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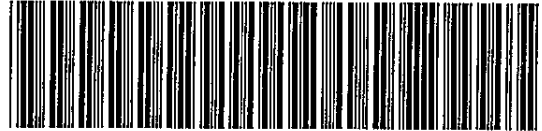
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05 MAR 31 PM 3:31
TALLAHASSEE, FLORIDA

T. Brumbley APR 5 2005



Randall O. Reder
Attorney at Law

March 29, 2005

Florida Department of State
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

RE: 1st Choice Mortgage, LLC

Dear Sir or Madam:

Enclosed are a membership purchase agreement and Amended and Restated Articles of Organization showing a transfer of ownership. Also enclosed is a check for \$35 for the filing fee. Thank you for your attention to this matter.

Sincerely,

Randall O. Reder

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**Amended and Restated Articles of Organization
of
1st Choice Mortgage, LLC**

The undersigned, acting as organizers and members of a limited liability company registered with the Secretary of the State of Florida as 1st Choice Mortgage LLC, which articles of organization were filed on April 2, 2003, hereby adopt and file these Amended and Restated Articles of Organization for 1st Choice Mortgage, LLC, to take effect on the date of filing. These Amended and Restated Articles of Organization are duly executed and are being filed in accordance with section 608.411.

Article I. Name

The name of the limited liability company is 1st Choice Mortgage, LLC.

Article II. Duration

The duration of the limited liability company's existence shall be in perpetuity or until terminated as further provided in these articles.

Article III. Purpose or Purposes

The purpose for which the company is organized is the transaction of any lawful business for which limited liability companies may be organized under the State of Florida Limited Liability Company Act, Chapter 608, Florida Statutes.

Article IV. Principal Office

The address of the company's principal place of business is 8509 Sunstate Street, Suite 100, Tampa, FL 33634.

Article V. Registered Agent

The name and address of the company's registered agent is Mark Stevens, 8509 Sunstate Street, Suite 100, Tampa, FL 33634.

Article VI. Company Management

The company will be managed by the following managers: Mark Stevens, 8509 Sunstate Street, Suite 100, Tampa, FL 33634.

Article VII. Capital and Additional Members

Members shall be required to make an initial contribution to the capital of the company in the amount specified by the managers. Additional members shall be admitted upon the written consent of all members.

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Article VIII. Voting

Each member has one vote on each matter on which the membership interest is entitled to vote. There are no preemptive rights on behalf of any Member.

Article IX. Indemnification

The company shall indemnify every manager, and the manager's heirs, executors and administrators, against expenses actually and reasonably incurred by the manager, as well as against any amount paid upon a judgment in connection with any action, suit, or other proceeding, civil or criminal, to which the manager may be made a party by reason of having been a manager of this limited liability company. This indemnification is not exclusive of other rights to which the managers may be entitled.

Article X. Restrictions on Transferability

The membership interest of the Limited Liability Company will be subject to restrictions on its transferability as set forth below. The members shall not be allowed to sell, convey, transfer, hypothecate, encumber or in any other way assign any interest, legal or beneficial, to his membership interest.

Article XI – Termination and Dissolution

If any of the following events occurs:

- a. One of the members files for bankruptcy
- b. One of the members becomes legally incompetent.
- c. One of the members files or has filed against him a petition for dissolution of marriage.
- d. One of the members dies

then that member's interest shall be deemed to be automatically terminated. The remaining member shall have the option of purchasing the terminated or deceased's member's membership interest and continue operating the company or dissolving the company. The remaining member shall have the option, but not the obligation, to purchase the other member's membership interest at a price which both members have agreed to in writing, which amount will be updated on a yearly basis. In the event, a year has gone by in which the members have not agreed to a buyout price, the buyout price will be what the previous agreed upon buyout price was plus 10% interest per annum. The remaining member shall have the authority to liquidate whatever assets are necessary to provide funds to purchase the deceased or terminated member's interest.

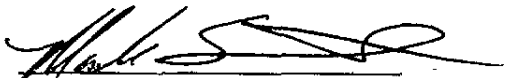
Article XII Amendment

These articles may be amended only upon the unanimous vote of the members.

For the purpose of forming a limited liability company under the laws of the State of Florida, the undersigned has personally executed these revised articles of organization on 3/11/05.

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2005.

A handwritten signature in black ink, appearing to read 'Mark Stevens', written over a horizontal line.

Mark Stevens

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TALLAHASSEE, FLORIDA

MEMBERSHIP PURCHASE AGREEMENT

This is an agreement between John White ("Seller") and Mark Stevens ("Purchaser") dated February 4, 2005.

Seller hereby bargains, sells, transfers and assigns to Purchaser all of his membership interest in 1st Choice Mortgage, LLC for the sum of \$24,000. Purchaser shall pay the \$24,000 within thirty days of the date of this agreement. Purchaser shall also assume the liability and be responsible for paying off the line of credit which presently has the approximate amount of \$30,000 owed. Seller shall keep this line of credit open for six months from the date of this sale and shall not make any further draws or take any other action which could result in increasing the amount of obligation or causing a default.


Purchaser shall be responsible for filing the amendment to the articles of organization with the Secretary of State.

IN WITNESS WHEREOF, the undersigned have executed this agreement on February 4, 2005.

Purchaser


Mark Stevens

Seller


John White

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