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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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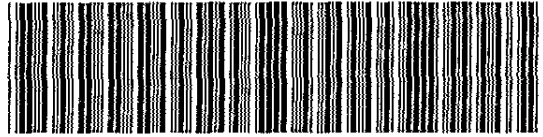
(Business Entity Name)

(Document Number)

Certified Copies ☒ Certificates of Status ☒

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

12-3-03  
28

## TRANSMITTAL LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** Romme Appraisal Service, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee  
& Certificate of Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate of  
Status

**ADDITIONAL COPY REQUIRED**

**FROM:** Edward Ford, Incorporator

Name (Printed or typed)

11808 Caenen St.

Address

Overland Park, KS 66210

City, State & Zip

913-406-6161

Daytime Telephone number

**NOTE: Please provide the original and one copy of the articles.**

**ARTICLES OF INCORPORATION**  
**of**  
**ROMME APPRAISAL SERVICE, INC.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned person(s), acting as incorporator(s) of a corporation organized under the laws of Florida, hereby adopt(s) the following Articles of Incorporation:

**ARTICLE I**  
**CORPORATE NAME**

The name of this corporation is Romme Appraisal Service, Inc.

**ARTICLE II**  
**INITIAL PRINCIPAL OFFICE**

The mailing address of the corporation's initial principal office is:

Romme Appraisal Service, Inc.  
3208 East Colonial Drive, Ste 242  
Orlando, FL 32803-5122

**ARTICLE III**  
**SHARES**

The total number of shares which the corporation shall have authority to issue is 1,000 shares with a par value of \$0.01 per share.

**ARTICLE IV**  
**REGISTERED OFFICE AND AGENT**

The street address of the corporation's initial registered office and the name of its initial registered agent at such address is:

Business Filings Incorporated  
660 East Jefferson Street  
Tallahassee, Florida 32301

**ARTICLE V**  
**PURPOSE and DURATION**

The purpose of the corporation is to engage residential appraisal services or any lawful activity permitted by the laws of this state or engage in any business in any and all other states, jurisdictions, territories and countries, without limitation, both within and without the United States of America.

**ARTICLE VI**  
**DIRECTORS**

The names and address of the persons constituting the initial board of directors are:

Edward Ford  
11808 Caenen Street  
Overland Park, KS 66210

After the initial board of directors, the board shall consist of such number of directors as shall be determined by the shareholders from time to time at each annual meeting at which directors are to be elected.

**ARTICLE VII**  
**LIABILITY OF DIRECTORS**

- A. Direct Actions. The corporation shall indemnify any manager or officer of the corporation who was or is party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation by reason of the fact that such manager or officer is or was a manager or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such action, suit or proceeding, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such manager or officer in connection with such action, suit or proceeding, including any appeal thereof, if such manager or officer acted in good faith and in a manner such manager or officer reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such manager's or officer's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the manager or officer did not act in good faith and in a manner which such manager or officer reasonably believed to be in or not opposed to the best interests of the Limited Liability Company and, with respect

to any criminal action or proceeding, had reasonable cause to believe that such manager's or officer's conduct was unlawful.

- B. Derivative Actions The Corporation shall indemnify any manager or officer of the corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such manager or officer is or was a manager or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, and amounts paid in settlement actually and reasonably incurred by such manager or officer in connection with the defense or settlement of the action or suit if such manager or officer acted in good faith and in a manner such manager or officer reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect to any claim, issue or matter as to which such manager or officer shall have been adjudged to be liable for negligence or misconduct in the performance of such manager's or officer's duty to the corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such manager or officer is fairly and reasonably entitled to indemnify for such expenses which the court shall deem proper.
- C. Mandatory Indemnification To the extent that a manager or officer of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections A and B above, or in defense of any claim, issue or matter therein, such manager or officer shall be indemnified against expenses actually and reasonably incurred by such person in connection therewith, including attorney's fees.
- D. Determination of Indemnification Any indemnification provided in these Articles, unless ordered by a court, shall be made by the corporation only upon a determination that indemnification of the manager or officer is proper in the circumstances because such manager or officer has met the applicable standard of conduct set forth herein. The determination shall be made: (1) by the managers by a majority vote of a quorum consisting of managers who were not parties to the action, suit, or proceeding; or (2) if such quorum is not obtainable, or even if obtainable, a quorum of disinterested managers so directs, by independent legal counsel in a written opinion; or (3) by a majority vote in interest of the disinterested members.
- E. Advancement of Expenses Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of the action, suit or proceeding as authorized by the managers in the specific case upon receipt of an undertaking by or on behalf of the manager or

officer to repay such amount unless it shall ultimately be determined that such manager or officer is entitled to be indemnified by the corporation as authorized herein.

F. Insurance Policies The corporation may purchase and maintain insurance on behalf of any person who is or was a manager or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, limited liability company, trust or other enterprise against any liability asserted against such manager or officer and incurred by such manager or officer in any such capacity, or arising out of such manager's or officer's status as such, whether or not the corporation would have the power to indemnify such manager or officer against such liability under the provisions of this Article.

G. Other Rights The indemnification provided by these Articles shall not be deemed exclusive of any such other rights which may be provided to any officer or manager by statute or by separate contract or agreement with the corporation and the corporation shall be specifically authorized to enter into any such indemnification agreement upon the approval of the majority vote of the managers, and the corporation shall indemnify all managers and officers to the fullest extent permitted by law.

H. Definitions For the purposes of these Articles, the term "other enterprise" shall include employee benefit plans; the terms "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and the term "serving at the request of the corporation" shall include any service as an officer or manager of the corporation which imposes duties on, or involves services by such manager or officer with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Article.

## ARTICLE VIII OTHER PROVISIONS

Director or Officer Interest. In the absence of fraud, no transaction between (a) this corporation and (b) any other association, corporation or any director or officer of this corporation individually, shall be affected by the fact that any director or officer of this corporation is individually a party to the transaction or is interested in or is a director or officer of such other association or corporation.

Stock Transfer Restriction. No shareholder of this corporation shall sell any shares of stock held by him or her in this corporation without first offering to sell such stock to the


corporation on the same terms and conditions and at the price offered in good faith and in writing, by any proposed purchaser. The written offer by such proposed purchaser shall be delivered to the corporation at the time the stock is offered to the corporation for sale. The corporation shall have the right to accept the offer any time within thirty (30) days from and after the date on which the offer is made to the shareholder and shall exercise the option to purchase by notifying the shareholder in writing. If the corporation shall not exercise its option to purchase the shares of stock, it shall notify the shareholder in writing within the thirty (30) day period and the shares may then be sold by the shareholder, but only to the proposed purchaser on the same terms and conditions as offered to the corporation, and only within thirty (30) days from and after the date on which the corporation declines to exercise its option.

Continuation of Business.

Corporate Seal. The corporation shall have no corporate seal.

**Certification**

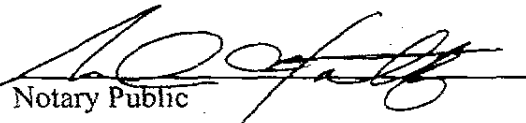
I certify that the above Articles of Incorporation are true and correct to the best of my knowledge.

  
Edward Ford, Incorporator

State of Kansas, County of Johnson, ss:

Subscribed and sworn to (or affirmed) before me this 20 day of  
November, 2003.



  
Notary Public

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03 NOV 24 PM 6:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Business Filings Incorporated

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SECRETARY OF STATE  
JANUARY 24, 2004

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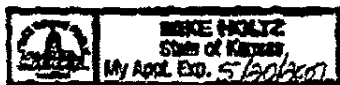
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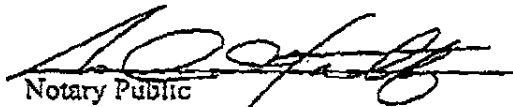
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