

*Seabird Publishing International, LLC*

December 18, 1998

Florida Department of State  
Registration Section  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, FL 32399

(850) 487-6051

800002718668--5  
-12/22/98--01034--001  
\*\*\*\*346.25 \*\*\*\*346.25

RE: Filing of Seabird Publishing International, LLC

To whom it may concern:

Please find attached the following documentation and our check in the amount of \$346.25 for processing of the LLC filing as referenced above:

1. ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY
2. AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS
3. CERTIFICATE OF DESIGNATION OF REGISTERED AGENT / REGISTERED OFFICE

FEES COVERED BY CHECK:

\$250.00	Filing Fee for Articles of Organization and Affidavit
\$ 35.00	Designation of Registered Agent
\$ 52.50	Certified Copy
\$ 8.75	Certificate of Status
<u>\$346.25</u>	Total

Please send documentation to:

Kenneth A. Cloutier  
57 Comares Ave., # C-4  
St. Augustine, FL 32084

(904) 631-0226 (daytime phone)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 MAR -4 PM 3:31

Name	12/29/98
Availability	Thank you.
Document Examiner	Sincerely, DCC
Updater	DCC
Updater Verifier	Kenneth A. Cloutier Seabird Publishing International, LLC
Acknowledgement	DCC
W. P. Verifier	DCC

L990000001233

11 pages  
1093 A1A Beach Blvd., Suite 165  
St. Augustine, FL 32084

Phone: (904) 631-0226  
E-Mail: Seabird01@aol.com

W98000029067

# *Seabird Publishing International, LLC*

---

25 February, 1999

MS DIANE CUSHING  
Corporate Specialist  
Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Subject: SEABIRD PUBLISHING INTERNATIONAL, LLC  
Ref. Number: W98000029067

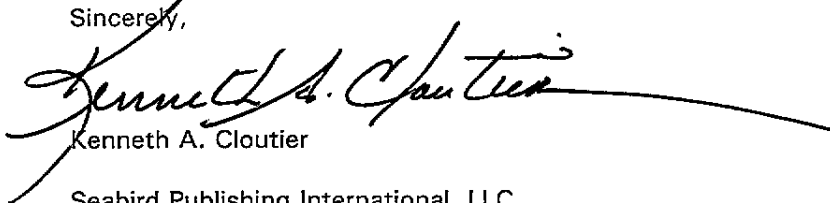
Dear MS Cushing:

Pursuant to our telephone conversation this afternoon and your letter number 298A00060808 dated December 29, 1998, please find attached our revised Articles of Organization for Florida Limited Liability Company. Please note ARTICLE VIII, Management, specifying the limited liability company will be managed by the members Kenneth A. Cloutier and Judith de Maleissye-Melun.

Please also note ARTICLE V reflecting ownership / the two members as referenced above equally share membership.

Thank you very much for assistance in this matter.

Sincerely,



Kenneth A. Cloutier

Seabird Publishing International, LLC



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

December 29, 1998

KENNETH A. CLOUTIER  
57 COMARES AVE., #C-4  
ST AUGUSTINE, FL 32084

SUBJECT: SEABIRD PUBLISHING INTERNATIONAL, LLC  
Ref. Number: W98000029067

We have received your document for SEABIRD PUBLISHING INTERNATIONAL, LLC and your check(s) totaling \$346.25. However, the enclosed document has not been filed and is being returned for the following correction(s):

If the limited liability company will be managed by a manager or managers, a statement to that effect is required as well as the names and street addresses of such managers who are to serve as managers; or if the management is reserved to the members, a statement to that effect is required as well as the names and street addresses of the managing members.

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) 487-6913.

Diane Cushing  
Corporate Specialist

Letter Number: 298A00060808

# ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

## SEABIRD PUBLISHING INTERNATIONAL, LLC

The undersigned, as owners of the Company, do hereby enter into this agreement effective the 18th of December, 1998, under the name of **SEABIRD PUBLISHING INTERNATIONAL, LLC**, hereinafter referred to as the "Company". All items contained herein refer to members in the plural, but shall be equally effective in the singular.

### ARTICLE I

#### Name

**SEABIRD PUBLISHING INTERNATIONAL, LLC**

### ARTICLE II

#### Office

The principal office of the Company is in the State of Florida and shall be located at 57 Comares Ave., St. Augustine, FL 32084; having a mailing address of 1093 A1A Beach Blvd., Suite 165, St. Augustine, FL 32084. The Company may have such other offices, either within or without the state of Florida, as the Members may designate or as the business of the Company may require. The registered agent of the Company is Kenneth A. Cloutier, 57 Comares Ave., St. Augustine, FL, 32084, U.S.A. The registered office of the Company may be, but need not be, identical with the principal office, and may be changed from time to time by the Members.

### ARTICLE III

#### Purpose

The sole purpose for which this Limited Liability Company is organized is to conduct any lawful business purpose.

### ARTICLE IV

#### Duration of the Company

The Company shall commence immediately, upon the signing of this Agreement, and shall continue in perpetuity thereafter unless terminated sooner by operation of law or by unanimous agreement between the Members.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 MAR -4 PM

## **ARTICLE V**

### **Capital Contributions**

The undersigned owners agree to share in all post formation capital contributions, profits, and surplus of the Company according to the percentage of their ownership. Each Member owns an undivided interest in the business and Company as follows:

Kenneth A. Cloutier                   - 50%  
Judith de Maleissye-Melun - 50%

## **ARTICLE VI**

### **Additional Capital Contributions**

The owners may contribute in proportionate amounts any additional capital deemed necessary for the operation of the Company, provided, however, that in the event any Member deems it advisable to refuse or fails to contribute his share of any or all of the additional capital, then the other Members or any one of them may contribute the additional capital not paid in by such refusing Member and shall receive therefore an increase in the proportionate share of the ownership or interest in the entire Company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing Member shall be available in the same order as the right to purchase in the case of withdrawal or death of a Member, as set forth in paragraphs XV and XVI.

## **ARTICLE VII**

### **Division of Profits and Losses**

Each of the Members shall own an interest in the Company as set forth in Paragraph IV, entitled "Capital Contributions", except as the same may hereafter change as provided in Paragraph V, entitled "Additional Capital Contributions". All profits of the Company shall be shared by each of said Members according to the percentage of interest each Member owns. A separate capital account shall be maintained for each Member. No Member shall make any withdrawals from capital without prior approval of the Company. If the capital account of the Member becomes impaired, his share of subsequent Company profits shall be first credited to his capital account until that account has been restored.

**ARTICLE VIII**  
**Management**

Company decisions and actions shall be decided by a majority in interest of the Members, at a meeting regularly called with notice to all Members. For purposes of determining a "majority in interest", a Member's interest will be his interest in profits and losses as set forth in Paragraph VI, and a majority will mean fifty-one percent (51%) or more. The limited liability company will be managed by the following members:

Kenneth A. Cloutier  
57 Comares Ave.  
St. Augustine, FL 32084

**AND**

Judith de Maleissye-Melun  
8188 Garfield Rd.  
Mentor, OH 44060

**ARTICLE IX**  
**Costs and Expenses**

Except as herein provided no Member shall be separately compensated on a salaried basis for service performed in carrying out the operation of the Company. No salaries or individual compensation shall be otherwise payable, without consent of the Company, for the normal management although the Company may from time to time employ one or more managers or other representatives at a designated salary.

**ARTICLE X**  
**Management Duties and Restrictions**

No Member shall, without the consent of the other Members endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the Company. Without the consent of the Company, no Member shall on behalf of the Company borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company. No Member shall, except with the consent of the other Members, mortgage, grant a security interest in its share in the Member or in the Company capital assets or property, or do any act detrimental to the best interest of the Company or which would make it impossible to carry on the ordinary purpose of the Company.

**ARTICLE XI**  
**Banking**

All funds of the Company shall be deposited in its name in such checking account or accounts as shall be designated by the managers. All withdrawals therefrom are to be made upon checks which must be signed by the manager or managers designated by the Members.

## **ARTICLE XII**

### **Books**

The Company books shall be maintained at the offices of Kenneth A. Cloutier, 57 Comares Ave., St. Augustine, FL 32084 and each owner shall have access thereto. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. Each of the parties to this agreement hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the Company, to be entered properly and completely into said book. The Company will furnish annual financial statements to the Members, and prepare tax returns in a timely manner, furnishing copies to all Members at least ten (10) days before they are filed by the Company.

## **ARTICLE XIII**

### **Insurance**

During the course of the term for which this Company is formed, the Company shall carry liability insurance in such amounts as are deemed appropriate by the Members.

## **ARTICLE XIV**

### **Voluntary Termination**

The Company may be dissolved at any time by agreement of a majority of its Members, in which event the Members shall proceed with reasonable promptness to liquidate the Company. The assets of the Company shall be distributed in the following order:

- A. To pay or provide for the payment of all Company liabilities to creditors other than Members, and liquidating expenses and obligations;
- B. To pay debts owing to Members other than for capital and profits;
- C. To pay debts owing to Members in respect to capital; and
- D. To pay debts owing to Members in respect to profits.

**ARTICLE XV**  
**Withdrawal of Member by Sale**

Any Member who shall be desirous of selling his share and interest in the Company shall give the right of first refusal to purchase said share and interest in the same price as being offered by a bona fide buyer:

To all Members other than the selling Member, each Member electing to purchase having the right to purchase that percentage of the share being sold obtained by dividing his respective percentage of the Company by the total percentage of all Members electing to purchase.

In addition, the selling Member must have the unanimous consent of remaining Members to sell his Membership interest.

**ARTICLE XVI**  
**Death of an Owner**

In the event of the death of Judith de Maleissye-Melun, then Kenneth A. Cloutier shall be entitled to two percent (2%) of her economic share and interest and her heir or heirs shall be entitled to succeed to her remaining economic share and interest representing forty-nine percent (49%) of the total interest in the limited liability company. In the event of the death of Kenneth A. Cloutier, then Judith de Maleissye-Melun shall be entitled to succeed to his economic share and interest. The Company may, upon unanimous consent of the remaining Members, as soon as practicable, provide a document by which the heir or heirs personally affirm and accept all the terms, conditions and provisions of the Company Agreement binding themselves to the same in writing, and select a designated representative of the deceased owner as a Member.

**ARTICLE XVII**  
**Distribution**

Prior to dissolution and at least annually as income has been received by the Company accounts determined and tax returns filed, the owners shall determine funds available for distribution. Upon liquidation, a reasonable reserve as mutually determined in amount shall be established to cover follow-on or subsequent complaint and warranty construction requirements if any. Liquidation of the Company need not be delayed provided that such amounts are properly escrowed and arrangement made for performance of such services as may be required in the interest of the Company. Escrows, reserves or liquidating accounts may be established as escrows or otherwise, which activity need not unduly delay the termination of the Company for all other purposes.

**ARTICLE XVIII**  
**Capital Accounts-Income and Credits of Member**

The Company is required to maintain for each Member a capital account which reflects the Member's separate distributive share, whether or not distributed, of each class or item of Company income, gain, loss, deduction, or credit described in the Internal Revenue Code sections 702 and 704. If it is determined that a Member's allocation of income, gain, loss, deduction, or credit does not have substantial economic effect then his distributive share of such income, gain, loss, deduction, or credit shall be determined in accordance with his interest in the entity.

**ARTICLE XIX**  
**Violation of this Agreement**

Any owner who shall violate any of the terms, conditions, and provisions of this agreement shall keep and save harmless the Company property and shall also indemnify the other then Owners from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any terms and conditions of this agreement.

**ARTICLE XX**  
**Counterparts**

This agreement may be executed and counterparts, all of which shall be deemed to be one and the same instrument, and it shall be sufficient each party to have executed at least one, but not necessarily the same, counterpart.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and first above written.

Signed:

  
Kenneth A. Cloutier

  
Judith de Maleissye-Melun

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 MAR - 9 PM 3:31

**ARTICLE XXI**  
**Affidavit of Membership and Contributions**

The undersigned member or authorized representative of a member of  
**SEABIRD PUBLISHING INTERNATIONAL, LLC** certifies:

- 1) The above named limited liability company has at least one member;
- 2) The total amount of cash contributed by the member(s) is  
\$ 1,000.00 ;
- 3) if any, the agreed value of property  
other than cash contributed by member(s)  
is (a description of the property is  
attached and made a part hereto.); and  
\$ None ;
- 4) the total amount of cash and property  
contributed and anticipated to be  
contributed by member(s) is  
\$ 1,000.00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 MAR 10 PM 3:31



Signature of a member or an authorized representative of a member.

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

KENNETH A. CLOUTIER  
\_\_\_\_\_  
Typed or printed name of signee

**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

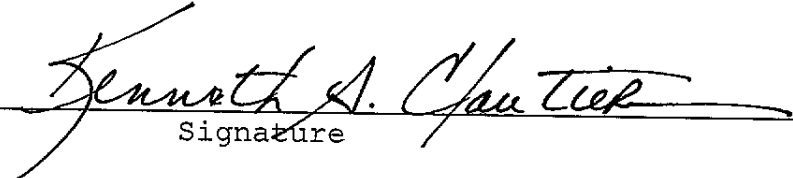
1. The name of the limited liability company is:

**SEABIRD PUBLISHING INTERNATIONAL, LLC**

2. The name and the Florida street address of the registered agent are:

Kenneth A. Cloutier	FILED SECRETARY OF STATE DIVISION OF CORPORATIONS 99 MAR -18 PM 3:31
NAME	
57 Comares Ave.,	
Florida street address (P. O. Box NOT ACCEPTABLE)	
St. Augustine, FL 32084	
City, State and Zip	

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.

  
\_\_\_\_\_  
Signature