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August 11, 1999

Corporate Records Bureau
Division of Corporations
Department of State
Post Office Box 6327
Tallahassee, FL 32314

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-08/13/99-01025-002
****140.00 ****140.00

RE: FIRST SOURCE TITLE OF FLORIDA, LTD.

Dear Sirs:

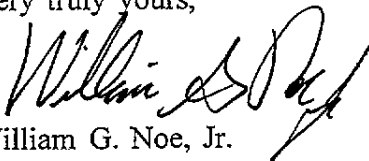
W99-19116

I am enclosing herewith an original and one copy of the Limited Partnership Agreement of FIRST SOURCE TITLE OF FLORIDA, LTD. I am also enclosing herewith my check in the amount of \$140.00 for the following fees:

Filing fee	\$52.50
Certified Copy	52.50
Registered Agent	<u>35.00</u>
TOTAL	\$140.00

Please return a certified copy to the undersigned. Thank you for your cooperation in this matter.

Very truly yours,



William G. Noe, Jr.
WGN/sb

Enclosures

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TALLAHASSEE FLORIDA

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LIMITED PARTNERSHIP AGREEMENT

FOR

FIRST SOURCE TITLE OF FLORIDA, LTD.

LIMITED PARTNERSHIP AGREEMENT

FOR

FIRST SOURCE TITLE OF FLORIDA, LTD.

Agreement of Limited Partnership made this 28th day of JULY, 1999 ,

among HARTLE REALTY CORP., A FLORIDA CORPORATION herein referred to as the General Partner,

and MORADA MANAGEMENT, INC., A FLORIDA CORPORATION hereinafter referred to as the Limited Partner;

RECITAL

The parties hereto desire to form a Limited Partnership for the purpose of operating a real estate title insurance agency and conduct related services.

ARTICLE I

FORMATION

ORGANIZATION

1.1 The parties hereto hereby form a Limited Partnership under the laws of the State of Florida, herein called the Partnership.

1.2 The parties hereby shall immediately execute a Certificate of Limited Partnership, and cause such a certificate to be filed in the appropriate office and, thereafter, execute and cause to be filed and otherwise published, such original or amended certificates evidencing the formation and operation of this Limited Partnership whenever the same may be required under the laws of the State of Florida. The General Partner is hereby authorized and empowered by the Limited Partner to prepare, file, and publish either the original or any amended or modified Certificates of Limited Partnership as may be necessary or desirable

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and the Limited Partnership specifically designates and appoints the General Partner, for and on its behalf as its attorneys for the exclusive purpose of signing and attesting to such original or amended Certificates of Limited Partnership. The creation of the foregoing power of attorney is coupled with an interest and shall be irrevocable.

Purpose of Partnership

1.3 The purpose of the Partnership shall be as follows:

To operate a Real Estate Title Insurance Agency and conduct related services.

ARTICLE II

NAME AND PLACE OF BUSINESS

Name of Limited Partnership

2.1 The name of the Limited Partnership shall be FIRST SOURCE TITLE OF FLORIDA LTD.

The business of the Partnership shall be conducted under such name.

Location of Principal Place of Business

2.2 The principal place of business shall be located at 2201 ROGERO ROAD JACKSONVILLE, FLORIDA 32211.

Name and Address of Places and Residence of Partners

2.3 (1) The name and address of the General Partner of this Partnership is set forth in Exhibit A attached hereto and by this reference made part hereof. There are no other General Partners of this Partnership and no other person or entity has any right to take part in the active management of the business affairs of the Partnership.

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(2) The name and address or places of residence of the Limited Partner of this Partnership is set forth in Exhibit B attached hereto and by this reference made part hereof. There are no other Limited Partners to the Partnership other than as listed in the attached Exhibit B.

ARTICLE III

TERM OF PARTNERSHIP

3.1 The Partnership shall commence on the date that a Certificate of Limited Partnership is duly filed as required by law, and shall continue in existence until July 31 2004, unless sooner terminated, liquidated, or dissolved by law or as hereinafter provided.

ARTICLE IV

CONTRIBUTIONS OF CAPITAL

Initial Capitalization

4.1 The initial capitalization of the Partnership shall be in the sum of \$5000.00 payable as follows:

- (1) The General Partner shall contribute in the aggregate the sum of \$2,500.00.
- (2) The Limited Partner shall contribute in the aggregate the sum of \$2,500.00.

Future Contributions

4.2 The Limited Partner shall not be required to make any additional capital contributions and in no event shall the Limited Partner be personally liable for any losses, obligations, or debts of the Partnership in excess of its respective initial capital contribution.

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ARTICLE V

DIVISION OF PROFITS, LOSSES, AND CASH FLOW

Definition of Net Profits and Net Losses

- 5.1 The term "net profits and net losses" shall mean the net profits and net losses of the Partnership as reflected on the Partnership federal income tax return.

Division of Net Profits and Net Losses

- 5.2 All net profits and net losses of the Partnership shall be allocated as follows:

51% to General Partner

49% to Limited Partner

ARTICLE VI

FISCAL MATTERS

Partnership Accounting Year

- 6.1 The Partnership's books and records and all required income tax returns shall be kept or made on the calendar year basis. The General Partner shall determine whether the cash or accrual method of accounting is to be used in keeping the Partnership records.

Books and Records

- 6.2 The General Partner shall keep at the principal place of business and make available to the Limited Partner during normal business hours, upon prior reasonable notice just and true books of account and all other Partnership records. The copying by the Limited Partner of any part or all of such records, at the personal expense of that Partner, is specifically authorized. Within sixty (60) days after the close of each calendar year of the Partnership, the General Partner shall furnish to the Limited Partner a year-ending financial report on the business operations of the Partnership for the preceding year. In addition, within sixty (60)

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days after the close of each calendar year of the Partnership, the General Partner shall furnish to the Limited Partner any additional information needed or necessary to complete its federal income tax return, including statements of the net distributable income or loss to each Partner from the operation of the Partnership. The cost of all of the above duties and services to be performed by the General Partner shall be deemed an expense of the Partnership.

Partnership Bank Accounts

- 6.3 The General Partner shall receive all moneys of the Partnership and shall deposit the same in one or more Partnership bank accounts. All expenditures by the General Partner on Partnership interest shall be made by checks drawn against the Partnership bank account. Withdrawal from the Partnership bank accounts shall be made on such signature or signatures as the General Partner shall authorize.

ARTICLE VII

MANAGEMENT OF PARTNERSHIP AFFAIRS

Control and Management

- 7.1 The General Partner shall have sole and exclusive control of the Limited Partnership. Subject to any limitations expressly set forth in this Agreement, the General Partner shall have the power and authority to take such action from time to time as it deems to be necessary, appropriate, or convenient in connection with the management and conduct of the business and affairs of the Limited Partnership.

Responsibility of General Partner

- 7.2 The General Partner shall exercise ordinary business judgment in managing the affairs of the Partnership. Always, unless fraud or theft shall be involved, the General Partner shall not be liable or obligated to the Limited Partner for any mistake of fact or judgment made by the General Partner in operating the business of the Partnership, which results in any loss to the Partnership or its Partners. The General Partner does not, in any way, guarantee the

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return of the Limited Partner's capital or a profit from the operations of the Partnership. Neither shall the General Partner be responsible to the Limited Partner because of a loss of its investment or a loss in operations, unless it shall have been occasioned by fraud or theft by the General Partner. The General Partner shall only devote such attention and business capacity to the affairs of the Partnership as may be reasonably necessary. The Limited Partner waives any right, claim or cause of action against the General Partner except as provided herein, and in consideration therefore is granted the right to early termination of this Partnership, as hereinafter provided.

Removal of General Partnership

- 7.3 The General Partner may not be removed without its consent.

Compensation of General Partners

- 7.4 The General Partner will receive no compensation for acting as General Partner, but shall be entitled to reimbursement for any expenses paid by its arising out of the business of the Partnership.

Rights, Duties, and Obligations of Limited Partners

- 7.5 The Limited Partner shall not participate in the management of the Partnership business or have any power to bind the Partnership in any contract, agreement, compromise, or undertaking except that the Limited Partner shall have the power to vote on Partnership matters affecting the basic structure of the Partnership, which shall require a unanimous vote of the Limited Partner and a General Partner.

The Limited Partner shall have the right to withdraw the balance of its capital account on termination of the Partnership as provided hereinafter, except that no part of such account shall be withdrawn unless all Partnership liabilities, other than liabilities to Partners on account of their contributions, have been paid, or unless the Partnership has assets sufficient to pay them.

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FLORIDA

ARTICLE VIII

LIABILITIES

Liability of Partners

- 8.1 The liability of the General Partner arising from carrying on the business affairs or operations of the Partnership or for the debts of the Partnership is unrestricted. The liability of the Limited Partner with regard to the Partnership in all respects is restricted and limited to the amount of the actual capital contribution (and loans, if any) that the Limited Partner makes or agrees to make to the Partnership. The Limited Partner cannot be assessed to make an additional capital contribution to the Partnership above that which the Limited Partner agrees to make to the Partnership.

Loans to the Partnership

- 8.2 Nothing herein shall prevent or act against the General or Limited Partner loaning money to the Partnership on a promissory note or similar evidence of indebtedness for a reasonable rate of interest. Any Partner loaning money to the Partnership shall have the same rights and risks regarding the loan as would any person or entity making the loan who was not a Partner of the Partnership.

Effect of Return of Capital

- 8.3 The Limited Partner understands and agrees that if the General Partner distributes cash or other assets to it and if such distribution is considered a return of capital and causes a reduction of its capital account in the Partnership below its respective capital contribution, then, at any time thereafter, the Limited Partner may be liable to the Partnership for a sum, not in excess of such distribution necessary to discharge the Partnership's liabilities to Partnership creditors whose claims arose before such distribution. Notwithstanding any

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provision contained in this Agreement to the contrary, no Limited Partner shall be liable for any Partnership obligations in excess of its capital contribution and the amount of any undistributed income in its income account, except to the extent provided in this paragraph.

ARTICLE IX PROHIBITED TRANSACTIONS

9.1 During the time of the organization or continuance of this Limited Partnership, neither the General nor Limited Partner shall do any of the following:

- (1) Do any other act or deed with the intention of harming the business operations of the Partnership;
- (2) Do any act contrary to this Limited Partnership Agreement, except with the prior expressed approval of all Partners;
- (3) Do any act which would make it impossible to carry on the intended or ordinary business of the Partnership;
- (4) Abandon or wrongfully transfer or dispose of Partnership Property, real or personal;
- (5) Admit another person or entity as a General or Limited Partner, unless agreed upon by all Partners.
- (6) It is specifically acknowledged that the General Partner intends to and may enter into other Limited Partnerships of a similar nature.
- (7) No party hereto shall disclose the terms of this Agreement or a copy thereof to any other party, except as may be required by law, or if determined by the General Partner that disclosure is necessary in the ordinary course of business and/or to effectuate the purpose of this Agreement.

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ARTICLE X
RESTRICTIONS ON TRANSFERS

Prohibition Against Transfer

- 10.1 The General Partner and/or Limited Partner shall not sell, assign, transfer, encumber or otherwise dispose of any interest in the Partnership unless agreed to by all parties; any such purported transfer without such agreement shall be null and void

ARTICLE XI
TERMINATION OF THE PARTNERSHIP

Voluntary Termination

- 11.1 The Partnership may be terminated upon any date specified in a notice of termination signed by the General Partner or the Limited Partner. Said termination shall be effective on the date of said notice, subject to the provisions contained herein.

Distribution upon Termination

- 11.2 Upon the termination or dissolution of the Partnership, the General Partner shall take full account of the Partnership assets and liabilities and the assets shall be liquidated as promptly as is consistent with obtaining fair value therefor. The proceeds therefrom shall be applied and distributed in the following order of priority:

- (1) First the payment of debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership), except any claims of secured creditors whose obligations will be assumed or otherwise transferred upon the liquidation of the Partnership assets, and a transfer in kind of the assets encumbered by the secured

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creditor and the expenses of litigation and termination with the Partnership being relieved of such liability.

- (2) Then, the setting up of any reserves that the General Partner deems reasonably necessary for any contingencies or unforeseen liabilities or obligations of the Partnership or of the General Partner, arising out of or in connection with the Partnership. Such reserves shall be held by the General Partner for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and, at the expiration of such period as the General Partner shall deem advisable, shall distribute the balance thereof in the manner and in the order as provided in this Article.
- (3) Then, to the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then to the Limited Partner and the General Partner, on a pro rata basis.
- (4) Then, to the return of the capital contributions of the Partners, both General and Limited, but if the amount available for such repayment shall be insufficient, then pro rata to all Partners according to the capital contributions as set forth in Section 4.1.
- (5) Any balance then remaining shall be distributed to the Limited Partner, General Partner according to the capital contribution as set forth in section 4.1.

Statement of Dissolution

11.3 Each Partner shall be furnished by the General Partner with a final financial statement after complete liquidation and distribution as herein provided.

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FLORIDA

Certificate of Cancellation

- 11.4 Upon the completion of dissolution in accordance with this Article, the Partnership shall terminate and the General Partner shall execute, knowledge, and cause to be filed a "Certificate of Cancellation," whereupon the Partnership will cease to exist.

Liability of General Partner

- 11.5 The General Partner shall not be personally liable for the return of the capital contributions of the Limited Partner or any portion thereof. Any such return shall be made solely from Partnership assets.

Compensation to General Partners

- 11.6 The General Partner shall be entitled to the payment of compensation for its services in connection with the winding up or liquidation of the Partnership, and upon the completion of such winding up or liquidation, shall be entitled to repayment of all reasonable out-of-pocket expenses.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Amendment

- 12.1 This Agreement may be amended or modified by the Partners from time to time but only by written instrument executed by the General Partner and the Limited Partner.

Notices

- 12.2 Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the respective addresses set forth on Exhibits A

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and B or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

Meetings

12.3 Meetings of the Partners shall be held not less than fifteen (15) days nor more than thirty (30) days after receipt of written notice from the General Partner. The General Partner shall give notice of a meeting of the Partners at any time upon his own choosing or within fifteen (15) days after he shall receive written demand for a meeting from the Limited Partner.

Applicable

12.4 This Agreement shall be construed under and in accordance with the laws of the State of Florida and all obligations of the parties created hereunder are performable in DUVAL County, Florida.

Each of the undersigned hereby executes and agrees to be bound by the terms of the Limited Partnership Agreement for FIRST SOURCE TITLE OF FLORIDA LTD., a copy of which has been delivered to each of the undersigned and agrees to make the capital contribution as set forth opposite his respective name in section 4.1.

13.1 The Registered Agent of FIRST SOURCE TITLE OF FLORIDA LTD., shall be Mark Q. Hartle. Mailing address for Registered Agent 2201 Rogero Road Jacksonville, Florida 32211.

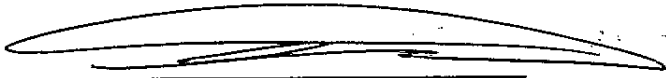
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Under penalties of perjury we declare that we have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

Signed this 28th day of July, 1999

GENERAL PARTNER:

LIMITED PARTNER:



HARTLE REALTY CORP.

BY MARK Q. HARTLE

PRESIDENT

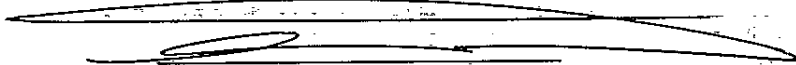


MORADA MANAGEMENT, INC.

MITCHELL D. SWANSON

PRESIDENT

I am familiar with and accept the duties of the Registered Agent of FIRST SOURCE
TITLE OF FLORIDA, LTD.



Mark Q. Hartle

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EXHIBIT "A"

GENERAL PARTNER:

HARTLE REALTY CORP.

2201 ROGERO ROAD

JACKSONVILLE, FLORIDA 32211

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EXHIBIT "B"

LIMITED PARTNER:

MORADA MANAGEMENT, INC.
ATTENTION MITCHELL D. SWANSON
11927 CATRAKEE DRIVE
JACKSONVILLE, FLORIDA 32223

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**AFFIDAVIT OF CAPITOL CONTRIBUTIONS FOR FLORIDA
LIMITED PARTNERSHIP**

The undersigned constituting all of the general partners of FIRST SOURCE TITLE OF FLORIDA, LTD., a Florida Limited partnership, certify:

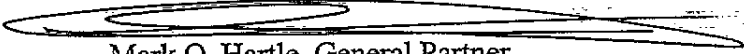
The total amount of capitol contributions to date of the limited partners is \$2,500.00.

The total amount contributed and anticipated to be contributed by the limited partner at this time totals \$2,500.00.

Signed this 27 TH day of July, 1999.

FURTHER AFFIANT SAYETH NOT.

Under penalties of perjury I declare that I have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.



Mark Q. Hartle, General Partner

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