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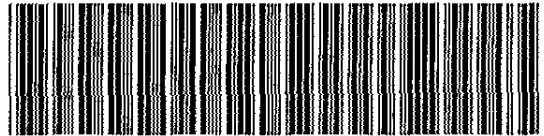
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CORPORATION SERVICE COMPANY"

ACCOUNT NO. : 072100000032

REFERENCE : 389326 81372A

AUTHORIZATION :

COST LIMIT : \$ 155.00

Patricia Piquet

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ORDER DATE : January 9, 2004

ORDER TIME : 3:24 PM

ORDER NO. : 389326-005

CUSTOMER NO: 81372A

CUSTOMER: Mr. Nicholas E. Christin
Wicker Smith O'hara Mccoy
Graham & Ford, P.a.
Floor 5th
2900 S.w. 28th Terrace
Miami, FL 33133

DOMESTIC FILING

NAME: HEMINGWAY COPYRIGHTS, L.L.C.

EFFECTIVE DATE:

ARTICLES OF INCORPORATION
CERTIFICATE OF LIMITED PARTNERSHIP
XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight - EXT. 2956

EXAMINER'S INITIALS: _____

ARTICLES OF ORGANIZATION
OF
HEMINGWAY COPYRIGHTS, L.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, MAILING ADDRESS AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be HEMINGWAY COPYRIGHTS, L.L.C., and its mailing address and street address of the principal office shall be at located 3558 Royal Palm Avenue, City of Coconut Grove, County of Miami-Dade, State of Florida, 33133, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate. The mailing address shall be the same.

ARTICLE II

The address of the initial registered office of the limited liability company is 3558 Royal Palm Avenue, City of Coconut Grove, County of Miami-Dade, State of Florida, 33133, and the name of the company's initial registered agent at that address is Ida Hemingway.

ARTICLE III

PURPOSES AND POWERS

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:

(1) To engage and conduct business for profit in the State of Florida including, but not limited to, copyrights voting related activities, distribution, voting and rights to Hemingway Foreign Rights Trust.

(2) 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.

(3) 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, or

corporation carrying on any kind of business of a similar 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.

(4) 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.

(5) 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.

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.

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 IV

EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of the Operating Agreement and the business and affairs of this limited liability company shall be managed under the direction of the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE V

MANAGEMENT

The limited liability company shall be managed by the Managers. The LLC is a Manager-Managed Company. The name and address of the initial Managing Directors are Ida Hemingway, 3558 Royal Palm Avenue, Coconut Grove, FL 33133, Vanessa Hemingway, 111 Esmeralda Drive, Santa Cruz, CA 95060, and Patrick Hemingway, 1529 West 4th Street, Apt. #3, Vancouver, British Columbia, CANADA, V6J1L6, who shall serve until successor managers are elected.

ARTICLE VI

ADMISSION OF ADDITIONAL MEMBERS

Members shall have the right to admit new members by unanimous written consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except with the unanimous written consent of Ida Hemingway and Sean Hemingway.

ARTICLE VII

REMOVAL, RESIGNATION AND WITHDRAWAL OF MEMBERS

It is hereto agreed that a member shall be entitled to withdraw from the limited liability company for any reason, so long as the withdrawing member either transfers his interest to the limited liability company or transfers his interest to a third party only with the unanimous consent of all remaining members.

In the event of the withdrawal of any member from the limited liability company, the members hereto agree that the withdrawing member shall retain no right to dissolve the limited liability company or to sell the limited liability company assets. It is further agreed that all remaining members shall be entitled to continue the limited liability company and shall not owe any duty to transfer the limited liability company's assets to the withdrawing member.

A majority of the members may remove another member, without having to possess, state or approve cause, by a unanimous vote of the members holding voting power of all membership interests, excluding any voting power held by a member whose removal is sought. The unanimous vote must be taken at a properly scheduled meeting of all of the members.

A member may resign by providing written notice to all of the members using the means of notice stated in the company's operating agreement for giving notice to the members. If the operating agreement does not specify a means of giving notice, the member must give notice by a means sufficient under the laws of the State of Florida for service of process. The resignation of a member shall take effect thirty (30) days after the date that the member gave notice to all members, or at a later date stated in the notice of resignation.

ARTICLE VIII

MEMBERS' RIGHTS TO CONTINUE BUSINESS

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 remaining members shall have the right to admit additional members and to continue the business on unanimous consent of the remaining members.

ARTICLE IX

DURATION

This limited liability company shall exist until dissolved in a manner provided by law.

To avoid dissolution under this section, the limited liability company must have at least two (2) remaining members. If a disassociation leaves the limited liability company with only one (1) remaining member, that member may admit an additional member in order to continue the limited liability company within a reasonable time as proscribed by the laws of the state of Florida.

ARTICLE X

RELATIONSHIP OF ARTICLES OF ORGANIZATION TO OPERATING AGREEMENT

If a provision of these Articles of Organization differs from a provision of the limited liability company's Operating Agreement then, to the extent allowed by law, the Operating Agreement will govern.

ARTICLE XI

INSURANCE

The limited liability company may purchase and maintain insurance on behalf of a member in that member's official capacity and any liability asserted against and incurred by the member in or arising from that capacity, whether or not the limited liability company would have been required to indemnify the member against the liability.

ARTICLE XIII

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The name of the limited liability company is HEMINGWAY COPYRIGHTS, L.L.C.

The address of the initial registered office of the limited liability company is 3558 Royal Palm Avenue, City of Coconut Grove, County of Miami-Dade, State of Florida, 33133, and the name of the company's initial registered agent at that address is Ida Hemingway.

The undersigned, being an original member of the limited liability company, certifies that this instrument constitutes the proposed Articles of Organization of HEMINGWAY COPYRIGHTS, L.L.C.

Having been named as registered agent 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 am familiar with and accept the obligations of my position as Registered Agent.

Executed by the undersigned at Miami-Dade County, Florida on Dec. 16th, 2003.

IDA Hemingway (SEAL)
IDA HEMINGWAY REGISTERED AGENT

_____(SEAL)
VANESSA HEMINGWAY

_____(SEAL)
PATRICK HEMINGWAY

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS:

BEFORE ME, the undersigned authority, personally appeared IDA HEMINGWAY, to me well known to be the person described in and who executed and subscribed to the foregoing Articles of Organization, and she acknowledged before me that she executed and subscribed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, in said County and State, this 16th day of December, 2003.



Lisa R Dasher
Notary Public

My Commission Expires:

STATE OF CALIFORNIA)
COUNTY OF _____) SS:

BEFORE ME, the undersigned authority, personally appeared VANESSA HEMINGWAY, to me well known to be the person described in and who executed and subscribed to the foregoing Articles of Organization, and she acknowledged before me that she executed and subscribed the same for the purposes therein expressed.