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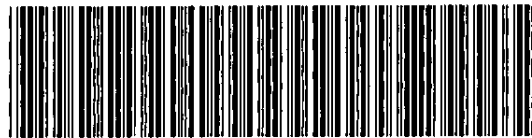
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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. KOHR

JUN - 9 2009

EXAMINER

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Keystone II, L.L.C.

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- ☐ Art of Inc. File _____
- ☐ LTD Partnership File _____
- ☐ Foreign Corp. File _____
- ☒ L.C. File _____
- ☐ Fictitious Name File _____
- ☐ Trade/Service Mark _____
- ☐ Merger File _____
- ☐ Art. of Amend. File _____
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- ☐ Dissolution / Withdrawal _____
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- ☐ Certificate of Status _____
- ☐ Certificate of Fictitious Name _____
- ☐ Corp Record Search _____
- ☐ Officer Search _____
- ☐ Fictitious Search _____
- ☐ Fictitious Owner Search _____
- ☐ Vehicle Search _____
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- ☐ UCC 11 Retrieval _____
- ☐ Courier _____

Signature _____

Requested by: _____

Name _____

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ARTICLES OF ORGANIZATION OF

KEYSTONE II, LLC

The undersigned certifies that he has associated himself for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. I further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I

NAME AND PRINCIPLE PLACE OF BUSINESS

The name of the limited liability company shall be **Keystone II, L.L.C.**, and its principle offices shall be located at **2005 South Florida Avenue** in the City of **Lakeland**, County of **Polk**, State of Florida, 33803 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

PURPOSE 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, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.
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, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or

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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 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.

6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, 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 going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be constructed as both purposes and powers of this 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. They 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, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III

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 members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE IV
MANAGEMENT

This limited liability company shall be managed by one (1) manager. Management of this limited liability company is reserved to its member, whose name and address is follows:

KEYSTONE CHALLENGE FUND, INC.

ARTICLE V
MEMBERSHIP RESTRICTIONS

Unless otherwise set forth in an Operating Agreement, members shall have the right to admit new members by unanimous consent. Contributions required of 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 unanimous written consent of all members, unless otherwise set forth in an Operating Agreement.

On 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 on unanimous consent of the remaining members unless otherwise set forth in an Operating Agreement.

ARTICLE VI
CAPITAL CONTRIBUTIONS

Unless otherwise provided in the Operating Agreement, capital contributions shall be paid to the limited liability company by all members in equal shares. Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members. Members will make contributions in equal shares.

ARTICLE VII
PROFITS AND LOSSES

(a) *Profit Sharing.* The members shall be entitled to the net profits arising from the operations of the limited liability company business that remain after the payments of the expenses of conducting the business of the limited liability company. Each member shall be entitled to the profits specified below, unless otherwise set forth in an Operating Agreement

Keystone Challenge Fund, Inc. - 100%

The distributive share of the profits shall be determined and paid to the members each year by December 31.

(b) *Losses.* All losses that occur in the operations of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, by the members in equal shares unless otherwise set forth in an Operating Agreement.

ARTICLE VIII
DURATION

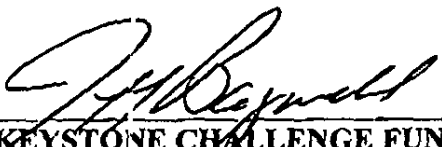
This limited liability company shall exist until dissolved in a manner provided by law, or as provided in the regulations adopted by the members, or as otherwise agreed by members.

ARTICLE IX
INITIAL REGISTERED OFFICE AND REGISTERED
AGENT

The address of the initial registered office of the limited liability company is **2005 South Florida Avenue, Lakeland, Florida 33801** and the name of the company's initial registered agent at that address is **Jeff Bagwell**.

The undersigned, being the original member of the limited liability company, certifies that this instrument constitutes the proposed Articles of Organization of **Keystone II, LLC**.

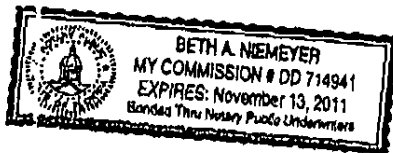
Executed by the undersigned at 114 North Tennessee Avenue, Suite 204, Lakeland,
Florida 33801, this 3rd day of June, 2009.

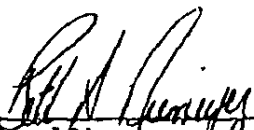

KEYSTONE CHALLENGE FUND, INC.
Managing Member
By: Jeff Bagwell as it's President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3rd day of June, 2009 by
Jeff Bagwell as President of Keystone Challenge Fund, Inc., who is personally known to
me or have produced **Florida's driver's license** as identification.




Printed Name: Beth A. Niemeyer
Notary Public
My Commission Expires: 11/13/11