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CERTIFICATE OF LIMITED PARTNERSHIP
OF
LAEFC, LTD.

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The undersigned, after having been first duly sworn upon oath, hereby certify as follows:

1. The name of the Partnership is LAEFC, Ltd.

2. The character and nature of the business to be transacted is to acquire, own, maintain, manage and operate a United States Football League franchise within or without the State of Colorado. In order to carry out its purpose, the Partnership is empowered and authorized to engage in any one or more enterprises, ventures, undertakings and businesses permissible under the Uniform Limited Partnership Law of Colorado, including the making, protecting, enhancing and otherwise dealing with investments of whatever nature in property, real or personal.

3. The location of the principal place of business of the Partnership is 5613 DTC Parkway, Suite 105, Englewood, Colorado 80111.

4. The name and address of the General Partner of the Partnership is:

Express Football Club, Inc.
5613 DTC Parkway, Suite 105
Englewood, Colorado 80111

The name and address of the Limited Partner is:

RTCL Associates
5613 DTC Parkway, Suite 105
Englewood, Colorado 80111

5. The Partnership shall commence on the date this certificate is filed with the Secretary of State of Colorado and shall continue to December 31, 2030, unless sooner terminated as provided in the Limited Partnership Agreement among the Partners, or as otherwise provided by law.

6. Upon the commencement of the Partnership, the Partners shall each contribute to the Partnership the following amounts of capital cash:

Express Football Club, Inc.	\$5,000.00
RTCL Associates	\$5,000.00

7. The Partners have not agreed to make any additional capital contributions to the Partnership.

8. Except for transfer by will or intestate succession, no sale, assignment or transfer by a Limited Partner, in whole or in part, of its interest in the Partnership shall be effective to constitute the assignee of substituted Limited Partner unless and until the General Partner gives its written consent thereto; and, the assignee or the successor thereto executes all necessary amendments or other documents and performs all acts required in accordance with the laws of the State of Colorado and any other states in which the Partnership

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is then doing business to the full extent same may be necessary to constitute such party a Limited Partner or substituted Limited Partner and preserve the status of the Limited Partnership after the completion of such sale, assignment or transfer in accordance with such laws. The General Partner may, with respect to transfers for which its consent is required under the Limited Partnership agreement, withhold its consent without cause. If such consent is given, each assignor partner and each assignee shall upon the request of the General Partner, execute such certificates and other documents and perform such acts as the General Partner in its sole discretion may deem necessary or desirable.

9. A Partner shall be entitled to withdraw from the Partnership in accordance with the Uniform Limited Partnership Law of Colorado, so long as such withdrawal will not endanger the status of the Partnership or the limited liability of the Limited Partners.

10. The Partners are not entitled to demand or receive distributions of property other than cash.

11. No Partner shall be entitled to demand or receive the return of its capital contribution except upon dissolution of the Partnership in accordance with the Uniform Partnership Law of Colorado.

12. The address of the registered office of the Partnership is 5613 DTC Parkway, Suite 105, Englewood, Colorado 80111. The name of the registered agent at such address is Kristine A. Hoeltgen.

13. The General Partner has the power to execute and deliver, for, and in the name and on behalf of the Partnership, any and all contracts, documents, certificates and instruments convenient or necessary in connection with the management, maintenance and operation of the Partnership and its properties, including, but not limited to, any deed, lease, mortgage, promissory note, bill of sale, contract or other instrument.

GENERAL PARTNER:

EXPRESS FOOTBALL CLUB, INC.,
a Colorado corporation

By: Jay C. Roulier
Jay C. Roulier, President

LIMITED PARTNER:

RTCL ASSOCIATES, a Colorado
limited partnership

By: Jay C. Roulier
Jay C. Roulier, General Partner

Certificate of General Partner

The undersigned as General Partner of LAEFC, Ltd., hereby affirms under the penalties of perjury that the facts stated in the above Certificate of Limited Partnership are true and correct.

EXPRESS FOOTBALL CLUB, INC.,
a Colorado corporation

By: Jay C. Roulier
Jay C. Roulier, President

STATE OF COLORADO
COUNTY OF ARAPAHOE

)
) ss.
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The above foregoing was subscribed and sworn to before me this 15th day of November, 1984, by Jay C. Roulier, as President of Express Football Club, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:

(SEAL)

7-1-86
Robert J. King
Notary Public

STATE OF COLORADO
COUNTY OF ARAPAHOE

)
) ss.
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The above foregoing was subscribed and sworn to before me this 15th day of November, 1984, by Jay C. Roulier, as General Partner of RTCL Associates, a Colorado limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My commission expires:

(SEAL)

7-1-86
Robert J. King
Notary Public