



STATE OF ALABAMA)

COUNTY OF SHELBY)

**ARTICLES OF ORGANIZATION
OF
B & C EXCAVATING, LLC**

The undersigned organizer hereby forms a limited liability company (the "Company") under the Alabama Limited Liability Company Act (the "Act"), Section 10-12-1, et seq., Code of Alabama (1975), as amended.

1. NAME OF COMPANY. The name of the Company is:

"B & C EXCAVATING, LLC"

2. COMPANY OPERATING AGREEMENT. The affairs of the Company, the conduct of its business, and the relations of its Members are regulated and established under the Operating Agreement of B & C EXCAVATING, LLC, dated contemporaneously herewith, by and between the Members, as the same may be amended from time to time (the "Operating Agreement").

3. PERIOD OF DURATION. The period of the Company's duration shall be from the date of filing these Articles of Organization (the "Filing Date") with the office of the Judge of Probate for Shelby County, Alabama until the fiftieth (50th) anniversary of the Filing Date, provided that the Company shall be dissolved, and its affairs shall be wound up, prior to such anniversary upon the occurrence of such events of dissolution specified in the Operating Agreement.

4. COMPANY PURPOSES. The Company has been organized for the primary purpose of engaging in grading and excavating land. However, the Company is also empowered to engage in any and all lawful business activities for which a limited liability company may be formed under the Act.

5. INITIAL REGISTERED OFFICE AND REGISTERED AGENT. The location and mailing address of the initial registered office of the Company is 1070 County Road 128, Calera, Alabama 35040. The name of the Company's initial registered agent at such address is Roger Dale Blackmon.

6. INITIAL MEMBERS. The names and mailing addresses of the initial Members of the Company are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Roger Dale Blackmon	1070 County Road 128 Calera, AL 35040
Christopher Michael Chapman	1070 County Road 128 Calera, AL 35040

7. ADDITIONAL AND SUBSTITUTE MEMBERS. Any new Members shall be admitted to the Company only in accordance with the terms and conditions set forth in the Operating Agreement. A party may become a substitute Member only in accordance with the terms and conditions set forth in the Operating Agreement.

8. CESSATION OF MEMBERSHIP. As authorized under Section 36 of the Act, the Operating Agreement contains provisions to the effect that a Member has no power to dissociate by voluntary act from the Company, and that a person shall not cease to be a Member of the Company upon the occurrence of any of the various events listed in Section 36(b) of the Act, but only pursuant to the terms of the Operating Agreement.

9. CONTINUATION OF BUSINESS. The cessation of one or more Members will not result in dissolution of the Company, except as may otherwise be provided in the Operating Agreement.

10. MANAGEMENT BY MANAGER. The Manager shall have the power and authority to manage the business and affairs of the Company as provided in the Operating Agreement. The name and address of the manager of the Company, who shall serve from the outset until his successor is elected in accordance with the provisions of the Operating Agreement:

Roger Dale Blackmon

1070 County Road 128
Calera, AL 35040

11. ISSUANCE AND DISPOSITION OF MEMBERSHIP INTERESTS.

(a) Issuance of Membership Interests. The Company may from time to time issue membership interests pursuant to the Operating Agreement, and may receive in payment thereof, in whole or in part, cash, services actually performed, real or personal property (tangible or intangible), or a promissory note or other binding obligation to pay cash, convey property or render services.

(b) Restrictions on Transfer of Membership Interests. Membership interests shall be transferable only upon such terms and conditions as set forth in the Operating Agreement.

(c) Rights and Options. Rights or options entitling the holders thereof to purchase membership interests from the Company shall be created and issued by the Company only as set forth in the Operating Agreement.

(d) Acquisition of Membership Interests. Any person or entity which shall acquire a membership interest in the Company shall acquire it subject to the provisions of these Articles of Organization and the Operating Agreement. Except as the laws of the State of Alabama may expressly provide to the contrary, the Company shall be entitled to treat the person or entity in whose name any membership interest is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in said membership interest on the part of any other person or entity, whether or not the Company shall have notice thereof.

(e) Certificates of Interest. The Company may from time to time issue certificates to evidence the interests of the Members of the Company.

12. INDEMNIFICATION OF MEMBERS, EMPLOYEES AND AGENTS. The Company may indemnify its Members, employees and agents to the maximum extent provided by law.

13. AMENDMENT. The Company reserves the right to amend, alter, change or repeal any provision contained in these Articles of Organization in the manner now or hereafter provided by law, and all rights conferred upon holders of membership interests herein are granted subject to this reservation; provided, however, that no such amendment, alteration, change or repeal shall be effective without approval of the Members as set forth in the Operating Agreement.

14. NAME AND ADDRESS OF THE ORGANIZER. The name and address of the organizer are:

James J. Odom, Jr.
Post Office Box 11244
Birmingham, Alabama 35202-1244

IN WITNESS WHEREOF, the undersigned, acting as the organizer of the Company, has executed these Articles of Organization as of January 13, 2005.

ORGANIZER:



James J. Odom, Jr.

20050119000028820 Pg 3/3 80.00
Shelby Cnty Judge of Probate, AL
01/19/2005 10:28:00 FILED/CERTIFIED

This instrument prepared by:

James J. Odom, Jr., Esq.
Post Office Box 11244
Birmingham, AL 35202-1244