

**THE LIMITED LIABILITY COMPANY  
ARTICLES OF ORGANIZATION OF  
AMERICAN PLANT SERVICES, L.L.C.**

Pursuant to the Provisions of CODE OF ALABAMA § 10-12-1 *et seq.* (1975), known as the "Alabama Limited Liability Company Act," the undersigned hereby adopts the following Limited Liability Company Articles of Organization.

**ARTICLE I**

**Name**

The name of the limited liability company shall be American Plant Services, L.L.C. (referred to herein as the "Company").

**ARTICLE II**

**Duration**

The Company shall have a perpetual duration from the date of organization until the end of time, unless it is dissolved and its affairs wound up prior to that date in accordance with the Alabama Limited Liability Company Act (the "Act").

**ARTICLE III**

**Purposes**

The purposes for which the Company is formed are:

1. To engage in the business of performing industrial cleaning services;
2. To act as agent, representative, or receiver of any person, firm, corporation, or governmental entity or instrumentality in respect to any lawful undertaking or transaction;
3. To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in or with, real, intellectual or personal property, whether

tangible or intangible, or any interest therein, wherever situated, and to sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of real, intellectual or personal property, or any interest therein;

4. To 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, corporations, associations, partnerships, limited liability companies, individuals, or direct or indirect obligations of governmental entities or of any instrumentality thereof;
5. To lend money, invest and reinvest its funds, and take and hold real, intellectual and personal property, whether tangible or intangible, as security for the payment of funds so loaned or invested;
6. To indemnify a member, manager, or employee, or former member, manager, or employee of the limited liability 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 having been a member, manager, or employee of the limited liability 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 the articles or organization, the operating agreement, or by a resolution adopted by the 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 limited liability company against any liability asserted against and incurred by the member, manager, or employee's status as such, whether or not the limited liability company would have the power to indemnify the member, manager, or employee against that liability under the provisions of this subsection;
7. To cease its activities;
8. To have and exercise all powers necessary or convenient to effect any or all of the purposes for which the limited liability company is organized;
9. To engage in any other lawful act or activity for which limited liability companies may be organized pursuant to the Act.

## **ARTICLE IV**

### **Registered Office; Registered Agent**

The location and street address of the initial registered office of the Company shall be 906 Inverness Cliffs, Birmingham, Alabama 35242. The Company's registered agent at such address shall be Kenneth A. Flatt, Jr.

## **ARTICLE V**

### **Initial Member; Organizer**

The initial members shall also be the organizers. The name and address of the initial members/organizers are:

Kenneth A. Flatt, Jr.  
906 Inverness Cliffs  
Birmingham, Alabama 35242

Deborah K. Flatt  
906 Inverness Cliffs  
Birmingham, Alabama 35242

James Edwin Goins  
144 Deloach Road  
Childersburg, Alabama 35044

## **ARTICLE VI**

### **Manager Management**

The company shall be managed by a manager, who is Kenneth A. Flatt, Jr.

## ARTICLE VII

### Admission of Additional Members

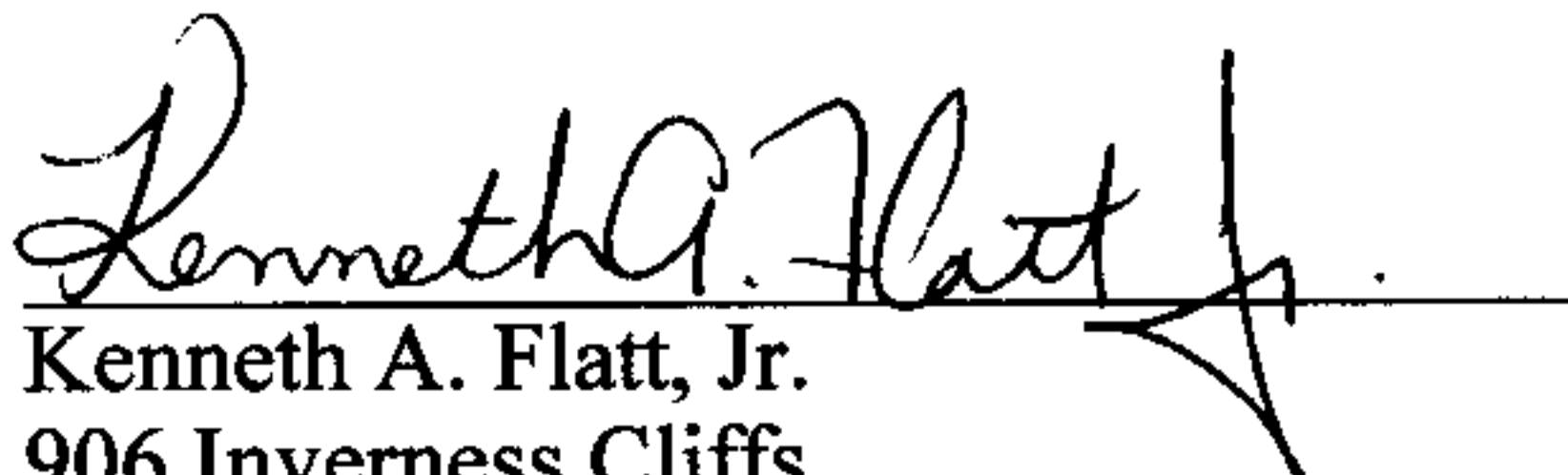
Upon the unanimous written consent of the members, the Company may permit the admission of additional members and the terms and conditions of their admission shall be set forth in an Operating Agreement.


## ARTICLE VIII


### Cessation of Membership

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

IN WITNESS WHEREOF, these Articles have been subscribed as of the 11<sup>th</sup> day of February 2002 by the undersigned members/organizers, who affirm that the statements made herein are true under the penalties of perjury.

  
Kenneth A. Flatt, Jr.  
906 Inverness Cliffs  
Birmingham, Alabama 35242

  
Deborah K. Flatt  
906 Inverness Cliffs  
Birmingham, Alabama 35242

  
James Edwin Goins  
144 Deloach Road  
Childersburg, Alabama 35044

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Page 4 of 4  
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