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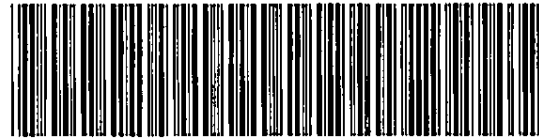
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**LAW OFFICE OF  
W. MICHAEL PARROTT, PLLC**

5481 SW 60<sup>TH</sup> STREET, SUITE 501, OCALA, FL 34474  
P.O. Box 1838, OCALA, FL 34478-1838  
TEL: (352) 789-6050 | FAX: (352) 789-6081

July 31, 2018

Florida Department of State  
New Filing Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: 2157 LLC  
Formation of Florida Limited Liability Company

Dear Sir or Madam:

Please find enclosed the following items, which are being submitted for the above referenced filing:

- Duplicate originals of the Articles of Organization for Florida Limited Liability Company, including the statement of registered agent accepting appointment as registered agent, of 2157 LLC, and
- A check payable to Florida Department of State in the amount of \$160.00 to cover the cost of: (a) filing fee \$125; (b) certified copy \$30; and (c) certificate of status \$5.

Please return all correspondence concerning this matter to the following address:

W. Michael Parrott  
Law Office of W. Michael Parrott, PLLC  
5481 SW 60<sup>th</sup> Street, Suite 501  
Ocala, FL 34474

If you have any questions or if I may be of further assistance, please call me at (352) 789-6050.

Thank you in advance for your cooperation.

Sincerely,



W. Michael Parrott

Enclosures

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DIVISION OF CORPORATIONS  
JUL 31 2018  
TALLAHASSEE, FL

# **Articles of Organization of 2157 LLC**

## **A Florida Limited Liability Company**

The undersigned Organizer desires to form a limited liability company under the Laws of the State of Florida by delivering these Articles of Organization in duplicate to the Secretary of State of the State of Florida, in accordance with Florida Revised Limited Liability Company Act (the *Act*).

### **Article One Name**

The name of the limited liability company, referred to as the *Company*, is:

2157 LLC

### **Article Two Duration**

The Company will perpetually exist from the filing date of these Articles of Organization with the Secretary of State of the State of Florida, unless dissolved according to law.

### **Article Three Purpose**

The Company is organized to conduct any lawful business or investment activities, and to exercise all of the powers, rights, and privileges granted to a limited liability company organized under the Act.

## **Article Four Principal Place of Business**

The Company's principal place of business (physical and mailing address) is:

8854-D SW 92nd Lane  
Ocala, Florida 34481

## **Article Five Registered Agent and Registered Office**

The initial Registered Agent's name is W. Michael Parrott, and the original registered address (physical and mailing address) is:

5481 SW 60<sup>th</sup> Street  
Suite 501  
Ocala, Florida 34474

## **Article Six Registered Agent Consent**

I, W. Michael Parrott, a natural person and resident of Florida, accept the appointment as Registered Agent of 2157 LLC, a Florida Limited Liability Company. I understand that my responsibilities as agent are to receive service of process, notices, and demands; to forward mail; and to notify the Office of the Secretary of State immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: July 31, 2018.

  
W. Michael Parrott, Registered Agent

## **Article Seven Organizer's Name and Address**

The organizer's name and address are as follows:

W. Michael Parrott  
5481 SW 60<sup>th</sup> Street  
Suite 501  
Ocala, Florida 34474

## **Article Eight**

### **Additional Contributions**

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

## **Article Nine**

### **Additional Members**

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interest in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

## **Article Ten**

### **Business Continuation**

If a Member's membership in the Company is terminated by an event, the remaining Members of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members and Manager fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated in accordance with the Act and the Operating Agreement.

## **Article Eleven**

### **Operating Agreement and Authority**

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members, and the rights and obligations of its Members must be set forth in the Operating Agreement adopted by the initial Member(s) of the Company. This Operating Agreement may be amended from time to time according to its provisions.

## **Article Twelve Management**

The Company is a member-managed limited liability company. The Company's Member(s) will manage the Company's business and have exclusive authority to act for the Company in all matters. The name and address of the initial Member is:

W.E. Bishop, Jr., and Gayle Fearis Bishop, Trustees of The G&W  
Revocable Intervivos Trust, u/t/d June 1, 2001, as amended.  
8854-D SW 92nd Lane  
Ocala, Florida 34481

## **Article Thirteen Indemnification and Liability**

As determined by the Member(s) of the Company, the Company may indemnify and advance expenses to a Member, manager, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act and the Company's Operating Agreement.

## **Article Fourteen Transferability of Interest**

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on July 31, 2018

  
W. Michael Parrott, Organizer

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JUL 31 2018  
CLERK OF COURT  
JUL 31 2018