## L08000041045

(Requestor's Name)
(Address)
(Address)
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PICK-UP WAIT MAIL
(Business Entity Name)
(Document Number)
Certified Copies Certificates of Status
Special Instructions to Filing Officer:
A. LUNT
APR <b>24</b> 2008
EXAMINER

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SECRETARY OF STATE ALLAHASSEE, FLORIDA

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FILED

## **COVER LETTER**

TO: Registration Se Division of Cor					
<sub>SUBJECT:</sub> Have D	ot Entertainment, L	.LC			
(Name of Limited Liability Company)					
The enclosed Articles of	Organization and fee(s) are sub	omitted for filing.			
Please return all correspo	ndence concerning this matter	to the following:			
Jameel Pat	rick Diaz				
	(Na	ame of Person)			
Have Dot B	Entertainment, LLC				
<del> </del>	(Fi	rm/Company)			
PO Box 47	1285				
<del></del>		(Address)	7A Z		
Lake Monr	oe, FL 32747		7008 APR		
	(City/S	tate and Zip Code)	AS I		
For further information c	oncerning this matter, please ca	all:	TARY OF SHASSEE. FL		
Jameel Patrick	Diaz a	, <u>407</u> 221-5167	1: 5: TATE ORIC		
(Name o	of Person)	(Area Code & Daytime Telep	phone Number		
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 Ci Tallahassee, FL 32301	rcle		

## ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

**ARTICLE I - Name:** 

Have Dot Entertainment, LLC		
(Must end with the words "Limit	ed Liability Company, "L.L.C.," or "LLC.")	
ARTICLE II - Address:		
	f the principal office of the Limited Liability Company i	s:
Principal Office Address:	Mailing Address:	
1808 Montecito Ave	PO Box 471285	
Deltona, FL 32738	Lake Monroe, FL 32747 Fun	_
	PP APP	! =
(The Limited Liability Company cannot serve as its over business entity with an active Florida registration.)  The name and the Florida street address of the Jameel Patrick  1808 Montecito	Diaz S S Name Ave	ここのコ
(The Limited Liability Company cannot serve as its over business entity with an active Florida registration.)  The name and the Florida street address of the Jameel Patrick  1808 Montecito	Of the registered agent are:  Diaz  Name  Ave  treet address (P.O. Box NOT acceptable)	ニニ・「コ

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)
Page 1 of 2

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

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

Title:	Name and Address:		
"MGR" = Manager "MGRM" = Managing Member			
Jameel Patrick Diaz MGR	1808 Montecito Ave		
	Deltona, FL 32738	_	
Richard Stabile Jr. MGR	714 Jamestown Blvd #1275	<del></del>	
	Altamonte Springs, FL 32714	<del>-</del> -	
		<del></del>	
		<del></del>	
		<del>-</del>	
	Z <sub>S</sub>	_ 2	
(Use attachment if necessary)	CRE LAH,	<b>3</b> <b>→ →</b>	
ARTICLE V: Effective date, if other than the d (If an effective date is listed, the date must be		ÖNAL) days/brior	
to or 90 days after the date of filing.)	OF S	-	
REQUIRED SIGNATURE:	I: 5 ORIO,	0	
REQUIRED SIGNATURE.	5		
(In accordance with secti	or an authorized representative of a member.  ion 608.408(3), Florida Statutes, the execution utes an affirmation under the penalties of perjury rein are true.)		
<u>Jam</u> Type	nee f f Diaz ed 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)

This partnership agreement is entered into on <u>January 1, 2008</u> 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
- 2. Term The partnership shall commence upon execution of this agreement 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.

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 function that 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 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December. At the close of the fiscal year there shall be an annual audit conducted by 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 themself 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

the event of incarceration in excess of thirty six months, or upon termination or dissolution of the partnership by all partners, the partnership will be promptly liquidated with all debts being paid prior to any distribution of the remaining funds. Distribution shall be made according to the percentage of distribution of ownership as set out in clause 4 above.

- 10. Nondisclosure of information No general partner will at any time disclose to any person, company, family member, entity, or media source, whether public or private, any personal or professional information about another general partner, employee, client, artist, or any business affiliate of the partnership partners. No general partner, without authorization of other general partners, shall disclose to any person, company, client or employee of the partnership business. Tamily member, entity, or media source, whether public or private, any progression information about the general partnership including, but not limited to specific business practices and strategies and financial standings and dealings. If any such information is disclosed, the responsible partner shall assume all legal liabilities for losses suffered to the partnership business, its business affiliates, cany can be applied to the partnership business affiliates, can be applied to the partnership business, its business affiliates, can be applied to the partnership business, its business affiliates, can be applied to the partnership business, its business affiliates, can be applied to the partnership business, its business affiliates, can be applied to the partnership business affiliates, can be applied to the partnership business, its business affiliates.
- 11. Non-compete Clause Any partner may be engaged in one or more business, other than the business of the partnership, but only to the extent that this activity does not compete or materially interfere with the business of the partnership and does not conflict with the obligations of that partner under this agreement. Neither the partnership business nor another general partner shall have the right to any income or profit derived by a partner from any business activity permitted under this clause.
- 12. Fraudulent Activities Any use of partnership business money, time, assets, or business name (see clause 1) in any illegal, immoral, or unethical way is strictly prohibited. Any such activity by a general partner will result in a forced sell out of the responsible partner's shares of ownership in the partnership business following the guidelines set out in clause 8, with the following exceptions:

  Dollar amount of liability caused to the partnership business by responsible general partner will first be subtracted from total dollar amount of what shares of ownership in the partnership business is worth. The remaining dollar amount will be valued at fifty percent of the current stock value and be sold as set out in clause 8. If the amount of liability to the partnership business exceeds the total value of ownership held by the responsible partner, then said partner will have the legal obligation of (returning funds) back to the partnership business. Shares of ownership in the partnership business will then be forfeited as set out in clause 8.
- 13. Contract renegotiation The terms of this contract will remain valid for a period of 24 months commencing with the date of the signing of this agreement or until the gross worth of the partnership business exceeds one hundred thousand dollars, at which point the terms of this contract will be renegotiated by the general partners. All terms of this agreement will remain in effect unless new terms are

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:

TILED

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SECRETARY OF STATE
SECR

James I B. Dien, Bresident & CEO

Date

Richard Stabile Jr., Executive Vice President,

Date