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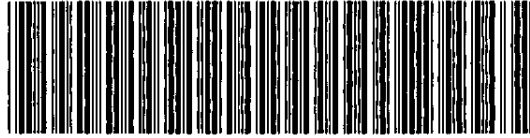
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COVER LETTER

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New Filing Section
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SUBJECT: Florida Music International, Inc
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

\$70.00 Filing Fee
 \$78.75 Filing Fee & Certificate of Status

<input type="checkbox"/> \$78.75 Filing Fee & Certified Copy	<input checked="" type="checkbox"/> \$87.50 Filing Fee, Certified Copy & Certificate of Status
ADDITIONAL COPY REQUIRED	

FROM: Ella Mae Harris
Name (Printed or typed)

7280 SW 5th 200
Address

Ocala Florida 34472
City, State & Zip

352-462-1729
Daytime Telephone number

F1musicintl@yahoo.com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION
OF
FLORIDA MUSIC INTERNATIONAL, INCORPORATED

The undersigned subscribers to these Articles of Incorporation, being natural persons competent to contract, hereby form a corporation under the laws of the State of Florida.

I.

The name of the corporation shall be: Florida Music International, Inc., 7280 SW SR 200 Ocala Florida 34476 (Hereinafter referred to as "Corporation.")

II.

The "Corporation" has perpetual direction.

III.

The purpose of this professional corporation is the perpetual operation and management of a music service professional association known as **Florida Music International Publishing Association** hereinafter known as "FMI Publishing", and a music production and recording company known as **Florida Music International Records**, hereinafter known as "FMI" Records, a music production and recording label, and music productions known as **Paradise-One Productions and Recording Studios**, and a film and movie production company known as **Lost 'N' Time Entertainment**, and a production facility known as **Lost 'N' Time Entertainment @Hollywood Films and Soundtracks Productions – 2000** (hereinafter known as Hollywood Springs Films and Movie Studios), operating as a technical and production facility provider, and an entertainment

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service provider known as **Florida Music International Entertainment Production Services – 2000**, (hereinafter known as FMI Entertainment Production Services) and **Florida Music International Broadcasting & Telecommunication Network** (hereinafter known as “FMI” Broadcasting & Telecommunications-2000) to undertake the performance of, and to carry out the acts and duties incident to the administration of the operation and authorizations contained herein and in the By-Laws hereinafter set forth; and to own, operate, lease, sell, trade, and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said corporation.

The corporation shall have the following powers:

1. The corporation shall have all of the common law and statutory powers of a corporation for profit which are not in conflict with the terms of these Articles and By-Laws.
2. To provide a methodology for administering musical services of the Florida Music International Publishing Association henceforth shall be called, The Publishers.
3. The Publishers will ensure that each member thereof will receive appropriate services according to their needs, regardless of race, color, creed, sex, or religion. Such as:
 - A. **MUSICAL LYRICS:**
 1. The Publishers will review and assess musical lyrics submitted by the members for publication. A written

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observation of said lyrics will be returned to members within a timely manner.

2. The Publishers will provide assistance as needed in appropriate metering/writing for musical lyrics.

B. COPYRIGHTING:

3. The Publishers will provide members with appropriate information, forms, and assistance as needed for copyrighting of complete musical composition.
4. The Publishers will review completed musical composition, including Lead Sheet, before submitting for copyright.
5. The Publishers will retain a finalized copy of copyright of musical composition.
6. The Publishers will provide share cost of copyright of musical composition, if the publishers are shareowners of said musical composition.
7. The Publishers will retain completed copyright of musical compositions that are purchased by the publishers from the "Association" members or other resources, such as music catalogs.

C. PROMOTION AND PUBLICATION:

- a. The Publishers will provide members with a current listing of various musical publishers, composers, artists, and recording

companies for the purpose of securing compulsory, mechanical and intellectual licensing of existing musical compositions.

b. The Publishers will collaborate with members, other music publishers, composers, artists, and recording companies to place musical composition with appropriate agent or agents for publication whereas said musical compositions does not meet the publishers' criteria.

a). The Publishers will not accept un-solicited musical compositions that are not within the publishers' guidelines for musical publication, but the publishers will provide assistance, if needed, in forwarding said musical compositions to appropriate music publishers.

c. The Publishers will keep members abreast of communication pertaining to activities of musical composition such as:

a). Status of musical composition submitted for publication or promotion.

b). Upon acceptance of musical composition for publication or promotion. The Publishers will collaborate with said agent or agents, and members of the "Association", to finalize an agreement of said musical composition.

D. CONTRACTS:

- a. The Publishers, upon acceptance, will provide members with a standard contract of three (3) years, negotiable annually upon date of contract.
- b. The Publishers will review all contracts annually and/or by its receipt date.
- c. An individual membership fee of \$300.00 will be required upon acceptance as a member of the "Association". A renewal fee is due annually upon review of contract.

E. ROYALTIES:

- a. Royalties will be disbursed to members as specified contracts accordingly.

**F. FLORIDA MUSIC INTERNATIONAL RECORDS
ASSOCIATION**

1. To provide methodology for administering musical services of **FMI Records Association** operating as a production and recording service for "FMI" Records henceforth shall be called "**The Record Label**".
2. The Record Label will ensure that each assigned artist or independent artist therein will receive appropriate services according to their needs, regardless of race, color, creed, sex, or religion, such as:
 - a). **Diversification**

- 1). The Record Label shall develop and implement musical services to be delivered to its members/artists to include, but not limited to: Rhythm and Blues, Country/Western, Pop/Rock, Folk/Inspirational, and Latin.
- 2). The Record Label will review and assess musical compositions submitted by the members/artists for demo or commercial release. A written observation of said musical composition will be returned to members/artists within a timely manner. The observation will be completed by “team” consisting of administrative office person within their area of expertise in relation to the style of music submitted.
- 3). The Record Label will provide technical assistance as needed to appropriate individuals upon request in relation to their musical needs.

b). **Production and Recording**

The Production Studios will provide production services as an independent production facility. The

Production Studios will also produce and provide high-quality “demos” and “commercial” musical compositions for exploitation. The Production Studios will recoup all expenditures that have incurred to produce, record, promote, market, and distribute any musical composition upon its “commercial” release submitted by said members/artists. These expenditures obligations Is recouped from the “release” artist’s royalties, before their royalties are made payable.

1. The Record Label will produce high quality “demos” or “commercial” products to utilized in exploitation of that said composition.
2. The Record Label will assign the “best” qualified producer (s) to create and produce high quality “demos” or “commercial” releases.
3. The Record Label will ensure that any music Composer, independent or otherwise which is assigned to the “Association”, will be provided appropriate studio sessions to “deliver” their musical works.
4. The Record Label, the producer(s) will offer

technical assistance as needed to the assigned (“Association”) music composing musicians, and writers to produce high quality “demos” or “commercial” releases.

c). **Recording**

1. The Record Label, will provide the necessary studio facilities to its members/artists, and contract services for the purpose of producing, recording, and exploitation, a master demonstration record for the purpose of furthering said member’s/artist’s career.
2. The Record Label, will ensure that accurate time and space are made available to the members/artists, and contract services to meet the needs for rehearsals, performing, and studio sessions.

d). **Promotion and Marketing**

The Record Label will provide promotional services for its members/artists in the musical areas of Rhythm and Blues, Rap, Pop/Rock, Inspirational/Folk, and Latin.

1. The Record Label, will promote and market each assigned and or independent artist by the

use of live shows, videos, radio and TV air play, major magazines, displays, record shops, in-store displays, tours, poster displays, etc.

2. The Record Label will provide networking and contract services with other promoters (foreign and domestic).
3. The Record Label will provide contract services with local TV stations (public) to schedule interviews to promote and market upcoming new artists and releases.

e). Manufacturing and Distribution

1. The Record Label will provide manufacturing and distribution of assigned upcoming new artist releases in the musical areas of Rhythm and Blues, Rap, Country/Western, Pop/Rock, Inspirational/Folk, and Latin.
2. The Record Label will provide manufacturing and distribution of all records, CDs, cassettes, DVDs, and videos by “in-house” and/or contract services (foreign and domestic).

f). New Artist Development

The Record Label will develop and implement a program to provide appropriate services to its

18 – 25+ years)

g). **Contracts**

The Record Label, upon acceptance, will provide assigned artists or independent artists with a standard contract, a minimum of (2) two - four (4) years, negotiable annually upon date of contract.

1. An individual membership fee of \$300.00 will be required upon acceptance as a member/artist of the Record Label. A renewal fee is due annually upon review of contract.
2. An individual membership standard contract of (2) years, with one year to be accredited to the new artist development program.

h). **Royalties**

Royalties will be disbursed to members/artists as specified in contracts accordingly, thereby will commence upon all expenditures in relation their music career have been recouped by the Record Label.

**G. FLORIDA MUSIC INTERNATIONAL BROADCASTING &
TELECOMMUNICATION NETWORK**

- a. To provide a methodology for administering services of

Florida Music International Broadcasting & Telecommunication Network henceforth shall be called "FMI" Broadcasting & Telecommunications – 2000.

b. "FMI" Broadcasting & Telecommunication – 2000, will serve as the operating parent for "FMI" Radio Broadcasting Station, a Rhythm and Blues music broadcasting network for pre-recorded and "live" music services.

c. "FMI" Broadcasting & Telecommunications – 2000, will ensure that appropriate services are rendered accordingly, regardless of race, color, creed, sex, or religion, such as:

a). **Radio Music Broadcasting**

- 1). The "FMI" Radio Broadcasting Station will provide musical services in the areas of rhythm and blues, but are not limited to: air-play of pre-recorded music compositions.
- 2). The "FMI" Radio Broadcasting Station will provide "live" broadcasting of musical shows/concerts.
- 3). The "FMI" Radio Broadcasting Station provide "voice-over" of commercialization to promote product and services to the general public.

b). **On-Line Telecommunication Broadcasting Services**

1. "FMP" Broadcasting & Telecommunication-2000 will establish an Internet "link" for the purpose to view pre-recorded and "live" musical shows and concerts that are promoted locally by the Record Label, and/or other contractual providers.

bb) This service "link" will be made available on an international level, through various websites of the corporation's overseas branch office, located in London, England.

cc) The branch's office main responsibility is to ensure that its international contractual providers, and/or participants adhere and abide by the Library of Congress U.S. Copyright Laws for the right to purchase, view or use of recorded and pre-recorded musical compositions.

d). **International World of Performance Arts Network Services (WPAN)**

1. "FMI" Broadcasting &

Telecommunication-2000 will develop and establish a television communication station "network".

dd). "WPAN" is designed to serve as an International commercial deliver of programming in the areas of Performance Arts

2. "WPAN"'s main goal and focus is to

telecast "live", and/or pre-recorded service programs, that will educate, entertain, enhance, and promote world culture in the field of performance arts.

3. "WPAN" corporate headquarters are

located within the North Central Florida region, and resides within the City of Hollywood Springs, and its overseas branch office will be located within Great Britain, London, England.

cc). "WPAN" will provide contractual

services to various international service providers, as well as local geographic performance arts' sponsors and companies

located in the North and Central Florida

regions, to telecast their major events.

4. The "WPAN" service programmatic areas are listed below:

- a). Historical/Modern Arts
 - Drama/Theatrical
 - Dance
 - Music/operetta (Latin & Hip-Hop)
 - Animation Plays (Biblical, Historical, Modern)
- b). Music Entertainment – Int'l
 - Music Videos
 - Celebrity News
 - Musical Shows/Concerts
- c). Movie Entertainment – Int'l
 - Dramatic/Romance/
Historical/Modern
 - Comedy
 - Action
- d). Nature/Relaxation/Hobbies
 - Zoology
 - Horticulture

- Astronomy
- Travel
- Arts and Crafts
- Cooking

- e). Documentary Cultural/humanitarian
- f). New – Int'l

5. "WPAN"'s foreign programming will be
Telecast in Closed Capture Feature (English)
It will also take advantage of the newest
technology in telecommunication science for
delivering of worldwide language/voice
translation for communication services.

**H. PARADISE-ONE HOLLYWOOD FILMS AND
SOUNDTRACKS PRODUCTIONS-2000.**

- a. To provide a methodology for administering film scoring and
film production services of Paradise-One Hollywood Films and
Soundtracks Productions-2000, henceforth shall be called "The
Films Productions."
- b. The Films Productions, will ensure that film score composers,
artists, writers, and performers thereof will receive appropriate
services according to their needs, regardless of race, color,
creed, sex or religion, such as:
 - a). **Film Scoring**

-
- 1). The Films Productions shall develop and implement film production services to be delivered to its members. Film scoring includes not just movies, but also TV shows on film and tape, but not limited to composition, arranging, orchestration, copying, and recording. These services will include film soundtracks and video soundtracks, in the areas of Rhythm and Blues, Rap, Pop/Rock, Inspirational/Folk and Latin. This will also include dramatic and theatrical film scoring.
 - 2). The Film Productions will review and assess musical compositions that are submitted by the members for film scoring to be utilized in commercial release films intended to synchronize with action on the screen. A written observation will be returned to members within a timely manner. This observation will be complete by a "team" consisting of administrative and production staff in their area of expertise in relation to the style of music submitted.

3). The Film Productions will provide technical assistance as needed to appropriate individuals upon request in relation to the musical film scoring needs.

b). **Film and Video Productions.**

The Films Productions will provide film and video production services as an independent producer.

The Films Productions will also produce and provide high-quality films (miniature), and videos for commercial release of music compositions and films soundtracks.

1. The Films Productions will recoup all expenditures that have incurred to produce, record, promote, market, and distribute any musical compositions upon its "commercial" release. These expenditures obligations are recouped from the "release" artist's or "contract agency" before their royalties are made payable.
2. The Films Productions will produce high quality "demos" or "commercial"

products to be utilized in exploitation of that said composition.

3. The Films Productions will assign the best qualified film scoring music composer and producer to create and produce high-quality “demos: or “commercial” releases of films (miniature), videos, and soundtracks.
4. The Films Productions will ensure that any Film Scoring Music Composer (member or contract) will be provided studio and technical assistance in “deliver” their musical and video works.

c). **Dramatic and Theatrical – Film and Video Production.**

The Films Productions will provide production services as an independent producer in the areas of dramatic and theatrical films and video productions, for commercial release of music compositions for soundtracks.

1. The Films Productions will produce high-quality “demos” or

“commercial” products to be utilized in dramatic and theatrical films.

2. The Films Productions will assign the best qualified film scoring music composer and producer to create and produce high-quality “demos” or “commercial: releases of films (miniature), videos, and soundtracks for dramatic and theatrical films.
3. The Films Productions will ensure that any Film Scoring Music Composers (member or contract) will be provided studio and technical assistance to “deliver” their musical and video works for dramatic and theatrical films.
4. The Films Productions will provide technical assistance to members in submitting screenplays and soundtracks to appropriate individuals or agencies to obtain a motion picture contract for dramatic and theatrical productions.

5. The Films Productions will provide collobration services to its members or contract agencies in creating and producing screenplays and soundtracks for dramatic and theatrical films and videos productions.

d). **Lost 'N' Time Entertainment**

@Hollywood Springs Films & Movie Studios.

1. The Films Productions will provide ample studios facilities to serve as a technical and production service provider in the areas of film and movie development and productions.
2. The Films Productions will ensure that its movie studios are equipped with appropriate facilities to administer its services to independent film and movie directors, documentary directors and producers.

**I. FLORIDA MUSIC INTERNATIONAL ENTERTAINMENT
PRODUCTIONS – 2000**

1. To provide a methodology for administering of entertainment services of Florida Music International Entertainment Productions – 2000, henceforth, shall be called, “FMI” Entertainment Productions.”

2. The FMI Entertainment Productions will serve as an independent musical entertainment service provider in the areas of Rhythm and Blues, Rap, Pop/Rock, Country/Western, Inspirational/Folk, and Latin.

a). **Florida Entertainment Musical Services.**

1. The FMI Entertainment Productions will provide musical entertainment as a nightclub/lounge service provider in the areas of Rhythm and Blues, Rap, Country/Western, Pop/Rock, Inspirational/Folk, and Latin. The FMI Entertainment Productions will also ensure appropriate space is available with dance halls, bars, billiard and games rooms and VIP areas.
2. The FMI Entertainment Productions will enlist (lease) a qualified manager to administer and oversees the activities and functions of the nightclub/lounge.
3. The FMI Entertainment Productions will develop and provide service plans to offer a

variety of musical activities and functions for the nightclub/lounge.

b). Promotion, Marketing, and Advertisement.

1. The FMI Entertainment Productions will ensure that the nightclub/lounge will establish an on-going advertisement campaign with various local radio stations in the areas of Rhythm and Blues, Rap, Pop/Rock, Country/Western, Inspirational/Folk, and Latin. The FMI Entertainment Productions will also ensure that the nightclub/lounge will create and disseminate flyers, posters, and etc., to announce various upcoming promotional shows and activities.

c). Diversification of Musical Entertainment Services

1. The FMI Entertainment Productions will ensure that the nightclub/lounge will structure its service plans to coordinate and implement activities and functions that will enhance its popularity, and will cater to surrounding communities and catchment areas.

a). **Promotional Shows**

The FMI Entertainment Productions will ensure the nightclub/lounge or venue will provide promotional shows to “feature” FMI Records’ recording artists as part of its marketing and advertising service plan. This service is to include, but not limited to providing promotional shows with well-known artists, but also local and national shows.

b). **Live Entertainment**

The FMI Entertainment Productions will ensure the nightclub/lounge will provide ‘live’ entertainment during “peak” hours of operations. This service will include but not limited to being host by artists of FMI Records, and surrounding communities and catchment areas.

c). **Talent, Comedy, and Fashion Shows**

The FMI Entertainment Productions
will ensure the nightclub/lounge will
provide accurate space to
accommodate various talent,
comedy, and fashion shows.

d). **General Public – Rental Lease**

The FMI Entertainment Productions
will ensure the nightclub/lounge will
provide accurate space to the general
public to accommodate various
activities and functions for a
reasonable rate.

IV.

4. Board of Directors shall elect the President, Secretary, and Treasurer, and as many Vice-Presidents, Assistance Secretaries, and Assistance Treasurers as the Board of Directors shall, from time to time, determine.

5. The affairs the Association shall be managed by the President of the Corporation, assisted by the Vice-President, Secretary, and Treasurer, subject to the directions of the Board of Directors. The Board of Directors, or President, with approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel to administer or assist in the administration of the operation or management of this Association and the affairs of the Association, and any such person

or entity may be so employed without regard to whether such a person or entity is a member of the Corporation or a director or officer of the Corporation, as the case may be.

V.

The qualification of members to the Board of Directors shall be past history of music services, their knowledge and training of music and abilities to meet the needs of the general public as stated above.

VI.

The initial Board of Directors shall be:

Ella M. Harris, 5418 Pecan Road, Ocala, Florida 34472

The first order of business to be conducted by the initial Board of Directors shall be:

1. To elect, by a majority vote, a director to act as Chairman of the Board. Said Chairman shall serve for one year at which time a new election shall be held.
2. To appoint, by a majority vote, two additional members to the Board of Directors.

VII.

J. REIMBURSEMENT POLICY:

All directors and officers of this corporation shall receive compensation for their time or efforts in the administration of their respective duties. Reimbursement or expenses incurred in the pursuit and performance of their respective duties shall be made upon the surrender of receipts.

VIII.

K. CAPITAL:

The authorized capital of the Corporation shall consist of One Thousand (1,000) shares, with a par value of One Dollar (\$1.00) per share The Corporation may issue fractional as well as full shares. Each fractional share shall have rights identical to those in which a full share is entitled, but in such proportion, in all instances, as such fractional share basis to a full share. At all meetings of the stockholders, each stockholder of record entitled to vote at such meeting shall be entitled to one (1) vote (and a pro rata fraction of vote for each fractional share) for each share of stock standing in his name entitled to be noted at such meeting. Each stockholder entitled to vote for Directors shall have the right to vote in person or by proxy the number of shares standing in his name on the books of the Corporation for as many persons as there are Directors to be elected.

IX.

L. PRE-EMPTIVE RIGHT:

The shareholders of said Corporation shall have the right to acquired un-issued shares of the same class in proportion to their existing holdings in the event of the proposed sale of the Corporation. The price of each holder shall be no less favorable than the price at which such shares are to be offered to others.

X.

The principle office of the Corporation shall be located at: 7280 SW SR 200 Ocala Florida 34476 but the Corporation may maintain offices and transact business in each other places within or without the State of Florida, as well as foreign, as may from time to time be designated by the Board of Directors.

XI.

The names and addresses of the incorporators are:

Ella M. Harris 5418 Pecan Road, Ocala, Florida 34472

XII.

The names and addresses of the officers who are to serve until their successors are designated by the Board of Directors is as follows:

President/CEO	Ella Mae Harris
	5418 Pecan Road
	Ocala Florida 34472

Everyone director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him or her connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Corporation, or any settlement thereof, whether or not he or she is a director or officer at the same time such are incurred. Except, in such cases wherein the director or officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which director or officer may be entitled.

XIII.

The By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided for in the By-Laws.

M. BY-LAWS:

The By-Laws are adopted to serve as a guideline to ensure the Corporation and its entities fulfill its articles as stated within.

The members of the "Association" and Paradise-One Production Studios, Paradise-One Hollywood Films and Soundtracks Productions – 2000, henceforth will be the member/artist..... Therefore, agencies named Florida Music International Publishing Association and Florida Music International Records Association Such as:

1. Individuals who seek to become a member of the FMI Publishing "Association" must submit a complete membership form to the Publishers for consideration. Upon acceptance as a member, a membership of \$300.00 is required, and is due annually upon renewal.
2. The Members/artists/composers, upon acceptance to the "Association" will be required to review and sign a standard contract of three (3) years, negotiable annually upon date of contract.
3. The Members/artists, upon acceptance to FMI Records "Association" will be required to review and sign a standard contract of two (2) years, negotiable annually upon date of contract.
4. The Members, on an individual basis or as a group are required to submit musical lyrics to The Publishers for review and assessment within a timely manner as specified in their individual contracts.

5. The Members are requested to seek appropriate assistance in metering writing of musical lyrics, and/or other guidance as needed.
6. The Members, on an individual basis or as a group are required to submit complete copyright forms including: Lead Sheets for musical compositions to The Publishers for copyrighting within a timely manner.
7. The Members, on an individual basis or as a group are required to incur cost or share cost for copyrighting, Lead Sheet, demo recording, and lyric arrangement of musical compositions.
8. The Members, if publication, of any musical composition is obtained upon their own or as a group prior to contractual agreement with The Publishers, the members are required to submit appropriate information and notification to The Publishers for review prior to acceptance into the "Association".
9. The Members are required to attend all scheduled meetings and training sessions and to be on time. Only valid absences and tardiness are accepted. Such as: **ILLNESS, DEATH, FAMILY EMERGENCY, OR PRE-SCHEDULED APPOINTMENTS.** After three (3) unexcused absences, a written reprimand will be given. Beyond three (3) the member will receive appropriate form of disciplinary actions, according to The Publishers guidelines.
10. The Members will be required to sign a **LOYALTY OATH** statement upon acceptance to the "Association". Members are required to conduct their activities in appropriate professional manner at all times. Any

member that engages in activities that are not becoming to their profession and/or jeopardizes the credibility of the "Association" will receive appropriate disciplinary actions, including monetarily accordingly as specified within individual contracts.

11. The Members are required to carry out their respective duties, and to function as a professional team. Any personal dispute among members is to be settled among them as individuals. Administrative assistance is available upon request, if deemed necessary.

XIII.

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

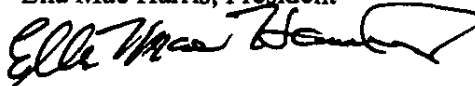
1. Notice of the subject matter of the proposed Amendments shall be included in the notice of any meeting at which such proposed Amendment is considered.
2. Proposed Amendments shall be presented shall be presented to the Board of Directors, and shall be approved in writing by a majority of such Board of Directors.
3. A certificate of amendment executed by the duly authorized officers of the Corporation shall then be recorded among the public records of Marion County, Florida.

The undersigned hereby accepts the above designation of Registered Agent and agrees to perform all required duties of Registered Agent.

5418 Pecan Road, Ocala, Florida 34472

Ella Mae Harris

Ella Mae Harris, President



flmusicitl@yahoo.com 352-804-7688

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EXHIBIT B
FLORIDA MUSIC INTERNATIONAL PUBLISHING
ASSOCIATION
'AMENITIES'

The following amenities will be made available to members and their families of FMI Music Publishing Association:

**“To everything there is a season...a time to plant,
And a time to harvest that which is planted”**

The Retreat is designed to function and operate by serving individuals and/or companies within the music, sports, and film industry and Corporate America. **OPEN-DOOR FORUMS** will be implemented to ensure the public is given an opportunity to partake of the Retreat's unique services.

The Retreat will also sponsor seminars and workshops, such as: poetry and literary writing, musical songwriting and development, self-esteem and motivation, arts and craft development, and musical keyboarding and production. The Retreat will formulate these services as a **“weekend”** or **“five-day”** retreats. **The Retreat** will host and/or serve as host for the following: **Black History-Literary Arts Celebration; Black Festival/Spring Break Week; Hispanic-Cuban Week; Native American Week; Oriental-Asia Week; Florida's “Swamp” Week; “Corporate” Events; and traditional family oriented social events, Songwriters' Gateways-Bahama Islands, Mexico, Famous Music Cities Tours.**

The above services are offered to provide educational growth and a development of a “network” of individuals whose interest and created talents are similar in nature. The seminars and workshops will be a collaborated effort with local community agencies, including colleges and universities. The **Theme Retreats** will consist of individual cottages, chalets, and/or cabins located on site of **the company's miniature golf course and Nature**

Gardens--positioned throughout their vicinities, and can accommodate approximately 50-100 individuals for daily or weekly residential rentals, along with RV's hookups. The whole are grouped together in the fashion of twenty, (#20) homes under such theme headings, as: **RUSTIC PIONEER RETREAT, “TRAIL OF TEARS” NATIVE (Indian) RETREAT, The ‘SUNSHINE’ SUMMER YOUTH CAMP RETREAT, “OVER THE RAINBOW” RETREAT, ‘FREEMAN’ RETREAT, GARDEN OF LOVE RETREAT (honeymoon), and STARLIGHT RETREAT**