

**ARTICLES OF ORGANIZATION  
OF  
G H CONSTRUCTION, LLC**

**BRYAN BRODERICK**, a resident of the State of Alabama, and **DAVID GREEN**, a resident of the State of Alabama, hereby form a limited liability company (the "Company") under the Alabama Limited Liability Company Act, Section 10-12-1, et seq., Code of Alabama (1994 Cumulative Supplement), as amended by Act No. 97-920 (collectively the "Act"), and have authorized **DAVID B. RINGELSTEIN II** (the "Organizer") to execute and file these Articles pursuant to the Act.

1. NAME OF COMPANY. The name of the Company is:

**G H CONSTRUCTION, LLC**

2. COMPANY OPERATING AGREEMENT. The affairs of the Company, the conduct of its business, and the relations of its Members, are regulated and established under the Operating Agreement dated contemporaneously with these Articles by and between the Members as the same may be amended from time to time in accordance with its terms (the "Operating Agreement"). Capitalized terms used but not defined in these Articles are defined in the Operating Agreement.

3. PERIOD OF DURATION. The period of the Company's duration shall be from the Filing Date until the fiftieth (50th) anniversary of the Filing Date, provided that the Company shall be dissolved, and its affairs shall be wound up, upon the occurrence of any of the following events:

- (a) The written consent of all Members to dissolve the Company;
- (b) The occurrence of any Cessation Event, unless a Majority of the remaining Managers continue the legal existence and business of the Company.
- (c) If the Company is not the successor in any merger or consolidation with one or more limited liability companies or other entities; and
- (d) The entry of a decree of judicial dissolution under the Act.

4. COMPANY PURPOSE. The principal business and purpose of the Company are to engage in the ownership and operation of a construction business and to provide any and all ancillary business activities associated therewith.

5. INITIAL REGISTERED OFFICE. The location and mailing address of the initial Registered Office of the Company is 1214 Navajo Trail, Alabaster, Alabama 35007. The name of the Company's initial registered agent at such address is David Green.

6. INITIAL MEMBERS. The names and mailing addresses of the initial Members of the Company are as follows:

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NAME

ADDRESS

Bryan Broderick

1214 Navajo Trail  
Alabaster, Alabama 35007

David Green

1214 Navajo Trail  
Alabaster, Alabama 35007

7. ADDITIONAL AND SUBSTITUTE MEMBERS. Any additional or substitute Members shall be admitted to the Company only in accordance with the terms set forth in the Operating Agreement.

8. NO VOLUNTARY DISSOCIATION. As authorized under the Act, the Operating Agreement contains provisions to the effect that a Member has no power to dissociate by voluntary act from the Company.

9. CESSATION OF MEMBERSHIP. The cessation of membership of one or more Members will result in the dissolution of the Company only if (i) there is no remaining Member following such cessation of membership and (ii) the legal existence and business of the Company is not continued pursuant to Paragraph 3(b) of these Articles.

10. MANAGEMENT OF THE COMPANY. Management of the Company is vested in its initial Managers, Brian Broderick and David Green, pursuant to the Act and the Operating Agreement.

11. 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 transferrable 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 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 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, 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.

12. INDEMNIFICATION OF MEMBERS, EMPLOYEES AND AGENTS. The Company may indemnify its Members, employees and agents to the maximum extent provided by law. The Operating Agreement contains certain mandatory and permissive indemnifications, provisions and procedures concerning the notification and defense of claims in connection therewith.

13. INVESTMENT INTENT.

(a) Member Representations. Each Member does hereby acknowledge, represent and warrant to, and does hereby agree with, the Company as follows:

(i) By reason of such Member's knowledge and experience in financial and business matters, such Member is capable of evaluating the merits and risks of an investment in the company.

(ii) Such Member is acquiring his or its interest in the Company for investment, with the intent of holding the same, and not with a view toward participating, directly or indirectly, in a distribution or resale of such interest, and such interest is being acquired only for his or its own account and not for the account or benefit of any other person.

(iii) Such Member's financial condition is such that he or it is not under any present necessity or obligation to dispose of his or its interest in the Company in order to satisfy any existing or contemplated indebtedness or undertaking.

(iv) Such Member's overall commitment to investments which are not readily marketable is not disproportionate to his or its net worth, and such Member's investment in the Company will not cause such overall commitment to become excessive.

(v) Such Member has adequate means of providing for current needs and contingencies and has no need for liquidity in an investment in the Company. Accordingly, such Member can bear the economic risk of an investment in the Company.

(b) No Securities Registration. The interest being acquired by such Member has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and such interest shall be held indefinitely unless subsequently registered under such laws or unless, in the opinion of counsel satisfactory to the Company, a transfer may be effected without registration thereunder. Accordingly, the Company shall place a legend on any certificate evidencing such Member's interest to such effect, and shall issue stop transfer instructions to the Company's transfer agent, if any, with respect to its interests, or, if the Company transfers its own interests, shall make a notation in the appropriate records of the Company.



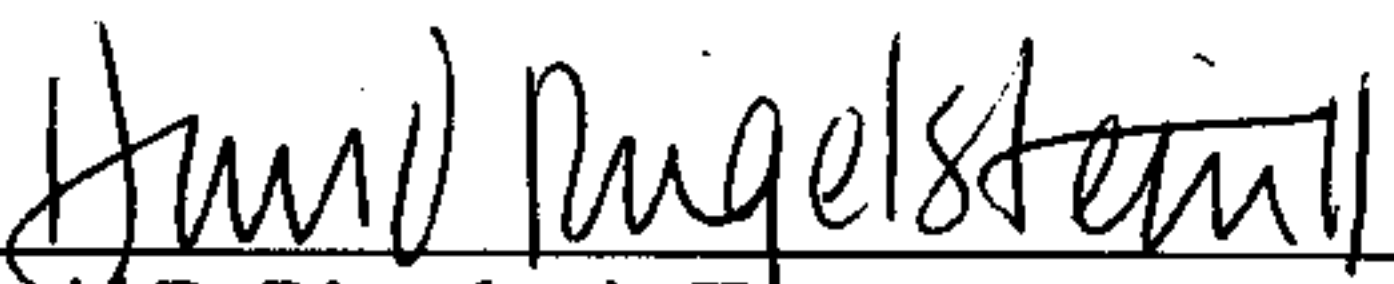
(c) Member Indemnities. Each Member does hereby indemnify and hold harmless the Company and each other Member from and against any and all liabilities, costs, damages and expenses reasonably incurred by each indemnified Member which result from any misrepresentation of any of the foregoing by such indemnifying Member or any inaccuracy in any of the foregoing.

14. 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 of limited liability companies 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 holders of membership interests of any such limited liability company, shall apply to this Company and to every 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.

15. 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 herein are granted subject to this reservation; provided, however, that no such amendment, alteration, change or repeal shall be effective without approval of the Members, pursuant to the Operating Agreement.

16. EXECUTION BY ORGANIZER. David B. Ringelstein II (the "Organizer") is authorized to execute documents in connection with the formation of the Company and has executed these Articles as Organizer, pursuant to §10-12-13(a)(1), §10-12-13(c) and §10-12-14(b) of the Act.

IN WITNESS WHEREOF, the undersigned, acting as the Organizer of the Company has executed these Articles of Organization effective as of the 9th day of January, 2001.

  
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David B. Ringelstein II

STATE OF ALABAMA     )

SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David B. Ringelstein II, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

**GIVEN** under my hand and official seal this the 9<sup>th</sup> day of January, 2001.

Lea Ann Atkins  
Notary Public

My Commission Expires:  
My Commission Expires November 20, 2004

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