

P99000046734

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BARBER, EMERSON, SPRINGER, ZINN & MURRAY, L.C.

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*ADMITTED IN KANSAS AND MISSOURI

RICHARD A. BARBER
(1911-1998)

MARTIN B. DICKINSON, JR.
GLEE S. SMITH, JR.
OF COUNSEL

July 26, 2002

VIA - Federal Express

Office of the Florida Department of State
ATTN: Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

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*****87.75 *****87.75

Re: *Lake Partners, Inc.*
Merger of Lake Partners, Inc., a Missouri corporation, with Midwest Realty, Inc., a Florida corporation

Dear Sir or Madam:

I enclose original and one copy of Articles of Merger for the merger between *Lake Partners, Inc.*, a Missouri corporation, and Midwest Realty, Inc., a Florida corporation, in which Lake Partners, Inc. will be the surviving corporation. I shall appreciate your returning a certified copy of the Articles to me at your earliest convenience to the following:

Mr. Clayton C. Skaggs
Barber, Emerson, Springer, Zinn & Murray, L.C.
1211 Massachusetts Street
P.O. Box 667
Lawrence, Kansas 66044

I enclose a check in the amount of \$87.75 payable to the "Florida Department of State" appropriate filing fee for the \$70.00 filing of the Articles of Merger and the \$17.75 fee for a certified copy of the filed Articles. If you have any questions, please call me at (785) 843-6600. Thank you for your assistance in this matter.

Very truly yours,

Clayton C. Skaggs
Clayton C. Skaggs
of Barber, Emerson, Springer,
Zinn & Murray, L.C.

8/6/02
merger
spayce

Statute #5 OK
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CCS:dbk
Enclosure

FILED
02 JUL 29 PM 4:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

MIDWEST REALTY, INC., a Florida corp., P99000046734

INTO

LAKESIDE PARTNERS, INC., a Missouri entity not qualified in Florida

File date: July 29, 2002

Corporate Specialist: Susan Payne

FILED
02 JUL 29 PM 4:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

MERGING

Midwest Realty, Inc.,
a Florida corporation,

INTO

Lakeside Partners, Inc.
a Missouri corporation.

PURSUANT TO SECTION 607.1109 OF THE FLORIDA BUSINESS COORDINATION ACT

Lakeside Partners, Inc., a corporation duly organized and existing under the General and Business Corporation Law of the State of Missouri, Missouri Registration Number 00511356, with its principal place of business at R.R. 80, Box 566, Camdenton, Missouri, 65020, and Midwest Realty, Inc., a corporation duly organized and existing under the Business Coordination Act of the State of Florida, Florida Registration Number: P99000046734, FEI Number 58-2477151, with its principal place of business at 15 Isle of Venice, Fort Lauderdale, Florida 33301, do hereby certify:

2. That Lakeside Partners, Inc., a Missouri corporation, and Midwest Realty, Inc., a Florida corporation (together the "**Constituent Corporations**"), have entered into the Agreement of Merger and Plan of Reorganization (the "**Agreement**"), dated as of July 26, 2002, attached as Exhibit A, which sets forth the terms and conditions of a merger by and between the Constituent Corporations (the "**Merger**"), which meets the requirements of Section 607.1108, Florida Statute, and amendments thereto, and has been approved, adopted, certified and executed in accordance with Chapter 607, Florida Statutes, and amendments thereto.

3. That the Board of Directors of the Constituent Corporations met, and by resolution adopted by an unanimous vote of the members of such boards the attached Agreement. The Agreement thereafter was submitted to a vote at a meeting of the shareholders of each of the Constituent Corporation on July 26, 2002, and at such meeting the following votes were recorded:

Corporation	Number of Shares Outstanding	Number voting for plan	Number Voting against plan
Missouri Constituent Corporation	2	2	0
Florida Constituent Corporation	2	2	0

4. That the name of the surviving corporation of the Merger is Lakeside Partners, Inc., a Missouri corporation (the "**Surviving Corporation**"), effective as of the closing of the Merger, and its Articles of Incorporation and Bylaws shall be the articles of incorporation and bylaws of the Surviving Corporation as of the Effective Date.

5. That the attached Agreement was approved by the Surviving Corporation in accordance with the respective laws of the General and Business Corporation Law of the state of Missouri.

6. That the Surviving Corporation hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders of a Florida corporation that is a party to the merger. The Florida Secretary of State may mail a copy of any process against the Surviving Corporation that is served upon the Secretary to the following address: R.R. 80, Box 566, Camdenton, Camden County, Missouri 65020.

7. That the Surviving Corporation agrees to pay the dissenting shareholders of the Florida Constituent Corporation the amount, if any, to which they are entitled under section 607.1302, Florida Statutes.

8. That the Merger is permitted under the respective laws of all applicable jurisdiction.

9. That the executed Agreement is on file at the principle place of business of the Surviving Corporation, which is located at R.R. 80, Box 566, Camdenton, Camden County, Missouri, 65020.

10. That upon the request of any stockholder of a Constituent Corporation, a copy of the Agreement will be provided without cost to such stockholder by the Surviving Corporation.

11. That the Merger shall be effected by and be given effect upon the filing of these Articles of Merger in the office of the Department of State of Florida. Such date and time of filing is referred to in these Articles of Merger as the "**Effective Date**."

12. That the Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the representatives of the Constituent Corporations have caused these Articles of Merger to be executed in their corporate name on the 26th day of July, 2002.

CONSTITUENT CORPORATION:

**MIDWEST REALTY, INC.,
a Florida Corporation**

By: Robert H. Russell
Robert H. Russell, President

CONSTITUENT/SURVIVING CORPORATION:

**LAKESIDE PARTNERS, INC.,
a Missouri corporation**

By: Robert H. Russell
Robert H. Russell, President

Barber, Emerson, Springer, Zinn & Murray, L.C.
1211 Massachusetts Street
P.O. Box 667
Lawrence, Kansas 66044

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EXHIBIT A

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

THIS AGREEMENT OF MERGER AND PLAN OF REORGANIZATION (this "**Agreement**") is made and entered into as of July 26, 2002, by and among Lakeside Partners, Inc., a Missouri corporation (the "**Parent**" or the "**Surviving Corporation**") and Midwest Realty, Inc., a Florida corporation (the "**Company**").

RECITALS

A. The Board of Directors of the Parent and the Company have each determined that it is in the best interests of the Parent and the Company and their respective stockholders that the Parent acquire the Company through the merger of the Company with and into the Parent (the "**Merger**") and, in furtherance thereof, have approved the Merger.

B. The Board of Directors of each of the Parent and the Company have approved the Merger and this Agreement and the transactions contemplated hereby.

C. Pursuant to the Merger, among other things, and subject to the terms and conditions of this Agreement, all of the shares of capital stock of the Company which are issued and outstanding immediately prior to the date hereof shall be converted into the right to receive shares of Common Stock of Parent (the "**Parent Common Stock**").

D. The Company and Parent intend that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code, and in furtherance thereof intend that this Agreement shall be a "Plan of Reorganization" within the meaning of Sections 354(a) and 361(a) of the Internal Revenue Code (the "**Code**").

E. The Company and Parent desire to make certain representations, warranties and covenants in connection with the Merger.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties set forth in this Agreement, the parties agree as follows:

ARTICLE I THE MERGER

1.1. The Merger. At the Closing and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Florida Business Coordination Act ("**FBCA**") and the Missouri General and Business Corporation Law ("**MGBCL**"), the Company

shall be merged with and into the Parent, the separate corporate existence of the Company shall cease, and the Parent shall continue as the Surviving Corporation.

1.2 Effective Time. The closing of the Merger shall take place at the offices of Parent, at 4:00 p.m., on July 26, 2002, or at such time and place as the Company and the Parent mutually agree upon (the "**Closing**"). At the Closing, the parties hereto shall cause the Merger to be consummated by the filing of articles of merger in substantially the forms attached hereto as **Exhibits A and B** (the "**Articles of Merger**") with the Secretary of State of the State of Florida and the Secretary of State of the State of Missouri, in accordance with the relevant provisions of applicable law (the time of acceptance by the Secretary of State of the State of Florida and the Secretary of State of the State of Missouri of such filing, or such later time agreed to by the parties and set forth in the Articles of Merger, being referred to herein as the "**Effective Time**").

1.3 Effect of the Merger on Constituent Corporations. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the FBCA and the MGBCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation and Bylaws of Surviving Corporation. At the Effective Time, the Articles of Incorporation and the Bylaws of the Parent, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and the Bylaws of the Surviving Corporation from and after the Effective Time until thereafter amended as provided by such Articles of Incorporation, Bylaws and applicable law.

1.5 Directors and Officers of Surviving Corporation. The directors and officers listed on **Schedule I** hereto shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Maximum Number of Shares of Parent Capital Stock to be Issued; Effect on Outstanding Securities of the Company. The number of shares of the Parent Common Stock to be issued in exchange for the acquisition, by the Parent, of all shares of the Company common stock which are issued and outstanding immediately prior to the Effective Time shall be 2 shares. At the Effective Time, each share of the Company common stock that is issued and outstanding immediately prior to the Effective Time will be canceled and extinguished and each share of the Company common stock that is issued and outstanding immediately prior to the Effective Time shall be converted automatically into the right to receive one (1) share of Parent Common Stock.

1.7 Exchange Procedures; No Further Ownership Rights. At the Closing, the Surviving Corporation shall provide each holder of record a certificate or certificates which

immediately prior to the Closing represented outstanding shares of the Company common stock (the "**Certificates**") and which shares were converted into the right to receive shares of the Parent Common Stock pursuant to Section 1.6, upon surrender of a Certificate for cancellation to the Company in exchange therefor, a certificate representing the number of shares of Parent Common Stock, to which such holder is entitled pursuant to Section 1.6, and the Certificate so surrendered shall be canceled. The shares of the Parent Common Stock issued in exchange for, and upon the surrender of, shares of the Company common stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of the Company common stock and there shall be no further registration of transfers on the records of the Company of shares of the Company common stock which were outstanding immediately prior to the Closing.

1.8 Exemption from Registration; Exemption from Qualification. The shares of Parent Common Stock to be issued pursuant to Section 1.6 in connection with the Merger will be issued in a transaction exempt from registration under the Securities Act of 1933, as amended (the "**Act**"), by reason of Section 4(2) thereof. The shares of Parent Common Stock to be issued pursuant to Section 1.6 in connection with the Merger will be issued in a transaction exempt from qualification under the MGBCL.

1.9 Further Action. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company, the officers and directors of the Surviving Corporation are fully authorized to take, and will take, all such lawful and necessary action.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF PARENT

Except as disclosed in the Parent Disclosure Schedule, attached as **Exhibit C** to this Agreement, the Parent represents and warrants to the Company as follows:

2.1 Organization, Good Standing and Power. The Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri. The Parent has the corporate power to carry on its business as now being conducted and as proposed to be conducted and is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties. The Parent has delivered a true and correct copy of the Articles of Incorporation and Bylaws or other charter documents, as applicable, of the Parent as amended to date, to the Company. The Parent is not in violation of any of the provisions of its Articles of Incorporation or Bylaws.

2.3 Capital Structure. The authorized capital stock of Parent consists of One Thousand (1,000) shares of Common Stock, with no par value, of which Two (2) shares are

issued and outstanding of the date hereof. All outstanding shares of Parent Common Stock have been duly and validly authorized and issued, are fully paid and non-assessable, and were issued in accordance with the registration or qualification provisions of the Act and any relevant state securities laws, or pursuant to valid exemptions therefrom. Except as otherwise provided herein, there are no outstanding options, warrants, rights (including conversion or preemptive rights) or agreements for the purchase or acquisition from Parent of any shares of Parent's capital stock. Parent is not a party or subject to any agreement or understanding, nor is there any agreement or understanding between any persons and/or entities, which affects or relates to the voting or giving of written consents with respect to any security or by a director of Parent. The shares of Parent Common Stock to be issued pursuant to the Merger shall be duly authorized, validly issued, fully paid, and non-assessable.

2.4 Authority. Parent has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and by the stockholders of Parent as required by Parent's Article of Incorporation and the MGBCL. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation of any provision of law, any order of any court or other agency of government, the Articles of Incorporation of Parent, or the Bylaws of Parent, or any provision of any material indenture, agreement or other instrument to which Parent is bound, or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such material indenture, agreement or other instrument or result in the creation of any lien, charge or encumbrance upon any assets of Parent.

2.5 Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or, to the knowledge of Parent, threatened against Parent or any of its properties or any of its officers or directors (in their capacities as such). There is no judgment, decree or order against Parent, or, to the knowledge of Parent, any of its directors or officers (in their capacities as such), that could prevent, enjoin, or materially alter any of the transactions contemplated by this Agreement, or that could reasonably be expected to have a material adverse effect on Parent. There is no action, suit, proceeding or investigation by Parent currently pending or that Parent intends to initiate.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the Company Disclosure Schedule, attached as **Exhibit D** to this Agreement, the Company represents and warrants to the Parent as follows:

3.1 Organization, Good Standing and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The Company has the corporate power to carry on its business as now being conducted and as

proposed to be conducted and is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties. The Company has delivered a true and correct copy of the Articles of Incorporation or other charter documents, as applicable, of the Company as amended to date, to the Parent. The Company is not in violation of any of the provisions of its Articles of Incorporation or Bylaws. The Company does not own and never has owned directly or indirectly any equity or similar interest in, or any interest convertible or exchangeable or exercisable for, any equity or similar interest in, any corporation, subsidiary, partnership, joint venture or other business association or entity.

3.2 Capital Structure. The authorized capital stock of the Company consists of One Thousand (1,000) shares of common stock, at \$1.00 par value, of which Two (2) shares are issued and outstanding as of the date hereof. All outstanding shares of the Company common stock have been duly and validly authorized and issued, fully paid and non-assessable, and were issued in accordance with the registration or qualification provisions of the Act and any relevant state securities laws, or pursuant to valid exemptions therefrom. There are no outstanding options, warrants, rights (including conversion or preemptive rights) or agreements for the purchase or acquisition from the Company of any shares of the Company's capital stock. The Company is not a party or subject to any agreement or understanding, nor is there any agreement or understanding between any persons and/or entities, which affects or relates to the voting or giving of written consents with respect to any security or by a director of the Company.

3.3 Authority. The Company has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company and by the stockholders of the Company as required by the Company's Articles of Incorporation and the FBCA. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation of any provision of law, any order of any court or other agency of government, the Articles of Incorporation of the Company, or the Bylaws of the Company, or any provision of any material indenture, agreement or other instrument to which the Company is bound, or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such material indenture, agreement or other instrument or result in the creation of any lien, charge or encumbrance upon any assets of the Company.

3.4 Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or, to the knowledge of the Company, threatened against the Company or any of its properties or any of its officers or directors (in their capacities as such). There is no judgment, decree or order against the Company, or, to the knowledge of the Company, any of its directors or officers (in their capacities as such), that could prevent, enjoin, or materially alter or delay any of the transactions contemplated by this Agreement, or that could reasonably be expected to have a material adverse

effect on the Company. There is no action, suit, proceeding or investigation by the Company currently pending or that the Company intends to initiate.

ARTICLE IV ADDITIONAL AGREEMENTS

4.1 Plan of Reorganization. This Agreement is intended to constitute a "plan of reorganization" within the meaning of Section 1.368-2(g) of the income tax regulations promulgated under the Code. Each party hereto represents and warrants that, prior to the date of this Agreement, it has not taken any action, caused any action to be taken, failed to take any action or caused any action to fail to be taken which action or failure to act could prevent the Merger from qualifying as a reorganization under the provisions of Section 368(a) of the Code. From and after the date of this Agreement and until the Effective Time, each party hereto shall use its reasonable best efforts to cause the Merger to qualify, and will not knowingly take any action, cause any action to be taken, fail to take any action or cause any action to fail to be taken which action or failure to act could prevent the Merger from qualifying as a reorganization under the provisions of Section 368(a) of the Code. Following the Effective Time, neither the Surviving Corporation nor any of its affiliates shall knowingly take any action, cause any action to be taken, fail to take any action or cause any action to fail to be taken, which action or failure to act could cause the Merger to fail to qualify as a reorganization under Section 368(a) of the Code.

4.2 Indemnification. Except as disclosed in the Company Disclosure Schedule, attached as **Exhibit D** to this Agreement, the Company does not have any other outstanding liabilities. The Company's stockholders agree to personally indemnify and hold harmless the Parent and its successors, assigns, directors, stockholders, and agents from any claims, liabilities, damages, or other amounts, including, without limitation, reasonable attorneys' fees and costs, that it is required to pay as a result of a misrepresentation, breach of warranty, or breach of any other provision of this Agreement. The obligations of the Company's stockholders under this provision for indemnification shall survive the Closing.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) constitute the entire Agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

5.2 Survival of Representations and Warranties. The representations and warranties of Parent and the Company contained in this Agreement shall terminate at the Effective Time.

5.3 Expenses. Each party shall bear their own legal and other expenses with respect to this Agreement and the transactions contemplated herein.

5.4 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by rule of law or otherwise afforded, will be cumulative and not alternative.

5.5 No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by any party without the prior written consent of the other party and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

5.6 Headings. The headings and table of contents used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

5.7 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any rule of law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5.9 Construction. The parties hereto agree that this Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were represented by counsel, and each of whom had an opportunity to participate in and did participate in, the drafting of each provision hereof. Accordingly, ambiguities in this Agreement, if any, shall not be construed strictly or in favor of or against any party hereto but rather shall be given a fair and reasonable construction without regard to the rule of *contra proferentum*.

5.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the duly authorized representatives of the Parent and the Company have caused this Agreement to be signed by their duly authorized representatives, all as of the date first written above.

PARENT:

LAKESIDE PARTNERS, INC.
a Missouri corporation

By: Robert H. Russell
Robert H. Russell, President

COMPANY:

MIDWEST REALTY, INC.
a Florida corporation

By: Robert H. Russell
Robert H. Russell, President

EXHIBIT A

FORM OF ARTICLES OF MERGER (FLORIDA)

EXHIBIT B

FORM OF ARTICLES OF MERGER (MISSOURI)

EXHIBIT C

PARENT DISCLOSURE SCHEDULE

TO THE AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Parent Disclosure Schedule is made and given pursuant to the Agreement of Merger and Plan of Reorganization, dated as of July 26, 2002 (the "**Agreement**"), by and among Lakeside Partners, Inc., a Missouri corporation (the "**Parent**"), and Midwest Realty, Inc., a Florida corporation (the "**Company**"). No reference to or disclosure of any item or other matter in this Parent Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Parent Disclosure Schedule. The section numbers referenced herein refer to the corresponding sections of the Agreement and are provided for convenience only. Matters described in this Parent Disclosure Schedule with respect to one section of the Agreement and which would be applicable to more than one section of the Agreement shall be deemed to be disclosed for all such other sections of the Agreement. Capitalized terms used herein but not defined herein shall have the meanings given to them in the Agreement.

Section 2.1 Organization, Good Standing and Power.

None.

Section 2.2 Capital Structure.

None.

Section 2.3 Authority.

None.

Section 2.4 Litigation.

None.

EXHIBIT D

THE COMPANY DISCLOSURE SCHEDULE

TO THE AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Company Disclosure Schedule is made and given pursuant to the Agreement of Merger and Plan of Reorganization, dated as of July 26, 2002 (the "**Agreement**"), by and among Lakeside Partners, Inc., a Missouri corporation (the "**Parent**"), and Midwest Realty, Inc., a Florida corporation (the "**Company**"). No reference to or disclosure of any item or other matter in the Company Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Company Disclosure Schedule. The section numbers referenced herein refer to the corresponding sections of the Agreement and are provided for convenience only. Matters described in this Company Disclosure Schedule with respect to one section of the Agreement and which would be applicable to more than one section of the Agreement shall be deemed to be disclosed for all such other sections of the Agreement. Capitalized terms used herein but not defined herein shall have the meanings given to them in the Agreement.

Section 2.1 Organization, Good Standing and Power.

None.

Section 2.2 Capital Structure.

None.

Section 2.3 Authority.

None.

Section 2.4 Litigation.

None.

Section 4.2 List of Outstanding Liabilities.

None.

Schedule I

Officers and Directors of Surviving Corporation

Officers

Robert H. Russell, President and Chief Executive Officer,
Robert H. Russell, Secretary/Treasurer

Director

Robert H. Russell