizers/Initial Members

4.1 The names, addresses, telephone numbers, and initial ownership percentages of the organizers are as follows:

Sugar Mill R.V. Park, L.P. 40% initial ownership
325 Sugar Mill Lane
Ochlocknee, Georgia 31773

Jenolodo, L.L.C. 40% initial ownership
3983 Hwy 319N
Norman Park, Georgia 31771
Telephone (229) 769 – 5117

K & D Construction Co. 10% initial owership
388 Clarence Jones Road
Moultrie, Georgia 31768

DABCO, L.L.C. 10% initial ownership
PO Box 741191
Riverdale, Georgia 30274

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4.2 The initial members and their initial percentages of ownership interests of the initial Members are reflected herein above.

4.3 For Convenience, the Members may sometimes be referred to as “partners.” However, they are not general partners but are members of a limited liability company.

6.10 Officers: the initial members will initially hold the following offices in the Company:

David A. Baggett	President
Silas L. Dunn	Vice-President
James M. Groover	Treasurer
Donald C. Nicholson	Secretary

6.11 Each Officer will have the rein abilities normally associated with such offices in a “for profit” corporation, together with such other responsibilities as may be defined by the Members in a subsequent Operating Agreement.

6.12 The officers serve at the pleasure of a 51% majority of the membership.

6.13 Unless otherwise provided in an Operating Agreement, officers are elected for one (1) year or until there successors are elected or appointed.

6.14 Deeds of Conveyances or other legal documents may be signed by the Chief Executive Officer (“CEO”) or Chief Financial Officer (“CFO”) and attested by either the COO or Vice President and Assistant Secretary, with the company seals affixed. However the Managing Member and Chief Financial Officer (“CFO”) may sign such documents alone and affix the company seal to bind the company.

ARTICLE SEVEN

Indemnification

Subject to the provisions of subsection (4)(A) of O.C.G.A. Section 14-11-305, and provisions of the Operating Agreement. The Company shall Indemnify and hold harmless any member or manager or officer acting as agent within the scope of his authority from and against any and all claims and demands whatsoever arising in connection with the Company except for intentional misconduct, knowing violation of the law, or conduct resulting in a direct personal benefit in violation of the Operating Agreement.