

L25000044798 ^{FL} 2-4-25

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Conver sign

Customer called for lost name

W25000002647 FL 1-8-25

Office Use Only



300441824313

01/02/25--01016--004 **100.00

2-3-25

STATE
COURT

RECEIVED - 3 PM 4:29

1-1-25

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: JWA Consulting Services, 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:

John Wleczjorek

(Contact Person)

JWA Consulting Services, LLC

(Firm/Company)

1660 Gulf Blvd Apt 201

(Address)

Clearwater, FL 33767

(City, State and Zip Code)

jwaconsultingllc@gmail.com

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

For further information concerning this matter, please call:

John Wleczjorek

at (858) 243-6590

(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 810
Tallahassee, FL 32303

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:
JWA Consulting, LLC

(Enter Name of Other Business Entity)

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

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

on Sept. 29, 2016
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:
JWA Consulting Services, 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.

Signed this 20 day of December 20

Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: John Wiecejorek
Printed Name: John Wiecejorek Title: Sole Member

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

Signature: John Wiecejorek
Printed Name: JOHN WIECJOREK Title: SOLE MEMBER / AUTHORIZED

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)

REC'D FEB -3 PM 4:29

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

JWA Consulting Services, 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:

1660 Gulf Blvd Apt 201
Clearwater, FL 33767

Mailing Address:

1660 Gulf Blvd Apt 201
Clearwater, FL 33767

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:

John Wiecejorek

Name

1660 Gulf Blvd Apt 201

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

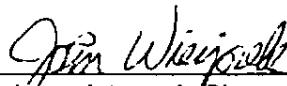
Clearwater

FL 33767

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)

REC-3 PM 4:29
STATE
CLERK

ARTICLE IV-

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

Title:

"AMBR" = Authorized Member

"MGR" = Manager

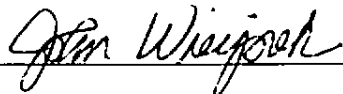
Name and Address:

(Use attachment if necessary)

FILED
2019 FEB -3 PM 4:29
STATE
OFFICE

ARTICLE V: Other provisions, if any.

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.

JOHN WIECJOREK

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)

Operating Agreement of JWA Consulting, LLC
A Michigan Limited Liability Company

This Operating Agreement is made and adopted on September 29, 2016, by JWA Consulting, LLC, a Michigan limited liability company JWA Consulting and John Wieczorek, its sole member John Wieczorek.

ARTICLE I
ORGANIZATION AND MEMBERSHIP

1.1 Formation. The Company has been organized as a manager-managed Michigan limited liability company by the filing of the Articles of Organization (the Articles) as required by the Michigan Limited Liability Company Act, MCL 450.4101 et seq. (the Act). The Member is the only member of the Company.

1.2 Name. The name of the Company shall be as stated in the Articles, as amended. The Company may also conduct its business under one or more assumed names.

1.3 Purpose. The Company has been formed for the purpose or purposes enumerated in the Articles. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

1.4 Duration. The Company shall commence on the date of filing of the Articles with the Department of Licensing and Regulatory Affairs, Corporations, Securities, and Commercial Licensing Bureau, and shall continue in existence for the period fixed in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

1.5 Registered Office and Resident Agent. The Registered Office and the Resident Agent of the Company shall be as designated in the initial or amended Articles. The Registered Office and the Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

1.6 Sole Member. The Member is the sole member of the Company. There are not any other members. The Member is the only person who has been admitted to the Company as a member and the Member is the only person who has and holds a membership interest in the Company. The Member, being the only member and having and holding the only membership interest in the Company, is the only person having rights in the Company, including but not limited to the only right to receive distributions and the only right to vote and participate in management.

1.7 No Liability of Member for Acts, Debts, or Obligations. Unless otherwise provided by law, the Member is not liable for the acts, debts, or obligations of the Company.

1.8 Allocation of Profits and Losses; Distributions. Any and all profits and losses for each fiscal year shall be allocated to the Member. Distributions may be made to the Member, in such amounts or forms and at such times, as determined by the Member unless otherwise provided by the Act.

1.9 Assignment of Member's Interest – Distributions. The Member shall be free to assign any part (but not the whole) of the Member's membership interest representing the distributions to which the Member would be entitled on such terms as the Member and such assignee may agree.

1.10 Assignment of Member's Interest – Full Membership. The Member shall be free to assign all or any part of the Member's interest representing the entire right to be a Member in the Company, on such terms as the Member and such assignee may agree, but only if those persons being or becoming members of the Company first enter into a multiple-member operating agreement that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a tax matters partner, and other matters that are commonly addressed in a multiple-member operating agreement.

1.11 Additional Members. The Company may admit one or more other persons as Members of the Company on such terms as the Company and such additional persons may agree, but only if the Member and those persons being or becoming members of the Company first enter into a multiple-member operating agreement that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a tax matters partner, and other matters that are commonly addressed in a multiple-member operating agreement.

ARTICLE II MANAGEMENT OF THE COMPANY

2.1 Management. The Company shall be managed solely by the Member, who may be known as and hold whatever title(s) the Member chooses, including the title of President.

2.2 Unlimited and Unconditional Power and Authority of Member. Any and all decisions and actions concerning the business and affairs of the Company shall be made solely by the Member without limitation. The Member has the sole power and authority, on behalf of the Company, to do all things necessary or convenient to carry out the Company's business and affairs, including the sole power and authority to (a) purchase, lease, or otherwise acquire any real or personal property from any source whatsoever, including the Member; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; (d) borrow money and incur liabilities and other obligations; (e) enter into any contract or agreement of any nature whatsoever; (f) execute any and all contracts, agreements, documents, and instruments of any nature whatsoever; (g) engage employees and agents and establish their respective duties and compensation; (h) obtain insurance covering the business and affairs of the Company and its property; (i) begin, prosecute, or defend any proceeding brought by or against the Company; and (j) participate with others in partnerships, joint ventures, and other associations and strategic alliances. Again, any and all decisions and actions concerning the business and affairs of the Company shall be made solely by the Member without limitation.

2.3 Third-Party Reliance. Any person (including any financial institution or contracting party) who may deal with the Company or the Member on behalf of the Company shall be entitled,

without liability and without any further inquiry or investigation whatsoever, to rely on the sole, exclusive, and unilateral power and authority of the Member to make any and all decisions and to take any and all actions with respect to the Company, and the decisions and actions of the Member shall be binding on and enforceable against the Company without exception.

ARTICLE III ADMINISTRATIVE PROVISIONS

3.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. The Company's books and records shall be kept at the Company's Registered Office.

3.2 Fiscal Year. The Company's fiscal year shall be the calendar year.

3.3 Amendment; Entire Agreement. This Operating Agreement may be amended at any time by the Member, for any reason. This Operating Agreement, as may be amended, constitutes the entire agreement between the Member and the Company with respect to its subject matter.

ARTICLE IV INDEMNIFICATION; EXCULPATION OF LIABILITY

4.1 Indemnification; Exculpation of Liability. The Company shall indemnify, defend, and hold the Member harmless from and against any losses, claims, costs, damages, and liabilities, including, without limitation, judgments, fines, amounts paid in settlement, and expenses (including, without limitation, attorney fees and expenses, court costs, investigation costs, and litigation costs) incurred by the Member in any civil, criminal, or investigative proceeding in which he or she is involved or threatened to be involved by reason of the Member being a manager of the Company. Moreover, the Member shall not have any liability for any breach of any duty established by Section 404 of the Act. However, the Company shall not be required to indemnify the Member for and the liability of the Member shall not be eliminated for (a) the receipt of a financial benefit to which the Member is not entitled; (b) liability under Section 308 of the Act; or (c) a knowing violation of law.

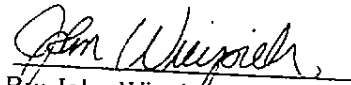
ARTICLE V DISSOLUTION AND WINDING UP

5.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events only: (a) at any time specified in the Articles; (b) on the occurrence of any event specified in the Articles; or (c) the consent of the Member.

5.2 Winding Up. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed in a manner consistent with the Act.

This Operating Agreement is made and adopted by the Company and the Member as the sole Member of the Company, as of the day and year listed on the first page of this Operating Agreement.

JWA Consulting, LLC



By: John Wiecejorek

its: Sole Member

Thursday, September 29, 2016

SOLE MEMBER:


John Wiecejorek

Thursday, September 29, 2016

2016-09-29 PM 4:29
FILED



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

001955.701529.507032.5153 1 MB 0.419 530



JWA CONSULTING LLC
JOHN WIECJOREK SOLE MBR
459 PRIMROSE LN
FLUSHING MI 48433

Date of this notice: 10-04-2016

Employer Identification Number:
81-4001850

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-4001850. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is JWAC. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.