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(City/State/Zip/Phone #)

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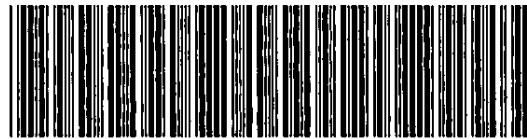
(Business Entity Name)

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ATLANTA, GEORGIA

APR 24 2014
J. BRUCE



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 2, 2014

ERNESTO LUGO
306 ALCAZAR AVE., STE. 203
MIAMI, FL 33134

SUBJECT: RED GEAR PRODUCTIONS, LLC
Ref. Number: L12000065563

We have received your document for RED GEAR PRODUCTIONS, LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please list the current name of the LLC in the highlighted area of your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Deborah Bruce
Regulatory Specialist II

Letter Number: 814A00006990

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TALLAHASSEE, FLORIDA

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**AMENDED AND RESTATED ARTICLES OF ORGANIZATION OF
RED GEAR PRODUCTIONS, LLC**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the Laws of the State of Florida, Florida Statute 608-Florida Limited Liability Company Act, providing for the information, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

**ARTICLE 1
NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be **RED GEAR, LLC** and its principal office and mailing address shall be located at 306 Alcazar Avenue, Suite 203, Coral Gables, State of Florida, 33134, but it shall have the power and authority to establish branch office at any other places as the members may designate.

**ARTICLE 2
OBJECT AND PURPOSES OF THE COMPANY**

The object and purpose of the Company and the general nature of the business it proposes to transact shall include all transactions of any or all lawful business for which limited liability companies may be formed under the laws of the State of Florida.

**ARTICLE 3
MEMBERS**

The names, participation on profits and losses and addresses of the members of this limited liability company are as follows:

Name: Miguel A. Hidalgo
Participation: 51%
Address: 2515 Swanson Ave.
Coconut Grove, FL 33133

Name: Ernesto Lugo
Participation: 35%
Address: 7510 NW 114th PL
Medley Florida 33178

Name: Gustavo Grossmann
Participation: 14%
Address: 1616 South Bayshore Dr.
Coconut Grove, FL. 33133

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**ARTICLE 4
EXERCISE OF POWERS**

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

**ARTICLE 5
MANAGEMENT**

This company shall be managed by member/managers and therefore is a member/manager-managed company. The member/managers of the company shall be Three (3), to hold office until their successors have been duly elected and qualified, or until their earlier resignation, removal from office or death. Their names and addresses follow:

Name and address:

Miguel A. Hidalgo	2515 Swanson Ave. Coconut Grove, FL 33133
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Ernesto Lugo	7510 NW 114 Medley, FL 33178
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Gustavo Grossmann	1616 South Bayshore Dr. Coconut Grove, FL 33133
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**ARTICLE 6
MEMBERSHIP RESTRICTIONS**

Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except for following:

5.1. Sale or Encumbrance Prohibited. Except as otherwise permitted in the Operating Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of with unanimous written consent of all members.

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5.2. Right of First Refusal. Notwithstanding Section 5.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

5.2.1. The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

5.2.2. For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

5.2.3. Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

5.2.4. If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 5.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must re-offer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 5.2 will again apply to the Interest proposed to be sold or conveyed.

5.2.5. Notwithstanding the foregoing provisions of Section 5.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 5.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

5.3. Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 5.4, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 5.3.

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5.3.1. Any transfer of Economic Rights pursuant to Section 5.3 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

5.4. **Death Buy Out.** Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company.

ARTICLE 7 CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$ 2,500.00. Each of the members shall contribute to the capital of the Limited Liability Company.

ARTICLE 8 PROFITS AND LOSSES

- (a) Profit sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to an equal distributive share on profits.
- (b) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, by the members in equal shares.

ARTICLE 9 DURATION

This limited liability company shall exist perpetually until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

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IN WITNESS WHEREOF, the Managing-Members have hereunto executed this Agreement as of the day and year first above written.

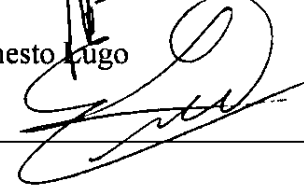
By: Gustavo Grossmann


_____, Managing Member

By: Miguel A. Hidalgo


_____, Managing Member

By: Ernesto Lugo


_____, Managing Member

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