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TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Capital Mortgage Group, LLC
(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

ANTHONY WEBB
(Name of Person)

(Firm/Company)

8528 OLD COUNTRY MANOR #113
(Address)

DAVIE, FL 33327
(City/State and Zip Code)

For further information concerning this matter, please call:

ANTHONY WEBB at (954) 236-2827
(Name of Person) (Area Code & Daytime Telephone Number)

STREET ADDRESS:
Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32300

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

SECRET
TALLAHASSEE, FLORIDA

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FILED

Article 5. Addition of New Members

New Owners who take their interest directly from the Company will be admitted as Members. New Owners who take their interest by assignment, inheritance or operation of law will be admitted only as provided in the Regulations and Operating Agreement of the Company.

Article 6. Membership Certificates

(a) Each Member's interest in the Company may be evidenced by a membership participation or unit certificate.

(b) No Member of this Company may transfer, sell or assign its Membership interest in the Company to any other person except as provided for in the Company's Regulations and Operating Agreement.

Article 7. Indemnification

This company shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Florida any person who was or is a party or is threatened to be made a party to any threatened, pending or completed actions, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a manager, member, director, officer, trustee, employee, or agent of or in any other capacity with another company, partnerships, joint venture, trust or other enterprise (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless such person breached or failed to perform his duties as a manager, member, officer, director, employee or agent of this Company and such breach constitutes:

- (1) a violation of criminal law, unless the manager, member, director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (2) a transaction from which the manager, member, director, officer, employee or agent derived an improper personal benefit, either directly or indirectly; or
- (3) recklessness or an act of omission which was committed in bad faith, or with malicious purpose in a manner exhibiting wanton and willful disregard for human rights, safety or property. A judgment or other final adjudication against a manager, member, director, officer, employee or agent of this Company in any criminal proceeding for violation of criminal law shall estop such person from contesting the fact that his breach or failure to perform constitutes a violation of the criminal law, but such judgment or other final adjudication shall not estop such person from establishing that he had reasonable cause to believe that his conduct was unlawful.

The indemnification provided by this Article shall continue as to an Indemnified Person who has ceased to be a manager, member, director or officer or employee and shall inure to the benefit of the estate, heirs, personal representatives, beneficiaries, executors and administrators of the such a person. All Rights to indemnification and advances under this Article shall be deemed to be a contract between the Company and each Indemnified Person at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification or relevant provisions of the Florida Limited Liability Act or any other applicable laws shall not in any way diminish the rights to indemnification of such Indemnified Person or the obligations of the Company arising hereunder for claims relating to matters occurring prior to the repeal or modification.

In Witness Whereof, the undersigned organizer(s) of this limited liability company has (have) signed these Articles of Organization on the date indicated.

Date: 11/03/03

Signature(s): , Organizer
Anthony C. Webb, Managing Member

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03 NOV -7 PM 9:40
TALLAHASSEE, FLORIDA

**Articles of Organization
of
Capital Mortgage Group, LLC**

The undersigned natural person, acting as organizer of a limited liability company under the State of Florida Limited Liability Company Act, adopt(s) the following Articles of Organization for such limited liability company.

Article 1 Name

The name of this limited liability company is Capital Mortgage Group, LLC.

Article 2 Duration

The Company shall exist on the date of filing of these Articles with the Secretary of State of Florida. The duration of the Company shall be perpetual.

Article 3 Nature of Business and mailing address

The Company is organized for the purpose of transacting any or all lawful business. The mailing address and the street address of the principal office of the limited liability company is:

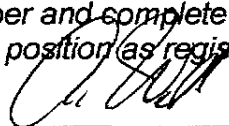
8528 Old Country Manor, #113
Davie, Fl. 33328

Article 4 Registered Office, Registered Agent & Registered Agent's Signature

The initial registered office of this limited liability company and the name of its initial registered agent at this address are:

**Anthony C Webb
8528 Old Country, #113
Davie, Fl. 33328**

Having been named as registered agent and to accept service of process for the above stated limited liability Company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with accept the obligations of my position as registered agent as provided for in Chapter 608, FS



Registered Agents Signature

Article 4. Management and or Managing Members

The name and address of each Manager or Managing Member is as follows:

TITLE

"MGR" = Manager

"MGRM" = Managing Member

NAME AND ADDRESS

MGRM

**Anthony C. Webb
8528 Old Country Manor, #113
Davie, Fl. 33328**