This instrument was prepared by:

W. Clark Goodwin
Attorney at Law
Berkowitz, Lefkovits, Isom & Kushner
A Professional Corporation
1600 SouthTrust Tower
Birmingham, Alabama 35203

# ARTICLES OF INCORPORATION OF PHOENIX TURF DEVELOPMENT, INC.

TO THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Alabama Business Corporation Act and any amendment thereto or supplement thereof (hereinafter referred to as the "Act"), does hereby certify as follows:

1. NAME. The name of the Corporation is:

Phoenix Turf Development, Inc.

(hereinafter referred to as the "Corporation").

## 2. <u>PURPOSES</u>.

- (a) The purposes for which the Corporation is organized are to engage in any lawful business, act or activity for which a corporation may be organized under the Act, it being the purpose and intent of this Article to invest the Corporation with the broadest purposes, objects and powers lawfully permitted a corporation formed under the Act; and 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 corporations by the Act and all other applicable laws of the State of Alabama.
- (b) Without limiting the scope and generality of the foregoing, the Corporation shall have the following specific purposes, objects and powers:
- (i) To acquire real property, by purchase, lease or otherwise, to improve and develop the same, and thereon to plant, sow, cultivate and harvest grasses, seedlings, plants and all other things produced from the soil; to engage in general farming for the proper rotation of crops and the maintenance of the ground in a fertile condition; and to develop, raise, grow and cultivate for the purpose of selling and to sell and otherwise deal in grass, turf and sod for commercial and residential use.

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(ii) 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, alone or in conjunction with others, real and personal property, tangible and intangible, of every kind, character and description, or any interest therein.

- (iii) 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 corporation may make or grant.
- (iv) To manufacture, purchase or otherwise acquire, and to hold, own, mortgage, pledge, sell, assign and transfer, exchange or otherwise dispose of, and invest, trade and deal in and with goods, wares and merchandise and personal property of every class and description, wherever situated, whether or not the same specifically pertain to the classes of business specified in this Article; and to own and operate mines, plants, factories, mills, warehouses, yards, merchandise stores, commissaries and all other installations or establishments of whatever character or description, together with the equipment, rolling stock and other facilities used or useful in connection with or incidental thereto.
- (v) To engage in the business of exploiting natural resources, to search, prospect and explore for useful or valuable substances, to acquire and extract such substances, to sell and dispose of such substances, and to refine such substances and manufacture and sell and dispose of products and by-products derived therefrom.
- (vi) 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, licenses and privileges, inventions, improvements, processes, formulae, methods, copyrights, trademarks and trade names, know how, and trade secrets, relating to or useful in connection with any business, objects or purposes of the Corporation.
- (vii) 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 any individual or by any corporation 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 of indebtedness, promissory notes, mortgages or securities, the stock, bonds, debentures or other evidences of indebtedness of the Corporation, and the Corporation shall have express power to hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of capital stock, bonds, debentures, promissory notes, mortgages and securities so acquired 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.

(viii) To endorse, lend its credit to, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or pledge or mortgage all or any part of its properties to secure the payment of the principal and interest, or either, on any bonds, debentures, notes, scrip, coupons, or other obligations or evidences of indebtedness (including the obligations of others for whom it can make guarantees, whether or not a guarantee is made), or the performance of any contract, lease, mortgage, or obligation, of any subsidiary, affiliated or related corporation or any other corporation or association, domestic or foreign, or of any person, firm, partnership or joint venture. Without limiting the generality of the foregoing, the Corporation may:

- (1) make contracts of guarantee and suretyship and indemnity agreements that are necessary or convenient to the conduct, promotion or attainment of the business of the Corporation; and
- make contracts of guarantee and suretyship and indemnity agreements that are necessary or convenient to the conduct, promotion or attainment of the business of (A) an entity that is wholly owned, directly or indirectly, by the Corporation; (B) a person that owns, directly or indirectly, all of the outstanding capital stock of the Corporation; or (C) an entity that is wholly owned, directly or indirectly, by a person that owns, directly or indirectly, all of the outstanding capital stock of the Corporation.
- (ix) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.
- (x) To acquire the good will, rights, assets and properties, and to undertake the whole or any part of the liabilities of any person, firm, association or corporation; to pay for the same in cash, the stock or other securities of the Corporation, or otherwise; to hold, or in any manner dispose of, the whole or part of the property so acquired; to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of any such business.
- (xi) To borrow and lend money, without security, or upon the giving or receipt of such security as the Board of Directors of the Corporation may deem advisable by way of mortgage, pledge, transfer, assignment, or otherwise, of real and personal property of every nature and description, or by way of guaranty, or otherwise, and to enter into revolving credit agreements or other loan agreements of any kind with banks or other financial or institutional investors.
- (xii) To draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, debentures and other negotiable or transferable instruments.

- (xiii) To issue bonds, debentures or other securities or obligations and to secure the same by mortgage, pledge, deed of trust, or otherwise.
- (xiv) To act as agent, jobber, broker or attorney-in-fact in buying, selling and dealing in real and personal property of every nature and description and leases respecting the same and estates and interests therein and mortgages and securities thereon, in making and obtaining loans, whether secured by such property or not, and in supervising, managing and protecting such property and loans and all interests in and claims affecting the same.
- (xv) To purchase, take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of the Corporation's own shares of common or other stock, whether or not redeemable (so far as may be permitted by law), and its bonds, debentures, notes, scrip or other securities or evidences of indebtedness, and to hold, sell, transfer or reissue the same.
- (xvi) To enter into any plan or project for the assistance and welfare of its employees, to lend money and use its credit to assist its employees, and to pay pensions and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans, employee stock ownership plans and other incentive or welfare plans for any or all of the Corporation's directors, officers and employees.
- (xvii) To enter into any lawful arrangements for sharing of profits, union of interest, reciprocal concession, or cooperation, as partner (general or limited), joint venturer, or otherwise, with any person, partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on any business which the Corporation 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 Corporation.
- (xviii) To have one or more offices to carry on all of the Corporation'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 laws of such state, district, territory, possession, or country.
- (xix) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of the Corporation, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise, either alone or in conjunction with any person, firm, association, partnership, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to have and exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that may now or hereafter be applicable or available to the Corporation.
- (c) The foregoing clauses, and each phrase thereof, shall be construed, in their broadest sense, not only as purposes and objects for which the Corporation has been organized, but also as powers of the Corporation in addition to those powers specifically conferred upon the

Corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of such purposes, objects and powers shall not be held to limit or restrict in any manner the powers of the Corporation otherwise granted by law. All words, phrases and provisions in this Article 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. For purposes of these Articles of Incorporation, the term "person" means and includes any individual or entity.

#### 3. SHARES.

- (a) <u>Authorized Shares</u>. The aggregate number of all shares which the Corporation shall have authority to issue is Ten Thousand (10,000) shares, par value of \$0.10 per share.
- (b) <u>Rights, Preferences and Limitations of Shares</u>. The preferences, limitations and rights of the shares of the Corporation are as follows:
- (i) Each outstanding share of stock shall be entitled to one (1) vote in the election or removal of each director to be elected or removed; and the vote of a majority of the outstanding shares of stock shall be required for the election or removal of each director. Any vacancy on the Board of Directors shall be filled by the vote of a majority of the holders of the outstanding stock. Except as otherwise provided herein with respect to the election of directors, each share shall have one (1) vote, and the holders of any such stock shall not be entitled to exercise cumulative voting.
- (ii) To the extent not inconsistent with the foregoing, or with the provisions of the Act or the Constitution of Alabama, the Board of Directors may, from time to time, determine, in whole or in part, the preferences, limitations and relative rights of the shares prior to the issuance of any shares.
- (c) <u>Denial of Shareholder's Preemptive Rights</u>. No shareholder shall be entitled as a matter of right to subscribe for, purchase, or receive any shares of stock, or other securities convertible into stock, of the Corporation which it may issue, or sell, whether such shares are now or hereafter authorized, but all such additional shares of stock or other securities may be issued and disposed of by the Board of Directors to such persons and upon such terms as in its absolute discretion it may deem advisable. No shareholder of any shares of stock shall have any preemptive rights with respect to the issuance of any class of stock, including treasury shares.
- (d) Shareholders' Agreement: Restrictions on Transfer. The Bylaws of the Corporation, an agreement among shareholders of the Corporation, or an agreement between such shareholders and the Corporation may impose restrictions on the transfer or registration of transfer of shares of the Corporation, and notice is hereby given that any such bylaw provision or agreement may exist restricting the transfer or registration of transfer of shares of the Corporation. If such bylaw provision or agreement exists, the restriction on transfer or registration of transfer of shares of the Corporation imposed thereby will be noted conspicuously on the front or back of the certificate or certificates evidencing the shares to which the restriction relates. Even if not so noted, such a restriction is

enforceable against a person with actual knowledge of the restriction. The Corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, of the holders of record of the issued and outstanding shares of the Corporation shall be parties, restricting the transfer of any or all shares upon such reasonable terms and conditions as may be approved by the Board of Directors of the Corporation, and containing such other provisions and agreements between the Corporation and its shareholders, or among the shareholders, as may be permitted by the Act.

- (e) <u>Lien on Shares</u>. The Corporation shall have a lien on its shares for any debt or liability incurred to it by its shareholders on account of subscription obligations of such shareholders for the payment of newly issued shares of the Corporation before notice of transfer of or levy on such shares, which lien may be exercised by cancellation, forfeiture, or public or private sale, upon reasonable notice, of such shares, which remedies are cumulative to an action to enforce payment or other remedies provided by law.
- 4. <u>INITIAL REGISTERED OFFICE AND AGENT</u>. The street address of the initial registered office of the Corporation, and the name of its initial registered agent at such address are as follows:

William A. Wilson, Jr. 156 Oakmont Road Birmingham, Alabama 35244

5. INCORPORATOR. The name and address of the incorporator are as follows:

<u>NAME</u>

ADDRESS

William A. Wilson, Jr.

156 Oakmont Road Birmingham, Alabama 35244

- 6. <u>DIRECTORS</u>.
- (a) Authority of the Board of Directors. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, its Board of Directors, subject to any limitations set forth in these Articles of Incorporation or in an agreement authorized under the Act.
- (b) <u>Number of Directors</u>. The number of directors constituting the initial Board of Directors shall be one (1). After the first meeting of shareholders at which directors are to be elected, the number of directors shall be as set forth in, or as determined in accordance with, the Bylaws. The number of directors may be increased or decreased from time to time by amendment to the Bylaws or in the manner provided for therein; <u>provided</u>, <u>however</u>, that the Board of Directors may not, and only the shareholders may, increase or decrease by more than thirty percent (30%) the number of directors last approved by the shareholders. The Board of Directors shall have the power to fill vacancies in the Board of Directors resulting from an increase in the number of directors.

(c) <u>Initial Board of Directors</u>. The name and address of the person who is to serve as director until the first meeting of shareholders at which directors are to be elected or until his successor shall be elected and qualified is as follows:

NAME ADDRESS

William A. Wilson, Jr.

156 Oakmont Road Birmingham, Alabama 35244

<u>Limitation on Liability of Directors</u>. A director of the Corporation shall have no (d) personal liability to the Corporation or its shareholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (i) the amount of any financial benefit received by a director to which he or she is not entitled; (ii) an intentional infliction of harm on the Corporation or the shareholders; (iii) a violation of Section 10-2B-8.33 of the Act as the same now exists or may hereafter be amended; (iv) an intentional violation of criminal law; or (v) a breach of the director's duty of loyalty to the Corporation or its shareholders. If the Act, or any successor statute thereto, is hereafter amended to authorize the further elimination or limitation of the liability of a director of a corporation, then the liability of a director of the Corporation, in addition to the limitations on liability provided herein, shall be limited to the fullest extent permitted by the Act, as amended, or any successor statute thereto. No amendment to or repeal of this Section (d) shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

#### 7. <u>INDEMNIFICATION</u>.

- (a) In amplification and not in limitation of applicable provisions of the Act:
- Except as provided in subsection (iv) of this Section (a), the Corporation (which (i) term, for purposes of this Article, includes any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction) shall indemnify an individual who is or was a director, officer, employee or agent of the Corporation or an individual who, while a director, officer, employee or agent of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (an "Indemnitee", which term includes, unless the context requires otherwise, the estate or personal representative of such individual) who was, is or has threatened to be made a named defendant or respondent (a "Party") in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (a "Proceeding") because he or she is or was a director, officer, employee or agent of the corporation or, while a director, officer, employee or agent of the corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise,

against the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), all reasonable expenses, including counsel fees, incurred with respect to a Proceeding ("Liability") incurred in the Proceeding if:

- (1) the Indemnitee conducted himself or herself in good faith; and
- (2) the Indemnitee reasonably believed:

- (A) in the case of conduct in his or her Official Capacity (meaning thereby (y) when used with respect to a director, the office of director in the Corporation; and (z) when used with respect to an individual other than a director, the office in the Corporation held by an officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation; "Official Capacity" does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise) with the Corporation, that the conduct was in its best interest; and
- (B) in all other cases that the conduct was at least not opposed to its best interest; and
- (3) in case of any criminal Proceeding the indemnitee had no reasonable cause to believe his or her conduct was unlawful.
- (ii) An Indemnitee is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the Indemnitee to the plan or to participants in or beneficiaries of the plan. An Indemnitee's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and beneficiaries of, the plan is conduct that satisfies the requirement of subsection (i)(2)(B) of this Section (a).
- (iii) The termination of a Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Indemnitee did not meet the standard of conduct described in this Section (a).
  - (iv) The Corporation shall not indemnify an Indemnitee under this Section (a):
  - (1) in connection with a Proceeding by or in the right of the Corporation in which the Indemnitee was adjudged liable to the Corporation; or
  - (2) in connection with any other Proceeding charging improper personal benefit to the Indemnitee, whether or not involving action in his or her Official Capacity, in which the Indemnitee was adjudged liable on the basis that personal benefit was improperly received by him or her.

- (v) Indemnification permitted under this Section (a) in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses, including counsel fees, incurred in connection with the Proceeding.
- (b) The Corporation shall indemnify an Indemnitee who was successful, on the merits or otherwise, in the defense of any Proceeding, or of any claim, issue or matter in such Proceeding, where he or she was a Party because he or she is or was a director, officer, employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against reasonable expenses, including counsel fees, incurred in connection therewith, notwithstanding that he or she was not successful on any other claim, issue or matter in any such Proceeding.
- (c) The Corporation may pay for or reimburse the reasonable expenses, including counsel fees, incurred by an Indemnitee who was a party to a Proceeding in advance of final disposition of the Proceeding if:
  - (1) the Indemnitee furnishes the Corporation a written affirmation of good faith and belief that he or she has met the standard of conduct described in Section (a) above;
  - (2) the Indemnitee furnishes the Corporation a written undertaking, executed personally or on the Indemnitee's behalf, to repay the advance if it is ultimately determined that the Indemnitee did not meet the standard of conduct, or is not otherwise entitled to indemnification under subsection (a)(iv) unless an indemnification is approved by the court under the provisions of the Act; and
  - (3) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article.
- (ii) The undertaking required by subsection (c)(i)(2) above must be an unlimited general obligation of the Indemnitee but need not be secured and may be accepted without reference to financial ability to make repayment.
- (iii) Determinations and authorizations of payment under this Section (c) shall be made in the manner specified in Section (d) below.
- (d) (i) The Corporation may not indemnify an Indemnitee under Section (a) above unless authorized in the specific case after a determination has been made that indemnification of the Indemnitee is permissible in the circumstances because the Indemnitee has met the standard of conduct set forth in Section (a) above.
  - (ii) The determination shall be made:
  - (1) by the Board of Directors of the Corporation by a majority vote of a quorum consisting of directors not at the time Parties to the Proceeding;

- (2) if a quorum cannot be obtained under subsection (i) above, by a majority vote of a committee duly designated by the Board of Directors (in which designation directors who are Parties may participate) consisting solely of two or more directors not at the time Parties to the Proceeding;
  - (3) by special legal counsel;

- (A) selected by the Board of Directors or committee in the manner prescribed in subsection (i) or (ii) above; or
- (B) if a quorum of the Board of Directors cannot be obtained under subsection (i) and a committee cannot be designated under subsection (ii), selected by a majority vote of the full Board of Directors (in which selection directors who are Parties may participate); or
- (4) by the shareholders, but shares owned or voted under the control of Indemnitees who are at the time Parties to the Proceeding may not be voted on the determination. A majority of the shares that are entitled to vote on the transaction by virtue of not being owned by or under the control of such Indemnitees constitutes a quorum for the purpose of taking action under this Section (d).
- (iii) Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection (ii)(3) above to select counsel.
- (e) The Corporation may purchase and maintain insurance, or furnish similar protection (including but not limited to trust funds, self-insurance reserves or the like), on behalf of an individual who is or was a director, officer, employee or agent of the Corporation, who, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against Liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee or agent, whether or not the Corporation would have the power to indemnify him or her against the same Liability under Sections (a) or (b) above.
- Any indemnification, or advance for expenses, authorized under this Article shall not be deemed exclusive of and shall be in addition to that which may be contained in the Corporation Bylaws, a resolution of its shareholders or Board of Directors, or in a contract or otherwise.
- (g) This Article does not limit the Corporation's power to pay or reimburse expenses incurred by an Indemnitee in connection with the Indemnitee's appearance as a witness in a Proceeding at a time when he or she has not been made or named defendant or respondent to the Proceeding.

## 8. BYLAWS: AMENDMENT OF ARTICLES.

- (a) <u>Bylaws</u>. The initial Bylaws of the Corporation shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors, which power may be exercised in the manner and to the extent provided in the Bylaws; provided, however, that the Bylaws so altered, amended or repealed by the Board of Directors may be altered, amended or repealed by the shareholders; and provided further, that the Board of Directors may not alter, amend or repeal any bylaw or resolution that was adopted by the shareholders and specifically provides that it cannot be altered, amended or repealed by the Board of Directors. The Bylaws may contain any provision for the regulation of the business and affairs of the Corporation that is not inconsistent with law or these Articles of Incorporation.
- (b) <u>Amendment of Articles</u>. The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed or permitted by the Act, and all rights conferred upon officers, directors and shareholders herein are granted subject to such reservation. Any such amendment for which voting by voting group is required by the Act shall be effective only if each voting group approves in addition to approval of all shareholders entitled to vote.
- 9. <u>SUBSEQUENTLY ADOPTED CORPORATION LAWS</u>. Any and every statute of the State of Alabama hereinafter enacted whereby the rights, powers and privileges of the shareholders of corporations organized under the general laws of the State of Alabama are increased, diminished or in any way affected, or whereby effect is given to the action taken by any part but less than all of the shareholders of any such corporation, shall apply to the Corporation and to every shareholder 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 Incorporation.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name to these Articles of Incorporation on this the day of July, 1997.

William A. Wilson, Jr.

# STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Phoenix Turf Development, Inc.

This domestic corporation name is proposed to be incorporated in Shelby County and is for the exclusive use of Bill Wilson, PO Box 101504, Irondale, AL 35210 for a period of one hundred twenty days beginning June 18, 1997 and expiring October 17, 1997.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

June 18, 1997

Date

Jim Bennett

**Secretary of State** 

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