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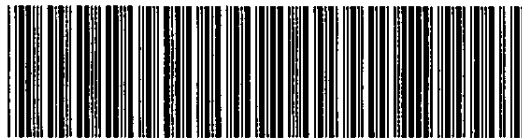
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DIVISION OF CORPORATIONS  
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C. LEWIS  
DEC 17 2012  
EXAMINER

**COVER LETTER**

TO: Registration Section  
Division of Corporations

SUBJECT: **RELYEA FRENCH, L.C.**

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

**PETER F. RING**

Name of Person

**RELYEA FRENCH, L.C.**

Firm/Company

**72 N. VILLAGE AVE, STUITE E.**

Address

**ROCKVILLE CENTRE, NY 11570**

City/State and Zip Code

**peter.ring@mr frenchholdings.com**

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

**Peter F. Ring**

Name of Person

at ( **516** ) **766-8985**

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☐ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☒ \$60.00 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

**AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
Of  
RELYEA FRENCH, L.C.**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

2012 DEC 14 PM 12: 58

The undersigned, being a member of RELYEA FRENCH, L.C., a limited liability company organized and existing under the laws of the State of Florida, does hereby certify as follows:

**FIRST:** Articles of Organization for RELYEA FRENCH, L.C. were filed on December 21, 1998, with the Florida Department of State.

**SECOND:** Amended and Restated Articles of Organization for RELYEA FRENCH, L.C. were filed on March 30, 2000 with the Florida Department of State.

**THIRD:** The members of Relyea French, L.C., by majority written consent on 22<sup>nd</sup> day of November, 2012 approved and by resolution duly adopted the Second Amended and Restated Articles of Organization:

**“SECOND AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
RELYEA FRENCH, L.C.**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

**ARTICLE I  
NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be RELYEA FRENCH, L.C., and its principal office shall be located at 72 N. Village Avenue, Suite E, Rockville Centre, New York 11570 but it shall have the power and authority to establish branch offices at any other place or places as the members may designate. The above address also serves as the mailing address of the company.

## **ARTICLE II**

### **PURPOSES AND POWERS**

2.1 In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

a. To engage in any activity or business authorized under the Florida Statutes.

b. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.

c. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.

d. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

e. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

f. 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 set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

2.2 The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

2.3 Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

### **ARTICLE III**

#### **EXERCISE OF POWERS**

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of the Managing Member(s) of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a vote or written consent of a majority of the membership interests of the limited liability company.

### **ARTICLE IV**

#### **MANAGEMENT**

1.1 Management. Management of the Company shall be vested in one (1) or more Managing Members, as provided herein.

4.2 Number, Tenure and Qualifications of Managing Member(s). The Company shall initially have one (1) Managing Member.

The name of the initial Managing Member is Peter F. Ring. The number of Managing Members of the Company may be amended from time to time by the majority vote or written consent of the Members. Each Managing Member shall hold office until the next annual meeting of Members or until a successor shall have been elected and qualified. The Managing Member(s) shall be elected by the majority vote or written consent of the Members and need not be residents of the State of Florida.

4.3 Powers of Managing Member(s)/Actions Requiring Unanimous Consent.

(a) Except as set forth in this Agreement, the Managing Member(s) shall have power and authority, consistent with the best interest of the Company, to take any lawful action that the Managing Member(s) deems necessary, convenient or advisable in connection with the day-to-day business of the Company.

(b) Notwithstanding anything herein to the contrary, or any other provision of this Agreement, the following actions shall require the Unanimous Consent of the Members:

- (i) any act in contravention of this Agreement;
- (ii) sell all or substantially all of the assets of the Company in any one or more of a series of related transactions;
- (iii) enter into any agreement or arrangement to merge the Company with or into any other entity or person;
- (iv) do any other act that the Florida Limited Liability Company Act (the "Act") specifically requires to be approved by all Members; provided, however, that, to the extent the provisions of the Act may be varied by agreement of the Members, the provisions of this Agreement providing for less than unanimous approval of the Members shall be fully operative.

4.4 Binding Authority. The Managing Member(s) shall have the authority to execute and sign (without co-signature) checks, drafts, notes, agreements and other instruments on behalf of the Company and to otherwise bind or obligate the Company in connection with the exercise of the powers granted to the Managing Member(s) under Section 4.3(a) above, unless such action requires the agreement of all of the Members to a proposed action on behalf of the Company (as required under Section 4.3(b) above). Unless and except as authorized to do so by this Agreement or the Members, no Person shall have any power or authority to bind the Company.

4.5 Liability for Certain Acts. The Managing Member(s) shall perform his/her duties in good faith, in a manner he/she reasonably believes to be in the best interests of the Company and with such care as an ordinarily prudent person in a similar position would use under similar circumstances. A Managing Member who so performs such duties shall not have any liability by reason of being or having been a Managing Member. A Managing Member shall not be liable to the Company or the Members for any loss or damage sustained by the Company or the Member, unless the loss or damage shall have been the result of the gross negligence or willful misconduct of such Managing Member. Without limiting the generality of the preceding sentence, a Managing Member does not in any way guaranty the return of any Capital Contribution to the Members or a profit for the Members from the operations of the Company.

4.6 No Exclusive Duty to Company. The Managing Member(s) shall not be required to manage the Company as his/her sole and exclusive function and he/she may have other business interests and may engage in other activities in addition to those relating to the Company, provided that those other activities are not in conflict with or competitive against the best interests of the Company. Neither the Company nor the Member shall have any right pursuant to this Agreement to share or participate in such other business interests or activities or to the income or proceeds derived therefrom. A

Managing Member shall incur no liability to the Company or the Member as a result of engaging in any other business interests or activities.

4.7 Indemnification. The Company shall indemnify and hold harmless the Managing Member from and against all claims and demands to the maximum extent permitted under the Florida Limited Liability Company Act. Any indemnification shall be fully subordinated to any obligations respecting the properties of the Company and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

## **ARTICLE V**

### **Advisory Committee**

5.1 Establishment and Functions. There shall be an Advisory Committee (the "Committee") which shall meet from time to time. The Committee shall have no authority to act for or on behalf of the Company. Rather, the Committee shall act solely in an advisory capacity to the Company on such matters as shall be referred to such Committee from time to time by the Company, the Managing Member and such other matters as the Committee considers appropriate. It is intended that the Committee review and evaluate budgets, financial statements, loans and business opportunities that may be made available to the LLC. Notwithstanding anything in this Agreement to the contrary, the Committee shall not have any right, power, or authority to act for or on behalf of or to bind the Company.

5.2 Limitation on Activities and Authority of the Committee. The Committee and the Committee Members shall have no legal capacity or authority to act on behalf of the Company. Without limitation, the Committee and Committee Members are not authorized to transact business, incur obligations, buy or sell properties, receive payments, solicit orders or assign or create any obligation of any kind, express or implied, on behalf of or binding to the Company or otherwise to bind the Company in any way whatsoever, or to make any promise, warranty, or representation with respect to any matter. Without limitation, no report, recommendation or other action of the Committee shall be considered as the action of the Company. No Committee Member shall have the authority to bind the Company.

5.3 Number and Committee Members. The Committee shall initially consist of three (3) members of the Company Megan Ring , Alec Solomita & Morton French III.

5.4 Election of Committee Members and Tenure. Subject to the forgoing provisions the Members shall elect the Committee Members, by written majority vote at the annual meeting of the Members. The term of each Committee Member ("Committee Member") shall be for one (1) year or until such Committee Member's successor is designated, whichever occurs later. Committee Members may serve more than one term, subject to the approval of the Members. Notwithstanding anything to the contrary contained herein, the Members shall have the right at any time to replace any member of

the Advisory Committee by written majority vote because a Committee Member is no longer a member of the Company, has been disqualified, resigned, died or rendered incapacitated. Such replacement Committee Member must be a Member of the Company.

5.5 Removal and Resignation.

(a) Removal. Committee Members serve at the pleasure of the Members, and may be removed by the Members at any time by written majority consent.

(b) Resignation. Any Committee Member may resign at any time. Such resignation shall be made in writing to all members and the Managing Member. Resignations shall take effect as of the date of acceptance of the letter of resignation by the Managing Member

5.6 Calling of Committee Meetings. Meetings of the Committee shall be held whenever called, in writing, by the Managing Member or by two or more of the Committee Members.

5.7 Place of Meetings. Meetings shall be held at the office of the Company in Rockville Centre, New York, or at such other place as the Committee Member(s) calling for such meeting reasonably may designate or as agreed to by the Committee Members, at such day and hour as may be reasonably designated by the Committee Member(s) who called the meeting.

5.8 Notice of Meeting. All notices of or requests for any meeting of the Committee, shall state the place, day and hour of any meeting, the topic or topics, the purpose or purposes for which the meeting is called, and any other business to be discussed at the meeting. The notice of the meeting of the Committee shall be given at least ten (10) days prior to the intended date of the meeting by electronic mail, facsimile or by delivery to all Committee Members and the Managing Member. Emergency meetings of the Committee may be convened at any time by agreement of all the Committee Members and the Managing Member. Notices shall be given by electronic mail or facsimile provided that such notice shall be directed to the correct electronic mail address or facsimile telephone number for each Committee Member and the Managing Member.

5.9 Waivers of Notice. Notice of a Committee meeting need not be given to any Committee Member who provides a written waiver of notice. Such waivers of notice shall be filed with the records of the meeting.

5.10 Meetings, Rules and Expenses. The Committee shall adopt rules and procedures that shall be consistent with the terms of this Agreement which shall govern the conduct of the Committee meetings and affairs. Members of the Committee may participate in a meeting by telephone conference permitting all participants in the meeting to hear and speak with one another. Members of the Committee shall receive no



compensation from the Company for services rendered in their capacity as members of the Committee, but shall be entitled to reimbursement from the Company for any reasonable expenses incurred in connection with such attendance.

(a) Standard of Care. The Advisory Committee members shall exercise their good faith business judgment in carrying out their functions under this Agreement. Notwithstanding anything in this Agreement or applicable law to the contrary, no Advisory Committee Member acting in its capacity as an Advisory Committee Member shall be regarded as serving in any fiduciary capacity with respect to the Company, and no such Advisory Committee Member shall be liable to the Company (by virtue of such member's membership on the Advisory Committee) or any other Person for actions taken in good faith. The Advisory Committee may, but shall not be obligated to, consult with the Company's legal counsel, accountants, or other professionals working for or with the Company in connection with the performance of the Advisory Committee's duties under this Agreement, and the fees and expenses of any such professional shall be borne by the Company.

(b) Minutes and Records. The Members shall cause the Committee to keep minutes of each meeting, which shall be submitted promptly to the Members. The minutes and other records of the Committee shall be held by the Company.

(c) Managing Member Attendance. The Managing Member of the Company of the Company may attend any Committee meeting but shall not vote at any such meeting. The Committee may also elect to meet in private without the Managing Member being present.

## **ARTICLE VI**

### **Meetings of Members**

6.1 Annual Meeting. The annual meeting of the Members shall be held on each third Tuesday in July or at such other time as shall be determined by the vote or written consent of the Members for the purpose of the transaction of any business as may come before such a meeting.

6.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by any Managing Member or any Member.

6.3 Place of Meetings. Meetings of the Members may be held at any place, within or outside the State of Florida, designated in any notice of such meeting. If no such designation is made, the place of any such meeting shall be the office of the Company in Rockville Centre, New York.

6.4 Notice of Meetings. Written notice stating (i) the place, day and hour of the meeting, (ii) that it is being issued by or at the direction of the person or persons calling the meeting, and (iii) the purpose or purposes for which the meeting is called,

shall be delivered to each Member for any meeting of Members no fewer than ten (10) nor more than sixty (60) days before the date of the meeting.

6.5 Record Date. For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members or any adjournment of such meeting, or Members entitled to receive payment of any Distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring a Distribution is adopted, as the case may be, shall be the record date for making such a determination. When a determination of Members entitled to vote at any meeting of Members has been made pursuant to this Section, the determination shall apply to any adjournment of the meeting.

6.6 Quorum. Members holding not less than a majority of all of the Membership Interests, represented in person, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any meeting of Members, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at such meeting. At an adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a meeting may continue to transact business until adjournment, notwithstanding the withdrawal during the meeting of Membership Interests whose absence results in less than a quorum being present.

6.7 Manner of Acting. If a quorum is present at any meeting, only the majority vote or written consent of the holders of all of the Membership Interests shall be the act of the Members.

6.8 Action by Members Without a Meeting.

(a) Whenever the Members of the Company are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by the Members who hold the voting interests having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote therein were present and voted and shall be delivered to the office of the Company, its principal place of business or a Managing Member, employee or agent of the Company. Delivery made to the office of the Company, principal place of business or a Managing Member, employee or agent shall be by hand or by certified or registered mail, return receipt requested.

(b) Every written consent shall bear the date of signature of each Member who signs the consent, and no written consent shall be effective to take the action referred to therein unless, within sixty (60) days of the earliest dated consent

delivered in the manner required by this Section to the Company, written consents signed by a sufficient number of Members to take the action are delivered to the office the Company, its principal place of business or a Managing Member, employee or agent of the Company having custody of the records of the Company. Delivery made to such office, principal place of business or a Managing Member, employee or agent shall be by hand or by certified or registered mail, return receipt requested.

(c) Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to each Member who has not consented in writing, but who would have been entitled to vote thereon had such action been taken at a meeting.

6.9 Waiver of Notice. Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person, whether before or after the meeting. The attendance of any Member at a meeting, in person, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her.

## **ARTICLE VII**

### **MEMBERSHIP RESTRICTIONS**

7.1 Members shall have the right to admit new members by consent of a majority of the membership interests. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

7.2 A member's interest in the limited liability company may not be sold or otherwise transferred except as permitted by the Relyea French, L.C. Amended Restrictive Membership Agreement and with the consent of a majority of the membership interests.

7.3 On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the members shall continue the business of this limited liability company. The company shall have perpetual existence.

## **ARTICLE VIII**

### **CAPITAL CONTRIBUTIONS**

8.1 Capital contributions shall be paid to the limited liability company by the fifteen (15) members proportionate to their membership interests in the company.

## **ARTICLE IX**

### **PROFITS, LOSSES & DISTRIBUTIONS**

9.1 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 proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

9.2 Distributions. Distributions of Available Cash shall be made to the Members at the time set forth in Section 8.2(b).

(a) Priority. Such distributions of Available Cash shall be made to the Members in the following amounts and order of priority:

(i) first, to the repayment of any loans or advances (including any accrued but unpaid interest thereon) made by any Member to the Company in full, or, if Available Cash is insufficient to pay the full amount due, proportionately in accordance with the respective outstanding principal balances, with such distribution being applied first to the payment of accrued but unpaid interest and then to the payment of principal;

(ii) then, the balance *pro rata* to each Member in proportion to its Percentage Interest in the Company.

(b) Amount and Timing of Distributions. All distributions of Available Cash and the timing thereof will be made at the discretion of Managing Member(s).

(c) Incorrect Distributions. To the extent distributions pursuant to this Section 9.2 were incorrectly made, as determined by the financial statements of the Company, the recipients shall promptly repay all incorrect payments and the Company shall have the right to set off any current or future sums owing to such recipients against any such incorrectly paid amount.

(d) Distributions in Kind. In the event any proceeds available for distribution consist of items other than cash (e.g., notes, mortgages, payments in kind), the Members shall be entitled to their pro rata shares of each such asset, in accordance with the aggregate amount of proceeds due them, respectively.

(e) Distributions in Liquidation. 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 X** **DURATION**

This limited liability company shall have perpetual duration, and shall continue in existence notwithstanding the death of a member, unless dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

**ARTICLE XI**  
**REGISTERED OFFICE AND REGISTERED AGENT**

11.1 The address of the registered office of the limited liability company is changed to 1300 NW 167th Street, Suite 3, Miami, FL 33169 and the name of the company's registered agent at that address is CHARLES O. MORGAN, JR.

11.2 The undersigned, being the managing member of the limited liability company, certifies that this instrument constitutes the "Second Amended and Restated Articles of Organization of RELYEA FRENCH, L.C."

THIRD: The aforesaid amendment to the Certificate of Organization of the company shall be effective as of the date of filing of this Certificate of Amendment with the office of the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned Peter F. Ring has executed this certificate as a member and managing member of the company and has caused the Seal of the company to be affixed thereto.

RELYEA FRENCH, L.C.

  
By: \_\_\_\_\_  
PETER F. RING  
Member/Managing Member

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