

L13000 115612

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

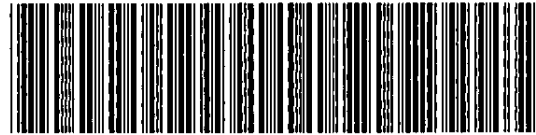
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



500248166675

08/12/13--01032--019 \*\*375.00

FILED  
13 AUG 13 PM 5:11  
CLERK OF COURT  
TALLAHASSEE, FLORIDA

AUG 15 2013

D. BUTLER

**HETZ, JONES & GOLDBERG, LLC**  
**ATTORNEYS AT LAW**

**James T. Hetz, Esq.**

Juris Doctor in Law  
Master of Laws in Intellectual Property  
Master of Business Administration

[jhetz@HetzandJones.com](mailto:jhetz@HetzandJones.com)

**1000 UNIVERSAL STUDIOS PLAZA  
BUILDING 22A, SUITE 206  
ORLANDO, FLORIDA 32819  
TEL: (407) 210-6588  
FAX: 1 (877) 539-6507**

Entertainment Law ♦ Business Law  
Intellectual Property Law  
Multimedia Law ♦ Internet Law  
Personal Injury ♦ Auto Accidents  
Wrongful Death

August 8, 2013

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

FILED  
13 AUG 13 PM 5:11  
TALLAHASSEE, FLORIDA

RE: Articles of Organization for Filing:  
*Forever Humble Publishing, LLC*  
*Forever Humble Records, LLC*  
*Forever Humble Productions, LLC*

Dear Sir or Madam:

Enclosed please find Articles of Organization for the above-referenced LLC's. Also enclosed, please find a money order in the amount of \$375.00 as payment of the filing fees for the three LLC's.

Thank you for your attention to this matter. Please feel free to contact the undersigned with any questions.

Sincerely,

  
JAMES T. HETZ, JD, LL.M, MBA  
ATTORNEY AT LAW

Enc.

**ARTICLES OF ORGANIZATION**

***FOREVER HUMBLE RECORDS, LLC***

A Florida Limited Liability Company

The undersigned, desiring to form a limited liability company under and pursuant to Chapter 608, Florida Statutes, the Florida Limited Liability Company Act, do hereby adopt the following Articles of Organization for such company:

**ARTICLE ONE**

**Name**

The name of this company shall be Forever Humble Records, LLC.

**ARTICLE TWO**

**Commencement and Duration of Existence**

This Company shall commence its existence on August 15, 2013, subject to confirmation of the filing of these Articles of Organization with the Florida Secretary of State, Division of Corporations.

The period of this Company's duration shall be perpetual, and shall survive the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member.

The fiscal year for the first year of operation of this Company shall end on December 31, 2013, and the fiscal year of this Company in all other years of its operation shall end on the 31st day of December of each calendar year.

**ARTICLE THREE**

**Address**

The street address for the principal place of business and mailing address of the Company is:

2111 West Pine St.  
Orlando, FL 32805

FILED  
13 AUG 13 PM 5:11  
CLERK OF COURT  
STATE OF FLORIDA

**ARTICLE FOUR**  
**Registered Agent and Office**

The name and street address of the initial Registered Agent and Office for this Company is as follows:

Nicholas Cunningham  
2111 West Pine St.  
Orlando, FL 32805

**ARTICLE FIVE**  
**Admission of Additional Members Terms and Conditions of such Admissions**

Additional Members shall be admitted only upon the approval and consent of the Managers of the Company, and upon the written application of such new Member in the manner set forth in the Operating Agreement of this Company. Any additional Member shall be subject to the terms of the Company's Operating Agreement.

**ARTICLE SIX**  
**Right to Continue**

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member of the Company, or the occurrence of any other event that terminates the continued membership of a Member of the Company, the Managers may continue the business of the Company.

Upon the termination of the continued membership of a Member, the business of the Company shall be continued for the benefit of all the remaining Members and for the benefit of any transferee, assignee, or beneficiary of the Member whose membership has terminated.

**ARTICLE SEVEN**  
**Management of the Company**

Initially, two (2) Managers shall manage the business of the Company, which shall be a manager-managed company. The initial Managers of this Company, two of whom shall also be Members of the Company, and who are to serve until the first annual meeting or until their successors are elected and qualify, are:

FILED  
13 AUG 13 PM 5:11  
CLERK OF DISTRICT COURT  
JANUARY 13, 2013  
ORLANDO, FLORIDA

Name

Address

Nicholas Cunningham  
Ryan Rodriguez

443 Majestic Gardens Blvd., Winter Haven, FL 33880  
2936 Vista Bella Loop, #205, Orlando, FL 32822

FILED  
18 AUG 13 PM 5:11  
RECEIVED  
CLERK OF DISTRICT COURT  
JULY 15, 2018  
ORLANDO, FLORIDA

**ARTICLE EIGHT**

**Amendment of Articles of Organization**

Any amendment to these Articles of Organization shall be on such form prescribed by the Secretary of State of the State of Florida containing such terms and provisions consistent with Chapter 608, Florida Statutes, and shall be signed and sworn to by all Members of the Company.

In the event a new Member is added by such amendment, it shall be also signed by the Member to be added.

**ARTICLE NINE**

**Regulation of the Company**

The power to adopt, alter, amend or repeal the Regulations of this Company shall be vested in the Managers of this Company. Regulations adopted by the Managers of this Company may be repealed or altered, and the Managers may adopt new Regulations.

**ARTICLE TEN**

**Informal Action of Managers**

Any action of the Managers authorized to be taken by these Articles of Organization, and the Operating Agreement adopted incident hereto, may be taken without a meeting of Members if consent in writing setting forth the action so taken shall be signed by all the Managers, and filed with the records of the Company.

**ARTICLE ELEVEN**

**Contracting Debt**

Except as otherwise provided by Law, no debt shall be contracted nor liability incurred by or on behalf of this Company except by the Managers.

FILED  
13 AUG 13 PM 5:11  
CLERK OF DISTRICT COURT  
JUDICIAL DISTRICT OF FLORIDA  
NINTH JUDICIAL CIRCUIT

**ARTICLE TWELVE**  
**Transferability of Member's Interest**

An interest of a Member of this Company may be transferred or assigned to such extent and in the manner permitted in the Operating Agreement. Upon such transfer or assignment, or upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member of the Company, or the occurrence of any other event which terminates the continued membership of a Member of the Company, being duly evidenced to the Managers of this Company, the assignee, transferee, or beneficiary shall be recorded as a Member of this Company and shall be entitled to receive the share of profits or other compensation by way of income, and the return of contributions to which that Member otherwise would be entitled.

**ARTICLE THIRTEEN**  
**Withdrawal or Reduction of Member's Contribution of Capital**

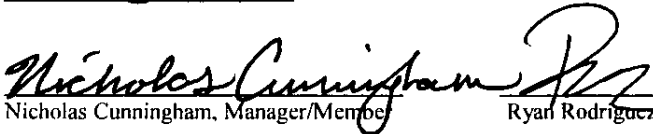
A Member shall not receive out of the Company's property any part of his, her or its contribution to capital until all liabilities of the Company, except liabilities to Members on account of their contributions to capital, have been paid or sufficient property of the Company is available to pay them. A Member shall be entitled to the return of his or its contribution only from distributions of gross proceeds of the Company, and to his, her or its equity sharing distributions, in the manner provided for in the Operating Agreement.

**ARTICLE FOURTEEN**  
**Operating Agreement**

There shall be an Operating Agreement limiting the number of Members of this Company, setting forth the conditions for becoming a Member of this Company, setting forth the terms and conditions pursuant to which this Company shall be capitalized by contributions of capital and/or services of Members, and providing for the manner in which capital contributions shall be returned, as well as the manner of profit sharing between Members of this Company. The structure, terms, and conditions of the Operating Agreement shall be approved by the Managers of this Company prior to the acceptance by this Company of any capital contribution. Upon the acceptance of any capital contribution by this Company, the structure, terms, and conditions of the Operating Agreement may only be modified with the written consent of all Managers.

**EXECUTION OF ARTICLES OF ORGANIZATION**

IN WITNESS of the foregoing Articles of Organization of this Florida Limited Liability Company, Forever Humble Records, LLC, the undersigned as Managers/Members, have hereunto set his and/or her hand and seal this the 26<sup>th</sup> day of June, 2013.

  
Nicholas Cunningham, Manager/Member

  
Ryan Rodriguez, Manager

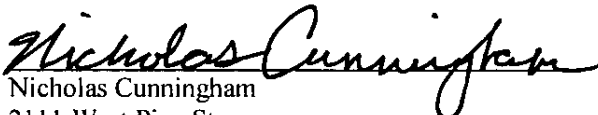
FILED  
13 AUG 13 PM 5:12  
CLERK OF COURT  
JUDICIAL CIRCUIT IN AND FOR  
THE COUNTY OF ORANGE, FLORIDA

**DESIGNATION AND ACCEPTANCE OF REGISTERED AGENT**

***Forever Humble Records, LLC***

Having been named as Registered Agent and to accept service of process for the Florida Limited Liability Company, Forever Humble Records, LLC, Nicholas Cunningham hereby accepts the appointment as Registered Agent and agrees to act in this capacity.

Nicholas Cunningham further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and Nicholas Cunningham is familiar with and accepts the obligations of its position as Registered Agent.

  
Nicholas Cunningham  
2111 West Pine St.  
Orlando, FL 32805  
REGISTERED AGENT  
Forever Humble Records, LLC