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(City/State/Zip/Phone #)

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
08 AUG - 6 PM 3:50

*W08-35678*

**AUG 06 2008**

**ECKSTEIN LAW FIRM**

A PROFESSIONAL CORPORATION

1515 POYDRAS STREET

SUITE 2195

NEW ORLEANS, LOUISIANA 70112

TEL: 504-527-0701

FAX: 504-566-0040

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MICHAEL L. ECKSTEIN\*

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\*LL.M. IN TAXATION  
BOARD CERTIFIED TAX ATTORNEY

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\*LL.M. IN ENERGY AND ENVIRONMENT

\*ALSO ADMITTED IN TEXAS

WRITER'S DIRECT E-MAIL:  
[mle@eck-law.com](mailto:mle@eck-law.com)

July 25, 2008

Department of State  
Division of Corporations  
Corporate Filings  
P. O. Box 6327  
Tallahassee, FL 32314

Re: Bentley Lane LLC

Dear Sir or Madam:

Please file the enclosed Articles of Organization in your records. Our check in the sum of \$125.00 is enclosed to cover the filing and registered agent designation fee. If you need any further information, please call us.

Thank you for your assistance on this matter.

Sincerely,

**ECKSTEIN LAW FIRM, APC**

By:



Michael L. Eckstein

MLElfm

Enclosures

cc: Mr. Daniel P. Poulin

744526\123



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 29, 2008

ECKSTEIN LAW FIRM  
1515 POYDRAS STREET, STE 2195  
NEW ORLEANS, LA 70112

SUBJECT: BENTLEY LANE LLC  
Ref. Number: W08000035678

We have received your document for BENTLEY LANE LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You have listed 3 Registered Agents, there can only be 1. Please correct the document so that it reads only 1 Registered Agent.,

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6097.

Marsha Thomas  
Regulatory Specialist II

Letter Number: 208A00043627

## ECKSTEIN LAW FIRM

A PROFESSIONAL CORPORATION

1515 POYDRAS STREET

SUITE 2100

NEW ORLEANS, LOUISIANA 70112

TEL: 504-527-0711

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ALSO ADMITTED IN TEXAS

DATE: 08/06/08FAX NUMBER: 850-245-6030FAX ONLY ☒

TO:

BrendaFlorida Secretary of State

FAX &amp; MAIL

FROM:

OPERATOR:

Leah

RE:

Bentley Lane LLC# OF PAGES: 3 (INCLUDING THIS PAGE)IF YOU DO NOT RECEIVE ALL OF THESE PAGES, PLEASE CALL AS SOON AS  
POSSIBLE AT (504) 527-0701. OUR FACSIMILE NUMBER IS: (504) 566-0040.

*Brenda will you please for me  
email me a copy of evidence  
that this company is organized  
Thank you Leah m@eck-law.com*

**CONFIDENTIALITY NOTICE:**

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service.

**ARTICLES OF ORGANIZATION  
FOR FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I  
NAME**

The name of the limited liability company is:

**BENTLEY LANE LLC**

**ARTICLE II  
ADDRESS**

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

2701 Chester Street  
Metairie, LA 70001

Mailing Address:

2701 Chester Street  
Metairie, LA 70001

Copy to:

22 Bentley Lane  
Santa Rosa Beach, FL 32459

**ARTICLE III  
OBJECTS AND PURPOSES**

The purpose of this limited liability company is to engage in any lawful activity for which limited liability companies may be formed under s. 608.407, Florida Statutes, including but not limited to engage in any and all acts or things done incidental to or connected with the purchase of real estate, and to generally engage in any business enterprise which may be profitably conducted in conjunction with or incidental to said lawful business endeavor.

**ARTICLE IV  
DURATION**

The duration of this limited liability company is fifty (50) years.

08 AUG - 6 PM 3:50  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

**ARTICLE V**  
**REGISTERED AGENT, REGISTERED OFFICE AND REGISTERED AGENT'S SIGNATURE**

The name and the Florida street address of the registered agents are:

Daniel P. Poulin  
22 Bentley Lane  
Santa Rosa Beach, FL 32459

*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 608, F.S..*

  
\_\_\_\_\_  
Daniel P. Poulin

**ARTICLE VII**  
**MANAGERS or MANAGING MEMBERS**

The name and address of each Manager or Managing Member is as follows:

Managing Members:	Daniel P. Poulin	Jennifer L. Poulin
	2701 Chester Street	2701 Chester Street
	Metairie, LA 70001	Metairie, LA 70001
	Rebecca B. Appleyard	
	22 Bentley Lane	
	Santa Rosa Beach, FL 32459	

The Board of Managers of this limited liability company shall be vested in, and the business and affairs of this limited liability company shall be managed by the Board of Managers.

Each member of this limited liability company shall appoint a representative to the Board of Managers. The number, classification, terms of office, manner of election, times, and places of meetings, and the powers and duties of the Managers shall be as from time to time, fixed by the Operating Agreement.

The Board of Managers shall have authority to make and alter the Operating Agreement, including the right to alter the Operating Agreement fixing their classification or term of each matter, or fixing or increasing their compensation, subject to the power of the members to amend the Operating Agreement so made.

Any manager absent from a meeting may be represented by any other manager or member, who may cast the vote of the absent member, according to the written instructions, general or special if said absent manager filed with the appointed secretary for the Board of Managers.

#### ARTICLE VIII LIABILITY OF MANAGERS

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a member or officer for the Board of Managers, of this limited liability company or is or was serving at the request of this limited liability company as a director, manager, member, officer, employee or agent of another limited liability company or of a corporation or partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, manager, member, officer, employee or agent, shall be indemnified and held harmless by this limited liability company to the fullest extent authorized by the Florida Statutes, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits this limited liability company to provide broader indemnification rights than said law permitted this limited liability company to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a manager, member, officer of the Board of Managers, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that this limited liability company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) if authorized by the Board of Managers of the limited liability company. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by this limited liability company the expenses incurred in defending any such proceeding in advance of its final disposition: provided,

however, that, if the applicable Florida statutes require, the payment of such expenses incurred by a manager or officer of the Board of Managers, in his or her capacity as a manager or officer of the Board of Managers (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to this limited liability company of an undertaking, by or on behalf of such manager or officer of the Board of Managers, to repay all amounts so advanced if it shall ultimately be determined that such manager or officer of the Board of Managers is not entitled to be indemnified under this Section or otherwise. This limited liability company may, by action of its Board of Managers, provide indemnification to employees and agents of this limited liability company with the same scope and effect as the foregoing indemnification of managers and officers of the Board of Managers.

#### ARTICLE IX ORIGINAL CAPITAL CONTRIBUTION/PROFITS AND LOSSES

Each member shall have the right to vote on business decisions of this limited liability company in proportion to that member's interest in profits and losses as per the Operating Agreement and any amendments thereto.

#### ARTICLE X ADMINISTRATIVE PROVISIONS

A. Each manager shall devote such time to the business as the company interests shall require.

B. The company will be managed by managers, as further provided in the company's Operating Agreement. Except as authorized by the managers, no member is an agent of the company or has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the company.

C. None of the members shall knowingly cause or suffer to be done anything whereby the limited liability company's property may be seized, attached, taken on execution, or otherwise endangered. If any of the members hereto shall be adjudged bankrupt, or become insolvent, or take proceedings in liquidation by agreement or composition, or make any assignment for the benefit of his creditors, or in the event a writ of execution, attachment, or garnishment shall be levied, or such levy shall be attempted, against any member's limited liability interest or in the event the interest of any member shall be in danger of being divested from said member by any process of law, the remaining member/members shall have the immediate option of purchasing the interest of such member ("withdrawing member") in the limited liability company in accordance with the terms and conditions contained within the Operating Agreement. The proceeds of such purchase may be paid into the registry of any Court in which such proceedings are pending, and said member shall thereafter have no further interest in the limited liability company. It is the intention of this Articles of Organization, however, that the limited liability company may continue



in existence for the term specified in Article IV and shall not necessarily dissolve by reason of any change of the status of a member by insolvency, or by operation of law or otherwise.

D. Except as authorized by the managers, no member is an agent of the company or has the authority to make any contracts, enter into any transactions or make any commitments on behalf of the company.

#### ARTICLE XI. SALE OF A MEMBER'S INTEREST

A. No member shall sell, transfer or otherwise dispose of all or any part of his/her interest in this limited liability company without first giving notice to the company and/or the other members. The interests must be transferred in accordance with the Operating Agreement. If there is no Operating Agreement in place, any transfers shall be in accordance with Subsection B of this Article XI.

B. **First Refusal Rights.** The Members shall not have the right to, nor shall they transfer their Interests, or any part thereof, or any hereafter issued, to any third party, unless and until the Members have first made an offer in writing to the Company itself to purchase their interest for the lesser of the price offered by a third party in writing or the price determined in accordance with the Operating Agreement, and if the Company does not avail itself of said offer, then to the Remaining Members. If the Company, or secondarily, the Remaining Members agree to purchase the Dissociated Member's Interest, the purchase price of such interest shall be paid to the Member pursuant to a promissory note beginning within 60 days of determination of the aggregate fair market value said promissory note bearing interest at the Prime Rate, which shall be due and payable upon the earlier of (i) expiration of a five-year term with equal annual installments or (ii) the sale or other disposition of all of the Property or at the Company's option, in cash. The promissory note shall provide for equal annual payments with interest at the Prime Rate payable in arrears. The officers of the Company shall submit the offer in writing to the Remaining Members as above set forth within five (5) days after the receipt of the offer. The Company, through its Board of Managers, shall have sixty (60) days within which to decide whether or not it will accept the offer to purchase all the Membership Interests offered, and if it declines to purchase all such Membership Interests, the Remaining Members shall have twenty (20) days after the lapse of such sixty (60) days within which to acquire all such Membership Interests, but not less than all, thus offered for sale. These sixty (60) and twenty (20) day periods shall begin to run on the date of the mailing of the offers to the Remaining Members of Membership Interests in the Company. As above stated, the Other Members shall have the right to acquire the Membership Interests offered in the proportion to the holdings of such Remaining Members. Should the Membership Interests not be acquired in whole within eighty (80) days then the Members may dispose of same in such manner and to such person or persons as they may determine, provided however, that the bona fide third party purchaser agrees to be bound by this Agreement and that the Membership Interests offered may not be sold by the Member at a price less than the lower of the price offered in writing by a third party to the Company, or secondarily, the Remaining Members, as determined above or

the price determined in accordance with the Operating Agreement, without a second offer being made to the Company, submitted in writing, allowing the Company an additional sixty (60) days within which to purchase the Membership Interests to be sold at the lesser of the proposed sales price to be paid by any bona fide third party purchaser or the price determined in accordance with the Operating Agreement with the purchase price being paid pursuant to a promissory note in accordance with the terms described above; further provided, that should such Membership Interests not be disposed of to such bona fide third party purchaser within sixty (60) days from date of the expiration of the notice given of the desire to sell such Membership Interests, it must again be offered to the Company and the Remaining Members, as hereinabove provided, before they can be transferred to other parties, and a like limitation shall apply to any further or other such transfer, or attempt to transfer any of such Membership Interests.

**ARTICLE XII**  
**GOVERNING LAW**

It is the intention of all parties hereto that all questions with respect to the construction of this agreement and to the rights and liabilities of the parties hereto shall be determined in accordance with the law of the State of Florida.

**ARTICLE XIII**  
**RELATIONSHIP OF ARTICLES OF ORGANIZATION**  
**TO OPERATING AGREEMENT**

If a provision of these Articles of Organization differs from a provision of the company's Operating Agreement, then, to the extent allowed by law, the Operating Agreement will govern.

In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

  
\_\_\_\_\_  
Daniel P. Poulin, Member

  
\_\_\_\_\_  
Jennifer L. Poulin, Member

  
\_\_\_\_\_  
Rebecca B. Appleyard, Member

July 23, 2008.