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D.M. Walsh & Associates LLC

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AMENDMENTS

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

REGISTRATION/QUALIFICATION

Foreign
Limited Partnership
Reinstatement
Trademark
X Other LLC

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8 pages

ARTICLES OF ORGANIZATION
of
D.M. WALSH & ASSOCIATES, LLC

a Florida Limited Liability Company

ARTICLE I

Name. The name of this limited liability company is:
D.M. WALSH & ASSOCIATES, LLC

ARTICLE II

Period of Duration. The Limited Liability Company's period of duration shall be perpetual.

ARTICLE III

Registered Office. The initial registered office of the Limited Liability Company shall be 1506 North Greenleaf Court, Winter Springs, Florida, 32708, and the name of the initial registered agent of the Limited Liability Company shall be David M. Walsh.

ARTICLE IV

Principal & Mailing Address. The principle and mailing address of the Limited Liability Company shall be: 1506 North Greenleaf Court, Winter Springs, Florida, 32708.

ARTICLE V

Contributions. (A) The total amount of cash and a description and agreed value of property other than cash contributed is:

	<u>Description</u>	<u>Agreed Value</u>	<u>Member</u>
1.)	Cash	\$2,000.00	David M. Walsh

(B) The total additional contributions, if any, agreed to be made by all members and the times at which, or the events upon the happening of which, they shall be made are as follows:

<u>Event</u>	<u>Description</u>	<u>Agreed Value</u>	<u>Member</u>
		NONE	

ARTICLE VI

Additional Members. The Members may admit new Members by two-thirds vote of the entire membership of the Limited Liability Company.

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ARTICLE VII

Death Retirement, Resignation, Expulsion, Bankruptcy or Dissolution of a Member. The remaining Members 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.

ARTICLE VIII

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 Regulations of the Limited Liability Company.

ARTICLE IX

Managing Member(s).

(A) The Limited Liability Company's business and affairs shall be vested in a Managing Member or Managing Member(s). The number of Managing Member(s) may be either increased or diminished from time to time by the Members in accordance with the Regulations of this Limited Liability Company, but there shall always be at least one Managing Member(s).

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

(C) The Names and Addresses of the Managing Member(s) who are to serve as Managing Member(s) until the first annual meeting of the Members or until their successors are elected and qualify are:

<u>Name</u>	<u>Address</u>
David M. Walsh	1506 N. Greenleaf Court Winter Springs, FL 32708

(D) Each Managing Member shall at least have attained the age of eighteen (18) years.

(E) Management Voting Power shall be apportioned among the several Managing Member(s) so that each Managing Member has one vote. Abstentions and refusals to vote shall be considered as a vote in favor of the proposed measure.

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

If, at any time, there should be six or more Managers, the Managing Member(s) shall be divided into three classes, each class to be as nearly equal in number as possible, the term of office of Managing Member(s) of the first class to expire at the first annual meeting of Members after their election, that of Managing Member(s) of the second class to expire at the second annual meeting after their election, and that of Managing Member(s) of the third class, to expire at the third annual meeting after their election. At each annual meeting after such classification, the number of Managing Member(s) 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 Managing Member(s) shall be effective prior to the first annual meeting of Members.

(G) The Board of Managing Member(s) may, at its option from time to time, elect Officer-Managing Member(s) with the authority and duties permitted as are permitted by the Regulations of the Limited Liability Company. Such Officer-Managing Member(s), if elected, shall serve until removed by the Members or the Board of Managing Member(s) pursuant to the Regulations of the Limited Liability Company and until their successors are elected and have qualified.

(H) 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 Managing Member or an Officer-Managing Member 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 Managing Member or Officer-Managing Member who is a party to a proceeding if: (i) the Manager or Officer-Managing Member 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; (ii) the Managing Member or Officer-Managing Member 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 (iii) 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 Managing Member or Officer-Managing Member 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 Managing Member or Officer-Managing Member 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.

(I) In case one or more vacancies shall occur in the Board of Managing Member(s) 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 Managing Member(s) of the Board of Managing Member(s) 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 Managing Member.

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 Managing Member.

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 Regulations 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. 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 Regulations 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 Regulations provide otherwise, a Member may vote by proxy or in person.

Unless otherwise provided in these Articles of Organization of the Regulations, 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 Regulations. 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 Regulations provide otherwise, any action required by law, the Regulations, 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 Regulations. Once adopted by the Members, the Regulations of the Limited Liability Company may only be changed upon a two-thirds vote of the Members in favor thereof.

ARTICLE XVI

Liability of Members.

(A) A Member of the Limited Liability Company is liable to the Limited Liability Company for:

(1) 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

(2) 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.


(B) Neither the Members of the Limited Liability Company nor the Managing Member(s) or Officer-Managing Member(s) 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

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Transferability of Member's Interest. The interests of the Members of the Limited Liability Company may be transferred or assigned as provided on the regulations; 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.

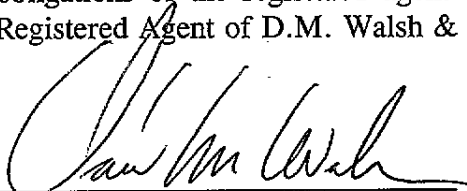
IN WITNESS WHEREOF, the undersigned Members have executed these Articles of Organization this 4th day of June, 1999.



David M. Walsh

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT
D.M. WALSH & ASSOCIATES, LLC

The undersigned is familiar with the obligations of the registered agent and hereby accepts the appointment to serve as the initial Registered Agent of D.M. Walsh & Associates, LLC.



David M. Walsh

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTION
D.M. WALSH & ASSOCIATES, LLC

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this day personally appeared David M. Walsh, upon being duly sworn according to law, deposes and says as follows:

1. I am a Member of the D.M. Walsh & Associates, LLC.
2. The D.M. Walsh & Associates, LLC has at least two members.
3. (A) The total amount of cash and a description and agreed value of property

other than cash contributed is:

	<u>Description</u>	<u>Agreed Value</u>	<u>Member</u>
1.)	Cash	\$2,000.00	David M. Walsh

(B) The total additional contributions, if any, agreed to be made by all members and the times at which, or the events upon the happening of which, they shall be made are as follows:

<u>Event/Date</u>	<u>Description</u>	<u>Agreed Value</u>	<u>Member</u>
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NONE

FURTHER AFFIANT SAITH NAUGHT.



David M. Walsh

Sworn to and subscribed before me this 4th day of June 1999, by David M. Walsh, who [] is personally known to me or [X] produced FL DL W420-173-54-346-0 as identification.


NOTARY PUBLIC

Print, Type or Stamp Commissioned Name of Notary Public:



E. Alexander
MY COMMISSION # CC769777 EXPIRES
August 23, 2002
BONDED THRU TROY FAIR INSURANCE, INC.