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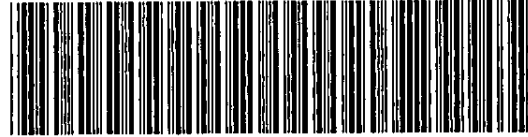
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TALLAHASSEE, FLORIDA

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J. SAULSBERRY
EXAMINER

APR 18 2012

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: N.O. CARRINGTON, 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:

N. OMAR CARRINGTON
Name of Person

N.O. CARRINGTON, LLC
Firm/Company

12203 OUTLOOK DRIVE
Address

CLERMONT, FLORIDA 34711
City/State and Zip Code

NASHAD.CARRINGTON@ME.COM
E-mail address: (to be used for future annual report notification)

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For further information concerning this matter, please call:

N. OMAR CARRINGTON at (407) 808-1206
Name of Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street/Courier Address
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

N.O. CARRINGTON, LLC

A SINGLE-MEMBER MANAGED FLORIDA LIMITED LIABILITY COMPANY

DATED AS OF

31 JANUARY 2012

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") is entered into as of 31 JANUARY 2012 (the "Effective Date") by NASHAD OMAR CARRINGTON, an individual, (the "Member") as the sole member of N.O. CARRINGTON, LLC (the "Company"). The Member desires to form a limited liability company pursuant to the Limited Liability Company laws of the State of Florida upon the following terms and conditions:

**ARTICLE I
COMPANY FORMATION**

1.1 FORMATION

1.1.1 The Member hereby forms a Limited Liability Company subject to the provisions of the Limited Liability Company Acts of the State of Florida, Title XXXVI: Chapter 608 (the "Act"), as currently in effect as of the aforementioned date. This Agreement shall be filed with the Department of State of the State of Florida.

1.1.2 The rights and liabilities of the Member with respect to the management of the affairs of the Company and the conduct of its business shall be as provided in the Act, except as otherwise provided herein.

1.2 NAME

The name of the Company shall be: N.O. CARRINGTON, LLC, until otherwise determined by the Member.

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1.3 OFFICES

- 1.3.1 The address of the Company's registered office in the State of Florida shall be as follows, until otherwise determined by the Member, or as otherwise amended by addendum to the Agreement:

c/o N.O. CARRINGTON, LLC
12203 OUTLOOK DRIVE
CLERMONT, FLORIDA 34711

- 1.3.2 In addition, the Company shall maintain its chief executive office and principle place of business at the location as follows, until otherwise determined by the Member, or as otherwise amended by addendum to the Agreement:

c/o N.O. CARRINGTON, LLC
12203 OUTLOOK DRIVE
CLERMONT, FLORIDA 34711

1.4 FILINGS

The Member shall, from time to time, execute, acknowledge, verify, file, record, and publish all such applications, certificates and other documents, and do or cause to be done all such other acts, as the Member may deem necessary or appropriate to comply with the requirements of law for the formation, qualification and operation of the Company as a Limited Liability Company in all jurisdictions in which the Company shall desire to conduct business.

1.5 PURPOSE

The business purpose of the Company is to engage in any activity, which may lawfully be conducted under the Act. The Company shall engage in any lawful activity as determined under the Act the Member deems appropriate and beneficial to the further operation and benefit of the Company, in the Member's sole and absolute discretion.

1.6 REGISTERED AGENT

The name and location of the registered agent of the Company shall be, until otherwise determined by the Member, or as otherwise amended by addendum to the Agreement:

NASHAD OMAR CARRINGTON
c/o N.O. CARRINGTON, LLC
12203 OUTLOOK DRIVE
CLERMONT, FLORIDA 34711

1.7 TERM

The Company shall continue for an indefinite and perpetual period effective on the date of filing with the Department of State of the State of Florida, which accepts such filings, and shall continue unless sooner dissolved per the terms of the Agreement, as set forth in ARTICLE 1.10, ARTICLE 2.4, or as provided by law.

1.8 MANAGEMENT

The Company shall be solely, and absolutely managed (the "Manager") by Member, or as otherwise amended by addendum to the Agreement: NASHAD OMAR CARRINGTON.

1.9 ADMISSION OF ADDITIONAL MEMBERS

Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through the issuance by the Company of a new interest in the Company, with the prior written consent of the Member.

1.9.1 In the facilitation of the admittance of additional financially interested parties, profits and losses, (individually an "Additional Member," in the aggregate, "Additional Members") to the Company, there is to be a contribution to the Company capital, as set forth in ARTICLE 2.1, to be directly related to the amount of the interest in which the Additional Member or Additional Members shall obtain as a member of the Company, either in monetary contribution or in property value, to be ascertained by a valuation determined by an independent appraisal at the sole expense of the Additional Member or Additional Members to be added.

1.10 DISSOLUTION

1.10.1 The Company shall be dissolved at the sole and absolute discretion of the Manager, as set forth in ARTICLE 1.8.

1.10.2 Or, in the case of Additional Members, as set forth in ARTICLE 1.9, the Company shall be dissolved at a special meeting of the members that is decided by a voting majority of the members, with the Manager having one (1) additional vote, even in the case of the Manager being a voting member.

1.10.3 Upon dissolution or other termination of the Company, all remaining assets of the Company, after full payment of all debts, obligations, and necessary final expenses, or after the making of adequate provision therefore, shall be distributed according to ARTICLE IV, specifically ARTICLE 4.1 of this Agreement.

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ARTICLE II CAPITAL CONTRIBUTION

2.1 CAPITAL CONTRIBUTIONS

The Member shall make such capital contributions (the "Capital Contribution"), consisting of cash or real property, to the Company, as the Manager deems appropriate, in the Manager's sole and absolute discretion from time to time, at no automatic pre-determined intervals.

2.2 INITIAL CONTRIBUTIONS

The Member initially shall contribute to the Company capital as described in Exhibit III, henceforth attached to the Agreement. The agreed total value of such property and cash is five thousand dollars (\$5,000.00).

2.3 ADDITIONAL CONTRIBUTIONS

Except as provided in ARTICLE 1.9.1, and ARTICLE 6.2, the Member, nor additional members shall be obligated or required to make any additional contribution to the Company's capital.

2.4 FAILURE TO REMIT CONTRIBUTION

2.4.1 Except as otherwise provided in ARTICLE 2.2, ARTICLE 2.3, and ARTICLE 6.2, if the Member should fail to remit required Capital Contribution as set forth in ARTICLE 2.1, fail to remit Initial Contribution as set forth in ARTICLE 2.2 above within twenty (20) business days after the effective date of this Agreement, the Member's entire Membership Interest shall be terminated, and the Company be dissolved under the laws of the State of Florida.

2.4.2 Except as otherwise provided in ARTICLE 1.9.1, ARTICLE 2.2, ARTICLE 2.3, and ARTICLE 6.2, if Additional Members should fail to remit required Capital Contributions as set forth in ARTICLE 2.1 above within twenty (20) business days of the addition of the member and subsequent ratification of, or filing of an addendum to, the Agreement, the Additional Member's entire Membership Interest shall be terminated. That Additional Member shall indemnify and hold the Company and the Member harmless from any such loss, cost, or expense, including reasonable attorney fees incurred or caused by the failure to make such Capital Contribution.

ARTICLE III BOOKKEEPING

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3.1 BOOKS AND REPORTING

The Member, acting in the capacity as the Manager, shall maintain complete and accurate books of account (the "Books") of the Company's affairs at the Company's principal place of business, as set forth in ARTICLE 1.3, or as otherwise amended by addendum to the Agreement. The Books shall be kept on such method of accounting, as the Manager shall elect. The Company's accounting period shall be the calendar year, or as otherwise amended by addendum to the Agreement.

3.1.1 The Manager shall prepare and send to each Member and Interested Party, as described pursuant to ARTICLE 4.1

3.2 MEMBER ACCOUNTS

3.2.1 The Manager shall maintain separate capital and distribution accounts (individually a "Member Account," collectively "Member Accounts") for each Member. Each Member's capital account shall be determined and maintained in the manner set forth Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of the Member's Capital Contribution, as set forth in ARTICLE 2.1, and ARTICLE 2.2; and in the event of the Additional Members, as set forth in ARTICLE 1.9.1; such Member Accounts shall increase and decrease by a formula to consist of the following:

- 3.2.1(a) any additional Capital Contribution made by the Member;
- 3.2.1(b) credit balances transferred from the Member's distribution account to his capital account;
- 3.2.1(c) distribution in reduction of Company capital;
- 3.2.1(d) Member share of Company losses if charged to Member Accounts.

3.2.2 A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether money or property from the Company, except as provided in the Agreement.

3.2.3 No interest shall be paid on funds of property contributed as Capital Contribution pursuant to ARTICLE 2.2 and ARTICLE 1.9.

- 3.3 A Member shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company, except as otherwise provided in the Act, in the Agreement, or in a separate written agreement executed as an addendum executed by such Member.
- 3.4 A Member shall not have priority over any other Member with respect to the return of a Capital Contribution, or distributions or allocations of income, gain, losses, deductions, credits, or items thereof.

ARTICLE IV ALLOCATIONS AND DEDUCTIONS

4.1 PROFITS AND LOSSES

The Profits and Losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, to each member as follows:

4.1(a) First, to return to the Member, in the same ratio as Capital Contribution made, pursuant to ARTICLE 2.1, any Capital Contributions and Additional Contributions, pursuant to ARTICLE 2.3, made to the Company;

4.1(b) Second, to the Member;

4.1(c) Third, to interested parties (individually an "Interested Party," collectively the "Interested Parties") as follows, unless otherwise amended as an addendum, or new subsequent Agreement, to the Agreement:

INTERESTED PARTIES

SHARE OF PROFITS

Nathan Willie Carrington

5% of the total

Patricia Anne Gilford-Carrington

5% of the total

4.1(c)(1) Interested Parties are not liable for any Losses experienced by the Company;

4.1(c)(2) Under the Agreement, Interested Parties are not considered in any way to be Additional Members, pursuant to ARTICLE 1.9.

4.1(c)(2)(1) Pursuant to ARTICLE 1.9, an Interested Party as listed under ARTICLE 4.1(c) may at the election of the Interested Party and Manager, and addendum to the Agreement, have their interest in the Company transferred to that of an Additional Member,

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pursuant to the satisfaction of all requirements of
ARTICLE 1.9.

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4.2 MEMBER ACCOUNTS

In the event of an Addition Member, pursuant to ARTICLE 1.9, should any Member unexpectedly receives any adjustment, allocation, or distribution described in Treasury Reg. 1.704-1(b)(2)(ii)(d)(4), Reg. 1.704-1(b)(2)(ii)(d)(5), or Reg. 1.704-1(b)(2)(ii)(d)(6), as same may be amended from time to time, or under any successor statutes thereof, items of Company gross income and gain shall be specially allocated to that Member in an amount and manner sufficient to eliminate any deficit balance in the Member Accounts, as established under ARTICLE 3.2, created by such adjustment, allocation, or distribution as quickly as possible. Any special Losses so that the net amount of the allocations of income and loss and all other items shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred.

4.2.1 The provisions, as provided under ARTICLE 4.2 and the other provisions of the Agreement relating to the maintenance of any Member Accounts, as established under ARTICLE 3.2, are intended to comply with Treasury Reg. 1.704-1(b) and 1-704-2, as the same may be amended from time to time, or under any successor regulations thereof, and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

4.3 APPRECIATIONS AND DEPRECIATIONS

In the event of an Addition Member, pursuant to ARTICLE 1.9, any unrealized appreciation or unrealized depreciation in the values of Company property distributed in kind to all the Members shall be deemed to be Profits or Losses realized by the Company immediately prior to the distribution of the property, and such Profits or Losses shall be allocated to the Member Accounts, as established under ARTICLE 3.2, in the same proportions as Profits are allocated pursuant to ARTICLE 4.1.

4.4 Cash resulting from the normal business operations of the Company and from the sale of any Company assets shall be distributed amongst the Members in an amount equal to the percentage of the Capital Contribution, Initial Contribution, and Additional Contribution as set forth under ARTICLE II of this Agreement contributed by the Member.

4.4.1 If the proceeds from any sale or other distribution under ARTICLE 4.4 above of an item of the Company consist of property other than cash, the value of such property shall be as determined by the Manager. Such non-cash proceeds shall then be allocated among the Members in an amount equal to the percentage of the Capital Contribution, Initial Contribution, and Additional Contribution as set forth under ARTICLE II of this Agreement contributed by the Member.

- 4.4.1(a) If such non-cash proceed are subsequently reduced to cash, such cash shall be distributed to each Member in accordance with ARTICLE 4.4,

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ARTICLE V MANAGEMENT

- 5.1 The business of the Company shall be managed by the Manager, as set forth in ARTICLE 1.8.
- 5.2 Except as set forth in a separate written employment agreement, which shall be attached as an addendum to this Agreement, the Manager shall serve without compensation.
- 5.3 Except as set forth in this Agreement, all decisions concerning the operation and management of the Company's business shall be made by the Members.
- 5.4 Except as set forth in this Agreement, all decisions, which affect the day-to-day operations of the Company, shall be executed and controlled by the Manager.
- 5.5 All assets of the Company, whether real or property, shall be held in the name of the Company, and not individually of any Member, or agent of the Company.
- 5.6 All funds of the Company shall be deposited in one (1) or more accounts with one or more recognized financial institutions in the name of the Company, at such locations as determined by the Member.
- 5.6.1 Withdrawal from such accounts shall require the signature of such person, or persons as the Member may designate.
- 5.7 EXPENSES
The Company shall pay of its own operating, overhead, and administrative expenses of every kind. The Member and the Manager of the Company shall be reimbursed for all reasonable costs and expenses they may have incurred or may hereafter incur on behalf of the Company, pursuant to ARTICLE 3.3 of the Agreement.
- 5.8 INDEMNITY
- 5.8.1 Neither the Member, Manager, nor Additional Members of the Company shall be directly or indirectly liable for any loss or damages to the Company, third-party, client, or otherwise contracting party to the Company resulting from errors in judgment or for any other actions on the Company's behalf that do not constitute or amount to willful misconduct or gross negligence. In the operation of the Company, the Member,

Manager, and Additional Members of the Company shall at all time engage in the business of the Company, and other business engaged in, in a manner that is believed to be, or is under reasonable estimation, to be in the best interest of the Company.

- 5.8.2 In the event of settlement of any action, suit or proceeding brought or threatened, such indemnification shall apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel retained by the Company that the person seeking indemnification, in the opinion of counsel, did not act in good faith. The foregoing right of indemnification shall be in addition to any rights to which the Member or the officers of the Company may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such person.

5.8.2(a) In the event that counsel, retained by the Company, determines in the counsel's sole and absolute discretion, that the person seeking indemnification did not act in good faith, the person seeking indemnification shall be responsible to the Company for any and all reasonable attorney, filing, and fees associated with any and all judgment, settlement or proceeding.

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

- 5.8.3 Any actor omission of the Manager, the effect of which may cause or result in loss or damage to the Company, or in the case of Additional Members, if done in good faith to promote the best interests of the Company, shall not subject the Manager to any liability to the Member(s).

5.9 OFFICER APPOINTMENT

- 5.9.1 The Member shall have the right to delegate any portion of the Member's duties as the Member may determine to officers or to other persons; provided, however, that no such delegation of authority shall relieve the Member of the Member's obligations hereunder. The Member may, from time to time, designate or appoint one or more officers in the Company, including but not limited to: one (1) or more Chairmen; a Vice Chairman;

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a Chief Executive Officer; a President; one (1) or more Vice-President; a Secretary; an Assistant Secretary; a Treasurer; etc.:

5.9.1(a) Any officer as appointed pursuant to ARTICLE 5.9 may, but need not, be employees of the Company, or an affiliate of the Company.

5.9.2(b) Each officer as appointed pursuant to ARTICLE 5.9, shall hold their respective office until:

5.9.2(b)(1) His/her successor is appointed by the Member;

5.9.2(b)(2) Such officer submits his/her resignation; or

5.9.2(b)(3) The Member removes such officer from position, with or without cause.

5.9.2 All officers of the Company, appointed pursuant to ARTICLE 5.9, shall have the authority to conduct the day-to-day operations of the Company consistent with and in the ordinary course of its business, subject to the terms and provisions of this Agreement, and to the direction and authorization of the Member.

5.9.3 Each officer, appointed pursuant to ARTICLE 5.9, shall perform his/her duties as an officer in good faith and with such degree of care, which an ordinary prudent person in a like position would use under similarly situated circumstances.

5.10 POWERS OF MANAGER

5.10.1 The Manager is authorized by, and on, the Company's behalf to make all decisions as to:

5.10.1(a) The sale, development, lease, or other disposition of the Company's assets;

5.10.1(b) The purchase of other acquisition of other assets of all kinds;

5.10.1(c) The management of all, or any part, of the Company assets;

5.10.1(d) The borrowing of money and the granting of security interests in the Company assets;

5.10.1(e) The pre-payment, refinancing or extension of any loan affecting the Company's assets;

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5.10.1(f) The compromise or release of any of the Company's claims and debts; and

5.10.1(g) The employment of persons, firms, corporations, and any other entity for the operation and management of the Company's business.

5.10.2 In the exercise of the Manager's powers, the Manager is authorized to execute and deliver:

5.10.2(a) All contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets;

5.10.2(b) All checks, drafts and other orders for the payment of the Company's funds;

5.10.2(c) All promissory notes, loans, security agreements and other similar documents; and

5.10.2(d) All other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

ARTICLE VI MISCELLANEOUS

6.1 ASSIGNMENT

The Member may assign in whole or in part, the Member's interest in the Company on such terms and conditions as the Member determines in the Member's sole and absolute discretion.

6.2 SEVERABILITY

If any of the provisions of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not have affect on the other provisions hereof which can be given effect without the invalid provision, and to this end the provisions of the Agreement are intended to be and shall be deemed severable.

6.3 GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to the conflicts of law rules of said state.

6.4 AMENDMENTS AND ADDENDUMS

This Agreement may be amended or modified from time to time only upon the written consent of the Member. Such consent may be evidenced by the execution of an amendment or addendum to or restatement of this Agreement.

6.5 THIRD PARTY BENEFICIARY

None of the provisions of this Agreement shall be for the benefit of or enforceable by any of the creditors of the Company or any other person not a party, and heretofore named in this Agreement.

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CERTIFICATION 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 a 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 the Member, this Agreement consists of fourteen (14) pages, constitutes the entire operating Agreement for the Company.

The Agreement is adopted, filed with the Department of State of the State of Florida, and in full force and effect under the articles proceeding as of 31 JANUARY 2012.


NASHAD OMAR CARRINGTON

MEMBER

N.O. CARRINGTON, LLC

DATE: 31 JANUARY 2012

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