

**ARTICLES OF ORGANIZATION  
OF**

**BHB PROPERTIES, LLC**

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

The undersigned individuals, pursuant to the Alabama Limited Liability Company Act (Section 10-12-1 et seq. of the Code of Alabama (1975)), as amended (the "Act"), for the purpose of forming a limited liability company with all the rights, interests and privileges relating thereto under the Constitution and laws of the State of Alabama, do hereby adopt the following Articles of Organization:

**ARTICLE I  
NAME**

The name of the limited liability company shall be BHB PROPERTIES, LLC, which shall be hereinafter referred to as the "Company."

**ARTICLE II  
PERIOD OF DURATION**

The period of duration of the Company shall be from the date of filing these Articles of Organization until the dissolution of the Company pursuant to the provisions of the Act or these Articles of Organization.

**ARTICLE III  
PURPOSES**

The purposes for which the Company is formed are to do any and all things hereafter set forth, to the same extent as natural persons in any part of the world, namely:

- (a) Principal Purposes. To engage in the business of owning, operating, leasing and managing real estate, improved or unimproved, (including any personal property related or incidental thereto), and the developing or subdividing of such real estate; and

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(b) Ancillary Purposes. To do everything necessary, proper, advisable or convenient for the accomplishment of the foregoing purposes, and to do and perform all other things incidental to the foregoing purposes that are permitted or not forbidden by the Alabama Limited Liability Company Act, by other applicable law, or by these Articles of Organization for the accomplishment of the purposes herein stated.

(c) All Lawful Purposes. In addition to and not in limitation of the foregoing purpose, to engage in any and all lawful acts or activities that are not forbidden by the Alabama Limited Liability Company Act, by other applicable law or by these Articles of Organization.

#### **ARTICLE IV** **POWERS**

To carry out the purposes hereinabove set forth, the Company shall have and may exercise all the powers conferred on it by the laws of the State of Alabama, including, but not limited to, the following:

To have and exercise all the powers specified or otherwise permitted by the Act;

To enter into, make, perform and carry out, or cancel and rescind contracts for any lawful arrangements for sharing profits or providing pensions to its employees;

To acquire (by purchase, exchange, lease, hire, or otherwise), hold, own, improve, manage, let as lessor, sell, convey or mortgage, either alone or in conjunction with others, real estate of every kind, character, and description whatsoever or any interest therein;

To acquire (by purchase, exchange, lease, hire or otherwise), hold, own, manage, operate, mortgage, pledge, give as security, exchange, sell, deal in and dispose of, either alone or in conjunction with others, personal property, tangible or intangible, and commodities of every kind, character, and description whatsoever or any interest in them;

To acquire (by application, assignment, purchase, exchange, lease, hire or otherwise), hold, own, use, license, lease and sell, either alone or in conjunction with others, the absolute or any partial or qualified interest in and to inventions, improvements, letters patent and applications for them, licenses, privileges, processes, copyrights and applications therefor, trademarks and applications for them, and trade names and applications for them;

To borrow or raise monies from time to time; to execute, accept, endorse, and deliver, as evidence of such borrowing, all kinds of securities, including, but without limiting the generality

thereof, promissory notes, drafts, bills of exchange, bonds, debentures, and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment and performance of the obligations thereunder by mortgage on, pledge of, or other security interest in the whole or any part of the assets of the Company, whether at the time owned or after acquired;

To make donations for the public welfare or for charitable, scientific, or educational purposes;

To indemnify (through insurance or otherwise) any person made a party to any action, suit, or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, is or was a member, manager, officer, or employee of the Company, or of any entity for which he served in such capacity at the request of the Company, against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it, and to reimburse any such person any amount paid upon any judgment or in the reasonable costs of settlement of any such action, suit or proceedings; but to make no indemnification or reimbursement in relation to matters as to which it shall be finally adjudged in this action, suit, or proceeding that the member, manager, officer, or employee is liable for gross negligence or willful misconduct in the performance of duty to the Company.

To do all and everything necessary, suitable, or proper for the accomplishment of any of the enumerated purposes, the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in conjunction with other limited liability companies, corporations, firms or individuals, and to do every act or acts, thing or things, incidental or pertinent to or growing out of or connected with the aforesaid objects, purposes or powers or any of them.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the Company, and the enjoyment and exercise thereof, conferred by the laws of the State of Alabama.

## **ARTICLE V**

### **ADDRESS AND REGISTERED AGENT**

The street address of the initial registered office of the Company is 5236 Harvest Ridge Lane, Birmingham, Alabama 35242, and the initial registered agent at that address is David I. Beauchaine.

## **ARTICLE VI**

### **INITIAL MEMBERS**

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

James E. Brock  
P. O. Box 2  
Camden, Alabama 36726

Suanne B. Beauchaine  
5236 Harvest Ridge Lane  
Birmingham, Alabama 35242

Mary Ann Brock  
P. O. Box 2  
Camden, Alabama 36726

Gerri B. Hendon  
2613 Aimee Drive  
Montgomery, Alabama 36106

David I. Beauchaine  
5236 Harvest Ridge Lane  
Birmingham, Alabama 35242

A. Stuart Hendon  
2613 Aimee Drive  
Montgomery, Alabama 36106

## **ARTICLE VII**

### **ADDITIONAL MEMBERS**

Additional members may be admitted upon unanimous agreement of the then existing members.

## **ARTICLE VIII**

### **DISSOLUTION UPON CESSATION OF MEMBERSHIP**

The Company shall be dissolved when there is no remaining member in the Company unless:

(a) the holders of all of the "financial rights" (as defined in the Act) in the Company agree in writing, within ninety (90) days after the cessation of membership of the last member, to continue the legal existence and business of the Company and appoint one or more members; or

(b) the legal existence and business of the Company is continued, and one or more new members are appointed, in the manner stated in the Operating Agreement.

## **ARTICLE IX**

### **MANAGEMENT**

The Company shall be managed by the Manager. The initial Manager of the Company shall be David I. Beauchaine whose address is 5236 Harvest Ridge Lane, Birmingham, Alabama 35242.



**ARTICLE X  
ORGANIZER**

The Organizer of the Company shall be David I. Beauchaine whose address is 5236 Harvest Ridge Lane, Birmingham, Alabama 35242.


**ARTICLE XI  
LIABILITIES OF MEMBERS**

The members of the Company shall not be liable for or under any judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company.

**ARTICLE XII  
OPERATING AGREEMENT**

An Operating Agreement of the Company shall be executed by the members of the Company and shall set forth all provisions relating to the affairs of the Company and the conduct of its business, to the extent that such provisions are not inconsistent with the laws of the State of Alabama or these Articles of Organization.

IN WITNESS WHEREOF, the undersigned, being the Organizer of this Company, does hereunto subscribe his name as of this 26<sup>th</sup> day of January, 1999.

  
David I. Beauchaine

This instrument prepared by:  
Daniel L. Lindsey, Jr., Esq.  
Rushton, Stakely, Johnston & Garrett, P.A.  
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Montgomery, Alabama 36101-0270  
(334) 206-3251

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