

This instrument was prepared by:  
Paul J. Spina, III  
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Inst # 1995-31356

ARTICLES OF ORGANIZATION  
OF  
CBE, L.L.C.

TO THE HONORABLE JUDGE OF PROBATE  
OF SHELBY COUNTY, ALABAMA:

The undersigned, for the purpose of forming a limited liability company (the "Company") pursuant to the provisions of the Alabama Limited Liability Company Act of 1993 (the "Act"), do hereby certify as follows:

1. Name. The name of the Company is:

CBE, L.L.C.

2. Duration. The period of duration of the Company shall be from the date of filing (the "Filing Date") these Articles of Organization with the office of the Judge of Probate of Shelby County, Alabama until the earlier to occur of the following:

- a. the fiftieth (50th) anniversary of the Filing Date;
- b. the written consent of all of the members to dissolve the company;
- c. the occurrence of any Option Event specified in the Operating Agreement referred to in Paragraph 7 below (herein the "Operating Agreement") unless (1) within 90 days thereafter the legal existence of the Company is continued pursuant to the Operating Agreement and (2) the entire Membership Interest of the Affected Member is purchased by the other Members, or by the Company, pursuant to the Operating Agreement;
- d. the Company merges or consolidates with one or more entities and is not the survivor of such merger or consolidation; or
- e. the entry of a decree of judicial dissolution under the Act.

3. Purpose. The Company has been organized to acquire, own, develop, improve, operate, lease, manage, sell, mortgage or encumber real property, alone or in conjunction with

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others, or in the name of one or more partnerships, limited liability companies or other entities in which the Company may constitute one of the partners, members or shareholders and to conduct such other activities that are necessary or advisable in connection with the foregoing purposes.

4. Powers. The Company shall have and may exercise all power and authority to do all things necessary or convenient to carry out its business and affairs, including, without limitation, the following:

- a. To sue and be sued, complain and defend, in its name.
- b. To purchase, acquire, own, hold, improve, develop, operate, manage, sell, convey, assign, transfer, exchange, release, dispose of, mortgage, encumber, pledge, create security interests in, lease, hire, deal in, and loan or borrow money upon, real and personal property, tangible and intangible, of ever kind, character and description, including, without limitation, general partnership interest, limited partnership interests, and interests in limited liability companies, corporations or other entities, or any interest therein, along or in conjunction with others, or in the name of one or more partnerships, limited partnerships, limited liability companies, corporations or other entities in which it may constitute one of the partners, members or shareholders.
- c. To apply for, purchase, or acquire by assignment, transfer or otherwise, and hold, mortgage or otherwise pledge, and to sell, exchange, transfer, deal in and with any license, power, authority, concession, right or privilege which any limited liability company may make or grant.
- d. To purchase or otherwise acquire, hold, use, sell, assign, lease, mortgage or in any manner dispose of, and to take, exchange and grant licenses, or other rights therein, in respect of letters patent of the United States or any foreign country, patent rights, license and privileges, inventions, improvements, processes, formulae, methods copyrights, trademarks and trade names, know how, and trade secrets, relating to or useful in connection with any business, objects or purposes of the Company.
- e. To acquire, by purchase, subscription or otherwise, and to own, hold, sell and dispose of, exchange, deal in and with stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, mortgages and securities executed by any individual or by any entity in Alabama or any other state or foreign countries, whether public or private, government or municipality or otherwise, and to issue and exchange for all such stocks, bonds, debentures, obligations, evidences or indebtedness, promissory notes, mortgages or securities, notes, bonds or other evidences of indebtedness of the Company, and the Company shall have express power to hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of capital stock, bonds, by it and, while the owner thereof, to exercise all the rights, privileges and powers of ownership, including the right to vote thereon, to the same extent as a natural person may do, subject

to the limitations, if any, on such rights now or hereafter provided by the laws of Alabama.

f. To endorse, lend its credit to, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or pledge or mortgage all or any part of its properties to secure the payment of the principal and interest, or either, on any bonds, debentures, notes, scrip, coupons, or other obligations or evidences of indebtedness, or the performance of any contract, lease, mortgage, or obligation, of any subsidiary, affiliated or related corporation or entity or any other corporation, association or other entity, domestic or foreign, or of any person, firm, partnership, limited liability company or joint venture.

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, partnership, limited partnership, limited liability company, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

h. To acquire the good will, rights, assets and properties, and to undertake the whole or any part of the liabilities of any person, firm, entity, association, limited liability company or corporation; to pay for the same in cash or with other assets of or interests in the Company, or otherwise; to hold, or in any manner dispose of, the whole or part of the property so acquired; to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of any such business.

i. To borrow money from any partnership, limited liability company, corporation, entity or person (including, without limitation, any manager or member of the Company and their respective affiliates), without security, or upon the giving of security by way of mortgage, pledge, transfer, assignment, or otherwise, of real and personal property of every nature and description, or by way of guaranty or otherwise, and to enter into revolving credit agreements or other loan agreements of any kind with banks or other financial or institutional investors.

j. To lend money to any partnership, limited liability company, corporation, entity or other person (including, without limitation, any manager or member of the Company, and their respective affiliates), upon the receipt of such security as the managers or members of the Company may deem advisable by way of mortgage, pledge, transfer, assignment or to otherwise, of real and personal property of every nature and description, or by way of guaranty or otherwise.

k. To draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, debentures and other negotiable or transferable instruments.



l. To issue bonds, debentures or other securities or obligations and to secure the same by mortgage, pledge, deed of trust, or otherwise.

m. To act as agent, jobber, broker or attorney-in-fact in buying, selling and dealing in real and personal property of every nature and description and leases respecting the same and estates and interest therein and mortgages and securities thereon, in making and obtaining loans, whether secured by such property or not, and in supervising, managing and protecting such property and loans and all interests in and claims affecting the same.

n. To enter into any lawful arrangements for sharing of profits, union of interest, reciprocal concession or cooperation, as partner (general or limited), member, joint venturer or otherwise, with any person, partnership, corporation, limited liability company, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on any business which the Company is authorized to carry on, or any business or transaction deemed necessary, convenient or incidental to the carrying out of any of the purposes of the Company.

o. To have one or more offices to carry on all of the Company's operations and business without restriction or limit as to amount, in any of the states, districts, territories or possessions of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, possession, or country.

5. Initial Registered Office and Agent. The location and mailing address of the initial registered office of the Company, and the name of its initial registered agent at such address are as follows:

Paul J. Spina, Jr.  
Two Riverchase Office Plaza  
Suite 206  
Birmingham, Alabama 35244

6. Members. The Company shall initially have three (3) members, whose names and addresses are as follows:

<u>Name</u>	<u>Address</u>
Charles Barkley Enterprises, Inc.	% Glenn Guthrie 203 Powell Place Trussville, Alabama 35173
Paul J. Spina, Jr.	Two Riverchase Office Plaza, Suite 206 Birmingham, Alabama 35244

Buck, Ltd., an Alabama  
Limited Partnership

% Paul J. Spina, Jr.  
Two Riverchase Office Plaza, Suite 206  
Birmingham, Alabama 35244

7. Operating Agreement. The business of the Company and the relationship of the members are subject to the terms and conditions of that certain Operating Agreement of even date herewith by and among all of the initial members. A copy of the Operating Agreement is maintained at the Company's principal office.

8. Admission of Members. Any new members shall be admitted to the Company only upon the terms set forth in the Operating Agreement.

9. Issuance and Disposition of Membership Interests.

a. Issuance of Membership Interests. The Company may from time to time issue membership interests pursuant to the Operating Agreement, and may receive in payment thereof, in whole or in part, cash, services actually performed, real or personal property (tangible or intangible), or a promissory note or other binding obligation to pay cash, convey property or render services.

b. Restrictions on Transfer of Membership Interests. Membership interests shall be transferrable only upon such terms and conditions as set forth in the Operating Agreement.

c. Rights and Options. Rights or options entitling the holders thereof to purchase membership interests from the Company shall be created and issued by the Company only as set forth in the Operating Agreement.

d. Acquisition of Membership Interests. Any person or entity which shall acquire a membership interest in the Company shall acquire it subject to the provisions of these Articles of Organization and the Operating Agreement. So far as not otherwise expressly provided by the laws of the State of Alabama, the Company shall be entitled to treat the person or entity in whose name any membership interest is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in said membership interest on the part of any other person or entity, whether or not the Company shall have notice thereof.

e. Certificates of Interest. The Company may issue certificates from time to time evidencing the interests of the members of the Company.

10. Member Managed. Except as may be otherwise provided by law, in these Articles of Organization or in the Operating Agreement, all powers of the Company shall be exercised by the Company's members and the business and affairs of the Company shall be managed under their direction.

11. Security Issues.

a. Each Member does hereby acknowledge, represent and warrant to, and does hereby agree with, the Company as follows:

i. By reason of such Member's knowledge and experience in financial and business matters, such Member is capable of evaluating the merits and risks of an investment in the Company.

ii. Such Member is acquiring his interest in the Company for investment, with the intent of holding the same, and not with a view toward participating, directly or indirectly, in a distribution or resale of such interest, and that such interest is being acquired only for his own account and not for the account or benefit of any other person. Such Member's financial condition is such that he is not under any present necessity or obligation to dispose of his interest in the Company in order to satisfy any existing or contemplated indebtedness or undertaking. Such Member's overall commitment to investments which are not readily marketable is not disproportionate to his net worth, and such Member's investment in the Company will not cause such overall commitment to become excessive. Such Member has adequate means of providing for current needs and contingencies and has no need for liquidity in an investment in the Company. Accordingly, such Member can bear the economic risk of an investment in the Company.

iii. The interest being acquired by such Member has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and such interest shall be held indefinitely unless subsequently registered under such laws or unless, in the opinion of counsel satisfactory to the Company, a transfer may be effected without registration thereunder. Accordingly, the Company shall place a legend on any certificate evidencing such Member's interest to such effect.

b. Each Member does hereby indemnify and hold harmless the Company and each other Member from and against any and all liabilities, costs, damages and expenses reasonably incurred by each indemnified Member which result from any misrepresentation of any of the foregoing by such indemnifying Member or any inaccuracy in any of the foregoing.

12. Indemnification of Members, Officers, Employees and Agents. The Company may indemnify its members, managers and employees to the maximum extent provided by law.

13. Subsequently Adopted Laws. Any and every statute of the State of Alabama hereafter enacted whereby the rights, powers and privileges of the holders of membership interests or managers of limited liability companies organized under the general laws of the State of Alabama are increased, diminished or in any way affected, or whereby effect is given to the



action taken by any part but less than all of the holders of membership interests or managers of any such limited liability company, shall apply to this Company and to every manager and holder of membership interests thereof, to the same extent as if such statute had been in force at the date of the making and filing of these Articles of Organization.

14. Amendment. The Company reserves the right to amend, alter, change or repeal any provision contained in these Articles of Organization in the manner now or hereafter provided by law, and all rights conferred upon holders of membership interests and managers herein are granted subject to this reservation; provided, however, that no such amendment, alteration, change or repeal shall be effective without approval of a majority of the members on the effective date of any such amendment.

IN WITNESS WHEREOF, the undersigned acting as the initial members of the Company, have executed these Articles of Organization on this the 31 day of October, 1995.

CHARLES BARKLEY ENTERPRISES, INC.

By: Glenn A. Guthrie

Its V-Pres/CFO

BUCK, LTD.

By: Paul J. Spina Jr  
Its General Partner

Paul J. Spina Jr  
PAUL J. SPINA, JR.

STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CHARLES BARKLEY ENTERPRISES, INC., whose name is signed to the foregoing Articles of Organization and who is known to me, acknowledged before me on this date that being informed of the contents of the Articles of Organization, executed the same voluntarily on the day the same bears date.

Given under my hand this the 31 day of October, 1995.

  
Notary Public

My commission expires: 3/3/99

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STATE OF ALABAMA     )  
SHELBY COUNTY        )

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

Given under my hand this the 31 day of October, 1995.

  
Notary Public

My commission expires: 3/3/99

STATE OF ALABAMA     )  
SHELBY COUNTY        )

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

Given under my hand this the 31 day of October, 1995.

  
Notary Public

My commission expires: 3/3/99

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