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July 28, 2002

Registration Section
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

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To Whom It May Concern:

Enclosed you will find my Articles of Organization for my LLC, PSYCHO BEATZ ENTERTAINMENT LLC. Also included is a check for \$125.00 to cover the filing fee and fee for the designation of the registered agent. My telephone and mailing information is as follows:

Mailing Address
Gregory Dukes, Jr.
17241 N.W. 48th Avenue
Miami, FL 33055

Telephone
305-621-5240

I look forward to receiving your confirmation and appreciate your timely response.

Sincerely,

Gregory Dukes, Jr.
Gregory Dukes, Jr.

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**ARTICLES OF ORGANIZATION
(Pursuant to Florida Statute s. 608.407)**

OF

Psycho Beatz Entertainment, LLC

The undersigned for the purpose of organizing a Limited Liability Company (the "LLC") pursuant to the provisions of the General Limited-Liability Company Law of the State of Florida ("General LLC Law"), does make and file this Articles of Organization and does hereby certify as follows:

Article I.

The name of the LLC is **PSYCHO BEATZ ENTERTAINMENT, LLC**

Article II.

The mailing and street address of the principle office if the limited liability company is: 17241 N.W. 48th Avenue, Miami, Fl, 33055.

Article III.

The name of its registered agent is Gregory Dukes Jr. The office of the registered agent is located at 17241 N.W. 48th Avenue, Miami, Fl, 33055.

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 provision 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.



Gregory Dukes, Jr.

IV.

The Company shall be managed by its Members and is therefore a manager-managed company.

Article V.

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The Members of the Company are as follows:

- 1) Gregory Dukes, Jr., 17241 N.W. 48th Avenue, Miami, FL, 33055.
- 2) Reginald Saunder, 4120 S.W. 26th Street, Hollywood, FL, 33023

Article VI.

Other Matters

- A. The LLC shall, to the fullest extent legally permissible, indemnify (fully or, not possible, partially) each of its members against all liabilities (including expense) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding, civil or criminal (including investigations, audits, the activities of, or services upon special committees of the board) in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his acts or omissions as such manager, pursuant to a consent decree or otherwise, unless such compromise shall be approved as in the best interest of the LLC; provided, however, that such indemnification shall not cover liabilities in connection with any matter which shall be disposed of through a compromise payment by such member, pursuant to a consent decree or otherwise, unless such compromise shall be approved as in the best interest of the LLC, after notice that it involved such indemnification, (a) by a vote of the members in which no interested director participants, or b) by a vote or the written approval of the holders of a majority of the interest at the time having the right to vote for members, not counting as outstanding any interest owned by an interested member. Such indemnification may include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under these provisions. The rights of indemnification hereby provided should not be exclusive of or affect other rights to which any member may be entitled. As used in this paragraph, the term "member" includes their respective heirs, executors and administrators, and an "interested" member is one against whom as such the proceedings in question or another proceeding on the same or similar grounds is then pending.

Indemnification of employees and other agents of the LLC (including persons who serve as its request as employees or other agents of another organization in which it owns shares or of which it is a creditor) may be provided by the LLC to whatever extent shall be authorized by the members before or after the occurrence of any event as to or in consequence of which indemnification may be sought. Any indemnification to which a person is entitled under these provisions may be provided although the person to be indemnified is no longer a member, employee or agent of the LLC or of such other organization. It is the intent of these provisions to indemnify members to the fullest extent not specifically prohibited by law, including indemnification against claims

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brought derivatively, in the name of the LLC, and that such members need not exhaust any other remedies.

- B. Meetings of the members may be held within or without the State of Florida, as the Management Agreement may provide. Subject to the provisions of any law or regulation, the books of the LLC may be kept outside the State of Florida at such place or places as may be designated from time to time by the Members or in the Management Agreement of the LLC.
- C. The Members of the LLC are authorized and empowered from time to time in its discretion to make, alter, amend or repeal the Management Agreement of the LLC, except as such power may be restricted or limited by the General LLC Law.
- D. Whenever a compromise or arrangement is proposed between the LLC and its creditors or any class of them and/or between the LLC and its member, any court of equitable jurisdiction within the State of Florida may, on the application in a summary way of the LLC or of any creditor or member thereof, or on the application of any receiver or receivers appointed for the LLC under the provisions of the General LLC Law, or on the application of trustees in dissolution or of any receiver or receivers appointed for the LLC under the General LLC Law, order a meeting of the creditors or class of creditors, and/or of the members of the LLC, as the case may be, agree to any compromise or arrangement and to any reorganization of the LLC as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall be sanctioned by the court to which said application has been made, be binding on all creditors or class of creditors and/or on all the members of the LLC, as the case may be and also on the LLC.
- E. No member shall be personally liable to the LLC or its other members for monetary damages for any breach of fiduciary duty by such member as a member. Notwithstanding the foregoing sentence, a member shall be liable to the extent provided by applicable law for any breach of the member's Duty of Loyalty (as herein defined) to the LLC or its other members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the General LLC Law, or (iv) for any transaction from which the member's derived an improper personal benefit. For purposes of this provision, Duty of Loyalty means, and only means, the duty not to profit personally at the expense of the LLC and does not include conduct whether deemed violation of fiduciary duty or otherwise, which does not involve personal monetary profit.
- F. Subject to the limitations set forth herein, the LLC reserves the right to amend, alter, change or repeal any provision contained in this Articles of Organization, in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on members or managers are subject to this reserved power.
- G. Except as otherwise required by law, by the Articles of Organization or by the Management Agreement of the LLC, as from time to time amended, the business of the LLC shall be managed by its members, which shall have and may exercise all the powers

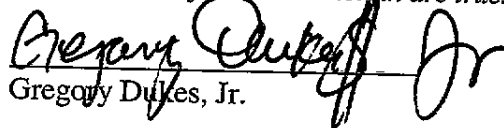
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of the LLC. The members of the LLC is hereby specifically authorized and empowered from time to time in its discretion to determine the extent, if any, to which and the time and place at which, and the conditions under which any member of the LLC may examine books and records of the LLC, other than the books and records now or hereafter required by statute to be kept open for inspection of members of the LLC.

- H. Any vote or votes authorizing liquidation of the LLC or proceeding for its dissolution may provide, subject to the rights of creditors and rights expressly provided for particular members, for the distribution pro rata among the members of the LLC of the assets of the LLC, wholly or in part in kind, whether such assets be in cash or other property, and may authorize the members of the LLC to determine the value of the different assets of the LLC for the purpose of such liquidation and may authorize the members of the LLC to divide such assets or any part thereof among the members of the LLC, in such manner that every manager will receive a proportionate amount in value (determined as aforesaid) of cash or property of the LLC upon such liquidation or dissolution even though each member may not receive a strictly proportionate part of each such asset
- J. Majority Approval to Enact Fundamental Corporate Charges: Notwithstanding any other provision of this Articles of Organization, the affirmative vote of the holders of at least 50 percent of the interest of the LLC entitled to vote shall be required to approve: (1) any sale, lease or exchange of all or substantially all of the property and assets of the LLC, including its goodwill and its franchises or (2) any action taken to dissolve the LLC; any merger or consolidation of the LLC with any other LLC, joint-stock or other association, trust or enterprise.

IN WITNESS WHEREOF, the Limited Liability Company has caused this Certificate to be executed by one of its members, GREGORY DUKES, JR., this 28th day of July, 2002.

(In accordance with section 608.403(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.


Gregory Dukes, Jr.

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