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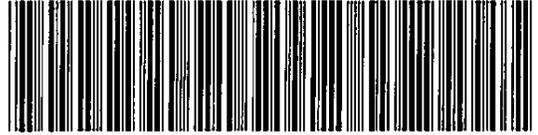
(Business Entity Name)

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EXAMINER

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TALLAHASSEE, FLORIDA

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**COVER LETTER**

**TO: Registration Section  
Division of Corporations**

**SUBJECT: N-ICE 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:

**KRISTINA KATT**  
Name of Person  
**D:FI G, INC.**  
Firm Company  
**3810 HALEY COURT, # 8**  
Address  
**COCOA, FL** 32926-4265  
City State and Zip Code  
**KRISTINA.KATT@GMAIL.COM**  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

**KRISTINA KATT** at ( **513** ) **225-8813**  
Name of Person Area Code & Daytime Telephone 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 Circle  
Tallahassee, FL 32301

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**ARTICLES OF ORGANIZATION  
FOR FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE 1  
Name**

1.1. The name of the Limited Liability Company is:

**N-ICE ENTERTAINMENT, LLC**

**ARTICLE 2  
Address**

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

**Principal Office Address:**

226 Becky Court  
Merritt Island, FL 32957-3004  
USA

**Mailing Address:**

226 Becky Court  
Merritt Island, FL  
USA

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**ARTICLE 3  
Registered Agent, Registered Office and  
Registered Agent's Signature**

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

Cregan & Co., PA  
226 Becky Court  
Merritt Island, FL  
USA

*Having been named as registered agent and to accept service of process for the above stated limited 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.

*Kathy Cregan*

Kathy Cregan, Agent of Cregan & Co., PA

#### **ARTICLE 4 Manager(s) or Managing Member(s)**

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

Title:

Name and Address:

MANAGER

IOSIFFRANGOS  
LARNACA, REPUBLIC OF CYPRUS

#### **ARTICLE 5 Term and Purpose**

5.1. TERM. The Company shall continue for a period of thirty (30) years unless dissolved be:

- (a) Members whose capital interest as defined in Articles 8.2. exceed 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of a Limited Liability Company under the laws of Florida.

5.2. CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 5.1., in the event of an occurrence described in ARTICLE 5.1(c), if there are at least one remaining Member, said remaining Member shall have the right

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to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 5.1(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

- 5.3. **BUSINESS PURPOSE.** The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability Law of the State of Florida.
- 5.4. **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be outside of State Florida, USA or other place as the Managers from time to time select.

## **ARTICLE 6 Capital Contributions**

- 6.1. **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital. The agreed value of such property and cash is \$100.00.
- 6.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

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## **ARTICLE 7 Profits, Losses and Distributions**

- 7.1. **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company.
- 7.2. **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances. To the extent a Member shall have a negative capital account balance, there shall be qualified income offset.

## **ARTICLE 8 Management**

- 8.1. **MANAGEMENT OF THE BUSINESS.** By a vote of the Members holding a majority of the capital interests in the Company shall elect as many Managers as the Members determine, but no fewer than one.
- 8.2. **MEMBERS.** The liability of the Members shall be limited as provided under the laws of the Florida Limited Liability statutes. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.
- 8.3. **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the prepayment, refinancing, or extension of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 8.4. **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 8.4. shall be at the requesting Member's expense.
- 8.5. **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 8.6. **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or

completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful.

The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo Contendere" or its equivalent, shall not in itself create a presumption that the person did not act in good faith and a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

8.7. **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of full name and the last known street address of each Member;
- (b) a copy of the Certificate of Formation and the Company's operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the limited liability company for the three most recent years.

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## **ARTICLE 9 Compensation**

9.1. **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to commensurate with the value of such services.

9.2. **REIMBURSEMENT.** The Company shall reimburse the Manager or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

**ARTICLE 10**  
**Bookkeeping**

- 10.1. **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting, as the Managers shall select. The company's accounting period shall be the calendar year.
- 10.2. **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in accordance with the Florida Limited Liability Company Act and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
  - (b) credit balances transferred from his distribution account to his capital account;
- and decreased by:
- (a) distributions to him/her in reduction of Company capital;
  - (b) the Member's share of Company losses if charged to his/her capital account.
- 10.3. **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

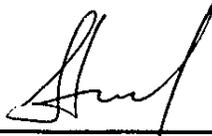
**ARTICLE 11**  
**Transfers**

- 11.1. **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the Florida Limited Liability Company Act, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

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\_\_\_\_\_  
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 affirmative under the penalty of perjury that the facts stated herein are true.)

Kristina KATT, organizer

\_\_\_\_\_  
Typed or printed name of signee

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