

**ARTICLES OF ORGANIZATION
OF
BAKER FAMILY LAND COMPANY, L.L.C.**

**TO THE HONORABLE JUDGE OF PROBATE
OF SHELBY COUNTY, ALABAMA**

The undersigned, for the purpose of forming a limited liability company (the "Company") pursuant to the provisions of the Alabama Limited Liability Company Act of 1993, Code of Alabama (1975), Section 10-12-1 through Section 10-12-61 (1993 Supplement) (the "Act"), do hereby certify as follows:

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1. **NAME:** The name of the company is:

"BAKER FAMILY LAND COMPANY, L.L.C."

2. **DURATION:** The period of duration of the Company shall be from the date of the filing of these Articles of Organization with the Office of the Judge of Probate for Shelby County, Alabama (the "Filing Date") until the earliest of:

- (a) the fiftieth (50th) anniversary of the Filing Date;
- (b) the written consent of the Members to dissolve the Company pursuant to the Operating Agreement referred to in Paragraph 8 below (the "Operating Agreement");
- (c) the occurrence of an event of disassociation of a Member specified under the Act, unless the legal existence and business of the Company is continued pursuant to the Act and the Operating Agreement;
- (d) the Company merges or consolidates with one or more entities and is not the survivor of such merger or consolidation; or
- (e) the entry of a decree of judicial dissolution under the Act.

3. **PURPOSE:** The Company has been organized to acquire certain real property in Shelby County, Alabama, and to engage in the business of acquisition, management, real property development, sales and rentals. The Company may also transact any other lawful business for which a limited liability company may be formed under the Act but nothing contained herein shall be construed as authorizing the Company to carry on the business of banking or insurance or to act as a trust company.

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4. **POWERS:** The Company shall have and may exercise all power and authority to do all things necessary or convenient to carry out its business and affairs, including, without limitation, the following:

(a) To sue and be sued, complain and defend, in its name.

(b) To purchase, acquire, own, hold, improve, develop, operate, manage, sell, convey, assign, transfer, exchange, release, dispose of, mortgage, encumber, pledge, create security interests in, lease, hire, deal in, and loan or borrow money upon, real and personal property, tangible and intangible, of every kind, character and description, or any interest therein, along or in conjunction with others, or in the name of one or more partnerships, limited liability companies or other entities in which it may constitute one of the partners, members or shareholders.

(c) To apply for, purchase, or acquire by assignment, transfer or otherwise, and hold, mortgage or otherwise pledge, and to sell, exchange, transfer, deal in and with any license, power, authority, concession, right or privilege which any limited liability company may make or grant.

(d) To purchase or otherwise acquire, hold, use, sell, assign, lease, mortgage or in any manner dispose of, and to take, exchange and grant licenses, or other rights therein, in respect of letters patent of the United States or any foreign country, patent rights, formulae, methods, copyrights, trademarks and trade names, know how, and trade secrets, relating to or useful in connection with any business, objects or proposes of the Company.

(e) To acquire, by purchase, subscription or otherwise, and to own, hold, sell and dispose of, exchange, deal in and with stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, mortgages and securities executed by individuals or by any entity in Alabama or any other state or foreign countries, whether public or private, government or municipality or otherwise, and to issue and exchange for all such stocks, bonds, debentures, obligations, evidences or indebtedness, promissory notes, mortgages or securities, notes, bonds or other evidences of indebtedness of the Company, and the Company shall have express power to hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of capital stock, bonds, owned by it and, while the owner thereof, to exercise all the rights, privileges and powers of ownership, including the right to vote thereon, to the same extent as a natural person may do, subject to the limitations, if any, on such rights now or hereafter provided by the laws of Alabama.

(m) To enter into any lawful arrangements for sharing of profits, union of interest, reciprocal concession or cooperation, as partner (general or limited), member, joint venturer or otherwise, with any association, combination,

organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on any business which the Company is authorized to carry on, or any business or transaction deemed necessary, convenient or incidental to the carrying out of any of the purposes of the Company.

(n) To have one or more offices to carry on all of the Company's operations and business without restriction or limit as to amount, in any of the states, districts, territories or possessions of the United States, and in any and all foreign countries, subject to the law of such state, district, territory, possession, or country.

5. **INITIAL REGISTERED OFFICE AND AGENT:** The location and mailing address of the initial registered office of the Company, and the name of its initial registered agent at such address are as follows:

Garry C. Hill, Sr.
6643 Remington Drive
Pelham, Alabama 35124

6. **MEMBERS:** The Company shall initially have one (1) member, whose names and addresses are as follows:

Helen F. Baker
441 Farmingdale Road
Harpersville, Alabama 35078

7. **INITIAL MANAGERS:** The Company is to be managed by one or more Managers. The Company shall initially have two (2) Managers, whose names and addresses are as follows:

Elizabeth A. Darby
P.O. Box 565
Harpersville, Alabama 35078

Garry C. Hill, Sr.
6643 Remington Drive
Pelham, Alabama 35124

The above-mentioned Managers shall serve as such until their successor or successors are elected and qualified pursuant to the Operating Agreement. The powers and authorities of the Managers are as described in the Operating Agreement and the Act.

8. **OPERATING AGREEMENT:** The business of the Company and the relationship of the members are subject to the terms and conditions of that certain Operating Agreement of even date herewith (the "Operating Agreement") by and among all the initial members. A copy of the Operating Agreement is maintained at the Company's principal office.

9. **ADMISSION OF MEMBERS:** Any new member shall be admitted to the Company only upon the terms set forth in the Operating Agreement.

10. **ISSUANCE AND DISPOSITION OF MEMBERSHIP INTERESTS.**

(a) **ISSUANCE OF MEMBERSHIP INTERESTS:** The Company may, from time to time, issue membership interests pursuant to the Operating Agreement and may receive in payment thereof, in whole or in part, cash, services actually performed, real or personal property (tangible or intangible) or a promissory note or other binding obligation to pay cash, convey property or render services.

(b) **RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTERESTS:**
Membership interests shall be transferable only upon such terms and conditions as set forth in the Operating Agreement.

(c) **RIGHTS AND OPTIONS:** Rights or options entitling the holders thereof to purchase membership interests from the Company shall be created and issued by the Company only as set forth in the Operating Agreement.

(d) **ACQUISITION OF MEMBERSHIP INTERESTS:** Any person or entity which shall acquire a membership interest in the Company shall acquire it subject to the provisions of these Articles of Organization and the Operating Agreement. So far as not otherwise expressly provided by the laws of the State of Alabama, the Company shall be entitled to treat the person or entity in whose name any membership interest is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in said membership interest on the part of any other person or entity, whether or not the Company shall have notice thereof.

(e) **CERTIFICATES OF INTEREST:** The Company may issue certificates from time to time to evidence the interests of the members of the Company.

11. **INDEMNIFICATION OF MEMBERS, OFFICERS, EMPLOYEES AND AGENTS:** The Company may indemnify its members, managers and employees to the extent provided by law.

12. **SUBSEQUENTLY ADOPTED LAWS:** Any and every statute of the State of Alabama hereafter enacted whereby the rights, powers and privileges of the holders of membership interests or managers of limited liability companies

organized under the general laws of the State of Alabama are increased, diminished or in any way effected, or whereby effect is given to the action taken by any part but less than all of the holders of membership interests or managers of any such limited liability company, shall apply to this Company and to every manager and holder of membership interests thereof, to the same extent as if such statute had been in force at the date of the making and filing of these Articles of Organization.

13. **AMENDMENT:** The Company reserves the right to amend, alter, change or repeal any provision contained in these Articles of Organization in the manner now or hereafter provided by law, and all rights conferred upon holders of membership interests and managers herein are granted subject to this reservation; provided, however, that no such amendment, alteration, change or repeal shall be effective without approval of a majority of the members on the effective date of such amendment.

IN WITNESS WHEREOF, the undersigned acting as the initial member of the Company, have executed these Articles of Organization on this the 7 day of February, 1996.

Helen F. Baker
Helen F. Baker

Sworn to and subscribed before me the undersigned Notary Public on this the 7 day of February, 1996.

Maria L. Taylor
11/14/96
My Commission Expires

PREPARED BY:

James P. O'Neal
BARNETT, HANES, O'NEAL,
DUFFEE & GARFIELD, L.L.C.

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