

P00000044407

(Requestor's Name)

Mark R. Lewis, Sr., PA
Premier Community Bank Complex
6830 Central Avenue, Suite D
Boca Raton, Florida 33407

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DIVISION OF CORPORATIONS
2005 DEC 12 PM 2:45

Merger

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12/20

MARK R. LEWIS, PA
ATTORNEY AT LAW
COAST BANK COMPLEX
6830 CENTRAL AVENUE, SUITE D
ST. PETERSBURG, FLORIDA 33707

MARK R. LEWIS, SR.

PHONE 727-381-1946
FAX 727-384-4633

December 09, 2005

File no. Melissa S. Ballmann/Merger of CTA and LSRE

Florida Dept State - Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Ballman, Melissa: Merger CTA and LSRE

Dear Sirs:

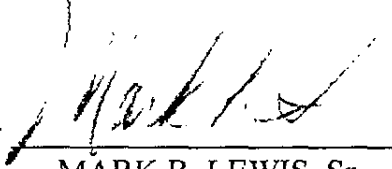
Please find enclosed our check and the Articles of Merger for Creative Times Academy, Inc., and LSRE, Inc. Also, please find enclosed a copy of same. Please provide the undersigned with a certified copy.

Also enclosed is a resignation for Larry W. Stephens as an officer and director along with the filing fee of \$35.00.

Please call me if you have any questions.

Yours very truly,

MARK R. LEWIS, P.A.

By 

MARK R. LEWIS, Sr.

MRL/
Enc.

2005 DEC 12 PM 2:45

ARTICLES OF MERGER
OF
LSRE, INC.
INTO
CREATIVE TIMES ACADEMY, INC.

Pursuant to the laws of the state of Florida, the undersigned corporation, LSRE, Inc., a Florida corporation and Creative Times Academy, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging LSRE, Inc., into Creative Times Academy, Inc.:

1 **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of LSRE, Inc. into Creative Times Academy, Inc., is attached to these Articles as an exhibit.

2 **Adoption of Plan by Creative Times Academy, Inc..** There are 500 shares of common stock, each of \$1.00 par value of Creative Times Academy, Inc., issued and outstanding that were entitled to vote on the Plan of Merger. All 500 shares were voted in favor of the Plan of Merger, and no shares voted against the Plan of Merger, at a special meeting of the shareholders of Creative Times Academy, Inc. held on November 28, 2005.

2.1 The Plan of Merger was approved by the board of directors of Creative Times Academy, Inc. at a special meeting of the board held on November 28, 2005.

2.2 The Plan of Merger was in the possession of each shareholder of Creative Times Academy, Inc.

3 **Adoption of Plan by LSRE, Inc.** There are 100 shares of common stock, each of \$.50 value of LSRE, Inc., issued and outstanding that were entitled to vote on the Plan of Merger. All 100 shares were voted in favor of the Plan of Merger, and no shares voted against the Plan of Merger, at a special meeting of the shareholders of LSRE, Inc., held on November 28, 2005.

3.1 The Plan of Merger was approved by the board of directors of LSRE, Inc., at a special meeting of the board held on November 28, 2005.

3.2 The Plan of Merger was in the possession of each shareholder of LSRE, Inc.



4 **Amendment of Articles of Incorporation of the Parties.** There are no amendments to the Articles of Incorporation of the Parties.

5 **Location of Plan of Merger.** There is an executed copy of the Plan of Merger on file at the principal place of business of the Surviving Corporation, Creative Times Academy, Inc., located at 26031 County Line Rd, Wesley Chapel, Florida 33543.

6 **Copies of Plan of Merger.** A copy of the Plan of Merger is available to any shareholder of any party to this Plan upon written request and without charge.

7 **Effective Date.** The Plan of Merger shall be effective at midnight on December 1, 2005.

8 **Copies of the Articles of Incorporation of the Surviving Corporation, Creative Times Academy, Inc.** Attached hereto as part of the Plan of Merger is a copy of the Articles of Incorporation of Creative Times Academy, Inc. Also attached hereto is a copy of the Articles of Incorporation of LSRE, Inc.

9 **Applicable Law.** The law of the State Florida, permit the merger contemplated by the Plan of Merger, and the laws of Florida have been complied with. Additionally, all shareholder approval required by the state of Florida and the articles of incorporation of both of the parties has been obtained.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the dates specified below.

"MERGING CORPORATION"

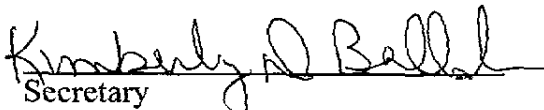
LSRE, Inc.



Melissa S. Ballmann, President

Dated: Dec 6 2005

ATTEST:


Secretary

[CORP. SEAL]



"SURVIVING CORPORATION"
Creative Times Academy, Inc.

Melissa S. Ballmann
Melissa S. Ballmann, President

[CORP. SEAL]

Dated: 12/6/2005

ATTEST:

Kimberly D. Ball
Secretary

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing was acknowledged, sworn to and subscribed before me this 6 day of DECEMBER, 2005 by Melissa S. Ballmann as President of Creative Times Academy, Inc. and LSRE, Inc., Florida corporations, on behalf of the corporations. She is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Michelle Gonzalez
Print: MICHELLE GONZALEZ

My Commission Expires: June 5, 2007

(SEAL)



Michelle Gonzalez
MY COMMISSION # DD220166 EXPIRES
June 5, 2007
BONDED THROUGH TROY FAIR INSURANCE, INC.

C:\cf\STEPHENS\merger-lsre-cta\art-merger.wpd

Attachments:

Plan with a copy of the Articles of Incorporation of the corporations



PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF
LSRE, INC.
INTO
CREATIVE TIMES ACADEMY, INC.

THIS AGREEMENT, made and entered into by and between Creative Times Academy, Inc., a Florida Corporation (hereinafter referred to as "Surviving Corporation") and LSRE, Inc., a Florida Corporation (hereinafter referred to as "Merging Corporation") as of the dates specified below.

R E C I T A L S

A. LSRE, Inc., is a Florida Corporation doing business in the State of Florida and primarily operating in Pasco County, Florida.

B. Creative Times Academy, Inc., is a Florida Corporation doing business in the State of Florida and primarily operating in Pasco County, Florida.

C. The Corporations are desirous of entering into a plan and agreement providing for the merging into Creative Times Academy, Inc. of the Corporation known as LSRE, Inc.

C O V E N A N T S

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein the parties agree as follows:

- 1 **Incorporation of Recitals.** The foregoing recitals are hereby acknowledged as true and correct and are hereby incorporated herein as a part and parcel of this Agreement.
- 2 **Plan of Merger.** A plan of merger of LSRE, Inc. and Creative Times Academy, Inc., pursuant to Section 607.214 and Section 368(a)(1)(A) of the Internal Revenue Code is adopted as follows:

- 2.1 LSRE, Inc. shall be merged with and into Creative Times Academy, Inc. to exist and be governed by the laws of the State of Florida.
- 2.2 The name of the Surviving Corporation shall be Creative Times Academy, Inc.
- 2.3 When this Agreement shall become effective, the separate corporate existence of LSRE, Inc., shall cease, and the Surviving Corporation shall succeed, without other transfer to all the rights and property of LSRE, Inc., and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved, unimpaired, and limited in lien to the property affected by the liens immediately prior to the mortgage. Creative Times Academy, Inc., hereby reaffirms the liability of LSRE, Inc., and effective with the merger of the Corporations, its liability for all of the debts and obligations of LSRE, Inc., including but not limited to the liabilities to Community Bank of Manatee by virtue of those certain notes dated September 25, 2001 in the original amount of \$1,310,000.00, dated October 25, 2005 in the original principal amount of \$438,355.63 and that certain consolidation note dated October 25, 2005 in the amount of \$1,635,000.00, and pursuant to all of the accompanying mortgage, security agreements and loan documents to Community Bank of Manatee, as a result of those notes.
- 2.4 The Surviving Corporation will carry on business with assets of LSRE, Inc., as well as with the assets of Creative Times Academy, Inc.
- 2.5 The Shareholders of LSRE, Inc., will surrender all of its shares in the manner hereinafter set forth.
- 2.6 In exchange for the shares of LSRE, Inc., surrendered by its shareholders, the surviving corporation will issue and transfer to the shareholders, on the basis set forth below, shares of its common stock and if necessary the surviving corporation will amend its Articles of Incorporation as set forth below to provide for issuance of the shares of said common stock to be used in such exchange.
- 2.7 The shareholders of Creative Times Academy, Inc., will retain their shares as shares of the surviving corporation.

3 **Effective Date.** The effective date of the merger shall be December 1, 2005.

4 **Representations and Warranties of the Corporations.**

4.1 Of the Merging Corporation. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, LSRE, Inc., represents or warrants to the Surviving Corporation as follows:

4.1.1 LSRE, Inc., is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

4.1.2 LSRE, Inc., has 1,000 shares of common stock authorized with a par value of \$.50 and of which there are 100 shares validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

4.1.3 All required federal, state and local tax returns of LSRE, Inc., have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the period covered by the returns have been paid. LSRE, Inc., has not been delinquent in the payment of any tax or assessment.

4.2 Of the Surviving Corporation. As a material inducement to LSRE, Inc., to execute this Agreement and perform its obligations under this Agreement, Creative Times Academy, Inc., represents and warrants to LSRE, Inc., as follows:

4.2.1 Creative Times Academy, Inc., is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

4.2.2 Creative Times Academy, Inc., has 1,000 shares of common stock authorized with a par value of \$1.00 and of which there are 500 shares validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

5 **Interim Conduct of Business by LSRE, Inc., prior to the effective date of the merger.** LSRE, Inc., shall make no distributions to its shareholders and shall incur no further liabilities prior to the effective date of the merger.

6 **Submission to Shareholders.** This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

7 **Conditions Precedent to Obligations of Creative Times Academy, Inc.** Except as may be expressly waived in writing by Creative Times Academy, Inc., all of the obligations of LSRE, Inc., under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by LSRE, Inc.:

- 7.1 The representations and warranties made by LSRE, Inc., to Creative Times Academy, Inc., in this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If Creative Times Academy, Inc., shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to LSRE, Inc., and shall either correct the error, misstatement, or omission or obtain a written waiver from Creative Times Academy, Inc.
- 7.2 LSRE, Inc., shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.
- 7.3 No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.
- 7.4 All corporate and other proceedings and actions taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for Creative Times Academy, Inc.
- 7.5 The Shareholders of Creative Times Academy, Inc., shall not raise any objection to this merger.

8 **Conditions Precedent to Obligations of LSRE, Inc.** Except as may be expressly waived in writing by LSRE, Inc., all of the obligations of Creative Times Academy, Inc., under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Creative Times Academy, Inc.:

- 8.1 The representations and warranties made by Creative Times Academy, Inc., to LSRE, Inc., in this Agreement and any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If LSRE, Inc., shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Creative Times Academy, Inc., and shall either correct the error, misstatement, or omission or obtain a written waiver from LSRE, Inc.

- 8.2 Creative Times Academy, Inc., shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.
- 8.3 No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.
- 8.4 No objection to this Agreement shall have been raised by the Shareholders of LSRE, Inc.
- 9 **Manner of Converting Shares.** The holders of LSRE, Inc., shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Agreement.
- 9.1 Basis. The shareholders of LSRE, Inc., shall be entitled to receive one (1) share of common stock of the Surviving Corporation, each of \$1.00 par value, for every 1 share of common stock of LSRE, Inc. held by that shareholder.
- 10 **Existing shares of Creative Times Academy, Inc.** The currently outstanding and issued shares of common stock, each of \$1.00 par value shall remain issued and outstanding of the Surviving Corporation.
- 11 **Directors and Officers of Creative Times Academy, Inc.** The present Board of Directors and officers of Creative Times Academy, Inc., shall continue to serve as the Board of Directors and officers of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.
- 12 **Bylaws of Creative Times Academy, Inc.** The Bylaws of Creative Times Academy, Inc., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.
- 13 **Nature and Survival of Representations and Warranties.** All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Creative Times Academy, Inc., LSRE, Inc., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

- 14 **Termination.** This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations under the following circumstances:
- 14.1 By mutual consent of the Board of Directors of the constituent corporations.
 - 14.2 At the election of the Board of Directors of either constituent corporation if the number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable; any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable; any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable; or between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.
 - 14.3 At the option of the Board of Directors of Creative Times Academy, Inc., or LSRE, Inc., if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of LSRE, Inc., on the exchange of their common stock for the stock of the Surviving Corporation.
 - 14.4 That the actions contemplated by the terms and conditions of this Agreement shall be contrary to or in violation of the franchise agreements held by each of the corporations.
- 15 **Notice of and Liability on Termination.** If an election is made to terminate this Agreement and abandon the merger, the President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give *immediate written notice* of the election to the other constituent corporation. Upon the giving of such notice, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.
- 16 **Subchapter S Status.** It is acknowledged that Creative Times Academy, Inc., is a Subchapter S corporation for the purposes of Federal Income taxes and that LSRE,

Inc., is a Subchapter C corporation for the purpose of Federal Income taxes. Following the merger Creative Times Academy, Inc. shall remain a Subchapter S corporation until further action of the corporation or its shareholders.

- 17 **Miscellaneous.** This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original. This Agreement shall be controlled by, interpreted, governed and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to affix their signatures as of the dates specified below.

"MERGING CORPORATION"

LSRE, Inc.

Kimberly D. Ballh
Al Whitehead

By:

Larry W. Stephens
Larry W. Stephens, President

(Corporate Seal)

Dated: 12/6, 2005

"SURVIVING CORPORATION"

Creative Times Academy, Inc.

Kimberly D. Ballh
Al Whitehead

By:

Melissa S. Ballmann
Melissa S. Ballmann, President

(Corporate Seal)

Dated: 12/6, 2005

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I - NAME

The name of the corporation shall be:

Creative Times Academy, Inc.

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE II - PRINCIPAL OFFICE

The principal place of business/mailling address is:

29809 Fog Hollow Dr.
Wesley Chapel, Florida 33543

ARTICLE III - PURPOSE

The purpose for which the corporation is organized is:

ARTICLE IV - SHARES

The number of shares of stock is:

1000

ARTICLE V - INITIAL OFFICERS/DIRECTORS (optional)

The name(s) and address(es):

President / Tresorer - Melissa Ballmann
Vice President / Secretary - Kimberly Ballish

ARTICLE VI - REGISTERED AGENT

The name and Florida street address of the registered agent is:

Melissa Ballmann
29809 Fog Hollow Dr.
Wesley Chapel Fl 33543

ARTICLE VII - INCORPORATOR

The name and address of the Incorporator is:

Melissa Ballmann
29809 Fog Hollow Dr.
Wesley Chapel Fl 33543

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Melissa Ballmann
Signature/Registered Agent

4/25/00
Date

Melissa Ballmann
Signature/Incorporator

4/25/00
Date

ARTICLES OF INCORPORATION
OF
LSRE, Inc.

FILED
00 OCT -6 AM 9:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE ONE - NAME AND MAILING ADDRESS

The name of the Corporation is LSRE, Inc.. The mailing address for the corporation is 9508 E. Martin Luther King, Jr., Blvd, Tampa, Florida 33610.

ARTICLE TWO - TERM OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE THREE - PURPOSE

The purposes for which the Corporation is organized are:

- A. To own and manage real estate..
- B. To invest the funds of the Corporation in real estate, mortgages, stocks, bonds, or any other type of investment, and to own real and personal property

necessary for conducting the business of the Corporation.

C. To do everything necessary and proper for the accomplishment of any of the purposes or attaining of any of the objects or furtherance of any of the purposes enumerated in these Articles of Incorporation, or any amendment thereof, necessary or incidental to the protection and benefit of the Corporation, and in eneral, either alone or in association with any other corporations, firms, or individuals, to carry on any lawful pursuit necessary or incidental to the accomplishment of the purposes, or attainment of the objects or the furtherance of such purposes or objects of the Corporation.

D. To engage in any activity or business permitted under the laws of the United States and of the State of Florida.

The foregoing paragraphs shall be construed as enumerating both objects and purposes of the Corporation; and it is expressly provided hereby that the foregoing enumeration of specific purposes shall not be held to limit or restrict in any manner the purposes of the Corporation otherwise permitted by law.

ARTICLE FOUR - CAPITAL STOCK

The capital stock of the Corporation shall be 1,000 shares of common stock

having a par value of \$.50 per share.

ARTICLE FIVE - REGISTERED OFFICE

The street address of the initial registered office of the Corporation is 6830 Central Ave., Suite D, St. Petersburg, Florida 33707 and the name of the initial registered agent at such address is MARK R. LEWIS, Sr..

ARTICLE SIX - DIRECTORS

The business of the Corporation shall be managed by its Board of Directors. The number of Directors constituting the entire Board shall not be less than one; and subject to such minimum may be increased or decreased from time to time by amendment of the By-Laws in a manner not prohibited by law. Until so changed, the number shall be one.

ARTICLE SEVEN - INITIAL DIRECTORS

This Corporation shall have one Director initially. The name and address of

Law Offices of MARK R. LEWIS, P.A.

6830 Central Ave., Suite D

St. Petersburg, FL 33707

Tel No. 727-381-1946

Fax No. 727-384-4633

..I..

the member of the initial Board of Directors is:

Name

Address

Larry Stephens

9508 E. Martin Luther King, Jr.,
Blvd
Tampa, Florida 33610

ARTICLE EIGHT - INCORPORATOR

The name and address of the person signing these Articles of Incorporation as incorporator is MARK R. LEWIS, Sr., 6830 Central Ave., Suite D, St. Petersburg, Florida 33707.

ARTICLE NINE - BY-LAWS

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board of Directors and the Shareholders. Any By-Laws adopted by the Board of Directors or the Shareholders may be altered, amended, or repealed by the other group except that any By-Law adopted by the Shareholders may provide that it can only be altered, amended, or repealed by the Shareholders.

Law Offices of MARK R. LEWIS, P.A.

6830 Central Ave., Suite D

St. Petersburg, FL 33707

Tel No. 727-381-1946

Fax No. 727-384-4633

ARTICLE TEN - CONTRACTS

No contract or other transaction between the Corporation and any other corporation shall be affected by the fact that any Director of the Corporation is interested in, or is a Director or officer of, such other corporation, and any director, individually or jointly, may be a party to, or may be interested in, any contract or transaction of the Corporation or in which the Corporation is interested; and no contract or transaction of the Corporation with any person, firm or corporation shall be affected by the fact that any Director of the Corporation is a party in any way connected with such person, firm or corporation, and every person who may become a Director of the Corporation is hereby relieved from any liability that might otherwise exist from contracting with a corporation for the benefit of himself or any firm, association, or corporation in which he may be in any way interested.

ARTICLE ELEVEN - AMENDMENT

Section 1. The Corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the Shareholders by these Articles of Incorporation or the By-Laws is subject to this reservation.

Law Offices of MARK R. LEWIS, P.A.

6830 Central Ave., Suite D

St. Petersburg, FL 33707

Tel No. 727-381-1946

Fax No. 727-384-4633

--I--
-A-

Section 2. These Articles of Incorporation may be amended in the manner provided by the Florida General Corporation Act effective January 1, 1971, or as it is thereafter amended.

ARTICLE TWELVE - INDEMNIFICATION

The Corporation shall indemnify any officer or Director or any former officer or Director to the full extent permitted by law.

ARTICLE THIRTEEN - RESTRAINT ON ALIENATION OF SHARES

The Stockholders of the Corporation shall have the power to include in the By-Laws, adopted by a two-third majority of the Stockholders of the Corporation, any regulatory or restrictive provisions regarding the proposed sale, transfer, or other disposition of any of the outstanding stock of the Corporation by any of its Stockholders, or in the event of the death of any of its Stockholders. The manner and form, as well as the relevant terms, conditions, and details thereof, shall be determined by the Stockholders of the Corporation; provided, however, that such regulatory or restrictive provisions shall not affect the rights of third parties without

actual notice thereof, unless the existence of such provisions shall be plainly written upon the certificate evidencing the ownership of such stock.

IN WITNESS WHEREOF, I have subscribed my name this 4th day of October, 2000.
September, 2000.


MARK R. LEWIS, Sr., Incorporator

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4 day of October, 2000 by Mark R. Lewis, Sr. as incorporator of LSRE, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC





Tina Marsh
My Commission CC932047
Expires April 30 2004

Print: Tina Marsh

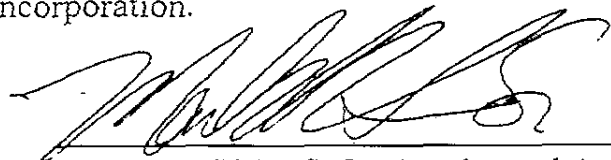
My Commission Expires:
(SEAL)

ACCEPTANCE BY REGISTERED AGENT

I HEREBY ACCEPT the designation of initial Registered Agent for LSRE,

Law Offices of MARK R. LEWIS, P.A.
6830 Central Ave., Suite D
St. Petersburg, FL 33707
Tel No. 727-381-1946
Fax No. 727-384-4633

Inc., as stated in these Articles of Incorporation.



MARK R. LEWIS, Sr., Registered Agent

Dated : 10/4/02

F:\CFSTEPHENS\lsrelarticles.wpd

Law Offices of MARK R. LEWIS, P.A.

6830 Central Ave., Suite D

St. Petersburg, FL 33707

Tel No. 727-381-1946

Fax No. 727-384-4633