

**AMENDMENT AND RESTATEMENT OF
ARTICLES OF ORGANIZATION OF
THE VILLAGE, LLC
an Alabama limited liability company
(the "Company")**

Pursuant to the provisions of Section 10-12-11 of the Code of Alabama (1975), as amended, the Company adopts the following amendment and restatement of the Articles of Organization:

1. The name of the Company is The Village, LLC.
2. The Articles of Organization of the Company were filed with the Office of the Judge of Probate of Shelby County, Alabama, on November 5, 2004.
3. The amendment and restatement of the Articles of Organization of the Company as set forth below was adopted by the sole member and the manager of the Company to be effective as of January 19, 2007:

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
THE VILLAGE, LLC**

For the purpose of forming a limited liability company under the Alabama Limited Liability Company Act and any act amendatory thereof, supplementary thereto or substituted therefor (hereinafter referred to as the "Act"), the undersigned does hereby sign and adopt these Amended and Restated Articles of Organization, and, upon filing for record of these Amended and Restated Articles of Organization in the Office of the Judge of Probate of Shelby County, Alabama, these Amended and Restated Articles of Organization for The Village, LLC, an Alabama limited liability company (the "Company"), as so amended and restated, shall be deemed to be the Articles of Organization for the Company.

**ARTICLE 1
NAME**

- 1.1 The name of the Company shall be The Village, 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 of the Company are to acquire, hold, maintain, operate, develop, sell, improve, lease, dispose of and otherwise invest in that certain parcel of real property located in Alabama (the "Project"), more particularly described in the Operating Agreement of the Company (the "Operating Agreement"), and to engage in other activities specifically related or incidental to the Project (collectively, the "Stated Purpose"). The Company shall have no other purposes or objects other than the Stated Purpose.

3.2 The Company shall have the following powers as necessary or desirable to carry out its Stated Purpose:

(a) 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 which shall be deemed to be inconsistent with the nature, character or Stated Purpose of the Company, and none of which are denied to it by these Articles of Organization;

(b) 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;

(c) To purchase, lease or otherwise acquire any interest in the properties and rights of any person, firm, company or governmental unit; to pay for the same in cash, in shares of stock, bonds, or other securities, evidences of indebtedness or property of this Company or of any other person, firm, company or governmental unit;

(d) 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;

(e) To purchase or otherwise acquire (including, without limitation, to purchase its own membership interests to the extent of unreserved and unrestricted capital surplus available therefor) to the fullest extent permitted by the Act, and to sell, pledge or otherwise deal in or dispose of its own membership interest or other securities;

(f) To borrow money from any person, firm, company (business, public or non-profit), or governmental unit 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;

(e) To lend money, or aid or extend credit to, or use its credit to assist, any person, firm, company (business, public or non-profit), or governmental unit, including, without limitation, its employees and directors and those of any subsidiary, in accordance with the Act;

(f) To guarantee any indebtedness and other obligations of, and to lend its aid and credit to, any person, firm, company (business, public or non-profit), or governmental unit, and

to secure the same by mortgage or pledge of, or security interest in, any property of the Company;

(g) To consolidate, merge or otherwise reorganize in any manner permitted by law; to engage in one or more partnerships and joint ventures as general or limited partner;

(h) To carry on its business anywhere in the United States and in foreign countries;

(i) To elect or appoint officers and agents and define their duties and fix their compensation; and

(j) To make donations for the public welfare or for charitable, scientific, or educational purposes; to transact any lawful business which the Members (as defined below) shall find to be in aid of governmental policy, related to the Stated Purpose.

3.3 All words, phrases and provisions appearing in this Article 3 are used in their broadest sense, are not limited by reference to, or inference from, any other words, phrases or provisions and shall be so construed.

ARTICLE 4

REGISTERED OFFICE AND REGISTERED AGENT

4.1 The location and mailing address of the registered office of the Company shall be 2910 Linden Avenue, Birmingham, Alabama 35209.

4.2 The registered agent at such address shall be Gray Murray.

ARTICLE 5

SOLE MEMBER

5.1 The name and mailing address of the sole member of the Company (the "Sole Member") is as follows:

NAME

Village Holdings, LLC

ADDRESS

2910 Linden Avenue
Birmingham, Alabama 35209

ARTICLE 6

ADMISSION OF ADDITIONAL MEMBERS

6.1 As used herein, the term "Members" shall mean the Sole Member and any additional or substitute members of the Company that become Members of the Company pursuant to the terms of these Articles of Organization and the Operating Agreement. From and after the date of the formation of the Company, any person or entity acceptable to all Members

may become a Member in this Company either by the issuance by the Company of membership interests for such consideration as all Members shall determine, or as a transferee of a Member's membership interest or any portion thereof as approved by all Members, subject to the terms and conditions of these Articles of Organization and the Operating Agreement.

ARTICLE 7

MANAGEMENT

7.1 The business and affairs of the Company shall be managed by a manager in accordance with the terms of the Operating Agreement (the "Manager"). In the event of the removal, termination or resignation of the Manager and the failure of the Members to elect, appoint or retain a Manager, the business and affairs of the Company shall thereafter be managed by the Members. The name and mailing address of the initial Manager of the Company shall be Brian Ray, 2910 Linden Avenue, Birmingham, Alabama 35209.

ARTICLE 8

INTERNAL AFFAIRS

8.1 The initial Amended and Restated Operating Agreement shall be adopted by the Sole Member. 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 any provisions for the regulation of the business and for the conduct of the affairs of the Company or the Members, not inconsistent with the 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 its Manager, or between the Company and any firm of which the Manager or 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 the Manager 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 if either (a) the fact of such interest shall be disclosed or known to the Members, the Manager, or such committee, as the case may be, and the Manager, the Members or such committee shall, nevertheless, authorize or ratify the contract or transaction or (b) the fact of such relationship or interest is disclosed to the Manager or the Members entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent. The interested Members shall not be counted in determining whether a quorum is present and shall not be entitled to vote on such authorization or ratification. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it. Each and every person who may become a Member of the Company is hereby relieved from any liability that might otherwise arise by reason of his or her contracting with the

Company for the benefit of himself or any firm or company in which he or she may be in any way interested.

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 rights conferred upon Members and the Manager at any time are granted subject to this reservation.

8.4 The terms of the Operating Agreement, as same may be amended or restated, are hereby incorporated by reference.

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 (other than an action by or in the right of the Company), by reason of the fact that he or she is or was a member, officer, employee, Manager 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, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding 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, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(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 Company as a director, officer, partner, member, employee, Manager or agent of another company, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) 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 circumstances of 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, Manager or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) 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.

9.3 Any indemnification under Section 9.1 (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the member, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 9.1. Such determination shall be made (i) by the Members by a majority vote of a quorum consisting of members who were not parties to, or who have been wholly successful on, the merits or otherwise with respect to such claim, action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Members so directs, by independent legal counsel in a written opinion, or (iii) by the Members.

9.4 Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Company in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in Section 9.4 upon receipt of an undertaking by or on behalf of the member, officer, employee or agent to repay such amount if, and to the extent that, it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article.

9.5 The indemnification authorized by this Article shall not be deemed exclusive of, and shall be in addition to, any other rights to which those indemnified may be entitled under any statute, rule of law, provision of articles of organization, operating agreement, other agreement, vote of Members or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a manager, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

9.6 The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a manager, officer, employee, Manager or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article 9. To the extent that the indemnification provisions in this Article 9 shall conflict with the terms of the indemnification provisions in the Operating Agreement, the terms of the Operating Agreement shall govern.

ARTICLE 10
CONTINUATION OF BUSINESS

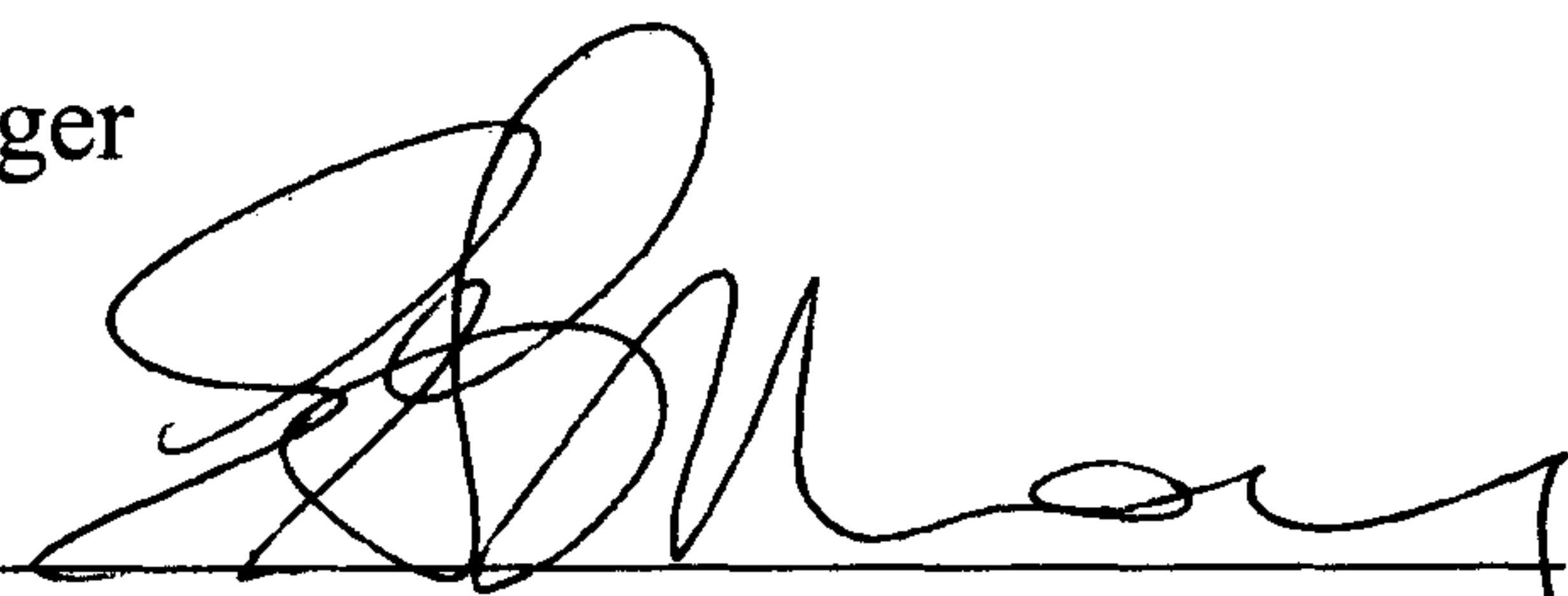
10.1 In the event of the death, retirement, resignation, expulsion or dissolution of a Member, the remaining Members shall automatically continue the business of the Company.

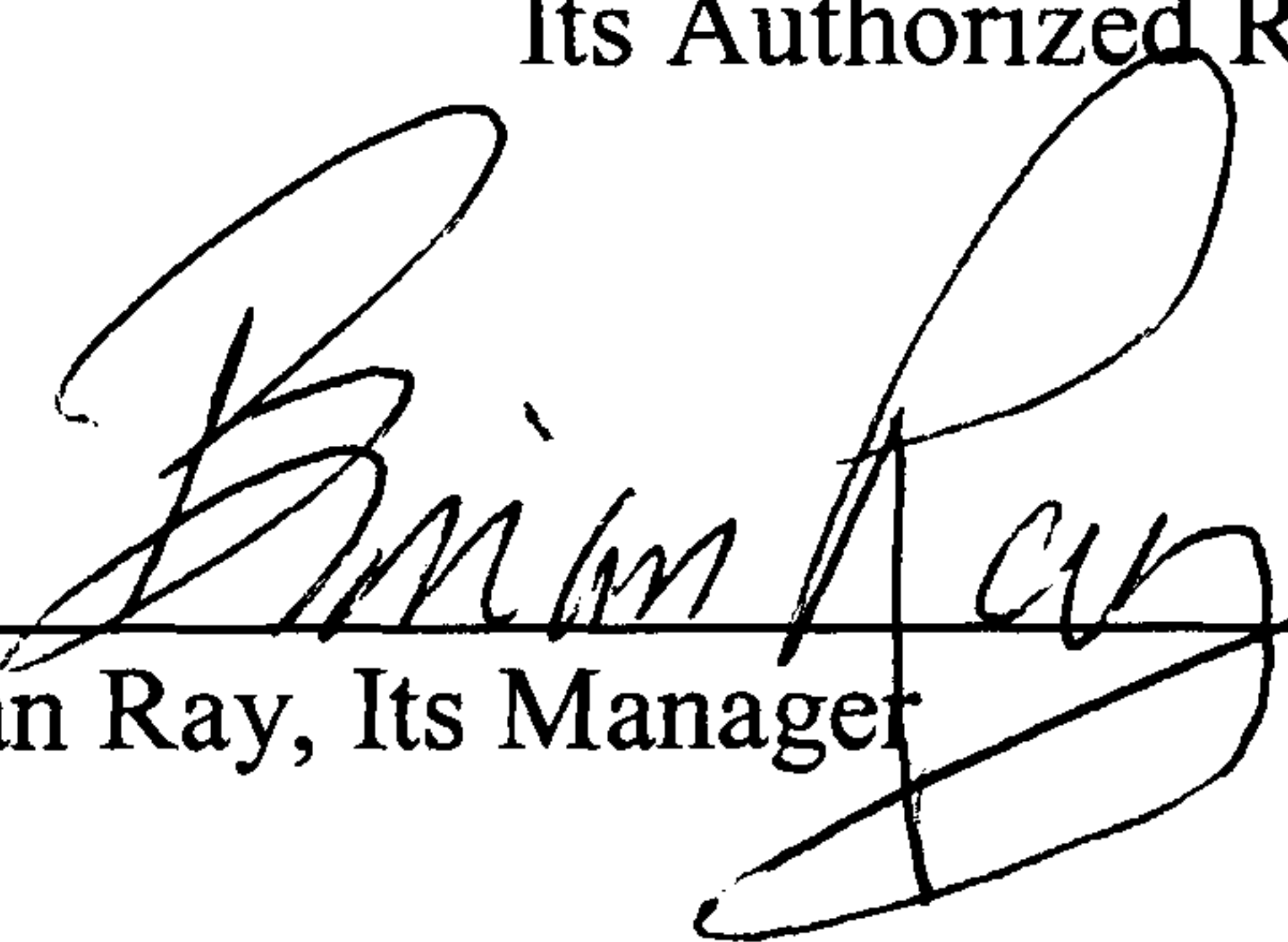
IN TESTIMONY WHEREOF, the Company has caused these Articles of Amendment and Restatement to be executed by its sole member and manager as of January 19, 2007.

THE VILLAGE, LLC

By: Village Holdings, LLC, an Alabama limited liability company
Its Sole Member

By: Murray, LLC, an Alabama limited liability company
Its Manager

By: 
E. Gray Murray
Its Authorized Representative


Brian Ray, Its Manager

This instrument prepared by:

Joe F. Lassiter III
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