

ARTICLES OF ORGANIZATION

OF

C & S INVESTMENTS, L.L.C.

1. The name of the limited liability company is C & S Investments, L.L.C.
2. The period of its duration shall be perpetual; provided, however, that the limited liability company shall cease to exist upon dissolution of the limited liability company in accordance with Section 10-12-37 of the Alabama Limited Liability Company Act.
3. The purpose for which the limited liability company is organized is the transaction of any and all lawful business for which a limited liability company may be organized under the Alabama Limited Liability Company Act, including, but not limited to, acquiring, holding, managing, owning, improving, renting, leasing, mortgaging, encumbering, selling, exchanging, and otherwise dealing in and with real property, whether improved or unimproved, and investments of every kind and nature, and to do everything necessary, proper, advisable or convenient for the accomplishment of the foregoing purposes and to do all other things incidental to them or connected with them.
4. The location and mailing address of the initial registered office of the limited liability company is 4752 Southlake Parkway, Birmingham, Alabama 35244. The name of its initial registered agent at such address is Chester L. Parker, Jr.
5. The name and address of the initial members of the limited liability company are as follows:

Chester L. Parker, Jr.	4752 Southlake Parkway Birmingham, Alabama 35244
Sherry B. Parker	4752 Southlake Parkway Birmingham, Alabama 35244
6. The name and mailing address of the organizer of the limited liability company are Chester L. Parker, Jr. and 4752 Southlake Parkway, Birmingham, Alabama 35244, respectively.
7. The members of the limited liability company, acting by unanimous written consent thereof, shall have the right to admit additional members (including substitute members) to the limited liability company; provided, however, that if there shall be only one remaining member of the limited liability company, and such member assigns the member's entire membership

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interest (including financial and other rights), the assignee of such membership interest shall be automatically admitted as a substitute member of the limited liability company.

8. Except as specifically required by any non-waivable provisions of Section 10-12-37 of the Code of Alabama (1975), as amended, or as provided in the Operating Agreement of the Company, the cessation of a member's membership in the limited liability company shall not result in the dissolution of the limited liability company. In the event a member ceases to be a member of the limited liability company (whether such cessation is voluntary or involuntary), and such member was at the time of such cessation of membership the only remaining member of the limited liability company, the holders of all the financial rights in the limited liability company may agree in writing to continue the legal existence and business of the limited liability company and to appoint one or more new members.

9. Management of the limited liability company shall be vested in one or more managers to be selected by the members. The initial manager of the limited liability company shall be Chester L. Parker, Jr.

10. (a) No member shall be liable to the limited liability company or any other person, firm or entity for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member on behalf of the limited liability company.

(b) A member shall be fully protected in relying upon the records of the limited liability company and upon such information, opinions, reports, or statements presented to the limited liability company by any person, firm or entity as to matters within the professional or expert competence of such person or entity and who or which has been selected by or on behalf of the limited liability company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the members might properly be paid.

(c) To the extent that, at law or in equity, a member has duties (including fiduciary duties) and liabilities relating thereto to the limited liability company or to any other member, a member acting under these Articles of Organization or the Operating Agreement of the limited liability company as may be in effect from time to time shall not be liable to the limited liability company or to any other member thereof for his reliance on the provisions of these Articles of Organization, the Operating Agreement of the limited liability company as may be in effect from time to time or the Alabama Limited Liability Company Act. The provisions of this Article 10, to the extent that they restrict the duties and liabilities of a member otherwise existing at law or in equity, shall replace such other duties and liabilities of such member.

11. (a) To the fullest extent permitted by applicable law, a member shall be entitled to indemnification from the limited liability company for any loss, damage or claim incurred by such member by reason of any act or omission performed or omitted by such member on behalf of the limited liability company.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a member in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the limited liability company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the limited liability company of an undertaking by or on behalf of the member to repay such amount if it shall be determined that the member is not entitled to be indemnified as authorized in this Article 11.

(c) The limited liability company may purchase and maintain insurance, to the extent and in such amounts as the members shall deem reasonable, on behalf of the members and such other persons or entities as the members shall determine, against any liability that may be asserted against or expenses that may be incurred by any such person or entity in connection with the activities of the limited liability company or such indemnities, regardless of whether the limited liability company would have the power to indemnify such person or entity against such liability under the provisions of this Article 11. The members and the limited liability company may enter into indemnity contracts with any member and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Article 11 and containing such other procedures regarding indemnification as are appropriate.

The undersigned, acting as the Organizer of the limited liability company named herein, and in accordance with the Alabama Limited Liability Company Act, executes these Articles of Organization on this 24th day of January, 2000.



Chester L. Parker, Jr., Organizer

This instrument prepared by:

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2001 Park Place, Suite 1400
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