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CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

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ACCT. #FCA-14

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CONTACT: RICKY SOTO

DATE: 10/06/2011

REF. #: 001869.155218

CORP. NAME: CELSIUS TENNIS ACADEMY, INC. (a Florida corporation) converting to CELSIUS TENNIS ACADEMY, LLC (a Florida LLC)

- | | | |
|---|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input checked="" type="checkbox"/> CERTIFICATE OF CONVERSION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 541736 **FOR \$** 180.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$** _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

**CERTIFICATE OF CONVERSION
OF
CELSIUS TENNIS ACADEMY, INC
TO
CELSIUS TENNIS ACADEMY, LLC**

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DIVISION OF CORPORATIONS
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THIS CERTIFICATE OF CONVERSION is submitted in accordance with Sections 607.1112 and 608.439, Florida Statutes, to convert CELSIUS TENNIS ACADEMY, INC, a Florida corporation, into CELSIUS TENNIS ACADEMY, LLC, a Florida limited liability company.

1. The name of the converting entity immediately prior to the filing of this Certificate of Conversion is CELSIUS TENNIS ACADEMY, INC, a corporation first organized under the laws of the State of Florida on October 11, 2002 (the "Corporation").

2. The name of the limited liability company the Corporation shall convert to is CELSIUS TENNIS ACADEMY, LLC, a limited liability company first organized under the laws of the State of Florida on October 6, 2011 (the "LLC"). A copy of the certified Articles of Organization of the LLC is attached hereto as Exhibit A and made a part hereof.

3. The Plan of Conversion, annexed hereto as Exhibit B and made a part hereof ("Plan of Conversion"), meets the requirements of Florida Statutes Section 607.1112(3) and was approved by the shareholders and directors of the Corporation in accordance with Section 607.1112(6).

4. Pursuant to the Plan of Conversion, all issued and outstanding shares of the common stock of the Corporation will be cancelled upon the conversion of the Corporation to the LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Conversion effective as of October 6, 2011.

CONVERTING CORPORATION

CELSIUS TENNIS ACADEMY, INC,
a Florida corporation

By: [Signature]
Cary Cohenour
President

LLC

CELSIUS TENNIS ACADEMY, LLC,
a Florida limited liability company

By: [Signature]
Cary Cohenour
Manager of the LLC

Audit#

EXHIBIT "A"

ARTICLES OF ORGANIZATION

CELSIUS TENNIS ACADEMY, LLC
a Florida limited liability company

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ARTICLE I
NAME

The business and affairs of the Limited Liability Company shall be conducted under the name of:

CELSIUS TENNIS ACADEMY, LLC

ARTICLE II
PRINCIPAL OFFICE

The street address and mailing address of the principal place of business of the Limited Liability Company shall be:

3737 S. Tuttle Avenue
Sarasota, FL 34239

ARTICLE III
INITIAL REGISTERED AGENT/OFFICE

The registered office of the Limited Liability Company and its initial registered agent shall be:

Cary Cohenour
3737 S. Tuttle Avenue
Sarasota, FL 34239

ARTICLE IV
EFFECTIVE DATE

The effective date of filing of these Articles of Organization is October 6, 2011.

Audit#

00058571.WPD;1

Audit#

ARTICLE V
MANAGEMENT AND POWERS

The business and affairs of the Limited Liability Company shall be managed by one or more Managers elected as provided in the Regulations or Operating Agreement of the Limited Liability Company.

IN WITNESS WHEREOF, these Articles of Organization have been executed as of the
6th day of October, 2011.

By: 

Cary Cohenour

"Authorized Representative"

Audit#

Audit#

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 608.415 of the Florida Statutes, the undersigned Limited Liability Company submits the following statement to designate a registered office and registered agent in the State of Florida.

1. The name of the Limited Liability Company is:

CELSIUS TENNIS ACADEMY, LLC

2. The name and the Florida street address of the registered agent is:

Cary Cohenour
3737 S. Tuttle Avenue
Sarasota, FL 34239

Having been named 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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By: _____

Cary Cohenour

"Registered Agent"

Audit#

EXHIBIT "B"

PLAN OF CONVERSION OF CELSIUS TENNIS ACADEMY, INC TO CELSIUS TENNIS ACADEMY, LLC

THIS PLAN OF CONVERSION ("Agreement") is entered into as of October 6, 2011 by and between CELSIUS TENNIS ACADEMY, INC, a Florida corporation (the "Corporation"), and CELSIUS TENNIS ACADEMY, LLC, a Florida limited liability company (the "LLC"), both located at 3737 S. Tuttle Avenue, Sarasota, FL 34239. The Agreement, which was adopted and approved by Corporation and the LLC, in accordance with Florida Statutes 607.1108 and 608.4381, respectively.

RECITALS

- A. The Corporation has issued 100 shares of the common stock of the Corporation.
- B. The Board of Directors and the Shareholders of the Corporation have deemed it advisable that the Corporation convert to the LLC under and pursuant to the provisions of this Agreement and in accordance with the applicable statutes of the State of Florida (the "Conversion").
- C. It is intended that the Plan meets the requirements of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"), as a "tax free" reorganization.
- D. Corporation has continuously actively engaged in the business of sports instruction and related sales.
- E. LLC was organized on October 6, 2011 for the purposes of the Conversion. A copy of the Articles of Organization of LLC are attached hereto as Exhibit A and made a part hereof.
- F. LLC has not transacted business or issued membership interests prior to the Conversion.
- G. LLC will continue the historic business of Corporation.
- H. The fair market value of the LLC membership interests that the Shareholders will receive in the conversion will be equal to the fair market value of the Corporation's shares that will be converted into LLC membership rights in connection with the Conversion.
- I. The Shareholders of Corporation will receive no consideration other than LLC membership interests for their Corporation shares and LLC will issue no LLC membership interests except in exchange for Corporation's shares.
- J. No Shareholder has any plan or intention to sell, exchange or otherwise dispose of any of the LLC membership interests that he or she will receive in the Conversion.

K. Immediately after Corporation's conversion to LLC, the Corporation's shareholders will own all of the outstanding membership interests of LLC and will own such rights solely by reason of their ownership of Corporation's stock immediately prior to the Conversion.

L. Immediately after Corporation's conversion to LLC will continue to hold all of the assets and liabilities that it held as the Corporation. No assets will be distributed and there are no dissenting shareholders. The Conversion shall constitute a continuation of the existence of the Corporation in the form of a Florida limited liability company.

M. At the time of the Conversion, Corporation will not have outstanding any warrants, options, convertible securities, or any other type of right pursuant to which any person could acquire an ownership interest in Corporation or LLC.

N. Corporation has no plan or intention to reacquire or redeem Corporation's shares.

O. LLC has no plan or intention to sell or otherwise transfer or dispose of any of the assets that it held as Corporation.

P. In connection with the Conversion, no Shareholder will incur any expense.

Q. Corporation is not presently under the jurisdiction of any court in a Title 11 case or similar case within the meaning of section 368(a)(3)(A) of the Code.

R. Immediately after the Conversion, LLC will not be under the jurisdiction of any court in a Title 11 case or similar case within the meaning of section 368(a)(3)(A) of the Code.

S. LLC's election under Treas. Reg. § 301.7701-3 to be treated as an association taxable as a corporation will be effective as of the date of the conversion.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Corporation and LLC hereby agree pursuant to the applicable laws of the State of Florida, that the Corporation shall be, and it is hereby is, converted to LLC; and, that the terms and conditions of the Conversion and the mode of carrying the same into effect are and shall be as follows:

1. **Recitals.** The foregoing Recitals are hereby ratified and confirmed, and are true, correct and complete as hereby incorporated herein.

2. **Name and Jurisdiction of the Entities Party to the Conversion.**

a) **Corporation**

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document #</u>
Celsius Tennis Academy, Inc 3737 S. Tuttle Avenue Sarasota, FL 34239	Florida	corporation	P02000110304

b) LLC

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document #</u>
Celsius Tennis Academy, LLC 3737 S. Tuttle Avenue Sarasota, FL 34239	Florida	limited liability company	

3. **Conversion; Effectiveness.** The name of the LLC shall be CELSIUS TENNIS ACADEMY, LLC, a Florida limited liability company, and shall be governed by the laws of the State of Florida. The purposes, powers and objects, identity, existence, privileges, franchises and immunities of the LLC are expanded in the Articles of Organization of the LLC (as filed with the Secretary of State of Florida), from and after the filing of the Certificate of Conversion; and, the identity, existence, property, assets, rights, privileges, powers, franchises and immunities of the Corporation shall be converted to LLC, and the LLC shall be fully vested therewith. The Conversion shall constitute a continuation of the existence of the Corporation in the form of a Florida limited liability company.

4. **Business Purpose.** Upon the filing of the Certificate of Conversion, the business purpose of the LLC shall be the business purpose of the Corporation.

5. **Articles of Organization.** From and after the filing of the Certificate of Conversion and until further amended as provided by the laws of the State of Florida, the Articles of Organization of the LLC shall be the Articles of Organization as filed with the Secretary of State.

6. **Management.** Each person who is a director or officer of Corporation shall serve in the corresponding capacity as a manager or officer of the LLC. The name and business address of the Managers for the LLC are:

<u>Name</u>	<u>Address</u>
Cary Cohenour	3737 S. Tuttle Avenue Sarasota, FL 34239

7. **Manner and Basis of Converting Shares of Merging Corporation.** The Shareholders of the Corporation shall surrender all of their shares of the common stock of the Corporation (the "Shareholders' Shares") in exchange for equal ownership interests in the LLC. Upon surrender to the LLC of all of the Shareholders' Shares, the Shareholders' Shares shall be cancelled and equal interests in the LLC shall be issued in equal percentages to the Shareholders of the Corporation. Subsequent to the Conversion, the Shareholders of the Corporation shall own all of the interests of the LLC in the same percentages as they own their interests in the Corporation.

8. **Satisfaction of Rights of Dissenting Entity Shareholders.** The Shareholders' Shares, into which membership interests in the LLC shall have been or would have been converted and become exchangeable for under this Agreement, shall be deemed to have been paid in full satisfaction of such converted Shareholders' Shares.

9. **Effect of Conversion.**

a. Upon the filing of the Certificate of Conversion, the LLC shall possess, all and singular, the rights, privileges, immunities, powers and franchises of a public, as well as a private nature, and be subject to all the restrictions, disabilities and duties of the Corporation, and all property, real, personal and mixed, of the Corporation and all debts due the Corporation on whatever account, as well as for share subscriptions and all other things in action or belonging to the Corporation, shall be vested in the LLC; and, all property, rights, privileges, powers and franchises, and all and every other interest shall be, thereafter, as effectually the property of the LLC as they were of the Corporation, and the title of any real estate vested by deed or otherwise in the Corporation shall not revert or be in any way impaired by reason of the Conversion; provided, however, that all rights of creditors and all liens upon any property of the Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Corporation shall thenceforth attach to the LLC and may be enforced against it to the same extent as if the said debts, liabilities and duties had been incurred or contracted by the LLC. The LLC may record a certified copy of the Certificate of Conversion in any county in which the Corporation holds an interest in real property.

b. If at any time after the filing of the Certificate of Conversion, the LLC shall consider it to be advisable that any further conveyances, agreements, documents, instruments and assurances of law or any other things are necessary or desirable to vest, perfect, confirm, or record in the LLC the title to any property, rights, privileges, powers and franchises of the Corporation or otherwise carry out the provisions of this Agreement, the proper officers of the Corporation last in office shall execute and deliver upon the LLC's request, any and all proper conveyances, agreements, documents, instruments and assurances of law, and do all things necessary or proper to vest, perfect or confirm title to such property, rights, privileges, powers and franchises in the LLC, and otherwise to carry out the provisions of this Agreement.

10. **Filing with the Florida Secretary of State.** The Corporation and the LLC shall cause their respective officers and members, or authorized representatives thereof, to execute the Certificate of Conversion in the form annexed to this Agreement as Exhibit B, and upon the execution of this Agreement, shall be deemed incorporated by reference into the Certificate of Conversion as if fully set forth in such Certificate of Conversion and shall become an exhibit to such Certificate of Conversion. In accordance with Florida Statutes, the Conversion shall be effective as of the date of the filing of the Certificate of Conversion with the Florida Secretary of State's office.

11. **Termination; Abandonment.** Notwithstanding the provisions hereof, this Agreement may be terminated and the Conversion abandoned at any time prior to the filing of the Certificate of Conversion, as allowed by Florida law.


12. **Amendment and Waiver.** Either entity that is party to the Conversion may at any time prior to the filing of the Certificate of Conversion by appropriate action taken and duly authorized in accordance with applicable law waive any of the terms and conditions of this Agreement or agree to an amendment or modification of this Agreement by an agreement, in writing, executed in the same manner (but not necessarily by the same persons) as this Agreement; provided, however, that after a favorable vote by the shareholders or members of a party hereto, any such action shall be taken by that party only if, in the opinion of its officers and directors and managers and managing members, respectively, so acting, such amendment or modification will not have a material and adverse effect on the benefits intended under this

Agreement for the shareholders and members, respectively, of such party and will not require re-solicitation of any proxies of such shareholders and members.

IN WITNESS WHEREOF, each the Corporation and the LLC have caused this Agreement to be executed by its appropriate authorized officers or member, or authorized representative thereof, as of the date first written above.


CORPORATION

CELSIUS TENNIS ACADEMY, INC,
a Florida corporation

By: 
Cary Cohenour
Its President

LLC

CELSIUS TENNIS ACADEMY, LLC,
a Florida limited liability company

By: 
Cary Cohenour
Its Manager