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CUSTOMER NO: 89365A

CUSTOMER: Christopher R. Qualmann, Esq
CHRISTOPHER R. QUALMANN, P.A.
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Suite 400
101 Southhall Lane
Maitland, FL 32751

FILED
99 APR 29 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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APR 23 PM 3:23

OFFICE OF THE
CLERK OF THE
TALLAHASSEE, FLORIDA

DOMESTIC FILING

NAME: BENN COHEN'S KICKBOXING
AEROBICS, LLC

EFFECTIVE DATE:

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☒ ARTICLES OF INCORPORATION
☐ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

Name	_____	CERTIFIED COPY
Availability	_____	PLAIN STAMPED COPY
Document	_____	CERTIFICATE OF GOOD STANDING
Examiner	CONTACT PERSON: James Guy	
Updater	DCC	
Updater	DCC	
Verifier	DCC	
Acknowledgement	DCC	
W. P. Verifier	DCC	

EXAMINER'S INITIALS: _____

① mailing address

L99000002486

W99000010148



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 30, 1999

JAMES GUY
CSC
TALLAHASSEE, FL 32301

SUBJECT: BENN COHEN'S KICKBOXING AEROBICS, LLC
Ref. Number: W99000010148

We have received your document for BENN COHEN'S KICKBOXING AEROBICS, LLC and your check(s) totaling \$337.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain both the street address of the principal office and the mailing address of the limited liability company.

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) 487-6913.

Diane Cushing
Corporate Specialist

Letter Number: 199A00023129

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SEVEN THIRTY EIGHT STATE
IN LIAISON FLORIDA

**ARTICLES OF ORGANIZATION
OF
BENN COHEN'S KICKBOXING AEROBICS, LLC**

APRIL 28, 1999

\$80,000.00 In Limited Liability Company Membership Interests

Minimum Membership Contribution \$ 5,000.00

A Limited Liability Company to be formed
to finance the production, marketing
and distribution of an instructional video package
currently entitled

"BENN COHEN'S KICKBOXING AEROBICS"

These Limited Liability Company interests are offered pursuant to exemptions from registration under Federal and Florida law. Neither the Securities Exchange Commission nor any other Federal or State agency has passed upon the merits of these Limited Liability Company interests, nor has any agency passed upon the accuracy of any offering circular or other selling literature.

SUMMARY OF THE LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

The following summary of the Limited Liability Company ("LLC") Articles of Organization is qualified in its entirety by the information appearing elsewhere in these Articles of Organization and in a detailed budget (attached hereto) prepared in connection with the production of the video described in this document.

Managers of the LLC

Benn Cohen
554 Hardwood Place
Lake Mary, FL 32807

Charles J. Vest
5900 Auvers Blvd. #208
Orlando, FL 32807

Brandon Burkey
616 Renaissance Pl., Apt. 306
Altamonte Springs, FL 32714

Producers of the Production

Benn Cohen
554 Hardwood Place
Lake Mary, FL 32807

Charles J. Vest
5900 Auvers Blvd. #208
Orlando, FL 32807

Brandon Burkey
616 Renaissance Pl., Apt. 306
Altamonte Springs, FL 32714

Creator of the Production

Benn Cohen
554 Hardwood Place
Lake Mary, FL 32807

LLC Formation

The LLC has been formed for the purpose of raising funding and producing a multi-volume instructional video package based upon a concept created by Benn Cohen currently entitled "Benn Cohen's Kickboxing Aerobics".

LLC Existence

The LLC will have perpetual existence unless dissolved by operation of law, or as a result of other events more specifically described in Section XVI of these Articles of Organization.

Compensation to Producers

The Producers/Managers shall receive certain flat fees from the production budget for various production services (see the "Detailed Budget").

Additionally, the Producers/Managers shall receive a portion of the proceeds from the sale of the production through the LLC's direct-response marketing at the retail price of \$54.99 (see the "Breakdown of Retail Price", attached hereto), or at any other retail price, and from any wholesale or third party distribution deals in connection with the production.

Compensation to Creator

The compensation to the Creator for licensing the production to the LLC is included within the compensation to the Producers/Managers, referenced above.

LLC Managers' Objectives

The LLC Managers intend to raise funding in connection with the production of the instructional video currently entitled "Benn Cohen's Kickboxing Aerobics". The managers intend to produce, distribute and exploit the production, and to exploit ancillary rights in connection therewith. Furthermore, the managers' objectives are to preserve and protect the LLC's original capital and to generate cash distributions to LLC investing members in excess of their investments in the LLC.

There is no assurance that such objectives will be obtained.

Rights in the Production

The Creator has assigned to the producers the exclusive right in perpetuity to produce the production

Capitalization

\$80,000.00 (See "Detailed Budget")

Management of LLC

The Managers (hereinafter the "managing members") will manage and control the affairs of the LLC.

Allocation of Income, or Losses and Distributions

The LLC's net income from the sale of the production shall be allocated in accordance with the "Breakdown in Retail Price", attached hereto.

The LLC investing members, collectively, shall receive the total sum of \$8.00 from the sale of each copy of the production sold for the retail price of \$54.99, through the LLC's direct-response marketing, commencing with the first copy sold.

Each LLC investing member shall receive that proportion of the aforesaid \$8.00 from sale of each copy of the production as the amount of his contribution bears to the sum of \$80,000.

In the event the managing members decide, in their reasonable, prudent, good faith business judgment, to sell the production through the LLC's direct-response marketing for a retail price of less than \$54.99, the investing members' collective sum of \$8.00 from the sale of each copy of the production shall be reduced in a pro rata fashion to the discounted retail price of the production.

Furthermore, in the event the managing members decide, in their reasonable, prudent, good faith business judgment, to enter into a "wholesale" deal for the sale of the production (such as an exclusive agreement with a store such as Target, Wal-Mart, etc.), or a third-party distribution deal, the managing members shall pay to the investing members, collectively, a sum equal to thirty percent (30%) of the net proceeds paid to the LLC from any such wholesale or distribution deal.

The managing members reserve the right for any reason whatsoever to pay to individual investors, persons rendering services to the LLC and others, an additional participation in the proceeds from the sale of the production, solely from the managing members' share of such proceeds.

**Purchase and Deposit
Arrangements; Immediate Use
of Contributions**

Contributions to the LLC shall be deposited in a financial institution in Orange or Seminole County, Florida. The managing members shall have the right to immediately use an individual LLC investing member's contribution immediately upon the deposit of such contribution with the LLC. In the event of abandonment of LLC activities at any time, that portion of the LLC investing members' contributions which have not been used for production expenses (or are not necessary to cover any outstanding debts for such expenses) will be returned to the LLC investing members in a pro rata amount without interest thereon.

There may be material risks to the LLC investing members in authorizing the immediate use of cash contributions.

LLC Articles of Organization

The LLC's Articles of Organization are set forth in their entirety and are attached hereto. Various references to said Articles in this summary do not purport to be complete and are qualified in their entirety by reference to the text of the agreement.

Associated Professionals

Christopher R. Qualmann, Esquire
924 Delaney Avenue
Orlando, Florida 32806
Telephone: (407) 667-4733
Facsimile: (407) 667-4726
Counsel for the Managers/Producers

A qualified firm of independent public accountants shall be selected by the managing members to serve as the LLC's auditors.

**ARTICLES OF ORGANIZATION FOR
BENN COHEN'S KICKBOXING AEROBICS, LLC**

**A Florida Limited Liability Company
554 Hardwood Place
Lake Mary, Florida 32746**

FILED
99 APR 29 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I. NAME OF LLC

The name of the LLC shall be BENN COHEN'S KICKBOXING AEROBICS, LLC (hereinafter referred to as the "LLC").

II. PRINCIPAL PLACE OF BUSINESS OF LLC

The principal place of business of the LLC (until such time that the managing members determine otherwise) shall be 554 Hardwood Place, Lake Mary, Florida 32746. This is also the mailing address of the LLC.

III. DURATION OF LLC

The LLC shall have perpetual duration unless dissolved in accordance with Article XVIII of these Articles of Organization.

IV. MANAGEMENT OF LLC

The LLC shall be managed by a board of managers (hereinafter "managing members of the LLC"), and the names and addresses of such managing members are:

Benn Cohen
554 Hardwood Place
Lake Mary, FL 32807

Charles J. Vest
5900 Auvers Blvd. #208
Orlando, FL 32807

Brandon Burkey
616 Renaissance Pl., Apt. 306
Altamonte Springs, FL 32714

V. BUSINESS OF THE LLC

The LLC shall be formed for the purpose of engaging in the business of producing, marketing, and commercially exploiting a multi-volume instructional video package (hereinafter referred to as the "production") in any and all media now known or hereafter devised, currently entitled "Benn Cohen's Kickboxing Aerobics".

Furthermore, this LLC shall have all of the powers enumerated in Florida Statutes (as they now exist and may hereafter be amended) which pertain to the formation and operation of limited liability companies, including, without limitation and only by illustration, the following:

(a) To have a seal, which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed, affixed, or in any other manner reproduced.

(b) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property or any interest therein, wherever situated.

(c) To sell, convey, mortgage, pledge, create security interests in, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

(d) To lend money to and use its credit to assist its officers and employees.

(e) To file for, perfect, purchase or otherwise acquire letters patent, copyrights, trademarks, or service marks (hereinafter collectively referred to as "Intellectual Property"), concessions, licenses, inventions, rights and privileges, subject to royalty or otherwise, and whether exclusive, non-exclusive, or limited, or any part interest in any of the foregoing, whether in the United States or in any other part of the world; to sell, let, or otherwise grant any Intellectual Property rights, concessions, licenses, inventions, rights or privileges or any interest in any thereof; to register any copyrights, trademarks, service marks, patent or patents for any invention or inventions, or obtain exclusive or other privileges in respect of the same, in any part of the world, and to apply for, exercise, use or otherwise deal with any patent rights, concessions, monopolies, or other rights or privileges either in the United States or in any other part of the world; to manufacture and produce, and trade and deal in all machinery, plant, articles, appliances, and other things capable of being manufactured, produced or traded in by virtue of or in connection with any such letters patent, concessions, licenses, inventions, rights, or privileges as aforesaid.

(f) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise sell and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, memberships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof.

(g) To aid in any manner any corporation, stock company, association, trust, trustee, government or governmental entity, or other person or entity whatsoever, whose stock, bonds, or other obligations or securities of any kind or character are held or are in any manner guaranteed by it, and to do any other acts or things for the preservation, protection or improvement or enhancement of the value of any property or rights or interests in property of any kind or character owned or held by it, and to do any acts or things, or refrain from doing any acts or things, designed for any such purpose.

(h) To make contracts and guarantees and incur liabilities, borrow money at such rates of interest as its Board of Directors may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises, and income.

(i) To enter into, make, receive assignments of, grant assignments of, and perform contracts of every nature and kind for any lawful purpose.

(j) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(k) To conduct its business, carry on its operations, and have offices and exercise the powers granted by Florida Statutes or by other applicable law within or without the State of Florida.

(l) To elect or appoint officers and agents and define their duties and fix their compensation.

(m) To make and alter bylaws, not inconsistent with its articles of organization or with the laws of the State of Florida, for the administration and regulation of its affairs.

(n) To promote, by all proper and legitimate agencies and means, education and educational institutions generally, and any and all charitable, religious, scientific and educational movements, purposes or causes; to make gifts and donations for the public welfare or for charitable, religious, scientific or educational purposes.

(o) To dedicate to the public or to any governmental entity or other entity whatsoever for any public or other purpose any of its real or personal property or any interest therein.

(p) To transact any lawful business which its managing members shall find will be in aid of governmental policy.

(q) To pay pensions and establish pension plans, profit sharing plans, stock bonus plans, stock option plans, and other incentive plans for any or all of its directors, officers, and employees and for any or all of the directors, officers, and employees of its subsidiaries.

(r) To be a promoter, incorporator, general partner, limited partner, member, associate, or manager of any corporation, membership, limited membership, joint venture, trust, or other enterprise.

(s) To have and exercise all powers necessary or convenient to effect its general purpose.

VI. CONTRIBUTIONS - MANAGING MEMBERS

The managing members shall not be required to make a cash contribution to the capital of the LLC.

VII. CONTRIBUTIONS - LLC INVESTING MEMBERS

(a) Contribution to Capital: Each LLC investing member, as his or her respective share, shall contribute to the capital of the LLC as follows:

David Le Pach	20,000.00	Steven Feinberg	5,000.00
Benn Cohen	5,000.00	Brenda Kempton	5,000.00
Peter Karp	5,000.00	Gary Burkey	10,000.00
Elaine Reino	5,000.00	Frederick Vest	5,000.00
Bill Perno	5,000.00	George Apastalikas	5,000.00
Bruce Gould (c/o 27/SSH Corp.)	10,000.00		

Contributions by additional LLC investing members shall be specified in a supplement to these Articles of Organization (and/or in a supplement to the "Affidavit of Membership and Contributions", attached hereto).

(b) Receipt of Contributions: Receipt of the capital contributions of each of the LLC investing members, as above specified, is acknowledged by the LLC and its members.

(c) Additional Contributions: No LLC investing member has agreed to contribute as capital any additional cash or property.

VIII. DUTIES AND RIGHTS OF MANAGING MEMBERS AND POSSIBLE CONFLICTS OF INTEREST

(a) Managing Members: Services Rendered and Conflicts of Interest: The managing members will render services customarily and usually rendered by producers of instructional video productions and will devote as much time thereto as may be reasonably necessary. However, the individuals comprising the managing members may be engaged in other businesses, some of which may involve the physical fitness, media production, and other related industries. Conflicts of interest may arise in managing the affairs of the LLC and such other businesses with respect to the allocation of the managing members' time between such other business and the LLC. While the managing members will devote as much of its time as is reasonably required, the managing members could have conflicts of interest in allocating management time, services and functions between the existing LLC and any future entity which they may organize, as well as others business ventures in which they may be involved. The managing members believe they have the resources to be fully capable of discharging their responsibilities to the LLC and any other such businesses.

(b) Managing Members: Salary and Net Profit Participation: For time devoted to the business of this LLC, the managing members shall receive certain salaries more specifically described in a "Detailed Budget", attached hereto. Additionally, the managing members shall collectively receive a portion of the proceeds from the sale of each unit of the production sold through the LLC's direct-response marketing at the retail price of \$54.99 (more specifically described in the "Breakdown of Retail Price", attached hereto), and at any other retail price selected by the managing members.

IX. CAPITALIZATION OF THE LLC; CONTRIBUTION BY, AND PAYMENTS TO LLC INVESTING MEMBERS; MANAGING MEMBERS' RIGHT TO IMMEDIATE USE OF INVESTMENT PROCEEDS

(a) Capitalization: The LLC will be capitalized at Eighty Thousand Dollars (\$80,000). LLC investing members will make the entire capital contribution for which they will receive, collectively, certain sums more specifically described in Section IX(c), below. The managing members need make no financial contribution to the LLC, but will receive certain flat salaries (see "Detailed Budget") and a portion of the proceeds from each unit of the production, (see "Breakdown of Retail Price"). If, and to the extent, any managing members invests his own funds in the LLC, he will become an investing as well as a managing member and will receive, in addition to his flat salary and share of proceeds from the sale of the production as a managing member, his proportionate share of the LLC investing members' share of the proceeds from the sale of the production. If there are no proceeds from the sale of the production, LLC investing members will bear the entire risk of loss to the extent of their respective contributions. Any losses in excess of the amount will be borne by the LLC.

(b) Contribution by LLC Investing Members: The amount to be raised hereunder is Eighty Thousand Dollars (\$80,000.00) and the minimum fixed amount that each individual LLC investing member must contribute is \$5,000.00. The managing members, in their discretion, may accept an investment of a lesser amount. All offers to subscribe to Limited Liability Company interests are subject to acceptance by the managing members. Contributions must be paid either by cash, cashier's check or money order at the time of signing the Limited Liability Company subscription letter and will be kept in a special bank account in trust until expended for production, distribution or marketing expenses relating to the production, or returned to the LLC investing members. It is presently intended that the account will be at a financial institution in either Orange or Seminole County, Florida. The managing members will be the trustees of said account.

(c) Payments to LLC Investing Members:

i. From Direct-Response Marketing (Normal Retail Price): The LLC investing members, collectively, shall be paid the total sum of \$8.00 from the sale of each copy of the production sold through the LLC's direct-response marketing efforts for the retail price of \$54.99, commencing with the first copy sold. Each LLC investing member shall receive that proportion of the aforesaid \$8.00 from sale of each copy of the production as the amount of his contribution bears to the sum of \$80,000. A minimum investment of Five Thousand Dollars (\$5,000.00) will entitle a LLC investing member to a one-sixteenth (1/16) share of the \$8.00 collectively paid to the investing members from the sale of each unit of the production sold at the retail price of \$54.99, or \$.50 per unit.

ii. From Direct-Response Marketing (Discounted Retail Price): In the event the managing members decide, in their reasonable, prudent, good faith business judgment, to sell the production through the LLC's direct-response marketing for a retail price of less than \$54.99, the investing members' collective sum of \$8.00 from the sale of each copy of the production shall be reduced in a pro rata fashion to the discounted retail price of the production.

iii. From Wholesale or Third Party Distribution Deals: Furthermore, in the event the managing members decide, in their reasonable, prudent, good faith business judgment, to enter into a "wholesale" deal for the sale of the production (such as an exclusive agreement with a store such as Target, Wal-Mart, etc.), or a third-party distribution deal, the managing members shall pay to the investing members, collectively, a sum equal to thirty percent (30%) of the net proceeds paid to the LLC from any such wholesale or distribution deal.

(d) Managing Members' Right to Immediate Use of LLC Investing Members' Contributions: The managing members shall have the right to immediately use an individual LLC investing member's contribution for production, distribution or marketing expenses relating to the production prior to the full capitalization of the Limited Liability Company. As a prerequisite to investing in the Limited Liability Company, each LLC investing member shall authorize in writing the immediate use of his contribution for such expenses. In the event of abandonment of the business of the Limited Liability Company by the managing members prior to December 31, 1999, that portion of the LLC investing members' contributions which have not been used for such production, distribution or marketing expenses (or which are not necessary to cover any outstanding debts for such expenses) will be returned to the LLC investing members in a pro rata amount without interest thereon. If additional funds are needed for the production, marketing or distribution of the video production, the managing members may advance or borrow funds, to be repaid prior to the return of the LLC investing members' contributions, without reducing the respective percentage interests of the LLC investing members.

(e) Maximum Liability of Investing Members: The LLC investing members shall at no time become liable for any obligations or losses of the LLC beyond the amount of their respective capital contributions.

X. USE OF INVESTMENT PROCEEDS

The present estimated allocation of investment proceeds is contained in a "Detailed Budget" attached hereto, and by this reference made a part of these Articles of Organization.

XI. RIGHT TO OBTAIN NEW INVESTING MEMBERS OF LLC AND ADDITIONAL FINANCING

The managing members reserve the unrestricted right to obtain new investing members of the LLC, and to pay such investing members (as well as other persons rendering services to the production) an additional participation in the proceeds from the sale of the production, solely from the managing members' share of the proceeds, for any reason whatsoever. If the managing members believe that additional funds are necessary for the production, marketing and distribution of the production, the managing members shall have the right in their sole discretion, to advance or to cause to be advanced or to borrow in the LLC's name, the amount they deem necessary. Any monies so advanced, or caused to be advanced, or borrowed, may have to be repaid prior to the repayment to the LLC investing members of their contributions.

In addition, the managing members may, at their discretion, enter into agreements providing for deferred compensation, obtain advances from any distributor of the production, and cause the LLC to enter into a joint venture or co-production arrangement(s) on such terms as the managing members may approve, or agree to share with others their share of profits or their power to make decisions in connection with the production.

XII. ACCOUNTING

(a) Books of Account to be Kept: At all times during the continuance of the LLC, the managing members shall keep or cause to be kept full and faithful books of account in which shall be entered each transaction of the LLC. All of the books of account shall at all times be open to the inspection and examination of the LLC investing members, or their representatives. Such books shall be balanced and closed at the end of each fiscal year, and at any other time at the discretion of the managing members.

(b) Method of Accounting: All accounts of the LLC shall maintained pursuant to generally accepted methods of accounting.

(c) Calendar Year Basis: The profits and losses of the LLC and its books of account shall be maintained on a calendar year basis until otherwise determined by the managing members.

(d) Place Where Books to be Kept; Inspection: The LLC books of account shall be kept at the principal place of business of the LLC, and shall be open for inspection by any managing member or investing member at all reasonable times during regular business hours and upon reasonable notice.

(e) Accounts for Members: An account shall be maintained on the LLC books on behalf of each managing member and investing member. The accounts shall reflect the capital contributions made by investing members to the LLC, and shall further reflect the sums earned by the managing and investing members from the sale of the production.

XIII. SUBSTITUTIONS, ASSIGNMENTS AND ADMISSION OF ADDITIONAL MEMBERS

(a) Substitution for LLC Investing Member; Sale or Assignment of Interest: No LLC investing member may, without the written consent of all the other members, substitute a partner in his or her stead.

(b) Additional Managing or Investing members: Additional managing or investing members may be admitted to the LLC on such terms as may be agreed upon in writing between the managing members and such new members. The terms so agreed on shall constitute an amendment of this LLC agreement.

XIV. TERMINATION OF INTEREST OF LLC INVESTING OR MANAGING MEMBER; RETURN OF CAPITAL CONTRIBUTIONS

(a) Termination of Interest: The interest of any LLC investing or managing member may be terminated by:

- i. Dissolution of the LLC for any reason as provided herein;
- ii. Agreement of all members; or,
- iii. Consent of the personal representative of a deceased LLC investing or managing member and all of the remaining members.

(b) Payment on Termination: On the termination of the interest of a LLC investing or managing member, there shall be payable to such member, or to his or her estate, the value of his or her interest, as determined by Article XV(c), below, as of the date of termination. Such payment shall be made within six (6) months of the LLC investing member's interest.

(c) Value of LLC Member's Interest: The value of a LLC investing or managing member's interest in the LLC shall be computed by (1) adding the totals of (a) his or her account with the LLC, and (b) any other amounts owed to him or her by the LLC; and (2) subtracting from the sum of the above totals the sum of the totals of all amounts owed by him or her to the LLC. For the purposes of valuation, it is agreed that the good will of the LLC business, as well as other intangible items, shall not be valued.

XV. TERM OF LLC; DISSOLUTION

(a) Term; Dissolution: The LLC term shall commence upon the filing of these Articles of Organization with the Florida Department of State, and shall continue thereafter for an unstipulated time ending:

- (i) On the dissolution of the LLC by law;
- (ii) On dissolution at such time as decided by the managing members, or at such time that the managing members have abandoned the idea of any further LLC activities; or
- (iii) On dissolution at the close of the month following the qualification and appointment of the personal representative of the managing members, upon the death of the managing members.

(b) Liquidation of Assets of the LLC: Upon the dissolution of the LLC, and abandonment of intention of all further LLC activities, the assets of the LLC shall be liquidated as promptly as possible and the cash proceeds shall be applied as follows:

(i) To the payment of all debts, taxes, obligations and liabilities of the LLC, and the necessary expenses of liquidation. Where there is a contingent debt, obligation or liability, a reserve shall be set up to meet same, and if and when said contingency shall cease to exist, the monies, if any in said reserve shall be distributed as provided for hereinbelow;

(ii) To the repayment of the cash capital contributed by the LLC investing members (if any shall then remain unpaid), or such portion thereof as can be paid out of the assets of the LLC then remaining, said LLC investing members to share in proportion to their respective cash contributions if the said assets shall not be sufficient to pay such contributions in full.

(iii) The surplus, if any of said assets then remaining shall be divided among the LLC investing members and managing members in the proportion that they share in the proceeds from the sale of the production.

(iv) In liquidating the assets of the LLC, all physical assets of a salable value shall be sold at such price and terms as the managing members in good faith, deems fair and equitable. Any LLC investing member or the managing members, or any LLC, corporation or other firm in which they, or any of them, are in any way interested may purchase said assets at such sale. Only physical assets need be sold.

(v) If any repayment of contributions or distribution of proceeds from the sale of the production shall have been made prior or subsequent to the termination date of the LLC and, at any time subsequent thereto, there shall be any unpaid debts, taxes, liabilities or obligations of the LLC, and the LLC shall not have sufficient assets to meet them, then each LLC investing member and managing member shall be obligated to repay to the LLC such an amount not in excess of the capital so returned to him, as the managing members deem necessary for such purpose and may demand. In such event, the LLC investing members and managing members shall first repay any net profits theretofore distributed to them, such repayment by them to be made in proportion to the amounts of the proceeds from the sale of the production distributed to them, respectively. If such distributed proceeds are insufficient, the LLC investing members shall return contributions of capital which may have been repaid to them, such return by the LLC investing members to be made in proportion to the amounts of the contributions that may have been so repaid to them, respectively. All such repayments by the LLC investing members shall be made promptly after receipt by each LLC investing member from the managing members requesting such repayment.

XVI. PURCHASE AND DEPOSIT ARRANGEMENTS; IMMEDIATE USE OF PROCEEDS

Contributions to the LLC will be deposited in a special account with a financial institution in either Orange or Seminole County, Florida. The LLC shall have the right to immediately use a LLC investing member's contribution upon the deposit of such contribution with the LLC. In the event of abandonment of LLC activities prior to December 31, 1999, that portion of the LLC investing members' contributions which have not been used for production, distribution or marketing expenses for the production (or are not necessary to cover any outstanding debts for such expenses) will be returned to the LLC investing members in a pro rata amount without any interest thereon. LLC investing members shall have no right to demand and receive property other than cash in return for their contributions.

XVII. POWER OF ATTORNEY

Each LLC investing member makes, constitutes and appoints the managing members his true and lawful attorneys-in-fact in his name, place and stead, to make, execute, sign, acknowledge and file:

(a) Any documents or certificates required to be filed in accordance with the formation and operation of the LLC, pursuant the laws of the State of Florida, and any amendments thereto;

(b) A Certificate of Dissolution of Doing Business as the LLC; and

(c) Such other instruments as may be necessary or deemed desirable by said attorneys-in-fact, upon the termination of the LLC.

XVIII. RISK FACTORS

To induce the managing members to accept the contributions by the LLC investing members, each LLC investing member has been advised of, and understands the legal implications of the following risk factors associated with this Limited Liability Company opportunity:

(a) The LLC investing members have had full and complete access to all material information regarding this Limited Liability Company opportunity including, but not limited to, access to all material books and records of the managing members and all material contracts and documents (as such books, records, contracts and documents relate to the proposed transaction), and an opportunity to question and receive answers from the managing members and their associates concerning this terms and conditions of this investment, and such questions have been answered to the full satisfaction of the LLC investing members.

(b) The LLC investing members have relied only on the foregoing information and documents in determining whether to make this investment and that, to the extent necessary, the LLC investing members have obtained and relied upon appropriate professional advice in regard to this investment, tax and legal merits or consequences of this investment.

(c) Except as set forth in these Articles of Organization and attachments thereto, no representations or warranties have been made to the LLC investing members by the managing members or by any agent, employee or affiliate of the managing members, and in entering into this transaction the LLC investing member is not relying upon any information other than that contained in this Articles of Organization, and the results of the LLC investing members' own independent investigation.

(d) The LLC investing members do not intend or anticipate this investment will be a source of income upon which they are to rely for their livelihoods. The LLC investing members are able to bear the substantial economic risks of this investment, and at the present time can afford a complete loss of such investment.

(e) The LLC investing members have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Limited Liability Company.

(f) The LLC investing members understand that the Limited Liability Company opportunity herein has not been registered under the Federal Securities Act or with any State Securities Agency in reliance on an exemption thereunder or transactions not involving any

public offering, that the investment has not been approved or disapproved by the Securities and Exchange Commission or by any other federal or state agency, and that no such agency has passed on the accuracy or adequacy of the disclosures made in these Articles of Organization.

(g) The LLC investing members are aware that no federal or state agency has made any finding or determination in regard to the above-referenced investment, nor any recommendation or endorsement, of said investment.

(h) The LLC investing members are acquiring these Limited Liability Company interests for their own account, for investment purposes only, and not with a view toward re-sale or other distribution thereof, in whole or in part.

(i) The LLC investing members will have no right to require registration of the Limited Liability Company interests offered herein nor, in view of the nature of this offering, is it likely or contemplated that such registration will take place. Moreover, it is unlikely that adequate current public information with respect to the LLC will be made available to permit resale of the Limited Liability Company interests pursuant to Rule 144 under the Securities Act. There can be no assurance that a LLC investing member will be able to liquidate his investment in the Limited Liability Company interests.

(j) A LLC investing member who has received distributions from the LLC representing, in whole or in part, a return of his capital contribution, will be liable to LLC (or to its creditors) for any sum, not in excess of the amount of the return of capital plus interest, necessary to discharge the liabilities of the LLC to creditors who extended credit or whose claims arose before the return of capital. A LLC investing member also must hold in trust for the benefit of the LLC (and its creditors) any cash or other property distributed to him or her by the LLC if, at the time of and after giving effect to the distribution, the assets of the LLC did not exceed at its liabilities, other than liabilities to the LLC investing members on account of their capital contributions and liabilities to the managing members.

(k) The LLC investing members are aware that the sole business of the LLC will be the production, distribution and marketing of the production, and the exploitation of the subsidiary rights therein. In such a venture the risk of loss is especially high in contrast with prospects for any profit. These Limited Liability Company interests should not be purchased unless the LLC investing members are prepared for the possibility of total loss.

(l) The LLC investing members understand that the business of the production and exploitation of instructional video productions is highly competitive, highly speculative, and has historically involved substantial risks. The ultimate profitability of any video production depends upon its audience appeal in relation to its cost of production and distribution. Audience appeal, in turn, depends among other things, upon unpredictable critical reviews and changeable public taste, which cannot readily be ascertained in advance. Many completed video productions fail to generate sufficient revenues to recover their cost of production and distribution. Accordingly, there can be no assurance that the LLC will produce and exploit the production so as to enable the LLC investing members to recoup all or any portion of their capital contributions to the LLC or to yield profits to the LLC. The LLC investing members specifically acknowledge that the managing members have not made any representations relative to the potential success or profitability of the LLC activities hereunder.

(m) The LLC investing members will not have a right to participate in the management of the LLC or in the decisions of the managing members. Accordingly, no LLC investing member will purchase any Limited Liability Company interests unless he or she is willing to entrust all aspects of management of the LLC to the managing members.

(n) To date, there have been no activities undertaken by the LLC toward the distribution and exploitation of the production. Until the completion of the production and the initial exploitation of the production, the LLC will derive no receipts from the production. The managing members are unable to predict the timing or amount or receipts, if any, to be derived from the initial or subsequent exploitation of the production.

(o) After the production has been completed and initially exploited, the LLC may not be in a position to further exploit the production. In such event, it is anticipated that the managing members may grant agreements for exploitation rights to the production to third parties, which may reduce the interest of the LLC in the production. Further, the managing members may sell or license all or a portion of the LLC's interest in the production in order to borrow funds for additional exploitation of the production. If the LLC is unable to finance the cost of such further exploitation activities or enter into such agreements, the LLC investing members may suffer a loss of their investment. Neither the managing members nor the LLC investing members are under any obligation to provide in excess of their respective contributions to the capital of the LLC for such purposes. If the managing members believe that additional funds are necessary for the carrying on of LLC affairs, the managing members have the right to advance or cause to be advanced, or to borrow in the LLC's name, the amount that they deem necessary. Any monies so advanced, or caused to be advanced, or borrowed, may have to be repaid prior to the repayment to the LLC investing members of their contributions. The managing members shall also have the right to arrange for deferred payments payable prior to the recoupment by the LLC investing members of the original capital. If the managing members borrow additional funds in the LLC's name, or if the managing members arrange for deferred payments, such loans and/or deferred payments may result in a considerable delay in the repayment of the original capital or in the realization of net profits.

(p) In the event of a dissolution of the LLC, the proceeds realized from the liquidation of LLC assets, if any, will be distributed to the LLC investing members only after satisfaction of claims of LLC creditors. Accordingly, the ability of a LLC investing member to recover all or any portion of his investment in the LLC in such circumstances will depend on the amount of funds so realized and the claims to be satisfied therefrom.

(q) Payments to LLC investing members hereunder will not begin until after: (i) commencement of the distribution and exploitation of the production; (ii) the LLC's actual receipt of payment from the distribution and exploitation of the production; (iii) payment of any unpaid LLC obligations; and (iv) repayment of loans (plus interest) and/or deferments which were necessary to meet production and distribution requirements.

(r) The LLC investing members shall specifically and in writing authorize immediate use of their contributions for production, distribution and marketing expenses related to the production. If the full capitalization of the LLC is not raised, LLC investing members who have invested in the LLC must rely on the ability of the managing members to reimburse them for their contributions. In the event the managing members have insufficient funds to make such reimbursements, the LLC investing members may never receive a return of their contributions.

(s) The LLC investing members acknowledge that the managing members have made available to them any and all of the information relative to the financial aspects of the LLC's operations hereunder, and the high risk nature of this type of investment, and the LLC investing members warrant, by their signature hereto, that they desire to proceed with this investment.

(t) The LLC investing members acknowledge that the managing members need not devote their exclusive time and efforts to the affairs of the LLC, and that the managing members may participate in other business ventures, and the LLC investing members shall not be entitled to any interest in such ventures.

(u) The LLC investing members understand the meaning and legal consequences of the risk factors contained herein, and the LLC investing members hereby agree to indemnify and hold harmless the managing members and its officers and agents from and against any and all expenses, fees, losses, damage or liability, including reasonable attorney's fees, due to or arising out of a breach of any representation or warranty of the LLC investing members, whether contained in these Articles of Organization or not.

(v) The managing members may abandon the production of the production at any time for any reason whatsoever.

(w) The LLC intends to engage in a highly competitive business. Competition is encountered in different phases of the video industry and during the production phase of the video, competition will have a material effect on the employment of personnel of the video and the cost thereof. After the completion of the production phase, the video will, upon its distribution, be competing with other videos, and, indirectly, with other forms of instructional media and entertainment. Furthermore, the LLC will be competing with numerous larger production companies which have substantially greater financial resources and larger experienced production and distribution staffs than the managing members and which have longer established histories of production and distribution of productions. Certain of these larger companies have, from time to time, encountered financial difficulties, which reflect the highly competitive character of, and adverse developments in, the video industry as well as the unpredictability of public reaction to videos.

(x) To date, there have been no production and exploitation activities by the managing members. Until the completion of the production and the initial exploitation of the production, the LLC will receive no receipts from the production. The managing members are unable to determine the timing or amount of receipts, if any, to be derived from the initial or subsequent exploitation of the production.

(y) The LLC investing members fully understand that they are not to construe the contents of these Limited Liability Company Articles of Organization as legal or tax advice. Each LLC investing member should consult its personal counsel, accountant and other advisors as to the legal, tax, economic and related aspects of the Limited Liability Company opportunity described herein, and as to the suitability of this opportunity for each LLC investing member.

XIX. LICENSING OF RIGHTS IN PRODUCTION TO MANAGING MEMBERS BY CREATOR

The managing members acknowledge that the Creator of the Production, Benn Cohen, has assigned to the managing members the exclusive right to produce, distribute, and exploit the production, in all markets and in all media, in perpetuity.

XX. FORCE AND EFFECT; WAIVER AND MODIFICATION

These Articles of Organization supersede and replace all prior agreements or understandings or negotiations (whether oral or written) which existed or may have existed among the members regarding the subject matter hereof. These Articles of Organization may not be changed, modified, amended or terminated except as in the manner allowed by law.

XXI. NOTICES, ACCOUNTINGS AND PAYMENTS

All notices, communications, accountings or payments required to be made hereunder, or which may be given hereunder, by or to either of the parties, shall be in writing and shall be

delivered personally or by United States Mail, first class, to the addresses of the members as provided to the LLC. Any member may change these addresses at any time by said member giving written notice to the managing members. The date of service of any notices hereunder shall be the date of personal delivery or the date of mailing, whichever is applicable.

XXII. LLC INVESTING MEMBERS' RIGHT OF RECISION

Each LLC investing member has the right to withdraw its investment with the LLC and to receive a full refund of all monies paid to the LLC within three (3) days after the first tender of money or other consideration to the LLC, an the agent of the LLC or an escrow agent, or within three (3) days after the availability of that privilege is communicated to the LLC investing member, whichever occurs later.

XXIII. SIGNING OF ARTICLES OF ORGANIZTION

The name and street address of the person signing these Articles of Organization on behalf of the managing members is:

Benn Cohen
554 Hardwood Place
Lake Mary, FL 32807

XXIV. INDEMNIFICATION

The LLC shall indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an investing member, managing member, director, officer, employee, agent, or controlling shareholder of the LLC, or is or was serving at the request of the LLC as a director, officer, employee, agent, or trustee of another LLC, corporation, partnership, joint venture, or other entity, against expenses (including counsel fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, to the full extent permitted by applicable law. Such indemnification may, in the discretion of the managing members, include advances of his expenses in advance of the final disposition of such action, suit or proceeding, subject to the provisions of any applicable statute.

XXV. TITLES AND HEADINGS

Titles and headings to sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof.

**XXVII. ARTICLES OF ORGANIZATION BINDING
UPON HEIRS AND ASSIGNS**

These Articles of Organization shall be binding upon and shall inure to the benefit of the heirs, designees, successors, and assigns of the members of the LLC.

IN WITNESS WHEREOF, the undersigned **BENN COHEN** being over the age of eighteen (18) years and competent to contract, for the purpose of organizing a limited liability company pursuant to the laws of the State of Florida, does hereby make and file these Articles of Organization for **BENN COHEN'S KICKBOXING AEROBICS LLC**, declaring and certifying that the facts stated herein are true; that he is acting on behalf of the managing members of the LLC; and does hereby subscribe thereto and hereunto set his hand and seal this 28th day of April, 1999.

Ben Cohen

**BENN COHEN, on behalf of the Managers
of "BENN COHEN'S KICKBOXING
AEROBICS, LLC"**

C500-073-64-021-0

Affiant's Florida Drivers' License No.

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, personally appeared **BENN COHEN**, who produced a valid Florida Drivers' license as identification, described in and who executed the foregoing Articles of Organization and who acknowledged before me that he executed the same pursuant to authority given him by the LLC's Board of Managers for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 28th day of April, 1999.



Irene Caro

My Commission CC805693

Expires February 1 2003

Irene Caro

**Notary Public: State of Florida
My Commission Expires**

BENN COHEN'S KICKBOXING AEROBICS, LLC

**A Florida Limited Liability Company
554 Hardwood Place
Lake Mary, Florida 32746**

FILED
99 APR 29 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ACKNOWLEDGEMENT OF CREATOR
AS TO
LICENSING OF RIGHTS IN PRODUCTION**

The Creator of the Production, BENN COHEN, by his signature below, acknowledges that he has licensed to the LLC the exclusive right to produce, distribute and exploit the production, in all markets and in all media, in perpetuity.

The Creator further acknowledges that he has received good and valuable consideration, more specifically described in the LLC's Articles of Organization, in exchange for this license.



(Signature)

4-28-99

(Date)

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

FOR

BENN COHEN'S KICKBOXING AEROBICS, LLC

**A Florida Limited Liability Company
554 Hardwood Place
Lake Mary, Florida 32746**

FILED
99 APR 29 PM 2:38
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

The undersigned **BENN COHEN**, as an authorized representative of the Managers of **BENN COHEN'S KICKBOXING AEROBICS, LLC**, deposes and says:

- (1) The above named limited liability company has at least one (1) member.
- (2) The total amount of cash contributed by the members is: \$ 80,000.00
- (3) If any, the agreed value of property other than cash contributed by members is: \$ _____
(A description of the property, if any, is attached and made a part hereto)
- (4) The amount of cash or property anticipated to be contributed by members is: \$ _____
- (5) The total amount of 2, 3, and 4 is: \$ 80,000.00

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



**BENN COHEN, on behalf of the Managers
of "BENN COHEN'S KICKBOXING
AEROBICS, LLC"**

C500-073-64-021-D

Affiant's Florida Drivers' License No.

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, personally appeared **BENN COHEN**, who produced a valid Florida Drivers' license as identification, described in and who executed the foregoing **AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS FOR BENN COHEN'S KICKBOXING AEROBICS, LLC**, and who acknowledged before me that he executed the same pursuant to authority given him by the LLC's Board of Managers for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 28th day of April, 1999.



Irene Coro

My Commission Expires

February 1, 2003

Irene Coro

**Notary Public: State of Florida
My Commission Expires**

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT AND REGISTERED OFFICE**

FOR

BENN COHEN'S KICKBOXING AEROBICS, LLC

**A Florida Limited Liability Company
554 Hardwood Place
Lake Mary, Florida 32746**

Pursuant to the provisions of Section 608.415 or 608.507, Florida Statutes, the undersigned limited liability company submits the following statement in designating the registered office and registered agent in the State of Florida.

FILED
99 APR 29 AM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The name of the limited liability company is:

BENN COHEN'S KICKBOXING AEROBICS, INC.

2. The name and address of the registered agent and office is:

**Benn Cohen
554 Hardwood Place
Lake Mary, FL 32807**

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.


(Signature)

4-28-99
(Date)