

R Camper
215 Ash Lane
Lakeland, FL 33813

P990000082841
CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1. (Corporation Name) (Document #)
- 2. (Corporation Name) (Document #)
- 3. (Corporation Name) (Document #)
- 4. (Corporation Name) (Document #)

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-09/13/99--01120--004
*****78.75 *****78.75

- ☐ Walk in ☐ Pick up time ☐ Certified Copy
- ☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

Renée Camper GAVE
AUTHORIZATION BY PHONE TO
CORRECT R.A. designation and
DATE add R.A. and corp. address
DOC. EXAM 9/20/99

SAVING STATE
TALLAHASSEE FLORIDA

99 SEP 13 PM 3:19

FILED

W-21535

Examiner's Initials

FILED
99 SEP 13 PM 3:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
APPLETREE PRESCHOOL, INC.

STATE OF FLORIDA

COUNTY OF POLK

BE IT KNOWN, that on this 9th day of September 1999, personally came and appeared before me, the undersigned duly qualified Notary Public, the subscriber hereto, of the full age of majority, who declared to me, in the presence of the undersigned competent witnesses, that, for purposes of forming a corporation for profit in accordance with the Florida Business Corporation Law, he does hereby adopt the following Articles of Incorporation:

ARTICLE I.

The name of this corporation is APPLETREE PRESCHOOL, INC.

ARTICLE II.

The objects and purposes for which this corporation is organized and the nature of the business to be carried on by it are stated and declared to be as follows:

To enter into any business or activity lawful under the laws of the State of Florida, either for its own account, or for the account of others as agent, and either as agent or principal to enter upon or engage in any kind of business or activity of any nature whatsoever in which corporations organized under the Florida Business Corporation Law may engage; and to the extent not prohibited thereby to enter upon and engage in any kind of business or activity of any nature whatsoever, in any state of the United States of America, any foreign nation, and any territory of any country to the extent permitted by the laws of such state, nation or territory; and to have and exercise all the express, implied and incidental powers conferred by the laws of the State of Florida or by any other applicable governmental body or agency.

ARTICLE III.

This corporation has authority to issue an aggregate of 100 shares of capital stock, all of which are designated common stock having no par value per share.

ARTICLE IV.

Shareholders shall have preemptive rights.

ARTICLE V.

Whenever the affirmative vote of shareholders is required to authorize or constitute corporate action, the consent in writing to such action signed only by shareholders holding that proportion of the total voting power on the question which is required by law or by these Articles of Incorporation shall be sufficient for that purpose, without necessity for a meeting of shareholders.

ARTICLE VI.

The number of members of the Board of Directors shall be such number as may be designated in the by-laws, and if not so designated, as may from time to time be elected by the shareholders. Any director absent from a meeting of the Board of Directors or any committee thereof may be represented by any other director as proxy, who may cast the vote of the absent director according to the written instructions, general or special, of the absent director.

ARTICLE VII.

Cash, property or share dividends, shares issuable to shareholders in connection with a reclassification of stock, or the redemption price of redeemed shares, which are not claimed by the shareholders entitled thereto within one year after the dividend or redemption price became payable or the shares became issuable, despite reasonable efforts by this corporation to pay the dividend or redemption price or deliver the certificates for the shares to such shareholders within such time, shall, at the expiration of such time, revert in full ownership to this corporation, and this corporation's obligation to pay such dividend or redemption price or issue such shares, as the case may be, shall thereupon cease; provided that the Board of Directors may, at any time, for any reason satisfactory to it, but need not, authorize (1) payment of the amount of any cash or property dividend or redemption price or (2) issuance of any shares, ownership of which has reverted to this corporation pursuant to this Article, or the entity who or which would be entitled thereto had such reversion not occurred.

ARTICLE VIII.

A. Except as to transfer on death or gift of the stock of a stockholder to his spouse or linear descendants, no stock in this corporation shall be transferred unless the stock shall have been first offered for sale to this corporation and, if this corporation shall fail or refuse to accept the offer, to each of the other stockholders of this corporation. The offeree shall have an option to purchase the stock to be transferred at the following price: at the same price and on the same terms and conditions as the offeror shall have been offered by a third person at arm's length, acting in good faith. The offer shall be in writing and shall set forth the price and terms on which the stock is offered. It shall be sent by certified mail to the President and Secretary of this corporation and to each stockholder at the address listed on this corporation's books. The right to transfer stock shall not exist until this corporation and all existing stockholders either refuse in writing the offer so made or waive the requirement of an offer in writing, or until they fail for a period of thirty (30) days after receipt of the written offer to accept it by compliance with the terms therein set forth. Regulations as to the formalities and procedures to be followed in effecting the transfer may be prescribed in the by-laws of this corporation.

B. Should this corporation be unable or unwilling for any reason to exercise its option as granted above, the option may be exercised by such stockholders as desire to exercise it, in the proportions in which these stockholders hold stock in this corporation.

C. After the expiration of the option period, no transfer at a price less than has been offered to this corporation and the other stockholders, or on terms or conditions varying for those stated in the letter notifying this corporation and the stockholders of a proposal to transfer shall be valid, until the rights shall have been offered to this corporation and the stockholders to purchase the stock proposed to be transferred at the precise price and on the precise terms and conditions which were offered to or by the stockholders who proposes to transfer his stock.

D. The stockholders in this corporation may make arrangements, either in by-laws or by written shareholder agreement, between themselves relative to the purchase, among themselves, of the stock of this corporation in the event of the death, insanity, retirement or disability of any stockholder, and in the event of a transfer of his stock by donation to the stockholder's spouse and linear descendants, or for any other reason. A copy of any such agreement shall be filed with the Secretary of this corporation, and the provisions of any such agreement shall be binding upon the persons who are parties to it and their respective heirs, administrators, legatees, executors, successors, and assigns.

E. Except as to transfer on death or gift of the stock of a stockholder to his spouse or linear descendants (which shall be controlled if at all by the by-laws or by a shareholder agreement), no sale, conveyance, transfer, seizure, donation, sale under legal process of attachment, or by virtue of any pledge, hypothecation or other encumbrances, and no other disposal of stock of any nature whatsoever shall have any effect as related to this corporation or its stockholders, nor shall it be valid in any fashion until the procedure herein has been pursued and the option periods provided above shall have expired.

F. The provisions of this Article may also be altered and superseded by written shareholder agreement unanimously agreed upon and entered into by this corporation and all shareholders.

ARTICLE IX

Directors and officers of this corporation shall not be personally liable to this corporation or its shareholders for monetary damages for breach of fiduciary duty as a director or officer for any act or omission, except for liability (i) for any breach of the director's or officer's duty of loyalty to this corporation or its shareholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (iii) for liability under Section 92(D) of the Florida Business Corporation Law; or (iv) for any transaction from which the director or officer derives an improper personal benefit.

If the Florida Business Corporation Law is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of this corporation shall be eliminated or limited to the fullest extent permitted by the Florida Business Corporation Law, as so amended, or by any other successor provision or provisions.

Any repeal or modification of this Article by the shareholders of this corporation shall not adversely affect any right or protection of a director or officer of this corporation under this Article with respect to any act or omission occurring prior to the time of such repeal or modification.

ARTICLE X

The name and post office address of the incorporator is:

Renee Camper
215 Ash Lane
Lakeland, FL 33813

The corporate and registered agent address
is: 4506 S. Florida Ave.
Lakeland, FL 33813

THUS DONE AND SIGNED in my office in Lakeland, Florida on the day, month and year set forth above, in the presence of the undersigned competent witnesses and me, Notary, after reading of the whole.

WITNESSES:

Quetta S. Coffman

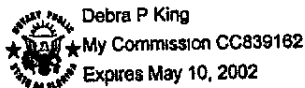
Debra P. King

INCORPORATOR:

Renee Camper

BEFORE ME:

Debra P. King
NOTARY PUBLIC



Article XI
The registered agent of the corporation is
Renee Camper.

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT

FILED
99 SEP 13 PM 3:19
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

To the State Division of Corporations
State of Florida

STATE OF FLORIDA

COUNTY OF POLK

On this 9th day of September, 1999, before me, a Notary Public in
and for the State and County aforesaid personally came and appeared Renee Camper., who is to
me known to be the person, and who, being duly sworn, acknowledged to me that she does
hereby accept appointment as the Registered Agent and agrees to act in this capacity for
APPLETREE PRESCHOOL, INC., which is a Corporation authorized to transact business in the
State of Florida. She further agrees to comply with the provisions of all statutes relative to the
proper and complete performance of her duties and is familiar with and accept the obligation of
her position as registered agent.

Renee Camper
Renee Camper, Registered Agent

Subscribed and sworn to before me
on the day, month and year
first above set forth

Debra P King
My Commission CC839162
Expires May 10, 2002

Debra P. King
NOTARY PUBLIC