

This instrument prepared by:

Timothy M. Fulmer  
Gorham & Waldrep, P.C.  
2101 Sixth Avenue North, Suite 700  
Birmingham, Alabama 35203

ARTICLES OF ORGANIZATION  
OF  
E. W. HOWELL PROPERTIES, LLC

04/12/2002-17277  
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SHELBY COUNTY JUDGE OF PROBATE  
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1. The name of the limited liability company is **E. W. Howell 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 212 Branch Drive, Chelsea, Alabama 35043, and the name of its initial registered agent at such address is Eric W. Howell.
5. The name and address of the initial member of the limited liability company is as follows:

<u>Name</u>	<u>Address</u>
Eric W. Howell	212 Branch Drive Chelsea, Alabama 35043

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 non-waiveable 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. Management of the limited liability company shall be vested in the members.

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 statement presented to the limited liability company by any person, firm or entity as top 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 statement 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.

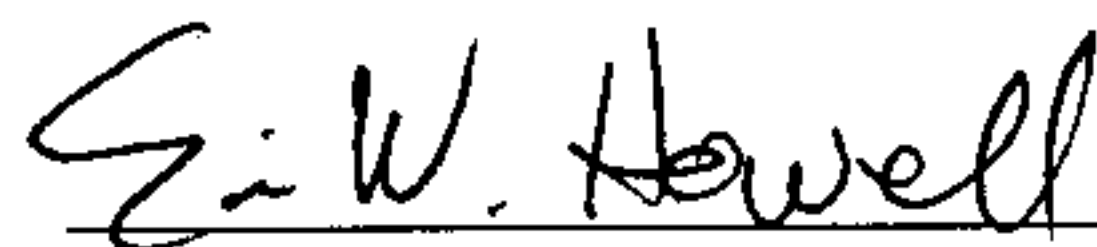
(c) To the extent that, at law or in equity, a member has duties (including fiduciary duties) and liability relating thereto to the limited liability company or to any other member, a member acting under these articles of organization or the operating agreement (as may be in effect from time to time) 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 9<sup>th</sup> day of April, 2002.



Eric W. Howell  
As the Member

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