

ARTICLES OF ORGANIZATION OF JPP Media Consulting, LLC

We, the undersigned persons, pursuant to the Alabama Limited Liability Company Act, do hereby adopt the following Articles of Organization for the purpose of forming an Alabama Limited Liability Company:

Article I – Name

The Name of the limited liability company is to be **JPP Media Consulting, LLC** (the “Company”).

Article II – Duration

The Company's existence shall be perpetual.

Article III – Business Purposes

This Company is organized for the following purposes:

- (A) to create, develop and produce entertainment and intellectual properties, i.e. projects and/or concepts, for, but not limited to, the television, film and entertainment industries either as the primary entity and/or in a consultative capacity;
- (B) to provide technology based consulting that may or may not be related to entertainment and intellectual properties, i.e. projects and/or concepts, for, but not limited to, the television, film and entertainment industries;
- (C) to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act or activity concerning any and all lawful business for which a Limited Liability Company may be organized under the Alabama Limited Liability Company Act and any amendments thereto;
- (D) to enter into and make, perform and carry out contracts of every kind and description made for lawful purposes, without limit as to amount, with any person, firm, association, limited liability company, or corporation, either public or private;
- (E) to do business under fictitious or assumed names; to act as agent or principal; to become a member of a limited liability company, joint venture, association, general or limited partnership, trust, or any other form of business organization, or a stockholder in a corporation, by purchase, investment, affiliation or otherwise;
- (F) to have one or more offices and to carry on all or any of the objects and purposes herein enumerated, and to conduct the business of the Company in any of the states of the United States of America, the District of Columbia, the territories of the United States, and foreign countries;


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- (G) to purchase, otherwise acquire, hold and sell for investment purposes real and personal property and make other real and personal (or mixed) property investments, of every character and nature and wherever situated, as the members shall determine;
- (H) to borrow money and issue notes and other evidences of indebtedness, and to secure the payment or performance of its obligations by mortgage, deeds of trust, pledge, or otherwise;
- (I) to lend money with or without security, including but not limited to the security of mortgages, deeds of trust, pledges, or other hypothecations of real and personal property;
- (J) to carry on any other lawful business permitted Alabama law and to perform all acts in furtherance thereof.

Article IV - Registered Agent

The location and street address of the initial registered office of the Company shall be 8273 Castle Hill Road, Birmingham, AL 35242, and the name of the initial registered agent at such address shall be James P. Powell.

Article V - Members

The names and street addresses of Members who shall constitute the initial Members of the Company are as follows:

NAME	ADDRESS
James P. Powell	8273 Castle Hill Road Birmingham, Alabama 35242

Article VI - Additional Members

Additional members may be admitted by the member as provided in the Operating Agreement and/or Partnership Agreement, if any, or as otherwise allowed by applicable law.

Article VII - Effect of Cessation of Membership

The cessation of membership of one or more members will not result in the dissolution of the Company except as provided in the Company's Operating Agreement and/or Partnership Agreement, if any, and/or as required by applicable law.

Article VIII - Management

The Company shall be managed by one or more manager, and it shall or shall not be managed pursuant to the terms of the Operating Agreement and/or Partnership Agreement, or any amendments thereto. The names and addresses of the initial manager(s) who shall serve until the first annual meeting of members or until successors are elected and qualified are as follows:

NAME	ADDRESS
James P. Powell	8273 Castle Hill Road Birmingham, Alabama 35242

Article IX – Records

The Company shall keep at its principal place of business all records required to be maintained by the Company pursuant to Section 48-2b-119 of the Alabama Code Annotated, which records include, but are not limited to the following:

<u>NAME</u>	<u>ADDRESS</u>
James P. Powell	8273 Castle Hill Road Birmingham, Alabama 35242

IX.1

A current list, in alphabetical order, of the names and current business street address of each Member.

IX.2

A copy of the stamped Articles of Organization and all certificates of amendment thereto.

IX.3

Copies of all tax returns and financial statements of the Company for the past 3 years.

Article X – Contributions

No Member shall be obligated to make any contribution to the Company except those specifically set forth in the Operating Agreement and/or Partnership Agreement adopted by the Members of the Company.

Article XI – Dissolution

This Company shall be dissolved with the written consent of all its Members within thirty (30) days.

Article XII - Annual Report

The Company shall file all annual reports required by Alabama Law during the month of its anniversary date of formation as required by Section 48-2b-120, Alabama Code Annotated.

Article XIII – Amendments

The Articles of Organization shall be amended from time to time as required by Section 48-2b-121, Alabama Code Annotated.

Article XIV - Operating Agreement

An operating agreement and/or partnership agreement is not required to be filed with the Division of Corporations & Commercial Code.

Article XV – Indemnity

(A) Right to Indemnity. Every person who was or is a party, or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or

investigative, by reason of the fact that he or a person to whom he is the legal representative is or was a manager or member of the Company, or is or was serving at the request of the Company as a manager of another limited liability company, or as a director, officer or representative in a corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Alabama from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such managers, members or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any operating agreement or other agreement, vote of members, provision of law, or otherwise, as well as their rights under this Article.

(B) Expenses Advanced. Expenses of managers and members incurred in defending a civil or criminal action, suit or proceeding by reason of any act or omission of such managers or members acting as a manager or member shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of any undertaking by or on behalf of the manager or member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.

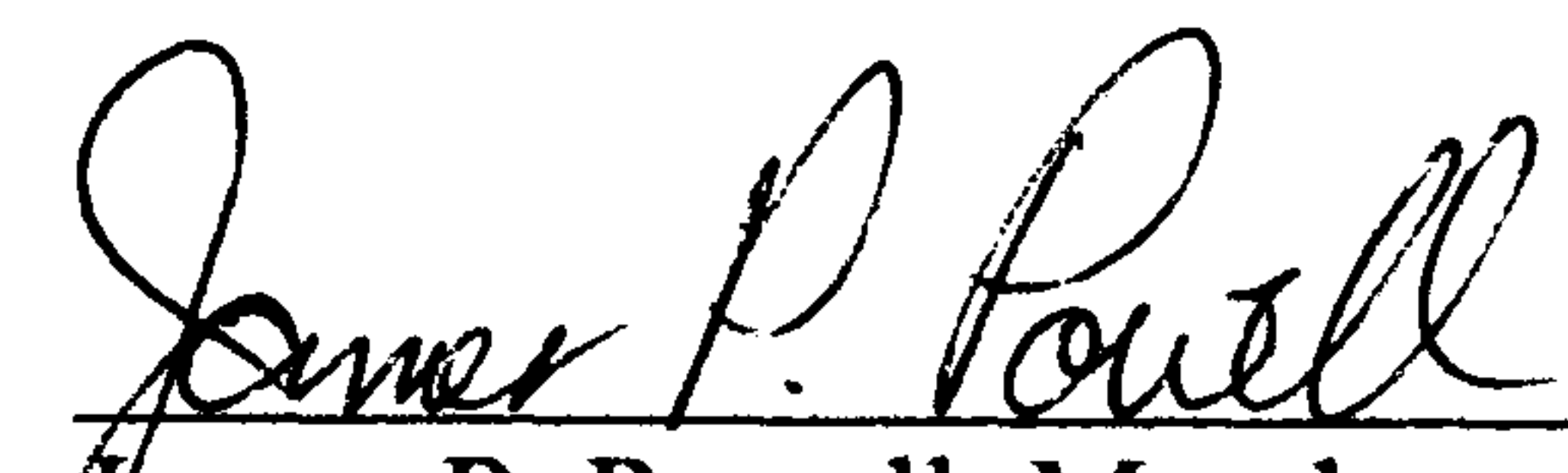
(C) Operating Agreement; Insurance. Without limiting the application of the foregoing, the members may adopt a provision in the operating agreement, if any, from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Alabama, and may cause the Company to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a manager or member of the Company, or who is or was serving at the request of the Company as a member or manager of another limited liability company, or as its representative in a corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Alabama, whether or not the Company would have the power to indemnify such person.

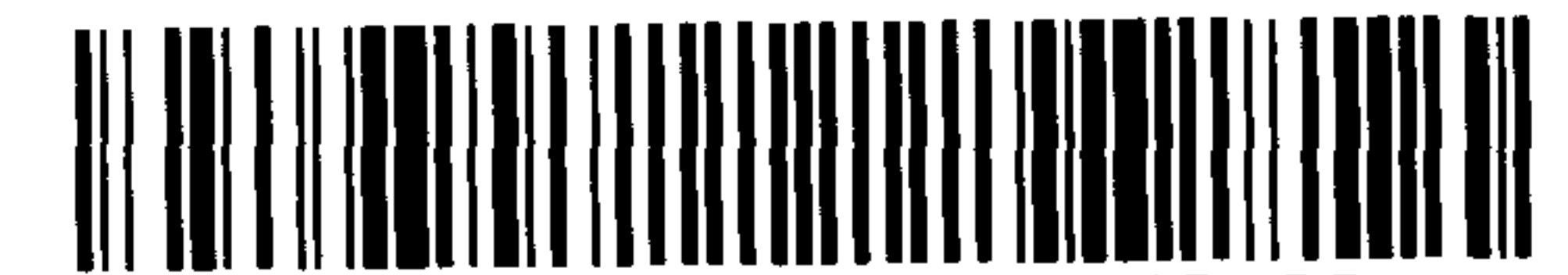
Article XVI – Return of Contributions

A member may only demand cash in return for his, her or its contribution to capital, but the Company may require a member to accept cash, property, promissory notes or any combination thereof in return for the member's contribution of capital.

Article XVIII – Effective Date & Signatures

The effective date of this Articles of Organization shall be its date of filing with the Judge of Probate of Shelby County, Alabama. **IN WITNESS WHEREOF**, the undersigned members have executed these Articles of Organization, the 31st day of January, 2007.


James P. Powell, Member


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