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(Business Entity Name)

(Document Number)

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06 NOV 1 AM 11:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** NJC + 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:

Nancy J. Crookshank  
(Contact Person)

NJC + Associates, LLC  
(Firm/Company)

141 Abbotts Way  
(Address)

St. Augustine, FL 32095  
(City, State and Zip Code)

For further information concerning this matter, please call:

Nancy J. Crookshank at ( 904 ) 824-8730  
(Name of Contact Person) (Area Code and Daytime Telephone Number)

Enclosed is a check for the following amount:

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> \$150.00 Filing Fees<br>( \$25 for Conversion<br>& \$125 for Articles<br>of Organization ) | <input type="checkbox"/> \$155.00 Filing Fees<br>and Certificate of<br>Status | <input type="checkbox"/> \$180.00 Filing Fees<br>and Certified Copy | <input checked="" type="checkbox"/> \$185.00 Filing Fees,<br>Certified Copy, and<br>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

**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:

NJC + Associates, LLC  
(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a Georgia Limited Liability Company  
(Enter entity type. Example: corporation, limited partnership, sole proprietorship, general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Georgia  
(Enter state, or if a non-U.S. entity, the name of the country)

on 9/15/2000  
(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:

Florida

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

NJC + Associates, LLC  
(Enter Name of Florida Limited Liability Company)

06 NOV 1 AM 11:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
**FILED**

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.)

Signed this 27<sup>th</sup> day of October 2006.

Signature of Authorized Person: Nancy J. Crookshank

Printed Name: Nancy J. Crookshank Owner

**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)

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

**ARTICLE I - Name:**

The name of the Limited Liability Company is:

NJC + Associates, LLC  
(Must end with the words "Limited Liability Company," "Limited Company" or their abbreviation "LLC," or "L.C..")

**ARTICLE II - Address:**

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

**Principal Office Address:**

141 Abbotts Way  
St. Augustine, FL 32095

**Mailing Address:**

141 Abbotts Way  
St. Augustine, FL  
32095

**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:

Nancy J. Crookshank  
Name  
141 Abbotts Way  
Florida street address (P.O. Box **NOT** acceptable)  
St. Augustine FL 32095  
City, State, and 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 608, F.S..*

Nancy J. Crookshank  
Registered Agent's Signature (REQUIRED)

(CONTINUED)

**ARTICLE IV- Manager(s) or Managing Member(s):**

The name and address of each Manager or Managing Member is as follows:

**Title:**

"MGR" = Manager

"MGRM" = Managing Member

**Name and Address:**

MGR

Nancy J. Crookshank  
141 Abbotts Way  
St. Augustine, FL 32095

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use attachment if necessary)

**ARTICLE V:** Effective date, if other than the date of filing: \_\_\_\_\_  
(OPTIONAL)

**(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)**

**REQUIRED SIGNATURE:**

Nancy J. Crookshank  
Signature of a member or an authorized representative of a member.

(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.)

Nancy J. Crookshank  
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)**

**ARTICLES OF ORGANIZATION**  
**OF**  
**NJC & ASSOCIATES, LLC**

**Article 1. Name.** The name of the Limited Liability Company is **NJC & Associates, LLC** (hereinafter the "Company"). The Company is organized under the Georgia Limited Liability Company Act, O.C.G.A. Section 14-11-100 et seq.

**Article 2. Registered Office and Agent.** The initial registered office of the Company shall be at Suite 3500, 1201 W. Peachtree Street, Atlanta, Fulton County, Georgia 30309, and the initial registered agent at such address shall be Charles C. Benedict.

**Article 3. Principal Place of Business.** The Company's initial principal place of business shall be located at 2335 Brookwater Drive, Alpharetta, Forsyth County, Georgia 30005.

*moved to  
Florida*

**Article 4. Indemnification.** No member or manager shall have any personal liability to the Company for monetary damages for breach of duty or care or other duty as a member or manager and the Company shall indemnify the members, managers and agents of the Company from and against any and all claims and demands whatsoever arising in connection with the Company except that such persons shall be liable for and may not be indemnified for (a) intentional misconduct or a knowing violation of law; or (b) any transaction for which the person received a personal benefit in violation or breach of any provision of the operating agreement agreed to by the members of the Company; or (c) as otherwise limited by the Georgia Limited Liability Company Act.

**Article 5. Management.**

5.1 Management of the business and affairs of the limited liability Company shall be vested in the manager, and, subject to the provisions of Article Six of these Articles of Organization or any provisions of a written operating agreement, the manager shall have the sole right and authority to manage the affairs of the Company and to make all decisions with respect thereto.

5.2 Unless otherwise provided in a written operating agreement, the manager:

(a) Shall be designated, appointed, elected, removed or replaced by the approval of members owning a majority in interest of the Company;

(b) Need not be members of the Company or natural persons; and

(c) Unless they have been earlier removed or have earlier resigned, shall hold office until their successors shall have been elected and qualified.

**Article 6. Approval Rights of Members.** Except as otherwise provided in a written operating agreement, the vote or consent of the members owning a majority in interest of the Company shall be required to approve the matters set forth in subsection (b) of O.C.G.A. Section 14-11-308.

**Article 7. Organizer.** The name and address of the organizer is:

Charles C. Benedict, Esq.  
Womble Carlyle Sandridge & Rice, PLLC  
Suite 3500  
1201 W. Peachtree Street  
Atlanta, Georgia 30309

IN WITNESS WHEREOF, the undersigned executes these Articles of  
Organization this 15<sup>th</sup> day of September, 2000.

*Charles Benedict*  
\_\_\_\_\_  
CHARLES C. BENEDICT, Organizer

Womble Carlyle Sandridge & Rice, PLLC  
Suite 3500  
1201 W. Peachtree Street  
Atlanta, Georgia 30309  
(404) 888-7470

\\ODM\PCDOCS\ATLANTA\217805\1  
Rev. September 14, 2000

**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

CONTROL NUMBER: 0041100  
EFFECTIVE DATE: 09/15/2000  
COUNTY : FULTON  
REFERENCE : 0045  
PRINT DATE : 09/18/2000  
FORM NUMBER : 356

WOMBLE CARLYLE SANDRIDGE & RICE  
CHARLES BENEDICT  
1201 PEACHREE ST. 3500 ONE ATLANTIC CTR  
ATLANTA, GA 30309

**CERTIFICATE OF ORGANIZATION**

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**NJC & ASSOCIATES, LLC**  
**A GEORGIA LIMITED LIABILITY COMPANY**

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



A handwritten signature in black ink, appearing to read "Cathy Cox".

Cathy Cox  
Secretary of State

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
ATLANTA GA 39901

DATE OF THIS NOTICE: 01-19-2001  
NUMBER OF THIS NOTICE: CP 575 E  
EMPLOYER IDENTIFICATION NUMBER: 58-2592730  
FORM: SS-4  
0716827436 0

FOR ASSISTANCE CALL US AT:  
1-800-829-1040

NJC & ASSOCIATES LLC  
2335 BROOKWATER DR  
ALPHARETTA GA 30005

OR WRITE TO THE ADDRESS  
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)**

~~Thank you for your Form SS-4, Application for Employer Identification Number~~  
(EIN). We assigned you EIN 58-2592730. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing and incorrect information in your account. It also could cause you to be assigned more than one EIN.

If you want to apply to receive a ruling or a determination letter recognizing your organization as tax exempt, and have not already done so, you should file Form 1023/1024, Application for Recognition of Exemption, with the IRS Ohio Key District Office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply.

Keep this part for your records.

CP 575 E (Rev. 1-2001)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 E

0716827436

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 01-19-2001  
EMPLOYER IDENTIFICATION NUMBER: 58-2592730  
FORM: SS-4

INTERNAL REVENUE SERVICE  
ATLANTA GA 39901

NJC & ASSOCIATES LLC  
2335 BROOKWATER DR  
ALPHARETTA GA 30005

**OPERATING AGREEMENT**

**OF**

**NJC & ASSOCIATES, LLC**

**(A Georgia Limited Liability Company)**

**DATED: September 18, 2000**

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Attachments:

Schedule I - Name, address, Capital Contribution and Membership Interest of the sole Member

**OPERATING AGREEMENT**  
**OF**  
**NJC & ASSOCIATES, LLC**

THIS OPERATING AGREEMENT of **NJC & ASSOCIATES, LLC** (the "Company"), a limited liability company organized pursuant to the Georgia Limited Liability Company Act, is executed effective as of the date set forth on the cover page of this Agreement. **Nancy J. Crookshank** ("Member"), is the sole member of the Company. Solely for federal and state tax purposes and pursuant to Treasury Regulations Section 301.7701, the Member and the Company intend the Company to be disregarded as an entity that is separate from the Member. For all other purposes (including, without limitation, limited liability protection for the Member from Company liabilities), however, the Member and the Company intend the Company to be respected as a separate legal entity that is separate and apart from the Member.

**ARTICLE I - FORMATION OF THE COMPANY**

**1.1 Name.** The name of the Company is **NJC & ASSOCIATES, LLC**. The Member may change the name of the Company from time to time as it deems advisable, provided appropriate amendments to this Agreement and the Articles of Organization and necessary filings under the Act are first obtained.

**1.2 Registered Office and Registered Agent.** The Company's registered office within the State of Georgia and its registered agent at such address shall be as the Member may from time to time deem necessary or advisable. The initial registered agent and office shall be Charles C. Benedict, 1201 W. Peachtree Street, Suite 3500, Atlanta, Georgia 30309.

**1.3 Principal Place of Business.** The principal place of business of the Company within the State of Georgia shall be at such place or places as the Member may from time to time deem necessary or advisable.

**1.4 Purposes and Powers.**

(a) The purposes of the Company shall be to engage in any lawful business for which limited liability companies may be organized under the Act.

(b) The Company shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the Act.

**1.5 Term.** The Company shall continue if it is dissolved and its affairs wound up in accordance with the provisions of this Agreement or the Act.

**1.6 Nature of Member's Interest.** The interest of the sole Member in the Company shall be personal property for all purposes. Legal title to all Company assets shall be held in the name of the Company.

## ARTICLE II - DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Georgia Limited Liability Company Act, as the same may be amended from time to time.

"Agreement" means this Operating Agreement, as amended from time to time.

"Articles of Organization" means the Articles of Organization of the Company filed with the Secretary of State, as amended or restated from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (and any corresponding provisions of succeeding law).

"Manager" means the Person or Persons designated as manager pursuant to Section 3.1.

"Member" means Nancy J. Crookshank.

"Person" means an individual, a trust, an estate, a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, an unincorporated association or another entity.

"Property" means (i) any and all property acquired by the Company, real and/or personal (including, without limitation, intangible property) and (ii) any and all of the improvements constructed on any real property.

"Secretary of State" means the Secretary of State of Georgia.

"Treasury Regulations" means the Income Tax Regulations and Temporary Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

## ARTICLE III - MANAGEMENT OF THE COMPANY

**3.1 Management.** The Member, by virtue of its status as the sole Member, shall designate the Manager or Managers of the Company for all purposes. The Member may, but need not, serve as a Manager. The initial Manager of the Company shall be Nancy J. Crookshank. Except as otherwise expressly provided in this Agreement, the Articles of Organization or the Act, all decisions with respect to the management of the business and affairs of the Company shall be made by the Manager.

**3.2 Indemnification of Manager for Management Services.** The Company shall indemnify the Manager or its authorized delegatee(s) in connection with their services to the Company to the fullest extent permitted or required by the Act, as amended from time to time, and the Company may advance expenses incurred by such person upon the approval of the Manager (or the Member in the event of an advance to the Manager), upon the receipt by the

Company of a signed statement agreeing to reimburse the Company for such advance in the event it is ultimately determined that the Manager is not entitled to be indemnified by the Company against such expenses.

#### **ARTICLE IV - RIGHTS AND OBLIGATIONS OF MEMBER**

**4.1 Removal and Designation of Manager.** The Member may by written action, taken at any time for any or no reason, remove a Manager. The Member may replace a Manager due to such manager's death dissolution, resignation, removal, or otherwise by written action and the written consent of the successor Manager to serve as such.

**4.2 Limited Liability.** The Member shall not be required to make any contribution to the capital of the Company nor shall the Member in its capacity as such be bound by, or personally liable for, any expense, liability or obligation of the Company except to the extent of its interest in the Company and the obligation to return distributions made to them under certain circumstances as required by the Act. The Member shall be under no obligation to restore a deficit Capital Account upon the dissolution of the Company or the liquidation of Membership Interest.

#### **ARTICLE V - ALLOCATIONS, ELECTIONS AND REPORTS**

All allocations of profit and loss of the Company and all assets and liabilities of the Company shall, solely for state and federal tax purposes, be treated as that of the Member pursuant to Treasury Regulations Section 301.7701, but for no other purpose (including, without limitation, limited liability protection for the Member from Company liabilities).

#### **ARTICLE VI - DISTRIBUTIONS**

Distributions of assets shall be made on such basis and at such time as determined by the Manager.

#### **ARTICLE VII - DISSOLUTION AND LIQUIDATION OF THE COMPANY**

**7.1 Dissolution Events.** The Company will be dissolved upon the happening of any of the following events:

- (a) All or substantially all of the assets of the Company are sold, exchanged or otherwise transferred (unless the Member has elected to continue the business of the Company);
- (b) The Member signs a document stating its election to dissolve the Company;
- (c) The entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating the Company to be bankrupt and the expiration without appeal of the period, if any, allowed by applicable law in which to appeal;

(d) The entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the Act.

**7.2 Liquidation.** Upon the happening of any of the events specified in Section 7.1, the Member, or any liquidating trustee designated by the Member, will commence as promptly as practicable to wind up the Company's affairs unless the Member or the liquidating trustee (either, the "Liquidator") determines that an immediate liquidation of Company assets would cause undue loss to the Company, in which event the liquidation may be deferred for a time determined by the Liquidator to be appropriate. Assets of the Company may be liquidated or distributed in kind, as the Liquidator determines to be appropriate. The Member will continue to be entitled to Company cash flow and Company profits during the period of liquidation. The proceeds from liquidation of the Company and any Company assets that are not sold in connection with the liquidation will be applied in the following order of priority:

(a) To payment of the debts and satisfaction of the other obligations of the Company, including without limitation debts and obligations to the Member;

(b) To the establishment of any reserves deemed appropriate by the Liquidator for any liabilities or obligations of the Company, which reserves will be held for the purpose of paying liabilities or obligations and, at the expiration of a period the Liquidator deems appropriate, will be distributed in the manner provided in Section 7.2(c); and, thereafter

(c) To the Member.

**7.3 Articles of Dissolution.** Upon the dissolution and commencement of the winding up of the Company, the Member shall cause Articles of Dissolution to be executed on behalf of the Company and filed with the Secretary of State, and the Member shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

## ARTICLE VIII - MISCELLANEOUS

**8.1 Records.** The records of the Company will be maintained at the Company's principal place of business or at any other place the Member selects, provided the Company keeps at its principal place of business the records required by the Act to be maintained there.

**8.2 Survival of Rights.** Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**8.3 Interpretation and Governing Law.** When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa. The masculine gender shall include the feminine and neuter. The Article and Section headings or titles shall not define, limit, extend or interpret the scope of this Agreement or any particular Article or Section. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia without giving effect to the conflicts of laws provisions thereof.

**8.4 Severability.** If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to Persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby.

**8.5 Agreement in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

**8.6 Creditors Not Benefited.** Nothing in this Agreement is intended to benefit any creditor of the Company. No creditor of the Company will be entitled to require the Member to solicit or accept any loan or additional capital contribution for the Company or to enforce any right which the Company may have against a Member, whether arising under this Agreement or otherwise.

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, has caused this Agreement to be duly adopted by the Company effective as of the 18th day of September, 2000.

**MEMBER & MANAGER:**

 (SEAL)  
**NANCY J. CROOKSHANK**

**SCHEDULE I**

<u>Name and Address of Member</u>	<u>Initial Contribution</u>	<u>Percentage Interest</u>
Nancy J. Crookshank 2335 Brookwater Drive Alpharetta, GA 30005		100%