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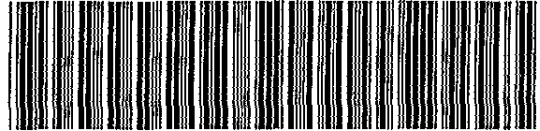
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

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W02-36206

J. BRYAN JAN 15 2003

## ATTORNEYS' MORTGAGE SERVICES

Writer's Direct Dial Number: (407) 240-1204 x 7328  
Writer's Direct Dial Fax: (407) 816-3617  
Writer's E-mail Address: jimr@john-galt.com

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2003 JAN 14 AM 9:55  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

Thursday, December 26, 2002

Registration Section  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Re: Attorneys' Mortgage Services of Orlando, LLC

Dear Sir or Madam:

Please find enclosed one original Articles of Organization and one copy. Also enclosed please find a check in the amount of \$125.00 representing the fee for filing the Articles and the fee for Designation of Registered Agent.

Please send me back the copy showing when the original Articles were filed.

Thank you in advance for your cooperation. Should you have any questions please feel free to contact me at one of the above numbers.

Very truly yours,

  
James D. Rudd

AMS  
6545  
Corporate Centre Boulevard  
Orlando, FL  
32822  
407-240-1204



FLORIDA DEPARTMENT OF STATE  
Jim Smith  
Secretary of State

December 31, 2002

JAMES D. RUDD  
ATTORNEY'S MORTGAGE SERVICES  
6545 CORPORATE CENTRE BLVD.  
ORLANDO, FL 32822

SUBJECT: ATTORNEY'S MORTGAGE SERVICES OF ORLANDO, LLC  
Ref. Number: W02000036206

We have received your document for ATTORNEY'S MORTGAGE SERVICES OF ORLANDO, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain both the street address of the principal office and the mailing address of the entity. *(Correction has been made, docs withdrawn and signed.)*

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6043.

Joey Bryan  
Document Specialist

Letter Number: 902A00067979

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DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

## ATTORNEYS' MORTGAGE SERVICES

Writer's Direct Dial Number: (407) 240-1204 x 7246  
Writer's Direct Dial Fax: (407) 854-3685  
Writer's E-mail Address: [kirstenk@john-galt.com](mailto:kirstenk@john-galt.com)

FILED  
2003 JAN 14 AM 9:55  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

January 13, 2003

Registration Section  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

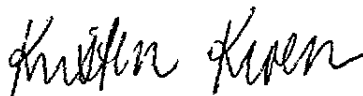
Re: Attorneys' Mortgage Services, LLC

To Whom It May Concern:

Please find enclosed corrected documents for Attorneys' Mortgage Services. We have included our mailing address, redrawn the documents, and James D. Rudd has signed the new documents.

Please let us know if you should need anything further by contacting me at the above number.

Very truly yours,



Kirsten Kroen

AMS  
6545  
Corporate Centre Boulevard  
Orlando, FL  
32822  
407-240-1204

**ARTICLES OF ORGANIZATION**  
**OF**  
**ATTORNEYS' MORTGAGE SERVICES OF ORLANDO, LLC**  
a Florida Limited Liability Company

FILED  
2003 JAN 14 AM 9:55  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

Article I.      Name

The name of this limited liability company is:

ATTORNEYS' MORTGAGE SERVICES OF ORLANDO, LLC

Article II.      Period of Duration.

The Limited Liability Company's period of duration shall be perpetual, commencing on the filing date of these Articles of Organization.

Article III.      Mailing and Street Address.

The mailing address and street address of the Limited Liability Company shall be 6545 Corporate Center Blvd., Orlando, FL 32822.

Article IV.      Registered Office.

The initial registered office of the Limited Liability Company shall be 6545 Corporate Center Blvd., Orlando, FL 32822, and the name of the initial registered agent of the Limited Liability Company shall be James D. Rudd.

Article V.      Additional Members.

The Members may admit new Members only by unanimous vote of the Members of the Limited Liability Company.

Article VI.      Death Retirement, Resignation, Expulsion, Bankruptcy or Dissolution of a Member.

The business of the Limited Liability Company shall automatically continue after the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any event which terminates the continued membership of a Member in the Limited Liability Company, unless within sixty (60) days of such event, the members elect to cease the business of the company by majority vote by capital account, exclusive of the membership interest(s) of any Member(s) suffering one or more of the foregoing events.

Article VII.      Business Purpose and Powers.

The purpose of the Limited Liability Company's operations shall be any lawful purpose for which a limited liability company may be organized under the laws of the State of Florida, in accordance with §608.403, Fla. Stat., and the Limited Liability Company shall have all the

powers granted a limited liability company under the laws of the State of Florida, in accordance with § 608.404, Fla. Stat. From time to time the Members may provide for a specific business purpose or purposes of the Limited Liability Company and may limit the powers of the Limited Liability Company in the Operating Agreement of the Limited Liability Company.

Article VIII. Limitation on Agency Authority of Members.

No Member of the Limited Liability Company shall be an agent of the Company solely by virtue of being a Member.

Article IX. Managers.

Section 9.01 The Limited Liability Company's business and affairs shall be vested in a Board of Managers. The number of Managers may be either increased or diminished from time to time by the Members in accordance with the Operating Agreement of this Limited Liability Company, but there shall always be at least five (5) Managers who shall be called the Board of Managers.

Section 9.02 Managers, as such, shall receive such compensation for their services, if any, as may be set by the Board of Managers at any regular or special meeting thereof. The Board of Managers may authorize and require the payment of reasonable expenses incurred by Managers in attending meetings of the Board of Managers.

Section 9.03 The Names and Addresses of the Manager who to serve as Managers until the first annual meeting of the Members or until their successors are elected and have qualified are:

| <u>Name</u>            | <u>Address</u>                                   |
|------------------------|--|
| Jimmy R. Jones         | 6545 Corporate Center Blvd.<br>Orlando, FL 32822 |
| James D. Rudd, Esq.    | 6545 Corporate Center Blvd.<br>Orlando, FL 32822 |
| Michael Hammond, Esq.  | 6545 Corporate Center Blvd.<br>Orlando, FL 32822 |
| Norwood Gay, III, Esq. | 6545 Corporate Center Blvd.<br>Orlando, FL 32822 |
| Christina C. Rudd      | 6545 Corporate Center Blvd.<br>Orlando, FL 32822 |

Section 9.04 Each Manager shall at least have attained the age of eighteen (18) years.

Section 9.05 Except as expressly set forth in the Operating Agreement or any Member Voting Agreement, entered from time to time by the Members, management voting power shall be apportioned among the several Managers so that each Manager has one vote. Abstentions and refusals to vote shall be considered as a vote in favor of the proposed measure.

Section 9.06 At the first annual meeting of Members and at each annual meeting thereafter, the Members shall elect Managers to hold office until the next succeeding annual meeting, except if there has been a classification of Managers. Each Manager shall hold office for the term for which he is elected and until his or her successor has been elected and qualified.

Except as set forth in the Operating Agreement, if, at any time, there should be nine or more Managers, the Members may, by two thirds vote, elect to divide the Managers into three classes, each class to be as nearly equal in number as possible, the term of office of Managers of the first class to expire at the first annual meeting of Members after their election, that of Managers of the second class to expire at the second annual meeting after their election, and that of Managers of the third class, to expire at the third annual meeting after their election. At each annual meeting after such classification, the number of Managers equal to the number of the class whose term expires at the time of such meeting shall be elected to hold office until the third succeeding annual meeting. No classification of Managers shall be effective prior to the first annual meeting of Members.

Section 9.07 The Board of Managers may, at its option from time to time, elect Officer-Managers with the authority and duties permitted as are permitted by the Operating Agreement of the Limited Liability Company. Such Officer-Managers, if elected, shall serve until removed by the Members or the Board of Managers pursuant to the Operating Agreement of the Limited Liability Company and until their successors are elected and have qualified.

Section 9.08 The Limited Liability Company shall indemnify against any liability incurred in any proceeding an individual made a party to the proceeding because he is or was a Manager or an Officer-Manager if:

- (a) he acted and conducted himself in good faith;
- (b) he reasonably believed:
  - (i) in the case of conduct in his official capacity, that his conduct was in the best interest of the Limited Liability Company; or
  - (ii) in all other cases, that his conduct was at least not opposed to the best interests of the Limited Liability Company; and
- (c) in the case of any criminal proceeding, he had no reasonable cause to believe that his conduct was unlawful.

The Limited Liability Company shall advance the reasonable expenses incurred by a Manager or Officer-Manager who is a party to a proceeding if:

- A. the Manager or Officer-Manager furnishes the Limited Liability Company with a written affirmation of his good-faith belief that he has met the standard of conduction required for indemnification;
- B. the Manager or Officer-Manager furnishes the Limited Liability Company with a written undertaking, executed personally by him or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct; and
- C. a determination is made that the facts then known to those making the determination would not preclude indemnification.

The Limited Liability Company shall indemnify a Manager or Officer-Manager of the Limited Liability Company who was wholly successful, on the merits or otherwise, in defense of any

proceeding to which he was a party, against reasonable expenses incurred by him in connection with the proceeding. A Manager or Officer-Manager who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

Section 9.09 In case one or more vacancies shall occur in the Board of Managers by reason of death, resignation or otherwise, the vacancies shall be filled by the Members of this Limited Liability Corporation at their next annual meeting or at a special meeting called for the purpose of filling such vacancies; provided, however, any vacancy may be filled by the remaining Managers of the Board of Managers until the Members have acted to fill the vacancy.

Article X. Debt.

No debt shall be contracted nor liability incurred by or on behalf of the Limited Liability Company except by a Manager or Officer-Manager.

Article XI. Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property.

Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Limited Liability Company shall be valid and binding upon the Limited Liability Company only if they are executed by a Manager or duly elected Officer-Manager; provided, however, the Board of Managers may, from time to time delegate, in writing, the above powers to employees and contractors of the Limited Liability Company, and third parties may rely on a certificate of a duly elected Officer-Manager of the Limited Liability Company certifying such delegation.

Article XII. Meetings of the Members.

Annual and special meetings of the Members shall be held at such time as may be stated or fixed in accordance with the Operating Agreement of the Limited Liability Company. Failure to hold the annual meeting shall not work a forfeiture or dissolution of the Limited Liability Company.

Article XIII. Voting.

Section 13.01 Voting Generally. Subject to the provisions of these Articles of Organization which require a super majority, majority or unanimous consent, vote or agreement of the Members, and except as set forth in these Articles of Organization, the Operating Agreement may grant to all or a special group of Members the right to consent, vote or agree on a per capita or other basis upon any matter, the Members shall vote in accordance with their capital account interest in the Company. Unless the Operating Agreement provide otherwise, a Member may vote by proxy or in person.

Section 13.02 Quorum. Unless otherwise provided in these Articles of Organization of the Operating Agreement, a majority of the Members, by capital account, entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members, by capital account, represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or



number or voting by classes is required by these Articles of Organization or the Operating Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

Article XIV. Action by Members without a Meeting.

Unless the Operating Agreement provide otherwise, any action required by law, the Operating Agreement, or the Articles of Organization of the Company to be taken at any annual or special meeting of Members of the Company, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the Members, by capital account, having not less than a minimum interest in the Company that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. If any class of Members is entitled to vote thereon as a class, such written consent shall be required of the Members, by capital account, of each class of Members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

Article XV. Changes to the Operating Agreement

Once adopted by the Members, the Operating Agreement of the Limited Liability Company may only be changed upon a unanimous vote of the Members.

Article XVI. Liability of Members.

Section 16.01 A Member of the Limited Liability Company is liable to the Limited Liability Company for:

- (a) the difference between the amount of the Member's contributions to capital which have been actually made and the amount which is stated in these Articles of Organization or other contract to which such Member is a party and which obligates such Member to the contribution; and
- (b) any unpaid contribution to capital which the Member, in the Articles of Organization or other contract as having been made, agreed to make in the future at the time and on the conditions stated in the Articles of Organization or other contract to which such Member is a party and which obligates such Member to the contribution.

Section 16.02 Neither the Members of the Limited Liability Company nor the Managers or Officer-Managers of the Limited Liability Company shall be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the Limited Liability Company.

Article XVII. Transferability of Member's Interest.

The interests of the Members of the Limited Liability Company may be transferred or assigned only as provided in the Operating Agreement; provided, however, the transferee or assignee of such Member shall have no right to participate in the management of the Limited Liability Company or to become a Member unless, without regard to the vote of the Member seeking to

make the transfer or assignment, the percentage of Members required by these Articles of Organization to admit a new member approves of the proposed transfer or assignment at a membership meeting. Unless approved in the foregoing manner, a transferee or assignee of a Member's interest shall only be entitled to receive the share of profits or other compensation by way of income and the return of the contributions to which the transferring or assigning Member would otherwise be entitled.

IN WITNESS WHEREOF, the undersigned Member has executed these Articles of Organization this 26<sup>th</sup> day of December, 2002.



James D. Rudd  
President, Attorney's Mortgage Services, Inc.,  
Member

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned is familiar with the obligations of the registered agent and hereby accepts the appointment to serve as the initial Registered Agent.



James D. Rudd

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2003 JAN 14 AM 9:55  
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TALLAHASSEE, FLORIDA