

This instrument prepared by:  
Robert C. Barnett  
100, Age Herald Building  
2107 5<sup>th</sup> Avenue North  
Birmingham, Alabama 35203

**ARTICLES OF ORGANIZATION  
OF**

**NEW FRONTIER OIL, L.L.C.**

TO THE HONORABLE JUDGE OF PROBATE  
OF SHELBY COUNTY, ALABAMA:

I, the undersigned, for the purposes of forming a limited liability company under the provisions of the Alabama Limited Liability Company Act, do hereby certify as follows:

Section 1:     Name. The name of the Limited Liability Company (the "LLC") is:

NEW FRONTIER OIL, L.L.C.

Section 2:     Duration. The period of duration for the LLC shall commence on the date of filing of these Articles of Organization, and shall continue until the LLC is dissolved upon the occurrence of any of the following events:

- (i) A unanimous vote of the members to dissolve the LLC;
- (ii) the happening of any event which makes it unlawful for the LLC business to be continued;
- (iii) the occurrence of an event of dissociation as to any member of the LLC; provided however, that dissolution shall not occur if at such time both (x) there are at least one remaining members or at least one remaining member and a new member is at the time of such event of dissociation and (y) the legal existence and business of the LLC is continued by the written consent of all the remaining members within 90 days after the occurrence of such event of dissociation; or
- (iv) in any event, at 12:00 midnight on December 31, 2050.

Section 3.     Purposes. The purposes for which the LLC is formed are:

- (a) To buy and sell oil and gasoline products
- (b) To buy and sell real estate, to lease buildings and construct buildings, to build service stations and plazas



(c) To carry on any other business in connection with the foregoing, to transact any or all lawful business for which limited liability companies may be organized under the Alabama Limited Liability Company Act, as amended, and to have and exercise all powers necessary or convenient to effectuate the purposes of the LLC.

(d) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of the LLC, 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 person, firm association, partnership, corporation, limited liability company or any other entity of whatsoever kind, and to do any and all such acts and things and to have and exercise any and all such powers to the full extent authorized or permitted to a limited liability company under any laws that may now or hereafter be applicable or available to the LLC.

(e) The foregoing clauses, in each phrase thereof, shall be construed, in a broader sense, as purposes and powers of the LLC in addition to those powers specifically conferred upon the LLC by law, and is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the LLC otherwise granted by law. Nothing herein constrained, however, shall be construed as authorizing the LLC to carry on the business of banking or that of a trust company, or the business of insurance.

Section 4. Initial Registered Office and Agent. The location and mailing address of the initial registered office of the LLC, and the name of its initial registered agent at such address are as follows:

Robert C. Barnett, Attorney  
2105 Southwinds Circle  
Birmingham, Alabama 35244

Section 5. Names and Addresses of Initial Members. The names and mailing address of the initial member of the LLC is as follows:

Vestavia Village, LLC  
2105 Southwinds Circle  
Birmingham, Alabama 35244

Section 6. Additional Members. The members of the LLC shall have the right to admit additional members upon the unanimous agreement of the members as to the admission of, and the consideration to be paid by, such new members, and subject to the terms and conditions of the LLC's Operating Agreement.



Section 7. Right to Continue Business After Event of Dissociation. The remaining members of the LLC shall have the right to continue the LLC after an event of dissociation terminates the continued membership of a member in the LLC, if upon the occurrence of such event of dissociation both (x) there are at least one remaining members or at least one remaining member and (y) the legal existence and business of the LLC is continued by the written consent of all the remaining members within 30 days after the occurrence of such event of dissociation.

Section 8. Managers. (a) The LLC is to be managed by a manager or managers (the Managers"). The number of Managers initially managing the LLC shall be one (1 ). Thereafter, the number of Managers shall be fixed in the manner provided in the Operating Agreement, and may be increased or decreased from time to time by amendment to, or in the manner provided in the Operating Agreement, but no decrease shall have the effect or shortening the term of any incumbent Manager. The name and address of each person who is to serve as a Manager until the first annual meeting of members or until his successor shall be elected and qualified is as follows:

| <u>Name</u>                     | <u>Address</u>                                      |
|---------------------------------|-----------------------------------------------------|
| Robert C. Barnett, Sole Manager | 2105 Southwinds Circle<br>Birmingham, Alabama 35244 |

(b) Powers. Except as may be otherwise provided by law or in these Articles of Organization, all powers of the LLC shall be exercised by or under authority of, and the business and affairs of the LLC shall be managed under the direction of, the Managers. In furtherance and not in limitation of the powers conferred by statute, the Managers shall have the following powers:

(1) The power to alter, amend or repeal the Operating Agreement shall be vested in the Managers and the members, or either of them, provided, however, that the Managers may not alter, amend or repeal any provision of the Operating Agreement establishing what constitutes a quorum at members' meetings or which was adopted by the members and specifically provides that it cannot be altered, amended or repealed by the Managers, or which is not otherwise permitted by applicable law to be altered, amended or repealed solely by the action of the Managers;

(2) To fix and determine and to vary the amount of working capital of the LLC; to determine whether any, and if any, part of any accumulated profits shall be declared and paid as dividends; to determine the date or dates for the declaration and payment of dividends; and to direct and determine the use and disposition of any surplus or net profits over and over the capital contributions paid in;

(3) To take any action required or permitted to be taken by the Managers at a meeting without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Managers.



(4) To ratify and approve any action taken by or on behalf of the LLC's employees, agents, officers, members or any other party, and, upon such ratification and approval, any such actions so taken shall be effective for and as the act of the LLC as though such act had been adopted and approved by the Managers at the time such action was taken.

The LLC may, in its Operating Agreement, confer powers upon its Managers in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon managers by statute.

(b) Conflicts of Interest. No contract or other transaction between the LLC and one or more of its Managers or any other limited liability company, firm, association or entity in which one or more of its Managers are managers, directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such Managers are present at the meeting of the Managers or a committee thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable of the LLC and if either:

(1) The fact of such relationship or interest is disclosed to the Managers or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Managers; or

(2) The fact of such relationship or interest is disclosed to the members entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent.

Common or interested Managers may not be counted in determining the presence of a quorum at a meeting of the Managers or a committee thereof which authorizes, approves or ratifies such contract or transaction.

Section 9. Power of Managers to Execute Documents. The Manager or Managers shall have authority to execute all deeds, mortgages, bonds and other contracts requiring a seal, under the seal of the LLC, and the Secretary or any Assistant Secretary, if appointed by the Managers pursuant to the Operating Agreement, shall have authority to affix such seal to instruments requiring it, and to attest the same.

Section 10. Indemnification of Officers, Managers, Members, Employees and Agents.

(a) The LLC 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 LLC), by reason of the fact that he is or was a Manager, member, officer, employee or agent of that LLC, or is or was serving at the request of the LLC as a Manager, member, director, officer, partner, employee or agent of another limited liability company, corporation, 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 in connection with such claim, action, suit or proceeding if he acted in good



faith and in a manner he reasonably believed to be in or not opposed to the best interests of the LLC, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his 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, or itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the LLC, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The LLC 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 LLC to procure a judgment in its favor by reason of the fact that he is or was a Manager, member, employee or agent of the LLC, or is or was serving at the request of the LLC as a Manager, member, director, officer, partner, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the LLC 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 duty to the LLC 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.

(c) To the extent that a Manager, member, employee or agent of the LLC has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10(a) and 10(b) or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, notwithstanding that he has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

(d) Any indemnification under paragraphs (a) and (b) of this Section 10 (unless ordered by a court) shall be made by the LLC only as authorized in the specific case upon a determination that indemnification of the Manager, member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (a) and (b) of this Section 10. Such determination shall be made (1) by the Managers by a majority vote of a quorum consisting of Managers 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 (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Managers so direct, by independent legal counsel in a written opinion, or (3) by the members.

(e) Expenses (including attorney's fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the LLC in advance of the final disposition of such claim, action, suite or proceeding as authorized in the manner provided in paragraph (d) of this Section 10 upon receipt of any undertaking by or on behalf of the Manager, member,



employee or agent to repay such amount if and to the extent that it shall be ultimately determined that he is not entitled to be indemnified by the LLC as authorized in this Section 10.

(f) The indemnification authorized in and provided by this Section 10 shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, provisions of articles or organization, operating agreement, vote of members or disinterested Managers, or otherwise, both as to action in his 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, member employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Subsequently Adopted LLC Laws. Any and every statute of the State of Alabama hereinafter enacted whereby the rights, powers and privileges of the members of limited liability companies organized under the general laws of the State of Alabama are increased, diminished or in any way affected, or whereby effect is given to the action taken by any part but less than all of the members of any such limited liability companies, shall apply to this LLC and to every member thereof, to the same extent as if such statute had been in force at the date of the making and filing of these Articles of Organization.

Section 12. Amendment. The LLC reserves the right to amend, alter, change or repeal any provision contained in these Articles of Organization in the manner now or hereafter provided by law, and all rights conferred upon managers and members herein are granted subject to this reservation; provided, however, that no such amendment, alteration, change or repeal shall be effective without approval of unanimous consent of the members.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name to these Articles of Organization on this the 19<sup>th</sup> day of September, 2008.

VESTAVIA VILLAGE, LLC.

By: Robert C. Barnett  
ROBERT C. BARNETT