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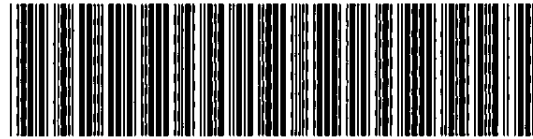
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B. KOHR

JUN 19 2008

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 616263 150067A

AUTHORIZATION :

*Spudde man*

COST LIMIT : \$ 125.00

ORDER DATE : June 18, 2008

ORDER TIME : 5:18 PM

ORDER NO. : 616263-005

CUSTOMER NO: 150067A

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FILED  
TALLAHASSEE, FLORIDA

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NAME: BONKR.COM, LLC

EFFECTIVE DATE:

XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Heather Chapman - EXT. 2908

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF ORGANIZATION  
OF  
BONKR.COM, LLC**

The undersigned hereby certifies that these Articles of Organization have been prepared and are being filed for the purpose of establishing a limited liability company under the laws of the State of Florida, and to provide for the formation, rights, privileges and immunities of limited liability companies for profit. The undersigned further declares that the following Articles shall serve as the Charter and authority for the conduct of the business of the limited liability company.

**ARTICLE I**

**Name and Principal Place of Business**

The name of the limited liability company shall be Bonkr.com, LLC and its principal office (street and mailing addresses) shall be located at 1558 Westover Loop, Lake Mary, Florida 32746, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

**ARTICLE II**

**Registered Agent and Registered Office**

The address of the initial registered office of the limited liability company is 1485 International Parkway, Suite 1031, Heathrow, Florida 32746, and the name of the company's initial registered agent at that address is Vihlen & Associates, P.A.

**ARTICLE III**

**Purposes and Powers**

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted by the limited liability company within the State of Florida, and any other states and in any part of the world, and for which the limited liability company is authorized to transact, shall be as follows:

1. to engage in any activity or business authorized under the laws of the State of Florida;
2. in general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do;
3. to purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired;

4. to enter into and make all necessary contracts for its business with any person, entity, partnership, association, limited liability company, corporation, domestic or foreign, or with any domestic or foreign state, government, or governmental authority, or with any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts;

5. to exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement, develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property of the entity and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit; and

6. to do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objectives, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or growing out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida or any other jurisdiction within which the limited liability company conducts business.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of the limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. Each clause shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit, the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not lawfully carry on, exercise or do under Florida law or under the law of any other jurisdiction within which the limited liability company conducts business.

#### ARTICLE IV Exercise of Powers

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the manager or managers of this limited liability company. This Article may be amended from time to time by a vote of the majority-in-interest of the members of the limited liability company.

**ARTICLE V**  
**Membership Restrictions**

Members shall have the right to admit new members by a vote of the majority-in-interest of the members of the limited liability company in accordance with the terms and conditions of this limited liability company's Operating Agreement. Contributions required by new members shall be determined as of the time of admission to the limited liability company.

A Member's interest in the limited liability company may not be sold or otherwise transferred except with the written consent of the majority-in-interest of the members of the limited liability company in accordance with the terms and conditions of this limited liability company's Operating Agreement.

The limited liability company may also admit associate members who do not have voting or financial rights in the limited liability company.

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business with the consent of a majority-in-interest of the remaining members in accordance with the terms and conditions of this limited liability company's Operating Agreement

**ARTICLE VI**  
**Capital Contributions**

The initial capital contributions of the members shall be as determined by a vote of the majority-in-interest of the members, with each member contributing toward such initial capital contribution in accordance with their membership percentage.

Additional contributions shall be made as determined by a vote of the majority-in-interest of the members. Members will make any required additional capital contributions in proportion to their percentage interest at the time of the required additional capital contributions.

**ARTICLE VII**  
**Profits and Losses**

Each member shall be entitled to a distributive share of the profits and losses of the business of the limited liability company in accordance with the member's ownership percentage. The distributive share of the profits or losses, as the case may be, shall be determined and paid to or by the members each year on a date determined by a vote of the majority-in-interest of the members.

## ARTICLE VIII

### Duration

This limited liability company shall exist until dissolved in a manner provided by law.

## ARTICLE IX

### Management

The limited liability company is to be managed by a manager or managers and is, therefore, a manager-managed company. The name and address of the initial manager who is to serve as manager until a successor or successors are elected and qualified is as follows:

Alex Lee Steffano  
1558 Westover Loop  
Lake Mary, Florida 32746.

## ARTICLE X

### Powers of the Manager

The manager shall have the sole right to manage the business of the limited liability company as provided by law or this instrument, including, without limitation, the following:

1. to have and exercise all the powers specified or otherwise permitted by the laws of the State of Florida;
2. to enter into, make, perform and carry out, or cancel and rescind contracts for any lawful arrangements for sharing profits or providing pensions to its employees;
3. to enter into general or limited partnership, limited liability company, corporation or joint venture, the purpose of which is similar to the purposes hereinafter set forth in this article;
4. to acquire (by purchase, exchange, lease, hire, or otherwise), hold, own, manage, operate, mortgage, pledge, give as security, exchange, sell, deal in and dispose of, either alone or in conjunction with others, personal property, tangible or intangible, and commodities of every kind, character, and description whatsoever or any interest in them;
5. to acquire (by purchase, exchange, lease, hire, or otherwise), hold, own, use, assign, lease, sell, convey or mortgage, either alone or in conjunction with others, the rights, property, and business of any domestic or foreign corporations, associations, partnerships, individuals, or other entities;
6. to borrow or raise monies from time to time, without limit as to amount; to execute, accept, endorse and deliver, as evidence of such borrowing, all kinds of securities, including but without limiting the generality thereof, promissory notes, drafts, bills of exchange, bonds, debentures, and other negotiable and non-negotiable instruments and evidences of indebtedness; and

to secure the payment and performance of the obligations thereunder by mortgage on, pledge of, or other security interest in the whole or any part of the assets of the corporation, whether at the time owned or after acquired;

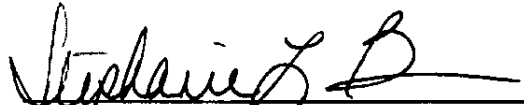
7. to make donations for the public welfare or for charitable, scientific or educational purposes;

8. to indemnify any person made a party to any action, suit, or proceeding, whether civil or criminal, by reason of the fact that he/she, his/her testator or intestate, is or was a member, manager or officer of the limited liability company, or of any entity which he/she served in such capacity at the request of the limited liability company, against the reasonable expenses, including attorney's fees, actually and reasonably incurred by him/her in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it, and to reimburse any such person any amount paid upon any judgment or in the reasonable costs of settlement of any such action, suit or proceeding; but to make no indemnification or reimbursement in relation to matters as to which it shall be finally adjudged in this action, suit, or proceeding that the member, manager or officer is liable for gross negligence or willful misconduct in the performance of duty to the limited liability company;

9. to do all and everything necessary, suitable or proper for the accomplishment of any of the enumerated purposes or any other purpose which the manager or members may deem advantageous for the limited liability company, the attainment of any of the objects or the furtherance of any of the powers herein before set forth, either alone or in conjunction with other limited liability companies, corporations, firms or individuals, and either as principals or as agents, and to do every act or acts, thing or things, incidental or pertinent to or growing out of or connected with the aforesaid objects, purposes or powers or any of them; and

10. to execute or deliver any other documents and contracts on behalf of the limited liability company as may be deemed necessary or desirable for the limited liability company's business.


**IN WITNESS HEREOF**, the undersigned, as an authorized representative of a member, has signed and acknowledged these Articles of Organization on this 18th day of June, 2008.

  
STEPHANIE L. BRENNAN, as Authorized  
Representative

**REGISTERED AGENT'S CERTIFICATE OF ACCEPTANCE**

Having been named as registered agent and to accept service of process for the above-stated limited liability company at the place designated in the Articles of Organization, 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, Florida Statutes.

VIHLEN & ASSOCIATES, P.A.  
1485 International Parkway, Suite 1031  
Heathrow, Florida 32746  
(407) 333-8880

  
STEPHANIE L. BRENNAN, as Authorized  
Representative