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TALLAHASSEE, FLORIDA

C. LEWIS

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EXAMINER

William L. Ewell, Jr.
Attorney PLC
1350 Palmwood Drive
Sarasota, FL 34232-3419
Admitted: Florida, Maryland
941.371-7095(ph)
815.301.9048(fax)

December 21, 2009

Division of Corporations
Registration Section
Florida Department of State
P.O. Box 6327
Tallahassee, Florida 32314

RE: BETSEY DOWNING YOGA, LLC

Ladies and Gentlemen:

I have enclosed an original and a copy of the Articles of Organization for the above-referenced limited liability company (LLC).

PLEASE MAKE THE EFFECTIVE DATE OF FORMATION FOR THE ABOVE-REFERENCED LLC JANUARY 1, 2010, OR JANUARY 4, 2010 OR THEREAFTER.

In addition, a check in the amount of \$ 160.00 is enclosed which represents the following fees:

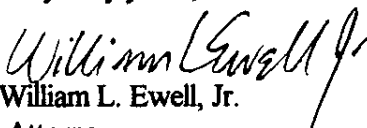
- a. **\$ 125.00 Filing Fee for Articles of Organization and Designation of Registered Agent,**
- b. **\$ 30.00 Certified Copy, and**
- c. **\$ 5.00 Certificate of Status.**

Total	\$ 160.00
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Please file the original of the enclosed Articles of Incorporation and return a certified copy to the following: William L. Ewell, Jr., Attorney PLC, 1350 Palmwood Drive, Sarasota, FL 34232-3419.

If you have any questions, please do not hesitate to contact me at (941) 371-7095. Thank you for your customary cooperation.

Very truly yours,


William L. Ewell, Jr.
Attorney

**ARTICLES OF ORGANIZATION
OF
BETSEY DOWNING YOGA, LLC**

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TALLAHASSEE, FLORIDA

The undersigned, Elizabeth A. Downing, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, F.S. Chapter 608, hereby makes, acknowledges, and files the following Articles of Organization.

**ARTICLE I
NAME**

The name of the limited liability company shall be **BETSEY DOWNING YOGA, LLC** ("Company ").

**ARTICLE II
ADDRESS**

The mailing address of the Company is 6708 The Masters Avenue, Lakewood Ranch, Florida 34202.


The street address of the principal office of the Company is 6708 The Masters Avenue, Lakewood Ranch, Florida 34202.

**ARTICLE III
REGISTERED AGENT, OFFICE AND AGENT'S SIGNATURE**

The name and street address of the registered agent of the Company in the state of Florida are David G. Everett, 6708 The Masters Avenue, Lakewood Ranch, Florida 34202.

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 obligations of my position as registered agent as provided for in Chapter 608, F.S.


David G. Everett

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TALLAHASSEE, FLORIDA

ARTICLE IV MANAGEMENT

The Company is to be managed by one or more managers and is, therefore, a manager-managed Company.

ARTICLE V PURPOSE

The Company offers yoga workshops and trainings nationally and internationally. Specifically, the workshops and trainings highlight Anusara Yoga, an exceptionally therapeutic hatha yoga style that elegantly weaves together all aspects of yoga. Anusara Yoga is heart-oriented, spiritually inspiring, and yet grounded in a deep knowledge of optimal body alignment. Specific Universal Principles of Alignment are presented to ensure safety in the poses and create balance in the body. In addition, the workshops and trainings focus on Pranayama practice, Tantric Philosophy, and Progressive Teaching techniques.

The Company may engage in any lawful transaction or business without limitation, to include any activity incidental to, connected with or in advancement of the foregoing purposes.

ARTICLE VI
POWERS OF MANAGER

The undersigned Manager shall have power and authority, on behalf of the Company and subject to the limitations set forth hereinafter:

- (a). To acquire property from any Person or Entity as the Manager may determine;
- (b). To borrow money for the Company from banks, other lending institutions, or Affiliates of the Manager on such terms as they deem appropriate, and in connection therewith, to encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Company's Manager;
- (c). To purchase liability and other insurance to protect the Company's property and business;
- (d). To hold and own any Company real and/or personal properties in the name of the Company;
- (e). To invest any Company funds temporarily (by way of example but not limitation) in time deposits, money-market funds or other investments;
- (f). To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;
- (g). To execute on behalf of the Company all instruments and documents, including, without limitation, annual or other periodic reports and other filings required to be made to the Florida Secretary of State or other governmental entities, checks; drafts; notes and other negotiable instruments; partnership agreements; and any other instruments, in the opinion of the Manager, essential to the business of the Company;
- (h). To employ accountants, legal counsel, managing agents or other experts to perform services for the Company, and to define their duties and authority, which may include authority granted to the Manager under the Act, and to compensate them from Company funds;
- (i). To retain and compensate employees and agents generally, and to define their duties and authority;
- (j). To enter into any and all other agreements on behalf of the Company, with any other Person or Entity for any purpose; and to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

ARTICLE VII INDEMNIFICATION

The Company shall indemnify the undersigned Manager against any expense, loss, damage or liability, including reasonable attorneys' fees, actually and reasonably incurred by the Manager in connection with, arising from or related to any act or omission of the undersigned Manager on behalf of the Company relating to the Manager's acting or failing to act in such capacity, if the Manager in good faith reasonably believed such action to be in or not opposed to the best interests of the Company.

ARTICLE VIII DURATION

The Company shall continue until the death or incapacity of the undersigned.

ARTICLE IX RIGHT OF FIRST REFUSAL DISSOLUTION

The undersigned believes it is desirable to control the ownership of the Company and thereby to facilitate the continuous, harmonious and effective management of the affairs, policies, and operations of the Company.

The purpose of this Article is to assure the undersigned Manager, together with her heirs, successors and assigns, the right of first refusal regarding transfer of ownership of the Company should the undersigned or any owner of any interest in the Company die, retire, or terminate from the Company for any reason.

It is the intention of the undersigned Manager to restrict the transfer of ownership of the Company and to provide a market for the sale of the Company upon the death, retirement or incapacity of the undersigned Manager.

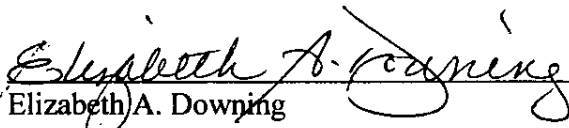
The Company recognizes that the loss of the services of the undersigned Manager would constitute a serious impairment to the effective conduct of its business and also might appreciably reduce the value of its goodwill.


Upon the death of any owner, other than the undersigned, of any interest of the Company (the "Decedent"), the Company shall purchase and the Decedent's personal representatives shall sell all of the interest owned by the Decedent at the time of Decedent's death, as soon as practicable after the Decedent's death, such sale to the Company to occur in no event longer than six (6) months after the date of death of the Decedent.

Upon the death or written consent of the undersigned Manager, David G. Everett shall undertake the sale or dissolution of the Company.

IN WITNESS WHEREOF, the undersigned has made and subscribed these articles of organization at Sarasota, Florida, on December 21, 2009.

Effective Jan. 1, 2010


Elizabeth A. Downing


William L. Ewell, Jr.
Witness

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