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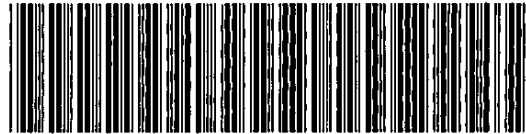
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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08 FEB -5 PM 12:02  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

FEB - 6 2008

# CommerceLawGroup

a professional limited company

Responding Office:

PO Box 357247  
Gainesville, FL 32635

January 25, 2008

Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

re: Alachua Family Sports, LLC (the "Company")

To Whom It May Concern:

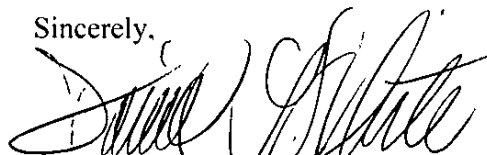
On behalf of the Company, please find enclosed the following original document(s) for immediate filing, along with one (1) photocopy(ies) of the same:

○ *Articles of Organization*

In regard to this filing, you will also find enclosed a check made payable to the Florida Department of State in the amount of \$155.00 representing the applicable fees associated herewith (articles of organization--\$100.00; registered agent fee--\$25.00; one (1) certified copy(ies) of record--\$30.00 (@\$30.00 per copy)). Once each of the originals has been filed, please return the requested certified copy(ies) of the record to my attention at the mailing address listed above.

Should you have any questions, please do not hesitate to call. Thank you in advance for your assistance.

Sincerely,



Daniel T. White, Esquire  
Managing Member

Encl.

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**SECRETARY OF STATE  
TALLAHASSEE FLORIDA**

**Articles of Organization**  
  
**of**  
  
**ALACHUA FAMILY SPORTS, LLC**

**ARTICLE I: NAME**

The name of this limited liability company shall be ALACHUA FAMILY SPORTS, LLC (the "Company").

**ARTICLE II: PRINCIPAL OFFICE AND MAILING ADDRESSES**

The Company's principal office location shall be as 14841 Main Street, Alachua, Florida 32615, and its mailing address shall be P.O. Box 357852, Gainesville, Florida 32635.

**ARTICLE III: REGISTERED OFFICE AND AGENT**

The registered office of the Company shall be 2645 N.W. 52<sup>nd</sup> Avenue, Gainesville, Florida 32605, and the Company's registered agent at that address shall be Daniel J. McCann.

**ARTICLE IV: DURATION OF COMPANY'S EXISTENCE;  
MEMBER WITHDRAWAL OR RESIGNATION**

(A) This Company shall have perpetual existence.

(B) No member of this Company may withdraw from this Company, except upon the unanimous affirmative action or written consent of the Company's members entitled to vote with respect thereto (and specifically excluding the member(s) seeking to withdraw).

(C) No member of this Company may resign or withdraw prior to the dissolution and winding up of this Company, except upon the unanimous affirmative action or written consent of the Company's members entitled to vote with respect thereto (and specifically excluding the member(s) seeking to resign).

Notwithstanding the foregoing, nothing contained in this Article shall prevent a person's termination as a member of this Company upon the suffering of an event described under Section 608.4237 of the Florida Limited Liability Company Act, as amended (the "Act") or its successor provision.

#### ARTICLE V: PURPOSE AND POWERS

This Company may engage or transact in any and all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation in which the Company choose to engage in business activities.

#### ARTICLE VI: ADDITIONAL MEMBERS

No person may be admitted as a member of or to this Company unless formally admitted pursuant to the affirmative action or written consent by not less than a majority-in-interest (as defined under the Act) of this Company's members entitled to vote with respect thereto (provided, however, that nothing contained in this Company's articles of organization shall be construed or interpreted as prohibiting this Company's operating agreement from requiring a greater or higher number or percentage in interest for approval, if permissible under the Act), and then only in strict compliance with any or all other applicable terms or conditions that may be provided in this Company's articles of organization or its operating agreement.

#### ARTICLE VII: ASSIGNMENT OF INTEREST; NO RIGHTS AUTOMATICALLY VESTED

(A) Prior to the dissolution and winding-up of this Company, no interest in this Company of any kind whatsoever shall be transferable or assignable, in whole or in part, directly or indirectly, voluntarily or involuntarily, whether by any member of this Company or any transferee, assignee or other holder who is not a duly admitted member, except upon the unanimous affirmative approval or consent of this Company's members entitled to vote with request thereto (and specifically excluding the person(s) seeking to so transfer or assign any such interest) and then only in strict compliance with any and all other applicable terms or conditions that may be provided in this Company's articles of organization or operating agreement.

(B) Any transferee, assignee or other holder of any interest in this Company who at the time of any transfer or assignment (or other event purporting to transfer or assign any rights relating to any interest in this Company) shall not be a duly admitted member of or to this Company, shall have no vested right, privilege or other entitlement to become or to be admitted as a member of this Company (or to cause this Company to admit any such person as a member) solely by reason of any such transfer, assignment or other event. Accordingly, no transferee, assignee or other holder of any interest in this

Company, without being a duly admitted member of this Company, shall have any right, privilege or entitlement to otherwise exercise any right or power of a member of this Company (including without limitation exercising any right or power to vote on any matter concerning any aspect of this Company's business or affairs on account of or with respect to any such interest) or, if otherwise allowable, to participate in the management of this Company's business and affairs. Nor shall any holder of any interest in this Company, without being a duly admitted member of this Company, have or possess any right, power or authority to grant to or appoint any other person as (including any current member of this Company) a proxy to vote any such interest or with respect to any such interest.

(C) Any transfer or assignment of any interest in this Company, or grant or conveyance any such proxy, which is not permitted under this Company's articles of organization or operating agreement or in strict accordance with any and all applicable terms or conditions contained therein, shall be void ab initio and without any force or effect.

#### ARTICLE VIII: AMENDMENTS

This Company's articles of organization or operating agreement may only be amended pursuant to the affirmative action or written consent of not less than a majority-in-interest (as defined under the Act) of this Company's members entitled to vote with respect thereto (provided, however, that nothing contained in this Company's articles of organization shall be construed or interpreted as prohibiting this Company's operating agreement from requiring a greater or higher number or percentage in interest for approval, if permissible under the Act). All amendments, alterations, revisions, restatements or repeals of this Company's operating agreement shall be consistent with this Company's articles of organization then in effect; and in all events any and all amendments, alterations, revisions, restatements or repeals of or to either this Company's articles of organization or its operating agreement shall be stated in writing and certified by an appropriate officer, manager or member of this Company.

#### ARTICLE IX: SEVERABILITY

In the event all or any portion of any provision of the Company's articles of organization is deemed to be unenforceable, the remainder of that or all other provisions shall not be affected thereby and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE X: MANAGEMENT

(A) The management of this Company shall be solely and exclusively conducted, and vested in, one or more managers, who from time to time shall be duly designated, appointed, elected, removed or replaced in the manner set forth in this Company's operating agreement. Accordingly, this Company shall be, exist and operate as a manager-managed company for all purposes under the by the Act.

(B) This Company shall be authorized to designate, appoint, elect or assign (as the case may be and from time to time) one or more traditional offices to one or more of its managers; and may, if permissible under the Act, delegate or assign one or more specific duties or responsibilities, or limit or restrict the authority to act on the Company's behalf, of or with respect to one or more of its managers or officers.

(C) No member of this Company, solely by reason of being a member, shall have any authority (apparent or actual) to act on this Company's behalf or to be an agent of this Company for purpose of conducting any aspect of its business or affairs; and no act of any member who is not also a manager of this Company acting within his actual authority shall be legally binding on this Company.

\* \* \* \* \*

Dated: January 25, 2008

A handwritten signature in black ink, appearing to read "Daniel T. White", written over a horizontal line.

Daniel T. White, Esquire  
Authorized Representative

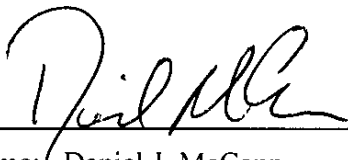
**CERTIFICATE OF REGISTERED AGENT**

Pursuant to the provisions of Section 608.415 or 608.507, Florida Statutes, ALACHUA FAMILY SPORTS, LLC, a limited liability company organized under the laws of the State of Florida, hereby submits the following statement to designate its initial registered office and agent in the State of Florida:

**Registered agent:** Daniel J. McCann

**Registered office:** 2645 N.W. 52<sup>nd</sup> Ave., Gainesville, Florida 32605

*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.*



Name: Daniel J. McCann

Dated: January 25, 2008

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