

PD2000054289

TRANS-MILITARY LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED
MAY 16 PM 12:41
SECRETARY OF STATE
TALLAHASSEE FLORIDA

SUBJECT: PSD Enterprises, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is 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

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED

FROM: PAOLA S. DATTILIO
Name (Printed or typed) 900005397199--1
2210 Hovington Circle East 05/01/02--01022--005
Address *****87.50 *****87.50
Jacksonville, Florida 32246
City, State & Zip
(904) 220-9500
Daytime Telephone number

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



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

May 6, 2002

PAOLA S. DATTILIO
2210 HOVINGTON CIRCLE EAST
JACKSONVILLE, FL 32246

SUBJECT: PSD ENTERPRISES, INC.
Ref. Number: W02000012796

We have received your document for PSD ENTERPRISES, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

Adding "of Florida" or "Florida" to the end of a name is not acceptable.

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

If you have any questions concerning the filing of your document, please call (850) 245-6933.

Dale White
Document Specialist
New Filings Section

Letter Number: 802A00028108

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be:

PSD Enterprises, Inc.
Company

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02 MAY 16 PM 12:41

SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLE II PRINCIPAL OFFICE

The principal place of business/mailling address is:

mailling: 13245 ATLANTIC Blvd., Suite 4-215, Jacksonville, FL 32225
business: 2210 Hovington Circle East, Jacksonville, FL 32246

ARTICLE III PURPOSE

The purpose for which the corporation is organized is:

Please see attachment

ARTICLE IV SHARES

The number of shares of stock is:

1,000

ARTICLE V INITIAL OFFICERS/DIRECTORS (optional)

The name(s) and address(es):

PAOLA S. DATTILIO
2210 Hovington Circle East
Jacksonville, FL 32246

ARTICLE VI REGISTERED AGENT

The name and Florida street address of the registered agent is:

Isabel M. Alcocer, Attorney At Law
816 Chukker Road
Delray Beach, FL 33483

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is:

PAOLA S. DATTILIO
2210 Hovington Circle East
Jacksonville, FL 32246

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Signature/Registered Agent

Date

4/26/02

Signature/Incorporator

Date

4/26/02

PSD Company, Inc.

Foreign Language Instruction & Translation

Overview

We provide foreign language instruction to educational institutions, business & individuals. Additionally, we offer foreign language services as an interpreter, translator, editor, writer & author. We specialize in French, Spanish & English as a Second Language (ESL).

Mission Statement

Improving the process of international communications through quality language instruction.

Our consulting services include:

- Group Instruction,
- Individual Instruction,
- Interpretation,
- Translation,
- Authoring,
- Writing &
- Editing.

Our additional services include:

- International Communications,
- Business Development,
- Marketing &
- Sales.

PSD Company, Inc. can address your personal & business communications needs by maximizing productivity guaranteeing a timely project delivery system. Let us know how we can get our program started for you today.

1. PSD Company, Inc.

OPERATING AGREEMENT

The following document is the operating agreement of:

PSD Company, Inc.
13245 Atlantic Blvd., Suite 4-215
Jacksonville, FL 32225

Hereafter referred to in this document as "The Company."

The Company was formed on 04/12/02 when articles of organization were filed with the state of Florida. A copy of this document has been placed in The Company record book. All members of The Company hereby agree with its provisions. The Company will be managed by its member(s).

GENERAL PROVISIONS

Ownership Percentage - A member's ownership interest in The Company shall be calculated as a percentage based on the member's capital contribution. A member's "ownership percentage" shall be calculated as follows: the member's capital contribution divided by the total contribution capital shown on the books of The Company. Transfer of a member's ownership of The Company, or a change in a member's ownership percentage in The Company may only take place upon approval of a majority of the members.

Voting - Each member shall be entitled to vote on matters affecting The Company at a meeting held to discuss such matters. A member's voting "power" shall be equal to the member's ownership percentage as calculated above. Any matter brought before the members to be voted on shall pass when approved by more than 50% of the members as based on their ownership percentage.

Compensation - Members will not be paid for their time in managing The Company. Members may, however, receive compensation in the form of salaries, bonuses, or any other gratuity allowed by law for services rendered to The Company as an employee, officer, or independent contractor. Also, members may be reimbursed for reasonable expenses incurred on behalf of The Company as evidenced by proper receipts.

Other business Interests - A member may not own or be involved in any way with an activity or entity that competes with The Company, or otherwise might diminish the earning potential of The Company without the prior written approval of all members.

Meetings - At this time, The Company does not have scheduled meetings, but it may provide for such scheduled meetings upon the approval of a majority of members. A special meeting may be requested by a member at any time either verbally or in writing. The member making this call for a meeting shall provide a proposed date and time for the meeting. Agreement to have a meeting can be expressed by the members either verbally or in writing. If any member can not attend the meeting, then the member(s) unable to attend shall propose an alternative date and time for the meeting.

If all members cannot attend the proposed meeting, then it shall be postponed until all members can attend. A requested meeting may not be postponed for more than six months. A meeting of The Company may be held without all members in attendance if the member(s) unable to attend provide in writing their approval of the meeting.

Minutes of all meetings shall be taken and a copy provided to all members. A copy shall also be placed in The Company minute book.

2. PSD Company, Inc.

Membership Certificates – The Company shall provide membership certificates to each member, a sample of which shall be attached to this agreement. Each membership certificate shall be sequentially numbered and reflect the member's ownership percentage. It shall also bear the name of The Company and the name of the member. It shall be signed and dated by The Company's duly appointed secretary as provided in this agreement.

FINANCIAL PROVISIONS

Tax Classification – The members intend for The Company to be taxed as a partnership. Officers are hereby granted authority to do whatever necessary to retain "partnership" tax status with State and Federal agencies.

Accounting – The Company shall have a tax year beginning January 1 and ending December 31 of each year. Accordingly, The Company shall be known as a calendar year taxpayer. The books of The Company shall be maintained on a cash basis with income being recognized when it is received, and expenses recognized when they are paid.

Tax Matters Partner – The Company shall appoint a representative to handle tax and accounting matters. This person shall be the Secretary of The Company, and if the Secretary is unable to act in that position, then the President shall act instead.

Banking – The President and Secretary of The Company shall establish bank account(s) with a bank that meets the approval of all members. The President and Secretary shall sign on the account and have the authority to draft funds from said accounts for payment of company obligations. No officer of The Company shall have the authority to borrow money or obtain lines of credit without express written approval of all members. This does not, however, apply to credit accounts opened with suppliers. The officers may obtain credit from suppliers in due course of operating the business. Bank statements shall be available to all members at any time upon their request either verbally or in writing.

Property – Title to all property purchased or leased for The Company shall be filled in the name of The Company. Officers are hereby granted authority lease equipment on behalf of The Company in due course of business.

Capital Contributions – In consideration for their percentage ownership in The Company, members shall contribute either cash, property or services to The Company. Cash received shall be deposited in The Company's bank account and no interest shall be paid on the amount. Title to any property given shall be transferred to The Company. Below is the accounting of consideration given by the members in exchange for their ownership in The Company.

Name	Consideration	Value	Ownership
Paola S. Dattilio	President		100%

3. PSD Company, Inc.

Members may decide that additional capital must be contributed to The Company. This decision shall be made at a meeting of the members with all members in attendance. Since any change in the capital accounts will result in a change in the ownership percentage, the decision must be unanimous.

Capital Withdrawals – Members are not allowed to withdraw their capital contributions without written approval of all members. Members will not be able to “Draw” against their capital contributions without written approval of all members. Loans to members may be approved from time to time as circumstances arise. Loans must be approved by all members.

Distributions – From time to time distributions may be made from profits, sale of equipment, or other sources. Before payment, distributions shall be approved by all members and shall be paid to each member in proportion to their ownership percentage. In the event that The Company ceases operations, distributions of cash and property shall be made to the members after all creditors and suppliers are paid. Such a distribution shall be made to the members in proportion to their ownership percentage.

OWNERSHIP

Changes in Ownership – A member can withdraw from The Company at any time. The member wanting to withdraw must give written notice to the other member's 60 days prior to the date of withdrawal.

Transfer in Membership – A member may not transfer, sell, assign, offer as collateral, or pledge his/her ownership in The Company without prior written approval of the other members. This transfer restriction also applies to the members voting rights.

DISSOLUTION

The Company shall be dissolved upon any of the following events:

- Death or other event that prevents a member from participating in the operation of The company. In this event, the remaining members may vote not to dissolve The Company within 90 days. If the remaining members agree unanimously, The Company shall continue and not dissolve.
- Agreement of all members to dissolve The Company

OTHER PROVISIONS

Officers – Members may agree to appoint one or more officers to be responsible for representing The Company in its due course or business. It is agreed to appoint at least a president and a secretary. Other officers and officers may be appointed as the need arises or at the pleasure of the members. Officers may be compensated for services rendered in their respective positions. This compensation may be in addition to any other compensation received from The Company. The following members shall be officers of the company;

President	Paola S. Dattilio
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4. PSD Company, Inc.

Company Records – The Company Secretary must maintain all records for the Company that are required by law. This may include but not be limited to a list of all members including their addresses and ownership percentage, records of ownership transfers, minutes of all member meetings, bank statements and accounting records. These records are to be kept at the principle office of The Company and may be reviewed by any member by giving at least one days notice to the Company's Secretary.

Authority – Officers of The Company and or any member of The Company has the authority to transact any business or enter into any transaction or carry out any act to be complete the formation of The Company or further its financial interest in the due course of business with one exception: No member has the authority to obtain loans, lines of credit or commit The Company to any bank or lending institution without prior written approval of all members.

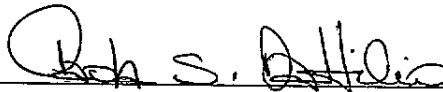
Disputes – In the event of a dispute between the members regarding this operating agreement or any matter regarding The Company, the dispute shall be settled by arbitration according to the rules of the American Arbitration Association. The arbitration or mediation shall be borne by the Company.

If the dispute cannot be settled by arbitration, the matter may go to before a court with jurisdiction in such matters. If the matter goes before a court, then the members individually shall bear the cost of the proceedings. The prevailing party may seek reimbursement of expenses related to the proceedings.

Changes – This document is the only agreement between the members of The Company and replaces any verbal or written agreement between members. It cannot be replaced, amended or altered in any way without the approval of the members of The Company that adopted and approved the agreement being replaced or amended. If any provision of this agreement is determined to be legally unenforceable, then that provision only shall be stricken from the agreement, leaving the remainder of the agreement in force.

As evidenced by their signatures below, the members hereby adopt this agreement in its entirety and agree to bound its terms. This signature need not be notarized.

Paola S. Dattilio, President:



Date:

5/10/02
