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(Requestor's Name)

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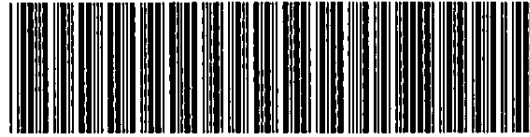
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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J. SAULSBERRY
EXAMINER
OCT 28 2013

The Law Office of Adam R. Miller, P.L.

Adam R. Miller, J.D., LL.M. (Elder Law)

(941)488-9641 Phone

(941)484-9534 Fax

adam.miller@daystar.net

218 Harbor Dr. S.

Venice, FL 34285

October 24, 2013

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: 924 Nokomis, LLC
613 Ravenna, LLC

Dear Sir:

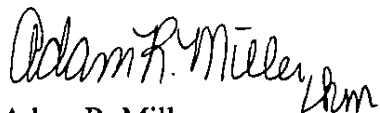
Please find enclosed in connection with the above captioned the following documents:

1. Cover Letter
2. Articles of Organization
3. Operating Agreement of 924 Nokomis, LLC
4. Written Consent to Organize 924 Nokomis, LLC
5. Check #2090 payable to Division of Corporations in the amount of \$125.00
6. Cover Letter
7. Articles of Organization
8. Operating Agreement of 613 Ravenna, LLC
9. Written Consent to Organize 613 Ravenna, LLC
10. Check #2091 payable to Division of Corporations in the amount of \$125.00

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If you have any questions please let me know.

Sincerely,



Adam R. Miller

ARM/hm
Enclosures

(850) 245-6051.

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: 924 NOKOMIS, 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:

| | |
|--|--|
| <u>Gary Sorichetti</u> | |
| Name of Person | |
| <u>924 Nokomis, LLC</u> | |
| Firm/Company | |
| <u>924 Nokomis Avenue South</u> | |
| Address | |
| <u>Venice, FL 34285</u> | |
| City/State and Zip Code | |
| <u>garysorichetti924@gmail.com</u> | |
| E-mail address: (to be used for future annual report notification) | |

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For further information concerning this matter, please call:

| | |
|-----------------------|--------------------------------------|
| <u>Adam R. Miller</u> | at (<u>941</u>) <u>488-9641</u> |
| 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

ARTICLES OF ORGANIZATION

Article I. Name

The name of this Florida limited liability company is: **924 NOKOMIS, LLC**

924 NOKOMIS, LLC

The Company is being formed for to do business for any lawful purpose and all other activities permitted under applicable law.

Article II. Address

The street and mailing address of the Company's initial principal office is:

**924 NOKOMIS, LLC
924 NOKOMIS AVENUE SOUTH
VENICE, FL 34285**

Article III. Registered Agent

The street and mailing address of the Company's registered agent is:

Adam R. Miller, Esq.
218 Harbor Drive South
Venice FL 34285

Article IV. Transferability of Membership Interests

No members shall have the right to assign their membership interests in the Company without the written agreement of all of the membership interests, unless otherwise provided in the Company's Operating Agreement. If the assignment is not approved by all of the membership interests, the assignee shall have no right to become a member, to participate in the management of the Company, or to exercise any other rights of powers of a member. The assignee shall merely be entitled to receive the share of profits and other distributions and the allocation of income, gain, loss deduction, credit or similar item to which the assignor was entitled, to the extent assigned.

Article V. Distribution of Profits

Unless otherwise provided in the Company's Operating Agreement, there shall not be any distribution of profits unless each separate distribution is approved by the affirmative vote of members who own more than 50% of the voting interest in the Company. The voting members shall have complete discretion on when and if to approve any

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STATE OF FLORIDA

distribution of profits.

Article VI. Management

This will be a member-managed company. The name and address of each member is:

GARY SORICHETTI
924 NOKOMIS AVE. S.
VENICE, FL 34285

Article VII. Company Existence

The Company's existence shall begin effective as of October 23, 2013

The undersigned, GARY SORICHETTI, executed these Articles of Organization on
October 23, 2013.



GARY SORICHETTI

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JACKSONVILLE, FLORIDA

Operating Agreement Of 924 NOKOMIS, LLC

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924 NOKOMIS, LLC
OPERATING AGREEMENT

I. ORGANIZATIONAL MATTERS

1. Formation. The Company's records book contains a copy of its formation document filed with the state.

2. Name and Purpose. The Company's formal name is stated above. The Company may do business under a different name by complying with applicable fictitious name or assumed name laws. The Company has been formed to conduct all lawful business activities chosen by its management.

3. Registered Office and Agent. The Company's registered office and/or agent may be changed whenever approved by its management.

4. Duration of Company. The Company's duration shall be perpetual, unless otherwise provided by law, by the dissolution provisions of this document, or by the Company's formation document filed with the state.

II. MANAGEMENT

The Company will be member-managed, unless otherwise provided in its formation document filed with the state. If the Company is manager-managed, the Company's management will be elected each year at the annual membership meeting. Management decisions will require the approval of members holding a majority of membership interests (of member-managed) or the approval of a majority of managers (if member-managed), unless otherwise provided by applicable law, by other provisions of this document, or by the Company's formation document filed with the state. Action required or permitted to be taken at a management meeting may be taken pursuant to written consent. Action by written consent may be taken without a meeting, without prior notice, and without a vote.

III. MEMBERSHIP

1. Nonliability of Members. No member of the Company shall be personally liable for the expenses, debts, obligations or liabilities of the Company, or for claims made against the Company.

2. Reimbursement for Organizational Costs. Members shall be reimbursed by the Company for organizational expenses paid by the members. The Company shall be authorized to elect to deduct organizational expenses and start-up expenditures as permitted by applicable law.

3. Membership Interests. A member's membership interest in this Company shall be expressed as the percentage equivalent of the number that results from the following fraction: the total of a member's capital account as the numerator and the total of all capital accounts of all members as the denominator.

4. Membership Voting. Members shall vote in proportion to their membership interests in the Company, unless otherwise required by applicable law or by the Company's formation document filed with the state. A matter shall be approved if a majority of the membership interests vote in favor of the matter.

5. Compensation. Members shall not be paid as members of the Company for performing any duties associated with such membership. Members may be paid, however, for any services provided in any other capacity for the Company, whether as managers, offices, employees, independent contractors or otherwise.

6. Membership Meetings. The Company shall hold an annual membership meeting at the time and place decided by management and communicated to all members between 30 and 60 days before the regular meeting. In addition, any member may call a special membership meeting at any time by communicating to all other members the plan to schedule a special meeting.

Notification of membership meetings may be in person, in writing, by telephone, by facsimile, or by any other form of electronic notice reasonably expected to be received by all of the members. Special membership meetings shall take place at the time and place stated in the meeting notification. Any business may be discussed and conducted at membership meetings.

Membership meetings may be held without the attendance of all members as long as members holding a majority of membership interests attend the meeting. Written notice of the decisions or approvals made at all membership meetings shall be mailed or delivered to each nonattending member promptly after the meeting. Written minutes of the discussions and proposals at a membership meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting.

A copy of the minutes of the meeting shall be placed in the Company's records book after the meeting. Action required or permitted to be taken at an annual or special membership meeting may be taken pursuant to written consent. Action by written consent may be taken without a meeting, without prior notice, and without a vote.

7. Membership Certificates. The Company may issue certificates representing membership interests (also called units) in the Company. Each certificate shall show the name of the Company, the name of the member, and any additional information considered appropriate by management. Each membership certificate shall be consecutively numbered and signed by two members, managers or officers of this Company. In addition to the above information, all membership certificates shall bear a prominent legend referring to any applicable transfer restrictions.

IV. TAX AND FINANCIAL MATTERS

1. Tax Treatment. It is anticipated that this Company will be treated for federal income tax purposes in the same manner as a partnership, unless there is only one member, in which case the Company will be disregarded as an entity for federal income tax purposes, or the Company otherwise elects to be treated as a corporation under federal income tax law. It is further understood that the members do not consider each other partners or joint venturers, except for federal and state income tax purposes.

2. Annual Income Tax Returns and Reports. Within 75 days after the end of each tax year of the Company, a copy of the Company's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the Company, together with any additional information and forms necessary for each member to complete their individual state and federal income tax returns.

3. Bank Accounts. The Company's management shall designate one or more banks or other institutions for the deposit of funds of the Company, and shall establish such accounts as are reasonable and necessary for its business and investments.

4. Distributions. The Company will distribute to the members every year sufficient cash from the Company's profits to cover their projected income tax liability for their distributive share of items reported by the Company in Schedule K-1, unless all of the membership interests vote against such distribution. All other distributions of the Company's profits will be made from time to time when and if approved by a majority of the membership interests.

V. CAPITAL

1. Capital Contributions by Members. Members shall make the initial capital contributions of cash, property or services approved by a unanimous vote of members.

2. Additional Contributions by Members. The members may agree from time to time by unanimous vote to require the payment of additional capital contributions by the members by a mutually agreeable date.

3. No Interest on Capital Contributions. No interest shall be paid on funds or property contributed as capital to this Company, or on funds reflected in the capital accounts of the members.

4. Capital Account Bookkeeping. A capital account shall be set up and maintained in the records book of the Company for each member. The records book shall reflect each member's capital contribution to the Company, increased by each member's share of profits in the Company, decreased by each member's share of losses and expenses of the Company, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

5. Allocations of Profits and Losses. No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the Company. The profits and losses of the Company, and all items of its income, gain, loss, deduction and credit, shall be allocated to members according to their membership interests. The members may agree from time to time by unanimous vote to make special allocations not in proportion to their membership interests to the extent the special allocations satisfy the applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

6. Allocation and Distribution of Cash to Members. Cash from the Company's business operations, as well as cash from a sale or other disposition of the Company's capital assets, may be distributed from time to time to the members in accordance with their membership interests, as may be decided by a majority of the membership interest.

7. Advances by members. If the Company does not have sufficient cash to pay its obligations, any member may agree to advance all or part of the needed funds as a loan to the Company on terms acceptable to the Company's management. Any such advance shall be treated as a loan to the Company and shall not constitute an additional capital contribution.

VI. MEMBERSHIP ADMISSION AND TRANSFER

1. Admission of Additional Members. No person may be admitted as an additional member unless the admission is approved by a majority of the membership interests and the additional membership interest is purchased by such person for fair consideration.

2. Restrictions on the Transfer of Membership. Members may not transfer their membership interests in the Company unless all of the membership interests approve the admission of the transferee into this Company. Further, members may not encumber a part or all of their membership interests in the Company by mortgage, pledge, security interest, lien or otherwise, unless the encumbrance has first been approved in writing by the Company's management, which approval may not be unreasonably withheld.

Notwithstanding the above provisions, members may assign an economic interest in their membership interests to any another person without the approval of the other members or managers. Such an assignment shall not include a transfer of voting or management rights in this Company, and the assignee shall not become a member of the Company.

VII. DISSOLUTION

1. Dissolution of the Company. Unless otherwise provided by applicable law or by the Company's formation document filed with the state, this Company shall be dissolved upon the first to occur of any of the following events: (a) written agreement of a majority of membership interests to dissolve the Company or (b) entry of an order of dissolution by a court with jurisdiction over the Company.

2. Liquidation. After dissolution of the Company, its management shall diligently wind up and liquidate the business and affairs of the Company. The Company shall pay for all expenses of liquidation.

VIII. GENERAL PROVISIONS

1. Officers. The Company's management may appoint officers, such as a President, Vice President, Secretary and Treasurer, who shall have the responsibilities generally accorded to their positions, subject to the right of management to modify the responsibilities of such positions. Persons who fill these positions need not be members or managers of the Company. The officers may be compensated or non-compensated according to the nature and extent of the services provided by such officers.


2. Records. The Company shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the Company's financial transactions. A list of the names and addresses of the current membership of the Company also shall be maintained at this address, with notations on all transfers of economic interests to nonmembers and transfers of membership interests to persons admitted into membership in the Company. A list of the name and address of the Company's management staff shall also be kept at this address.

Copies of the Company's formation document filed with the state, a signed copy of this document, and the Company's tax returns for the preceding three tax years shall be kept at the principal business address of the Company. Any member or manager may inspect any and all records maintained by the Company upon reasonable notice of the Company. Copying of the Company's records by members and managers is allowed, but reasonable copying costs shall be paid for by the requesting member or manager.

3. All Necessary Acts. The members, managers and officers of this Company are authorized to perform all acts necessary to perfect the organization of this Company and to carry out its business operations expeditiously and efficiently. The Company's management may certify to other businesses, financial institutions and individuals as to the authority of one or more members, managers or officers of this Company to transact specific items of business on behalf of the Company.

4. Amendment. This document shall not be amended, modified or replaced except by a written instrument approved by a majority of the membership interests.

I certify that the Company's members have adopted the terms of this document.

Secretary: 
Gary Sorichetti

Date: October 23, 2013

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STATE OF NEW YORK
COUNTY OF SULLY

Written Consent to Organize 924 NOKOMIS, LLC

The members hereby take the following actions by unanimous written consent to organize this Florida company:

1. Organization. The Company's articles of organization (certificate of formation) are approved and ratified.
2. Officers. The following persons are appointed to the offices set forth opposite their names to serve until their successors are appointed:

| | |
|----------------|-----------------|
| President | GARY SORICHETTI |
| Secretary | GARY SORICHETTI |
| Treasurer | GARY SORICHETTI |
| Vice President | GARY SORICHETTI |
3. Membership Certificates. The membership certificates have not physically been issued however no more than 100 issuing units (membership interests) may be issued.
4. Bank Account. The Company's management shall open an account with a bank or other financial institution and shall deposit in that account all funds of the Company. All resolutions required to open an account in accordance with this paragraph are adopted as the action of the Company.
5. Agreement/Regulations. The adoption by the members of the basic form of Operating Agreement or Regulations or LLC Agreement contained in the Corporate Records binder is acknowledged.
6. Membership Interests. For the consideration determined by the Company's management to be adequate, the Company will issue to each member named below a membership certificate for the number of units stated below:

| <u>Units</u> | <u>Member</u> |
|--------------|-----------------|
| 100 | GARY SORICHETTI |

The undersigned, constituting all of the Company's members, executed this written consent effective as of the 23rd of October 2013.



GARY SORICHETTI

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STATE OF FLORIDA
NOKOMIS, FL