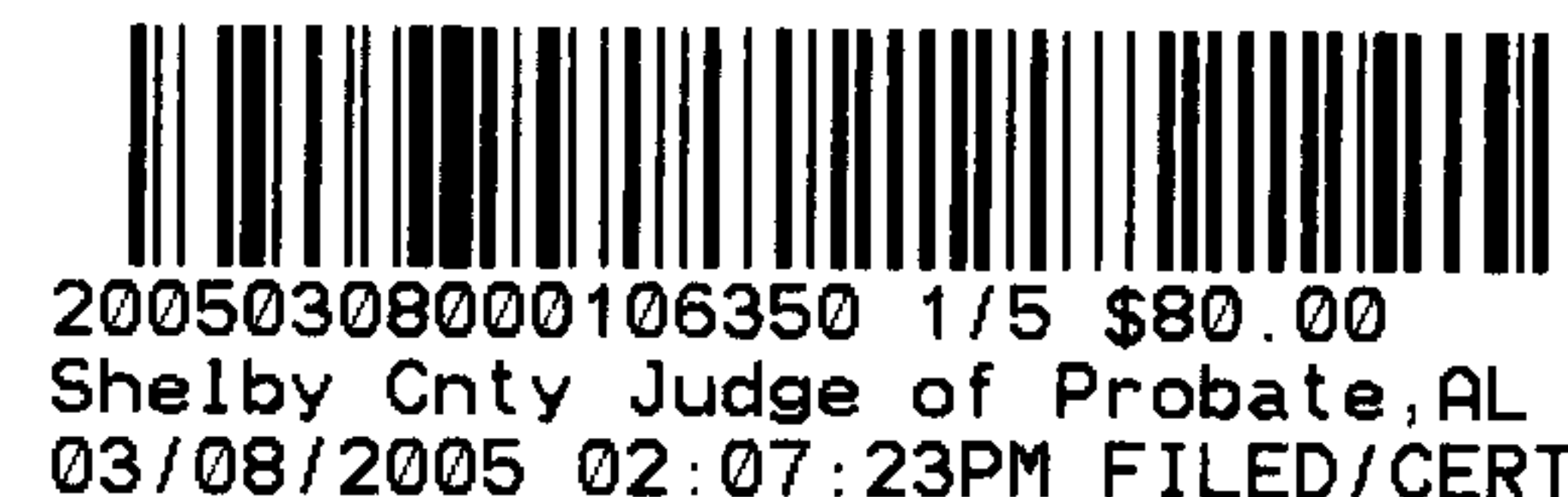


**ARTICLES OF ORGANIZATION
OF
HONEA PROPERTIES, LLC**



**TO THE HONORABLE JUDGE OF PROBATE
OF SHELBY COUNTY, ALABAMA**

The undersigned, for the purpose of forming a limited liability company (the "Company") pursuant to the provisions of the Alabama Limited Liability Company Act of 1993 (the "Act"), do hereby certify as follows:

1. **NAME.** The name of the Company is **HONEA PROPERTIES, LLC**.
2. **DURATION.** The period of duration of the Company shall be from the date of filing (the "filing Date") these Articles of Organization with the office of the Judge of Probate for Shelby County, Alabama until the earlier to occur of the following:
 - (a) Fifty (50) years from the Filing Date; or _____
 - (b) The occurrence of an event of dissolution as set forth in Section 10-12-37, as amended, of the Act, or as specified in the "Operating Agreement" (as hereinafter defined).
3. **PURPOSES.** The Company shall have and may exercise all rights, power and authority which may be possessed or exercised by any limited liability company formed under the Act; provided, however, that nothing herein contained shall be construed as authorizing the Company to carry on the business of insurance, or to act as a trust company. The Company may transact and engage in any or all lawful business activities for which a limited liability company may be formed under the Act, including, without limitation, any of the following:
 - (a) To own and operate a business for the purpose of the renovation, management and rental of real estate properties.
 - (b) To purchase, acquire, own, hold, improve, develop, operate, manage, sell, convey, assign, transfer, exchange, release, dispose of, mortgage, encumber, pledge, create security interests in, lease, hire, deal in, and loan or borrow money upon, real and personal property, tangible and intangible, of every kind, character and description, or any interest therein, alone or in conjunction with other, or in the name of one or more partnerships, limited liability companies or other entities in which it may constitute one of the partners, members or shareholders.
 - (c) To apply for, purchase, or acquire by assignment, transfer or otherwise, and hold, mortgage or otherwise pledge, and to sell, exchange, transfer, deal in and with any license, power, authority, concession, right or privilege which any limited liability company may make or grant.
 - (d) To purchase or otherwise acquire, hold, use, sell, assign, lease, mortgage or in any manner dispose of, and to take, exchange and grant licenses, or other rights therein, in respect of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements, processes, formulae, methods, copyrights, trademarks and trade names, know how, and trade secrets, relating to or useful in connection with any business, objects or purposes of the Company.
 - (e) To acquire, by purchase, subscription or otherwise, and to own, hold, sell and dispose of, exchange, deal in and with stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, mortgages and securities executed by any individual

or by any entity in Alabama or any other state or foreign countries, whether public or private, government or municipality or otherwise, and to issue and exchange for all such stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, mortgages or securities, notes, bonds or other evidences of indebtedness of the Company, and the Company shall have express power to hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of capital stock, bonds, debentures, promissory notes, mortgages and securities so acquired by it and, while the owner thereof, to exercise all the rights, privileges and powers of ownership, including the right to vote thereon, to the same extent as a natural person may do, subject to the limitations, if any, on such rights now or hereafter provided by the laws of Alabama.

- (f) To endorse, lend its credit to, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or pledge or mortgage all or any part of its properties to secure the payment of the principal and interest, or either, on any bonds, debentures, notes, script, coupons, or other obligations or evidences of indebtedness, or the performance of any contract, lease, mortgage, or obligation or entity or any other corporation, association or other entity, domestic or foreign, or of any person, firm, partnership, limited liability company or joint venture.
- (g) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, entity, association, limited partnership, limited liability company, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.
- (h) To acquire the good will, rights, assets and properties, and to undertake the whole or any part of the liabilities of any person, firm, entity, association, limited liability company or corporation; to pay for the same in cash or with other assets of or interests in the Company, or otherwise; to hold, or in any manner dispose of, the whole or part of the property so acquired; to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of any such business.
- (i) To borrow money from and lend money to any partnership, corporation, entity or person (including, without limitation, any member of the Company), without security, or upon the giving or receipt of such security as the members of the Company may deem advisable by way of mortgage, pledge, transfer, assignment, or otherwise, of real and personal property of every nature and description, or by way of guaranty or otherwise, and to enter into revolving credit agreements or other loan agreements of any kind with banks or other financial or institutional investors.
- (j) To draw, make, accepts, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, debentures and other negotiable or transferable instruments.
- (k) To issue bonds, debentures or securities or obligations and to secure the same by mortgage, pledge, deed of trust, or otherwise.
- (l) To enter into any lawful arrangements for sharing of profits, union of interest, reciprocal concession or cooperation, as partner (general or limited), member, joint venturer or otherwise, with any person, partnership, corporation, limited liability company, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on any business which the Company is authorized to carry on, or any business or transaction deemed necessary, convenient or incidental to the carrying out of any of the purposes of the Company.
- (m) To have one or more offices to carry on all of the Company's operations and business

without restriction or limit as to amount, in any of the states, districts, territories or possessions of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, possession, or country.

4. **INITIAL REGISTERED OFFICE AND AGENT.** The location and mailing address of the initial registered office of the Company, and the name of its initial registered agent at such address is as follows:

**Wanda Honea
500 Highway 7
Wilsonville, Alabama 35186**

5. **MEMBERS.** The Company shall initially have two (2) members, whose names and addresses are as follows:

<u>NAME</u>	<u>ADDRESS</u>
James A. Honea, Jr.	500 Highway 7 Wilsonville, Alabama 35186
Wanda Honea	500 Highway 7 Wilsonville, Alabama 35186

6. **OPERATING AGREEMENT.** The business of the Company and the relationship of the members are subject to the terms and conditions of that certain Operating Agreement of even date herewith (the "Operating Agreement") by and between both of the initial members. A copy of the Operating Agreement is maintained at the Company's principal office.

7. **ADMISSION OF MEMBERS.** Any new members shall be admitted to the Company only upon the terms set forth in the Operating Agreement.

8. **ISSUANCE AND DISPOSITION OF MEMBERSHIP INTERESTS.**

- (a) **Issuance of Membership Interests.** The Company may from time to time issue membership interest 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 interest 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. So far as not otherwise expressly provided by the laws of the State of Alabama, 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 issue certificates from time to time to evidence the interests of the members of the Company.

9. **MEMBER MANAGED.** Except as may be otherwise provided by law, in these Articles of Organization or in the Operating Agreement, all powers of the Company shall be exercised by the Company's members and the business and affairs of the Company shall be managed under their direction.
10. **INDEMNIFICATION OF MEMBERS AND EMPLOYEES.** The Company may indemnify its members, managers and employees to the maximum extent permitted by law.
11. **SUBSEQUENTLY ADOPTED LAWS.** Any and every statute of the Alabama hereafter enacted whereby the rights, powers and privileges of the holders of membership interests or managers of limited liability companies organized under the general laws of the State of Alabama are increased, diminished, or in any way affected, or whereby effect is given to the action taken by any part by less than all of the holders of membership interests or managers of any such limited liability company, shall apply to this Company and to every manager and holder of membership interests thereof, to the same extent as if such statute had been in force at the date of the making and filing of these Articles of Organization.
12. **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 and managers herein are granted subject to this reservation; provided, however, that no such amendment, alteration, change or repeal shall be effective without approval by the members holding at least two-thirds (2/3) of the total percentage interests in the Company on the effective date of any such amendment.

IN WITNESS, WHEREOF, the undersigned acting as the initial members of the Company, have executed these Articles of Organization on this the 24 day of Feb, 2005.

BY: James A. Honea Jr
JAMES A. HONEA, JR., MEMBER

BY: Wanda Honea
WANDA HONEA, MEMBER

STATE OF ALABAMA}
SHELBY COUNTY}

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **James A. Honea, Jr.**, whose name is signed to the foregoing Articles of Organization and who is known to me, acknowledged before me on this day that, being informed of the contents of the Articles of Organization executed the same voluntarily on the day the same bears date.

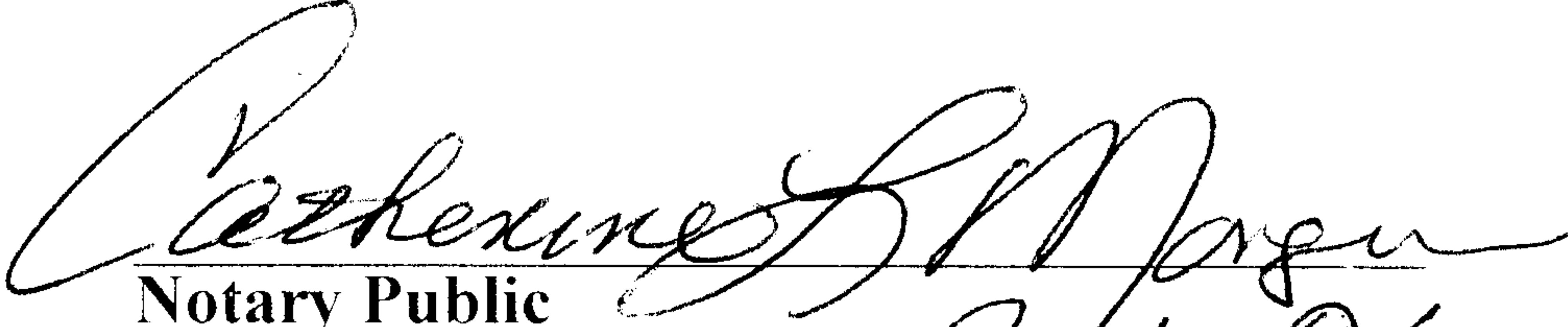
Given under my hand this the 24 day of Feb, 2005.

Deborah D. Mors
Notary Public
My Commission Expires: 7-1-06

STATE OF ALABAMA}
SHELBY COUNTY}

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Wanda Honea**, whose name is signed to the foregoing Articles of Organization and who is known to me, acknowledged before me on this day that, being informed of the contents of the Articles of Organization executed the same voluntarily on the day the same bears date.

Given under my hand this the 24 day of Feb, 2005.


Notary Public
My Commission Expires: 7-1-06