

**ARTICLES OF ORGANIZATION
OF
COLUMBIANA PROPERTIES, L.L.C.**

**ARTICLE I
NAME**

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The name of the limited liability company is Columbiana Properties, L.L.C (hereinafter referred to as (the "Company").

**ARTICLE II
DURATION**

The Company will exist and continue as a limited liability company for a term of years which will begin upon the execution of these Articles of Organization, and will end on December 31 of the year following the expiration of fifty (50) years from the date hereof.

**ARTICLE III
PURPOSE**

3.1 The primary purpose of the Company is to acquire by purchase, lease, or otherwise and to improve and develop real property; to purchase or erect commercial buildings, dwellings, apartment houses, and other buildings, private or public, of all kinds, and to sell or rent the same; to lay out, grade, pave, create roads, streets highways, alleys, courts, paths, walkways, playgrounds and parks and to buy, sell, mortgage, exchange, lease, manage, let, hold for investment, or otherwise use and operate real estate of all kinds, improved or unimproved, and any right or interest therein. Capital, and not services, is to be the material income producing source for the Company.

3.2 The Company may conduct any other business which shall be legal for a limited liability company to conduct under the Alabama Act.

**ARTICLE IV
REGISTERED OFFICE AND AGENT**

The Company's initial registered office shall be at Suite 700, 2101 Highland Avenue, Birmingham, Alabama 35205. The name of the initial registered agent at such address is Scott R. Hinkle.

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ARTICLE V
MEMBERS

The names and mailing addresses of the initial members of the Company are:

Samuel W. Sharp
Suite 700
2101 Highland Avenue
Birmingham, Alabama 35205

Scott R. Hinkle
Suite 700
2101 Highland Avenue
Birmingham, Alabama 35205

ARTICLE VI
ADMISSION OF MEMBERS

A person may be admitted as a Member by the unanimous written consent of the Members, provided that such person consent in writing in a form satisfactory to the Members to be bound by the terms and conditions of the Operating Agreement, such person has agreed in a writing delivered to the Members to assume his pro rata portion of the obligations and undertakings of the transferring Member under this Operating Agreement, and such person has paid to the Company a fee not to exceed five hundred dollars (\$500.00) to cover costs of preparing, executing and recording all pertinent documents, unless said fee is waived by the Members.

ARTICLE VII
CONTINUATION AFTER EVENT OF DISSOCIATION

If there are at least two remaining Members or at least one remaining Member and a new Member is admitted, and within ninety days (90) days after the occurrence of an event of dissociation all of the remaining Members elect in writing to continue the Company, then the business of the Company shall continue.

ARTICLE VIII MANAGEMENT

8.1 The business and affairs of the Company shall be managed by the Members. Without limiting the generality of this Section 8.1, the Members shall have power and authority, on behalf of the Company: (1) To acquire property, provided, that the purchase of any asset in excess of \$5,000 shall require unanimous consent of the Members. (2) Upon a unanimous vote of the Members, to borrow money for the Company from banks, lending institutions, persons, partnerships (general or limited), limited liability company, corporation (including any corporation in which a Member has an ownership interest), the Members or any other source, on such terms as the Members deem appropriate, and in connection therewith, to hypothecate, encumber, and grant security interests in the property of the Company to secure repayment of the borrowed including but not limited to drafts; notes and other negotiable instruments; mortgages, or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property. (3) To purchase liability and other insurance to protect the Company's property and business. (4) To hold and own any Company's real and/or personal properties in the name of the Company. (5) To invest any Company funds (by way of example but not limitation) in time deposits, governmental obligations, commercial paper, mutual funds, stocks, bonds or other investments. (6) Upon a unanimous vote of the Members, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as that disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound, provided, however, that the affirmative vote of the Members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business. (7) Except as otherwise provided in item (6), to execute on behalf of the Company all instruments and documents, including: checks; bills of sale; leases for both real and personal property; and any other instruments or documents necessary to the business of the Company. (8) To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and to compensate them from Company funds. (9) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Operating Agreement or by the unanimous vote of the Members, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniary for any purpose.

8.2 Voting. Each percent of a Member's Membership Interest will have one vote on all matters on which all Members have a vote under this Operating Agreement or by law. The owner of a fraction of a Membership Interest will be entitled to vote such fraction which he owns. For example, a Member with a 35.5 percent Membership Interest in the Company will have 35.5 votes on matters which require the consent or affirmative action of the Members.

Dated this 10th day of October, 1995.

Samuel W. Sharp
Samuel W. Sharp - Member

Scott R. Hinkle
Scott R. Hinkle - Member

State of Alabama - Jefferson County
I certify this instrument filed on:
1995 OCT 10 P.M. 16:02

Recorded and \$		Mtg. Tax
and \$		Deed Tax and Fee Amt.
\$ 36.00	Total \$	36.00

GEORGE R. REYNOLDS, Judge of Probate

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10/10/95
10:10:02
10/10/95
10:10:02
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CERTIFIED COPY

STATE OF ALABAMA
JEFFERSON COUNTY
I, THE UNDERSIGNED, AS JUDGE OF THE COURT OF PROBATE, IN
AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT
THE FOREGOING IS A FULL TRUE AND CORRECT COPY OF THE
INSTRUMENT WITH THE FILING OF SAME AS APPEARS OF RECORD
IN THIS OFFICE IN VOL. 9511 RECORD OF - ON PAGE 1255
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 19 DAY
OF Nov, 19 97

Michael F. Bolen
JUDGE OF PROBATE

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SHELBY COUNTY JUDGE OF PROBATE
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