

**ARTICLES OF ORGANIZATION  
OF  
THREE STONE ENTERPRISES, LLC**

For the purpose of forming a limited liability company under the Alabama Limited Liability Act and any act amendatory thereof, supplementary thereto or substituted therefore (hereinafter referred to as the "Act"), the undersigned does hereby sign and adopt these Articles of Organization, and upon filing for record of these Articles of Organization in the Office of the Judge of Probate of Shelby County, the existence of a limited liability company (hereinafter referred to as the "Company"), under the name set forth in Article 1 hereof, shall commence.

**ARTICLE 1**

**NAME**

- 1.1 The name of the Company shall be Three Stone Enterprises, LLC.

**ARTICLE 2**

**PERIOD OF DURATION**

- 2.1 The duration of the Company shall be perpetual.

**ARTICLE 3**

**PURPOSES, OBJECTS AND POWERS**

- 3.1 The purposes and objects and powers of the Company are:
- (a) To engage in any lawful business, act or activity for which a company may be organized under the Act, it being the purpose and intent of this Article 3 to invest the Company with the broadest purposes, objects and powers lawfully permitted a company formed under the Act.
  - (b) To carry on any and all aspect, ordinary or extraordinary, of any lawful business and to enter into and carry out any transaction, ordinary or extraordinary, permitted by law, having and exercising in connection herewith all powers given to companies by the laws of the State of Alabama.
  - (c) Without limiting the scope an generality of the foregoing, the Company shall have the following specific purposes, objects and powers:

- (1) To make all types of investments as the Members from time to time deem appropriate and to manage such investments; and to engage in all other activities related or incidental thereto.
- (2) To have and to exercise any and all of the powers specifically granted in the limited liability company laws of the State of Alabama, none of this shall be deemed to be inconsistent with the nature, character or object of the Company, and none of which are denied to it by these Articles of Organization.
- (3) To build, manufacture or otherwise process or produce; to acquire, own, manage, operate, improve or deal with; to sell, lease, mortgage, pledge, distribute or otherwise deal in and dispose of property of every kind and wheresoever situated.
- (4) To be a promoter or incorporator, to subscribe for, purchase, deal in and dispose of any stock, bond, obligation or other security of any person, firm, company, or governmental unit, and while the owner and holder thereof to exercise all rights of possession and ownership.
- (5) To borrow money from any person, firm, company, entity or organization and to secure any debt by mortgage or pledge of any property of the Company; to make contracts, guarantees, and indemnity agreements and incur liabilities and issue its notes if not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.
- (6) To lend money or aid or extend credit to any person, firm, entity or organization (business, public or non-profit).
- (7) To carry on its business anywhere in the United States and in foreign countries.

#### **ARTICLE 4**

##### **REGISTERED OFFICE AND REGISTERED AGENT**

- 4.1 The location and mailing address of the initial registered office of the Company shall be 9340 Helena Road, Suite F-169, Birmingham, Alabama, 35244-1747.
- 4.2 The initial registered agent at such address shall be Tracy T. Miller.

## ARTICLE 5

### INITIAL MEMBERS

- 5.1 The sole owner and member of the Company is Tracy T. Miller, 209 Chase Drive, Pelham, Alabama, 35124.

## ARTICLE 6

### ADMISSION OF ADDITIONAL MEMBERS

- 6.1 From an after the date of the formation of the Company, any person or entity acceptable to the initial Member may become a Member in this Company either by the issuance by the Company of membership interests for such consideration as the Members shall determine, or as a transferee of a Member's interest or any portion thereof as approved by the initial Member.

## ARTICLE 7

### MANAGEMENT

- 7.1 The business and affairs of the Company shall be managed by the Members in accordance with the terms of the Operating Agreement of the Company, as amended from time to time.

## ARTICLE 8

### INTERNAL AFFAIRS

- 8.1 The initial Operating Agreement of the Company shall be adopted by the initial Members. The power to alter, amend, or repeal the Operating Agreement or adopt a new Operating Agreement shall be vested in the Members, which power may be exercised in the manner and to the extent provided in the Operating Agreement. The Operating Agreement may contain provisions for the regulation of the business and for the conduct of the affairs of the Company or the Members, not inconsistent with Act or these Articles of Organization.
- 8.2 Any contract or other transaction which is fair and reasonable to the Company between the Company and one or more of its Members, or between the Company and any firm of which one or more of its Members are members or employees, or in which they are financially interested, or between the Company and any company or association of which one or more of its Members are shareholders, members, directors, officers, or employees, or in which they are financially interested, shall be valid for all

purposes, notwithstanding the presence of the person at the meeting of the Members of the Company or any committee thereof that acts upon, or in reference to, the contract or transaction.

- 8.3 The Company reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles of Organization, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the Act, and all right conferred upon Members at any time are granted subject to this reservation.

## ARTICLE 9

### INDEMNIFICATION

- 9.1 In amplification, and not in limitation, of applicable provisions of the Act and other provisions of Alabama law:
- (a) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals, by reason of the fact that he or she is or was a member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, employee or agent of another company, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company.
- (b) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a member, officer, employee or agent of the Company, or is or was serving at the request of the of the Company as a director, officer, partner, member, employee or agent of another company or other enterprise against expenses actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of

liability but in view of all the circumstances in the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.


- 9.2 To the extent that a member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in 9.1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding.


## **ARTICLE 10**

### **ORGANIZER**

The name and address of the organizer of the Company is Tracy T. Miller, 9340 Helena Road, Suite F-169, Birmingham, Alabama 35244-1747.

IN WITNESS WHEREOF, the undersigned, as the organizer of the Company, has executed these Articles of Organization as of January 5, 2007.

  
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Tracy T. Miller

  
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Shelby Cnty Judge of Probate, AL  
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