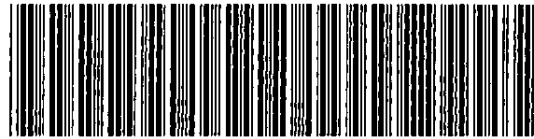


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(Requestor's Name)



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07/30/09--01024--009 *125.00

Please return
copies to:

Mark Tipples
1157 Jenkins Dr.
Auburn, AL 36830

Thank you.

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T. HAMPTON

SEP - 1 2009

EXAMINER

13813-1000



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED

09 AUG 31 PM 4:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

July 31, 2009

MARK TIPPINS
1157 JENKINS DR
AUBURN, AL 36830

SUBJECT: PRYOR & PRYOR-CARTER PROPERTIES, LLC
Ref. Number: W09000034896

We have received your document for PRYOR & PRYOR-CARTER PROPERTIES, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

We regret that we were unable to contact you by phone. Please return the corrected document with a letter providing us with a telephone number where you can be reached during working hours.

The registered agent must sign accepting the designation.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6855.

Tammy Hampton
Regulatory Specialist II
Registration/Qualification Section

Letter Number: 609A00026300

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**ARTICLES OF ORGANIZATION
OF
PRYOR & PRYOR-CARTER PROPERTIES, LLC.**

For the purpose of forming a limited liability company under the Alabama Limited Liability Act and any act amendatory thereof, supplementary thereto or substituted therefor (hereinafter referred to as the "Act"), the undersigned do hereby sign and adopt these Articles of Organization, and upon filing for record of these Articles of Organization in the Office of the Secretary of State, the existence of a limited liability company (hereinafter referred to as the "Company"), under the name set forth in Article I hereof, shall commence.

ARTICLE I.

NAME

1.1 The name of the Company shall be **PRYOR & PRYOR-CARTER PROPERTIES, LLC.**

1.2 The duration of this company shall be perpetual.

ARTICLE II.

ADDRESS

2.1 The mailing address of the limited liability company is 2760 Samara Court in Green Cove Springs, Fl. 32043. The address of the principal office is 2760 Samara Court in Green Cove Springs, Fl. 32043.

ARTICLE III.

PURPOSES, OBJECTS AND POWERS

3.1 The purposes and objects and powers of the Company are:

(a) To engage in any lawful business, act or activity for which a company may be organized under the Act, it being the purpose and intent of this Article III to invest the Company with the broadest purposes, objects and powers lawfully permitted a company formed under the Act.

(b) To carry on any and all aspects, ordinary or extraordinary, of any lawful business and to enter into and carry out any transaction, ordinary or extraordinary, permitted by law, having and exercising in connection herewith all powers given to companies by the laws of the State of Florida.

(c) Without limiting the scope and generality of the foregoing, the Company shall have the following specific purposes, objects and powers:

- (1) To purchase, develop, rent, own, invest in and develop real estate.
- (2) To have and to exercise any and all of the powers specifically granted in the limited liability company laws of the State of Alabama, none of which shall be deemed to be inconsistent with the nature, character or object of the company, and none of which are denied to it by these Articles of Organization.
- (3) To purchase or otherwise acquire (including, without limitation to purchase its own shares or membership interest to the extent of unreserved and unrestricted capital surplus available therefor) to the fullest extent permitted by the Act, and to sell, pledge or otherwise deal in or dispose of shares of its own stock, bonds, obligations, other securities, or membership interest.
- (4) To borrow money from any person, firm, company (business, public or non-profit), or governmental unit and to secure any debt by mortgage or pledge of any property of the Company; to make contracts, guarantees, and indemnity agreements and incur liabilities and issue its notes if not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.
- (5) To carry on its business anywhere in the United States and in foreign countries.
- (6) All words, phrases and provisions appearing in this Article III are used in their broadest sense, are not limited by reference to, or inference from any other words, phrases or provisions and shall be so construed.

ARTICLE IV.

REGISTERED OFFICE AND REGISTERED AGENT

4.1 The name and the Alabama street address of the registered agent is :
ROBERT E. L. PRYOR at 2760 Samara Court in Green Cove Springs, Fl. 32043.

ARTICLE V.

INITIAL MEMBERS

5.1 The names and mailing addresses of the initial members of the Company are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ROBERT E. L. PRYOR	at 2760 Samara Court in Green Cove Springs, Fl. 32043.
JOANNE P. CARTER	at 4212 Harvest Hill Road in Carrollton, Texas 75010

ARTICLE VI.

ADMISSION OF ADDITIONAL MEMBERS

From and after the date of the formation of the Company, no person or entity may become a Member in this Company except as provided in Article VII, 7.2 (iii).

ARTICLE VII.

DISSOCIATION, DISSOLUTION AND TERMINATION

7.1 A person shall cease to be a Member of the Company upon the occurrence of any event specified in the Florida Statutes Section 608.441(a "Dissociation Event").

7.2 The Company shall be dissolved upon the occurrence of any of the following events:

- (i) When the period fixed for the duration of the Company shall expire pursuant to Section 1.2 hereof;
- (ii) by the unanimous written agreement of all Members; or
- (iii) upon the occurrence of the Dissociation Event, unless the business of the Company is continued by the unanimous consent of the Members remaining immediately after the Dissociation Event (the "Remaining Members") and the economic interest owners remaining immediately after the Dissociation Event within ninety (90) days after the Dissociation Event and there are at least two Remaining Members or one Remaining Member and a new Member is admitted.

ARTICLE VIII.

MANAGEMENT

The Company shall be managed by a member-management committee of two members. The operating managers shall be a member of the company. This is a member managed company.

The first operating managers shall be : **ROBERT E. L. PRYOR** and **JOANNE P. CARTER**. These managers shall be entitled to serve until such time as they are replaced at an annual meeting of the members.

ARTICLE IX.

INTERNAL AFFAIRS

9.1 The provisions of Sections 9.2 to 9.5 for the regulation of the business and for the conduct of affairs of the Company and its Members are hereby adopted.

9.2 The initial Operating Agreement of the Company shall be adopted by the initial Members. The power to alter, amend or repeal the Operating Agreement or adopt a new Operating Agreement shall be vested in the Members, which power may be exercised in the manner and to the extent provided in the Operating Agreement. The Operating Agreement may contain any provisions for the regulation of the business and for the conduct of the affairs of the Company, the Members not inconsistent with the Act or these Articles of Organization.

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9.3 The business and affairs of the Company shall be managed by the "management team" to be selected by the members. It shall instruct the Managing Member on the major operating facets of the company, leaving the mundane ordinary day to day activities of the company to the managing member.

9.4 Any contract or other transaction which is fair and reasonable to the Company between the Company and one or more of its Members, or between the Company and any firm of which one or more of its Members are members or employees, or in which they are financially interested, or between the Company and any company or association of which one or more of its Members are shareholders, members, directors, officers, or employees, or in which they are financially interested, shall be valid for all purposes, notwithstanding the presence of the person at the meeting of the Members of the Company and any committee thereof that acts upon, or in reference to, the contract or transaction if either (a) the fact of such interest shall be disclosed or known to the Members, or such committee, as the case may be, and the Members or such committee shall, nevertheless, authorize or ratify the contract or transaction or (b) the fact of such relationship or interest is disclosed to the shareholders entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent. The interested members shall not be counted in determining whether a quorum is present and shall not be entitled to vote on such authorization or ratification. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it. Each and every person who may become a Member of the Company is hereby relieved from any liability that might otherwise arise by reason of his or her contracting with the Company for the benefit of himself or any firm or company in which he or she may be in any way interested.

9.5 The Company reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles of Organization, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the Act, and all rights conferred upon Members at any time are granted subject to this reservation.

ARTICLE X.

INDEMNIFICATION

10.1 In amplification, and not in limitation, of applicable provisions of the Act and other provisions of the Alabama law:

(a) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Company), by reason of the fact that he or she is or was a member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, employee or agent of another company, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, 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 person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director officer, partner, member, employee or agent of another company, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.2 To the extent that a member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

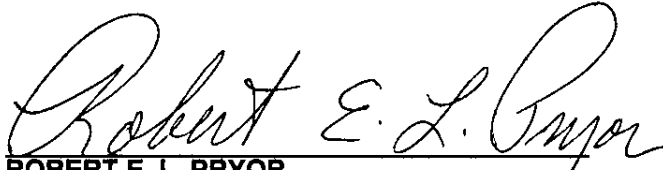
10.3 Any indemnification under Section 10.1 (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the member, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 10.1. Such determination shall be made (i) by the Members by a majority vote of a quorum consisting of members who were not parties to, or who have been wholly successful on, the merits or otherwise with respect to such claim, action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Members so directs, by independent legal counsel in a written opinion, or (iii) by the Members.

10.4 Expenses (including attorney's fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Company in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in Section 10.4 upon receipt of an undertaking by or on behalf of the member, officer, employee or agent to repay such amount if, and to the extent that, it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article.

10.5 The indemnification authorized by this Article shall not be deemed exclusive of, and shall be in addition to, any other rights to which those indemnified may be entitled under any statute, rule of law, provisions of articles of organization, operating agreement, vote of Members or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a manager, officer, employee or agent and shall insure to the benefit of the heirs, executors and administrators of such a person.

10.6 The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article X

IN TESTIMONY WHEREOF, witness the hand and seal of the undersigned members on this 28th day of JULY 2009.

A handwritten signature in cursive script that reads "Robert E. L. Pryor". The signature is written in black ink and is positioned above a horizontal line.

ROBERT E. L. PRYOR
OPERATING MANAGING MEMBER OF
PRYOR & PRYOR-CARTER PROPERTIES, LLC.

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ACCEPTANCE OF REGISTERED AGENT
FOR PRYOR-PRYOR CARTER PROPERTIES, LLC.

Registered agent's address: 2760 Samara Court
Green Cove Springs, Florida 32043

Having been named as registered agent and to accept service of process for the 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, as shown in Chapter 608 of the Florida Statutes, and I am familiar with and accept the obligations of my position as registered agent, as provided for in the Florida Limited Liability Company Act.

DATED: This 11th day of August, 2009.


Name: ROBERT E.L. PRYOR

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