

**ARTICLES OF ORGANIZATION
OF
G&S, LLC.**

THE UNDERSIGNED, for the purpose of forming a limited liability company (**G&S, LLC.**) Pursuant to the provisions of the Alabama Limited Liability Act, does hereby adopt the following Articles of Organization:

ARTICLE ONE

The name of the company is: **G&S, LLC.**

ARTICLE TWO

The existence of the Company shall commence on the date of the filing of these Articles of Organization in the Office of the Judge of Probate of Shelby County, Alabama, and shall be dissolved upon earlier to occur of (i) the written consent of all the members to dissolve the Company, (ii) as provided in the Operating Agreement, or (iii) as may be required under the LLC Act.

ARTICLE THREE

The purposes for which the company is organized are:

- (A) To own and manage real estate and other investments;
- (B) To enter into, perform and carry out contracts and agreements of every kind and nature, with any person, firm, corporation or other entity, and any State, county, municipal or other governmental body, including all boards, bureaus and agencies thereof;
- (C) The provisions of this Article shall be construed as purposes and objects, and the matters expressed in each provision hereof shall not be limited in any way, except as otherwise expressly provided herein, by reference to or inference from the terms of any other provision hereof, and shall be regarded as independent purposes and objects. The enumeration of specified purposes and objects shall not be construed to exclude, limit or otherwise restrict in any manner any power, right or privilege given to the Company herein or by law, or to limit or restrict in any manner the meaning of the provisions hereof, or the general powers of the Company, nor shall the expression of one thing be deemed to exclude another, although it be of like nature, not expressed;

- (D) To purchase, acquire, lease, own, hold, sell, convey or mortgage and otherwise deal in real estate, property, tenements, and hereitaments, as well as any interest therein, and directly or through the ownership of stock in any corporation, to maintain and improve the same by erecting, constructing, rebuilding, repairing, equipping, any and all kinds of buildings and other structures and erections, and to install therein such furniture and appliances which at any time may be necessary to the conduct thereof;
- (E) To acquire, hold, use, sell, assign, lease , grand licenses in respect of, mortgage or otherwise dispose of letters patent of America or any other foreign country, patent rights, licenses and privileges, inventions, improvements and processed, copyrights, trademarks, and trade names, relating to or useful in connection with any business of the Company;
- (F) To borrow and lend money and to give or take security thereof by way of mortgage, pledge, transfer or assignment of real personal property, of every nature and description;
- (G) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount with any person, firm, association or corporation, town, city, county, state, territory government or government subdivision; and
- (H) To draw, make, accept, endorse, discount, execute, and issue promissory notes, drafts, bills of exchange, warrants, debentures, and other negotiable or transferable instruments.

ARTICLE FOUR

Then name and mailing address of the initial registered agents of the Company are Grant M. Barricklow and Scott Broome, Jr., 150 Commerce Drive, Pelham, Alabama 35124.

ARTICLE FIVE

The names and mailing addressed of the initial members of the Company are as follows:

Grant M. Barricklow
2735 Smyth Road
Vestavia Hills, Alabama 35216

Scott Broome, Jr.
3137 Brookhighland Drive
Birmingham, Alabama 35242

ARTICLE SIX

The name and mailing address of the organizer of the Company are **MARCUS A. JONES, III, MARCUS A. JONES, III, P.C.**, 200 Title Building, 300 North Richard Arrington Blvd, Birmingham, Alabama 35203.

ARTICLE SEVEN

The company shall admit additional members upon only the terms and conditions set forth in the Operating Agreement.

ARTICLE EIGHT

The cessation of membership of one or more members will result in dissolution of the Company if there are no remaining members, unless the legal existence and business of the Company is continued and one or more new members is appointed in the manner provided in the Operating Agreement.

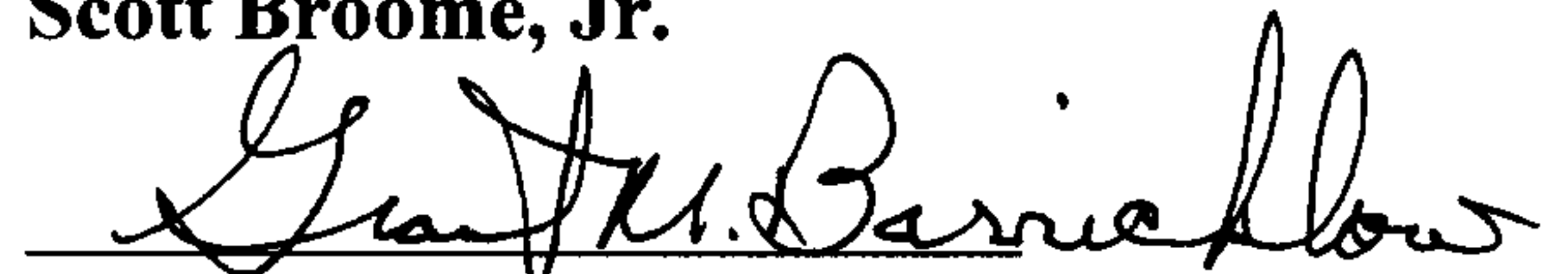
ARTICLE NINE

The Company shall be managed by a Manager or Managers, who shall have the power to manage the business and affairs of the Company as provided in the Operating Agreement of the Company. The name and address of the initial manager are

IN WITNESS WHEREOF, the undersigned organizer hereinbefore named, does hereby make these Articles of Organization and does hereby affirm that the facts stated herein are true, and accordingly does hereunto sign these Articles of Organization this the 4TH day of FEBRUARY, 2004.



Scott Broome, Jr.



Grant M. Barricklow

This instrument was prepared by:
Marcus A. Jones, III
Marcus A. Jones, III & Associates, P.C.
200 Title Building
300 North Richard Arrington Blvd.
Birmingham, Alabama 35203