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18 MAR 22 AM 10:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

N CULLIGAN

MAR 28 2018

**WHISENAND & TURNER**

PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

SUITE 602

501 BRICKELL KEY DRIVE

MIAMI, FLORIDA 33131

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March 20, 2018

Via FedEx

New Filing Section

Division of Corporations

Clifton Building

2661 Executive Center Circle

Tallahassee, FL 32301

(850) 245-6052

RE: Filing of Articles of Organization of Soundslinger Live Events, LLC

Dear Sir or Madam,

The enclosed Articles of Organization of Soundslinger Live Events, LLC are submitted for filing. Enclosed also please find a Whisenand & Turners, P.A. check (number 18151) in the amount of \$125.00 to cover the filing fees. Additionally, if at all possible, could you kindly make the effective date March 20<sup>th</sup>, 2018.

If you have any questions you can contact me or my colleague Alan Lemura at (305) 375 - 8484.

Kind Regards,



Veronica Barducci

Enclosures.

**Articles of Organization of  
Soundslinger Live Events, LLC  
a Florida Limited Liability Company**

**FILED**  
**18 MAR 22 AM 10:18**

The undersigned certifies that it has organized itself for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, and immunities of limited liability companies for profit. The undersigned declares that the following Articles shall serve as the Charter and authority for the conduct of business of the Company.

**ARTICLE I - Name**

The name of the Company is Soundslinger Live Events, LLC, organized to operate as a limited liability company pursuant to Chapter 605, Florida Statutes.

**ARTICLE II - Address**

The mailing address of the Company is: 78 SW 7<sup>th</sup> Street, Suite 500, Miami, Florida 33130.

The street address of the principal office of the Company is: 78 SW 7th Street, Suite 500, Miami, Florida 33130.

**ARTICLE III - Registered Agent and Registered Agents Office**

The name and the Florida street address of the initial registered agent is: National Registered Agents, Inc.; 501 Brickell Key Drive, Suite 602, Miami, Florida 33131.

**ARTICLE IV - Purpose**

The Company is organized for the purpose of transacting any or all lawful business for which any Limited Liability Company may be organized under the laws of the United States and the Florida Limited Liability Company Act, and to engage in any business or transaction deemed necessary, convenient or incidental to carrying out any of such business within or without the United States.

**ARTICLE V- Capital**

(a) Initial Capital contribution. An initial capital contribution in the amount of \$500.00 cash shall be paid to the Company by Veronica Barducci, the organizing member, and Manager.

(b) Maintenance. Capital accounts shall be maintained in accordance with the provisions of the Company's Operating Agreement, as amended from time to time.

(c) Additional Contributions. Additional contributions will be made as required for investment purposes, pursuant to the terms of the Company's Operating Agreement, as amended from time to time.

**ARTICLE VI - Management:**

The Company shall be Manager-Managed. Management is reserved to the following manager and/or member ("Manager") who is authorized to bind the Company without the approval of other members:

<u>Name</u>	<u>Address</u>
Veronica Barducci	c/o 501 Brickell Key Drive, Suite 602, Miami, FL 33131

The Manager shall be an authorized agent of the Company for the purpose of its business, and the act of the Manager, including the execution of any instrument in the Company name for apparently carrying on in the usual way the business of the company shall bind the Company.

The management of the Company may be changed from time to time as provided in writing in the Company's Operating Agreement, to reflect the admission of a new member and his/her contributions to the capital of the company.

#### **ARTICLE VII - Manager-Conflicts of Interest**

No contract or other transaction between the Company and its managers, or between the Company and any other corporation, firm, association or other entity in which one or more of the managers are managers or officers, or are financially interested, shall be either void or voidable because of such relationship or interest or because such manager or managers are present at a meeting of the members or managers or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or her votes are counted for such purpose, if:

1. The fact of such relationship or interest is disclosed, or a duly empowered committee thereof, which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for such purpose without counting the vote or votes of such interested manager or managers; or
2. The fact of such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or
3. The contract or transaction is fair and reasonable as to the Company at the time it is authorized by the Board, committee or the members.

The interested managers and/or members may be counted in determining the presence of a quorum at a meeting of the members or managers or a committee thereof which authorizes, approves or ratifies such contract or transaction.

#### **ARTICLE VIII – Formation and Powers**

(a) Liability. No member will be personally liable for the obligations of the Company.

(b) Powers. The Company shall have all of the corporate powers enumerated in the Florida Limited Liability Company Act, including sue, be sued, and defend in its name; purchase, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal with real or personal property or any legal or equitable interest in property, wherever located; sell, convey, mortgage, grant a security interest in, lease, exchange, and otherwise encumber or dispose of all or a part of its property; purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, grant a security interest in, or otherwise dispose of and deal in and with, shares or other interests in or obligations of another entity; make contracts or guarantees or incur liabilities; borrow money; issue notes, bonds, or other obligations, which may be convertible into or include the option to purchase other securities of the limited liability company; or make contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the purposes, activities, and affairs of the limited liability company; select managers and appoint officers, directors, employees, and agents of the limited liability company, define their duties, fix their compensation, and lend them money and credit; and grant, hold, or exercise a power of attorney, including an irrevocable power of attorney.

#### **ARTICLE IX - Indemnification**

Any person made a party, or threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or in the right of the Company, brought to impose any liability or penalty on such person for any act or acts alleged to have been committed (including alleged omissions or failures to act) by such person in his or her capacity as manager, officer, employee, or agent of the Company, or of any other Corporation, partnership, joint venture, trust, or other enterprise which he or she served as such at the request of the Company, shall be indemnified by the Company, unless the conduct of such person is

finally adjudged to have been grossly negligent or to constitute willful misconduct, against judgments, fines, reasonable amounts paid in settlement, and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action, suit, or proceeding, including any appeal thereof. The Company shall pay such expenses, including attorney's fees, in advance of the final disposition of any such action, suit or proceeding upon receipt of an undertaking satisfactory to the Management Committee by or on behalf of such person to repay such amount, unless it shall ultimately be determined that he or she is entitled to indemnification by the Company for such expense. Indemnification hereunder shall continue as to a person who has ceased to be a manager, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person. The Management Committee may authorize the purchase and maintenance of insurance on behalf of any person who is or was a manager, officer, employee, or agent of another company, partnership, limited partnership, joint venture, trust, or other enterprise against liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability hereunder.

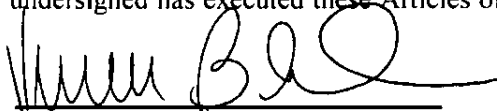
#### **ARTICLE X - Fiscal Year**

The fiscal year of the Company shall be based on the calendar year, ending on the 31<sup>st</sup> day of December of each year unless changed pursuant to the terms of the Company's Operating Agreement, as changed from time to time.

#### **ARTICLE XI - Duration**


The duration of the Company is perpetual, unless sooner liquidated or dissolved in accordance with law.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 20<sup>th</sup> day of March, 2018.

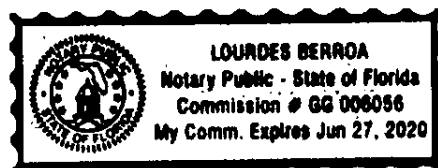
  
Veronica Barducci, Manager

STATE OF FLORIDA                     )  
  ) SS:  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me by Veronica Barducci, who is personally known to me, this 20<sup>th</sup> day of MARCH, 2018.

By:   
LOURDES BERROA, Notary Public

My Commission Expires:



**CONSENT TO APPOINTMENT BY 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 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 605, F.S..

Signature: \_\_\_\_\_


Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Day Tel: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Signature:   
Date: 3/20/18  
Print Name: Alan Lemura  
Day Tel: 305 375 8484  
Title: Vice president, National Registered Agents, Inc.  
Email: L6@w-tgroup.com

FILED  
18 MAR 22 AM 10:10  
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TALLAHASSEE, FLORIDA