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DIVISION OF CORPORATIONS
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merger

C.COULLIETTE

JUL 11 2011

EXAMINER

TRIMMIER, L.L.C.

ATTORNEYS AT LAW

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* Licensed in Alabama
† Licensed in Florida
• Licensed in Louisiana
♦ Licensed in Mississippi

July 6, 2011

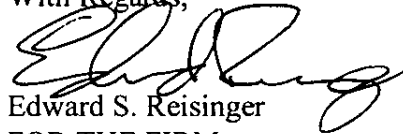
Secretary of State
Division of Corporations

Re: ACUL Corporation Merger

To Whom It May Concern:

Please find the Articles of Merger, Plan of Merger, and Amended and Restated Articles of Incorporation for LSCU Service Corporation. I have also enclosed a check for their filing with your office. Please let me know if you have any questions.

With Regards,



Edward S. Reisinger
FOR THE FIRM

ARTICLES OF MERGER
OF
ACUL CORPORATION
INTO
LSCU SERVICE CORPORATION, INC.
(f/k/a FCUL SERVICE GROUP, INC.)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105 and 607.1107, Florida Statutes and section 10A-2-11.05 and 10A-2-11.07 of the Alabama Code. LSCU SERVICE CORPORATION, INC. (f/k/a FCUL SERVICE GROUP, INC.), a corporation organized under the laws of the State of Florida, and ACUL CORPORATION, a corporation organized under the laws of the State of Alabama, hereby submit these Articles of Merger for the purpose of merging ACUL Corporation, the Merging Corporation into LSCU Service Corporation, Inc., the Surviving Corporation.

I.

LSCU Service Corporation, Inc. (f/k/a FCUL Service Group, Inc.), a Florida for profit corporation will continue as the Surviving Corporation.

II.

ACUL Corporation, a for profit corporation with Articles of Incorporation filed in Jefferson County, Alabama, is the Merging Corporation.

III.

Pursuant to the Plan of Merger attached hereto as Exhibit A, LSCU Service Corporation, Inc. (f/k/a FCUL Service Group, Inc.), the Surviving Corporation, and ACUL Corporation, the Merging Corporation, shall be merged as a single Florida corporation, which will continue as LSCU Service Corporation, Inc.

IV.

The merger shall become effective January 1, 2010.

V.

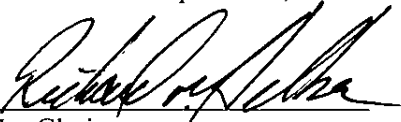
The sole Shareholder of LSCU Service Corporation, Inc. approved the merger in accordance with Section 607.1103, Florida Statutes, and the Articles of Incorporation and Bylaws of FCUL Service Group, Inc. as then in effect. The Plan of Merger was adopted by the Shareholder of the Surviving Corporation on 17~~th~~ day of June, 2011.

VI

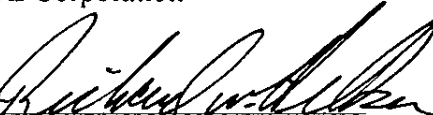
The sole Shareholder of ACUL Corporation approved the merger in accordance with Section 607.1103, Florida Statutes, 10A-2-11.02 of the Alabama Code and the Articles of Incorporation and Bylaws of ACUL Corporation as then in effect. The Plan of Merger was adopted by the sole Shareholder of the Merging Corporation on 17th day of June, 2011.

Dated this 17 day of June, 2011.

LSCU Service Corporation, Inc.

By: 
Its Chairman

ACUL Corporation

By: 
Its Chairman

PLAN OF MERGER AND AGREEMENT

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, section 10A-2-11.02 of the Alabama Code and in accordance with the laws of any other applicable jurisdiction of incorporation.

This PLAN OF MERGER AND AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the 17TH day of June, 2011, by and between LSCU Service Corporation, Inc. (f/k/a FCUL Service Group, Inc.), a Florida corporation (the "Surviving Corporation") and ACUL Corporation, an Alabama corporation (the "Merging Corporation"), the two corporations being hereinafter sometimes called the "Constituent Corporations."

TERMS AND CONDITIONS OF MERGER

WHEREAS, the Boards of Directors of the Surviving Corporation and the Merging Corporation, respectively, deem it advisable and generally to the advantage, best interest and welfare of the corporate parties and their respective shareholders that the Merging Corporation merge with the Surviving Corporation under and pursuant to the section 607.1105, Florida Statutes.

NOW, THEREFORE, on the Terms and Conditions of Merger and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Merger. Pursuant to the terms and conditions of this Agreement, the Merging Corporation will merge into the Surviving Corporation (the "Merger"). Upon the Merger becoming effective, the corporate existence of the Surviving Corporation will continue and the corporate existence of the Merging Corporation shall cease.

2. Effective Date. This Agreement is entered into as of the date first above written subject to approval by the shareholders of the Constituent Corporations. After approval by the shareholders of the Constituent Corporations, the Articles of Merger shall be filed with the Florida Department of State. The Merger shall be effective on January 1, 2010 (the "Effective Date").

3. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof or statute 607.1007 of the Florida Statutes.

4. Bylaws. The Bylaws of the Surviving Corporation shall be the Amended and Restated Bylaws of the Surviving Corporation following the Effective Date unless

and until the same shall be amended or repealed in accordance with the provisions thereof, the Articles of Incorporation or statute 607.1020 of the Florida Statutes.

5. Shares of Surviving Corporation Stock. On the Effective Date, the outstanding shares of the Merging Corporation will be converted to 10 shares of the Surviving Corporation. Following the merger, the total issued and outstanding shares of the common stock of the Surviving Corporation shall be 320 shares, held in the name of League of Southeastern Credit Union, Inc.

6. Directors and Officers. Upon the Effective Date, the directors of the Surviving Corporation will be those persons selected by the Shareholder of the Surviving Corporation, and the officers of the Surviving Corporation shall be those persons selected by the Board of Directors of the Surviving Corporation, all of whom shall serve until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporations Articles of Incorporation and Bylaws.

7. Rights and Liabilities of Surviving Corporation. At and after the Effective Date of the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises both public and private, and all of the property, real, personal, and mixed, of both the Merging Corporation and the Surviving Corporation; all debts due to either of the Constituent Corporations on whatever account shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises, and every other interest of the Constituent Corporation shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporation; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert to or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the Merger; all debts, liabilities and duties of the respective Constituent Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

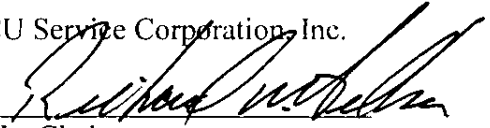
8. Authority. This Agreement has been approved and adopted by the Boards of Directors of the Constituent Corporations and shall be submitted for consideration and the requisite vote or consent by the shareholders of the Constituent Corporations, in accordance with the requirements of the applicable provisions of the laws of the State of Florida. This Agreement, upon becoming one duly adopted and authorized by the shareholders of the Constituent Corporations, shall be certified, executed and acknowledged by the appropriate officers of the Constituent Corporations, in accordance with the applicable provisions of statute 607.1103 of the Florida Statutes. Additionally,

the officers of the Constituent Corporations shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement effective, including the filing of Articles of Merger with the Florida Department of State and the office of the Secretary of the State of Alabama.

9. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Corporation any right, title or interest of the Merging Corporation held immediately prior to the Effective Date or otherwise carry out the intent and purpose of this Agreement, the Merging Corporation and its officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in the Surviving Corporation and the proper officers and directors thereof are hereby specifically authorized as attorneys-in-fact of the Merging Corporation (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments and assurances of law and to do all such other acts, in the name and on behalf of the Merging Corporation or otherwise, as those officers shall deem necessary or appropriate.

IN WITNESS WHEREOF, each of the corporate parties hereto has caused this Agreement to be executed by its respective officers duly authorized by authority granted by their respective boards of directors as of the date first above written.

LSCU Service Corporation, Inc.

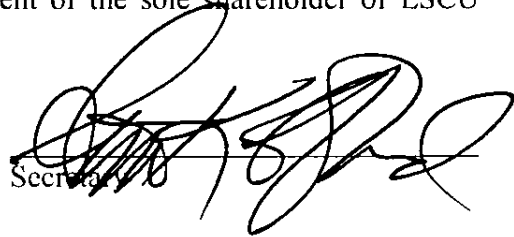
By: 
Its Chairman

ACUL Corporation

By: 
Its Chairman

CERTIFICATION OF SHAREHOLDER APPROVAL

The undersigned, being the duly appointed Secretary of LSCU Service Corporation, Inc. (f/k/a FCUL Service Group, Inc.), hereby certifies that this Agreement and Plan of Merger was adopted by written consent of the sole shareholder of LSCU Service Corporation, Inc. effective January 1, 2010.


Secretary

CERTIFICATION OF SHAREHOLDER APPROVAL

The undersigned, being the duly appointed Secretary of ACUL Corporation, hereby certifies that this Agreement and Plan of Merger was adopted by written consent of the sole shareholder of ACUL Corporation effective January 1, 2010.

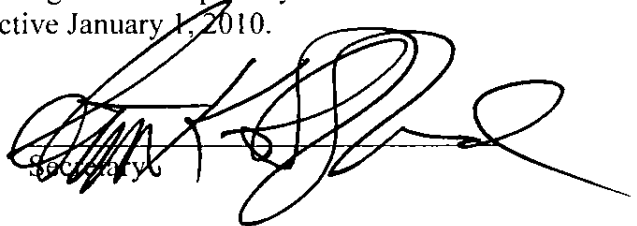

Secretary

Exhibit "A"
AMENDED AND RESTATED ARTICLES OF INCORPORATION

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

**LSCU SERVICE CORPORATION, INC.
(f/k/a FCUL Service Group, Inc.)**

The undersigned for the purpose of amending and restating the Articles of Incorporation of FCUL Service Group, Inc. do hereby adopt the following Amended and Restated Articles of Incorporation:

Article I. Restatement

These Amended and Restated Articles of Incorporation have been approved and adopted in writing by the sole shareholder of the Corporation on the 12th day of June, 2011, such written statement being sufficient for approval.

Article II. Name

The name of the corporation is LSCU Service Corporation, Inc.

Article III. Nature of Business

The business of the corporation shall be:

- (a) To engage in any lawful business activities whatsoever or which shall at any time appear conducive to or expedient for the business of the Company;
- (b) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by corporations under the Florida Business Corporations Act;
- (c) To engage in all activities necessary, customary, convenient, or incidental to any of the foregoing.

Article IV. Capital Stock

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is: 5,000 shares of common stock having a nominal or par value of One Hundred (\$100.00) Dollars per share.

Article V. Initial Capital

The amount of capital with which this corporation will begin business is not less than Five Hundred (\$500.00) Dollars.

Article VI. Term of Existence

This corporation is to exist perpetually.

Article VII. Registered Office Address

The registered office address of the corporation in the State of Florida is: 3773 Commonwealth Blvd., Tallahassee, FL 32303.

Article VIII. Directors

This corporation shall not have less than five directors. The number of directors may be increased or diminished from time to time, by by-laws adopted by the stockholders, but shall never be less than five.

Article IX. Amendment

These articles of incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders' meeting by a majority of the stock entitled to vote thereon, unless all the directors and all the stockholders sign a written statement manifesting their intention that a certain amendment of these articles of incorporation be made.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 17th day of June, 2011.

LSCU Service Corporation, Inc.
f/k/a FCUL Service Group, Inc.

By: 
Its Chairman

STATE OF FLORIDA,

COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 17th day of JUNE, 2011 by RICHARD HELDER as Chairman of the LSCU Service Corporation, Inc. on behalf of the Corporation. He is _____ personally known to me or produced _____ as identification.



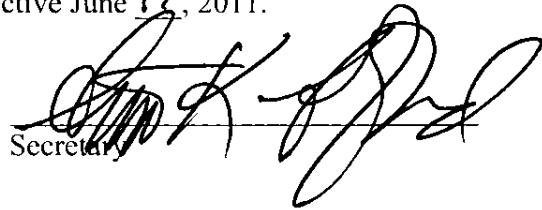
Notary Public

Cassandra J. Grayson
Name of Notary Typed, Printed or Stamped

CERTIFICATION OF SHAREHOLDER APPROVAL

The undersigned, being the duly appointed Secretary of LSCU Service Corporation, Inc. (F/K/A FCUL Service Group, Inc.), hereby certifies that this Amended and Restated Articles of Incorporation was adopted by written consent of the sole shareholder of LSCU Service Corporation, Inc. effective June 17, 2011.

Secretary



CERTIFICATION OF SHAREHOLDER APPROVAL

The undersigned, being the duly appointed Secretary of ACUL Corporation, hereby certifies that Amended and Restated Articles of Incorporation was adopted by written consent of the sole shareholder of ACUL Corporation effective June 17, 2011.

Secretary

