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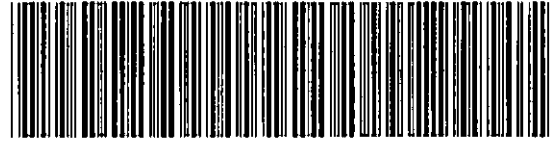
(Business Entity Name)

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December 2, 2019.

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

Re: Caring by Cleaning, Inc.

Dear Sir or Madam,

Enclosed for filing are the Articles of Incorporation for Caring by Cleaning, Inc., a not for profit corporation, together with a check for \$87.50, made payable to the Department of State.

Please return a certified copy of the filed articles and a certificate of status to me at 2300 SW 80th Ave., Ocala, FL 34481. For purposes of all email correspondence, please use mi3c11@aol.com.

Thank you for your assistance in this filing. If you have any questions, please call me at (352) 642-5998.

Respectfully,



Michael L. Collins – Registered Agent

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**ARTICLES OF INCORPORATION
FOR
CARING BY CLEANING, INC.**

In compliance with Chapter 617, F.S., this Florida Not for Profit Corporation adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be CARING BY CLEANING, INC. (the "Corporation").

**ARTICLE 2
PRINCIPAL OFFICE**

The principal street address and the mailing address of the Corporation shall be:

2300 SW 80th Ave
Ocala, FL 34481

**ARTICLE 3
PURPOSE**

The corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. The purpose of the Corporation shall be carried out without regard to race, sex, color, creed, religion, ethnic or national origin.

The Corporation has not been formed for profit or financial gain, and no part of the assets, income or profits of the Corporation are distributable to, or inures to the benefit of, its Directors or Officers; provided however, reasonable compensation as set by the Board of Directors may be paid for services rendered to or for the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of this certificate, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

The primary mission and purpose for which the corporation is organized is:

- a) To provide home cleaning, pressure washing, and other services for wounded and disabled first responders, military veterans, and teachers; and

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TALLAHASSEE, FL

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- b) To engage in any lawful act or activity for which corporations not for profit may be organized under Florida law.

**ARTICLE 4
MANNER OF ELECTION**

The method for appointing directors shall be as provided for in the Bylaws.

**ARTICLE 5
OFFICERS AND/OR DIRECTORS**

The Corporation shall always have a minimum of three Directors.

**ARTICLE 6
INDEMNIFICATION**

The Directors, Members, and officers, if any, of the Corporation shall be indemnified to the full extent permitted by Florida law.

**ARTICLE 7
REGISTERED AGENT AND STREET ADDRESS**

The name and the street address of the registered agent are as follows:

Michael L. Collins
2300 SW 80th Ave
Ocala, FL 34481

**ARTICLE 8
INCORPORATOR**

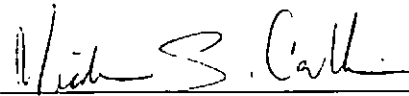
The name and address of the Incorporator is:

Michael L. Collins
2300 SW 80th Ave
Ocala, FL 34481

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TALLAHASSEE, FL

IN WITNESS WHEREOF, the undersigned subscribes these Articles of Incorporation on

December 2, 2019.


MICHAEL L. COLLINS

ACCEPTANCE OF REGISTERED AGENT

The undersigned agrees to act as registered agent for the Company named above, to accept service of process at the place designated in these Articles of Incorporation, and to comply with the provisions of Chapter 617, Florida Statutes, and the undersigned acknowledges that he is familiar with and accepts the obligations of such position.

Date: December 2, 2019

Michael S. Collins
MICHAEL L. COLLINS

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TALLAHASSEE, FL

RETAINER AGREEMENT

COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC. ("CLSMF")
and **MICHAEL L. COLLINS, ("CLIENT")** hereby agree as follows:

1. With its execution of this Retainer CLIENT certifies it is engaged in a program of community and economic development that directly benefits low income neighborhoods; that a primary activity of CLIENT is providing services to low income individuals who are eligible for CLSMF's legal assistance; and if a non-profit organization, that CLIENT's board of directors includes persons who are significant stakeholders in one or more low income neighborhoods, and that CLIENT will request assistance from CLSMF only for matters for which it has no practical means of paying for an attorney to provide such assistance.

2. In consideration for the promise of CLIENT to carry out community economic development and/or affordable housing development activities that benefit low income persons, CLSMF hereby agrees, when requested to do so by the CLIENT, to provide the CLIENT with legal assistance at no cost, except in certain instances as is further described below. Such assistance may include but shall not be limited to the following types of matters:

- * Contract negotiation assistance and contract drafting
- * Joint venture & partnership agreements
- * Dispute resolution assistance
- * Bylaw and articles of incorporation amendments
- * Assistance with tax exemption issues
- * Board training
- * General legal advice
- * Representation before administrative agencies
- * Other

Although CLSMF'S services are generally free, CLIENT agrees that under certain limited circumstances CLSMF may charge a fee. Such fee shall be disclosed to CLIENT in writing prior to the opening of a new matter with CLSMF.

3. At its sole discretion CLSMF may decline to provide the CLIENT with legal assistance on particular matters without terminating this Agreement. The reasons for CLSMF declining to provide a particular request for assistance include, but are not limited to, the following: CLIENT has financial resources reasonably available to pay a private attorney for the particular service being requested; CLSMF does not currently have the resources available to provide the requested assistance; and, the service being requested is outside of CLSMF's stated priorities.
4. Representation in litigation may or may not be provided at CLSMF's sole discretion. If it is provided it will be done so only after a separate Retainer has been entered into between CLIENT and CLSMF.
5. CLSMF agrees to provide the above requested representation and to fully represent the CLIENT's interests within the rules regulating the Florida Bar. CLIENT's legal affairs will be kept in strict confidence. If the representation involves the resolution of a dispute that the CLIENT has with another party CLSMF will notify CLIENT and get its agreement before taking any significant action on its behalf. The CLIENT's matter will be kept in strict confidence.
6. CLIENT agrees to be truthful in giving information requested and promptly notify CLSMF of any new developments relevant to any legal representation being provided.
7. Such assistance has an average monetary value of \$350.00 per hour but will be provided without charge so long as CLIENT maintains its eligibility for these services as determined by CLSMF.
8. The term of this Agreement shall begin the date that the last of the two parties executes this Agreement below ("Commencement Date") and shall continue in effect until December 31, 2019 ("End Date"). This Agreement may be terminated by either party pursuant to written notification. CLSMF may terminate this Agreement at any time as long as the CLIENT's legal interests are not harmed by the termination. In the event that this Agreement is so terminated CLSMF may decline to take on any new tasks following the date of the termination but CLSMF shall complete any tasks undertaken prior to that date within the guidelines of the Rules of Ethics of the Florida Bar.
9. CLSMF shall have no liability for the costs of abstracting, title examination, title insurance, documentary stamp taxes, intangible taxes, or recording fees which may be incurred or paid in connection with any real estate acquisition or financing efforts undertaken by CLIENT. Likewise, CLSMF shall not be responsible for any other fees owed

by CLIENT to third parties including but not limited to incorporation fees paid to the State of Florida.

10. CLIENT's board of directors, by properly adopted Resolution, shall designate two persons (such as its Executive Director and Board President) to act on its behalf with regard to this Retainer Agreement.

11. CLIENT is not responsible for any insurance or other fringe benefits (e.g., social security, income tax withholdings, retirement or leave benefits) for CLSMF or its employees that are normally available to direct employees of CLIENT. CLSMF assumes full responsibility for the provision of all of its own insurance and fringe benefits for itself and its employees which have been retained by CLSMF in order to satisfy the scope of services of this Retainer Agreement.

12. CLIENT certifies it has as a principal activity the delivery of services to those persons in the community who would be financially eligible for free assistance from CLSMF under the regulations that govern CLSMF's federal funding.

13. If applicable, CLIENT consents to CLSMF representing its tenants in landlord tenant disputes. The Code of Ethics governing attorneys requires that such consents be obtained in specific instances of potential conflict. For that reason CLIENT agrees to consent to such specific instances when asked to do so by CLSMF.

14. CLIENT understands that CLSMF has relationships with five other law firms providing legal assistance, Legal Aid Service of Broward County, Inc., Legal Services of Greater Miami, Inc., Jacksonville Area Legal Aid, Inc., Legal Services of North Florida, Inc., and Bay Area Legal Services, Inc. (together, the "PARTNER FIRMS"), in which CLSMF may share CLIENT's confidential information with the PARTNER FIRMS and personnel of the PARTNER FIRMS may assist CLSMF in providing legal services to CLIENT. Provided that the PARTNER FIRMS abide by the terms and conditions hereof, CLIENT agrees that CLSMF may share CLIENT's confidential information with the PARTNER FIRMS and personnel of the PARTNER FIRMS may assist CLSMF with CLIENT's representation.

15. CLSMF and PARTNER FIRMS may refer to the existence of CLIENT's relationship in grant applications, publicity materials and volunteer recruiting, or to any grant funder who requires the Parties or their attorneys to report information regarding case closure data or when such disclosure is requested within a grant application from either the Parties or their attorneys. CLSMF understands that no confidential CLIENT information

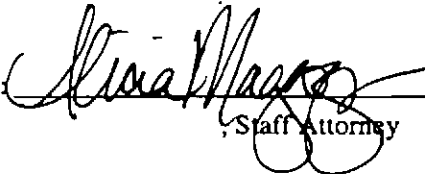
will be released, except that consistent with federal law. CLSMF may be required to disclose certain information to its funding sources. The types of information currently subject to such disclosure are time records, this retainer agreement, CLIENT trust fund and eligibility records, ways in which CLSMF was able to assist CLIENT and CLIENT's name.

16. CLIENT certifies that all or substantially all of its members and/or board members, as applicable, are either United States Citizens or Lawful Permanent Residents.

<<signatures on following page>>


IN WITNESS THEREOF, the parties hereto have caused this five-page Retainer Agreement to be executed by their undersigned officials as duly authorized.

COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.

By:  Date: 11.5.19
Staff Attorney

MICHAEL L. COLLINS

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By:  10/17/19 Date:
Signature
Michael L. Collins
Print name and title