

This instrument prepared by:

John E. Hagefstration, Jr., Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203-2736

**ARTICLES OF ORGANIZATION
OF
SUMMER PROPERTIES LLC**

Inst # 2001-03219

01/30/2001-03219
09:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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1. The name of the limited liability company is Summer Properties LLC.
2. The period of its duration is perpetual.
3. The purpose for which the limited liability company is organized is the transaction of any or all lawful business for which a limited liability company may be organized under the Alabama Limited Liability Company Act, including, but not limited to, the purchase, sale, development, management, lease and investment in real and personal property, and engaging in any and all actions necessary or incidental to the foregoing.
4. The location and mailing address of the initial registered office of the limited liability company is 111 Hinds Street, Pelham, Alabama 35124 and the name of its initial registered agent at such address is William Bew White, III
5. The name and address of the initial member of the limited liability company are as follows:

<u>Name</u>	<u>Address</u>
Wendy White	111 Hinds Street Pelham, Alabama 35124

6. The members of the limited liability company shall have the right to admit additional members upon unanimous written consent of the members of the limited liability company; provided, however, that so long as there shall be only one member of the limited liability company, an assignee of such sole member of the limited liability company shall be admitted as a substitute member automatically in the event that such sole member's entire membership interest (including financial and other rights) in the limited liability company is transferred (whether upon the death of the sole member of the limited liability company or otherwise) to such assignee.

7. Except as specifically required by any nonwaivable provisions of Section 10-12-37 of the Code of Alabama (1975), as amended, the cessation of the membership in the limited liability company by any member shall not result in the dissolution of the limited liability company.

8. The management of the business and affairs of the limited liability company shall be vested in the Manager(s) as more fully set forth in the Operating Agreement. Except for situations in which the approval of the member is expressly required by nonwaivable provisions of applicable law or by the Operating Agreement, the Manager(s) shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the limited liability company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the company's business on the terms and conditions set forth in the Operating Agreement. The Manager(s) may delegate such general or specific authority to one or more specific Managers and to such other officers, employees or agents of the company as the Manager(s) consider desirable from time to time, and such officers, employees or agents of the company may, subject to any restraints or limitations imposed by the Manager(s), exercise the authority granted to them. There shall initially be one Manager. Each Manager shall, subject to earlier vacation or removal, hold office until such Manager's successor shall have been elected or designated and qualified in accordance with the Operating Agreement. A Manager need not be a resident of the State of Alabama or a member of the company. The name and address of the initial Manager, is as follows:

Name:

William B. White, III

Address:

111 Hinds Street
Pelham, Alabama 35124

9. (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 member 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 (as may be in effect from time to time) of the limited liability company shall not be liable to the limited liability company or to any other member for its reliance on the provisions of these articles of organization, the operating agreement (as may be in effect from time to time) of the limited liability company or the Alabama Limited Liability Company Act. The provisions of this Article 9, 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.

10. (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 10.

(c) The limited liability company may purchase and maintain insurance, to the extent and in such amounts as the member shall, in its sole discretion, deem reasonable, on behalf of the member and such other persons or entities as the member 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 10. The member 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 10 and containing such other procedures regarding indemnification as are appropriate.

The undersigned, acting as the initial member of the limited liability company named herein in accordance with the Alabama Limited Liability Company Act, execute these Articles of Organization this ____ day of January, 2001.

[Signature on the following page.]

Wendy White

Wendy White
As the Member

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