

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

L00000000004881

JHR Properties, LLC

800003228908--6

-04/28/00--01071--001

****155.00 ****155.00

L00-4881

Name	_____
Availability	_____
Document	_____
Examined	_____
Updater	_____
Updater	_____
Verifier	_____
Acknowledgment	_____
W. P. Verifier	_____

Signature _____

Requested by: LS

Name _____

Date 4/28/00

Time 10:30

Walk-In _____

Will Pick Up _____

_____ Art of Inc. File	FILED 00 APR 28 PM 12:54 SECRETARY OF STATE TALLAHASSEE, FLORIDA
_____ LTD Partnership File	
_____ Foreign Corp. File	
<input checked="" type="checkbox"/> _____ L.C. File	
_____ Fictitious Name File	
_____ Trade/Service Mark	
_____ Merger File	
_____ Art. of Amend. File	
_____ RA Resignation	
_____ Dissolution / Withdrawal	
_____ Annual Report / Reinstatement	RECEIVED 00 APR 28 AM 11:49 DEPARTMENT OF STATE DIVISION OF CORPORATIONS TALLAHASSEE, FLORIDA
<input checked="" type="checkbox"/> _____ Cert. Copy	
_____ Photo Copy	
_____ Certificate of Good Standing	
_____ Certificate of Status	
_____ Certificate of Fictitious Name	
_____ Corp Record Search	
_____ Officer Search	
_____ Fictitious Search	
_____ Fictitious Owner Search	
_____ Vehicle Search	
_____ Driving Record	
_____ UCC 1 or 3 File	
_____ UCC 11 Search	
_____ UCC 11 Retrieval	
_____ Courier	

**ARTICLES OF ORGANIZATION FOR
JLLR PROPERTIES, L.L.C.
a Florida Limited Liability Company**

**ARTICLE I
NAME**

The name of the Limited Liability Company is JLLR Properties, L.L.C.

**ARTICLE II
ADDRESS**

The mailing address and street address of the principal office of the Limited Liability Company is:


JLLR Properties, L.L.C.
P.O. Box 9
Destin, Florida 32540

**ARTICLE III
REGISTERED AGENT, REGISTERED OFFICE,
AND REGISTERED AGENT'S SIGNATURE**

The name and Florida street address of the registered agent are:

Lori Ellen Ward, Esq.
Matthews & Hawkins, P.A.
607 Highway 98 East
Destin, Florida 32541

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 in 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 and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..


Lori Ellen Ward, Esq.
Registered Agent

FILED
00 APR 28 PM 12:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV MANAGEMENT

The company shall be managed by a manager in accordance with regulations adopted by the members for the management of the business and affairs of the company. These regulations may contain any provisions for the regulation and management of the affairs of the company not inconsistent with law or these articles of organization. The name and address of the initial manager of the company is:

James L. Richardson
P.O. Box 9
Destin, Florida 32540

FILED
APR 28 PM 12:54
CLERK OF STATE
TALLAHASSEE, FLORIDA

ARTICLE V TERMINATION

The Company shall have perpetual existence and shall not dissolve, liquidate or terminate upon the death, bankruptcy, insolvency, dissolution, liquidation, termination, resignation, removal or incapacity of James L. Richardson (the "Member").

ARTICLE VI PURPOSE

The business of the Company shall be solely to acquire, own, operate, lease, mortgage and/or sell property of or related to those certain nine (9) convenience stores/gas stations located throughout the panhandle of Florida, the street addresses of which are: 3534 West Highway 98, Panama City, Florida; 2385 Ferdon Boulevard, Crestview, Florida; 671 Highway 98 East, Destin, Florida; 757 N. Beal Parkway, Fort Walton Beach, Florida; 7930 W. Highway 30-A, Santa Rosa Beach, Florida; 2396 U.S. Highway 331, DeFuniak Springs, Florida; 2735 U.S. Highway 231, Panama City, Florida; 605 S. highway 87, Milton, Florida; and 5799 Highway 89, Milton, FLorida, and to do any and all things necessary or incidental to any of the foregoing to carry out and further the business of the Company as contemplated herein.

ARTICLE VII

Notwithstanding any other provision of these Articles of Organization or, to the extent permitted by law, any provision of law that otherwise so empowers the Company, for so long as the Company owes any duty or obligation under any loan document entered into with Credit Suisse First Boston Specialty Finance, LLC, a Delaware limited liability company, or any of its successors or assigns ("CSFBSF") and for a period of three hundred and sixty-six (366) days thereafter, the Company shall not, without unanimous consent of the member(s) and Manager, do any of the following:

(a) engage in any business or activity other than as set forth in Article VI of these Articles of Organization;

(b) incur any indebtedness, or assume or guaranty any indebtedness of any other entity, other than in connection with any business or activity as set forth in Article VI of these Articles of Organization;

(c) voluntarily dissolve or liquidate, in whole or in part;

(d) consolidate or merge with or into any other entity or convey or transfer substantially all of its properties and assets to any entity; or

(e) commence or cause or permit a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, including, but not limited to, the Bankruptcy Code, or seeking the appointment of a trustee, receiver, liquidator, custodian, examiner or other similar official of it or any substantial part of its property, or consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or make a general assignment for the benefit of creditors, or take any action or fail to take any action for itself which would result in the Company's inability to pay its debts as they become due, or take or permit any action to authorize any of the foregoing for itself. "Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as is now in effect or hereafter amended.

ARTICLE VIII

At all times, the Company shall be required to (i) maintain books and records separate from any individual, trust, estate, partnership, joint venture, association, limited liability company, corporation or other entity ("Person"); (ii) maintain its accounts separate from any other Person; (iii) not to commingle assets with those of any other Person; (iv) conduct its own business in its own name; (v) maintain separate financial statements; (vi) pay its own liabilities out of its own funds; (vii) observe all limited liability company formalities; (viii) maintain an arm's length relationship with its Affiliates; (ix) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operation; (x) not guaranty or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of others; (xi) not acquire obligations or securities of its members, (xii) allocate fairly and reasonably any overhead for shared office space; (xiii) use separate stationery, invoices and checks; (xiv) not pledge its assets for the benefit of any other Person or make any loans or advances to any Person; (xv) hold itself out as a separate Person; (xvi) correct any known misunderstanding regarding its separate identity; and (xvii) maintain adequate capital in light of contemplated business operations.

00 APR 28 PM 12:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

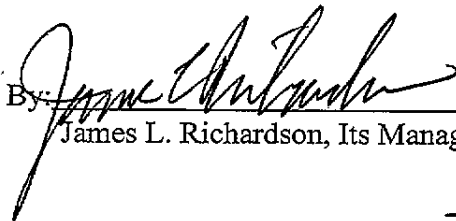
FILED

ARTICLE IX

Upon the occurrence of any event which might give rise to the dissolution of the Company, the Member(s) shall unanimously consent in writing to the continuation of the Company. Until the date which is three hundred and sixty-six (366) days after the last date on which any and all duties and obligations of the Company to CSFBSF have been fully and indefeasibly satisfied, upon the withdrawal of any Member-manager, the Member(s) agree to appoint or otherwise cause the admission of a substitute Member-manager to the Company which substitute Member-manager shall be either a limited liability company or a corporation and which Member-manager shall in its Articles of Incorporation, Articles of Organization, or other charter document, as the case may be, have provisions substantially similar to those contained in these Articles of Organization.

ARTICLE X

Until the date which is three hundred and sixty-six (366) days after the last date on which any and all duties and obligations of the Company to CSFBSF have been fully and indefeasibly satisfied, the Company shall not amend, alter, change or repeal Article VI or this Article X of these Articles of Organization without the unanimous written consent of all Members nor shall any such amendment, alteration, change, or repeal be effected in violation of any agreement the Company shall have entered prohibiting any such amendment. Subject to the foregoing limitation, the Company reserves the right to amend, alter, change or repeal any provision contained in this Articles of Organization, in the manner now or hereafter prescribed by statute, and all rights conferred upon the members herein are granted subject to this reservation.

By 
James L. Richardson, Its Manager

FILED
00 APR 28 PM 12:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA