

93-26817

9316/4063

STATE OF ALABAMA)

JEFFERSON COUNTY)

ARTICLES OF ORGANIZATION
OF
WEATHERLY JOINT VENTURE, L.L.C.

The undersigned two or more persons hereby form a limited liability company under the Alabama Limited Liability Company Act and adopt as the ARTICLES OF ORGANIZATION of such limited liability company the following:

I. The name of the limited liability company:

WEATHERLY JOINT VENTURE, L.L.C.
(the "Company")

II. The period of its duration shall be perpetual.

III. The purpose for which the limited liability company is organized:

The principal purpose of the limited liability company shall be acquire, own, develop, lease and sell real properties. Moreover, the Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Alabama, excluding banking and insurance, including all powers and purposes now and hereafter by law to a limited liability company.

IV. A. The address of the principal place of business in Alabama.

1119 Willow Run Road
Birmingham, Alabama 35209

B. The name and address of the registered agent in Alabama:

Thomas J. Thornton
1119 Willow Run Road
Birmingham, Alabama 35209

V. The total additional contributions, if any, agreed to be made by all Members and the times at which or events upon the happening of which they shall be made.

Inst. # 1993-41435
1 12/28/1993-41435
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Inst # 1993-41435

Additional contributions shall be made at such times and in such amounts as may be unanimously agreed by the Members as provided in the Operating Agreement of the Company.

VI. The right, if given, of the Members to admit additional members, and the terms and conditions of the admission:

Additional members may be admitted at such times and on such terms and conditions as all Members may unanimously agree and as provided in the Operating Agreement of the Company.

VII. The right, if given, of the remaining Members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the limited liability company:

The remaining Members of the company may continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the company upon unanimous agreement and as provided in the Operating Agreement of the company.

VIII. Management of the Company is reserved to the following Managing Members. The names and addresses of the managers are:

Thomas J. Thornton	1119 Willow Run Road Birmingham, AL 35209
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Jack H. Harrison	1855 Data Drive, Suite 105 Birmingham, AL 35244
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The managing members are authorized to sign all checks, deeds, notes, mortgages, contracts, subcontracts and/or other obligations of Weatherly for and on behalf of said company. Both managing members shall sign all such documents. The managing members shall determine when a sector is to be opened and shall handle the day-to-day operation of the business. Both of said managing members must approve of all obligations incurred for the use and benefit of Weatherly.

IX. Any other provision for the regulation of the internal affairs of the limited liability company:

(1) The Company shall indemnify an individual made a party to a proceeding because he is or was a Member, officer, organizer, employee or agent of the Company against liability incurred in the proceeding if:

(a) The individual furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described herein;

undertaking executed personally or on his behalf to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and

(c) A determination is made that the facts then known to those making the determination would not preclude indemnification under the law.

The undertaking required by this paragraph shall be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make repayment.

(3) The indemnification and advance of expenses authorized herein shall not be exclusive to any other rights to which any Member, officer, organizer, employee or agent may be entitled under any by-law, agreement, vote of disinterested Members or otherwise. The ARTICLES OF ORGANIZATION shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled thereto. These ARTICLES OF ORGANIZATION shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.

(4) In addition to the foregoing, the Company shall indemnify and save the organizers harmless for all acts taken by them as organizers of the Company and shall pay all costs and expenses incurred by or imposed upon them as a result of the same, including compensation based upon the usual charges for any time expenditures required of them in pursuit of the defense against any liability arising on the account of acting as organizers or arising on the account of enforcing the indemnification right hereunder, and the Company releases them from all liability for any such act as organizers not involved willful or grossly negligent misconduct.

DATED: 12-3, 19993.

Thomas J. Thornton
Thomas J. Thornton

Jack H. Harrison
Jack H. Harrison

STATE OF ALABAMA)

JEFFERSON COUNTY)

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

B. Lynn McLaughly
Notary Public 7-15-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

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

B. Lynn McLaughly
Notary Public 7-15-95

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

1993 DEC -8 PM 2:22

RECORDED & S. MTC. TAX & S.
DEED TAX HAS BEEN PD. ON THIS INSTRUMENT

George R. Reynolds
JUDGE OF PROBATE

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Inst # 1993-41435

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12/28/1993-41435
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