

P00000096832

TRANSMITTAL LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

900003425009--3  
-10/16/00--01016--002  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

SUBJECT: Miami Athletic club inc.  
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the articles of incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

ADDITIONAL COPY REQUIRED

SECRETARY OF STATE  
TALLAHASSEE, FL 32304

00 OCT 13 AM 8:53

FILED

FROM: Georges Romain  
Name (Printed or typed)

10036 Winding Lake RD APT 204  
Address

Sunrise, FL 33351  
City, State & Zip

(954) 533-0587  
Daytime Telephone number

W 24305

NOTE: Please provide the original and one copy of the articles.

✓ R. VARNADORE OCT 16 2000



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

October 6, 2000

GEORGES ROUMAIN  
10036 WINDING LAKE RD APT 204  
SUNRISE, FL 33351

SUBJECT: MIAMI ATHLETIC CLUB INC  
Ref. Number: W00000024305

We have received your document for MIAMI ATHLETIC CLUB INC, however, upon receipt of your document no check was enclosed. Please send a check or money order payable to the Department of State.

The fees for profit and nonprofit, domestic or foreign are as follows:

Filings Fees:	\$35.00
Registered Agent	
Designation	\$35.00
Certified Copy	\$8.75
Certificate of Status	\$8.75

We regret that we were unable to contact you by phone. Please return the corrected document with a letter providing us with an address and telephone number where you can be reached during working hours.

The telephone number you gave us is disconnected.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6923.

RoseAnn Varnadore  
Corporate Specialist Supervisor

Letter Number: 300A00053058

## **ARTICLES OF INCORPORATION**

In compliance with Chapter 607 and/ or Chapter 621, F.S. (Profit)

### **ARTICLE 1**

The name of the corporation shall be:  
MIAMI ATHLETIC CLUB INC.

### **ARTICLE 11 PRINCIPAL OFFICE**

The principal place of business/ mailing address is:  
10036 Winding Lake Rd. Apt #204  
Sunrise, FL. 33351

### **ARTICLE 111 PURPOSE**

The purpose for which the corporation is organized is:

- (1) To provide the highest level of entertainment and competition for its fans and supporters.
- (2) To engage in all aspects of the business of acquiring membership in the United Soccer League (USL), formerly United States Interregional Soccer League and to engage in the business of owning and operating professional and amateur soccer teams for competitive play in the United States.
- (3) To also engage in all aspects of business of acquiring membership in the National tournament in Haiti
- (4) To carry on any business or other activity that may be lawfully engaged in by a business and for profit corporation organized under the laws of the Commonwealth of Massachusetts, whether or not related to the general business of professional and amateur soccer.
- (5) To enter into any lawful business relationship either as a principal, agent or contractor; through a wholly owned or partially owned subsidiary; or through a joint venture or other arrangement with any other corporation, association, trust or individual.
- (6) To purchase, sell, lease, and mortgage any real estate wherever located.

### **ARTICLE IV SHARES**

The number of shares of stock is:  
20,000,000 at a dollar per share.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## **ARTICLE V INITIAL OFFICERS/DIRECTORS**

Article of Incorporation of Miami Athletic Club INC.

Georges Roumain	C.E.O. & Chairman
Jn Mick Salomon	Treasurer & Finance
Erick Bourraine	Director Marketing & Sales
Denis Courage	Director Technic & Head Coach

## **ARTICLE V1 REGISTERED AGENT**

The name and Florida street address registered agent is:

Georges Roumain  
10036 Winding Lake Rd.,#204  
Sunrise, FL 33351-5652

## **ARTICLE V11 INCORPORATOR**

The name and address of the Incorporator is:

Georges Roumain  
10036 Winding lake RD,#204  
Sunrise, FL 33351-5652

## **ARTICLE VIII RESTRICTION ON TRANSFER OF STOCK**

On transfer of any shares of capital stock of the Corporation shall be made, other than transfers occurring by operation of law, in the event of a merger or consolidation or corporate stock, and other than transfers to a stockholder's husband, wife, children or any such person or the stockholder, except upon full compliance with the following provisions:

In case any stockholder ("offering stockholder") of the corporation should desire to sell, pledge, or otherwise transfer any shares of capital stock, he or she shall first give notice in writing ("written notice") to the clerk of the Corporation of his or her intention to dispose of such shares. The written notice shall contain the following information: The name and mailing address of the offering Stockholder, the number of shares to be disposed of, the price or other consideration per share, the terms upon which such disposition is to be made, and the name of the person or persons to whom notice to the clerk shall constitute an offer to the Corporation by the offering stockholder to sell, pledge or otherwise dispose of said shares for the consideration and upon the terms stated in the written notice. Such offer shall be irrevocable for a period of thirty days from the date of delivery of the written notice to the clerk.

In the event that such offer is rejected or is not accepted by the corporation within the thirty-day period, the shares shall then be offered to the other stockholders of the corporation ("offeree Stockholders"), such offer to be made as follows: The Corporation shall, not later than the last day of the thirty-day period mail to each of the other stockholders of record at their addresses as the same appears on the books of the Corporation, a copy of the written notice, and the mailing of said copies of the written notice shall constitute an irrevocable offer by the offering Stockholder to the offeree Stockholders for a period of twenty days from the date of said mailing to sell, pledge or otherwise dispose of the number of shares set forth in the notice and for the consideration and upon the terms stated in the written notice. An offeree Stockholder may accept such written offer by mailing to the offering Stockholder within said twenty-day period a written acceptance indicating how many of such offered shares the offer stockholder wishes to purchase. He or she may accept the offer with respect to any or all of the offered shares. In the event that acceptances are submitted for a total number of shares which is in excess of the number of shares offered, the number of shares allocable to some or all of the accepting offeree shareholders shall be reduced (but not increased) in such a manner that the distribution of the offered shares best approximates the relative shareholdings in the Corporation of the accepting offeree Stockholders.

In the event that no acceptances are tendered by the offeree Stockholders, the offering Stockholder may sell, pledge or otherwise dispose of the shares designated on the written notice, but any deviation from the terms of such disposition shall require the making a new offer to the Corporation and (if rejected or not accepted by the Corporation) to the offeree Stockholder in accordance with the provisions hereof. In the event that acceptances are tendered by the offer Stockholders for less than all the shares offered, the offering Stockholder may either:

(1) sell pledge or otherwise dispose of the remaining shares to the person or persons and for the consideration and upon the terms set forth in the written notice, and deviation from such terms (except with respect to the number of shares) requiring the making of a new offer as herein above provided

(2) Or refuse to sell, pledge or otherwise dispose of any shares to the offeree stockholders, in which case the offering stockholder shall not in any manner transfer or dispose of any shares of common stock of this corporation except upon the making of a new offer in accordance with the provision hereof.

Any offer to the Corporation made hereunder may be accepted by the Corporation by mailing a letter of acceptance to the offering Stockholder at his address as shown in the written notice not later than the last day of the thirty-day period or by making actual delivery of such letter of acceptance to the offering Stockholder on or before the last day of said period and the sale, pledge or other disposition shall be consummated not later than ten days after the mailing or delivery of said letter of acceptance. Any offer to an offeree stockholder made hereunder may be accepted by the offeree Stockholder by mailing a letter of acceptance to

the offering stockholder, at his address as set forth in the written notice no later than the last day of the twenty-day period or by making actual delivery of said letter of acceptance to the offering Stockholder on or before the last day of said period, a copy of which letter of acceptance shall be mailed or delivered by the offeree stockholder to the Corporation at the time of mailing or delivery to the offering stockholder, and sale, pledge to other disposition shall be consummated, subject to the right of the offering stockholder to refuse to sell as provided in the preceding paragraph hereof, not later than ten days after the expiration of the twenty-day period.

In addition to the aforementioned restrictions on transfer, in the event of the death of an individual stockholder, no transfer of any shares of capital stock of the corporation shall be made, except upon full compliance with the following provisions:

A. The Stockholder's executor or administrator (the "Representative") shall, prior to making any transfer of any shares of capital stock of this corporation other than transfers to the Stockholder's husband, wife, children, or any trustee for the benefit of any such person, be deemed to be an "offering stockholder" and subject to all the aforementioned restrictions except as modified below.

B. The written notice shall contain the following information: The name mailing address of the Representative, the number of shares to be transferred, the terms upon which such transfer is to be made, and the fair market value of the shares. The delivery of the written notice to the clerk shall constitute an offer to the corporation by the Representative to sell such shares for their fair market value.

C. The fair market value of the shares shall be determined by mutual agreement of the Representatives, this corporation, and the other stockholders of the Corporation. In the event that the fair market value of the shares cannot be determined by mutual agreement within 90 days of the death of the stockholder, then within 120 days after the death of the stockholder, the Representative and the surviving Stockholder shall each appoint an arbitrator, and the arbitrators so chosen shall together select the third arbitrator who shall serve as chairman of the panel. If the arbitrators are unable to agree on a selected in accordance with the rules of the American Arbitration Association. The members of the panel shall consider such evidence as any of its members may consider relevant to valuation of this Corporation's capital stock and shall within 60 days of their selection deliver to the Representative in writing their finding with respect to the fair market value of the shares of such capital stock as of the date of the stockholder's death. In the event that a majority of the panel is unable to agree on a value for the stock the finding to the third arbitrator shall constitute the finding of the panel. All costs of the arbitration shall be borne equally by this Corporation and the estate of the stockholder.

These restrictions on transfer,

(1) may be waived with respect to any specific transfer by the affirmative vote of a majority of the members of the Board of Directors of the Corporation then in office

(2) and shall be binding on all original Stockholders of the Corporation and on all subsequent Stockholders, and in each instance upon their respective heirs, legatees, administrators, executors and assigns.

#### **ARTICLE IX Other Lawful Provisions**

A. The Corporation, through its Board of Directors shall have the right and power to repurchase any of its outstanding shares at such price and upon such terms as may be agreed upon between the Corporation and the selling stockholder(s).

B. The Board of Directors shall have the power to increase or reduce the capital stock of this Corporation.

C. The Board of Directors may from time to time establish, re-establish, amend, alter or repeal and may put into effect and carry out such a plan or plans as may from time to time be approved by it for the distribution among or sale to the officers and employees of the Corporation, or any of them, in addition to their regular salaries or wages, or any moneys or other property of the Corporation, or of moneys or other property of the Corporation, or of any shares of stock of the Corporation, of any class, in consideration for or in recognition of the services rendered by such officers and employees.

D. The Board of Directors shall have the power to enact or amend such by-laws defining the powers and duties of the officers of the Corporation and providing for such other matters in relationship to the affairs of the Corporation as the Board may deem necessary and convenient, provided that the same are not out of Florida, and these Articles of Organization. Any By-law adopted by the Board of Directors may be amended or repealed by the Stockholders.

E. Any Director may be removed as Director by a unanimous vote of the Stockholders entitled to vote at any annual or special meeting thereof, for any cause deemed sufficient by then.

F. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all the Directors consent in writing. Such consents shall be filed with the records of meetings of the Directors and shall be treated for all purposes as a vote at a meeting.

G. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all the Directors consent in writing. Such consents shall be filed with the records of meetings of the Directors and shall be treated for all purposes as a vote at a meeting.

H. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

I. Meetings of Stockholders may be held anywhere within the United States as fixed or determined in a manner provided by the By-laws.

J. The Corporation shall indemnify any Officer or Director for any liability incurred while acting in good faith on behalf of the Corporation. This provision shall not eliminate the liability of an Officer or Director for:

(1) any breach of the Officer's or Director's duty of loyalty to the Corporation or its members;

(2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or

(3) any transaction from which the officer or Director derived an improper personal benefit.

No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any officer, Director for or with respect to any acts of omissions of such officer or director occurring prior to such amendment or repeal.

K. Except as hereinafter expressly provided, every difference or dispute, or whatever nature, between or among any one or more or all of the Stockholders, Directors, or Officers, and any other Stockholders, Director or directors, Officer of Officers, or the Stockholders, Directors, or Officers as a group, or between or among any of the Stockholders, Directors, or officers and the Corporation involving:

(1) The formation, direction, and all phases of the operation of the Corporation, including (but without limitation thereto), the election and removal of Directors and Officers, whether or not any of said Directors or Officers has been guilty of any misconduct, and all matter of corporate business, management, purposes, policy, employment and termination thereof, salaries, profits and dividends.

(2) Termination of, or other change in the Corporation or its purposes, or powers, including (but without limitation thereto) formal dissolution, merger, consolidation and mortgage, pledge, or sale or any or all of its assets, and any amendment of the certificate of incorporation.



(3) Any change in the Stockholders of their shareholdings in the corporation, including (but without limitation thereto) all questions involving the issuance, transfer, repurchase, redemption, and rights to subscribe to newly issued and reissued shares of said corporation shall be submitted to arbitration, as hereinafter provided.

Such prior arbitration and an award thereunder shall be a condition precedent to the bringing of any action, suit or proceeding by the corporation or any stockholder, director, or officer thereof, either individually, or on behalf of said corporation, for any form of relief against the corporation or any stockholder, director, or officer thereof, or for the dissolution or receivership of said corporation. No arbitration award shall include punitive damages.

All the aforesaid differences and disputes shall be a settled and finally determined by arbitration according to the rules of the American Arbitration Association now in force or hereafter adopted, by arbitrators selected by said American Arbitration Association.

All questions as to the meaning of the above clauses, or as to the arbitrability of any dispute under said clauses shall be resolved by the arbitrators, and their decision thereon shall be absolutely binding, and not subject to judicial review.

In addition to all methods for endorsement of their award otherwise given by law (including all equitable remedies), the arbitrators shall possess the irrevocable proxy of all stockholders of the corporation to vote said shares in conformity with the decisions arrived at by said arbitrators in accordance with the procedure above prescribed. No amendment or repeal of this provision shall take place except upon a unanimous vote of the stockholders.

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Having been name registered agent to accept service of process for the above corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Georges Roumain  
Signature/registered Agent

9/5/00  
Date

Georges Roumain  
Signature/Incorporator

FILED  
OCT 13 AM 8:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

9/5/00  
Date