

ARTICLES OF ORGANIZATION
OF
HARRIS PROPERTIES REAL ESTATE HOLDINGS 1, LLC

Pursuant to Ala. Code § 10-12-10 (1975) of the Alabama Limited Liability Company Act, the undersigned hereby adopt the following Limited Liability Company ("L.L.C.") Articles of Organization:

ARTICLE I
NAME

The name of the L.L.C. is **Harris Properties Real Estate Holdings 1, LLC.**

ARTICLE II
DURATION

The period of duration for the L.L.C. is thirty (30) years, unless all the Members unanimously agree in writing to continue the L.L.C. beyond said thirty-year period.

ARTICLE III
PURPOSES

The L.L.C. has been organized for the following purposes:

- (A) To own, lease, manage, sell, purchase, acquire or assign interests in real and personal property.
- (B) To sell, convey, mortgage, encumber, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.
- (C) To engage in any and all other lawful purposes for which limited liability companies can and are organized under the laws of the State of Alabama.

ARTICLE IV
REGISTERED AGENT/OFFICE

The location and mailing address of the initial registered office shall be 75 Spring Loop Road, Columbia, Alabama 35051-4101 and its initial registered agent at such address shall be Rebekah B. Harris.

ARTICLE V
INITIAL MEMBERS

The names and mailing address of the initial Members are:

<u>Name</u>	<u>Address</u>
Rebekah B. Harris	75 Spring Loop Road Columbia, Alabama 35051-4101
Spencer Harris	4327 Garrison Road Panama City, Florida, 32404
Brian Harris	75 Spring Loop Road Columbia, Alabama 35051-4101

ARTICLE VI
ADDITIONAL MEMBERS

Additional Members may be admitted upon obtaining the unanimous written consent of the remaining Members; the payment or provision of a capital contribution and execution of an admission agreement and on the basis of such other criteria as more particularly described in the Operating Agreement..

ARTICLE VII
CESSATION OF MEMBERSHIP AND DISSOLUTION

The cessation of membership of one or more members will not result in the dissolution of the L.L.C.

ARTICLE VIII
MANAGER

The name and mailing address of the initial Manager of the Company is:

Rebekah B. Harris	75 Spring Loop Road Columbia, Alabama 35051-4101
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ARTICLE IV
INDEMNIFICATION

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 proceedings, 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 is or was a director, 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 attorneys' fee), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he 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 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 person did not act in good faith and in a manner which he 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 conduct was unlawful.

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 is or was a director, 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 corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, 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 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 the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. To the extent that a director, 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 this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, notwithstanding that he has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

Any indemnification under this Article shall (unless ordered by a court) be made by the Company only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors 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 (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders of the Company.


Expenses (including attorneys' 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 above upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such

amount if and to the extent it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized in this Article.


The indemnification provided 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, provision in the Company's articles of incorporation, bylaw, agreement, vote of sole Shareholder or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, 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 corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Article.

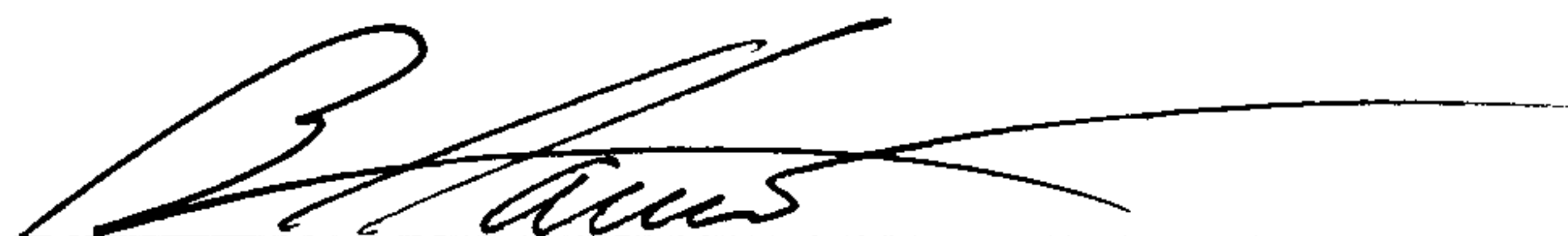
IN WITNESS WHEREOF, the undersigned member has executed these Articles of Organization, on this the 30th day of March, 2007.



Rebekah B. Harris



Spencer Harris



Brian Harris


THE STATE OF ALABAMA)


COUNTY OF MONTGOMERY)

I, the undersigned authority, in and for said state and county, hereby certify that Rebekah b. Harris, Spencer Harris and Brian Harris whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 30th day of March, 2007.

[SEAL]


Notary Public
My Commission Expires: 8-30-08


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Shelby Cnty Judge of Probate, AL
05/29/2007 12:41:56PM FILED/CERT

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