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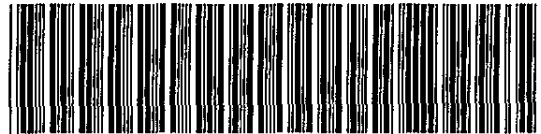
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TALLAHASSEE, FLORIDA

M. HODGES

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Revere Entertainment Studios, LLC
(Name of Limited Liability Company)

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

Please return all correspondence concerning this matter to the following:

Nicole Weaver, Esq.

(Name of Person)

Law Office of Nicole Weaver

(Firm/Company)

PO Box 533713

(Address)

Orlando, FL 32853

(City/State and Zip Code)

For further information concerning this matter, please call:

Nicole Weaver, Esq.

(Name of Person)

at (407) 263-3006

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> \$125.00 Filing Fee | <input type="checkbox"/> \$130.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$155.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$160.00 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

**ARTICLES OF ORGANIZATION OF
Revere Entertainment Studios, LLC**

ARTICLE I - NAME

1.1 The name of this entity is Revere Entertainment Studios, LLC.

1.2 The street address of the principal office of the Revere Entertainment Studios, LLC is 1008 Dishman Loop, Oviedo, FL, 32765, and the mailing address is the same.

ARTICLE II - DURATION

2.1 This Limited Liability Company shall have perpetual existence, unless earlier terminated as provided in Section 608.441(1), Florida Statutes.

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TALLAHASSEE FLORIDA

ARTICLE III - PURPOSE

3.1 This Limited Liability Company is organized under Chapter 608, Florida Statutes, for the purpose of transacting any and all lawful business.

ARTICLE IV - MANAGEMENT

4.1 This Limited Liability Company is to be managed by a manager, and the names and street addresses of the persons who are to serve as the initial managers are:

MANAGEING MEMBERS NAMES:

ADDRESS:

Greg Hill

1008 Dishman Loop, Oviedo, FL 32765

Bryan Sommer
Tom Thorspecken
Walt Griggs

6226 Crescent Moon Court, Windermere, FL 34786
5543 Bayside Drive, Orlando, FL 32819
836 Royalwood Lane, Oviedo, FL 32765

4.2 The total amount of cash anticipated to be contributed by the Members is \$2,000.00, the agreed value of property other than cash, if any, is \$4,000,000.00, and a description of such property is the following: theme park business venture intellectual property including copyrights, trademarks, artwork, designs, collateral material and business services. The total amount of cash contributed and anticipated to be contributed and property contributed Members \$4,002,000.00. Board of Directors will determine according to bylaws and/or Operational Agreement if additional contribution of services, property or cash by Members are necessary. There shall be 100,000 Membership Units in this limited liability company initially distributed. Additional Membership Units and Unit Classes may be determined in accordance with the Operating Agreement.

4.3 Division of Profits and Losses: The net profits and losses of Revere Entertainment Studios, LLC will be divided or charged to the members in the following proportions:

Member:	Percent:
Greg Hill	25%
Bryan Sommer	25%
Tom Thorspecken	25%
Walt Griggs	25%

Percentage of division of profits and losses may be altered in accordance with Operating Agreement. If any change is made in

accordance with the Operating Agreement to the percentage of division of profits and losses every Member must be notified in writing of said change.

4.4 The Operating Agreement may establish one or more classes or groups of one or more Members having the relative rights, powers and duties, including voting rights, as set forth in the Operating Agreement. The rights, powers or duties of a class or group of Members may be senior to those of one or more existing class or groups of Members. Initially Members shall all be of the same class.

4.5 Except as expressly provided in the Operating Agreement, no Member shall by reason of holding a Membership interest in the Limited Liability Company have a preemptive, preferential or other right to acquire any additional or greater Membership interest in the company or any right to subscribe to or acquire any additional or greater Membership interest in the company (or any security of the company convertible into or carrying such a right).

ARTICLE V - INITIAL REGISTERED OFFICE

5.1 The street address of the initial registered office of the Limited Liability Company is 1008 Dishman Loop, Oviedo, FL, 32765.

ARTICLE VI - OWNERSHIP INTEREST / TRANSFERABILITY

6.1 Each Member's status as a Member of the Limited Liability Company shall be evidenced by a certificate executed by all Members of the Board or all Managing Members of the Company. The Limited

Liability Company shall maintain a register of its Members and the address at which each desires notices and reports to be mailed.

6.2 No Member's interest in the Limited Liability Company may be transferred except in strict compliance with this Paragraph, the laws of the state of Florida and the Operating Agreement. To accomplish a transfer, a Member shall give written notice of his request for a transfer together with a Transfer Request Fee of \$25.00 payable to the Limited Liability Company. The request for transfer shall designate the identity of the proposed transferee, his official address, and Social Security or other applicable federal identifiable number.

ARTICLE VII - LIMITED LIABILITY

7.1 Except as and to the extent the Operating Agreement specifically provides otherwise, a Managing-Member, a Member, or agent of the Members, shall not be liable for the debts, obligations or liabilities of the Limited Liability Company including under a judgment, decree or order of a court. Any repeal or modification of this Article or the Operating Agreement shall be prospective only, and shall not adversely affect any limitation of the personal liability of a Member or agent of the Members of the Limited Liability Company at the time of the repeal or modification.

ARTICLE VIII - DEATH/RESIGNATION, EXPULSION, BANKRUPTCY, DISSOLUTION OF A Member, OR OTHER ACT TERMINATING A Member

8.1 Death, Resignation, Etc. of a Member. If a Member dies, resigns, becomes bankrupt, dissolves, or if the existence of a Member

that is a corporation or other legal entity terminates (the "Incapacitated Member"), or other act of dissolution occurs under Section 608.441(1), Florida Statutes, the Company shall not be dissolved unless within six (6) months after the event a majority in interest of the remaining Members vote to dissolve. If the business of the Company is continued, successor-in-interest shall continue as an Assignee or substitute Member, under the terms set forth in the Operating Agreement. If the Incapacitated Member's successor-in-interest chooses to continue as an Assignee or substitute Member, then the successor-in-interest shall be liable for the Incapacitated Member's obligations arising under this Agreement and the Act. The rights of the Incapacitated Member or his successors-in-interest shall be as set forth in the Operating Agreement of the Limited Liability Company. However, should the successor-in-interest decide to sell and/or transfer his/her interest the remaining Managing Members of Revere Entertainment Studios, LLC shall have the right of first refusal to purchase the interest the successor-in-interest is attempting to sell and/or transfer by the terms set forth in the Operation Agreement.

ARTICLE IX - CONFLICTS

9.1 Any contract or other transaction between the Limited Liability Company and one or more of its Members (if there is more than one member) or employees in which the Member or employee is interested, directly or indirectly, or between the Limited Liability Company and any corporation or association of which one or more of its

Members or employees have an interest, directly or indirectly shall be valid for all purposes notwithstanding the presence of the Member at the meeting of the Members or Managers that acts upon, or in reference to the contract or transaction; provided, the interested party does not vote or participate in the action (again provided there is more than one member with valid interest in the LLC at the time of decision); that the interested party discloses his interest before action is taken, and the contract or transaction is fair and reasonable as to the Limited Liability Company at the time it is authorized by the Members and/or Managers. This Section is intended to expand the ability of the Limited Liability Company to conduct business with interested parties, and shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it.

ARTICLE X - INITIAL REGISTERED AGENT

10.1 The name of the initial registered agent of this Limited Liability Company is Walt Griggs, who has signed a Certificate of Acceptance attached to these Articles of Organization to indicate his acceptance, which Certificate is incorporated herein by reference. The street address of the initial registered office where the registered agent is located is 1008 Dishman Loop, Oviedo, FL, 32765.

ARTICLE XI - AMENDMENT OF ARTICLES

11.1 The Limited Liability Company reserves the right to amend the Articles in any manner now or hereafter permitted by the law, or as provided by the Limited Liability Company's Operating Agreement.

The undersigned affirms under penalties of perjury that the foregoing facts set forth in these Articles are true.

IN WITNESS WHEREOF, the undersigned Members have executed these Articles of Organization this 19 day of January, 2006.



Walt Griggs

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of January, 2006, by Walt Griggs. Such person: (notary must check applicable box)

☒ is personally known to me.
☐ produced a current Florida Driver's License as identification.
☐ produced _____ as identification.
☐ sworn to or affirmed and subscribed before the undersigned notary.

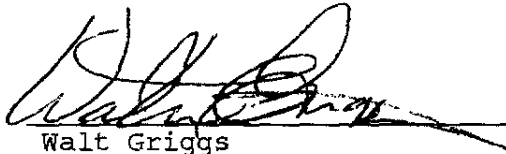
JANELLE STAFFORD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD484477
EXPIRES 10/23/2009
BONDED THRU 1-888-NOTARY1


Notary Public
State of Florida, at Large
My commission expires:

CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated Limited Liability Company at the place designated in this certificate, I hereby accept the appointment to act in this capacity, and agree to comply with the provisions of Sections 608.415 and 608.416, Florida Statutes, relative to keeping open said office. I am familiar with and accept the obligations of registered agent for Revere Entertainment Studios, LLC.

DATED this 19 day of January, 2006.

A handwritten signature in black ink, appearing to read 'Walt Griggs', is written over a horizontal line.

Walt Griggs
1008 Dishman Loop
Oviedo, FL 32765
(Registered Agent)