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J. BRYAN JAN 10 2006

ARTICLES OF ORGANIZATION  
OF  
STUMBLE-INN, L.L.C.

ARTICLE I - NAME

The name of the limited liability company is STUMBLE-INN, L.L.C., ("company") effective date for this entity shall be January 1, 2006.

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ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

c/o J. Zane, 4800 Riverside Drive, Suite 101  
Palm Beach Gardens, Florida 33410

Mailing Address:

c/o J. Zane, 4800 Riverside Drive, Suite 101  
Palm Beach Gardens, Florida 33410

ARTICLE III - REGISTERED AGENT,  
REGISTERED OFFICE, & REGISTERED AGENT'S SIGNATURE

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

Jeffrey P. Zane  
4800 Riverside Drive, Suite 101  
Palm Beach Gardens, Florida 33410

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.*

Jeffrey P. Zane

ARTICLE IV - MANAGERS OR MANAGING MEMBERS

The name and address of each Manager or Managing Member is as follows:

Title:

"MGR" = Manager

"MGMR" = Managing Member

Name and Address:

MGMR

RONALD L. HENSARLING (Ninety-nine Percent)  
c/o J. Zane, 4800 Riverside Drive, Suite 101  
Palm Beach Gardens, Fl. 33410

MGMR

KEVIN O'ROURKE (One Percent)  
c/o J. Zane, 4800 Riverside Drive, Suite 101  
Palm Beach Gardens, Fl. 33410

#### ARTICLE V - OTHER MATTERS

The purpose of this limited liability company is to operate the vessel Stumble-Inn, or any replacement, as a business and for personal use. The vessel shall operate in the northeast and midwest in the summer months and in Florida and the Bahamas during the remainder of the year.

Only partners owning fifty-one (51%) percent or more of this limited liability company shall have any potential personal liability on any mortgage or loan up to Four Hundred Thirty Thousand (\$430,000.00) Dollars which is approved via resolution. In the event controlling interest in this company changes the minority member will be relieved of debt liability and the new controlling member shall assume all debt liability. If the lender does not allow this change to occur the controlling member shall secure a new loan.

Contribution: The documented vessel Stumble-Inn, at Port of Record NVDC, WV, a 2005 Sea Ray Fifty, Hull #SERV11951405 manufactured by Sea Ray Boats, Inc., Merritt Island, Florida simultaneous with the purchase from MarineMax of Minnesota at the original purchase price, plus interest, fees paid, plus any additional equipment added, and Minnesota state sales tax of 6.5% paid as of August 10, 2005 individually on behalf of the L.L.C..

This is not a transfer of ownership that would create an additional sales tax event in Florida or an event to change status in the Marine Max System. It is for internal business only. A \$23,800.00 transfer and financing fee is hereby approved to MarineMax.

A copy of the original purchase agreement between MarineMax and Kevin O'Rourke on behalf of the L.L.C. is available for review.

In the event that either party is not happy with the business arrangement they may extend an offer to the other party to sell/purchase their interest in this limited liability company. The party being offered same shall have an option to sell/purchase first. The vessel shall stay in the MarineMax system. Also the Purchasing party shall pay the cost of transporting by truck or water to the location desired..

#### REQUIRED SIGNATURE:

*Ronald L. Hensarling*

Signature of a member or an authorized representative of a member.  
(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

**RONALD L. HENSARLING**

Typed or printed name of signee

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