

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ARTICLES OF ORGANIZATION FOR
KNL AMUSEMENTS, L.L.C.

Pursuant to, and in accordance with, the Provisions of Act No.93-724 of the 1993 Alabama Legislature for the purpose of forming a limited liability company under the Alabama Limited Liability Act, as amended (hereinafter referred to as the "Act"), the undersigned hereby adopt(s) the following Limited Liability Company Articles of Organization, and upon filing for record of these Articles of Organization in the Office of the Judge of Probate of Jefferson County, Alabama, the existence of a Limited Liability Company (hereinafter referred to as the "Company"), under the name set forth in Article I hereof, shall commence.

ARTICLE I - NAME

1.1 The name of the Company shall be **KNL AMUSEMENTS, L.L.C.**

ARTICLE II - DURATION

2.1 The duration of the Company shall be perpetual except as required or allowed to dissolve pursuant to the laws of the State of Alabama or the Company's Operating Agreement, as in effect from time to time.

ARTICLE III - PURPOSES

3.1 The Company has been organized for the following purposes, objects, and powers:

A. To undertake all actions necessary to construct, lease, or otherwise acquire and manage facilities for the purpose of establishing and/or otherwise operating family entertainment enterprises including, but not limited to, those for parties, children's activities, and/or other events, and to further provide all services and/or activities ancillary thereto.

B. To further engage in any lawful business, act, or activity for which a Company may be organized under the Act, it being the purpose and intent of this Article III to invest the Company with the broadest purposes, objects and powers lawfully permitted a company formed under the Act.

C. The Company has the same powers as a natural person to do all things necessary or convenient to carry out its business and affairs, including, without limitation:

- i. To sue and be sued, complain and defend, in its name.
- ii. To build, purchase, take, receive, lease (as lessor or lessee), or otherwise acquire, own, hold, improve, use, and otherwise deal in and with

real and/or personal property, or an interest in it, wherever situated.

iii. To sell, convey, mortgage, encumber, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

iv. To lend money to and otherwise assist its Members.

v. To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with shares or other interests in or obligations of domestic or foreign L.L.C.s, domestic or foreign corporations, associations, general or limited partnerships, or direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality thereof.

vi. To make contracts, guarantees, and indemnity agreements and incur liabilities; borrow money at those rates of interest as the Company may determine; issue its notes, bonds, and other obligations; and secure any of its obligations by mortgage, pledge of, or creation of security interest in, all or any of its property, franchises, or income; make other contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting company, or any interest therein, not inconsistent with the Laws of Alabama as amended from time to time.

vii. To lend money to any Member, person, or entity in the sole discretion of the Company for any lawful purpose; invest and reinvest its funds; and take and hold real and/or personal property as security for the payment of funds so loaned or invested.

viii. To conduct its business, carry on its operations, and have and exercise the powers granted by the Act in any state, territory, district, or possession of the United States, or in any foreign country.

ix. To elect or appoint managers and agents of the Company as the need may arise, define their duties, and fix their compensation.

x. To make donations for the public welfare or for charitable, scientific, educational, and/or other purposes.

xi. To transact any lawful business which the managers or Members find will be in aid of governmental policy.

xii. To pay pensions and establish pension plans, pension trusts, profit-sharing plans, and/or other incentive plans for any or all of its managers, employees, former managers, or former employees including, but not limited to, health care insurance, disability insurance, or life insurance.

xiii. To become a member of a general partnership, limited partnership, joint venture or similar association, or any other L.L.C.

xiv. To be a promoter, incorporator, general partner, limited partner, Member, associate, or manager of any corporation, partnership, limited partnership, L.L.C., joint venture, trust, or other such similar enterprise.

xv. To render professional services, if each member or employee who renders professional services in Alabama is licensed or registered to render those professional services pursuant to applicable Alabama law; and if the Company complies with the special rules for L.L.C.s performing professional services found in Section 10-12-45 of the Alabama code.

D. The company shall not engage in the banking or insurance business.

ARTICLE IV - REGISTERED AGENT/OFFICE

4.1 The location and street address of the initial registered office shall be:
161 Commerce Court; Pelham AL 35124.

4.2 The registered agent at such address shall be:
Larry W. Jelley.

4.3 The mailing address of the initial registered office shall be:
161 Commerce Court; Pelham AL 35124.

ARTICLE V - INITIAL MEMBERS

5.1 The names and addresses for the initial Members are:

<u>NAMES</u>	<u>ADDRESS</u>
Larry W. Jelley	161 Commerce Court Pelham AL 35124

Kristine L. Jelley	161 Commerce Court Pelham AL 35124
--------------------	---------------------------------------

5.2 The mailing address for the initial Members is:

<u>NAMES</u>	<u>MAILING ADDRESS</u>
Larry W. Jelley	161 Commerce Court Pelham AL 35124

Kristine L. Jelley	161 Commerce Court Pelham AL 35124
--------------------	---------------------------------------

ARTICLE VI - ADDITIONAL MEMBERS

6.1 From and after the date of the formation of the Company, any person or entity acceptable to the Members by their unanimous vote thereof may become a Member in the Company either by the amended Articles of Organization reflecting the "New" Member's contribution for such consideration as the Members by their unanimous votes shall determine, or as a transferee of a Member's interest or any portion thereof as approved by the Members, by their unanimous vote, subject to the terms and conditions of these Articles of Organization and the Operating Agreement of the Company, as in effect from time to time.

ARTICLE VII - DISSOCIATION, DISSOLUTION, AND TERMINATION

7.1 Upon the death, retirement, resignation, expulsion, bankruptcy, dissolution, or dissociation of a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company, the business of the Company shall not be continued and the Company shall be dissolved unless there is obtained the written consent of all the remaining members of the Company within **NINETY (90) DAYS** after the occurrence of the terminating event and there is at least one remaining Member.

7.2 The Company shall also be dissolved by the unanimous written agreement of all Members, or upon any legal process requiring such dissolution.

ARTICLE VIII - MANAGEMENT OF THE COMPANY

8.1 Management of the Company shall be reserved to its Members.

ARTICLE IX - REGULATIONS

9.1 The Company reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles of Organization, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the Act, and all rights conferred upon Members at any time are granted subject to this reservation.

9.2 The initial Operating Agreement of the Company shall be adopted by the Initial Members. The Members shall have the power to adopt, alter, amend, or repeal the Operating Agreement and will only be binding after approval by a unanimous vote of all existing Members.

9.3 Any provision, not inconsistent with the laws of the State of Alabama, which the Members elect to set out in the Articles of Organization or Operating Agreement for the regulation of the internal affairs of the Company, including any provisions under this Act which are required or permitted to be set out in the L.L.C., are permitted.

ARTICLE X - INDEMNIFICATION

10.1 The Company shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, contemplated, pending, or actual completed claim, action, suit, or proceeding, whether civil, criminal, administrative, investigative, or of another nature, including appeals (other than an action by or in the right of the Company), by reason of the fact that he or she is or was a Member, manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, officer, partner, employee or agent of another company, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding, if he or she acted in good faith and in a manner he or she 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 or her conduct was unlawful.

A. The Company shall not indemnify any person in respect to 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 or her duty to the Company unless and only to the extent that 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 circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

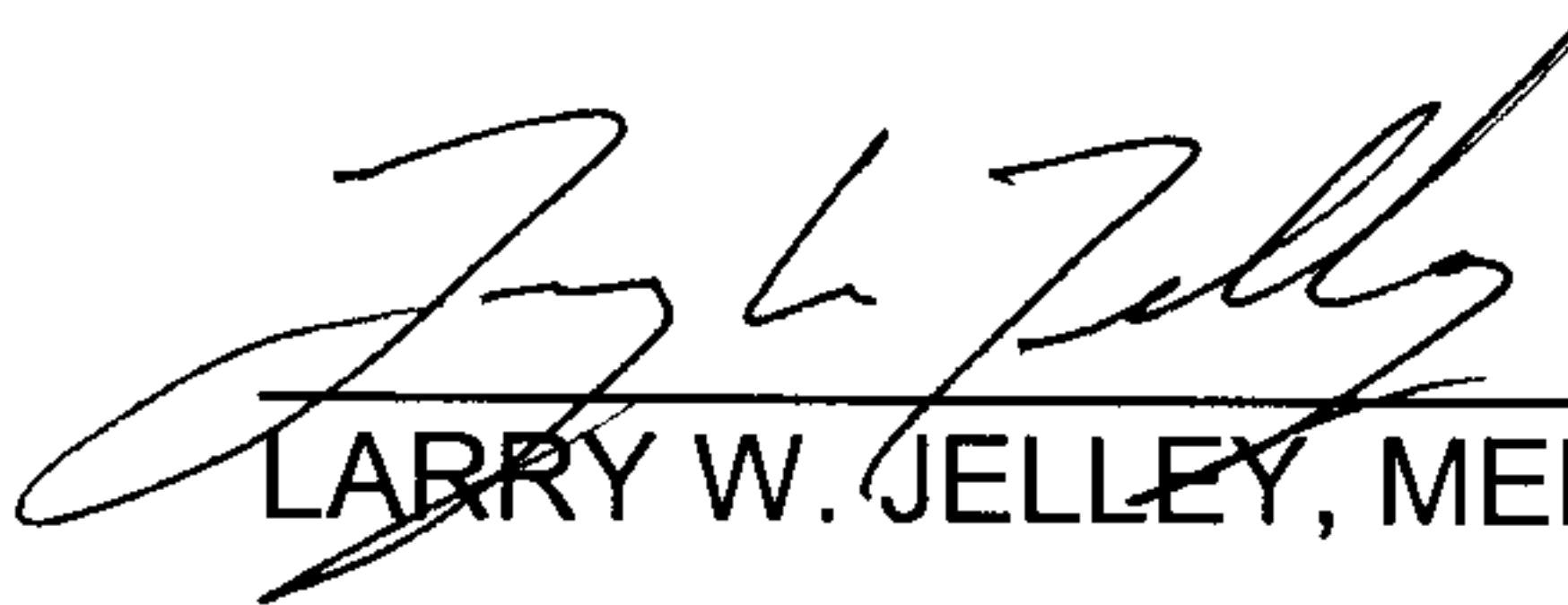
10.2 To the extent that a Member, manager, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

10.3 Expenses (including attorney's fees) incurred in defending a civil or criminal claim, action, suit, or other proceeding may, but shall not be required to be, paid by the Company in advance of the final disposition of such claim, action, suit or proceeding as authorized in this Section. Upon receipt of an undertaking by or on behalf of the Member, manager, employee, or agent to the extent that, should it ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article, shall repay all advanced fees, attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred.

10.4 Any indemnification under Article X (unless ordered by a court of competent jurisdiction) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Member, manager, employee or agent is proper under the circumstances. Such determination shall be made by a

unanimous vote of all Members.

IN WITNESS WHEREOF, the undersigned members have executed these Articles of Organization on this 28th day of April, 2004.


LARRY W. JELLEY, MEMBER


KRISTINE L. JELLEY, MEMBER

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, the undersigned Notary Public in and for said State and County, personally appeared Larry W. Jelley and Kristine L. Jelley who, as the Initial Members of KNL Amusements, LLC, being personally known to me and first duly sworn, acknowledged that, being over the age of nineteen (19) years, they executed the foregoing Articles of Organization for said company with full knowledge of its contents, voluntarily, and for the purposes reflected therein, on this 28th day of April, 2004.



Notary Public
My Commission Expires:

My Commission Expires:
March 04, 2006