

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**ARTICLES OF ORGANIZATION  
FOR**

**RIVER REGIONS, LLC**  
A Domestic Limited Liability Company

Inst # 2001-06970

The undersigned hereby adopts the following Limited Liability Company Articles of Organization pursuant to the Alabama Limited Liability Company Act, Section 10-12-1, *et seq.*, Code of Alabama 1975, for the company **River Regions, LLC** (hereinafter referred to as "the Company").

**ARTICLE I**

**NAME** – The name of the Company shall be **River Regions, LLC**.

**ARTICLE II**

**DURATION** – The period of duration is perpetual. The Company shall continue in existence until it is dissolved in accordance with the provisions of the Operating Agreement, or, if there is no Operating Agreement or no provision of the Operating Agreement governing the duration of the Company, then in accordance with the Alabama Limited Liability Company Act, Title 10, Article 12, Code of Alabama, 1975, or other applicable law.

**ARTICLE III**

**PURPOSES** – The Limited Liability Company has been organized for the following purposes: To purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in and with real and personal property, or an interest in it, wherever situated, and to engage in the transaction of any other lawful business for which limited liability companies may be organized under the laws of the State of Alabama, including, but not limited to:

- (a) initiate and defend suit in its name;
- (b) purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real and personal property, or an interest in it, wherever situated;
- (c) sell, convey, mortgage, encumber, pledge, lease, exchange, transfer and otherwise dispose of all or part of its property and assets;
- (d) lend money to and otherwise assist its Members;
- (e) purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of and otherwise use and deal in and with shares or other interests in or obligations of domestic or foreign limited liability companies, corporations, associations, general or limited partnerships, or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality thereof;
- (f) make contracts, guarantees, and indemnity agreements and incur liabilities; borrow money at those rates of interest as the Company may determine; issue its notes, bonds and other obligations and secure any of its obligations by mortgage, pledge of or creation of security interest in, all or any of its property, franchises or income; make contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion or attainment of the business of the contracting company and of a corporation of which the majority of the outstanding stock is owned directly or indirectly, by the contract company; or make other contracts of guaranty or suretyship which are necessary or convenient to the conduct, promotion or attainment of the business of the contracting company or any interest therein not inconsistent with the provisions of the Constitution of Alabama as it may be amended from time to time;

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(g) lend money for any lawful purpose, invest or reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned or invested;

(h) conduct its business, carry on its operations and have and exercise the powers granted by Title 10, Article 12, Code of Alabama, 1975, in any state, territory, district or possession of the United States or in any foreign country;

(i) elect or appoint managers and agents of the Company and define their duties and fix their compensations, if any;

(j) make and alter the Operating Agreement, if any, not inconsistent with these Articles of Organization or with the laws of the State of Alabama for the administration and regulation of the affairs of the Company;

(k) make donations for the public welfare or for charitable, scientific or educational purposes;

(l) transact any lawful business which the managers or Members find will be in aid of governmental policy;

(m) pay pensions and establish pension plans, pension trusts, profit sharing plans and other incentive plans for any or all of its managers, employees, former managers or former employees;

(n) indemnify a Member, manager or employee or former Member, manager or employee of the Company against expenses actually and reasonably incurred in connection with the defense of an action, suit or proceeding, civil or criminal, in which the Member, manager, or employee is made a party by reason of being or having been a Member, a manager or employee of the Company, except in relation to matters as to which the Member, manager or employee is determined in the action, suit or proceeding to be liable for negligence or misconduct in the performance of duty; to make any other indemnification that is authorized by these Articles of Organization, the Operating Agreement, if any, or by a resolution adopted by the Member or Members after notice (unless notice is waived); to purchase and maintain insurance on behalf of any person who is or was a Member, manager, or employee of the Company against any liability asserted against and incurred by the Member, manager or employee in any capacity or arising out of the Member's, manager's, or employee's status as such, whether or not the Company would otherwise have the power to indemnify the Member, manager or employee against the liability under the provisions of Title 10, Article 12, Section 4(n), Code of Alabama, 1975;

(o) cease its activities and wind up its affairs in accordance with the provisions of the Operating Agreement, if any or, if no provision in the Operating Agreement addresses the matter or if there is no Operating Agreement, then in accordance with Title 10, Article 12 of the Code of Alabama, 1975;

(p) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Company is organized;

(q) become a member of a general partnership, limited partnership, joint venture or similar association, or any other limited liability company; and

(r) be a promoter, incorporator, general partner, limited partner, member, associate or manager of any corporation, partnership, limited partnership, limited liability company, joint venture, trust or other enterprise.

#### **ARTICLE IV**

**REGISTERED AGENT/OFFICE** – The location and street address of the initial registered office shall be 35 Dogwood Drive, Calera, Alabama 35040 and its registered agent at such address shall be William M. Schroeder, Jr.

#### **ARTICLE V**

**INITIAL MEMBERS** – The names and addresses of the initial Members are: William M. Schroeder, Jr., 35 Dogwood Drive, Calera, Alabama 35040 and Tucker Robinson, 196 Otter Track Road, Wetumpka, Alabama 36092.

## ARTICLE VI

**ADDITION OF MEMBERS** – The initial Members of the Company may admit additional members at such times and upon such terms and conditions as may be agreed upon by the Company, Members and the additional members.

## ARTICLE VII

**MEMBER RESIGNATION, RETIREMENT OR DEATH** – The Members of the Company shall have the right to continue the business of the Company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member of the Company if there is at least one remaining Member.

## ARTICLE VIII

**MANAGEMENT** – The management of the Company shall be vested with the Members and they shall have equal right and authority to manage the business or affairs of the Company and to make all decisions with respect thereto subject to any provisions in the Operating Agreement, if any, restricting or enlarging the management rights and duties of any person or group or class of persons.

Specifically, any one of the initial Members is authorized for and in the name of the Company, from time to time, to execute and deliver notes, loan agreements, leases and other instruments evidencing indebtedness to a lender (including without limitations, renewals, extensions and amendments relating to such instruments or indebtedness) and to convey, assign, transfer, pledge, mortgage, grant a security interest in or otherwise hypothecate and deliver by such instruments as the lender deems necessary, any property of the Company, including real and personal and choses in action, required by the Lender to secure the payment thereof; to discount with, assign or sell to the lender, conditional sales contracts, notes, acceptances, drafts, receivables, leases and other indebtedness payable to the Company, upon such terms as the lender may agree upon, and to indorse in the name of the Company all documents or instruments relating to such indebtedness so discounted, assigned or sold, and to guarantee payment thereof to the lender; to guarantee the indebtedness of any third-party to the lender, and to convey, assign, transfer, pledge, mortgage, grant a security interest in, or otherwise hypothecate and deliver by such instruments as the Lender deems necessary, any property of the Company, including real and personal property and choses in action, required by the lender to secure the payment thereof and to perform all acts and execute and deliver all documents and instruments deemed necessary to carry out the purposes of this resolution.

## ARTICLE IX

**LIABILITY OF MEMBERS** – The Members of the Company shall have no liability for any debt, obligation or liability of the Company as provided in the Alabama Limited Liability Company Act.

IN WITNESS WHEREOF, these Articles of Organization have been executed on this the 26<sup>th</sup> day of February, 2001 by the undersigned.

  
William M. Schroeder, Jr.

  
Tucker Robinson

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(INITIAL MEMBERS)

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