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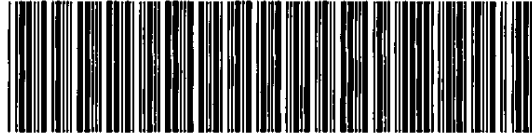
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**ARTICLES OF ORGANIZATION OF  
L'ATELIER FINE ARTS STUDIO, LLC.**

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, Florida Statute 608-Florida Limited Liability Company Act, providing for the information, 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 1  
NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be **L'ATELIER FINE ARTS STUDIO, LLC** and its principal office and mailing address shall be located at 862 TULIP WESTON, FL 33327, County of Broward, State of Florida, but it shall have the and authority to establish branch office at any other places as the members may designate.

**ARTICLE 2  
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:

- 2.1. To engage in any activity or business authorized under the Florida Statutes.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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 government authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel or rescind any of such contracts.

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- 2.5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.
- 2.6. To do everything necessary, proper, advisable, or convenient or the accomplishment of any of the purposes, of 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 other incidental or pertaining to, or going out of, or connected with its business or powers, provides the same shall not be inconsistent with the laws of the Sate 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 3  
EXERCISE OF POWERS**

All limited liability company powers shall be exercised by or under the authority of, 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 4  
MANAGEMENT**

This company shall be managed by managers and therefore is a manager-managed company. The initial managers of the company shall be one (1), to hold office until their successors have been duly elected and qualified, or until their earlier resignation, removal

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from office or death. The managers are to act within the limits and capacity determined in the Operating Agreement. Their names and addresses follow:

Names and addresses:

**ELSA DE LA CRUZ**

**862 TULIP CIRCLE  
WESTON, FL 33327**

### **ARTICLE 5 MEMBERSHIP RESTRICTIONS**

Members shall have the right to admit new members by the consent of a majority of membership representing no less than 75%. 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.

**5.1. Sale or Encumbrance Prohibited.** Except as otherwise permitted in the Operating Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior and unanimous written consent of all members.

**5.2. Right of First Refusal.** Notwithstanding Section 5.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

5.2.1. The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer"). Such price will be determined by the principles established in the Operating Agreement.

5.2.2. For a period of 30 days after receipt of the Notice, all Members will acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the Members cannot unanimously agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of the Members.

5.2.3. Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will be no more than 60 days after expiration of the 30-day notice period.

**5.3. Incompetence or Bankruptcy of Member.** On the adjudicated incompetence, or bankruptcy of a Member, the rest of the members will acquire the interest of the incompetent or Bankrupt Member as determined in 5.2.2.

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5.4. **Death Buy Out.** Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the remaining Members by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, will purchase, acquire, and redeem the Interest of the deceased Member in the Company as determined in 5.2.2.

**ARTICLE 6  
CAPITAL CONTRIBUTIONS**

Capital contributions in the amount of \$1,000.00 cash shall be paid to the limited liability company by the two members in the following amounts and equal proportion: GUILLERMO P. GONZALEZ \$500, ELSA DE LA CRUZ \$500. Additional contributions will be made as required for investment purposes.

**ARTICLE 7  
PROFITS AND LOSSES**

- (a) Profit sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company as determined in the Operating Agreement. Each member shall be entitled to an equal distributive share on profits. The distributive share of the profit shall be determined and paid to the members each year on the anniversary date of the commencement date being the date of the filing of these Articles unless otherwise decided by the majority of Members.
- (b) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, by the members in equal shares or any other mean determined by the majority of Members.

**ARTICLE 8  
DURATION**

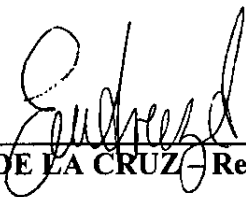
This limited liability company shall exist perpetually until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

**ARTICLE 9  
INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The office and mailing address of the initial registered office of the limited liability company is 862 TULIP CIRCLE, WESTON, FL 33327, County of Broward, and the name of the company's initial registered agent at that address is **ELSA DE LA CRUZ**.

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The undersigned, being the original members of the Limited Liability Company, certify that this instrument constituted the proposed Articles of Organization of **L'ATELIER FINE ARTS STUDIO, LLC**. Executed by the undersigned at 862 TULIP CIRCLE WESTON, FL 33327.



\_\_\_\_\_  
ELSA DE LA CRUZ Registered Agent

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**Statement Designating Registered Agent and Office**

State of Florida ]

County of Broward ]

Pursuant to the provisions to Sections 605.415 and 615.407 (1)(d) of the Florida Limited liability Company Act, the limited Liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida:

The name of the Limited Liability Company is **L'ATELIER FINE ARTS STUDIO, LLC.**

The name of the registered agent for **L'ATELIER FINE ARTS STUDIO, LLC** is **ELSA DE LA CRUZ**, and the street and address of the company's principal office where the agent is located is **862 TULIP CIRCLE WESTON, FL 33327.**

This statement is to acknowledge that, as indicate above, **L'ATELIER FINE ARTS STUDIO, LLC** has appointed me, **ELSA DE LA CRUZ**, as its registered agent to accept service of process for the company at the place designated above in this certificate. I accept this 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 this position as registered agent.

Date: 08/11/07



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**ELSA DE LA CRUZ - Registered Agent**

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The foregoing instrument was acknowledged before me this 8/11/07 by **ELSA DE LA CRUZ**, agent on behalf of **L'ATELIER FINE ARTS STUDIO, LLC**, a limited liability company. She is personally known to me or as produced Driver's License [type of identification] as identification.

\_\_\_\_\_  
Signature of Notary

