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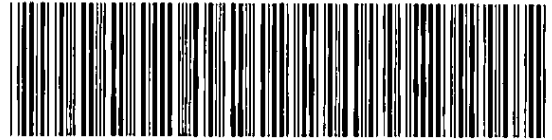
(Business Entity Name)

(Document Number)

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FEB 16 2025
FILING OFFICE

ARTICLES OF ORGANIZATION
FOR
DUGG PROPERTIES, LLC.

Pursuant to s.605.0201, Florida Statutes, the Articles of Organization are as follows:

ARTICLE I
Corporate Name

The name of the limited liability company shall be:

Dugg Properties, LLC.

ARTICLE II
Principal Office

The mailing address and the street address of the limited liability company

1600 Gulf Boulevard, #716
Clearwater, FL 33767

ARTICLE III

The name and street address of the limited liability company's registered agent. The registered agent is familiar with and accepts the obligations of the position.

William Nebinger-Tobin
1600 Gulf Boulevard, #716
Clearwater, FL 33767

ARTICLE IV

Corporate Purpose

The object and purposes of this limited liability company shall be to provide residential housing. In addition, the limited liability company shall have the power to carry on business of any character whatsoever that is not prohibited by law.

ARTICLE IV

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


William Nebinger-Tobin
1600 Gulf Boulevard, #716
Clearwater, FL 33767

ARTICLE VII
Organizer

The name and address of the Organizer is:

William Nebinger-Tobin
1600 Gulf Boulevard #716
Clearwater, FL 33767

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Signature: 

(Registered Agent)

Date:

10/25/24

Signature: 

(Organizer)

Date:

10/25/24

NOTICE OF FILING
FILED
OCT 25 2024
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Dugg Properties, LLC

A Manager-Managed Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (the Agreement) is made and entered into this 25th day of October 2024 by William Nebinger-Tobin as Manager and individual or business entity later subsequently admitted to the Company. These individuals and/or business entities shall be known as and referred to as "Members" and individually as a "Member.";

William Nebinger-Tobin

As of this date the Members, have formed Limited Liability Company named above under the laws of the state of Florida. Accordingly, in consideration of the conditions contained herein, they agree as follows:

ARTICLE 1

Company Formation and Registered Agent

1.1 FORMATION. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. A Certificate of Formation shall be filed with the Secretary of State.

1.2 NAME. The name of the Company shall be: Duggs Properties, LLC.

1.3 REGISTERED OFFICE AND AGENT. The location of the registered office of the Company shall be:

**William Nebinger-Tobin
1600 Gulf Boulevard #716
Clearwater, FL 33767**

1.4 The Company shall continue indefinitely unless dissolved by:

- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing a dissolution of a Limited Liability Company under the laws of the State of Florida.

1.5 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4 (c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4 (c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 BUSINESS PURPOSE. The Company is organized for the express purpose of providing residential housing. In addition, the Company shall have the power to carry on any business which is not expressly prohibited by law.

1.7 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

**1600 Gulf Boulevard # 716
Clearwater, FL 33767**

or at such other place as the Managers from time to time select.

1.8 THE MEMBERS. The name and place of residence of each member are contained in Exhibit 2 attached to this agreement.

1.9 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous consent of the Members.

ARTICLE 2 Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed value of such property and cash is \$100.

2.2 ADDITIONAL CONTRIBUTIONS. Members are not required to make any additional contributions.

ARTICLE 3 Profits, Losses, and Distributions

3.1 PROFITS/LOSSES. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in

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proportion to each Member's relative capital interest in the Company as set forth in Exhibit 3 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE 4

Management

4.1 MANAGEMENT OF THE BUSINESS. The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interest in the Company, as set forth in Exhibit 1 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager.

4.2 MEMBERS. The liability of the Members shall be limited as provided under the laws of the Virginia Limited Liability statutes. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

4.3 POWERS OF MANAGERS. The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 CHIEF EXECUTIVE MANAGER. The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.

4.5 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.6 COMPANY INFORMATION. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.7 EXCULPATION. Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interest of the Company, shall not subject the Managers to any liability to the Members.

4.8 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonable believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

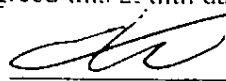
4.9 RECORDS. The Managers shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal and state income tax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the limited liability company for the three most recent years.

decline or fail to elect such interest within forty-five (45) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the Florida Limited Liability statutes, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

Signed and Agreed this 25thth day of October 2024.

Member



William Nebinger-Tobin

STATE OF FLORIDA
COUNTY OF ...
...
...

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR DUGG PROPERTIES, LLC
LISTING OF MANAGER
EXHIBIT 1**

Manager
Title

William Nebinger-Tobin
Printed Name:

1600 Gulf Boulevard # 716
Address Line 1

Clearwater, FL 33767
Address Line 2

Signed and Agreed this 25th day of October , 2024.



William Nebinger-Tobin

FILED
2024 OCT 25 PM 1:13
CLERK OF DISTRICT COURT
JULIA M. L. MONTGOMERY

**DUGG PROPERTIES , LLC
LISTING OF MEMBERS
EXHIBIT 2**

As of the 25th day of October, 2024, the following is a list of Members of the Company:

NAME:
William Nebinger-Tobin

ADDRESS:
1600 Gulf Boulevard #716
Clearwater, FL 33767

Authorized by Members to provide Member listing as of this 25th day of October, 2024.



Member- William Nebinger-Tobin

FILED
SECRETARY OF STATE
FLORIDA
2024 OCT 25 PM 4:00
TALLAHASSEE


**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR DUGG PROPERTIES, LLC
CAPITAL CONTRIBUTIONS
EXHIBIT 3**

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$100. The description and each individual portion of this initial contribution is as follows:

<u>William Nebinger-Tobin</u>	\$ <u>100.00</u>
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TOTAL	\$ 100.00
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SIGNED AND AGREED this 25th day of October, 2024



William Nebinger-Tobin

FILED
RECORDED
2024 OCT 25 PM 1:05
CLERK OF SUPERIOR COURT
COUNTY OF DUGG, ARIZONA