

**ARTICLES OF ORGANIZATION
OF
C&L, LLC**

For purposes of forming a limited liability company under the Alabama Limited Liability Company Act, and any act amendatory thereof, supplementary thereto or substituted therefor (hereinafter referred to as the "Act"), the undersigned hereby adopt the following Limited Liability Company Articles of Organization, and, upon a filing for record of these Articles of Organization in the Offices of the Judge of Probate of Shelby County the existence of a limited liability company (hereinafter referred to as the "Company"), under the name set forth in Article I hereof, shall commence:

**ARTICLE I
NAME**

1.1 The name of the Company shall be C&L, LLC

**ARTICLE II
PERIOD OF DURATION**

2.1 The term of the Company shall be perpetual from the date of the filing of these Articles of Organization with the probate office of the county in which the initial registered office of the Company is located, unless the Company is earlier dissolved in accordance with the operating agreement of the Company or the Alabama Limited Liability Company Act.

**ARTICLE III
PURPOSES, OBJECTS AND POWERS**

3.1 The purposes and objects and powers of the Company are:

(a) To engage in any lawful business, act or activity for which a company may be organized under the Act, it being the purpose and intent of this Article III to vest the Company with the broadest purposes, objects and powers lawfully permitted a company formed under the Act.

(b) To carry on any and all aspects, ordinary or extraordinary, of any lawful business and to enter into and carry out any transaction, ordinary or extraordinary, permitted by law, having and exercising in connection herewith all powers given to companies by the laws of the State of Alabama.

(c) Without limiting the scope and generality of the foregoing, the Company shall have the following specific purposes, objects and powers:

(1) Ownership, development, sales, rental and management of improved

and unimproved real property.

(2) To have and to exercise any and all of the powers specifically granted in the limited liability company laws of the State of Alabama, none of which shall be deemed to be inconsistent with the nature, character or object of the Company, and none of which are denied to it by these Articles of Organization.

(3) To build, manufacture or otherwise process or produce; to acquire, own, manage, operate, improve or deal with; to sell, lease, mortgage, pledge, distribute or otherwise deal in and dispose of, property of every kind and wheresoever situated.

(4) To purchase, lease or otherwise acquire any interest in the properties and rights of any person, firm, company or governmental unit; to pay for the same in cash, evidences of indebtedness or property of this Company or of any other person, firm, company or governmental unit.

(5) To borrow money from any person, firm, company (business, public or non-profit), or governmental unit and to secure any debt by mortgage or pledge of any property of the Company; to make contracts, guarantees, and indemnity agreements and incur liabilities and issue its notes if not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.

(6) To lend money, or aid or extend credit to, or use its credit to assist, any person, firm, company (business, public or non-profit), or governmental unit, including, without limitation, its employees and Members, in accordance with the Act.

(7) To guarantee any indebtedness and other obligations of, and to lend its aid and credit to, any person, firm, company (business, public or non-profit), or governmental unit, and to secure the same by mortgage or pledge of, or security interest in, any property of the Company.

(8) To consolidate, merge or otherwise reorganize in any manner permitted by law; to engage in one or more partnerships, companies and joint ventures as general or limited partner.

(9) To hire or appoint managers, employees and agents and define their duties and fix their compensation.

(10) To make donations for the public welfare or for charitable, scientific, or educational purposes; to transact any lawful business which the Members shall

find to be in aid of governmental policy.

3.2 All words, phrases and provisions appearing in this Article III are used in their broadest sense, are not limited by reference to, or inference from, any other words, phrases or provisions and shall be so construed.

ARTICLE IV
REGISTERED AGENT AND OFFICE

4.1 The address of the Company's initial registered office in Alabama is 2113 Christina Cove, Birmingham, Alabama 35244.

4.2 The name of Company's initial registered agent at that address is Charles A. Bruno.

ARTICLE V
INITIAL MEMBERS

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

<u>NAME</u>	<u>ADDRESS</u>
Charles A. Bruno	2113 Christina Cove Birmingham, AL 35244
Laura M. Bruno	2113 Christina Cove Birmingham, AL 35244

ARTICLE VI
ADMISSION OF ADDITIONAL MEMBERS

From and after the date of the formation of the Company, any person or entity acceptable to the Members by their unanimous vote may become a Member in this Company either by the issuance by the Company of membership interests for such consideration as the Members by their unanimous votes shall determine, or as a transferee of a Member's membership interest, or any portion thereof, as approved by the Members by their unanimous vote, subject to the terms and conditions of these Articles of Organization and the Operating Agreement.

ARTICLE VII
CESSATION, DISSOLUTION AND TERMINATION

7.1 A person shall cease to be a member of the company upon the occurrence of any event specified in the Act or the operating agreement of the Company (a "Cessation Event").

7.2 Upon the cessation of membership of a Member in the Company, if there are no remaining Members, the Company shall be dissolved and the affairs of the Company shall be wound up unless the holders of all the financial rights in the Company agree in writing, within 90 days after the cessation of membership of said last Member, to continue the legal existence and business of the Company and to appoint one or more new members, and 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 of the Company or these Articles of Organization.

**ARTICLE VIII
MANAGEMENT**

8.1 The Company shall be managed by one or more managers, and the names and addresses of the persons or entities who are to serve as managers until their successors are elected and begin serving are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Charles A. Bruno	2113 Christina Cove Birmingham, AL 35244

**ARTICLE IX
ORGANIZER**

9.1 The name and address of the organizer of the Company is as follows:

<u>NAME</u>	<u>ADDRESS</u>
John T. Natter	2101 6 th Avenue North, Suite 700 Birmingham, Alabama 35203

**ARTICLE X
INTERNAL AFFAIRS**


10.1 The initial Operating Agreement of the Company shall be adopted by the initial Members. The power to alter, amend, or repeal the Operating Agreement or adopt a new Operating Agreement shall be vested in the Members, which power may be exercised in the manner and to the extent provided in the Operating Agreement. The Operating Agreement may contain any provisions for the regulation of the business and for the conduct of the affairs of the Company and the Members not inconsistent with the Act or these Articles.

10.2 Any contract or other transaction which is fair and reasonable to the Company between the Company and one or more of its Members, or between the Company and any company or association of which one or more of its Members are shareholders, members, directors, officers,

or employees, or in which they are financially interested, shall be valid for all purposes, notwithstanding the presence of the person at the meeting of the Members of the Company or any committee thereof that acts upon, or in reference to, the contract or transaction if either (a) the fact of such interest shall be disclosed or known to the Members, or such committee, as the case may be, and the Members of such committee shall, nevertheless, authorize or ratify the contract or transaction or (b) the fact of such relationship or interest is disclosed to the Members entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it. Each and every person who may become a Member of the Company is hereby relieved from any liability that might otherwise arise by reason of his or her contracting with the Company for the benefit of himself or any firm or company in which he or she may be in any way interested.

10.3 The Company reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles of Organization, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the Act, and all rights conferred upon Members at any time are granted subject to this reservation.

The undersigned, constituting the organizer of the Company, does hereby execute these Articles of Organization this 7th day of February, 2001.



John T. Natter - Organizer

Inst # 2001-04343

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02/07/2001-04343
09:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CJ1 80.00