


**STATE OF ALABAMA,
COUNTY OF SHELBY**


20061121000569050 1/2 \$80.00
Shelby Cnty Judge of Probate, AL
11/21/2006 01:57:43PM FILED/CERT

**ARTICLES OF ORGANIZATION
OF
ALCB DEVELOPMENT, LLC**

**Pursuant to the Alabama Limited Liability Company Act, the Undersigned
hereby adopts the following Articles of Organization:**

**ARTICLE I
Name of Limited Liability Company**

The name of the Limited Liability Company is ALCB Development, LLC.

**ARTICLE II
Duration of Limited Liability Company**

The duration of the Limited Liability Company is Perpetual.

**ARTICLE III
Purpose and Powers of the Limited Liability Company**

The Limited Liability Company has been organized for the following purpose(s):
To transact all lawful business or businesses for which an LLC may be organized
pursuant to applicable state law. In addition to the powers specifically provided
by state law, the Limited Liability Company shall have and may exercise all
powers necessary or convenient to effect its purpose.

**ARTICLE IV
Registered Agent and Office**

The name and address of the Registered Agent and office is: *Antonio Langham*
3074 Highland Lakes Rd Birmingham, AL 35242

**ARTICLE V
Initial Members and Organizer**

The name and address of the initial member(s) and organizer is/are:
Antonio Langham – Organizer and Member
3074 Highland Lakes Road
Birmingham, AL 35242

ARTICLE VI
Limited Liability Company Manager(s)

Antonio Langham
3074 Highland Lakes Road
Birmingham, AL 35242

Will serve as Manager of the Limited Liability Company until the first annual meeting of the members or until his successor(s) is elected and qualified.

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.

ARTICLE VII
Indemnifications of Members, Managers, Employees, Fiduciaries, and Agents

Pursuant to applicable state law, each Member, Manager, Employee, Fiduciary or Agent of the LLC. (and his heirs, executors and administrators) shall be indemnified by the LLC against expenses reasonably incurred by or imposed upon him/her in connection with or arising out of any action, suit or proceeding in which he/she may be involved or to which he/she may be made party by reason of his/her being or having been a Member, Manager, Employee, Fiduciary or Agent of the LLC (whether or not he/she continues to be a Member, Manager, Employee, Fiduciary or Agent at the time of imposing or incurring such expenses), except in respect of matter as to which he/she shall be finally adjudged in such action, suits or proceeding to be liable for negligence or misconduct. Subject to applicable state law, in the event of a settlement of any such action, suit or proceeding, indemnification shall be provided only in connection with such matter covered by the settlement as to which the LLC is advised by counsel that the person to be indemnified did not commit breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled under applicable state law.

IN WITNESS THEREOF, the undersigned member executed these Articles of Organization on this the 21 day of November, 2006.


Antonio Langham