

STATE OF ALABAMA)
JEFFERSON COUNTY)

ARTICLES OF ORGANIZATION
of
WEATHERLY LANDS, 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 LANDS, L.L.C.
(the "Company")

II. The period of its duration shall be until December 31, 2010.

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

The principal purpose of the limited liability company shall be to 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 granted to a limited liability company.

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

1855 Data Drive, Suite 100
Hoover, Alabama 35244

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

Thomas J. Thornton
1855 Data Drive, Suite 100
Hoover, Alabama 35244

V. The names and mailing address of the initial members of the limited liability company are:

1. Thomas J. Thornton
1855 Data Drive, Suite 100
Hoover, Alabama 35244

Inst # 1995-08852

04/06/1995-08852
10:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 80.00

2. Jack H. Harrison
1855 Data Drive, Suite 100
Hoover, Alabama 35244
3. Patrick A. Thornton
1855 Data Drive, Suite 100
Hoover, Alabama 35244
4. Greg Gilbert
1855 Data Drive, Suite 100
Hoover, Alabama 35244
5. B. Lynn McGaughy
1855 Data Drive, Suite 100
Hoover, Alabama 35244

VI. 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.

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.

VII. 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.

VIII. 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 dissociation 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 dissociation 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.

DATED: the 8th day of March, 1995.

Thomas J. Thornton
Thomas J. Thornton

Jack H. Harrison
Jack H. Harrison

Patrick A. Thornton
Patrick A. Thornton

Greg Gilbert
Greg Gilbert

B. Lynn McGaughy
B. Lynn McGaughy

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 Articles, 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.

Bridget D. Rupert
Notary Public

My Commission Expires: 5-23-98

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 Articles, 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.

Bridget D. Rupert
Notary Public

My Commission Expires: 5-23-98

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that PATRICK A. THORNTON, whose name is signed to the foregoing Articles, 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.

Bridget O. Rupert
Notary Public

My Commission Expires: 5-23-98

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that GREG GILBERT, whose name is signed to the foregoing Articles, 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.

Bridget O. Rupert
Notary Public

My Commission Expires: 5-23-98

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

Bridget O. Rupert
Notary Public

My Commission Expires: 5-23-98

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