

TRANSMITTAL LETTER

P00000010999

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

SUBJECT: Magic Tracks, Inc.
(Proposed corporate name - must include suffix)

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-02/01/00--01110--009
*****78.75 *****78.75

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 of
Status

ADDITIONAL COPY REQUIRED

RECEIVED

00 FEB - 1 PM 1:37

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Mr. Greg Carr, President
Name (Printed or typed)

1502 18th Avenue S.
Address

Nashville, TN 37212
City, State & Zip

(850) 878-4575
Daytime Telephone number

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

00 FEB - 1 PM 1:47

APPROVED
AND
FILED

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

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2/1

Magic Tracks, Inc.

ARTICLES OF INCORPORATION

The undersigned incorporator, for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopts the following Articles of Incorporation:

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AND
FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I NAME

The name of the corporation shall be Magic Tracks, Inc.

ARTICLE II NATURE OF BUSINESS

This corporation may engage in or transact any and all lawful activities or business permitted under the laws of the United States, the State of Florida, or any other state, county, territory or nation.

ARTICLE III CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 3,000,000 shares of common stock par value \$0.01 per share and no preferred stock.

ARTICLE IV ADDRESS

The street address of the initial registered office of the corporation shall be 2744 Oak Leigh Court, Tallahassee, Florida, and the name of the initial Registered Agent for the corporation at that address is Mary Aycock. The Company's address is: Magic Tracks, Inc., Attn: Mr. Greg Carr, President, 1502 18th Avenue South, Nashville, TN 37212.

ARTICLE V TERM OF EXISTENCE

This corporation shall exist perpetually.

ARTICLE VI LIMITATION OF LIABILITY

Each director, stockholder and officer, in consideration for his services, shall, in the absence of fraud, be indemnified, whether then in office or not, for the reasonable cost and expenses incurred by him in connection with the defense of, or for advice concerning any claim asserted or proceeding brought against him by reason of his being or having been a director, stockholder or officer of the corporation or of any subsidiary of the corporation, whether or not wholly owned, to the maximum extent permitted by law. The foregoing right of indemnification shall be inclusive of any other rights to which any director, stockholder or officer may be entitled as a matter of law.

Magic Tracks, Inc.

ARTICLE VII SELF DEALING

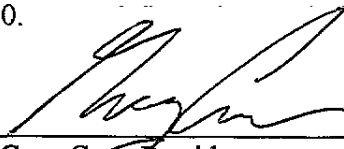
No contract or other transaction between the corporation and other corporations, in the absence of fraud, shall be affected or invalidated by the fact that any one or more of the directors of the corporation is or are interested in a contract or transaction, or are directors or officers of any other corporation, and any director or directors, individually or jointly, may be a party or parties to, or may be interested in such contract, act or transaction, or in any way connected with such person or person's firm or corporation, and each and every person who may become a director of the corporation is hereby relieved from any liability that might otherwise exist from this contracting with the corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested. Any director of the corporation may vote upon any transaction with the corporation without regard to the fact that he is also a director of such subsidiary or corporation.

The initial Board of Directors consist of: Mr. Everett Lowe, Chairman/Treasuer, and Mr. Greg Carr, President/Secretary.

ARTICLE VIII INCORPORATOR

The name and address of the incorporator is: Mr. Greg Carr, 1502 18th Avenue South, Nashville, TN 37212

The Undersigned incorporator has executed these Articles of Incorporation this 28th day of January 2000.



Mr. Greg Carr, President
Incorporator

APPROVED
AND
FILED
00 FEB - 1 PM 1:47
SECRETARY OF STATE
TALAHASSEE, FLORIDA

Magic Tracks, Inc.

DESIGNATION OF AND ACCEPTANCE BY REGISTERED AGENT

Pursuant to the provisions of Section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/Registered Agent, in the State of Florida.

1. The name of the corporation is Magic Tracks, Inc.
2. The name and address of the registered agent and office is:

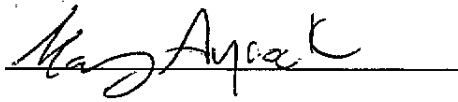
Mary Aycock
2744 Oak Leigh Court
Tallahassee, Florida 32312

ACCEPTANCE:

I agree as Registered Agent to accept service of process; to keep the office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above designated address) in some conspicuous place in the office as required by law.

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 the obligation of my position as registered agent.

Registered Agent:



Mary Aycock

January 28, 2000

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

00 FEB - 1 PM 1:47

APPROVED
AND
FILED

Magic Tracks, Inc.

CORPORATE BANK RESOLUTION

Mr. Greg Carr of Magic Tracks, Inc. 1502 18th Avenue South, Nashville, TN 37212, the undersigned, hereby certify to the

hereinafter referred to as "Bank", that I am the President and/or Secretary of Magic Tracks, Inc., a corporation duly organized and existing under the laws of the State of Florida, that the following is a true copy of resolutions duly adopted by the Board of Directors of said Corporation at a meeting duly held at 2121 Blakemore Avenue, Nashville, TN 37212 on the 28th day of JANUARY, 2000, at which a quorum was present and voting throughout or by unanimous written consent of all directors, and that such resolutions have not been rescinded or modified.

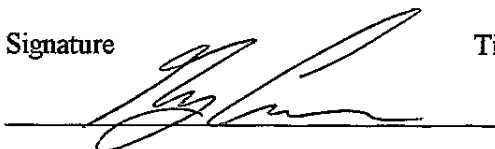
WHEREAS, from time to time this corporation is in need of funds for its corporate purposes; and
WHEREAS, the officers have arranged with the Bank for said Bank to make funds available to this corporation upon execution and delivery by authorized officers of written evidence of such loan or advance, with or without the pledging of corporate assets, all in form and substance satisfactory to said Bank;

NOW, THEREFORE BE IT RESOLVED, that any (1) one of the listed officers of this corporation is/are hereby authorized to borrow or guarantee other obligations from time to time on account of this Corporation from said Bank upon such terms as said officers shall deem desirable, and to make and deliver notes, secured or unsecured, drafts, acceptances, agreements or obligations of this Corporation therefor and as security for any and all obligations of this Corporation to said Bank, now or hereafter existing, to pledge or assign and deliver upon such terms as said officers may deem desirable, stocks, bonds, bills receivable, accounts, merchandise, bills of lading, warehouse receipts, mortgages, insurance policies, certificates, negotiable papers, and any other property held by or belonging to the Corporation with full authority to endorse, assign and guarantee the same on behalf of the Corporation; to discount any bills receivable or any paper held or owned by the Corporation, with full power to endorse the same in the name of the Corporation; and to execute and deliver all instruments required by the Bank in connection with any of the foregoing; and

FURTHER RESOLVED, that the Secretary or Assistant Secretary of this Corporation shall certify to said Bank the names of the persons who are at present the duly elected, and qualified officers of the Corporation, and shall from time to time hereafter, as changes in the personnel of said offices are made, immediately certify such changes to the Bank, and said Bank shall be fully protected in relying on such certifications of the Secretary or Assistant Secretary and shall be indemnified and saved harmless from any such claims, demands, expenses, loss or damage resulting from, or growing out of, honoring the signature of any officer so certified, or refusing to honor any signature not so certified; and

FURTHER RESOLVED, that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by the Bank, and that receipt of such notice shall not affect any action taken by the Bank prior thereto; and

FURTHER RESOLVED, that the Secretary or Assistant Secretary be, and hereby is, authorized and directed to certify these resolutions to said Bank, and that the provisions thereof are in conformity with the Charter and the By-Laws of this Corporation. I FURTHER CERTIFY that the following are the names and official signatures of the present officers and authorized agents of this corporation.

Name	Signature	Title
Greg Carr		President

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of the Corporation this 28th day of JANUARY, 1999

By: Magic Tracks, Inc. 
Greg Carr, President

Magic Tracks, Inc.
NOTICE UNDER FICTITIOUS NAME STATUTE

TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned, pursuant to the "Fictitious Name Statute" laws of the State of Florida, will register with the Clerk of the Court, in and for the County of St. Johns, State of Florida, upon receipt of proof of the publication of this notice, the Fictitious Name, to-wit:

Magic Tracks, Inc.

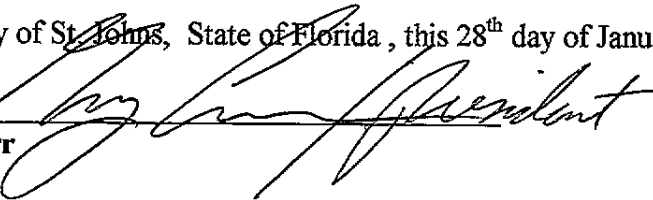
under which (I am) (we are) engaged in business at 1502 18th Avenue South, Nashville, TN 37212. Registered Agent: Mary Aycock, 2744 Oak Leigh Court, Tallahassee, FL 32312.

The party interested in said business enterprise is as follows:

Mr. Greg Carr

County of ~~St. Johns~~, State of Florida, this 28th day of January, 2000.

Greg Carr

A handwritten signature in cursive script, appearing to read "Greg Carr", is written over a horizontal line. The signature is written in black ink and is positioned to the right of the printed name "Greg Carr".

Magic Tracks, Inc.

CONFIDENTIALITY, NONDISCLOSURE AND NONUSE AGREEMENT

This Confidentiality, Nondisclosure and Nonuse Agreement (Agreement) is entered into as of October 22, 1999, by Mr. Greg Carr and hereinafter referred to as "First Party", and Magic Tracks, Inc. hereinafter to as the "Company", whose address is 1502 18th Avenue South, Nashville, TN 37212.

1. **The parties acknowledge** that the Company is organized to provide a variety of entertainment and skill services and products and the Company and First Party agree and acknowledge that many of the Company's products and services including but not limited to information regarding all technical information, customer lists, marketing information, the way in which customers are sought, distributors and suppliers, and financial and management information, are considered by Company to be trade secrets, confidential and proprietary and not readily accessible to the public. Company believes that such "confidential information" represents a legitimate, valuable and protectible interest in Company and gives the Company a competitive advantage, which otherwise would be lost if this confidential information was improperly disclosed or revealed.

2. **The First Party recognizes and acknowledges** that the Company considers the information to be confidential and that the improper disclosure or use of this confidential information by the First Party or others, directly or indirectly, as a result of the First Party's action or inaction, would cause irreparable injury to Company by jeopardizing, compromising, and perhaps eliminating the competitive advantage the Company holds or may hold because of the existence and secrecy of the confidential information.

3. **Duration.** The obligations set forth herein relating to nondisclosure and nonuse of the confidential information shall remain effective, valid, binding, and otherwise in force for a period of two (2) years from the date of this contract.

4. **Nondisclosure.**

a. For the duration of this agreement as set forth in paragraph 4, the First Party shall not disclose or threaten to disclose, the Company's confidential information to any person, partnership, company, or to any other business or governmental agency without the express written consent of the Company.

b. The First Party agrees, recognizes, and acknowledges that a breach of this nondisclosure agreement constitutes misappropriation of trade secrets and confidential information.

5. **Nonuse.**

a. For the duration of this agreement as set forth in paragraph 3, the First Party shall not use or threaten to use confidential information in any way that is inconsistent with the provisions of this agreement or contrary to the instructions or interests of the Company.

b. For the duration of this agreement as defined in paragraph 3, the First Party shall not, directly or indirectly, intentionally or negligently allow or assist others in using the Company's confidential information in any way inconsistent with or contrary to the terms of this agreement, or the instructions or interests of the Company.

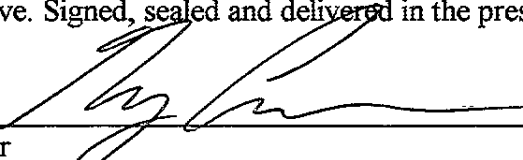
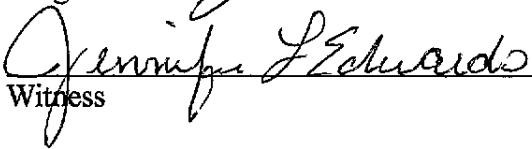
Magic Tracks, Inc.

c. The First Party agrees, recognizes and acknowledges that a breach of these nonuse obligations shall constitute an improper misappropriation of trade secret and confidential information.

d. The First Party agrees to return all originals and copies of all documents or other media and tangible property containing the Company's confidential information to the Company at the time the employment relationship is terminated.

6. Ownership of Confidential Information. Notwithstanding anything to the contrary in this or in any other agreement between or involving the First Party and the Company, the First Party agrees that all ownership rights to the confidential information are held or retained by the Company and no right of ownership shall pass to the First Party pursuant to this agreement

IN WITNESS WHEREOF, this agreement has been executed by the parties on the date and year set forth above. Signed, sealed and delivered in the presence of:

 _____ Greg Carr	<u>1-28-2000</u> Date
 _____ Witness	<u>1-28-2000</u> Date

Magic Tracks, Inc.

CONFIDENTIALITY, NONDISCLOSURE AND NONUSE AGREEMENT

This Confidentiality, Nondisclosure and Nonuse Agreement (Agreement) is entered into as of October 22, 1999, by Mr. Everett Lowe and hereinafter referred to as "First Party", and Magic Tracks, Inc. hereinafter to as the "Company", whose address is 1502 18th Avenue South, Nashville, TN 37212.

1. **The parties acknowledge** that the Company is organized to provide a variety of entertainment and skill services and products and the Company and First Party agree and acknowledge that many of the Company's products and services including but not limited to information regarding all technical information, customer lists, marketing information, the way in which customers are sought, distributors and suppliers, and financial and management information, are considered by Company to be trade secrets, confidential and proprietary and not readily accessible to the public. Company believes that such "confidential information" represents a legitimate, valuable and protectible interest in Company and gives the Company a competitive advantage, which otherwise would be lost if this confidential information was improperly disclosed or revealed.

2. **The First Party recognizes and acknowledges** that the Company considers the information to be confidential and that the improper disclosure or use of this confidential information by the First Party or others, directly or indirectly, as a result of the First Party's action or inaction, would cause irreparable injury to Company by jeopardizing, compromising, and perhaps eliminating the competitive advantage the Company holds or may hold because of the existence and secrecy of the confidential information.

3. **Duration.** The obligations set forth herein relating to nondisclosure and nonuse of the confidential information shall remain effective, valid, binding, and otherwise in force for a period of two (2) years from the date of this contract.

4. Nondisclosure.

a. For the duration of this agreement as set forth in paragraph 4, the First Party shall not disclose or threaten to disclose, the Company's confidential information to any person, partnership, company, or to any other business or governmental agency without the express written consent of the Company.

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Magic Tracks, Inc.

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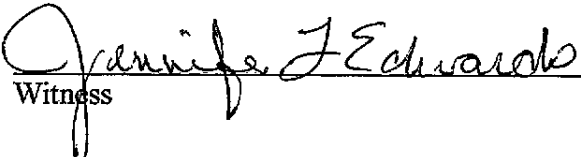
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Everett Lowe

1-28-2000

Date



Witness

1-28-2000

Date