



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/13/2006	200601300342	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CHESTER WILLCOX & SAXBE LLP
ATTN: JUDITH DIBICH
65 E. STATE ST, SUITE 1000
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1592724

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

KATIE SMITH 30, LLC

and, that said business records show the filing and recording of:

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200601300342



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 6th day of January, A.D.
2006.

J. Kenneth Blackwell
Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
 e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the Following:

PO Box 1390
 Columbus, OH 43216
 *** Requires an additional fee of \$100 ***

PO Box 670
 Columbus, OH 43216

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)
 Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) ☒ Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705	(2) ☐ Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705
_____ (Date of Formation)	_____ (State)

Complete the general information in this section for the box checked above.Name KATIE SMITH 30, LLC☒ Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.L.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified,
 (mm/dd/yyyy) the date must be a date on or after the date of filing.

This limited liability company shall exist for _____
 (Optional) (Period of existence)

Purpose _____
 (Optional) For any lawful act or activity for which limited liability companies may be formed under

Ohio Law, including the operation of basket ball camps.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws
 of this limited liability company is

(Optional)

(Name)_____
(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)_____
(State)_____
(Zip Code)

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

KATIE SMITH 30, LLC

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

CWS AGENCY CORPORATION

(Name of Agent)

65 EAST STATE STREET, SUITE 1000

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

COLUMBUS

(City)

Ohio

(State)

43215

(Zip Code)

Must be authenticated by an
authorized representative

Authorized Representative

Beatrice E. Wolper, Vice President

February 6, 2006

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

KATIE SMITH 30, LLC

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

CWS AGENCY CORPORATION

BY:

Beatrice E. Wolper, Vice President

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

Ohio

(State)

(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (signed)
by an authorized representative
(See Instructions)

CWS AGENCY CORPORATION

BY:

Authorized Representative

January 6, 2006

Date

Beatrice E. Wolper, Vice President

Print Name

Authorized Representative

Date

Print Name

**ADDITIONAL PROVISIONS
TO ARTICLES OF ORGANIZATION OF
KATIE SMITH 30, LLC**

FIRST: No member of the Company shall be an agent of the Company solely by virtue of being a member, and no member shall have authority to act for the Company solely by virtue of being a member.

SECOND: Any operating agreement among the members of the Company must be in writing.

THIRD: (1) The Company may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Company, by reason of the fact that he is or was a member, director, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a member, director, trustee, officer, employee, or agent of another Company (including a subsidiary of this Company), domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

(2) The Company may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a member director, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, trustee, officer, employee, or agent of another Company (including a subsidiary of this Company), domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification shall be made in respect of any claim, issue, or

matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Company unless, and only to the extent that the court of common pleas, or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court shall deem proper.

(3) To the extent that a member, director, trustee, officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections (1) and (2) of this article, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

(4) Any indemnification under sections (1) and (2) of this article, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the member, director, trustee, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in sections (1) and (2) of this article. Such determination shall be made (a) by a majority vote of a quorum consisting of members of the indemnifying Company who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable or if a majority vote of a quorum of disinterested members so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Company, or any person to be indemnified within the past five years, or (c) by the members, or (d) by the court of common pleas or the court in which such action, suit, or proceeding was brought. Any determination made by the disinterested members under section (4)(a) or by independent legal counsel under section (4)(b) of this article shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Company under section (2) of this article, and within ten days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

(5) Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to in sections (1) and (2) of this article, may be paid by the Company in advance of the final disposition of such action, suit, or proceeding as authorized by the directors in the specific case upon receipt of a written undertaking by or on behalf of the director, trustee, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Company as authorized in this article. If a majority vote of a quorum of disinterested members so directs by resolution, said written undertaking need not be submitted to the Company. Such a determination that a written

undertaking need not be submitted to the Company shall in no way affect the entitlement of indemnification as authorized by this article.

(6) The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the articles or any agreement, vote of members or disinterested members, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member, director, trustee, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(7) The Company may purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, trustee, officer, employee, or agent of another Company (including a subsidiary of this Company), domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under this section.

(8) As used in this section, references to "the Company" include all constituent Companies in a consolidation or merger and the new or surviving Company, so that any person who is or was a director, officer, employee, or agent of such a constituent Company, or is or was serving at the request of such constituent Company as a director, trustee, officer, employee or agent of another Company (including a subsidiary of this Company), domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise shall stand in the same position under this article with respect to the new or surviving Company as he would if he had served the new or surviving Company in the same capacity.

(9) The foregoing provisions of this article do not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of this Company. The Company may indemnify such named fiduciaries of its employee benefit plans against all costs and expenses, judgments, fines, settlements or other amounts actually and reasonably incurred by or imposed upon said named fiduciary in connection with or arising out of any claim, demand, action, suit or proceeding in which the named fiduciary may be made a party by reason of being or having been a named fiduciary, to the same extent it indemnifies an agent of the Company. To the extent that the Company does not have the direct legal power to indemnify, the Company may contract with the named fiduciaries of its employee benefit plans to indemnify them to the same extent as noted above. The Company may purchase and maintain insurance on behalf of such named fiduciary covering any liability to the same extent that it contracts to indemnify.