

N21000008674

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800370011978

07/16/21--01017--014 **70.00

FILED
21 JUN 16 PM 07
OFFICE OF THE CLERK
STATE OF NEW YORK

COVER LETTER

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

SUBJECT: TIRRD INTERNATIONAL RELIEF AND RESCUE DEVELOPMENTS, INC.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Bernard T. Long

Name (Printed or typed)

P O Box 520778

Address

Longwood, Florida 32752-0778

City, State & Zip

407-599-1700

Daytime Telephone number

tirrdcharities@gmail.com

E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION
In compliance with Chapter 617, F.S., (Not for Profit)

ARTICLE I NAME

The name of the corporation shall be: IRRD INTERNATIONAL RELIEF AND RESCUE DEVELOPMENTS, INC.,

ARTICLE II PRINCIPAL OFFICE

Principal street address:

895 Franklin Street

Altamonte Springs, Florida 32701

Mailing address, if different is:

P O Box 520778

Longwood, Florida 32752-0778

ARTICLE III PURPOSE

The purpose for which the corporation is organized is: To act for any lawful purpose or purposes not for pecuniary profit and not specifically prohibited to corporations under other laws of this state. Such purposes include, without limitation, charitable, benevolent, eleemosynary, educational, historical, civic, patriotic, political, religious, social, fraternal, literary, cultural, athletic, scientific, purposes, agricultural, horticultural, animal husbandry, and professional, commercial, industrial, or trade association.

To provide a better habitat for economically disadvantage people with needed stock or supply of money, materials, staff and other assets that can be drawn on by a person or organization in order to function effectively.

ARTICLE IV MANNER OF ELECTION The manner in which the directors are elected and appointed: By election/voting

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Bernard T. Long

Address: 895 Franklin Street
Altamonte Springs, Florida 32701

Name and Title: _____

Address: _____

Name and Title: Michael P. Long

Address: 895 Franklin Street
Altamonte Springs, Florida 32701

Name and Title: _____

Address: _____

Name and Title: Renee Mandez

Address: 895 Franklin Street
Altamonte Springs, Florida 32701

Name and Title: _____

Address: _____

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

ARTICLE VI REGISTERED AGENT

The name and Florida street address (P.O. Box **NOT** acceptable) of the registered agent is:

Name: Bernard T. Long
Address: 895 Franklin Street
Altamonte Springs, Florida 32701

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is:

Name: Bernard T. Long
Address: 895 Franklin Street
Altamonte Springs, Florida 32701

ARTICLE VIII EFFECTIVE DATE:

Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior or 90 business days after the filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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

Bernard Timothy Long
Required Signature of Registered Agent

June 25, 2021
Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Bernard Timothy Long
Required Signature of Incorporator

June 25, 2021
Date

ARTICLES OF INCORPORATION
OF
TIRRD TIMBERWOLF INTERNATIONAL RELIEF AND RESCUE
DEVELOPMENTS, INC.

Advocates of hopeless and even impossible cases
St. Rita Of Cascia

A Florida Non-Profit Corporation



Article of Incorporation of the undersigned, all whom are being of all legal age and citizens of the United States, and acting as incorporators and desiring to form a Non-Profit Corporation under the Non-Profit Corporation Law and in compliance with Chapter 617 of Florida State Law do hereby certify:

Development can be defined as bringing about social change that allows people to achieve their human potential.

ARTICLE I
NAME OF CORPORATION

The name of the Corporation shall be:

TIRRD TIMBERWOLF INTERNATIONAL RELIEF AND RESCUE DEVELOPMENTS, INC.

A Florida Non-Profit Corporation.

(hereinafter called the Corporation)

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS OF CORPORATION

2.1) The principal place of business of the Corporation is:

895 Franklin Street
Altamonte Springs, Florida 32701

2.2) The principal mailing address of the Corporation is:

Post Office Box 520778
Longwood, Florida 32752-0778

2.3) The Corporation may, from time to time, in the manner provided by law, change the registered agent and the registered office within the State of Florida. The Corporation may also maintain an office or offices for the conduct of its business, either within or without the State of Florida.

ARTICLE III PRINCIPAL OFFICE AND MAILING ADDRESS OF REGISTERED AGENT

3.1) The name of the initial registered agent and the street address of the initial registered office in the State of Florida where process may be served upon the corporation is Bernard T. Long and The Corporation's current address.

3.2) The principal place of business of the Registered Agent's is:

895 Franklin Street
Altamonte Springs, Florida 32701

3.3) The principal mailing address of the Statutory Registered Agent's office in the State of Florida is:

Post Office Box 520778
Longwood, Florida 32752-0778

3.4) The Corporation may, from time to time, in the manner provided by law, change the Statutory Resident Agent and the Resident Agent's address within the State of Florida.

ARTICLE IV PURPOSE AND APPLICATION

617.0301 Purposes and application.—This Corporation may be organized under Florida Statute 617.0301 act for any lawful purpose or purposes not for pecuniary profit and not specifically prohibited to corporations under other laws of this state. Such purposes include, without limitation, charitable, benevolent, eleemosynary, educational, historical, civic, patriotic, political, religious, social, fraternal, literary, cultural, athletic, scientific, agricultural, horticultural, animal husbandry, and professional, commercial, industrial, or trade association purposes. If special provisions are made, by law, for the organization of designated classes of corporations not for profit, such corporations shall be formed under such provisions and not under this act.

To provide a better habitat for economically disadvantage people with needed stock or supply of money, materials, staff, a other assets that can be drawn on by a person or organization in order to function effectively.

ARTICLE V POWERS

The powers of the Corporation shall be provided in the bylaws of the Corporation in accordance with Chapter 617, Florida Statutes with the following limitations within the meaning of §501(c)(3) of the Internal Revenue Code, as may amended:

Florida Statute 617.0302 Corporate powers.—Every corporation not for profit organized under this chapter, unless otherwise provided in its articles of incorporation or bylaws, shall have power to:

(1) Have succession by its corporate name for the period set forth in its articles of incorporation.

- (2) Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- (3) Adopt, use, and alter a common corporate seal. However, such seal must always contain the words "corporation not for profit."
- (4) Elect or appoint such officers and agents as its affairs shall require and allow them reasonable compensation.
- (5) Adopt, change, amend, and repeal bylaws, not inconsistent with law or its articles of incorporation, for the administration of the affairs of the corporation and the exercise of its corporate powers
- (6) Increase, by a vote of its members cast as the bylaws may direct, the number of its directors so that the number shall not be less than three but may be any number in excess thereof.
- (7) Make contracts and guaranties, incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure its obligations by mortgage and pledge of all or any of its property, franchises, or income.
- (8) Conduct its affairs, carry on its operations, and have offices and exercise the powers granted by this act in any state, territory, district, or possession of the United States or any foreign country.
- (9) Purchase, take, receive, lease, take by gift, devise, or bequest, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated.
- (10) Acquire, enjoy, utilize, and dispose of patents, copyrights, and trademarks and any licenses and other rights or interests thereunder or therein.
- (11) Sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and as
- (12) 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 and other interests in, or obligations of, other domestic or foreign corporations, whether for profit or not for profit, associations, partnerships, or individuals, or direct or indirect obligations to the United States, or of any other government, state, territory, governmental district, municipality, or of any instrumentality thereof.
- (13) Lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds loaned or invested except as prohibited by s. 617.0833.
- (14) Make donations for the public welfare or for religious, charitable, scientific, educational, or other similar purposes.
- (15) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is organized.
- (16) Merge with other corporations or other eligible entities identified in s. 607.1101, both for profit and not for profit, domestic and foreign, if the surviving corporation or other surviving eligible entity is a corporation not for profit or other eligible entity that has been organized as a not-for-profit entity under a governing statute or other applicable law that permits such a merger.

q.) To exercise any, all and every power under which a nonprofit Corporation organized under the provisions of the Florida Not For-Profit Corporation Act, as from time to time may be amended, for religious, charitable or educational purposes, can be authorized to exercise.

ARTICLE VI RESTRICTIONS ON POWERS

FURTHER:

6.1) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to its members, directors, officers or other private interests. However, the Corporation shall be authorized and empowered to pay a reasonable flat salary for services rendered by its employees and to make payments and other distributions in furtherance of the purposes set forth in Article IV.

6.2) Only an insubstantial amount of the activities of the Corporation shall be in furtherance of a purpose not set forth in Article IV.

6.3) Only an insubstantial amount of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, within the meaning of §501(c)(3) of the Internal Revenue Code, as may be amended, unless the Corporation elects the provisions of § 501(h) of the Internal Revenue Code, as may be amended.

6.4) In no event shall the Corporation have the power to participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of, or in opposition to, any candidate for public office, all within the meaning of § 501(c)(3) of the Internal Revenue Code, as may be amended.

6.5) In the event the Corporation chooses to litigate, using its own staff attorneys on behalf of its members or other clients, and the Corporation shall comply with the guidelines provided within Revenue Procedure 92-59, 1992-2 C.B.

411-12, as may be amended, superseded or modified. The bylaws of the Corporation shall adopt these provisions accordingly.

6.6) In the event of dissolution, the residual assets of the Corporation will be turned over to one or more organizations which themselves are exempt of organizations described in Section 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

6.7) In particular, but without limitation of the generality of the foregoing paragraph, during such time as the Corporation may be considered a private foundation as defined in Section 509(a) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws) it shall not:

(i) fail to distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws);

(ii) engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws),

(iii) retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws);

(iv) make any investment in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws); or

(v) make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws).

(vi) absolutely refrain from participating in the political campaigns of candidates for local, state, or federal office.

(vii) no further non-exempt purposes more than insubstantially.

(viii) not operate for the primary purpose of conducting a trade or business that is not related to its exempt purposes.

(ix) not engage in activities that are illegal or violate fundamental public policy.

6.8) Notwithstanding the restrictions imposed in this paragraph, if Section 508(e) of the Code and Section 43-1212 of the Statutes are amended to remove the requirement that any or all of the restrictions contained herein are to be included in the governing instrument of the Corporation, then such of the foregoing restrictions as are no longer required to be so included shall be deemed deleted and shall have no further force or effect.

ARTICLE VII CORPORATE PROPERTY

The property of this Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the winding up of the Corporation, its assets remaining after payment, or provision for payment of all debts and liabilities of this shall be distributed to a nonprofit fund, foundation or Corporation which is organized and operated exclusively for charitable purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE VIII LIMITATIONS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in the articles hereof. 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 (including the publishing or distribution of statements), any political campaigns on behalf of any candidate for public office. Notwithstanding any other provision of these articles, this Corporation shall not, except to an insubstantial degree, engage in any activities (a) by a Corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or (b) the corresponding provisions of any future United States Internal Revenue Laws.

ARTICLE IX DISSOLUTION

Upon the dissolution of this Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all its assets exclusively for the purposes of the Corporation in such a manner, to such organization organized and operated exclusively for charitable, educational, religious purposes under the meaning of Section 501 (c)(3) of the Internal Revenue Code, or corresponding Section of any future Federal Tax Code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Superior Court in the County where the principal office of the Corporation is then located, exclusively for such purposes or to such organizations as said Court shall determine which are organized and operated exclusively for such purposes.

ARTICLE X PRIVATE PROPERTY

The private property of the directors, members, officers, employees and agents of the Corporation shall be forever exempt from any and all debts of every kind and nature incurred by the Corporation, and as authorized by the laws of this State.

ARTICLE XI BOARD OF DIRECTORS

The Board of Directors shall consist of 3 (three) directors. The name and addressed of the persons who are to serve as the directors until the first annual meeting of the members, or until their successors are elected and qualify are:

Bernard T. Long	895 Franklin Street, Altamonte Springs, Florida 32701
Michael P. Long	895 Franklin Street, Altamonte Springs, Florida 32701
Renee Mandez	895 Franklin Street, Altamonte Springs, Florida 32701

ARTICLE XII INDEMNIFICATION

12.1) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative, arbitative or investigation, any appeal in such action, suit or proceeding and any inquiry or investigation which could lead to such an action, suit or proceeding by reason of the fact that such a person is or was a Director, officer, employee or agent of the Corporation, or any predecessor of the Corporation, or is or was serving at the request of the Corporation, or any predecessor of the Corporation as a Director, officer, employee, partner, venturer, proprietor, trustee, agent or similar functionary (Management Official) of another foreign or domestic Corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprises ("Other Entity"), against expenses(including court costs and attorneys' fees), Judgment, penalties, fines, excise taxes and amounts paid in connection with such action, suit or proceeding to the full extent of the law).

12.2) The Corporation shall not indemnify any person in any proceeding that is a result of an action by, or in the right of the Corporation. The Corporation will indemnify any person who 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 Corporation and; with respect to any criminal action or proceeding had no reasonable cause to believe his or her action was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere of its equivalent shall not, or itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, that the person did not act in good faith and in a manner which he or she reasonably believed to be in, not opposed to, the best interests of the Corporation or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

12.3) The Company shall indemnify the Indemnitee and his or her executors, administrators or assigns, for any Expenses (as defined below) that the Indemnitee is or becomes obligated to pay in connection with any Proceeding. As used in this Agreement the term "Proceeding" shall include any threatened, pending or completed claim, action, suit, investigation or proceeding, whether brought by or in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, in which the Indemnitee may be or may have been involved as a party, witness or otherwise, by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any actual or alleged error or misstatement or misleading statement made or suffered by the Indemnitee, by reason of any actual or alleged action taken by him or her or of any actual or alleged inaction on his or he or she was serving at the request of the her part while acting as such director or officer, or by reason of the fact he or she was serving at the request of the Company as a director, trustee, officer, employee or agent of another Corporation, partnership joint venture, trust or other enterprise; *provided, however*, that Indemnitee shall not be entitled to indemnification hereunder to the extent that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, in the case of a criminal proceeding, in addition had reasonable cause to believe that his or her conduct was not in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company. The term "other enterprise" shall include (without limitation) employee. The term "other enterprise" shall include (without limitation) employee benefit plans and administrative committees thereof, and the term "fines" shall include (without limitation) any excise tax assessed with respect to any employee benefit plan. Any Corporation, partnership limited liability company or other entity on behalf of which Indemnitee may be deemed to be acting in connection with his or her service to the Company shall be entitled to the benefits of the indemnity provided for by this Agreement to the same extent and under the same conditions upon which Indemnitee is entitled to such indemnity.

12.4) If a claim or request under this Agreement is not paid by the Company, or on its behalf, within 30 calendar days after a written claim or request has been received by the Company, then the Indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim or request and if successful in whole or in part, the Indemnitee shall be entitled to be paid also the Expenses of prosecuting such suit. The burden of proving that the Indemnitee is not entitled to indemnification for any reason shall be upon the Company.

12.5) Upon any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

12.6) The Company shall not be liable under this Agreement to pay any Expenses in connection with any claim made against the Indemnitee (a) to the extent that payment is actually made to the Indemnitee under a valid, enforceable and collectible insurance policy; (b) to the extent that the Indemnitee is indemnified and actually paid otherwise than pursuant to this Agreement; (c) in connection with a judicial action by or in the right of the Company, in respect of any claim, issue or matter as to which the Indemnitee shall have been adjudged to be liable to the Company unless and only to the extent that any court in which such action was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper; (d) if and to the extent that it is proved by final, non-appealable judgment in a court of law or other final adjudication to have been based upon or attributable to the Indemnitee's in fact having gained any personal profit or advantage to which he or she was not legally entitled; (e) for a disgorgement of profits made from the purchase and sale by the Indemnitee of securities pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, and amendments thereto or similar provisions of any state statutory law or common law; or (f) for any judgment, fine or penalty which the Company is prohibited by applicable law from providing indemnity hereunder.

12.7) Notwithstanding any other provision of this Agreement, to the extent that the Indemnitee has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against any and all Expenses incurred in connection therewith.

12.8) If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses to which the Indemnitee is entitled.

12.9) Expenses incurred by the Indemnitee in connection with any Proceeding, except the amount of any settlement, shall be paid by the Company in advance promptly upon request of the Indemnitee that the Company pay such

expenses. The Indemnitee hereby undertakes to repay to the Company the amount of any Expenses theretofore paid by the Company to the extent that it is ultimately and finally determined or that the Indemnitee is not entitled to indemnification.

12.10) The Indemnitee, as a condition precedent to his or her right to be indemnified under this Agreement, shall give to the Company notice in writing as soon as practicable of any claim made against him or her for which indemnity will or could be sought under this Agreement, but a failure to give such notice will affect the obligations of the Company hereunder only to the extent that the Company is actually and materially prejudiced thereby. Notice to the Company shall be given at its corporate headquarters and shall be directed to the corporate secretary (or such other addressee as the Company shall designate in writing to the Indemnitee); notice shall be deemed received if sent by prepaid mail properly addressed, the date of such notice being the date postmarked. In addition, the Indemnitee shall give the Company such information and cooperation as it may reasonably require in connection with such claim.

12.11) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument.

12.12) Nothing herein shall be deemed to diminish or otherwise restrict the Indemnitee's right to indemnification under any provision of the Certificate of Incorporation or bylaws of the Company and amendments thereto or under law.

12.13) This Agreement shall be governed by and construed in accordance with Florida law, without giving effect to the principles of conflict of laws thereof.

12.14) Wherever there is conflict between any provision of this Agreement and any applicable present or future statute, law or regulation contrary to which the Company and the Indemnitee have no legal right to contract, the latter shall prevail, but in such event the affected provisions of this Agreement shall be curtailed and restricted only to the extent necessary to bring them within applicable legal requirements.

12.15) The provisions of this Agreement shall apply with respect to the Indemnitee's service as a director of the Company prior to the date of this Agreement and with respect to all periods of such service after the date of this Agreement, even though the Indemnitee may have ceased to be a director of the Company.

12.16) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors and permitted assigns.

12.17) The indemnification provided in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under these Articles, the Corporation's Bylaws, any issuance or other agreement, vote or members or disinterested Directors, or otherwise, both as to actions, in their official capacities and as to actions in other capacities, while holding such offices, and shall continue as to a person who has ceased to be a Director; officer; employee or agent and shall inure to the benefit of the heirs, executors and administration of such person, provided that no indemnification shall be made to or on behalf of an individual if a judgment or their final adjudication established that his/her acts or omissions (i) where in breach of his/her duty of loyalty to the Corporation or its members; (ii) where not in good faith or involved a knowing violation of law, or (iii) resulted in the receipt of an improper personal benefit, willful misconduct or a conscious disregard for the best interests of the Corporation, (iv) in a proceeding by or in the right of the Corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

12.18) A director, officer, employee, or agent of the Corporation who is or was a party to a proceeding may not apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or in another court of competent jurisdiction.

12.19) Upon resolution passed by the Board of Directors; the Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer; employee; or agent of the Corporation, or was serving at the request of the Corporation as a Managerial Official of an Other Entity, against any liability asserted against him/her or incurred by him/her in such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these Articles.

12.20) The duties of the Corporation to indemnify and to advance expenses to a Director, officer, employee, or agent in this Article shall be in a nature of a contract between the Corporation and each such individual, and no amendment or repeal of any provision of this Article shall either, to the detriment of such individual, the right of such individual to the

advancement of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

12.21) No Director shall be liable to the Corporation or its members for monetary damages for an act or omission in the Director's capacity as a Director, except that this Article does not authorize the elimination or limitation of the liability of a Director to the extent the Director is found liable for: (i) a breach of the Director's duty of loyalty to the Corporation or its members; (ii) an act or omission not in good faith which constitutes a breach of duty of the Director to the Corporation or an act or omission which involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office; (iv) an act or omission for which the liability of a Director is expressly provided an applicable statute

12.22) The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

12.23) No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

12.24) This Article constitutes a contract between the Corporation and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, or employee under this Article shall apply to such officer, director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repealed.

ARTICLE XIII ANNUAL MEETING

The annual meeting of the Board of Directors is to be held at a place either within or without this State as fixed by the Bylaws.

ARTICLE XIV MEETINGS

14.1) After incorporation, the appropriate members of the Corporation shall hold an organizational meeting in accordance with Florida Statutes, as amended.

14.2) The board of directors of the Corporation may participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication which allows all directors participating to simultaneously hear one another. A director participating in such a meeting is deemed present at the meeting. In the alternative, the board of directors may take actions through signed e-mail communications provided all board members agree.

ARTICLE XV ELECTION OF CORPORATE DIRECTORS

The directors of the Corporation shall be elected in accordance with methods and qualifications specified in the bylaws of the Corporation. In no event, shall the number of directors be fewer than three.

ARTICLE XVI DURATION

The existence of this Corporation shall be perpetual unless sooner terminated as provided for by law.

ARTICLE XVII NON-DISCRIMINATORY POLICY

This Corporation, including all of its assistance programs and sponsored activities admits participants of any race, color and national or ethnic origin, to all the rights, privileges, programs and activities generally accorded or made available to other participants in any of its educational or sponsored programs. It does not discriminate on the basis of race, color, national or ethnic origin in administration of its educational policies, admissions policies, assistance, shelter, aid,

backing, benefit, help, compensation, relief, services, support, assistance, comfort, care, charity, encouragement, ministry, athletic and other educational or similar sponsored programs and religious guidance.

ARTICLE XVIII TERM OF EXISTENCE

The date when corporate existence shall commence shall be the date of filing of these Articles of Incorporation in the office of the Secretary of State of the State Of Florida and the Corporation shall have perpetual existence thereafter.

ARTICLE XIX OFFICERS

The officers of the Corporation shall be a President, Secretary, and Treasurer and such other officers as may be provided by the Bylaws. Officers shall be elected Annually by the Board of Directors at its annual meeting. The names and address of the persons, who are to serve as officers of the Corporation until the first meeting of the Board Of Directors are:

President Bernard T. Long 895 Franklin Street, Altamonte Springs, Florida 32701

Treasurer Michael R. Long 895 Franklin Street, Altamonte Springs, Florida 32701

Secretary Frederick D. Smith 895 Franklin Street, Altamonte Springs, Florida 32701

ARTICLE XX MEMBERSHIP

The designation of the class of members, qualifications thereof, and all rights, privileges and powers vested and reserved to members shall be fixed by the Bylaws, except that the power to alter, amend or repeal the Bylaws or adopt Bylaws, subject to repeal or change by the action of the members, shall be vested and reserved to members. The right of members, or classes of members to vote, may be limited, enlarged or denied to the extent provided in the Bylaws and unless so limited, enlarged or denied each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote of the members. A member entitled to vote may vote in person, or unless otherwise prohibited by the Bylaws, vote by a proxy duly executed by the member or his or her duly authorized attorney-in-fact. Meetings of members shall be held at such place within or without the State in accordance with the Bylaws, or if such place is not provided, then all such meetings shall be held at the principal office of this Corporation. An annual meeting of the voting members shall be held at such time and place as fixed by the Bylaws. And at such meeting, the members shall elect directors to replace those directors whose terms expire on the date of such annual meeting, and conduct any other business that may lawfully come before the members for a vote. Such directors shall be elected by a simple majority of all members entitled to vote. Special meetings of the members may be called either by one-third of the Board of Directors, or by at least one-tenth (1/10) of the voting members.

ARTICLE XXI AMENDMENT OF ARTICLES OF THE CORPORATION

The Corporation by resolution adopted by a unanimous vote of those entitled to vote attending an annual meeting or a special meeting called for such purpose, reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter prescribed by law. No amendment, addition, alternation, change or repeal of these Articles shall be made unless it is first approved by the Board of Directors pursuant to a resolution adopted by the affirmative vote of a unanimous approval of the Directors, then in office and thereafter is approved.

ARTICLE XXII AMENDMENT OF BYLAWS OF THE CORPORATION

The Corporation, by resolution adopted by a unanimous vote of those entitled to vote attending an annual meeting or a special meeting called for such purpose, reserves the right to amend, alter, change or repeal any provision contained in the Bylaws in the manner now or hereafter prescribed by law. No amendment, addition, alternation, change or repeal of

these Bylaws shall be made unless it is first approved by the Board of Directors pursuant to a resolution adopted by the affirmative vote of a unanimous approval of the Directors, then in office and thereafter is approved.

ARTICLE XXIII FISCAL YEAR

Fiscal year of the corporation. Unless the board of directors shall select another date through a duly adopted resolution, the fiscal year of the corporation shall begin on the first day of January of each year and end on the 31st day of December.

ARTICLE XXIV SEVERABILITY

Whenever possible, each provision of these Articles will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Articles is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but these Articles will be reformed, constructed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XXV COUNTERPARTS

These Articles may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same Articles.

ARTICLE XXV TERMINATION

These Articles will terminate upon the earliest to occur of: (a) the completion of any voluntary or involuntary liquidation or dissolution of the Corporation and (b) the completion of a Disposition Event.

ARTICLE XXVI DESCRIPTIVE HEADINGS

The descriptive headings of this Articles are inserted for convenience only and do not constitute a part of this Articles.

ARTICLE XXVII CONSTRUCTION

The language used in These Articles will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

ARTICLE XXVIII CORPORATION EXISTENCE

The Corporation existence of the Corporation begins when the articles of incorporation bearing the approval stamp of the department are filed with the State Of Florida.

ARTICLE XXIX NON-STOCK CORPORATION

The Corporations is organized on a non-stock basis. The corporation has no authority to issue capital stock.

ARTICLE XXX FORCE MAJEURE

The occurrence of an event which materially interferes with the ability of a Party to perform its obligations or duties hereunder which is not within the reasonable control of the Party affected or any of its Affiliates, and which could not with the exercise of Diligent Efforts have been avoided ("Force Majeure Event"), including, but not limited to, war, rebellion,

earthquake, fire, accident, strike, riot, civil commotion, act of God, inability to obtain raw materials, delay or errors by shipping companies or change in Law, shall not excuse such Party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the Force Majeure Event. The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event and shall provide the other Party, from time to time, with its best estimate of the duration of such Force Majeure Event and with notice of the termination thereof. The Party so affected shall use Diligent Efforts to avoid or remove such causes of non-performance as soon as is reasonably practicable. Upon termination of the Force Majeure Event, the performance of any suspended obligation or duty shall without delay recommence. The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason of the occurrence of a Force Majeure Event, provided such Party complies in all material respects with its obligations.

ARTICLE XXXI GENERAL STATEMENT ABOUT WHAT WE DO

The Corporation, We or any other individual(s) associated with the preparation of various reports ("We") are not lawyers or a law firm and we do not provide legal, business or tax advice. None of our representatives are lawyers and they also do not provide legal, business or tax advice. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. Our sites and services are not substituting for the advices or services of an attorney. We recommend you consult a lawyer or other appropriate professional if you want legal, business or tax advice.

The Corporation and We are NOT here to quote laws of guilt or innocence which MAY or may NOT apply in various states. The Corporation and We have simply been retained to conduct an independent analysis of the above-mentioned contract(s) to identify if fraudulent or other related elements or activities occurred or existed whether written or verbal. The Corporation and We try to obtain a fair market value of the asset at the time of purchase and as of the most current date available.

The reports are not an all-inclusive summary of the various questionable activities or any question or matter involving doubt, uncertainty, or difficulty. The Corporation and We have only included those findings that could be of major concern. The Corporation and We want to save both the seller and Purchaser(s) unneeded time to reach a settlement. The Corporation and We feel anyone of the findings will result in the contract not being able to be enforced and thus the contract will be invalid, discredited and nullified, and to deprive the contract of legal force or efficacy. However, The Corporation and We are capable of furnishing a more involved report including all items if requested.

The Corporation and We strive to keep our content and documents accurate, current and up-to-date. However, because the law changes rapidly, we cannot guarantee that all of the information on the site and services is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. The law is a personal matter, and no general information or legal tool like the kind we provide can fit every circumstance. Furthermore, the legal information contained on the site and services is not legal advice and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area. Our sites and services are not intended to create any attorney-client relationship, and your use of our sites and services does not and will not in any circumstance create an attorney-client relationship between you and us. The Corporation and We are not a lawyer referral service and the sites and services and other resources and information are for personal use only.

ARTICLE XXXII GENERAL LIABILITY

A. IT IS AGREE THAT THE CORPORATION AND ANY OTHER ENTITY OR PERSON SO ASSOCIATED WITH THE CORPORATION WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE CORPORATION AND ANY OTHER ENTITY OR PERSON SO ASSOCIATED WITH THE CORPORATION HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM, RELATING TO OR CONNECTED WITH:

(1) THE USE OR INABILITY TO USE OUR SERVICE.

(2) THE COST OF REPLACEMENT OF ANY GOODS, SERVICES OR INFORMATION PURCHASED OR OBTAINED AS A RESULT OF ANY INFORMATION OBTAINED FROM OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICE.

(3) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT.

(4) STATEMENTS, CONDUCT OR OMISSIONS OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY ON OUR SERVICE.

(5) ACTIONS OR INACTIONS OF OTHER USERS OF OUR SITE OR OUR SERVICE OR ANY OTHER THIRD PARTIES FOR ANY REASON, OR

(6) ANY OTHER MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS

B. THE CORPORATION AND ANY OTHER ENTITY OR PERSON SO ASSOCIATED WITH THE CORPORATION WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS WHERE SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING NATURAL CATASTROPHES, GOVERNMENTAL ACTS OR OMISSIONS, LAWS OR REGULATIONS, TERRORISM, LABOR STRIKES OR DIFFICULTIES, COMMUNICATIONS SYSTEMS BREAKDOWNS, HARDWARE OR SOFTWARE FAILURES, TRANSPORTATION STOPPAGES OR SLOWDOWNS OR THE INABILITY TO PROCURE SUPPLIES OR MATERIALS.

C. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS EXCEED THE SUM OF ONE HUNDRED (\$100) DOLLARS.

D. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THE FOREGOING SECTIONS MAY NOT APPLY TO YOU.

ARTICLE XXXIII AMENDMENTS

Except as provided, any one or more of the provisions of these Articles of Incorporation may be amended in accordance with the requirements of the Florida Statutes and the Bylaws of the Corporation.

ARTICLE XXXIIIV INCONSISTENT PROVISIONS

In the event of any conflict between the provisions of this Articles of Incorporation and the Bylaws of the Corporation or any other document or instrument governing the affairs of the Corporation, the provisions of this Articles of Incorporation shall prevail.

ARTICLE XXXV

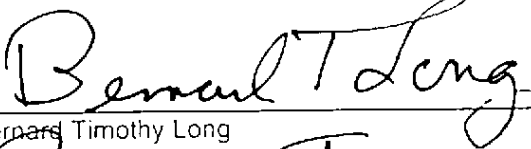
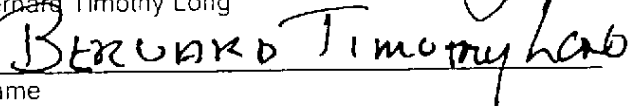
This Articles of Incorporation was adopted on June 21, 2021 by the Board of Directors of the Corporation. There are no members or members entitled to vote on the amendments. This Amendment and Restated Articles of Incorporation was adopted by the Board of Directors.

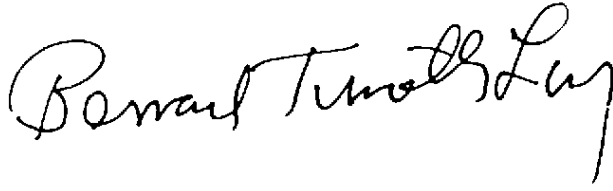
ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THESE ARTICLES WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

I THE UNDERSIGNED, for the purpose of forming a Corporation under the laws of the State of Florida, do make, file and record these Articles of Incorporation, hereby declaring and certifying that this is my act and deed and that the facts

herein stated are true and accordingly have hereunto set my hand and acknowledged and filed in the Office of the Department of State, Division of Corporations, State of Florida the foregoing Articles of Incorporation, under Chapter 617 of the laws of the State of Florida.

By:


Bernard Timothy Long

Name
(Printed Name)



JUNE 25, 2021
Date

DESIGNATION OF AND ACCEPTANCE BY REGISTERED AGENT

The following is submitted in compliance with the laws of the State of Florida, Chapter 617 of the Florida Statutes. TIRRD TIMBERWOLF INTERNATIONAL RELIEF AND RESCUE DEVELOPMENTS, INC. A Florida Non-Profit Corporation, organizing under the laws of the State of Florida has named:

Bernard Timothy Long

Physical Address: 895 Franklin Street, Altamonte Springs, Florida 32701

Telephone Number: 407-599-1700

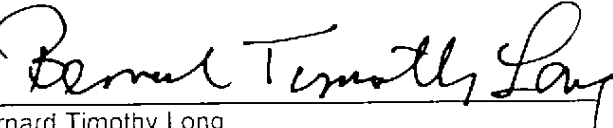
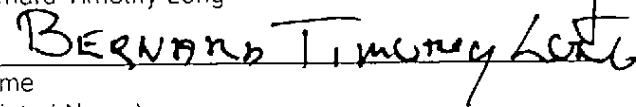
as its Agent to accept service of process within this State.

ACCEPTANCE:

I, Bernard Timothy Long, agree to act as the Registered Agent Of TIRRD TIMBERWOLF INTERNATIONAL RELIEF AND RESCUE DEVELOPMENTS, INC. A Florida Non-Profit Corporation

And

I agree to accept service of process, to keep the office open during prescribed hours, to post my name (and any other officers of said corporation authorized to accept service of process of the above designated address) in some conspicuous place in the office as required by law. I am, familiar with, and accept the obligations of the position of Registered Agent of TIRRD TIMBERWOLF INTERNATIONAL RELIEF AND RESCUE DEVELOPMENTS, INC. A Florida Non-Profit Corporation

By: 
Bernard Timothy Long

Name
(Printed Name)

JUNE 25, 2021
Date

ARTICLES OF INCORPORATION
OF
TIRRD TIMBERWOLF INTERNATIONAL RELIEF AND RESCUE
DEVELOPMENTS, INC.

Advocates of hopeless and even impossible cases
St. Rita Of Cascia

A Florida Non-Profit Corporation



Article of Incorporation of the undersigned, all whom are being of all legal age and citizens of the United States, and acting as incorporators and desiring to form a Non-Profit Corporation under the Non-Profit Corporation Law and in compliance with Chapter 617 of Florida State Law do hereby certify:

Development can be defined as bringing about social change that allows people to achieve their human potential.

ARTICLE I
NAME OF CORPORATION

The name of the Corporation shall be:

TIRRD TIMBERWOLF INTERNATIONAL RELIEF AND RESCUE DEVELOPMENTS, INC.

A Florida Non-Profit Corporation.

(hereinafter called the Corporation)

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS OF CORPORATION

2.1) The principal place of business of the Corporation is

895 Franklin Street
Altamonte Springs, Florida 32701

2.2) The principal mailing address of the Corporation is:

Post Office Box 520778
Longwood, Florida 32752-0778

2.3) The Corporation may, from time to time, in the manner provided by law, change the registered agent and the registered office within the State of Florida. The Corporation may also maintain an office or offices for the conduct of its business, either within or without the State of Florida

ARTICLE III PRINCIPAL OFFICE AND MAILING ADDRESS OF REGISTERED AGENT

3.1) The name of the initial registered agent and the street address of the initial registered office in the State of Florida where process may be served upon the corporation is Bernard T. Long and The Corporation's current address.

3.2) The principal place of business of the Registered Agent's is:

895 Franklin Street
Altamonte Springs, Florida 32701

3.3) The principal mailing address of the Statutory Registered Agent's office in the State of Florida is:

Post Office Box 520778
Longwood, Florida 32752-0778

3.4) The Corporation may, from time to time, in the manner provided by law, change the Statutory Resident Agent and the Resident Agent's address within the State of Florida.

ARTICLE IV PURPOSE AND APPLICATION

617.0301 Purposes and application.—This Corporation may be organized under Florida Statute 617.0301 act for any lawful purpose or purposes not for pecuniary profit and not specifically prohibited to corporations under other laws of this state. Such purposes include, without limitation, charitable, benevolent, eleemosynary, educational, historical, civic, patriotic, political, religious, social, fraternal, literary, cultural, athletic, scientific, agricultural, horticultural, animal husbandry, and professional, commercial, industrial, or trade association purposes. If special provisions are made, by law, for the organization of designated classes of corporations not for profit, such corporations shall be formed under such provisions and not under this act.

To provide a better habitat for economically disadvantage people with needed stock or supply of money, materials, staff, and other assets that can be drawn on by a person or organization in order to function effectively.

ARTICLE V POWERS

The powers of the Corporation shall be provided in the bylaws of the Corporation in accordance with Chapter 617, Florida Statutes with the following limitations within the meaning of §501(c)(3) of the Internal Revenue Code, as may amended:

Florida Statute 617.0302 Corporate powers.—Every corporation not for profit organized under this chapter, unless otherwise provided in its articles of incorporation or bylaws, shall have power to:

(1) Have succession by its corporate name for the period set forth in its articles of incorporation.

- (2) Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- (3) Adopt, use, and alter a common corporate seal. However, such seal must always contain the words "corporation not for profit."
- (4) Elect or appoint such officers and agents as its affairs shall require and allow them reasonable compensation.
- (5) Adopt, change, amend, and repeal bylaws, not inconsistent with law or its articles of incorporation, for the administration of the affairs of the corporation and the exercise of its corporate powers.
- (6) Increase, by a vote of its members cast as the bylaws may direct, the number of its directors so that the number shall not be less than three but may be any number in excess thereof.
- (7) Make contracts and guaranties, incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure its obligations by mortgage and pledge of all or any of its property, franchises, or income.
- (8) Conduct its affairs, carry on its operations, and have offices and exercise the powers granted by this act in any state, territory, district, or possession of the United States or any foreign country.
- (9) Purchase, take, receive, lease, take by gift, devise, or bequest, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated.
- (10) Acquire, enjoy, utilize, and dispose of patents, copyrights, and trademarks and any licenses and other rights or interests thereunder or therein.
- (11) Sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and as otherwise dispose of and otherwise use and deal in and with, shares and other interests in, or obligations of, other domestic or foreign corporations, whether for profit or not for profit, associations, partnerships, or individuals, or direct or indirect obligations to the United States, or of any other government, state, territory, governmental district, municipality, or of any instrumentality thereof.
- (12) 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 and other interests in, or obligations of, other domestic or foreign corporations, whether for profit or not for profit, associations, partnerships, or individuals, or direct or indirect obligations to the United States, or of any other government, state, territory, governmental district, municipality, or of any instrumentality thereof.
- (13) Lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds loaned or invested except as prohibited by s. 617.0833.
- (14) Make donations for the public welfare or for religious, charitable, scientific, educational, or other similar purposes.
- (15) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is organized.
- (16) Merge with other corporations or other eligible entities identified in s. 607.1101, both for profit and not for profit, domestic and foreign, if the surviving corporation or other surviving eligible entity is a corporation not for profit or other eligible entity that has been organized as a not-for-profit entity under a governing statute or other applicable law that permits such a merger.

q.) To exercise any, all and every power under which a nonprofit Corporation organized under the provisions of the Florida Not For-Profit Corporation Act, as from time to time may be amended, for religious, charitable or educational purposes, can be authorized to exercise.

ARTICLE VI RESTRICTIONS ON POWERS

FURTHER:

6.1) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to its members, directors, officers or other private interests. However, the Corporation shall be authorized and empowered to pay a reasonable flat salary for services rendered by its employees and to make payments and other distributions in furtherance of the purposes set forth in Article IV.

6.2) Only an insubstantial amount of the activities of the Corporation shall be in furtherance of a purpose not set forth in Article IV.

6.3) Only an insubstantial amount of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, within the meaning of §501(c)(3) of the Internal Revenue Code, as may be amended, unless the Corporation elects the provisions of § 501(h) of the Internal Revenue Code, as may be amended.

6.4) In no event shall the Corporation have the power to participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of, or in opposition to, any candidate for public office, all within the meaning of § 501(c)(3) of the Internal Revenue Code, as may be amended.

6.5) In the event the Corporation chooses to litigate, using its own staff attorneys on behalf of its members or other clients, and the Corporation shall comply with the guidelines provided within Revenue Procedure 92-59, 1992-2 C.B.

411-12, as may be amended, superseded or modified. The bylaws of the Corporation shall adopt these provisions accordingly.

6.6) In the event of dissolution, the residual assets of the Corporation will be turned over to one or more organizations which themselves are exempt of organizations described in Section 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organize and operated exclusively for such purposes.

6.7) In particular, but without limitation of the generality of the foregoing paragraph, during such time as the Corporation may be considered a private foundation as defined in Section 509(a) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws) it shall not:

(i) fail to distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws);

(ii) engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws);

(iii) retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws);

(iv) make any investment in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws); or

(v) make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws);

(vi) absolutely refrain from participating in the political campaigns of candidates for local, state, or federal office,

(vii) no further non-exempt purposes more than insubstantially,

(viii) not operate for the primary purpose of conducting a trade or business that is not related to it exempt purposes,

(ix) not engage in activities that are illegal or violate fundamental public policy.

6.8) Notwithstanding the restrictions imposed in this paragraph, if Section 508(e) of the Code and Section 43-1212 of the Statutes are amended to remove the requirement that any or all of the restrictions contained herein are to be included in the governing instrument of the Corporation, then such of the foregoing restrictions as are no longer required to be so included shall be deemed deleted and shall have no further force or effect

ARTICLE VII CORPORATE PROPERTY

The property of this Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolving or winding up of the Corporation, its assets remaining after payment, or provision for payment of all debts and liabilities of this shall be distributed to a nonprofit fund, foundation or Corporation which is organized and operated exclusively for charitable purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code

ARTICLE VIII LIMITATIONS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in the articles hereof. 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 (including the publishing or distribution of statements), any political campaigns on behalf of any candidate for public office. Notwithstanding any other provision of these articles, this Corporation shall not, except to an insubstantial degree, engage in any activities (a) by a Corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or (b) the corresponding provisions of any future United States Internal Revenue Laws.

ARTICLE IX DISSOLUTION

Upon the dissolution of this Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all its assets exclusively for the purposes of the Corporation in such a manner, to such organization organized and operated exclusively for charitable, educational, religious purposes under the meaning of Section 501 (c)(3) of the Internal Revenue Code, or corresponding Section of any future Federal Tax Code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Superior Court in the County where the principal office of the Corporation is then located, exclusively for such purposes or to such organizations as said Court shall determine which are organized and operated exclusively for such purposes.

ARTICLE X PRIVATE PROPERTY

The private property of the directors, members, officers, employees and agents of the Corporation shall be forever exempt from any and all debts of every kind and nature incurred by the Corporation, and as authorized by the laws of this State.

ARTICLE XI BOARD OF DIRECTORS

The Board of Directors shall consist of 3 (three) directors. The name and addressed of the persons who are to serve as the directors until the first annual meeting of the members, or until their successors are elected and qualify are:

Bernard T. Long	895 Franklin Street, Altamonte Springs, Florida 32701
Michael P. Long	895 Franklin Street, Altamonte Springs, Florida 32701
Renee Mandez	895 Franklin Street, Altamonte Springs, Florida 32701

ARTICLE XII INDEMNIFICATION

12.1) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative, arbitative of investigation, any appeal in such action, suit or proceeding and any inquiry or investigation which could lead to such an action, suit or proceeding by reason of the fact that such a person is or was a Director, officer, employee or agent of the Corporation, or any predecessor of the Corporation, or is or was serving at the request of the Corporation, or any predecessor of the Corporation as a Director, officer, employee, partner, venturer, proprietor, trustee, agent or similar functionary (Management Official) of another foreign or domestic Corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprises ("Other Entity"), against expenses (including court costs and attorneys' fees), Judgment, penalties, fines, excise taxes and amounts paid in connection with such action, suit or proceeding to the full extent of the law).

12.2) The Corporation shall not indemnify any person in any proceeding that is a result of an action by, or in the right of the Corporation. The Corporation will indemnify any person who 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 Corporation and; with respect to any criminal action or proceeding had no reasonable cause to believe his or her action was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere of its equivalent shall not, or itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, that the person did not act in good faith and in a manner which he or she reasonably believed to be in, not opposed to, the best interests of the Corporation or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

12.3) The Company shall indemnify the Indemnitee and his or her executors, administrators or assigns, for any Expenses (as defined below) that the Indemnitee is or becomes obligated to pay in connection with any Proceeding. As used in this Agreement the term "Proceeding" shall include any threatened, pending or completed claim, action, suit, investigation or proceeding, whether brought by or in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, in which the Indemnitee may be or may have been involved as a party, witness or otherwise, by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any actual or alleged error or misstatement or misleading statement made or suffered by the Indemnitee, by reason of any actual or alleged action taken by him or her or of any actual or alleged inaction on his or he or she was serving at the request of the her part while acting as such director or officer, or by reason of the fact he or she was serving at the request of the Company as a director, trustee, officer, employee or agent of another Corporation, partnership joint venture, trust or other enterprise; *provided, however*, that Indemnitee shall not be entitled to indemnification hereunder to the extent that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, in the case of a criminal proceeding, in addition had reasonable cause to believe that his or her conduct was not in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company. The term "other enterprise" shall include (without limitation) employee. The term "other enterprise" shall include (without limitation) employee benefit plans and administrative committees thereof, and the term "fines" shall include (without limitation) any excise tax assessed with respect to any employee benefit plan. Any Corporation, partnership limited liability company or other entity on behalf of which Indemnitee may be deemed to be acting in connection with his or her service to the Company shall be entitled to the benefits of the indemnity provided for by this Agreement to the same extent and under the same conditions upon which Indemnitee is entitled to such indemnity.

12.4) If a claim or request under this Agreement is not paid by the Company, or on its behalf, within 30 calendar days after a written claim or request has been received by the Company, then the Indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim or request and if successful in whole or in part, the Indemnitee shall be entitled to be paid also the Expenses of prosecuting such suit. The burden of proving that the Indemnitee is not entitled to indemnification for any reason shall be upon the Company.

12.5) Upon any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

12.6) The Company shall not be liable under this Agreement to pay any Expenses in connection with any claim made against the Indemnitee (a) to the extent that payment is actually made to the Indemnitee under a valid, enforceable and collectible insurance policy; (b) to the extent that the Indemnitee is indemnified and actually paid otherwise than pursuant to this Agreement; (c) in connection with a judicial action by or in the right of the Company, in respect of any claim, issue or matter as to which the Indemnitee shall have been adjudged to be liable to the Company unless and only to the extent that any court in which such action was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper; (d) if and to the extent that it is proved by final, non-appealable judgment in a court of law or other final adjudication to have been based upon or attributable to the Indemnitee's in fact having gained any personal profit or advantage to which he or she was not legally entitled; (e) for a disgorgement of profits made from the purchase and sale by the Indemnitee of securities pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, and amendments thereto or similar provisions of any state statutory law or common law; or (f) for any judgment, fine or penalty which the Company is prohibited by applicable law from providing indemnity hereunder.

12.7) Notwithstanding any other provision of this Agreement, to the extent that the Indemnitee has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against any and all Expenses incurred in connection therewith.

12.8) If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses to which the Indemnitee is entitled.

12.9) Expenses incurred by the Indemnitee in connection with any Proceeding, except the amount of any settlement, shall be paid by the Company in advance promptly upon request of the Indemnitee that the Company pay such

expenses. The Indemnitee hereby undertakes to repay to the Company the amount of any Expenses theretofore paid by the Company to the extent that it is ultimately and finally determined or that the Indemnitee is not entitled to indemnification.

12.10) The Indemnitee, as a condition precedent to his or her right to be indemnified under this Agreement, shall give to the Company notice in writing as soon as practicable of any claim made against him or her for which indemnity will or could be sought under this Agreement, but a failure to give such notice will affect the obligations of the Company hereunder only to the extent that the Company is actually and materially prejudiced thereby. Notice to the Company shall be given at its corporate headquarters and shall be directed to the corporate secretary (or such other addressee as the Company shall designate in writing to the Indemnitee); notice shall be deemed received if sent by prepaid mail properly addressed, the date of such notice being the date postmarked. In addition, the Indemnitee shall give the Company such information and cooperation as it may reasonably require in connection with such claim.

12.11) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument.

12.12) Nothing herein shall be deemed to diminish or otherwise restrict the Indemnitee's right to indemnification under any provision of the Certificate of Incorporation or bylaws of the Company and amendments thereto or under law.

12.13) This Agreement shall be governed by and construed in accordance with Florida law, without giving effect to the principles of conflict of laws thereof

12.14) Wherever there is conflict between any provision of this Agreement and any applicable present or future statute, law or regulation contrary to which the Company and the Indemnitee have no legal right to contract, the latter shall prevail, but in such event the affected provisions of this Agreement shall be curtailed and restricted only to the extent necessary to bring them within applicable legal requirements.

12.15) The provisions of this Agreement shall apply with respect to the Indemnitee's service as a director of the Company prior to the date of this Agreement and with respect to all periods of such service after the date of this Agreement, even though the Indemnitee may have ceased to be a director of the Company.

12.16) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors and permitted assigns.

12.17) The indemnification provided in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under these Articles, the Corporation's Bylaws, any issuance or other agreement, vote or members or disinterested Directors, or otherwise, both as to actions, in their official capacities and as to actions in other capacities, while holding such offices, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administration of such person, provided that no indemnification shall be made to or on behalf of an individual if a judgment or their final adjudication established that his/her acts or omissions (i) where in breach of his/her duty of loyalty to the Corporation or its members; (ii) where not in good faith or involved a knowing violation of law, or (iii) resulted in the receipt of an improper personal benefit, willful misconduct or a conscious disregard for the best interests of the Corporation, (iv) in a proceeding by or in the right of the Corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

12.18) A director, officer, employee, or agent of the Corporation who is or was a party to a proceeding may not apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or in another court of competent jurisdiction.

12.19) Upon resolution passed by the Board of Directors, the Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Corporation, or was serving at the request of the Corporation as a Managerial Official of an Other Entity, against any liability asserted against him/her or incurred by him/her in such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these Articles

12.20) The duties of the Corporation to indemnify and to advance expenses to a Director, officer, employee, or agent in this Article shall be in a nature of a contract between the Corporation and each such individual, and no amendment or repeal of any provision of this Article shall either, to the detriment of such individual, the right of such individual to the

advancement of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

12.21) No Director shall be liable to the Corporation or its members for monetary damages for an act or omission in the Director's capacity as a Director, except that this Article does not authorize the elimination or limitation of the liability of a Director to the extent the Director is found liable for: (i) a breach of the Director's duty of loyalty to the Corporation or its members; (ii) an act or omission not in good faith which constitutes a breach of duty of the Director to the Corporation or an act or omission which involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office; (iv) an act or omission for which the liability of a Director is expressly provided an applicable statute.

12.22) The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

12.23) No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

12.24) This Article constitutes a contract between the Corporation and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, or employee under this Article shall apply to such officer, director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repealed.

ARTICLE XIII ANNUAL MEETING

The annual meeting of the Board of Directors is to be held at a place either within or without this State as fixed by the Bylaws

ARTICLE XIV MEETINGS

14.1) After incorporation, the appropriate members of the Corporation shall hold an organizational meeting in accordance with Florida Statutes, as amended.

14.2) The board of directors of the Corporation may participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication which allows all directors participating to simultaneously hear one another. A director participating in such a meeting is deemed present at the meeting. In the alternative, the board of directors may take actions through signed e-mail communications provided all board members agree.

ARTICLE XV ELECTION OF CORPORATE DIRECTORS

The directors of the Corporation shall be elected in accordance with methods and qualifications specified in the bylaws of the Corporation. In no event, shall the number of directors be fewer than three

ARTICLE XVI DURATION

The existence of this Corporation shall be perpetual unless sooner terminated as provided for by law.

ARTICLE XVII NON-DISCRIMINATORY POLICY

This Corporation, including all of its assistance programs and sponsored activities admits participants of any race, color and national or ethnic origin, to all the rights, privileges, programs and activities generally accorded or made available to other participants in any of its educational or sponsored programs. It does not discriminate on the basis of race, color, national or ethnic origin in administration of its educational policies, admissions policies, assistance, shelter, aid,

backing, benefit, help, compensation, relief, services, support, assistance, comfort, care, charity, encouragement, ministry, athletic and other educational or similar sponsored programs and religious guidance.

ARTICLE XVIII TERM OF EXISTENCE

The date when corporate existence shall commence shall be the date of filing of these Articles of Incorporation in the office of the Secretary of State of the State Of Florida and the Corporation shall have perpetual existence thereafter.

ARTICLE XIX OFFICERS

The officers of the Corporation shall be a President, Secretary, and Treasurer and such other officers as may be provided by the Bylaws. Officers shall be elected Annually by the Board of Directors at its annual meeting. The names and address of the persons, who are to serve as officers of the Corporation until the first meeting of the Board Of Directors are:

President Bernard T. Long 895 Franklin Street, Altamonte Springs, Florida 32701

Treasurer Michael R. Long 895 Franklin Street, Altamonte Springs, Florida 32701

Secretary Frederick D. Smith 895 Franklin Street, Altamonte Springs, Florida 32701

ARTICLE XX MEMBERSHIP

The designation of the class of members, qualifications thereof, and all rights, privileges and powers vested and reserved to members shall be fixed by the Bylaws, except that the power to alter, amend or repeal the Bylaws or adopt Bylaws, subject to repeal or change by the action of the members, shall be vested and reserved to members. The right of members, or classes of members to vote, may be limited, enlarged or denied to the extent provided in the Bylaws and unless so limited, enlarged or denied each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote of the members. A member entitled to vote may vote in person, or unless otherwise prohibited by the Bylaws, vote by a proxy duly executed by the member or his or her duly authorized attorney-in-fact. Meetings of members shall be held at such place within or without the State in accordance with the Bylaws, or if such place is not provided, then all such meetings shall be held at the principal office of this Corporation. An annual meeting of the voting members shall be held at such time and place as fixed by the Bylaws. And at such meeting, the members shall elect directors to replace those directors whose terms expire on the date of such annual meeting, and conduct any other business that may lawfully come before the members for a vote. Such directors shall be elected by a simple majority of all members entitled to vote. Special meetings of the members may be called either by one-third of the Board of Directors, or by at least one-tenth (1/10) of the voting members.

ARTICLE XXI AMENDMENT OF ARTICLES OF THE CORPORATION

The Corporation by resolution adopted by a unanimous vote of those entitled to vote attending an annual meeting or a special meeting called for such purpose, reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter prescribed by law. No amendment, addition, alternation, change or repeal of these Articles shall be made unless it is first approved by the Board of Directors pursuant to a resolution adopted by the affirmative vote of a unanimous approval of the Directors, then in office and thereafter is approved.

ARTICLE XXII AMENDMENT OF BYLAWS OF THE CORPORATION

The Corporation, by resolution adopted by a unanimous vote of those entitled to vote attending an annual meeting or a special meeting called for such purpose, reserves the right to amend, alter, change or repeal any provision contained in the Bylaws in the manner now or hereafter prescribed by law. No amendment, addition, alternation, change or repeal of

these Bylaws shall be made unless it is first approved by the Board of Directors pursuant to a resolution adopted by the affirmative vote of a unanimous approval of the Directors, then in office and thereafter is approved

ARTICLE XXIII FISCAL YEAR

Fiscal year of the corporation. Unless the board of directors shall select another date through a duly adopted resolution, the fiscal year of the corporation shall begin on the first day of January of each year and end on the 31st day of December.

ARTICLE XXIV SEVERABILITY

Whenever possible, each provision of these Articles will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Articles is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but these Articles will be reformed, constructed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XXV COUNTERPARTS

These Articles may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same Articles.

ARTICLE XXV TERMINATION

These Articles will terminate upon the earliest to occur of: (a) the completion of any voluntary or involuntary liquidation or dissolution of the Corporation and (b) the completion of a Disposition Event.

ARTICLE XXVI DESCRIPTIVE HEADINGS

The descriptive headings of this Articles are inserted for convenience only and do not constitute a part of this Articles.

ARTICLE XXVII CONSTRUCTION

The language used in These Articles will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

ARTICLE XXVIII CORPORATION EXISTENCE

The Corporation existence of the Corporation begins when the articles of incorporation bearing the approval stamp of the department are filed with the State Of Florida.

ARTICLE XXIX NON-STOCK CORPORATION

The Corporations is organized on a non-stock basis. The corporation has no authority to issue capital stock.

ARTICLE XXX FORCE MAJEURE

The occurrence of an event which materially interferes with the ability of a Party to perform its obligations or duties hereunder which is not within the reasonable control of the Party affected or any of its Affiliates, and which could not with the exercise of Diligent Efforts have been avoided ("Force Majeure Event"), including, but not limited to, war, rebellion,

earthquake, fire, accident, strike, riot, civil commotion, act of God, inability to obtain raw materials, delay or errors by shipping companies or change in Law, shall not excuse such Party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the Force Majeure Event. The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event and shall provide the other Party, from time to time, with its best estimate of the duration of such Force Majeure Event and with notice of the termination thereof. The Party so affected shall use Diligent Efforts to avoid or remove such causes of non-performance as soon as is reasonably practicable. Upon termination of the Force Majeure Event, the performance of any suspended obligation or duty shall without delay recommence. The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason of the occurrence of a Force Majeure Event, provided such Party complies in all material respects with its obligations.

ARTICLE XXXI GENERAL STATEMENT ABOUT WHAT WE DO

The Corporation, We or any other individual(s) associated with the preparation of various reports ("We") are not lawyers or a law firm and we do not provide legal, business or tax advice. None of our representatives are lawyers and they also do not provide legal, business or tax advice. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. Our sites and services are not substituting for the advices or services of an attorney. We recommend you consult a lawyer or other appropriate professional if you want legal, business or tax advice.

The Corporation and We are NOT here to quote laws of guilt or innocence which MAY or may NOT apply in various states. The Corporation and We have simply been retained to conduct an independent analysis of the above-mentioned contract(s) to identify if fraudulent or other related elements or activities occurred or existed whether written or verbal. The Corporation and We try to obtain a fair market value of the asset at the time of purchase and as of the most current date available.

The reports are not an all-inclusive summary of the various questionable activities or any question or matter involving doubt, uncertainty, or difficulty. The Corporation and We have only included those findings that could be of major concern. The Corporation and We want to save both the seller and Purchaser(s) unneeded time to reach a settlement. The Corporation and We feel anyone of the findings will result in the contract not being able to be enforced and thus the contract will be invalid, discredited and nullified, and to deprive the contract of legal force or efficacy. However, The Corporation and We are capable of furnishing a more involved report including all items if requested.

The Corporation and We strive to keep our content and documents accurate, current and up-to date. However, because the law changes rapidly, we cannot guarantee that all of the information on the site and services is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. The law is a personal matter, and no general information or legal tool like the kind we provide can fit every circumstance. Furthermore, the legal information contained on the site and services is not legal advice and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area. Our sites and services are not intended to create any attorney-client relationship, and your use of our sites and services does not and will not in any circumstance create an attorney-client relationship between you and us. The Corporation and We are not a lawyer referral service and the sites and services and other resources and information are for personal use only.

ARTICLE XXXII GENERAL LIABILITY

A. IT IS AGREE THAT THE CORPORATION AND ANY OTHER ENTITY OR PERSON SO ASSOCIATED WITH THE CORPORATION WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE CORPORATION AND ANY OTHER ENTITY OR PERSON SO ASSOCIATED WITH THE CORPORATION HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM, RELATING TO OR CONNECTED WITH:

(1) THE USE OR INABILITY TO USE OUR SERVICE,

(2) THE COST OF REPLACEMENT OF ANY GOODS, SERVICES OR INFORMATION PURCHASED OR OBTAINED AS A RESULT OF ANY INFORMATION OBTAINED FROM OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICE.

(3) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT.

(4) STATEMENTS, CONDUCT OR OMISSIONS OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY ON OUR SERVICE.

(5) ACTIONS OR INACTIONS OF OTHER USERS OF OUR SITE OR OUR SERVICE OR ANY OTHER THIRD PARTIES FOR ANY REASON, OR

(6) ANY OTHER MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS.

B. THE CORPORATION AND ANY OTHER ENTITY OR PERSON SO ASSOCIATED WITH THE CORPORATION WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS WHERE SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING NATURAL CATASTROPHES, GOVERNMENTAL ACTS OR OMISSIONS, LAWS OR REGULATIONS, TERRORISM, LABOR STRIKES OR DIFFICULTIES, COMMUNICATIONS SYSTEMS BREAKDOWNS, HARDWARE OR SOFTWARE FAILURES, TRANSPORTATION STOPPAGES OR SLOWDOWNS OR THE INABILITY TO PROCURE SUPPLIES OR MATERIALS.

C. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS EXCEED THE SUM OF ONE HUNDRED (\$100) DOLLARS.

D. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THE FOREGOING SECTIONS MAY NOT APPLY TO YOU.

ARTICLE XXXIII AMENDMENTS

Except as provided, any one or more of the provisions of these Articles of Incorporation may be amended in accordance with the requirements of the Florida Statutes and the Bylaws of the Corporation

ARTICLE XXXIII V INCONSISTENT PROVISIONS

In the event of any conflict between the provisions of this Articles of Incorporation and the Bylaws of the Corporation or any other document or instrument governing the affairs of the Corporation, the provisions of this Articles of Incorporation shall prevail.

ARTICLE XXXV

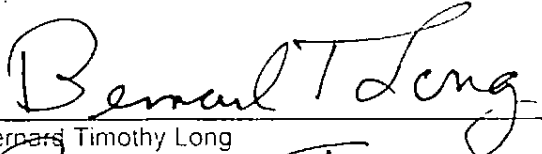
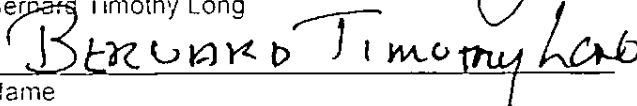
This Articles of Incorporation was adopted on June 21, 2021 by the Board of Directors of the Corporation. There are no members or members entitled to vote on the amendments. This Amendment and Restated Articles of Incorporation was adopted by the Board of Directors.

ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THESE ARTICLES WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

I THE UNDERSIGNED, for the purpose of forming a Corporation under the laws of the State of Florida, do make, file and record these Articles of Incorporation, hereby declaring and certifying that this is my act and deed and that the facts

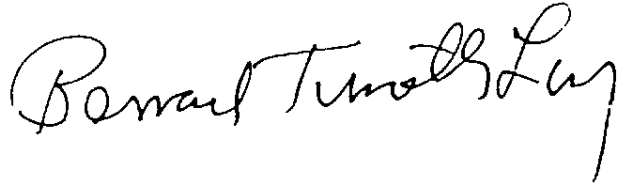
herein stated are true and accordingly have hereunto set my hand and acknowledged and filed in the Office of the Department of State, Division of Corporations, State of Florida the foregoing Articles of Incorporation, under Chapter 617 of the laws of the State of Florida.

By:


Bernard Timothy Long


Name
(Printed Name)

JUNE 25, 2021
Date



DESIGNATION OF AND ACCEPTANCE BY REGISTERED AGENT

The following is submitted in compliance with the laws of the State of Florida, Chapter 617 of the Florida Statutes. TIRRD TIMBERWOLF INTERNATIONAL RELIEF AND RESCUE DEVELOPMENTS, INC. A Florida Non-Profit Corporation, organizing under the laws of the State of Florida has named:

Bernard Timothy Long

Physical Address 895 Franklin Street, Altamonte Springs, Florida 32701

Telephone Number: 407-599-1700

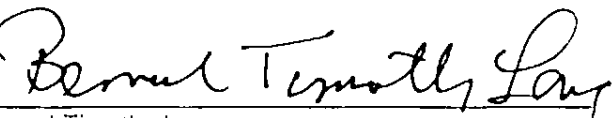
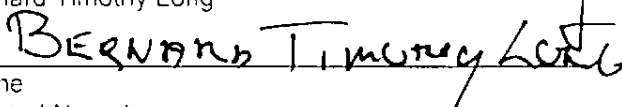
as its Agent to accept service of process within this State.

ACCEPTANCE:

I, Bernard Timothy Long, agree to act as the Registered Agent Of TIRRD TIMBERWOLF INTERNATIONAL RELIEF AND RESCUE DEVELOPMENTS, INC. A Florida Non-Profit Corporation

And

I agree to accept service of process, to keep the office open during prescribed hours, to post my name (and any other officers of said corporation authorized to accept service of process of the above designated address) in some conspicuous place in the office as required by law. I am, familiar with, and accept the obligations of the position of Registered Agent of TIRRD TIMBERWOLF INTERNATIONAL RELIEF AND RESCUE DEVELOPMENTS, INC. A Florida Non-Profit Corporation

By: 
Bernard Timothy Long


Name
(Printed Name)

JUNE 25, 2021
Date