

L08000041045

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Have Dot Entertainment, 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:

Jameel Patrick Diaz

(Name of Person)

Have Dot Entertainment, LLC

(Firm/Company)

PO Box 471285

(Address)

Lake Monroe, FL 32747

(City/State and Zip Code)

For further information concerning this matter, please call:

Jameel Patrick Diaz

(Name of Person)

at (**407**) **221-5167**

(Area Code & Daytime Telephone Number)

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TALLAHASSEE, FLORIDA

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Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee ☒ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$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 FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Have Dot Entertainment, LLC

(Must end with the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

1808 Montecito Ave

Deltona, FL 32738

Mailing Address:

PO Box 471285

Lake Monroe, FL 32747

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Jameel Patrick Diaz

Name

1808 Montecito Ave

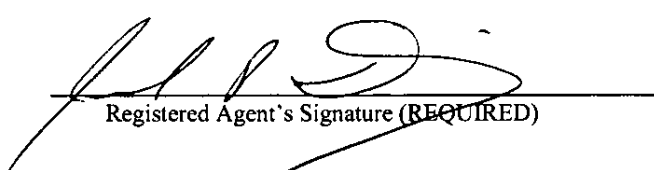
Florida street address (P.O. Box **NOT** acceptable)

Deltona, FL 32738

FL

City, State, and Zip

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.


Registered Agent's Signature (REQUIRED)

(CONTINUED)

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TALLAHASSEE, FLORIDA

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:

"MGR" = Manager

"MGRM" = Managing Member

Name and Address:

Jameel Patrick Diaz MGR

1808 Montecito Ave

Deltona, FL 32738

Richard Stabile Jr. MGR

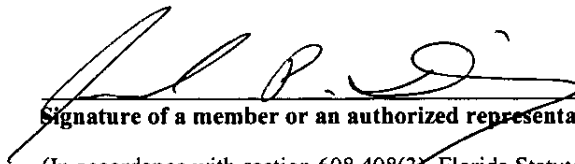
714 Jamestown Blvd #1275

Altamonte Springs, FL 32714

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Jameel P. Diaz

Typed or printed name of signee

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

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TALLAHASSEE, FLORIDA

This partnership agreement is entered into on January 1, 2008 between the following persons:

Jameel P. Diaz
1808 Montecito Ave
Deltona, FL 32738

Richard Stabile Jr.
714 Jamestown Blvd Apt 1275
Altamonte Springs, FL 32714

The above named persons agree that upon the commencement date of this partnership, they shall be deemed to have become partners in business. The purposes, terms, and conditions of this partnership are as follows:

1. Name – The first name of the partnership shall be Have Dot Entertainment, LLC aka Have Dot Ent. aka HDE.
2. Term – The partnership shall commence upon execution of this agreement and continue until dissolved by mutual agreement of all partners.
3. Purpose – The business of the partnership is set forth below and includes any other business related thereto.

Have Dot Entertainment, LLC is a production, management and promotion company rooted in hip hop culture with intentions of broadening our range of genres. HDE represents clients in the field of entertainment to include film, television, advertising, music, radio, theater, live performances, internet radio, and night club promotions. The sole purpose for the existence of HDE is the professional and financial advancement of our clients.

4. Contribution and distribution of profits and ownership:

Name/Title of Partner	Contribution	Distribution of Profits	Distribution of Ownership
Jameel P. Diaz President/CEO	Specific Services & Expertise Capital Contributions	30%	51%
Richard Stabile Jr. Executive Vice President	Specific Services & Expertise	30%	25%
Neutral/Company	Not Applicable	40%	24%

5. Control – The partners shall have exclusive control over the business and each partner shall have equal rights in the management and conduct of the partnership business, with the exception of the CEO, who can override decisions based on the needs of the business. Any differences arising as to financial matters connected with the partnership business, or any issues of extraordinary circumstance shall be decided by a third party arbitrator chosen and agreed upon by the partners. Any act beyond the scope of this partnership agreement, or any contract that may subject this partnership to a cost in excess of one thousand dollars shall be subject to the prior written consent of all of the partners.
6. Disputes - Any disagreements or differences that affect the management of the partnership business and would jeopardize new business, contracts, or existing clients and cannot be resolved within thirty days will be subjected to a mutually agreed upon arbitration process designed to repair the partnership relationship and solve said differences or disputes. Any and all decisions reached through the arbitration process will be final.
7. Accounting – Detailed accounting records shall be made and maintained. Any partner or his/her agent may review any and all accounting or other records at any time in the presence of a designated account representative to be determined. The partners shall designate a specific account to be determined at a later date as the partnership's business and checking accounts into which all the funds of the partnership shall be placed and maintained.

Accounting records and books shall be kept on a cash basis, and the fiscal year shall begin on the 1st day of January and end on the 31st day of December. At the close of the fiscal year there shall be an annual audit conducted by an accounting firm to be determined according to the needs of the business.

8. Selling Out – If a general partner decides to sell out of the partnership business, their shares will be forfeited to the other partner unless shares of ownership in the company exceed one hundred dollars. If the value of ownership exceeds the amount of one hundred dollars a general partner can decide to sell their interests in the partnership business, but the option must first be given to the other partner. The interests will be valued at 70% of the current stock value if sold to a current shareholder. Payment for the interests sold shall be made within a reasonable time frame not to exceed five years. No general partner may sell their interests in the partnership business to a third party unless it is mutually agreed to by the general partners. Thirty days written notice of proposed sell out to each general partner by the selling partner is required.
9. Dissolution – In the event of retirement, bankruptcy, death, or insanity of a general partner, the remaining partner has the right to continue the business of the partnership under the same name by themselves or in conjunction with any other persons they select. In the event of incarceration up to thirty six months, the incarcerated partner(s) authority in the business will be temporarily suspended. In

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set forth during the renegotiation period. All terms of any renegotiated agreement must be unanimously agreed upon by the general partners.

14. Amendments – This agreement may be amended at any time prior to contract renegotiation set out in clause 10. Any amendments must be unanimously agreed upon by all general partners and must be in writing and signed by each general partner.

By signing below I agree to all the terms set forth in the above agreement:

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Jameel P. Diaz, President & CEO


Date


Richard Stabile Jr., Executive Vice President


Date