

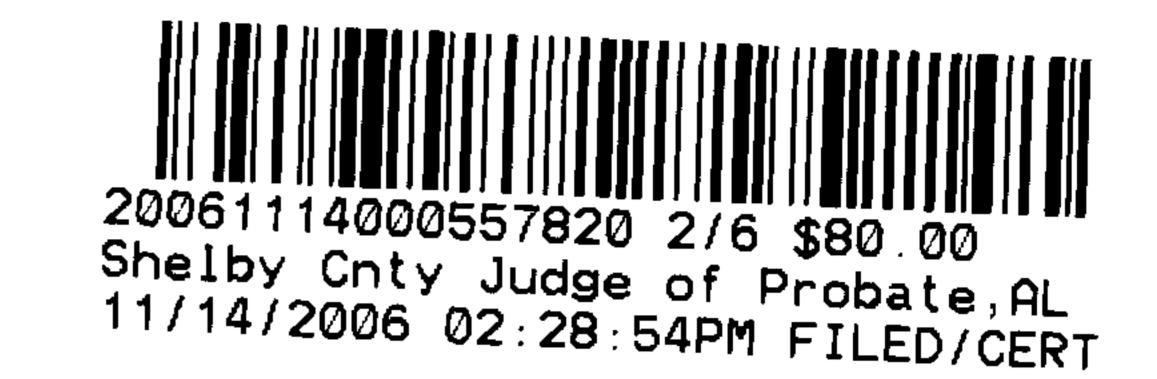
SAVILLE PROPERTIES, L.L.C.

A LIMITED LIABILITY COMPANY

FORMED IN ALABAMA UNDER THE

ALABAMA LIMITED LIABILITY ACT (CODE OF ALABAMA, (1975) §10-12-1, AS AMENDED)

FORMED NOVEMBER 上, 2006



ARTICLES OF ORGANIZATION

OF

SAVILLE PROPERTIES, L.L.C.

The undersigned, for the purpose of forming a Limited Liability Company under Title 10, Chapter 12 of the <u>Code of Alabama</u>, (1975), as amended (the "Alabama Limited Liability Company Act"), hereby adopt and file the following Articles of Organization (the "Articles") with the Probate Judge of the County in which the initial registered office is located and attest that the facts contained therein are true and correct.

ARTICLE I NAME

The name of the Limited Liability Company is SAVILLE PROPERTIES, L.L.C. (the "Company").

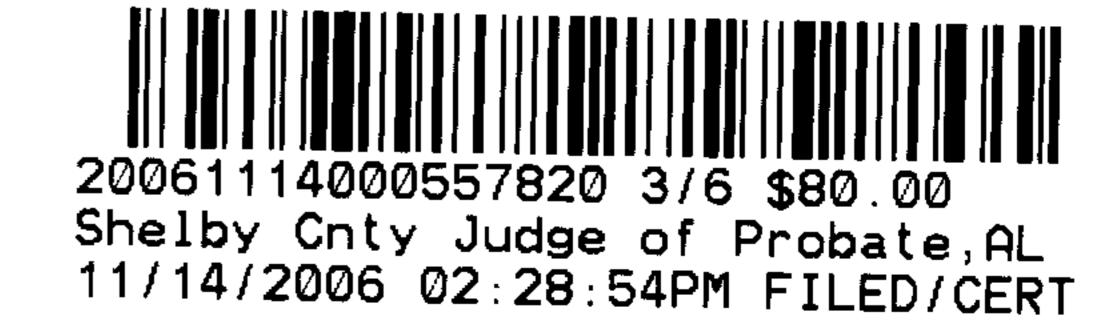
ARTICLE II DURATION

The period of duration of the Company shall commence on the date of the filing of the Articles and shall be perpetual unless it is sooner dissolved and its affairs wound up in accordance with the Articles or the Operating Agreement.

ARTICLE III PURPOSE

The object or objects and the purposes for which the Company is organized and the powers which it shall have in furtherance of such objects or purposes are:

- (a) To acquire, sell and manage real estate as well as operate any real estate related business or activity, and any ancillary activity or services thereto permitted under applicable Alabama law.
- (b) to engage in any or all lawful business of any kind or character whatsoever for which Limited Liability Companies may be organized pursuant to the Act;
- (c) to act as agent, representative, or receiver of any person, firm, corporation, or governmental entity or instrumentality in respect of any lawful undertaking or transaction;
- (d) to purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in or with, real or personal property, or any interest therein, wherever situated, and to sell, convey, mortgage, pledge, lease, exchange, and otherwise



dispose of real or personal property, or any interest therein in the manner and upon the terms as the members so determine, and to do all things lawful, necessary, and convenient which are incident, necessary, or connected with the business activities mentioned above;

- (e) to purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, corporations, associations, partnerships, limited liability companies, individuals, or direct or indirect obligations of governmental entities or any instrumentality thereof;
- (f) to lend money, invest, and reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned or invested; and
- (g) to do any and all things set out herein and such other things as are incidental or conclusive to the attainment of the objects and purposes of this Company, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise either alone or in conjunction with any persons, firm, association, corporation or any entity of any kind, and to do any and all such acts and things and to exercise to the fullest extent any law authorized, permitted, applicable or available, now or hereafter, to this Company.

ARTICLE IV REGISTERED AGENT AND OFFICE

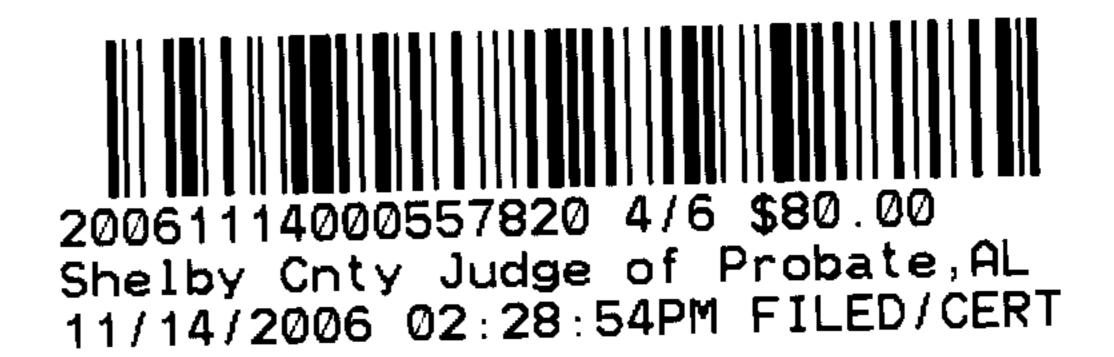
The location and street address of the initial registered office of the Company and the name of the registered agent at such address is:

Edwin Linwood Saville, Jr. 2707 Braelinn Parkway Helena, Alabama 35080

ARTICLE V INITIAL MEMBER

The name and mailing address of the initial member (the "Member") of the Company is:

Edwin Linwood Saville, Jr. 2707 Braelinn Parkway Helena, Alabama 35080



ARTICLE VI ADDITIONAL MEMBERS

Upon unanimous written consent of the member or members, additional members may be admitted subject to the terms and conditions of the Company's Operating Agreement and §10-12-31 of the <u>Code of Alabama (1975)</u>.

ARTICLE VII CONTINUATION OF BUSINESS

The Company may be reconstituted and the business of the Company shall continue upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any event which terminates the continued membership of a Member in the Company (collectively, "Cessation of Membership"), as long as there is at least one (1) remaining Member and that Member carries on the business of the Company (any such remaining Member being hereby authorized to carry on the business of the Company), or within ninety (90) days after the Cessation of Membership of the last Member all of the holders of the financial rights in the Company agree in writing to continue the legal existence and business of the Company, and to the appointment, effective as of the date of such event, of one or more additional Members.

ARTICLE VIII OPERATING AGREEMENT

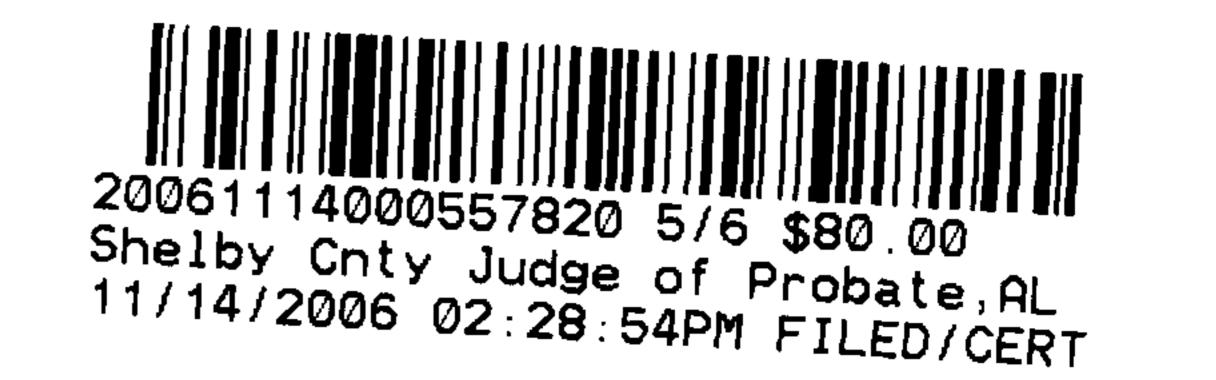
The Operating Agreement of the Company shall be executed by the Members of the Company and shall set forth all provisions for the affairs of the Company and the conduct of its business to the extent that such provisions are not inconsistent with the laws of the State of Alabama or these Articles.

ARTICLE IX LIABILITIES OF MEMBERS AND MANAGERS

Members and managers of the Company are not liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, manager, agent or employee of the Company.

ARTICLE XI MANAGEMENT

The Company shall be managed by one (1) Manager. The initial Manager of the Company is Edwin Linwood Saville, 2707 Braelinn Parkway, Helena, Alabama 35080. The Manager shall serve as the initial Manager of the Company and shall be responsible for the overall operation of the Company and shall have all powers conferred by law as well as those are necessary, advisable or consistent in connection therewith.



ARTICLE XI DISTRIBUTION OF PROFITS

Distribution of Profits shall be governed by the Operating Agreement of Saville Properties, L.L.C.

ARTICLE XII AMENDMENTS

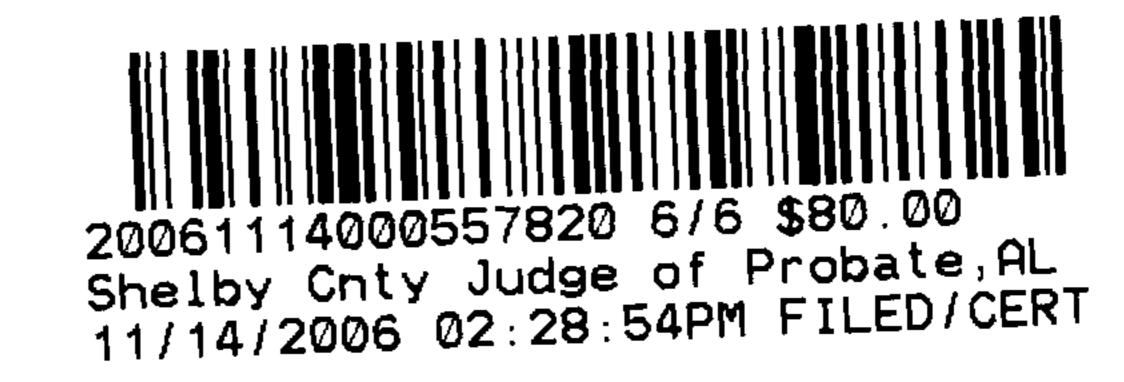
Amendments shall be governed by the Operating Agreement and §10-12-11 of the Code of Alabama (1975).

ARTICLE XIII DISSOLUTION

Dissolution shall be governed by the requirements set forth in §10-12-37 of the Code of Alabama (1975).

IN WITNESS WHEREOF, these Articles have been subscribed this ____ day of November, 2006, by the undersigned Member, who affirms that the statements made herein are true under the penalties of perjury.

Edwin Linwood Saville, Jr.



STATE OF ALABAMA COUNTY OF MONTGOMERY

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that Edwin Linwood Saville, Jr., appeared before me on this day, and on oath stated that the matters contained in said Articles are true.

GIVEN under my hand and seal, this 4 day of November, 2006.

Notary Public

My Commission Expires:

THIS DOCUMENT WAS PREPARED BY:

Slaten & O'Connor, P.C. 105 Tallapoosa Street, Suite 101 Montgomery, Alabama 36104 (334) 396-8882