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Florida Department of State
Division of Corporations
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FLORIDA PROFIT/NON PROFIT CORPORATION
LEEDY WEALTH MANAGEMENT, INC.

Certificate of Status	0
Certified Copy	0
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**ARTICLES OF INCORPORATION
OF
LEEDY WEALTH MANAGEMENT, INC.**

In compliance with the requirements of F.S. Chapter 607, the undersigned, being a natural person, hereby acts as an incorporator in adopting and filing the following articles of incorporation for the purpose of organizing a business corporation.

ARTICLE I: NAME

The name of the Corporation is Leedy Wealth Management, Inc. ("Corporation").

ARTICLE II: TERM OF EXISTENCE

The Corporation shall have perpetual existence starting on the date these articles of incorporation are filed by the Florida Department of State.

ARTICLE III: PRINCIPAL OFFICE

The street address of the principal office of the Corporation is 2025 Siesta Lane, Orlando, Florida 32804.

ARTICLE IV: AUTHORIZED SHARES

The maximum number of shares this Corporation is authorized to issue is 1,000 shares par value \$.10 per share, all of which shall be Common Shares. All Common Shares shall be identical with each other in every respect and the holders of Common Shares shall be entitled to one vote for each share on all matters on which shareholders have the right to vote.

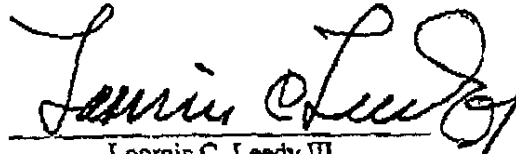
ARTICLE V: REGISTERED AGENT AND OFFICE

The initial street address of the Corporation's registered office is 2025 Siesta Lane, Orlando, Florida 32804. The initial registered agent for the Corporation at that address is Loomis C. Leedy III.

Having been named as registered agent and to accept service of process for the above named limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 607, F.S.

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Loomis C. Leedy III

ARTICLE VI: INCORPORATOR

The name and street address of the person signing these articles of incorporation is:

Name

Address

Loomis C. Leedy III

2025 Siesta Lane
Orlando, Florida 32804

ARTICLE VII: INITIAL BOARD OF DIRECTORS

The initial board of directors shall consist of one member. This number may be increased in accordance with the Corporation's bylaws, but shall never be less than one. The name and address of the person who will serve on the initial board of directors is:

Name

Address

Loomis C. Leedy III

2025 Siesta Lane
Orlando, Florida 32804

ARTICLE VIII: INDEMNIFICATION

The corporation shall indemnify its directors, officers, employees, and agents to the fullest extent permitted by law.

ARTICLE IX: RESTRAINT ON ALIENATION OF SHARES

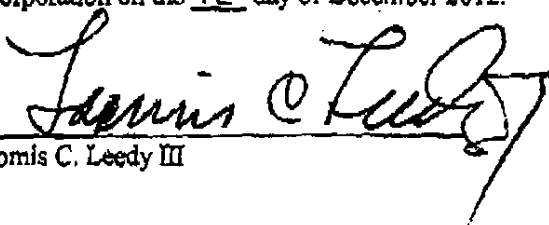
The shareholders of the corporation shall have the power to include in the bylaws, or by separate agreement adopted by a majority of the shareholders of the corporation, any regulatory or restrictive provisions regarding the proposed sale, transfer, or other disposition of any of the outstanding stock of the corporation by any of its shareholders, or in the event of the death of any of its shareholders. The manner and form, as well as the relevant terms, conditions, and details, of the disposition shall be determined by the shareholders of the corporation; provided, however, that such regulatory or restrictive provisions shall not affect the rights of third parties without actual notice of the provisions unless the existence of the provisions is plainly noted on the certificate evidencing the ownership of such stock. No shareholder of the corporation may sell or transfer stock in the corporation unless such sale or transfer has been approved at a shareholder meeting especially called for that purpose.

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ARTICLE X: AMENDMENT

The corporation reserves the right to amend or repeal any provisions in these articles of incorporation in the manner provided by law. Any right conferred on the shareholders is subject to this reservation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these articles of incorporation on the 12th day of December 2012.


Loomis C. Leedy III

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pay for all the Decedent's Shares, the balance shall be purchased as set forth in paragraph d below.

2.4 Balance Of Purchase Price. If the purchase is not funded by life insurance, or if there remains a balance of the purchase price after credit for any insurance proceeds, then payment shall be made at the closing by delivery of a promissory note of the purchaser for the full purchase price. The promissory note shall have a maturity date of one (1) year from the date of its making. The note shall bear interest at the Prime Rate from the date of closing and shall provide that the purchaser shall make equal monthly payments of principal and interest until the maturity date, unless sooner paid, at which time the full amount of unpaid principal and interest shall be immediately due. The purchaser shall have the privilege of prepaying all or any part thereof at any time, with interest to date of prepayment.

3. PURCHASE PRICE

The Shareholder(s) shall retain the services of a Certified Public Accountant within ninety (90) days from the end of each calendar year at which time, the valuation of the shares then owned shall be determined and incorporated into Schedule "B", which is attached hereto and made a part hereof. Such valuation shall become effective on the 1st day of April of each calendar year. If the Shareholders have not unanimously agreed on a value within a three (3) year period or if such valuation has not been made by a Certified Public Accountant within such three (3) year period, then the value of each share shall be determined and agreed on by the personal representative of a Decedent or a Transferor, as the case may be, and the purchaser(s). If they are unable to come to an agreement within ten (10) days after the option or obligation to purchase Shares arises, the value of each share shall be determined by arbitration as follows: the purchaser(s) and the personal representative of the Decedent or the Transferor, as the case may be, shall each name one (1) arbitrator. If the two (2) arbitrators cannot agree on the value of the shares, they shall appoint a third arbitrator, under the commercial arbitration rules of the American Arbitration Association, and the decision of a majority of the three (3) arbitrators shall be binding on all parties.

4. INSURANCE

Each Shareholder may apply for and own policies of insurance on the life of the other Shareholder(s). Any such policies purchased for this purpose, shall be set forth in Schedule "A", which shall be attached hereto and made a part hereof. The issuer of each policy is authorized and directed to give the insured Shareholder, on written request, any information with respect to the status of any policy insuring the Shareholder's life. The purchase of insurance by any shareholder to fund their obligations under this agreement is purely voluntary, and no shareholder shall be obligated to purchase any such life insurance or keep any such policies in effect after their purchase.