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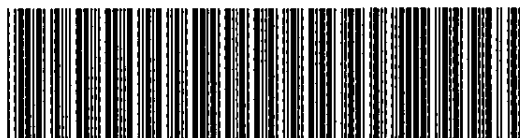
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

C. LEWIS  
FEB 14 2012  
EXAMINER

*Thomas G. Eckerty, P.A.*

**ATTORNEY AT LAW**

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Fort Myers, Florida 33907-5638

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February 9, 2012

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

RE: B.E.F. Investments, LLC

Dear Sir or Madam:

Enclosed please find an original executed Articles of Organization for the following new entity: "B.E.F. Investments, LLC" together with a copy there which I need filed as soon as possible. I have also enclosed herewith my check in the amount of \$155.00 to cover the costs of filing and the Registered Agent fee, as well as the cost for a certified copy for this new LLC.

Please file this document on my behalf and return the copy to my office, along with any other documentation regarding the filing of these Articles, in the enclosed self-addressed, stamped envelope.

If you have any questions in regard to this matter, or if you need any additional information in order to process the registration of this new LLC, please contact my office upon your receipt hereof. Thank you for your attention and cooperation in this request.

Very truly yours,



Thomas G. Eckerty  
TGE/ees

Enclosures

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ARTICLES OF ORGANIZATION  
OF

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B.E.F. INVESTMENTS, LLC

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I  
Name and Address

The name of the limited liability company shall be **B.E.F. INVESTMENTS, LLC**. The mailing and street address of the principal office of the limited liability company is: 308 Bayshore Drive, Cape Coral, Florida 33904.

ARTICLE II  
Duration

This limited liability company shall be perpetual.

ARTICLE III  
Purpose

This limited liability company is being formed for the general purpose of conducting any and all lawful business for which limited liability companies may be organized under the laws of the State of Florida, as may be amended from time to time, including but not limited to the following:

1) **Capacity to Act:** To have the capacity to act possessed by natural persons, but to have authority to perform only such acts as are necessary, convenient or expedient to accomplish the purposes for which it is formed, and such as are not repugnant to laws.

2) **To Deal in Personal Property:** To acquire (by purchase, exchange, lease, hire or otherwise), hold, mortgage, pledge, hypothecate, exchange, sell, deal in and dispose of, alone or in syndicates or otherwise in conjunction with others, commodities and other personal property of every kind, character and description whatsoever and wheresoever situated, and any interest therein. Personal property shall include live stock of every variety and description.

3) **To Deal in Real Property:** To acquire (by purchase, exchange, lease, hire or otherwise), hold, own, improve, manage, operate, lease as lessee, let as lessor, sell, convey or mortgage, either alone or in conjunction with others, real estate of every kind, character and description whatsoever and wheresoever situated, and any interest therein.

4) **To Act as Agent:** To act in any state in which the Limited Liability Company is qualified to do business, as agent or representative for any individual, association, corporation or legal entity, respecting business which the Limited Liability Company is authorized to transact.

5) **To Make Contracts:** To enter into, make, perform, and carry out, or cancel and rescind, contracts for any lawful purposes pertaining to its business.

6) **To Deal in Patent Rights:** To acquire (by purchase, exchange, lease, hire or otherwise), hold, use, sell, lease, assign or grant licenses or sub-licenses in respect of, pledge or otherwise dispose of, letters patent of the United States or any foreign country, patent rights, licenses, privileges, invention, improvements, processes, copyrights, trademarks and trade names.

7) **To Deal in Good Will:** To acquire (by purchase, exchange, lease, hire or otherwise) all, or any part, of the good will, rights, property and business of any person, entity, partnership, association, or corporation heretofore or hereafter engaged in any business similar to any business which the Limited Liability Company has power to conduct; to pay for the same in cash or in stocks, bonds or other obligations of the Corporation or otherwise; to hold, utilize and in manner dispose of the whole, or any part, of the rights and property so acquired,

and to assume in connection therewith any liabilities of any person, entity, partnership, association, or corporation, and conduct in any lawful manner the whole, or any part, of the business thus acquired.

8) **To Execute Guarantees:** To make any guaranty respecting stocks, dividends, securities, indebtedness, interest, contracts, or other obligations.

9) **To Enter into Partnerships:** To enter into any lawful arrangement for sharing profits, union of interest, reciprocal association, or cooperative association with any corporation, association, partnership, individual, or other legal entity, for the carrying on of any business which the Limited Liability Company is authorized to carry on, or any business or transaction deemed necessary, convenient, or incidental to carrying out any of the purposes of the Limited Liability Company.

10) **To Raise Funds:** To borrow or raise monies for any of the purposes of the Limited Liability Company and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills or exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof, and the interest thereon, by mortgage on, or pledge, conveyance, or assignment in trust of, the whole, or any part, of the assets of the Limited Liability Company, real, personal, or mixed, including contract rights, whether at the times owned or thereafter acquired, and to sell, pledge, or otherwise dispose of such securities or other obligations of the Limited Liability Company to its corporate purposes.

11) **To Deal in its Own Securities:** To acquire (by purchase, exchange, lease, hire or otherwise), hold, sell, transfer, reissue, or cancel the shares of its own capital stock, or any securities or other obligations of the Limited Liability Company, in the manner and to the extent now or hereafter permitted by the laws of Florida, EXCEPT that the Limited Liability Company shall not use its funds or other assets for the purchase of its own shares of stock when such use would cause any impairment of the capital of the Limited Liability Company, and EXCEPT that shares of its own capital stock beneficially owned by the Limited Liability Company shall not be voted directly or indirectly.

12) **Rights, Privileges and Powers:** Subject to any limitations or restrictions imposed by law or by these Articles of Organization, to have and exercise all the general rights, privileges and powers specified in the Act.

13) **General Clause:** To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers herein set forth, and to do every other act and thing incidental permitted by the State of Florida, or by the provisions of these Articles of Organization.

14) **Construction of Foregoing Sections:** The foregoing sections shall be construed as purposes as well as powers and the matters expressed in each section shall, unless otherwise expressly provided, be in no way limited by reference to, or inference from, the terms of any other section, each of such sections being regarded as creating independent powers and purposes. The enumeration of specific powers and purposes in any of such sections shall not be construed as limiting or restricting in any manner either the meaning of general powers of the Corporation created thereby; nor shall the expression of one thing be deemed to exclude another not expressed, although it be of like nature. The Limited Liability Company shall not, however, carry or exercise any powers which a corporation organized under the laws thereof could not carry on or exercise.

#### ARTICLE IV

##### Designation of Registered Agent and Certificate of Acceptance

The name and address of the Registered Agent and office of the limited liability company shall be Ben Frazier, 308 Bayshore Drive, Cape Coral, Florida 33904.

*I, Ben Frazier, 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.

  
Ben Frazier

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TALLAHASSEE, FLORIDA

**ARTICLE V  
Contributions to Capital**

The initial capital of this limited liability company shall consist of the sum of One Hundred Dollars (\$100.00), in cash, which will be contributed by the members in the following amount:

Ben Frazier	\$ 100.00
308 Bayshore Drive	
Cape Coral, Florida 33904	

No member shall be entitled to receive interest on his contribution to capital.

**ARTICLE VI  
Management**

The member shall appoint a manager, which manager will manage this limited liability company. The manager shall conduct the business of the limited liability company on behalf of the member, pursuant to any specific agreements and conditions set forth in an Operating Agreement, and in the regulations of the limited liability company, which are incorporated herein by reference. The manager shall be selected annually by the member, in accordance to the Operating Agreement and Intent.

**ARTICLE VII  
Property**

Real or personal property originally brought into or transferred to the Company, or acquired by the Company by purchase, or otherwise, shall be held and owned, and conveyance shall be made in the name of this limited liability company.

**ARTICLE VIII  
Annual Meeting**

An annual meeting shall be held without call or notice within thirty (30) days after the close of the Company's fiscal year at times and places selected by the member. Special meetings may be called at any time without notice, however, in the event additional members are admitted in the future, members shall be given thirty (30) days notice prior such meetings. Notice of special meetings shall be by an actual notice in person or by telephone to each member. Attendance at a meeting constitutes a waiver of notice unless the member protests the lack of notice to him.

Minutes shall be kept of all regular and special meetings.

**ARTICLE IX  
Transferability of Members' Interest**

Transferability of members' interests shall be governed by the provisions of Florida Statutes §608.432.

**ARTICLE X  
Profit and Loss**

Profits and losses generated by the business of this Company shall be passed through to the member pursuant to the Operating Agreement and Intent which is incorporated herein by reference.

**ARTICLE XI  
Additional Members**

The member shall have the right to admit additional members upon terms and conditions unanimously voted on and agreed upon.

**ARTICLE XII  
Withdrawal, Retirement, Death, Bankruptcy or Expulsion**

In the event of withdrawal, retirement, death, bankruptcy or expulsion of a member, the remaining members, of any, shall have the right to continue the business of this limited liability company, pursuant to the applicable provisions of the Operating Agreement and Intent and the regulations.

**ARTICLE XIII  
Dissolution and Liquidation**

Dissolution and liquidation of this limited liability company shall be pursuant to Florida Statute §608.441-448, and the Operating Agreement and Intent which is incorporated herein by reference; however, the remaining member or members, if any, shall have the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or occurrence of any other event that terminates the continued membership of a member in the Company.

**ARTICLE XIV  
Notice to Members**

All notices to the members of this Limited Liability Company, pursuant to these Articles, shall be deemed effective when given by personal delivery, or by certified mail, return receipt requested.

**ARTICLE XV  
Amendments**

These Articles may be amended from time to time by unanimous consent of the members, and the amendment shall be filed, duly signed by all member(s) of the company, with the State of Florida, Division of Corporations.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Organization on this 8th day of Feb, 2012.

Attest:

Elin E. Stoffel  
Print name: ELIN E. STOFFEL

Ben Frazier  
Ben Frazier

Doreen A. Legault  
Print name: DOREEN A. LEGAULT

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8th day of February, 2012, by Ben Frazier, who is personally known to me, and who did/did not take an oath.

NOTARY STAMP OR SEAL

Doreen A. Legault  
Doreen A. Legault, Notary Public  
Commission Expiration: 5/20/2014  
Commission No.: DD993886

