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Fax Number : (850)617-6383

From: Account Name : CORPORATE CREATIONS INTERNATIONAL, INC.  
Account Number : 110432003053  
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**FLORIDA LIMITED LIABILITY CO.****Achieve Media, LLC**

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D. BRUCE  
AUG 31 2010  
EXAMINER

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## ARTICLES OF ORGANIZATION

OF

## ACHIEVE MEDIA, LLC

THESE ARTICLES OF ORGANIZATION ("ARTICLES") of Achieve Media, LLC, a Florida limited liability company, is made and entered into as of August 25, 2010.

ARTICLE 1  
ORGANIZATION

1.1 Formation. Each Member hereby acknowledges the formation of the Company as a limited liability company pursuant to the Florida Limited Liability Company Act (the "Act") by virtue of the filing of the Company's Certificate of Formation with the State of Florida and confirms and agrees to its status as a Member of the Company.

1.2 Name. The name of the Company **ACHIEVE MEDIA, LLC**. The business of the Company shall be conducted under the name "**ACHIEVE TV**" or such other name or names as the Members shall determine.

1.3 Principal Office. The principal office and place of business of the Company shall be at such place as the Members shall determine, but for corporate communications, said address shall be 350 San Juan Drive, Ponte Vedra Beach FL 32082. The Company may maintain such other office or offices for the transaction of business at such other locations as the Members may deem advisable.

1.4 Registered Office and Registered Agent. The registered office of the Company in the State of Florida shall be such office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by law.

1.5 Purposes. The purposes of the Company are to operate a noncommercial educational organization that produces and distributes educational programming about entrepreneurialism and the development and management of small businesses to students, business owners, self-employed persons and anyone who dreams of starting their own business. The Company will work with government agencies, entrepreneurial foundations, universities and other partners to further understanding of the powerful economic impact of entrepreneurship, to motivate and educate the nation's next generation of entrepreneurial leaders, to develop and disseminate proven programs that enhance entrepreneurial skills and abilities, and to improve the environment in which entrepreneurs start and grow businesses.

1.6 Powers. In furtherance of the foregoing purposes, subject to the provisions of this Agreement, the Company shall have the power to take any action or incur any obligation in connection with, or to facilitate and support the purposes of, the Company, so long as said actions and obligations may be lawfully engaged in or performed by a limited liability company under the Act.

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## ARTICLE 2 MEMBERS

2.1 Membership Interests. The ownership of the Company shall be represented by membership units ("Membership Units"). The proportion, expressed as a percentage, that the Membership Units of a Member bears to all Membership Units issued is referred to herein as a "Membership Interest." The Membership Units and Membership Interests of each of the Members are set forth on Exhibit A.

2.2 Members. A Member shall have the rights, powers, duties and obligations provided herein for a Member. Members shall manage the Company, and shall have the right, power, and authority to act on behalf of, and to bind, the Company. Notwithstanding any provision of this Agreement, every Member by virtue of having become a Member shall be held to have become a party hereto and to have expressly assented and agreed to the terms hereof.

2.3 Voting Rights. Each Member's voting rights in the Company shall be represented by the Membership Units held by such Member. On matters which require a vote or determination of the Members, each member shall be entitled to one vote for each Membership Unit held by such Member. The affirmative vote of a majority of the Membership Units represented at a duly called meeting in which a quorum is present shall be the act of the Members, unless express provisions of the Act or this Agreement require a different vote, in which case such express provisions shall govern and control such vote.

2.4 Member Meetings. Meetings of the Members may be called at any time by any Member who holds at least a ten percent (10%) Membership Interest. The Members may designate any place, either within or outside of the State of Delaware, as the place of meeting for any meeting of the Members of the Company. Whenever Members are required or permitted to take action at a meeting, written notice stating the place, date and time of such meeting shall be given to each Member entitled to vote at such meeting not less than five (5) business days before the date of the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. The holders of a majority of the outstanding Membership Units, represented in person or by proxy, shall constitute a quorum at all meetings of the Members.

2.5 Action by Consent. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action, shall be signed by the Members holding a majority of the Membership Units. Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to the Members that have not consented in writing. Any action taken by written consent of the Members shall have the same force and effect as if taken by the Members at a meeting.

2.6 Limitation on Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities

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of the Company, and none of the Members shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or otherwise participating in the management of the Company.

### ARTICLE 3 MANAGEMENT

3.1 Member Management. The business and affairs of the Company shall be managed by the Members. The Members shall have the exclusive authority and full discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business, operations, and affairs of the Company, and to take all actions the Members deem necessary or appropriate to accomplish the purposes of the Company. The Managing Member is Claudia S. Amlic at 350 San Juan Drive, Ponte Vedra Beach FL 32082.

3.2 Officers. The Members may appoint individuals as officers of the Company with such titles as the Members may elect, including the title of President, Vice President, Treasurer and Secretary, to act on behalf of the Company with such power and authority as the Members may delegate to any such person.

### ARTICLE 4 CAPITAL CONTRIBUTIONS

4.1 Capital Contributions. Each Member's initial contribution ("Initial Capital Contribution") to the capital of the Company shall consist of the following items contributed by such Member (or any predecessor thereto) to or on behalf of the Company: (i) cash and (ii) the fair market value of any other property or valuable rights. The initial Members have made or will make the Initial Capital Contributions specified on Exhibit A attached hereto.

#### 4.2 Withdrawal.

Except as specifically provided in Sections 7.4 and 7.5, a Member may not withdraw, retire, or resign as a Member of the Company unless after receiving prior written notice requesting same, the Members holding a majority of the Membership Units shall have consented thereto in writing, which consent may be conditioned, granted, delayed or denied. No distribution shall be made to a withdrawing Member unless approved by the Members holding a majority of the Membership Units and unless all liabilities of the Company have been paid or unless the Company has assets sufficient to pay such liabilities. If the Members holding a majority of the Membership Units approve a return of all or a part of a withdrawing Member's Capital Contribution, the withdrawing Member shall have no right to demand or receive property other than cash in return for its capital interest, and the withdrawing Member shall not have any priority over any other Member as to any Capital Contribution or any share of Company profits.

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ARTICLE V  
ALLOCATIONS, DISTRIBUTIONS, AND CERTAIN TAX MATTERS

5.1 Allocation of Net Profits and Net Losses. The Company is a noncommercial entity, nonetheless Net Profits of the Company, if any, for each taxable year shall be allocated pursuant to the terms of a services agreement. Net Losses shall be allocated in accordance with the Members' Membership Interests.

5.2 Distributions.

(a) Company shall make cash distributions to Members pursuant to a services agreement.

(b) The Company shall use additional cash to further its Purposes.

(c) The Company shall not distribute any assets in kind unless approved by all of the Members. Such property distributions shall be distributed based upon their fair market values in the same proportions as if cash were distributed. If cash and property in kind are to be distributed simultaneously, the Company shall distribute such cash and property in kind in the same proportion to each Member, unless otherwise agreed by the Members.

5.3 Definition of Net Profits and Net Losses. The "Net Profits" or "Net Losses" of the Company, as appropriate, shall be the income or loss of the Company as determined for financial accounting purposes for a given taxable year, taking into account any separately stated items, increased by the amount of any tax exempt income of the Company during such taxable year and decreased by the amount of any Code Section 705(a)(2)(B) expenditures (within the meaning of Treasury Regulation Section 1.704-1(b)(2)(iv)(i)) of the Company during such taxable year; provided, however, that items of income, gain, loss and deduction attributable to Section 704(c) property shall be determined in accordance with the principles of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

5.4 Federal Income Tax Allocations. Section 5.1 provides for the allocation of Net Profits and Net Losses for accounting purposes. The Company's ordinary income and losses and capital gains and losses as determined for Federal income tax purposes (and each item of income, gain, loss, or deduction entering into the computation thereof) shall be allocated to the Members in the same proportions as the corresponding "book" items are allocated pursuant to the preceding provisions of this Article 5; provided, however, that items of income, gain, loss and deduction relating to Section 704(c) property shall be allocated in accordance with Section 704(c)(1)(A) of the Code and the Treasury Regulations thereunder.

5.6 Elections.

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(a) The Members shall cause the Company to make an election under Section 754 of the Code upon receipt of a written request therefor from any transferee of a Membership Interest permitted hereunder.

(b) The Members intend that the Company be treated as a partnership for Federal income tax purposes. Accordingly, no Member shall file any election on behalf of the Company that is inconsistent with that intent.

(c) Except as otherwise expressly provided herein, any tax elections required or permitted to be made by the Company under the Code or otherwise shall be made in such manner as may be reasonably determined by the Management Committee.

#### ARTICLE 6

##### TRANSFER OF MEMBERSHIP INTERESTS; ADMISSION OF ADDITIONAL MEMBERS

6.1 Transferability of Membership Units. No Member may sell, assign, pledge, transfer or convey any Membership Units without the prior written consent of Members holding a majority of the Membership Units. Any purported sale, assignment, pledge, transfer or conveyance without such written consent and vote shall be void and of no effect against the Company or any Member.

6.2 Admission of Additional Members. Additional members ("Additional Members") may be admitted to the Company upon the unanimous affirmative vote of Members. An Additional Member shall be deemed admitted as a Member upon the later of (i) the execution by such Additional Member of this Agreement or a counterpart hereof whereby such Additional Member agrees to be bound by the provisions of this Agreement and (ii) such later time as the Members shall determine. The Members shall determine any Capital Contribution to be made by such Additional Member and the number of Membership Units of such Additional Member (and the adjusted Membership Interests of all Members).

6.3 Changes in Company Membership. In the event that a change in the ownership of the Company occurs due to the sale or transfer of outstanding Membership Units or the issuance of additional Membership Units pursuant to the provisions of this Agreement, the Members shall revise Exhibit A to reflect the current ownership of the Company. Such revision shall not be deemed an amendment of this Agreement.

#### ARTICLE 7

##### DISSOLUTION

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7.1 Term. The term of the Company commenced upon filing of the Company's Certificate of Formation with the Delaware Secretary of State and shall continue until dissolution of the Company as provided herein.

7.2 Events of Dissolution. The Company shall be dissolved and its affairs shall be wound up on the happening of the first to occur of the following:

- (a) the written consent of a majority of the Members based on their voting interests; or
- (b) an entry of a final decree of dissolution of the Company by a court of competent jurisdiction.

7.3 Liquidation.

(a) Upon a dissolution pursuant to Section 7.2 or otherwise, the Company's business and assets shall be sold or otherwise liquidated in an orderly manner, and any income, gain, loss, or deduction resulting from such sales and liquidations shall be allocated to the Members. The Members may act as the liquidator to wind up the affairs of the Company pursuant to this Agreement, or they may approve one or more liquidators to act as the liquidator in carrying out such liquidation. In performing its duties, the liquidator shall be authorized to sell, distribute, exchange or otherwise dispose of Company assets in accordance with the Agreement in any reasonable manner that the liquidator shall determine to be in the best interest of the Members.

(b) The proceeds of the liquidation of the Company shall be distributed in the following order and priority:

- (i) first, to creditors of the Company that are not Members (or affiliates of Members) in order of priority as provided by law in payment of unpaid liabilities of the Company to the extent required by law or under agreement with such creditors;
- (ii) second, to the setting of any reserves which the liquidator reasonably deems necessary for any anticipated, contingent, or unforeseen liabilities or obligations of the Company arising out of or in connection with the conduct of the Company's business;
- (iii) third, to any Member (or affiliate of a Member) for any other loans or debts owing to such Member (or affiliate) by the Company (including reimbursement of costs or expenses incurred on behalf of the Company in accordance with the terms hereof);
- (iv) fourth, the balance, if any, pro rata to each Member in accordance with its Membership Interest.

ARTICLE 8

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### ACCOUNTING MATTERS

8.1 Fiscal Year. The fiscal year of the Company shall begin on the first day of January and end on the last day of December.

8.2 Books of Account. The Members, at the Company's cost and expense, shall cause complete and accurate accounts of all transactions of the Company to be kept. The Company's books and records shall be kept in accordance with generally accepted accounting principles applicable thereto, shall be maintained at the principal place of business of the Company and shall be available for inspection and examination, for a proper purpose and at reasonable times during usual business hours, by Members or their duly authorized representatives.

8.3 Tax Matters. For so long as the Company has more than one Member: (i) the Company shall be treated as a partnership for U.S. federal income tax purposes and will not make any elections inconsistent therewith, (ii) the Members shall cause to be prepared and filed, at the cost and expense of the Company, all necessary Company tax returns, (iii) the Members shall prepare and file their separate tax returns consistently with such Company tax returns, and (iv) the Members shall provide to each Member a U.S. federal income tax form K-1 for such Member and any other information reasonably necessary to enable each Member to prepare its U.S. federal and state and local income tax returns.

### ARTICLE 9

#### INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Exculpation. No Member or Officer (each, a "Covered Person") shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

9.2 Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, cost, liability, expense (including, without limitation, attorneys' fees and other legal fees and expenses), damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 9.2 shall be provided out of and to the extent of Company assets only.

9.3 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Members shall deem reasonable, on behalf of Covered Persons and such other persons as the Members shall determine, against any liability that may be asserted against or expenses that may be incurred by any such person in connection with the activities of

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the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person against such liability under the provisions of this Agreement.

ARTICLE 10  
REGISTERED AGENT

10.1 Registered Agent and Address. The name and address of the registered agent are: Claudia Saenz Amlic, 350 San Juan Drive, Ponte Vedra Beach FL 32082.

10.2 Registered Agent's Signature. See Below.

ARTICLE 11  
MISCELLANEOUS

11.1 Notices. All notices and other communications to a Member required or permitted hereunder shall be in writing and shall be delivered in person, by registered or certified mail, postage prepaid, return receipt requested, by a generally recognized express air courier service, or by facsimile or other generally accepted means of electronic transmission, addressed to the Member at the address for such Member set forth in the Company's records.

11.2 Partition. No Member shall have the right to partition any property of the Company, nor shall a Member make application to any court or authority having jurisdiction over such matters or commence or prosecute any action or proceeding for partition and the sale thereof. Upon any breach of the provisions of this Section by a Member, each other Member (in addition to all rights and remedies available at law or in equity) shall be entitled to a decree or order restraining and enjoining such application, action, or proceeding.

11.3 Entire Agreement. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter hereof. All prior or contemporaneous agreements with respect to the Company between the Members, whether written or oral, shall be of no force or effect.

11.4 Amendment and Waivers. No amendment of this Agreement shall be binding unless executed in writing by each person who is then a Member. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.5 Governing Law. The interpretation and effect of this Agreement shall be governed by the substantive laws of the State of Florida without regard to the conflicts of laws principles of such State.

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11.6 Severability. The parties hereto agree that if any provision contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be incapable of being construed or limited in a manner to make it enforceable, or is otherwise held by such court to be illegal, null or void or against public policy, the remaining provisions contained in this Agreement shall not be affected thereby.

11.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, but the rights and obligations of the parties hereto shall not be assignable by any party hereto except as expressly provided otherwise in this Agreement.

11.8 Interpretation. All uses of the words "Article(s)" and "Section(s)" in this Agreement are references to articles and sections of this Agreement, unless otherwise specified. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable.

11.9 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of identical original counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute but one and the same agreement.

11.10 No Third-Party Beneficiary. Any agreement to pay any amount and any assumption of liability herein contained, express or implied, shall be only for the benefit of the Members and their respective successors and permitted assigns, and such agreements and assumptions shall not inure to the benefit of the obligees of any indebtedness or any other party whomsoever.

11.11 Dispute Resolution. If a dispute arises from or relates to this Agreement, including without limitation if the Members are deadlocked, and if the dispute cannot be settled through direct discussion between the Members, the Members hereby agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Any unresolved dispute arising from or relating to this Agreement shall then be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any mediation or arbitration shall be held in a location determined by the Members.

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EXHIBIT A TO  
**ACHIEVE MEDIA, LLC**  
**LIMITED LIABILITY COMPANY AGREEMENT**

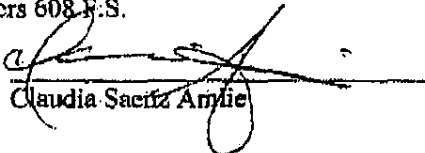
<u>Members</u>	<u>Membership Units</u>	<u>Membership Interest</u>
Amlic	[ 1 ]	51%
OCI	[ 1 ]	49%

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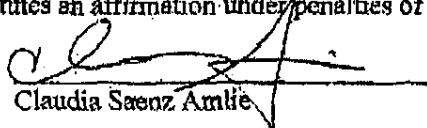
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**AUTHORIZED MEMBER AND REGISTERED AGENT**

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 document, 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 Chapters 608 F.S.

  
Claudia Saenz Amle**CERTIFICATION**

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

  
Claudia Saenz Amle

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**RESOLUTIONS**  
**OF**  
**ACHIEVE MEDIA, LLC**

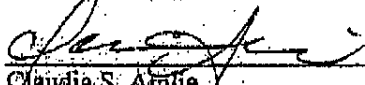
**RESOLUTIONS**

**BE IT RESOLVED**, that Achieve Media LLC, a Florida limited liability company ("Achieve Media") is and shall continue to be a non-commercial organization whose mission is to produce and distribute educational programming about entrepreneurialism and the development and management of small businesses to students, business owners, self-employed persons and anyone who dreams of starting their own business.

**RESOLVED FURTHER**, that Achieve Media shall work with government agencies, entrepreneurial foundations, universities and other partners to further the understanding of the powerful economic impact of entrepreneurship, to motivate and educate the nation's next generation of entrepreneurial leaders, to develop and disseminate proven programs that enhance entrepreneurial skills and abilities, and to improve the environment in which entrepreneurs start and grow businesses.

**RESOLVED FURTHER**, that the Officers of Achieve Media shall establish a six member Board of Advisors to ensure that Achieve Media takes no action that contravenes this Resolution and shall seek to promote Achieve Media's purpose both nationally and internationally.

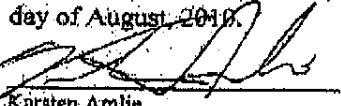
**ADOPTED BY:**

  
Claudia S. Amle  
Member/Chairman

**I HEREBY CERTIFY** that I am the duly elected President and Secretary of Achieve Media, and, I am the keeper of the records organizational documents and that the Resolutions adopted herein are consistent with the Operating Agreement of the company.

  
Karsten Amle  
President, Achieve Media, LLC

**IN WITNESS WHEREOF**, I have hereunto affixed my name Secretary as of the 20th day of August, 2010.

  
Karsten Amle  
Secretary

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