

ARTICLES OF ORGANIZATION  
OF  
INTEGRATED LANDSCAPES, L.L.C.

I, the undersigned, pursuant to the Alabama Limited Liability Company Act, hereby adopt the following Articles of Organization for a limited liability company:

ARTICLE I  
NAME

The name of the limited liability company is Integrated Landscapes, L.L.C. (The "Company").

ARTICLE II  
DURATION

The Company is organized to exist in perpetuity.

ARTICLE III  
PURPOSE

The Company is organized for the following purposes:

To engage in the process of landscaping, lawn maintenance and other landscape services.

To engage in any and all professional and business activities attendant to the business of landscaping.

To do such other acts and take such other actions not in contravention of law as the members may from time to time deem appropriate.

To purchase, otherwise acquire, hold and sell for investment purposes real and personal property and make other real and personal (or mixed) property investments, of every character and nature and wherever situated, as the members shall determine.

To borrow money and issue notes and other evidences of indebtedness, and to secure the payment of performance of its obligations by mortgage, deeds of trust, pledge, or otherwise.

To lend money with or without security, including but not limited to the security of mortgages, deeds of trust, pledges, or other hypothecations of real and personal property.

To draw, make accept, endorse, discount, execute or issue promissory notes, drafts, bills of exchange, warrants, and other negotiable or transferable instruments.

To enter into and make, perform and carry out contracts of every kind and description made for lawful purposes, without limit as to amount, with any person, firm, association, limited liability company, or corporation, either public or private.

To have one or more offices and to carry on all or any of the objects and purposes herein enumerated, and to conduct the business of the Company in any of the states of the United States of America, the District of Columbia, the territories of the United States, and foreign countries.

To do business under fictitious or assume names; to act as agent or principal; to become a member of a limited liability company, joint venture, association, general or limited partnership, trust, or any other form of business organization, or a stockholder in a corporation by purchase, investment, affiliation or otherwise.

To carry on any other lawful business permitted by Alabama Law and to perform all acts in furtherance thereof.

#### ARTICLE IV REGISTERED AGENT

The location and street address of the initial registered agent(s) of the Company is **3180 F Pelham Parkway Pelham, Al. 35124** and the mailing address of said registered agent(s) is **Post Office Box 1761 Pelham, Al. 35124**. The name(s) of the initial registered agent(s) at such address are **John G. Morrison, II and/or Ron D. Marlow**. (Ron D. Marlow - Attorney Identification Code MAR 111 & John G. Morrison, II – Attorney Identification Code MOR 108) Office No. (205) 620-4556, Facsimile No. (205) 620-6692 and e-mail address of said agent(s) as follows: r.marlow@att.net and j.morrison2@att.net.

#### ARTICLE V INITIAL MEMBER

The name and address of the initial members of the Company are as follows:

<u>Name</u>	<u>Address</u>
<b>James E. Ranson</b> <b>213 Mimosa Circle</b> <b>Hueytown, AL 35023</b>	<b>Christopher P. DeShazo</b> <b>104 Summerchase Drive</b> <b>Birmingham, AL 35216</b>

(205)296-2845

(205) 248-1752

ARTICLE VI  
ADDITIONAL MEMBERS

Additional members may be admitted by the member(s) as provided in the Operating Agreement.

ARTICLE VII  
CONTINUATION

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Company, the remaining member, if any, may continue the business of the Company as provided in the Operating Agreement.

ARTICLE VIII  
MANAGEMENT

The Company shall be managed by one or more managers. The name and address of the manager(s) who shall serve until the first annual meeting of members or until her successors are elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
<u>Name</u>	<u>Address</u>
<b>James E. Ranson</b> <b>213 Mimosa Circle</b> <b>Hueytown, AL 35023</b>	<b>Christopher P. DeShazo</b> <b>104 Summerchase Drive</b> <b>Birmingham, AL 35216</b>



## ARTICLE IX INDEMNITY

**Right to Indemnity.** Every person who was or is a party, or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason the fact that he or a person to whom he is the legal representative is or was a manager or member of the Company, or is or was serving at the request of the Company as a manager of another limited liability company, or as a director, officer or representative in a corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Alabama from time o time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such managers, members or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any operating agreement or other agreement, vote of members, provision of law, or otherwise, as well as their rights under this Article.

**Expenses Advanced.** Expenses of managers and members incurred in defending a civil or criminal action, suit or proceeding by reason of any act or omission of such managers or members acting as a manager or member shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of any undertaking by or on behalf of the manager or member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.

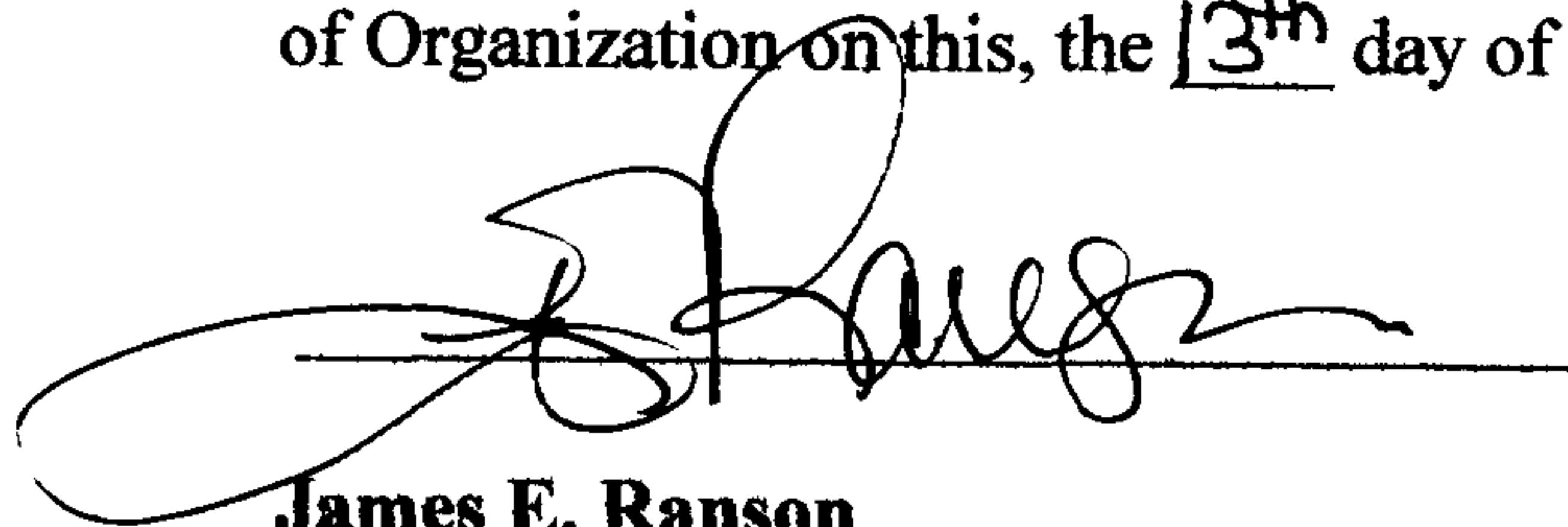
**Operating Agreement; Insurance.** Without limiting the application of the foregoing, the members may adopt a provision in the operating agreement from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Alabama, and may cause the Company to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a manager or member of the Company, or who is or was serving at the request of the Company as a member or manager of another limited liability company, or as its representatives in a corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Alabama, whether or not the Company would have the power to indemnify such person.

The indemnification and advancement of expenses provided in this Article shall continue for a person who has ceased to be a member, manager, employee or agent, and inures to the benefit of the heirs, executors and administrators of such a person.

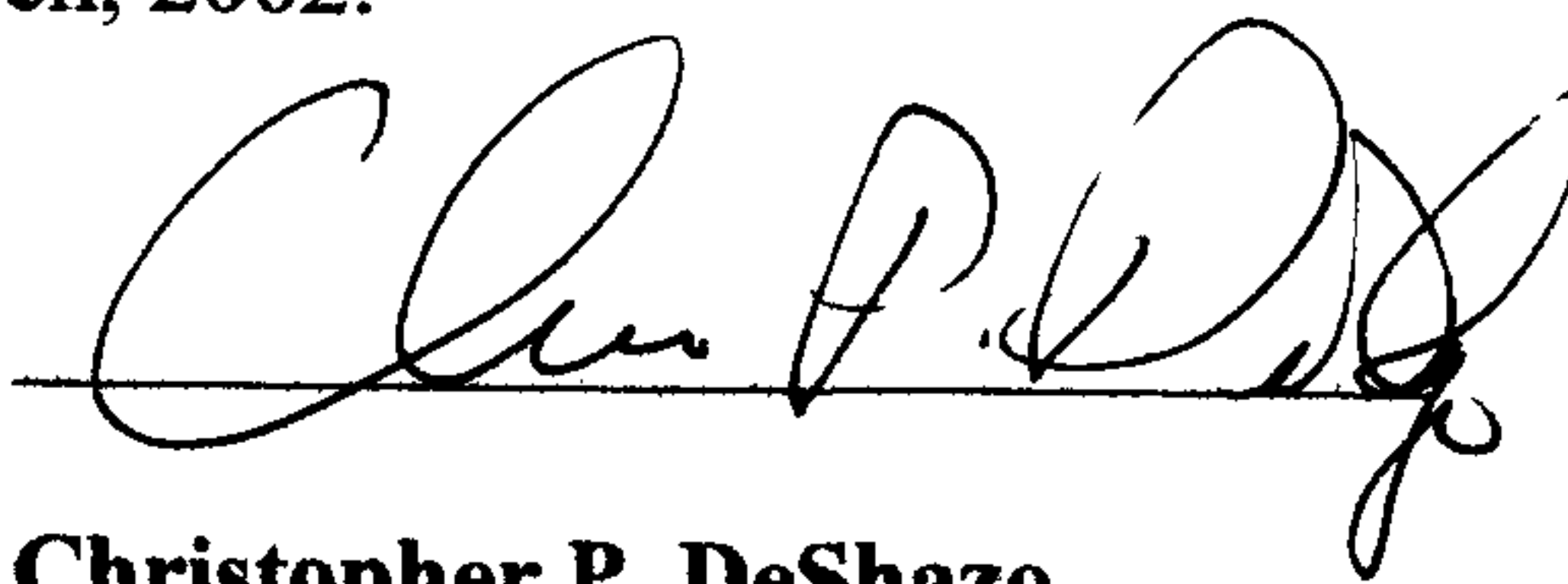
ARTICLE X  
RETURN OF CONTRIBUTIONS

A member may only demand cash in return for his or its contribution to capital, but the Company may require a member to accept cash, property, promissory notes or any combination thereof in return for the member's contribution of capital.

IN WITNESS WHEREOF, the undersigned initial member does hereby execute these Articles of Organization on this, the 13<sup>th</sup> day of March, 2002.



**James E. Ranson**  
**213 Mimosa Circle**  
**Hueytown, AL 35023**

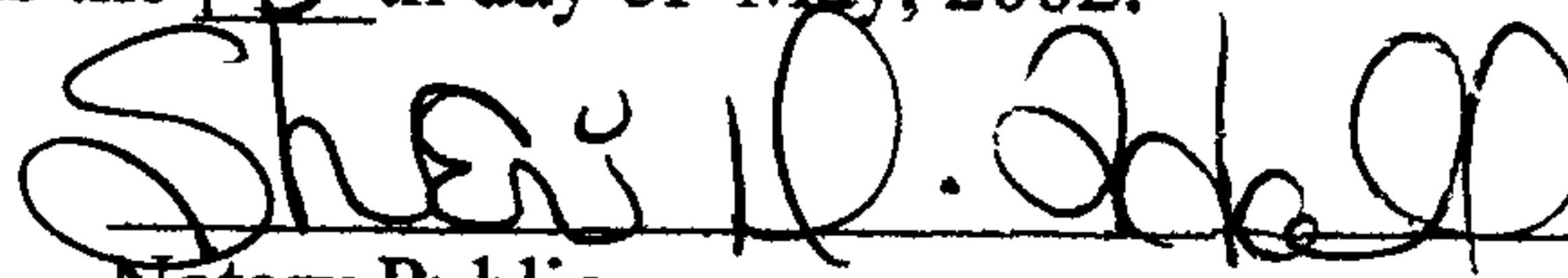


**Christopher P. DeShazo**  
**104 Summerchase Drive**  
**Birmingham, AL 35216**

State Of Alabama     )  
                                      )  
County Of Shelby     )

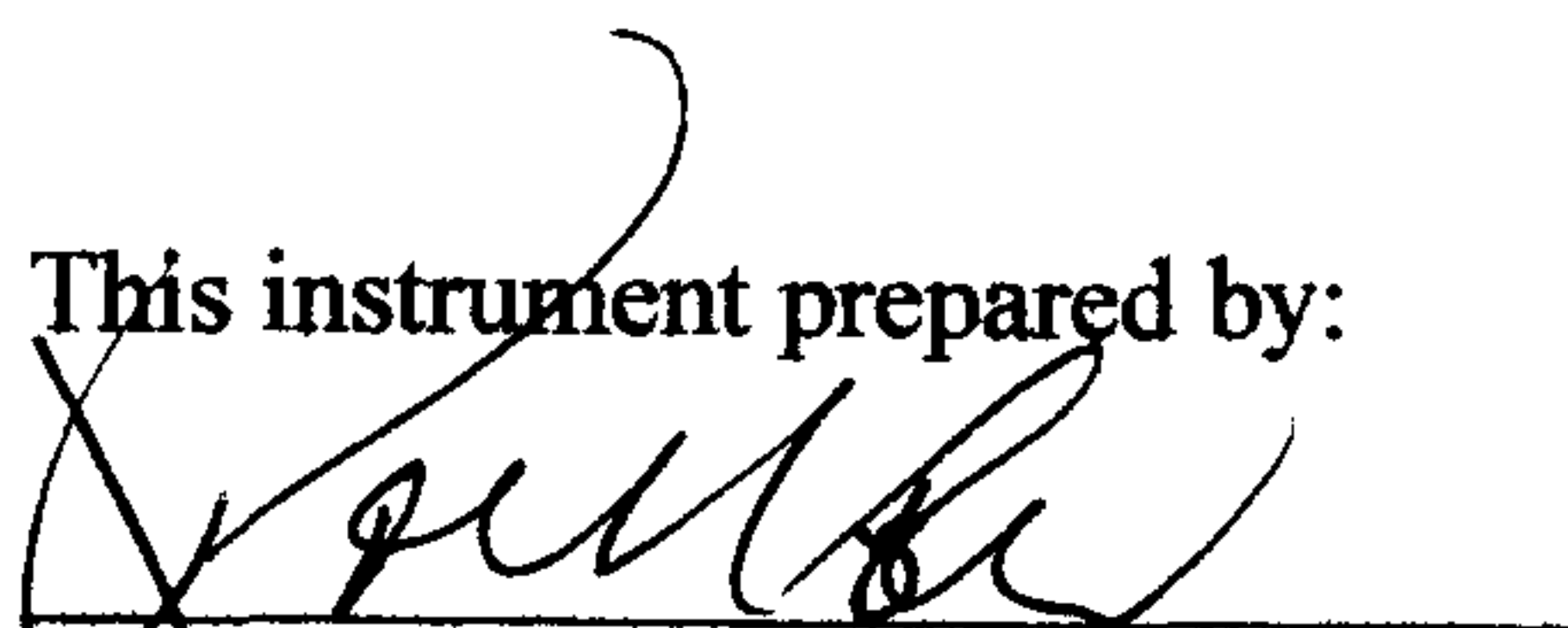
Before me, the undersigned authority, a Notary Public in and for the State Of Alabama at large, hereby certify that James E. Ranson and Christopher P. DeShazo, whose names are signed to the foregoing Articles of Organization, and who are known to me, acknowledged before me on this date that, being informed of the contents of said Articles Of Organization, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13 th day of May, 2002.

  
Notary Public

My commission expires 05/14/2003.

This instrument prepared by:



**Ron D. Marlow**  
**For/The Firm**

**Marlow & Morrison, LLC**

3180 F Pelham Parkway  
P.O. Box 1761  
Pelham, Al. 35124  
Office (205) 620-4556  
Facsimile (205) 620-6792  
[r.marlow@att.net](mailto:r.marlow@att.net)  
[j.morrison2@att.net](mailto:j.morrison2@att.net)

MAR 111  
MOR 108