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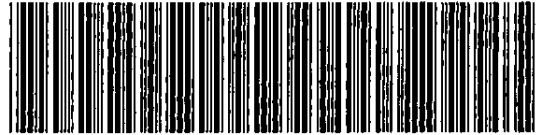
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. BRUCE
APR 16 2010
EXAMINER

COVER LETTER

**TO: Registration Section
Division of Corporations**

**SUBJECT: LIKE HEAVEN ON EARTH FOUNDATION, 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:

JENNIFER WOODALL

Name of Person

LIKE HEAVEN ON EARTH FOUNDATION, LLC

Firm/Company

8835 SW 107TH AVE #152

Address

MIAMI, FL 33176

City/State and Zip Code

JVWOODALL@GMAIL.COM

E-mail address: (to be used for future annual report notification)

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10 APR 15 AM 11:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

JENNIFER WOODALL

Name of Person

at (954) 892-1684

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

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

LIKE HEAVEN ON EARTH FOUNDATION, 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:

Mailing Address:

8835 SW 107TH AVENUE
#152
MIAMI, FL 33176

8835 SW 107TH AVENUE
#152
MIAMI, FL 33176

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:

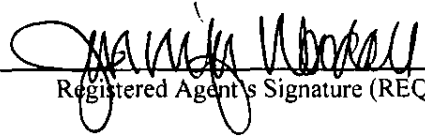
JENNIFER WOODALL
Name

8835 SW 107TH AVE #152
Florida street address (P.O. Box **NOT** acceptable)

MIAMI FL 33176
City, State, and Zip

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)

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

_____	_____
_____	_____
_____	_____
_____	_____
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SEE ATTACHED
OPERATING AGREEMENT

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

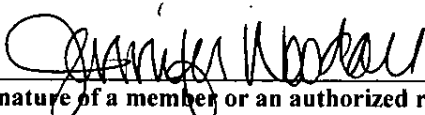
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(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)
(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.)

JENNIFER WOODALL

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)

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

LIKE HEAVEN ON EARTH FOUNDATION, LLC

THIS OPERATING AGREEMENT of Like Heaven on Earth Foundation, LLC (the Company) is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

- A. The Members have formed a LIMITED LIABILITY COMPANY organized pursuant to the Florida Limited Liability Company Act. The articles of organization of the Company files with the Florida Secretary of State are hereby adopted and approved by the Members.
- B. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE I

COMPANY FORMATION & REGISTERED AGENT

- 1.1 **PRINCIPAL OFFICE & MAILING ADDRESS.** The principal office of the Company is located at 8835 SW 107th Avenue, Suite 152, Miami, FL 33176.
 - A. The principal office of the Company may be changed by the Manager.
 - B. The Company may have such other offices, either within or without the State of Florida, as the Manager designates or as the business of the Company requires.
- 1.2 **REGISTERED OFFICE AND AGENT.** The registered office of the Company, as required by the Act to be maintained in the State of Florida, is located at 8835 SW 107th Avenue, Suite 152, Miami, FL 33176, and the original registered agent at such address is Jennifer Woodall.
 - A. The registered office and registered agent may be changed from time to time by the Manager and by the filing of the prescribed forms with and the payment of any prescribed fees to the Florida Secretary of State.
- 1.3 **PURPOSES.** The Company has been formed to carry on any lawful activity, permitted by the Act, as determined by the Manager and outlined in Exhibit C hereby attached to this Agreement.

ARTICLE II
CAPITAL & CAPITAL CONTRIBUTIONS

2.1 MEMBERS, PERCENTAGE INTEREST, AND MEMBERSHIP UNITS.

A. Membership Classes

1. The Class A Members shall be excluded from participation in distributions but shall be entitled to have their entire Percentage Interest in the Company redeemed and purchased by the Company.
2. The Class B Members shall be eligible to participate in distributions: provided, however, that the aggregate distributions to a Class B Member in any given year shall not exceed 1% of the value of such Class B Member's Percentage Interests in the Company.
3. The Class C Members shall be eligible to participate in distributions without limitation as to the amount thereof.
4. Each Member has voting rights proportional to that Member's Percentage Interests in all decisions to be made by the Members.

B. Membership Interests

1. The Members' membership interests in the Company and particularly their rights to allocations and distributions as described in this Article are governed by their respective membership class and Percentage Interests.
2. Those Percentage Interest may also be represented by Membership Units, the respective number of which belonging to each Member must be set out on Exhibit B of this agreement.

2.2 LIMITATIONS OF LIABILITY OF MEMBERS AND OTHERS.

- A.** Except as otherwise required by applicable law, the debts, obligations, and liabilities of the Company, whether arising on contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company, and no Member, Manager, trustee, officer, or employee of the Company is obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member, trustee, officer, or employee of the Company.
- B.** No Member, Manager, trustee, officer, or employee of the Company, to the maximum extent now or hereafter permitted by applicable law, has any personal liability to the Company or any Member for monetary damages for breach of fiduciary duty as an officer or in any other managerial position.

- 2.3 **CAPITAL CONTRIBUTIONS.** The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit B, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.
- 2.4 **SUBSEQUENT CONTRIBUTIONS.** Except as provided in Article 7.2, no Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members. Any Member may, but no Member is obligated to, make loans to the Company on such terms and conditions as are acceptable to such Member and the Manager.
- 2.5 **CAPITAL ACCOUNTS.** Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.
- A. A capital account ("Capital Account") for each Member must be determined and maintained on the books and records of the Company in accordance with Section 704(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations § 1.704-1(b).
- B. All provisions of this Agreement relating to Capital Accounts must be interpreted and applied so as to comply with the requirements of the Code and Treasury Regulations.
- 2.6 **INTEREST.** No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

ARTICLE III ALLOCATIONS & DISTRIBUTIONS

- 3.1 **ALLOCATIONS OF INCOME AND LOSS.** The profits and losses of the Company and all items of Company income, gain, loss, deductions, and credit must be allocated among the Members in accordance with their Percentage Interests as set forth on Exhibit B of this Agreement (which must be updated by the Manager as to reflect any changes to its contents) and their membership class and the rights associated therewith.
- 3.2 **DISTRIBUTIONS.** The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Class. The timing and amount of distributions shall be determined by the Managers in accordance with Florida law. No distribution may be made if, after the distribution, the Company would be insolvent. 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 pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a

negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

A. Withholding Taxes

1. The Company shall withhold from distributions (or allocations of Company income, gain, loss, deduction, and credit) to any Member and pay over to any federal, state, local, or foreign government any amounts required to be so withheld by law and must allocate any such amount to the Member with respect to which such amounts were withheld.
2. For all purposes of this Agreement, all amounts so withheld must be treated as amounts actually distributed to the Member with respect to which such amounts were withheld, and such amounts must be treated as actually distributed at the time paid to the relevant government agency.

**ARTICLE IV
MANAGEMENT**

4.1 APPOINTMENT OF MANAGER.

- A. The Members, by majority vote of all Members, shall appoint the Manager who shall consent to such appointment by executing a counterpart signature page to this Agreement.
- B. The Members hereby appoint Joseph Woodall as the initial Manager of the Company and authorize the Company to enter into a separate employment agreement with him.

4.2 MANAGER. The Manager:

- A. has the sole authority in the management of the Company, except as otherwise set out in Article 4.3;
- B. shall actively oversee the operations of the Company; and
- C. may delegate to any officer of the Company any of the Manager's authority to make any decision on the Company's behalf.
- D. may hold meetings at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference telephone or by any other means permitted under Florida law. In addition, actions may be taken without a meeting if the Managers sign a written consent reflecting the action taken.

- 4.3 **RESTRICTED ACTIONS.** The Manager may not, without the consent of the Members:
- A. sell, assign, convey, or otherwise dispose of any portion of the Company's assets outside of the ordinary course of business;
 - B. do any act in contravention of this Agreement;
 - C. amend, change, or revoke this Agreement;
 - D. confess a judgment against or affecting the Company;
 - E. merge or consolidate the Company with or into another business entity;
 - F. dissolve or liquidate the Company;
 - G. change or reorganize the Company into any other legal form; or
 - H. knowingly perform any act that would subject any Member to liability as a general partner in any jurisdiction.
- 4.4 **TERM.** The Manager shall hold office for an indefinite term or until his earlier death, resignation, or removal.
- 4.5 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 4.6 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.
- 4.7 **RESIGNATION.** The Manager may resign at any time by giving written notice of his resignation to the Class A Members, such resignation to be effective upon receipt unless a later date is specified in the notice and to be without prejudice to the contract rights, if any, of any party.
- 4.8 **REMOVAL.** The Manager may be removed, with or without cause, by a majority of the Members, such removal to be without prejudice to the contract rights, if any, of any party.
- 4.9 **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.
- 4.10 **OFFICERS.** The Company may have such officers, under such titles, as the Manager determines, and such officers have the authority and duties granted to them by the Manager. The officers shall hold office until their successors are chosen and qualified.

Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Managers. The current officers of the Company are listed on Exhibit B.

- 4.11 **BANKING.** The Managers are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

ARTICLE V MEMBERSHIP

- 5.1 **ADDITIONAL MEMBERS.** The Manager may admit additional Members of any class to the Company and shall fix such additional Members' class, Percentage Interests, and Membership Units.
- 5.2 **TRANSFERS.** A Member may transfer all or any part of its membership interests in the Company to an assignee only with the prior written consent of the other Members and in accordance with Article 6.
- 5.3 **WITHDRAWAL.** A Member may withdraw from the Company prior to the dissolution and winding up of the Company with unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Article 5.2 above. A Member which withdraws pursuant to this Article 5.3 shall be entitled to a distribution in an amount equal to such Member's Capital Account according to his or her Membership Class.
- 5.4 **EXECUTION OF AGREEMENT REQUIRED.** The admission of an additional Member or transferee Member under this Article 5 becomes effective when such additional or transferee Member consents in writing to be bound by all of the terms and conditions of, and executes a counterpart signature page to, this Agreement.
- 5.5 **MEMBERS AND VOTING RIGHTS.** Members shall have the right and power to vote on all matters with respect to which this agreement of Florida law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under Florida law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action.
- 5.6 **MEETINGS.** Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner or permitted by Florida law, including by conference telephone or similar communications equipment. In addition, any action

which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action.

All Members are required to be present at a meeting if they disagree with the action in question. Absence of a Member from the meeting will be taken to mean the Member has no objections to the actions, and the action will be considered as approved as outlined in this Article.

ARTICLE VI RIGHT OF FIRST REFUSAL

6.1 RESTRICTIONS ON TRANSFERS.

- A. No Transfers of any membership interests may be made by any parties except in conformance with the terms of both Article 5 and this Article 6.
- B. "Transfer" shall mean to transfer, sell, assign, pledge, hypothecate, bequeath, give, create a security interest in or lien on, place in trust (voting or otherwise), assign, or in any other way encumber or dispose of, directly or indirectly, and whether or not by operation of law of for value, any membership interests in the Company.

6.2 **DISPOSITION NOTICE.** In the event a Member (the "Selling Member") desires to Transfer any or all of the membership interests held by such Selling Member (the "Transferring Interests") to any person (the "Offeree"), the Selling Member shall promptly deliver to each of the other Members (the "Non-Selling Members") written notice of the intended disposition (the "Disposition Notice"), which must set forth the material terms and conditions thereof, including the purchase price for the Transferring Interests and the identities of the Offeree and any beneficial owners who are not the named Offeree.

6.3 EXERCISE OF RIGHT BY NON-SELLING MEMBERS.

- A. The Non-Selling Members may, for a period of 30 days following receipt of a Disposition Notice, (the "Exercise Period"), purchase the Transferring Interest upon the same terms and conditions specified in the Disposition Notice, except that the purchase price must be an amount equal to the lesser of:
 - 1. the fair market value of the Transferring Interest as determined by an independent appraiser chosen by the Class A Members and the Selling Member; or
 - 2. the purchase price specified in the Disposition Notice.

- B. Such right is exercisable by written notice (the "Exercise Notice") delivered by the Non-Selling Members to the Selling Member and the Offeree prior to the expiration of the Exercise Period.
- C. To the extent that the Transferring Interests need to be allocated among the Non-Selling Members, they must be allocated based on the ratio of each participating Non-Selling Member's holdings of membership interests in the Company to the total of all participating Non-Selling Members' membership interests in the Company.

6.4 TYPES OF EXERCISE BY THE NON-SELLING MEMBERS. If such right is exercised by the Non-Selling Members with respect to:

- A. all of the Transferring Interests specified in the Disposition Notice, then the Non-Selling Members shall effect the purchase of such Transferring Interests; including payment of the purchase price therefore, not more than five business days after the delivery of the Exercise Notice and, at such time, the Selling Member shall deliver to the Non-Selling Members a duly endorsed assignment of the Transferring Interests to be purchased; or
- B. only a portion of the Transferring Interests specified in the Disposition Notice, then:
 - 1. the Non-Selling Members shall notify the Offeree of their intention to purchase only a portion of the Transferring Interests within the Exercise Period; and
 - 2. this right to purchase is contingent upon the Offeree's election to purchase the remaining balance of the Transferring Interests; and
 - 3. the Non-Selling Members' purchase of such Transferring Interests must be consummated, if at all, at the time of the Offeree's purchase; but
 - 4. in the event the Offeree elects not to purchase the remaining Transferring Interests, the Non-Selling Members are deemed to have waived their rights of first refusal.

6.5 NON-EXERCISE OF RIGHT BY NON-SELLING MEMBERS.

- A. In the event the Exercise Notice is not given by the Non-Selling Members to the Selling Member and the Offeree within the Exercise Period or the Offeree elects not to purchase the remaining Transferring Interests in accordance with Article 6.4(B).4., the Non-Selling Members are deemed to have waived their rights of first refusal and the Selling Member has a period of 30 days thereafter in which to sell all, but not less than all, of the Transferring Interests to the Offeree identified in, and upon terms and conditions (including the purchase price) no more favorable to the Offeree than those specified in, the Disposition Notice.

- B. In the event the Selling Member does not consummate the sale or disposition of the Transferring Interests within such 30 day period, the Non-Selling Members' rights of first refusal are applicable to any subsequent disposition of the Transferring Interests by the Selling Member until such rights lapse in accordance with Article 6.8.

6.6 RIGHTS OF OBLIGATIONS OF TRANSFEREE.

- A. Upon any Transfer of membership interests in accordance with this Article 6, such membership interests remain subject to the restrictions of this Agreement.
- B. Each purchaser of Transferring Interests succeeds to the rights of the Selling Member with regard to such Transferring Interests, except that:
 - 1. if the Non-Selling Members exercise their right of first refusal and purchase any Transferring Interests, then any such Transferring Interests are automatically converted to the class of membership interests of the Non-Selling Member purchasing the Transferring Interests; or
 - 2. if the purchaser is a third party to this Agreement, such purchaser is subject to the terms of Article 5 concerning admission to the Company as a Member and execution and delivery to the Manager a counterpart of this Agreement and must take such other actions and execute such other documents as the Company reasonably requests.

6.7 **EXPENSES.** The Selling Member shall pay all expenses incurred by the Company in connection with a Transfer in accordance with this Article 6.

6.8 **TERMINATION.** The rights and obligations of the Members under this Article 6 terminate upon the closing of the Company's Sale, as defined in Article 9.

ARTICLE VII ACCOUNTS & ACCOUNTING

7.1 **ACCOUNTS.** Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member, Manager or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member or Manager. The costs of such inspection and copying shall be borne by the Member or Manager.

- A. The Company's books must be closed and balanced at the end of each calendar year. Each Member shall receive a statement of such Member's distributive share of income and expense for income tax reporting purposes.

- 7.2 **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 the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) 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;
 - C. distributions to him/her in reduction of Company capital;
 - D. the Member's share of Company losses if charged to his/her capital account.
- 7.3 **RECORDS.** At all times during the term of existence of the Company, and beyond that term if the Managers deems it necessary, the Managers shall keep or cause to be kept the following:
- A. A current list of the full name and last known business or residence address of each Member and Manager, together with the Capital Contributions, the amount and terms of any agreed upon future Capital Contribution, and Membership Interest of each Member;
 - B. A copy of the Articles of Organization and any Amendments;
 - C. Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three most recent taxable years; and
 - D. An original executed copy or counterparts of this Agreement and any Amendments.
- 7.4 **INCOME TAX RETURNS.** Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.
- 7.5 **TAX MATTERS MEMBER.** Jennifer Woodall shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and the expend Company funds for professional services and costs associated therewith.
- 7.6 **TAXATION.** The Company may make any election it deems prudent to establish and maintain its tax classification in accordance with this Article 7.5. It is the intention of the Members that the Company be classified for purposed of federal and any state income tax law as:

- A. a partnership; or
- B. for any period in which there is only one Member of the Company, a disregarded entity.

ARTICLE VIII REDEMPTION

If a Class A Member at any time desires that the Company purchase and redeem its Percentage Interests, the Class A Member shall send written notice to the Company. The purchase price for the Percentage Interests shall be equal to such Class A Member's capital contribution as outlined in Article 7.2. Closing shall be held at the principal office of the Company. At closing, the Class A Member shall deliver to the Company any transfer documents as counsel for the Company reasonably may require. Upon agreement of the Manager and the Class A Member, payment of the purchase price may be made by promissory note executed by the Company.

ARTICLE IX DISSOLUTION

- 9.1 **TERM OF THE COMPANY.** The term of the Company is perpetual.
- 9.2 **CAUSES OF DISSOLUTION.** Notwithstanding the provisions of Article 9.1, the Company terminates and must be dissolved upon earlier occurrence of any of the following events:
- A. the entry of a decree of dissolution by a court of competent jurisdiction;
 - B. the business of the Company is determined to be illegal by a court of competent jurisdiction;
 - C. rescission of this Agreement; or
 - D. a majority of all Members elect to dissolve the Company.
- 9.3 **LIQUIDATION MANAGER.** The Members shall appoint the Liquidation Manager upon the termination and dissolution of the Company.
- 9.4 **PROCEDURE UPON DISSOLUTION.**
- A. Upon the dissolution of the Company, the Liquidation Manager appointed in accordance with Article 9.3 shall immediately commence to wind up the Company's affairs and shall proceed with reasonable promptness to liquidate the business of the Company.

- B. If the Company is dissolved while its business is in progress, the winding up of the affairs of the business of the Company may include completion of any work in progress and any contracts in existence on the date of dissolution.
- C. Except as otherwise required by the Act, upon the dissolution of the Company, the assets of the Company must be liquidated, and the proceeds from such liquidation, together with assets distributed in kind, are applied in the following order:
 - 1. to the payment of debts and liabilities of the Company to creditors in the order of priority set out by law and the expenses of dissolution and liquidation;
 - 2. to the establishment of any reserves that the Liquidation Manager deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company (such reserves must be held in trust by the Liquidation Manager for the purpose of disbursing such reserves in payment of contingencies and, at the expiration of such period as the Liquidation Manager deems advisable, to distribute the balance of the trust corpus in the manner set out in this Article 9.4); and
 - 3. to the Members in accordance with their Capital Accounts.

9.5 POWERS OF THE LIQUIDATION MANAGER. The Liquidation Manager has full power and authority to wind up the business and affairs of the Company.

9.6 INDEMNIFICATION OF LIQUIDATION MANAGER. The Members shall indemnify the Liquidation Manager as set out in Article 10 of this Agreement.

9.7 CONTRIBUTIONS FOR DEFICIENCIES. Each Member shall restore any deficit balance remaining in its Capital Account upon the final liquidation of the Company, but only to the extent necessary to:

- A. repay any loans made to the Company by a Member or an affiliate of a Member; or
- B. fund positive balances remaining in the Capital Accounts of the other Members.

9.8 NO AUTOMATIC DISSOLUTION UPON CERTAIN EVENTS. Neither the death, incapacity, disassociation, bankruptcy nor withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE X
INDEMNIFICATION

10.1 **INDEMNIFIABLE PERSONS.** An "Indemnifiable Person" is one who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "Proceeding"), by reason of the fact that such person is or was a Manager, trustee, liquidation manager, officer, employee, or agent of the Company.

10.2 **CONDITIONS FOR INDEMNIFICATION.** The Company shall indemnify and hold harmless to the fullest extent not prohibited by applicable law against all expense, liability, and loss (including without limitation attorneys' fees, judgments, fines, excise taxes, or penalties and amounts paid in settlement) reasonably incurred or suffered, an Indemnifiable Person if:

- A. the basis of the Proceeding is alleged action or inaction:
 - 1. in an official capacity as a Manager, trustee, liquidation manager, officer, employee, or agent of the Company; or
 - 2. in any other capacity related to the Company while so serving as a Manager, trustee, liquidation manager, officer, employee, or agent; and
- B. such person has not been found by a court of competent jurisdiction to have:
 - 1. acted in a grossly negligent manner;
 - 2. committed willful malfeasance or fraud;
 - 3. breached such person's fiduciary duty to the Company; or
 - 4. materially breached the terms of this Agreement.

10.3 **INDEMNITEES.** The persons indemnified under Article 10.2 of this Agreement are hereafter referred to as "Indemnitees".

10.4 **INDEMNIFICATION RIGHTS.** The right to indemnification conferred in this Article 10:

- A. is a contract right;
- B. is not exclusive of any other right that any Indemnitee may have or hereafter acquire under any statute, agreement, action of the Members, or otherwise.
- C. continues as to an Indemnitee who has after such alleged actions or inaction ceased to be a Manager, trustee, liquidation manager, officer, employee, or agent of the Company;

- D. inure to the benefit of the Indemnitee's heirs, executors, and administrators;
- E. may not be affected adversely as to any Indemnitee by any amendment of this Agreement with respect to any action or inaction occurring prior to such amendment; and
- F. subject to any requirements imposed by law, includes the right to be paid by the Company the expenses incurred in investigating, defending, or settling any such Proceeding in advance of its final disposition, which expenses must be paid promptly upon request of the Indemnitee, except that an Indemnitee has the right to require such advance payment by the Company only upon receipt by the Company of an undertaking by or on behalf of such Indemnitee to repay such amount to the Company if it is ultimately determined by a court of competent jurisdiction that the Indemnitee is not entitled to be indemnified by the Company.

10.5 ENFORCEMENT.

- A. An Indemnitee may bring suit against the Company to recover the unpaid amount of the claim if a claim in writing for indemnification under this Article 10 is not paid in full by the Company within:
 - 1. 60 days after it has been received by the Company; or
 - 2. in the case of a claim for an advancement of expenses, 20 days after it has been received by the Company.
- B. If the Indemnitee is successful in whole or in part in any such suit, or in defense of a suit brought by the Company to recover an advancement of expenses under the terms of an undertaking, the Indemnitee is entitled to be paid also the expenses of successfully prosecuting or defending such suit (or part thereof).
- C. Neither a presumption that the Indemnitee has not met the applicable standard of conduct nor, in the case of such a suit brought by the Indemnitee, a defense to such suit is created by:
 - 1. the failure of the Company to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct; or
 - 2. an actual determination by the Company that the Indemnitee has not met such applicable standard of conduct.

10.6 INSURANCE. The Company may maintain insurance, at its expense, to protect itself and any director, trustee, liquidation manager, officer, employee, or agent of the

Company against any expense, liability, or loss, whether or not the Company would have the power to indemnify such person against such expense, liability, or loss.

- 10.7 **SAVINGS CLAUSE.** In the event that any of the provisions of this Article 10 (including any provision within a single Article, paragraph, or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are several and remain enforceable to the full extent permitted by law.

ARTICLE XI GENERAL PROVISIONS

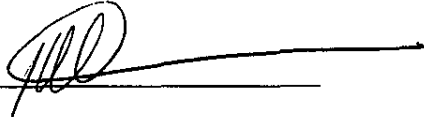
- 11.1 **ENTIRE AGREEMENT, AMENDMENT.** This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.
- 11.2 **WAIVER.** The waiver by any Member of any provision of this Agreement is effective only if made in writing signed by such Member, but such waiver is not to be deemed a waiver of any other such matter.
- 11.3 **SEVERABILITY.** In the event any provision of this Agreement is finally determined to be unlawful or unenforceable, such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement remains in full force and effect.
- 11.4 **GOVERNING LAW.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, without giving effect to Florida's conflicts- or choice-of-laws provision.
- 11.5 **CAPTIONS & ARTICLES.**
- A. The captions in this Agreement are for convenience only and may not be considered a part of or affect the construction of interpretation of any provision of this Agreement.
 - B. References to Articles in this Agreement without elaboration are references to the numbered Articles of this Agreement.
- 11.6 **THIRD PARTIES.** This Agreement is not intended to and does not create any rights in or confer any benefits upon anyone other than the parties to the Agreement and their permitted successors and assigns.
- 11.7 **SUCCESSORS.** This Agreement is binding upon and inures to the benefit of the respective successors and permitted assigns to the Members.

11.8 NOTICES. Except as otherwise set out in this Agreement, all notices, requests, and other communications hereunder must be in writing and are deemed to have been duly given at the time of receipt if delivered by hand or by facsimile transmission or three days after being mailed, registered or certified mail, return receipt requested, with postage prepaid to:

- A. the address or facsimile number listed below such Member's name on Exhibit A hereto; or
- B. if any Member designated a different address by notice to the other Members given as required by this Article 11.8, then to the last address so designated.

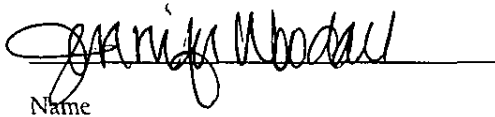
IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement of Like Heaven on Earth Foundation, LLC as of 11 April, 2010.

Manager:

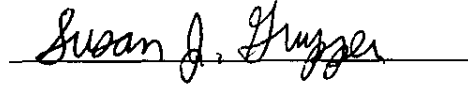


Joseph Woodall

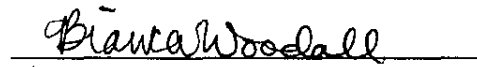
Class A Members:



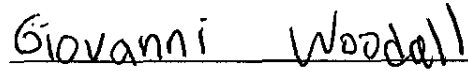
Name



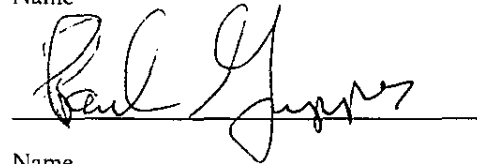
Name



Name



Name



Name

Name

Class B Members:

Name

Name

Name

Name

Class C Members:

Name

Name

EXHIBIT C

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR LIKE HEAVEN ON EARTH FOUNDATION, LLC

PURPOSE

Like Heaven on Earth Foundation, LLC is a public spirited organization created to provide a minimal profit for those engaged in socially beneficial activities and services to the community. This company is founded so all Members can improve and assist every being possible to Live Green Learn Green and grow in Mind, Body and Spirit.

LHEF Members will make and receive donations for public welfare or for charitable, scientific, or educational purposes, creating a business enterprise with a social conscience. The primary purpose of this endeavor is to accomplish a charitable or educational purpose. No significant purpose is the production of income or asset appreciation, and no purpose is to promote a prohibited political or legislative purpose.

LHEF Members will pay taxes on the first 500 hours of contributions or services per year in accordance with IRS guidelines.

LHEF is a new business model with a social conscience, and some of the current and future activities are listed below. This Exhibit C is an organic document, and will change with the needs of the local community.

- Re-educate the public on “spend down philosophy” and the importance of contributing to the community with no expectation of monetary reward or financial gain.
- Created for all members to reach out across social, geographic and economic lines to help everyone in need.
- Will assist in identifying those in need that wouldn't otherwise seek help.
- Explore all venues which provide PRI opportunities to donors, Members and participants.
- Reverse mortgage is PRI or programs to fit prospects.

M-DCPS coordination and distribution responsibility of 28 edible gardens and greenhouses at schools:

- The goal will be for each garden to provide additional vegetarian options.
- K-12 education programs for holistic and nutritional practices and abilities.
- Presidential initiatives to fight childhood obesity.

- Reduce burden borne by the federal government to dovetail nutrition in M-DCPS.
- This entity will be known as The Victory Garden Project.

Abandoned / Urban Toxic Asset Reassignment and Redevelopment per federal guidelines:

- Food shed
- Veteran reclamation
- Transient housing authority

Create a system of living that is providing solar and wind power, rainwater reclamation:

- These programs will be available to all as a public service.
- Ties with current federal funding for new energy technologies.
- Conducting classes, holding conferences and seminars on systems operations, products, and programs.

R & D for any contributor's core business activity which trains prospects for future employment of Palliative care providers for the home bound or disabled elderly:

- Initiate electronic systems to provide the doctor's with essential bio-feedback to monitor and treat home bounds via transceivers/wi-fi technology.
- Especially important for the underprivileged, poor or distressed who typically do not make follow up visits or follow all directions due to their inability to pay.
- Fitness routines are integral part of overall health and will be incorporated into a daily routine for all Members.

Maintain a website for electronic file sharing:

- Medical & nutritional federally supported electronic documentation and daily programs.
- Counseling, Q & A, support for providers and patients.
- Easy access for elderly through simple log on procedures.

To co-exist within a tolerant, expressive and safe haven for all faiths to mingle and grow as an integral part of society where capitalists and extremists have stripped away social responsibility in favor of profits.

10 APR 15 AM 8:54
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA
FILED