

ARTICLES OF ORGANIZATION

OF

FAIRWAY AUTOMART L.L.C.

AN ALABAMA LIMITED LIABILITY COMPANY

Pursuant to the provisions of *Alabama Code*, Section 10-12-1 (1993), *et seq.*, (this Act is amended from time to time is referred to herein as the “Act”), the undersigned hereby adopts the following Limited Liability Company Articles of Organization.

ARTICLE I

NAME

The name of this limited liability company is Fairway Automart L.L.C.
(hereinafter referred to as “Company”).

ARTICLE II

REGISTERED OFFICE AND AGENT

The registered office of the Company is 916 First Street South, Alabaster, Alabama 35007. The Company’s registered agent is Lee Morrison, whose address is 916 First Street South, Alabaster, Alabama 35007.

ARTICLE III

MAILING ADDRESS

The mailing address for the principal place of business for the Company is 916 First Street South, Alabaster, Alabama 35007.

ARTICLE IV

EFFECTIVE DATE AND DURATION

The effective date of the Fairway Automart L.L.C. shall be October 15, 2007, and the Company shall continue for fifty (50) years, to and including October 14, 2057. The termination date may be extended by the unanimous consent of the members.

ARTICLE V

INITIAL MEMBERS

The names, mailing addresses, and percentage of ownership of the initial members are as follows:

<u>Name and Percent of Ownership</u>	<u>Address</u>
Lee Morrison	916 First Street South
Sole owner – 100%	Alabaster, Alabama 35007

ARTICLE VI

PURPOSE AND POWERS

Section 6.01 Purpose. This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purpose, including, but not limited to, the following purposes: Owning and operating a used car dealership.

Section 6.02 Powers. The Company shall possess and may exercise all the powers and privileges granted by the Act of by any other law or by its Operating Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

ARTICLE VII

MANAGEMENT BY MANAGERS

The Company will be managed by Lee Morrison, who is hereby appointed as manager, and he shall serve until such time as a successor is appointed by a majority interest of the ownership of the Company.

ARTICLE VIII

MANAGEMENT DUTIES AND RESTRICTIONS

- (a) The Manager shall have all the necessary and appropriate power and authority with respect to management, conduct and operation of the Company's business in all respects and in all matters, including without limitation, full power on such terms and for such periods as he may determine, to sell, convey, lease, mortgage and otherwise deal in any manner with the Company's property or any part thereof, or to make any agreements modifying any such lease or mortgage or other agreement, and to borrow or lend money for and on behalf of the Company.
- (b) The Company shall maintain and keep in full force and effect errors and omissions insurance covering the Manager and his successor covering his actions, duties and responsibilities as Manager of the Company.
- (c) The Company shall maintain and keep in full force and effect a general comprehensive public liability insurance policy with the Company named as the insured thereon and the Manager named as additional named insured.

ARTICLE IX

BANKING

All funds of the Company shall be deposited in its name in such account or accounts, in such commercial bank and/or thrift institutions as may from time to time be designated by the Manager. All withdrawals therefrom shall be made upon checks, drafts, or other instruments signed by the Manager, or such other person or persons as the Manager may from time to time designate.

ARTICLE X

BOOKS

The Company's books shall be maintained at the Company's office, and the Members, or any one or more of them, shall at all reasonable times have access thereto.

The fiscal year of the Company shall be the calendar year.

ARTICLE XI

WAIVER OF RIGHT OF PARTITION

Each of the Members do hereby waive any and all right, if any, to partition any of the Company's property or any part thereof.

ARTICLE XII

AMENDMENTS TO THIS AGREEMENT

This agreement may be amended from time to time provided such amendment or amendments is/are approved by Member owning a majority interest in the Company voting in favor of such amendment or amendments. "Ownership Interest" as used herein shall mean Members owning a majority or more in the Company. Such interests are specifically set out in Article V above.

ARTICLE XIII

ARBITRATION

Any controversy or claim arising out of, or relating to, this agreement or the breach thereof between the Members shall be settled by arbitration in Birmingham, Alabama, in accordance with the rules the appertaining of the American Arbitration Association, and the decision of such arbitration panel may be entered in any Court having jurisdiction thereof.

ARTICLE XIV

NOTICE

All notices, elections, demands, requests, offers, or acceptances contemplated by this agreement shall be in writing and shall be sent by registered or certified United States mail, postage prepaid, addressed to the Manager and Members at the following address:

Manager

Address

Lee Morrison
Sole owner – 100%

916 First Street South
Alabaster, Alabama 35007

Member

Address

Lee Morrison
Sole owner – 100%

916 First Street South
Alabaster, Alabama 35007

ARTICLE XV

APPLICABLE LAW

This agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Alabama.

ARTICLE XVI

ADMISSION OF NEW MEMBERS

Section 16.01. New Member Who Acquire Their Members Interests from the Company.

New members may acquire membership interests from the Company only with the written consent of all members and when such person's admission is reflected in the records of the Company.

Section 16.02. New Members Who Acquire Their Membership Interests from a Current Member.

New members may acquire membership interests from a member of the Company if the majority interest of the other members consent in writing and such new members consents to such admission as a new member.

ARTICLE XVII

DISSOLUTION

Section 17.01. Dissolution Upon the Occurrence of Specified Events.

The occurrence of any of the following events or conditions will cause the Company to dissolve:

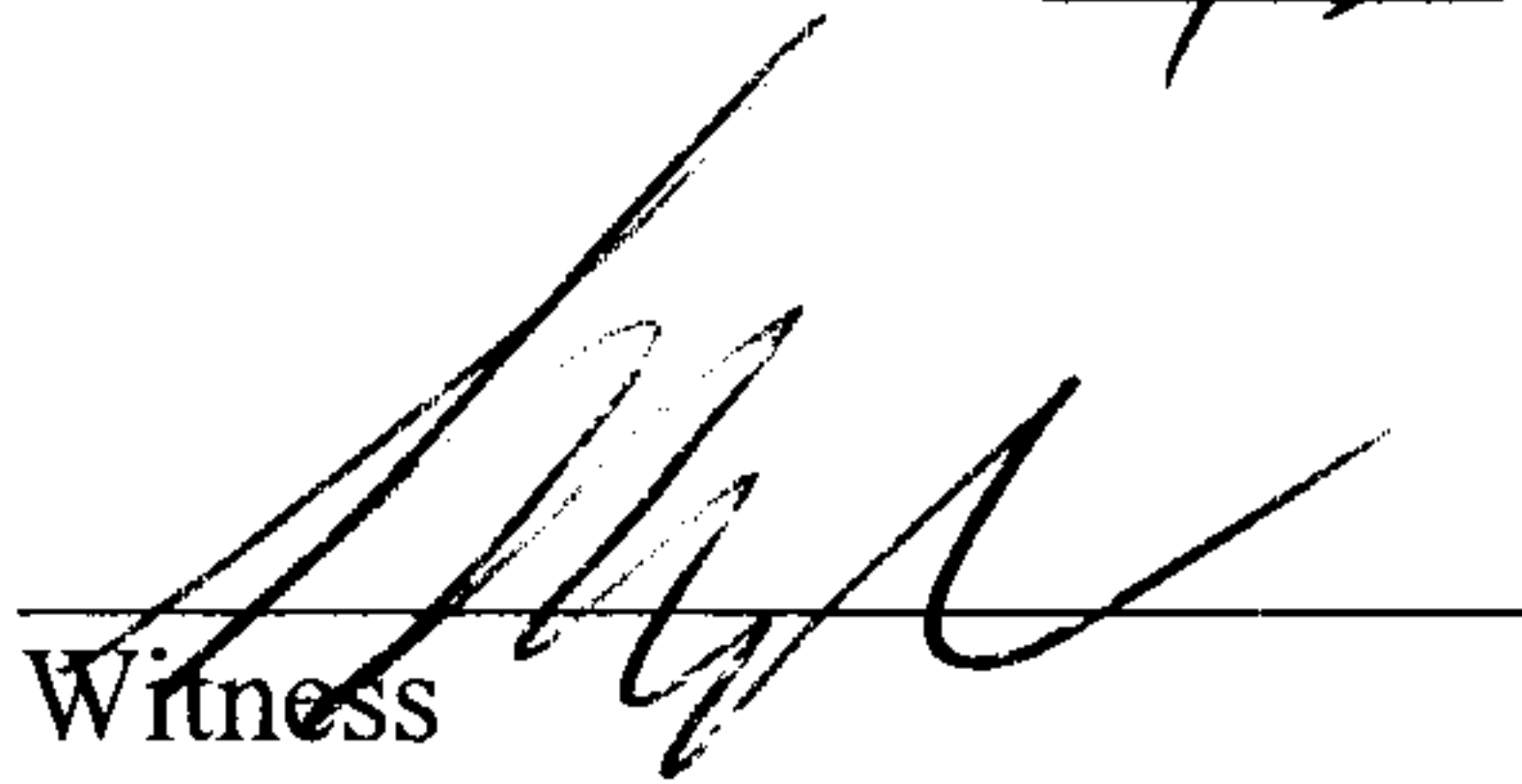
Majority Written Consent. The written consent of a majority interest in the Company to dissolve, wind up and liquidate the Company.

ARTICLE XVIII


INTERIM DISTRIBUTIONS

The Company may make interim distributions to its Members as approved by the Manager.

IN WITNESS WHEREOF, the undersigned Member has executed these Articles
of Organization of this the 15 day of October, 2007.


Witness


Lee Morrison


20071015000478100 7/7 \$80.00
Shelby Cnty Judge of Probate, AL
10/15/2007 02:42:20PM FILED/CERT