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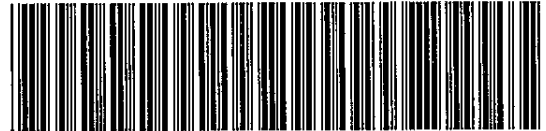
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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
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Ken Hazlett Hair Design

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- ☐ Art of Inc. File _____
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ARTICLES OF ORGANIZATION
FOR
KEN HAZLETT HAIR DESIGN, LLC
A FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I
NAME OF THE COMPANY

The name of the company shall be "Ken Hazlett Hair Design, LLC (the Company)". The Company may do business under that name and under any other name or names that the Managing Members select. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name certificate as required by law.

ARTICLE II
ADDRESS OF THE COMPANY

Principal Office Street Address. The Principal Office street address of the Company shall be located at 1020 South Federal Highway, Suite 106, Delray Beach, Florida 33483.


Principal Office Mailing Address. The Principal Office mailing address of the Company shall be located at 4923 NW 59th Court, Coconut Creek, Florida 33073.

ARTICLE III
REGISTERED AGENT AND REGISTERED OFFICE

The registered agent for the Company will be

Doak Campbell III, Esq.
70 SE 4th Avenue
Delray Beach, Florida 33483

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..

Signature 

ARTICLE IV
MEMBERS, MANAGERS AND MANAGING MEMBERS

4.1 *Members.* The name and present mailing address of each Member, the number of Units owned by each Member and the designation of each member are as follows:

Dated as of November 17, 2003

Managing Member	Ken Hazlett	80
Managing Member	Jane Montgomery	10
Managing Member	Haze Inc. 4923 NW 59 th Court Coconut Creek, Florida 33073	10

4.2 *Term of Managing Members.* No Managing Member shall have any contractual right to such position. Each Managing Member shall serve until the earliest of:

- (i) The Dissociation of such Managing Member;
- (ii) The Resignation of such Managing Member;
- (iii) The election and qualification of the Managing Member's successor by the Members.

4.3 *General Powers.* The Managing Members shall have full and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company as long as such actions taken by the member are not detrimental to the success of the Company.

4.4 *Action by Managing Members.* Wherever this Agreement allows or requires that any action be taken by the Managing Members, this action must be presented to all of the Managing Members and the majority consent of the Managing Members shall be required to act as long as the action is in the best interest of the Company.

4.5 *Limitation on Authority Managing Members.* The Managing Members shall not undertake any of the following without the approval of the Members:

- (i) admitting additional Members to the Company;
- (ii) issuing additional Units; or
- (iii) engaging in business in any jurisdiction which does not provide for
- (iv) registration of limited liability compa

4.6 *Removal of Managing Members.* The Members may immediately remove a Managing Member for cause by an affirmative vote to remove for cause of a majority consensus of Members. For cause means the occurrence of any of the following conditions:

- (i) the Managing Member commits a felonious criminal act;
- (ii) the Managing Member's continuous and uninterrupted inability for a period of six months or more to perform the duties required under this Agreement by reason other than accident, illness or disease;
- (iii) the Managing Member takes an action with reckless disregard for the best interest of the Company; or
- (vi) the Managing Member commits an intentional breach of this Agreement.

4.7 *Miscellaneous Obligations.*

(a) It shall be the duty of each Member to act at all times consistently with and in compliance with all and each of the provisions of this Agreement and with all policies, rules and decisions of the Company adopted in accordance with any of the provisions of this Agreement.

(b) Each Member shall devote his or her best efforts to servicing the Company and its clients.

4.8 *Personal Services.*

(a) *Required Services.* No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Managing Members, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company.

(b) *Compensation.* The Members and Managing Members shall be entitled to reasonable compensation for services performed for the Company. In addition, he or she shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company. Compensation of the Members and Managing Members shall be set by the Members.

ARTICLE V CAPITAL

5.1 *Initial Capital Contributions.* Within a reasonable time following the execution of this Agreement, the Members shall contribute to the Company (or cause to have contributed on their behalf) their respective initial capital contributions in Ken Hazlett Hair Design, LLC, in the following amounts:

Jane Montgomery	\$25,000.00 (already contributed prior to execution of this agreement)
Haze Inc.	\$25,000.00
Ken Hazlett	\$200,000.00 (to be contributed in services rendered)

5.2 *Additional Capital Contributions.* No Member shall be required to contribute any additional capital to the Company. A member shall receive one additional unit of Company ownership for each additional \$2500 in capital that is contributed to the Company. This one additional unit will come from the majority unit holder's share of units. The majority unit holder will have the option to purchase back units from other members under the following conditions:

- Cost per unit will be \$5000
- Majority unit holder will have three years from the execution of this Agreement to purchase back the units, after which it will be the sole discretion of the other members to determine if the units are to be sold
- Majority unit holder can only purchase back those number of units that exceed the initial offering as outlined in Article IV unless otherwise determined as outlined in Article VII.

5.3 *Capital Contributions.* Interest Holders shall not be paid interest on their Capital Contributions.

5.4 *Return of Capital Contributions.* Each Interest Holder shall not have the right to receive the return of any Capital Contribution.

5.5 *Units.* Ownership rights in the Company will be reflected in Units. Each Unit has equal governance rights with every other Unit and, in matters subject to a vote of the Members, each Unit carries with it the right to one vote. Each Unit has equal rights with every other Unit with respect to sharing of Profits and Losses and with respect to distributions. The Members will determine when and for what consideration the Company will issue Units, and, subject to any limitations imposed by this Agreement, the Members will determine how many Units may be issued. For each Member, the records of the Company will state the value and nature of the contribution received by the Company and the number of Units received in return by the Member.

5.6 *Loans.* Any Member may loan funds to the Company in such amounts and on such terms as such Member and the Company may agree. In no event, however, will a Member be permitted to loan funds to the Company on terms less favorable to the Company than those that could be obtained from an unrelated creditor.

5.7 *Personal Liability.* No Member shall have personal liability for any obligation of the Company unless the Member has expressly agreed with the creditor to be liable for such obligation.

ARTICLE VI PROFIT, LOSS AND DISTRIBUTIONS

6.1 *Allocations of Profit or Loss.* After giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss shall be allocated to the Interest Holders in proportion to their Units.

6.2 *Distributions of Cash Flow.* Cash Flow for each taxable year of the Company shall be distributed to the Interest Holders at such time and in such amounts as are determined by the

Managing Members. Distributions will be made to the Interest Holders in proportion to their Units.

6.3 *Liquidation and Dissolution.*

(a) If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Capital Accounts, after taking into account the allocations of Profit or Loss pursuant to Section 6.1, if any, and distributions, if any, of cash or property, if any, pursuant to Section 6.2.

(b) No Interest Holder shall be obligated to restore a Negative Capital Account.

6.4 *General.*

(a) *Timing of Distributions.* Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Managing Members.

(b) *Distributions in Kind.* If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Managing Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Managing Members. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.1 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

(c) *Timing of Allocations.* All Profit and Loss shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year provided however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to any extraordinary non-recurring items of the Company.

ARTICLE VII

TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS

7.1 *Transfers.*

(a) *General Restriction.* No Person may make any transfer, either a Voluntary Transfer, Involuntary Transfer, or otherwise, of all or any portion of or any interest or rights in the Person's Membership Rights or Membership Interest unless the following conditions are satisfied:

- (i) The transfer will not require registration of Membership Interests or Membership Rights under any federal or state securities laws;
- (ii) The transferee agrees to be bound by the terms of Section VI of this Agreement;
- (iii) the transfer will not result in the termination of the Company; and
- (iv) the transferor complies with the right of first refusal provisions set forth in Section 6.1(d).

(b) *Permitted Transfer.* If the conditions of transfer are satisfied then a Member or Interest Holder may assign, transfer, pledge or otherwise encumber all or any portion of that Person's Membership Interest. Without receiving the consent of the other Members, the transfer of a Membership Interest shall not result in the transfer of any of the transferor's other Membership Rights, if any, and the transferee of the Membership Interest shall have no right to: (i) become a Member; (ii) exercise any Membership Rights other than those specifically pertaining to the ownership of a Membership Interest; or (iii) act as an agent of the Company.

(c) *Consent to Restriction.* Each Member hereby acknowledges the reasonableness of the prohibition contained in this Section 6.1 in view of the purposes of the Company and the relationship of the Members. The transfer of any Membership Rights or Membership Interests in violation of the prohibition contained in this Section 6.1 shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Rights are attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Rights.

(d) *Right of First Refusal.*

- (i) If an Interest Holder (a "Transferor") attempts to transfer all or any portion of, or any interest or rights in, a Membership Interest either to a bona fide third party purchaser or pursuant to an Involuntary Transfer, the Transferor shall so notify the other Members (the "Transfer Notice"). The Transfer Notice shall describe the terms upon which the Membership Interest is to be transferred. The other Members shall have the option to purchase the Membership Interest to be transferred on the terms proposed by a bona fide third party purchaser. With respect to an Involuntary Transfer, the other Members shall have the option to purchase all of the Membership Interest that is subject to the Involuntary Transfer for a price equal to the fair market value of the Membership Interest as determined by an independent appraiser, calculated without a discount for lack of marketability and without a premium for control. The value so determined is typically referred to as a "marketable minority interest."

- (ii) The option shall be and remain irrevocable for a period ending at 11:59 P.M. local time on the thirtieth (30th) Day following the date the Transfer Notice is given to the Members.
- (iii) At any time during the option period, the other Members may elect to exercise the option by giving written notice of their election to the Transferor.
- (iv) If the other Members choose to exercise the option, the notice of such election shall fix a closing date for the purchase, which shall not be earlier than five (5) days after the date of the notice of election or more than thirty (30) days after the expiration of the option period.
- (v) If the other Members choose to exercise the option, the purchase price shall be paid, at the other Members' election, in cash at closing or in up to twelve (12) equal monthly installments with interest at the applicable federal rate in effect as of the date of closing. In the latter case, payment will be secured by the Membership Interest purchased.
- (vi) If the other Members do not exercise the option, the Transferor shall be permitted to offer and sell for a period of ninety (90) days after the expiration of the option period at a price not less than the Purchase Price. If the Transferor does not Transfer the Membership Interest within such period, the Transferor's right to Transfer the Membership Interest pursuant to this Section shall terminate.

7.2 *Voluntary Withdrawal.* No Member shall have the right or power to Voluntarily Withdraw from the Company.

7.3 *Involuntary Withdrawal.* Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the withdrawn Member shall thereupon become an Interest Holder but shall not become a Member. The interest held will be subject to the provisions of Section 6.1.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY

8.1 *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

- (a) upon the written consent of a majority consensus of Members;
- (b) upon the occurrence of an Involuntary Withdrawal, unless the remaining Members, within ninety (90) days after the occurrence of the Involuntary Withdrawal, unanimously elect to continue the business of the

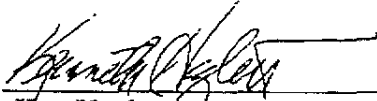
- Company pursuant to the terms of this Agreement;
(c) the sale of all or substantially all of the assets of the Company; or

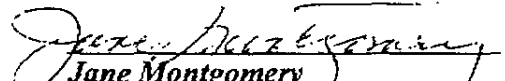
8.2 *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the Managing Members shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with Article 4 of this Agreement

8.3 *Filing of Certificate of Dissolution.* If the Company is dissolved, the Managing Members shall promptly file a Certificate of Dissolution with the Secretary. If there are no remaining Managing Members, the Certificate shall be filed by any Member. If there are no remaining Members, the Certificate shall be filed by the last Person to be a Member; if there is neither a Members nor a Person who last was a Member, the Certificate shall be filed by the legal or personal representatives of the Person who last was a Member.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

MEMBERS:


Ken Hazlett


Jane Montgomery

Haze Inc.

By: 
Thomas Hazlett, President