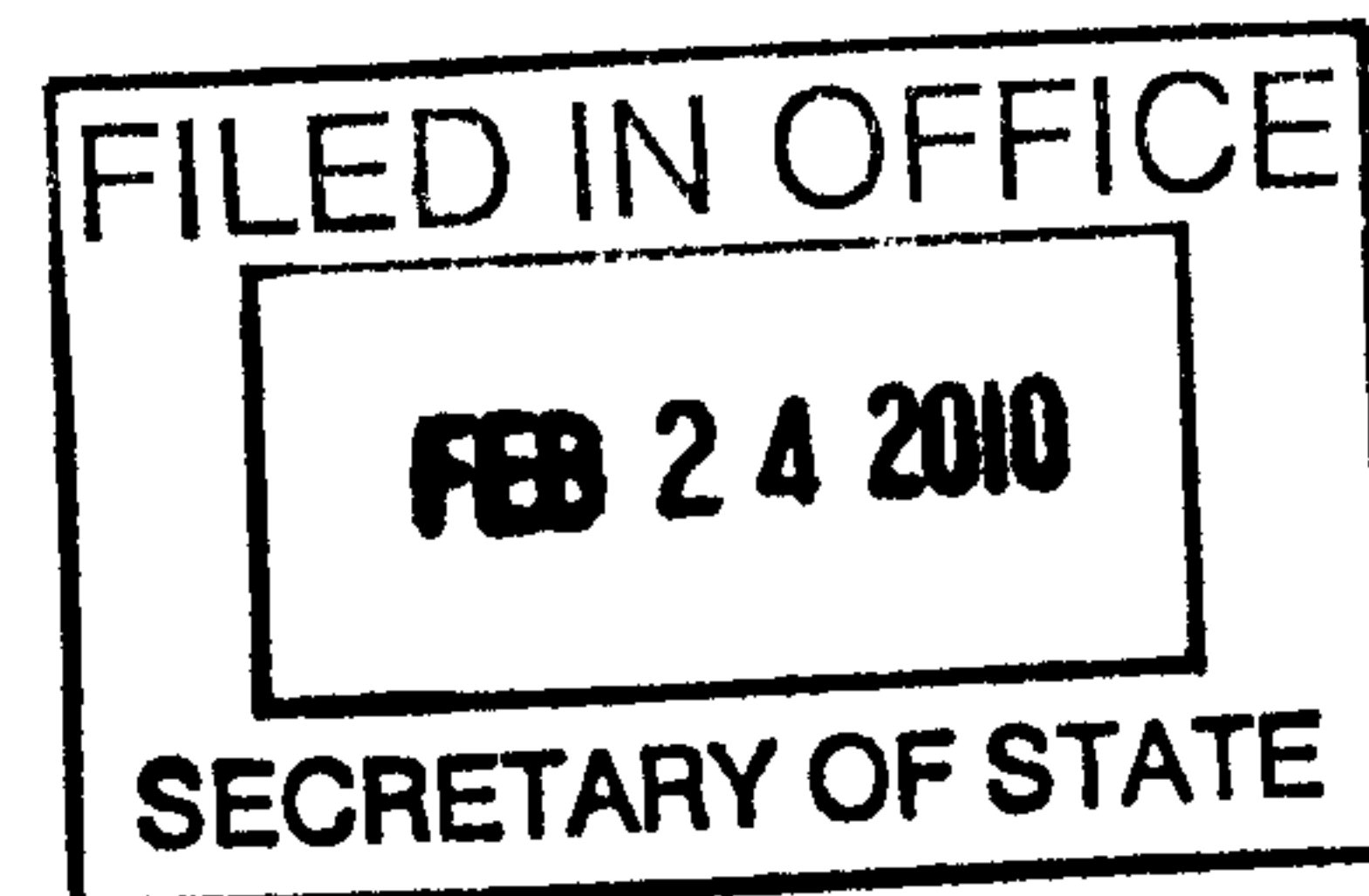


STATE OF ALABAMA)

COUNTY OF SHELBY)

20100301000058660 1/18 \$25.00
Shelby Cnty Judge of Probate, AL
03/01/2010 10:16:02 AM FILED/CERT



PLAN AND ARTICLES OF MERGER

This Plan and these Articles of Merger are made by and among Cornerstone Footings, Inc. ("Footings"), a corporation, hereinafter referred to as the Surviving Corporation, Cornerstone Waterproofing, Inc. ("Waterproofing"), a corporation, and Cornerstone Poured Walls, LLC ("Poured Walls"), a limited liability company (Waterproofing and Poured Walls hereinafter referred to as the Merging Entities).

WITNESSETH:

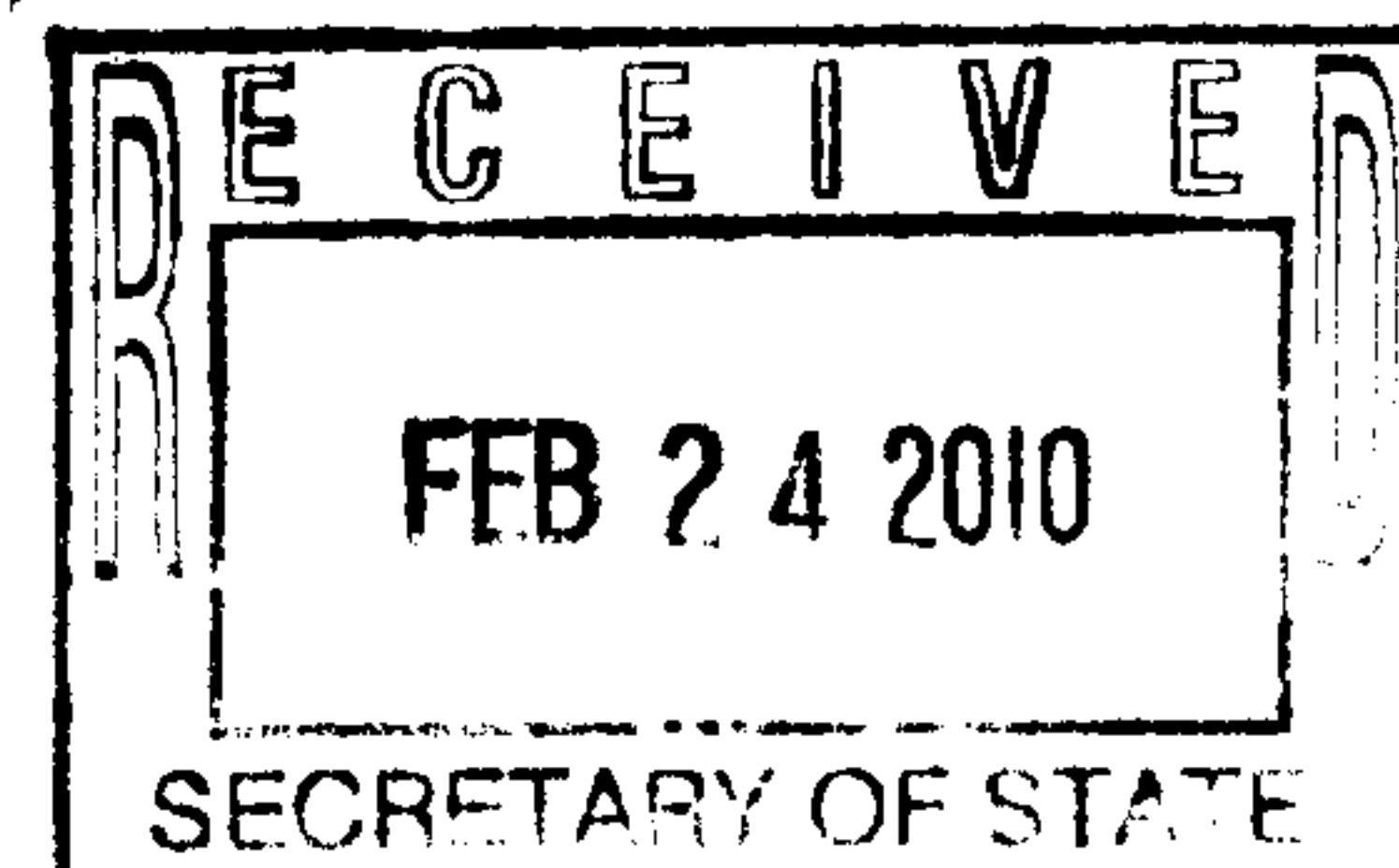
WHEREAS, pursuant to *Ala. Code* §10-2B-202 *et seq.*, on July 1, 2004, Articles of Incorporation were issued forming Cornerstone Footings, Inc. ("Footings"), as recorded as Instrument 20040716000395300 in the Office of the Judge of Probate of Shelby County, Alabama, having filed its Certificate of Incorporation in the Office of the Secretary of State of the State of Alabama on July 16, 2004, having its registered office at 111-B Owens Parkway, Birmingham, Alabama 35244, and having as its registered agent Michael L. Wood; and

WHEREAS, the total number of shares of stock which the Surviving Corporation has authority to issue, and will issue, is one hundred (100) shares, the names and ownership of which are set out on Exhibit A, attached and made a part hereof; and

WHEREAS, pursuant to *Ala. Code* §10-12-1, *et seq.*, on July 8, 1998 Articles of Organization were executed forming Cornerstone Poured Walls, LLC ("Poured Walls"), as recorded in Book 9808, at Page 8174, in the Office of the Judge of Probate of Jefferson County, Alabama, having filed its Articles of Organization in the Office of the Secretary of State of the State of Alabama on July 8, 1998, having its registered office at 111-B Owens Parkway, Birmingham, Alabama 35244, and having as its registered agent Myron Naramore; and

WHEREAS, pursuant to *Ala. Code* §10-2B-202 *et seq.*, on March 14, 2000, Articles of Incorporation were executed forming Cornerstone Waterproofing, Inc. ("Waterproofing"), as recorded as Instrument 200003/7388 in the Office of the Judge of Probate of Jefferson County, Alabama, having filed its Certificate of Incorporation in the Office of the Secretary of State of the State of Alabama on March 15, 2000, having its registered office at 1716 Brittany Place, Birmingham, Alabama 35226, and having as its registered agent Michael L. Wood; and

WHEREAS, the Board of Directors of Footings and of Waterproofing and the members of Poured Walls deem it advisable that the Merging Entities be merged into the Surviving Corporation on the terms and conditions set forth below, in accordance with applicable provisions of the statutes of the State of Alabama, which permit such merger.



NOW, THEREFORE, in consideration of the agreements, covenants and provisions set out below, and pursuant to *Ala. Code* §10-2B-211.01 *et seq.*, the Surviving Corporation, by its Board of Directors, and the Merging Entities, by their Board of Directors and Members, as applicable, do hereby enter into this Plan and these Articles of Merger and agree as follows:

ARTICLE I

The Surviving Corporation and the Merging Entities shall be merged into a single Corporation (the "Merger"), in accordance with applicable provisions of *Ala. Code* §10-2B-211.01 *et seq.*, and the laws of the State of Alabama by the Merging Entities merging into the Surviving Corporation, which shall be the Surviving Corporation.

ARTICLE II

Upon the Merger's becoming effective under the laws of the State of Alabama (such time being referred to herein as the "Effective Date of the Merger"):

1. Poured Walls and Waterproofing and Footings shall be a single corporation, which shall be Cornerstone Footings, Inc., the Surviving Corporation, and the separate existence of Poured Walls and Waterproofing shall cease, except to the extent, if any, provided by the laws of the State of Alabama;

2. the Surviving Corporation shall thereupon possess all the rights, privileges, immunities and franchises of Poured Walls and Waterproofing; and all property, real and personal, and all debts due on whatever account, and every other interest belonging to or due to Poured Walls and/or Waterproofing, shall be vested in the Surviving Corporation without further act or deed;

3. the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of Poured Walls and Waterproofing, and all existing or pending claims, actions or proceedings by or against Poured Walls and/or Waterproofing may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the appropriate entity, and neither the rights of creditors nor any liens upon the property of Poured Walls and/or Waterproofing shall be impaired by the Merger;

4. the Surviving Corporation hereby agrees that it may be served with process in the State of Alabama in any proceeding for the enforcement of any obligation of either Poured Walls or Waterproofing, including those arising from the Merger;

5. with respect to Poured Walls and Waterproofing, the aggregate amount of net assets of each that was available to support and pay dividends before the Merger, shall continue to be available for the payment of dividends by the Surviving Corporation, except to the extent that all or a portion of those net assets may be transferred to the stated capital of the Surviving Corporation;

6. the By-Laws of the Surviving Corporation as they existed immediately before the effective date of Merger shall be the By-Laws of the Surviving Corporation; and

7. the persons who shall serve on the Board of Directors and as the officers of the Surviving Corporation shall be those persons set forth on Exhibit A, attached hereto and made a part hereof.

ARTICLE III

The Articles of Incorporation of the Surviving Corporation shall not be amended in any respect by reason of these Articles of Merger, and the Articles of Incorporation shall constitute the Articles of Incorporation of the Surviving Corporation unless or until it is subsequently amended by the action of the Board of Directors and shareholders. The Articles of Incorporation are set forth in Exhibit B, attached hereto and made a part of this Plan and Articles of Merger.

ARTICLE IV

The Membership ownerships of Poured Walls, and the shares of Waterproofing and Footings shall be converted into shares of the Surviving Corporation in the ownerships set out on Exhibit A attached.

ARTICLE V

The Surviving Corporation shall pay all expenses incurred for the purpose of bringing these Articles of Merger and the Merger herein described into effect.

ARTICLE VI

Should the Surviving Corporation have reason to request any further assignments, conveyances or other transfers which it is advised by counsel are necessary to vest in the Surviving Corporation title to any property or rights of any of the parties, the officers and directors of the appropriate entity shall execute any assignment, conveyance or transfer to vest such property or rights in the Surviving Corporation.

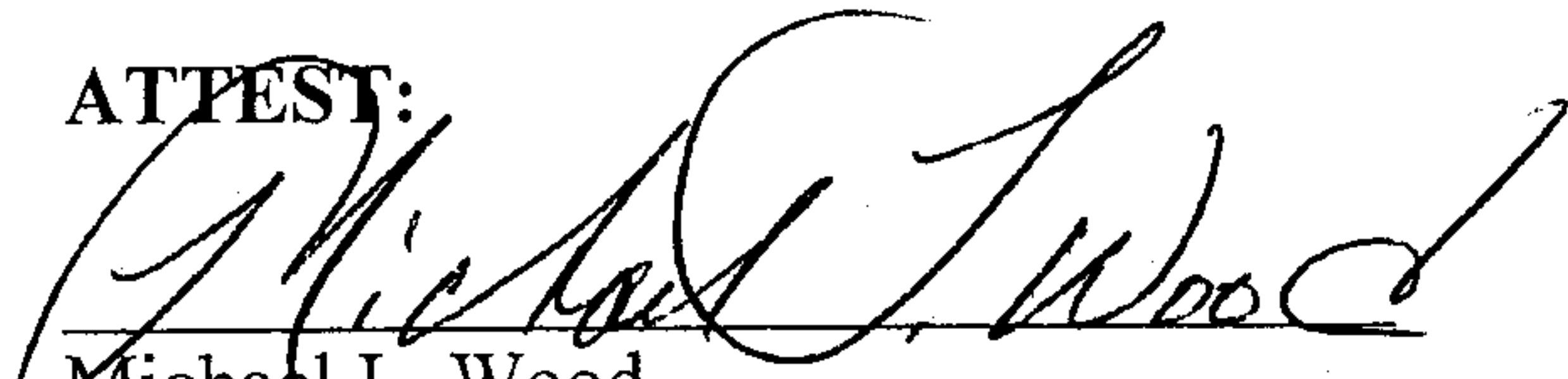
ARTICLE VII

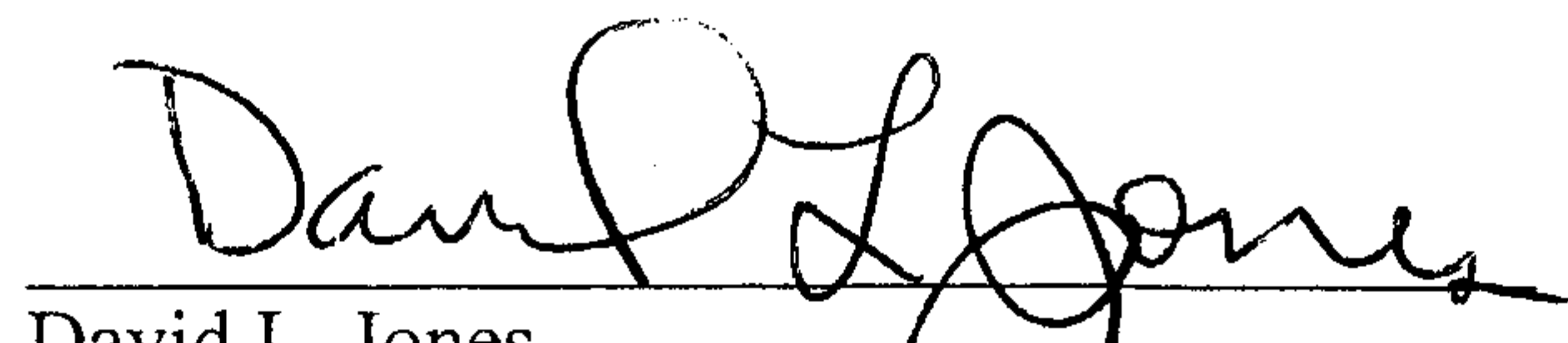
This Plan and these Articles of Merger shall be submitted to the members and shareholders of the parties hereto, as applicable, for consideration at a meeting of the shareholders and/or members held in accordance with the organizational documents of each entity, and with the laws of the State of Alabama; and upon (1) the approval by the shareholders and members of each entity, as applicable, and (2) the subsequent execution, filing and recording of such documents shall then take effect and be the Plan of Merger of the entities. This Plan and these Articles of Merger may be abandoned by (1) any of the parties hereto by the action of its Board of Directors if such action is taken before the Plan and Articles of Merger has been approved by the shareholders or members of the entity seeking abandonment, or (2) the mutual consent of all parties hereto if their respective Board of Directors or members, as applicable, shall adopt a resolution abandoning this Plan and these Articles of Merger before the effective date of the Merger.


IN WITNESS WHEREOF, Poured Walls, Waterproofing, and Footings, acting by the authority set out in a resolution adopted by their respective Board of Directors or Members, as

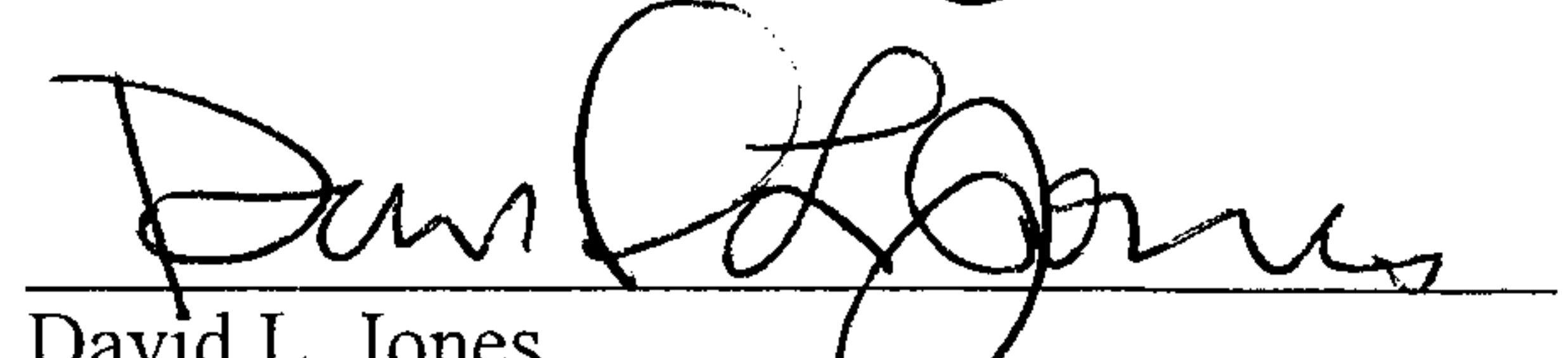
applicable, have directed this Plan and these Articles of Merger to be executed by the President and attested to by each party.

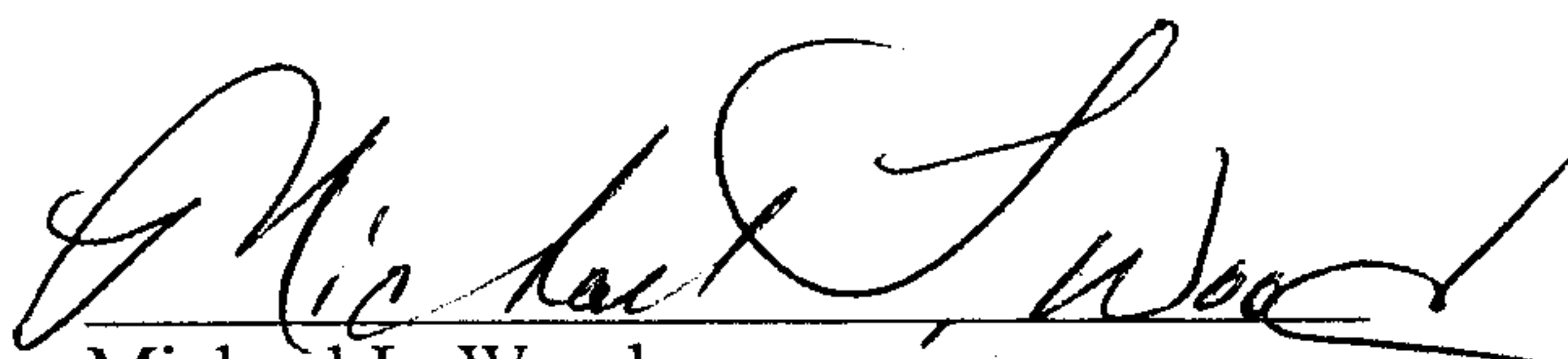
ATTEST:

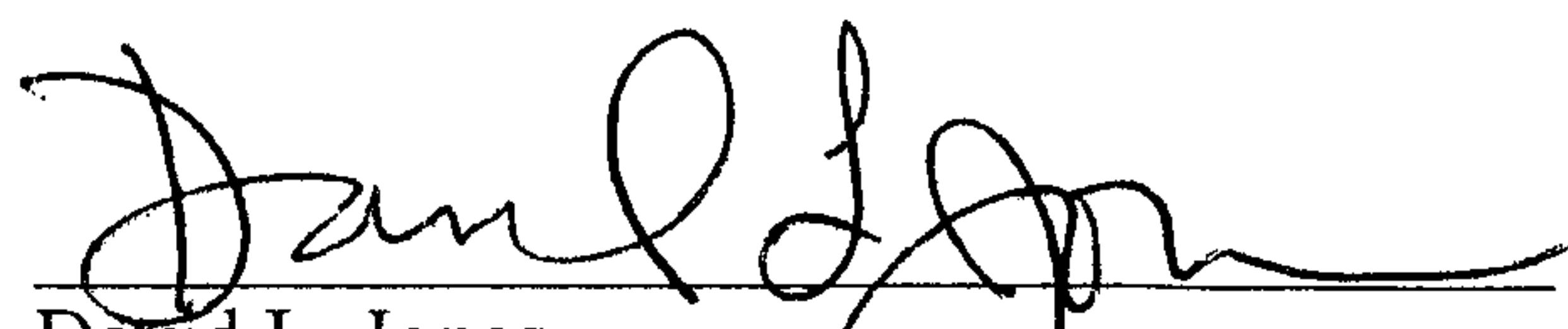

Michael L. Wood
Secretary of Cornerstone Footings, Inc.


David L. Jones
President of Cornerstone Footings, Inc.


Michael L. Wood
Secretary of Cornerstone Waterproofing, Inc.

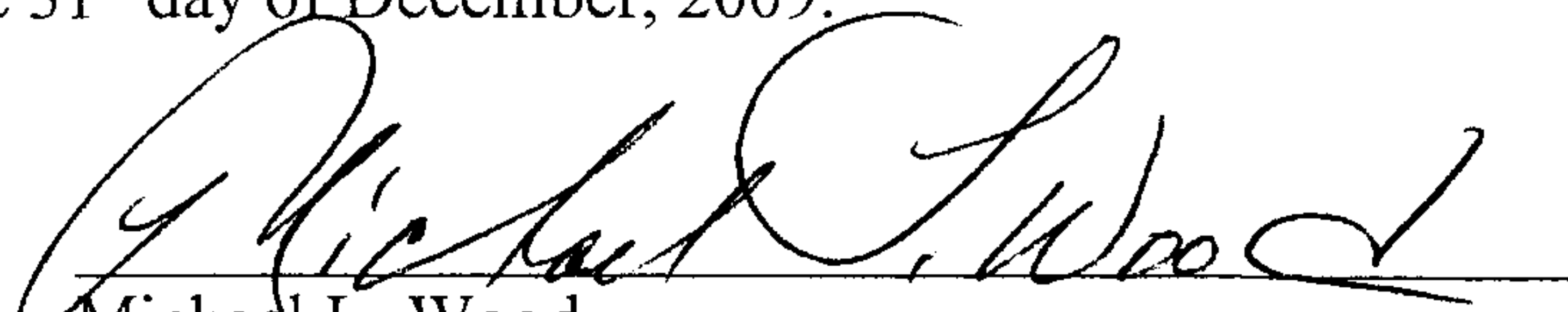

David L. Jones
President of Cornerstone Waterproofing, Inc.


Michael L. Wood
Managing Member
Cornerstone Poured Walls, LLC


David L. Jones
Managing Member
Cornerstone Poured Walls, LLC

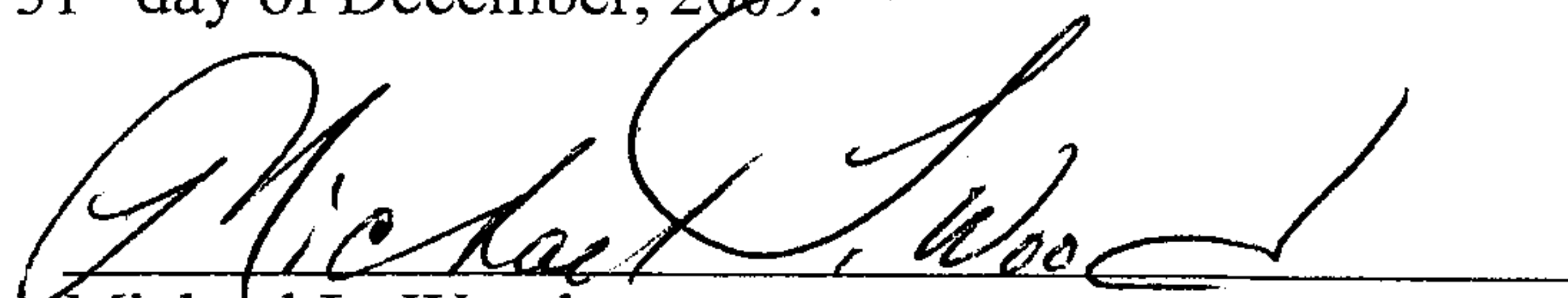
I, the undersigned, Secretary of Cornerstone Footings, Inc., a corporation organized and existing under the laws of the State of Alabama, hereby certify, as such Secretary, and under the seal of the corporation, that the Articles of Merger to which this certificate is attached, after having been first duly signed on behalf of the corporation by the President and Secretary of Cornerstone Footings, Inc., a corporation, was duly submitted to the shareholders of Cornerstone Footings, Inc., a corporation, at a special meeting of said shareholders, called and held separately from the meeting of shareholders of any other corporation, upon waiver of notice, signed by all shareholders, for the purpose of considering and taking action upon the Articles of Merger, that shares of stock of the Corporation were on said date issued and outstanding and that the holders of the shares voted by ballot unanimously in favor of the Articles of Merger; and that thereby the Articles of Merger were at the meeting duly adopted as the act of the shareholders of Cornerstone Footings, Inc., and the duly adopted agreement of the corporation.

Witness my hand and seal as of the 31st day of December, 2009.


Michael L. Wood
Secretary of Cornerstone Footings, Inc.

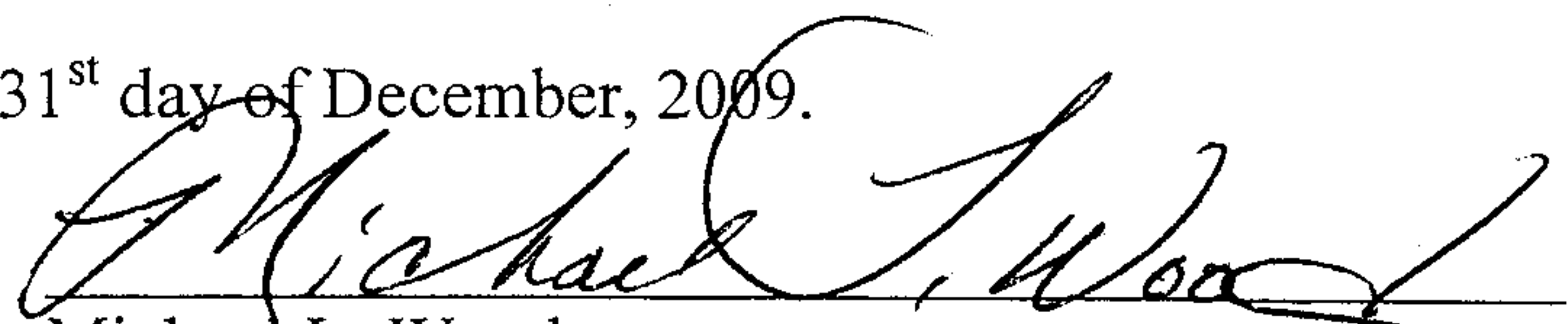
I, the undersigned, Secretary of Cornerstone Waterproofing, Inc., a corporation organized and existing under the laws of the State of Alabama, hereby certify, as such Secretary, and under the seal of the corporation, that the Articles of Merger to which this certificate is attached, after having been first duly signed on behalf of the corporation by the President and Secretary of Cornerstone Waterproofing, Inc., a corporation, was duly submitted to the shareholders of Cornerstone Waterproofing, Inc., a corporation, at a special meeting of the shareholders, called and held separately from the meeting of shareholders of any other corporation, upon waiver of notice, signed by all shareholders, for the purpose of considering and taking action upon the Articles of Merger, that shares of stock of said Corporation were on said date issued and outstanding and that the holders of the shares voted by ballot unanimously in favor of the Articles of Merger; and that thereby the Articles of Merger were at the meeting duly adopted as the act of the shareholders of Cornerstone Waterproofing, Inc., and the duly adopted agreement of the corporation.

Witness my hand and seal as of the 31st day of December, 2009.


Michael L. Wood
Secretary of Cornerstone Waterproofing, Inc.

I, the undersigned, Managing Member of Cornerstone Poured Walls, LLC, a limited liability company organized and existing under the laws of the State of Alabama, hereby certify, as such Managing Member, that the Articles of Merger to which this certificate is attached, after having been first duly signed on behalf of the limited liability company by the Managing Members of Cornerstone Poured Walls, LLC, was duly submitted to the members of Cornerstone Poured Walls, LLC, at a special meeting of the members, called and held separately from the meeting of members of any other limited liability company, upon waiver of notice, signed by all members, for the purpose of considering and taking action upon the Articles of Merger, that ownership interests were on said date issued and outstanding and that the holders of the ownership interests voted by ballot unanimously in favor of the Articles of Merger; and that thereby the Articles of Merger were at the meeting duly adopted as the act of the members of Cornerstone Poured Walls, LLC, and the duly adopted agreement of the limited liability company.

Witness my hand and seal as of the 31st day of December, 2009.


Michael L. Wood
Managing Member
Cornerstone Poured Walls, LLC



THE ABOVE ARTICLES OF MERGER, having been executed by the President and Secretary of each corporate party thereto, and the Managing Members of the Limited Liability Company, and having been adopted separately by the shareholders and Members, as applicable, of each party thereto, in accordance with the provisions of the laws of the State of Alabama, and the fact having been certified on the Articles of Merger by the Secretary of each corporate party thereto and the Managing Member of the Limited Liability Company, is now hereby executed under the corporate seals of the respective Corporations, by the authority of the directors, shareholders, and members thereof, as the respective act, deed and agreement of each of the Corporations and Limited Liability Company, as of the 31st day of December, 2009.

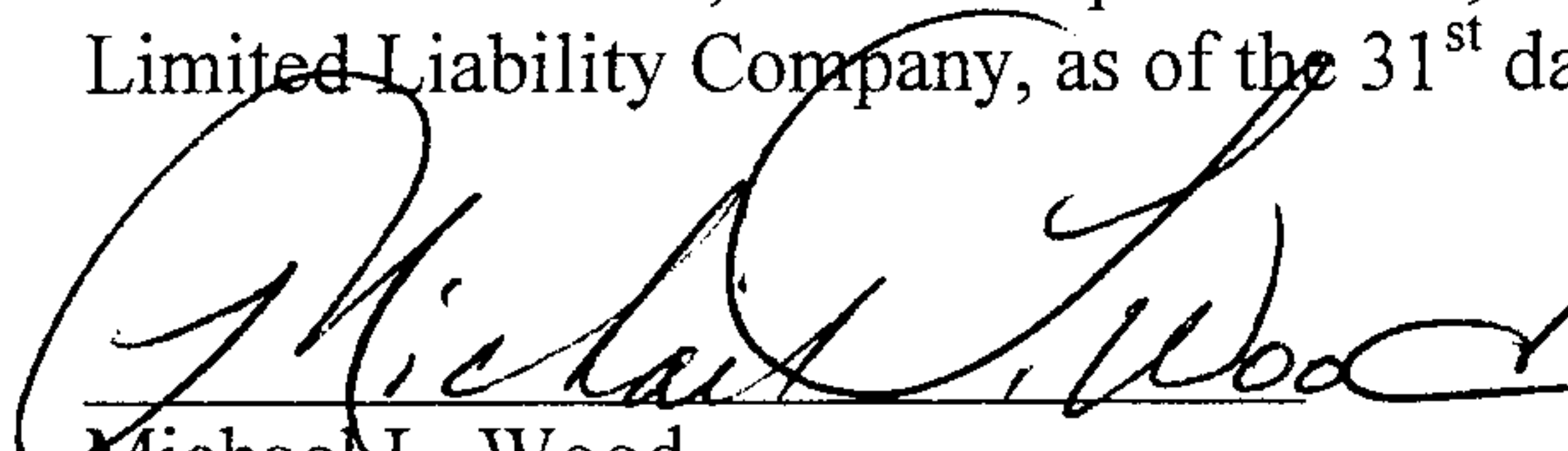
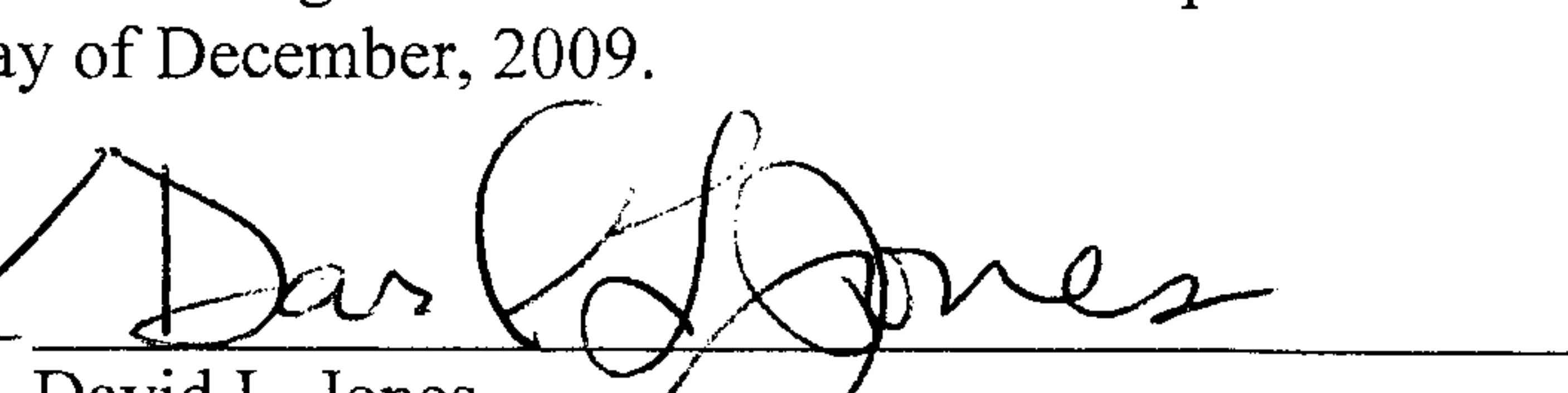
	
Michael L. Wood	David L. Jones
Secretary of Cornerstone Footings, Inc.	President of Cornerstone Footings, Inc.

EXHIBIT "A"

<u>SHAREHOLDER</u>	<u># OF SHARES</u>	<u>POSITION</u>
Robert Hasting	250	Director
Michael L. Wood	250	President & Director
Roy L. Martin	200	Director
James Powers	150	Director
William A. Tolbert	90	Director
Gary W. Franklin	60	Secretary/Treasurer & Director



20100301000058660 7/18 \$25.00
Shelby Cnty Judge of Probate, AL
03/01/2010 10:16:02 AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

Exhibit B

20040716000395300 Pg 1/11 95.00
Shelby Cnty Judge of Probate, AL
07/16/2004 14:00:00 FILED/CERTIFIED

ARTICLES OF INCORPORATION
OF
CORNERSTONE FOOTINGS, INC.

KNOW ALL MEN BY THESE PRESENTS: The undersigned, acting as the Incorporator of a corporation under the Code of Alabama, adopts the following Articles of Incorporation for such corporation (the "Corporation"):

ARTICLE I
NAME

The name of the Corporation shall be CORNERSTONE FOOTINGS, INC.

ARTICLE II
PURPOSE

The purposes for which this Corporation is organized shall be the transaction of any and all lawful business for which Corporations may be organized under the Alabama Business Corporation Act. In furtherance, but not in limitation of the aforesaid purposes of this Corporation, and without limitation of the powers conferred by statute or general rules of law, this Corporation shall have the following powers in addition to others now or hereafter conferred by law:

- (a) To engage in the business of pouring concrete footings.
- (b) To purchase, acquire, take, receive, own, hold, improve, use, sell, convey, assign, exchange, trade, transfer, release, mortgage, encumber, pledge, lease, hire and deal in real and personal property or any interest therein of any kind or character, wherever situated.
- (c) To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, exchange or otherwise dispose of, and invest, trade and deal in and with goods, wares and merchandise and personal property of every class and description, whether or not the same specifically pertain to any class of business specifically enumerated among the purposes of this Corporation; and to own and operate mines, plants, factories, mills, warehouses, yards, merchandise stores, commissaries, and all other installations or establishments of whatever character or description, together with the equipment, rolling stock and other facilities used or useful in connection therewith or incidental thereto.
- (d) To apply for, purchase, or acquire by assignment, transfer or otherwise, and hold, mortgage or otherwise pledge, and to sell, exchange, transfer, deal in and in any manner dispose of, and to exercise, carry out and put to use any license, power, authority, concession,

20100301000058660 8/18 \$25.00
Shelby Cnty Judge of Probate, AL
03/01/2010 10:16:02 AM FILED/CERT

franchise, letters patent of the United States or any foreign country, patent rights, processes, formula, know-how, methods, copyrights, trademarks, tradenames, or any other right or privilege, and to grant licenses or rights in any of the foregoing, and to make or grant any of the foregoing which any corporation can make or grant.

(e) To acquire and pay for in cash, bonds or stock of this Corporation or otherwise, the goodwill, rights, assets and properties of any person, firm, partnership, association, trust, estate, or corporation and to undertake, assume, or enter into contracts of guaranty or indemnity with respect to the whole or any part of the obligations or liabilities of any such person, firm, association, trust, estate or corporation; to hold, or in any manner dispose of the whole or any part of the properties so acquired; to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of any such business, whether or not such business is directly or indirectly related to any class of business specifically enumerated among the purposes of this Corporation.

(f) To acquire, by purchase, subscription or otherwise, and to own, hold, sell, trade, exchange, lend, hypothecate, assign, deposit in escrow, pledge, mortgage, encumber, transfer or otherwise dispose of, invest in, deal in and deal with stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, investment contracts, puts, calls, stock rights, participations, partnership interests (whether general or limited), mortgages or securities executed or issued by the government of the United States or by any other government, state, territory, governmental district, municipality, country, political entity or any subdivision or instrumentality of any of the foregoing, or by any person or individual, partnership, firm, association, trust investment company, corporation, or otherwise, whether public or private and whether organized and existing under the laws of Alabama or any other state or foreign country, and to issue and exchange for any or all such stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, investment contracts, puts and calls, stock rights, participations, partnership interests, mortgages, or other securities, the stocks, stock rights, bonds, debentures, evidences of indebtedness or other securities of this Corporation, and this Corporation shall have the express power to hold, sell, assign, transfer, mortgage, pledge, encumber, deposit in escrow, lend, hypothecate, trade or otherwise dispose of all or any part of its interest in any such stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, investment contracts, puts, calls, stock rights, participations, partnership interests, mortgages or securities so acquired by it, and while the owner thereof, to exercise all the rights, privileges and powers of ownership, including the right to vote thereon, to the same extent as a natural person may do, subject to the limitations, if any, on such rights now and hereafter provided by the laws of Alabama or of such other jurisdiction as are applicable in the premises, whether or not the exercise of such rights of ownership involves the conduct, management, participation or ownership of any business not related to any class of business specifically enumerated among the purposes of this Corporation and whether or not the exercise of such rights of ownership and the retention of such property involves a sharing or delegation of control over the business or property of this Corporation with or to persons other than the board of directors of this Corporation.

(g) To borrow and lend money, without security, or upon the giving or receipt of such security as the board of directors of the Corporation may deem advisable by way of mortgage, pledge, transfer, assignment, creation of security interest in or otherwise of income, or real and personal property of every nature and description, or by way of guaranty or otherwise.

(h) To draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, debentures and other negotiable or transferrable instruments.

(i) To issue bonds, debentures or other securities or obligations and to secure the same by mortgage, pledge, deed of trust, or otherwise.

(j) To purchase, take, receive, redeem or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of its own shares of stock, and its bonds, debentures, notes, scrip or other securities or evidences of indebtedness, and to hold, sell, transfer, reissue or cancel the same.

(k) To endorse, or otherwise guarantee, or obligate itself for, or enter into any indemnity agreement with respect to, or pledge or mortgage all or any part of its properties for the payment of the principal or interest, or either, on any bonds, debentures, notes, scrip, coupons, or other obligations or evidences of indebtedness, or the performance of any contract, mortgage, or obligation, or the payment of dividends or the redemption or purchase price or liquidation rights of any stock, or any other stock, of any other corporation or association, domestic or foreign, or of any person, firm, partnership or joint venture.

(l) To lend money and use its credit to assist its employees, officers, directors, suppliers, customers, subsidiaries or shareholders.

(m) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount or duration, with any person, firm, partnership, trust, estate, association, corporation, state, territory, municipality, country, government, governmental district, body politic, or any subdivision or instrumentality thereof.

(n) To buy, sell and deal in real and personal property of every nature and description and leases respecting the same and estates and interest therein and mortgages and securities thereon, in making and obtaining loans, whether secured by such property or not, and in supervising, managing and protecting such property and loans and all interests in and claims affecting the same.

(o) To participate with any person, partnership, trust, estate, firm, association, or corporation in any general partnership, limited partnership (whether as general partner or as limited partner, or both), joint venture, syndicate, pool or other association of any kind and to enter into any lawful arrangements for sharing of profits, union of interest, syndication, pooling of interest, reciprocal concession, joint ownership, or cooperation, as partner (general or limited), joint venturer, or otherwise, with any person, partnership, trust, estate, firm,



association, or corporation, for the purpose of any transaction, undertaking, or arrangement, or the carrying on of any business within the power of a corporation organized under the laws of Alabama, whether or not such participation or arrangements involve sharing or delegation of control over the business or properties of this Corporation with or to persons other than this Corporation's board of directors and whether or not such participation or arrangements involves the conduct, management, participation or ownership of any business not related to any class of business specifically enumerated among the purposes of this Corporation.

(p) To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust or other enterprise.

(q) To enter into any plan or project for the assistance and welfare of its directors, officers or employees; to pay pension and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans, medical reimbursement plans, and other incentive plans for any or all of its directors, officers or employees.

(r) Subject to the limitations and restrictions imposed by Alabama law or by the law of any other jurisdiction whose law is applicable in the premises, to indemnify any person who was or is threatened to be made a party to any threatened, pending, or completed claim, action, suit, or proceeding and including actions by or in the right of the Corporation, by reason of the fact that he or she is or was a director, officer, employee or agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) and (if such action is not by or in the right of the Corporation) judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the defense or settlement of 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 Corporation; and to purchase and maintain insurance on behalf of any such person who is or was a director, officer, employee or agent of this Corporation or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another corporation, 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 this Corporation would have the power to indemnify him or her against such liability.

(s) To make donations for the public welfare or for charitable, scientific or educational purposes.

(t) To transact any lawful business which the board of directors finds to be in aid of governmental policy.

(u) To have and exercise all powers necessary or convenient to effect its purposes, including its purpose to carry on any or all lawful business for which corporations may be organized under the Alabama Business Corporation Act.



ARTICLE III

LOCATION AND MAILING ADDRESS OF INITIAL REGISTERED OFFICE AND NAME OF INITIAL REGISTERED AGENT

The location and mailing address of the initial registered office of the Corporation shall be:

111-B Owens Parkway
Birmingham, AL 35244

The name of the Corporation's initial registered agent at said address shall be:

Michael L. Wood

ARTICLE IV AUTHORIZED CAPITAL SHARES

The total number of shares which the Corporation shall have authority to issue is 1000 shares of Common Stock of the par value of \$1.00 per share, of one class only.

ARTICLE V RESTRICTIONS ON TRANSFER OF STOCK

All issued shares of stock of this Corporation of all classes shall be subject to the following restrictions on transfer:

(a) For purposes of this Article V:

(i) A shareholder desiring to sell or otherwise transfer, give or assign his or her stock in this Corporation, in whole or in part, shall be referred to as the "offeror";

(ii) The shareholders, individually and collectively, of this Corporation, other than the shareholder-offeror to whom such sale or other transfer is proposed shall be referred to as the "offeree"); and

(iii) The shareholders, individually and collectively, of this Corporation, other than the shareholder-offeror, shall be referred to as the "optionee(s)."

(b) Any shareholder in this Corporation may, without restriction or limitation, sell, or otherwise transfer, his or her stock herein, in whole or in part, to any other shareholder(s) in this Corporation.

(c) In the event any shareholder desires to sell or otherwise transfer his or her stock herein, in whole or in part, to any other shareholder(s) in this Corporation:

(i) The offeror shall furnish and deliver to the Corporation and to the optionee(s), at each of their last known business addresses, a letter of intent, containing the name and address of the offeree, and complete details as to the terms and conditions of the offer under which said sale or other transfer is to be effectuated.

(ii) The offeror shall grant to the Corporation the first option and shall grant to the other shareholders of the Corporation the second option to purchase said stock or effectuate such transfer of said stock to it or themselves, under the same terms and condition as set forth in the letter of intent described in subparagraph (i) hereinabove.

(iii) The Corporation shall be considered as the primary optionee and shall have sixty (60) days from the date of receipt of the letter of intent within which to exercise such option, by letter in writing, addressed to the offeror, and copies thereof to each of the other optionees, at each of their last known business addresses. Upon the failure of the Corporation to exercise its option, each of the other optionees shall have sixty (60) days from the date of the expiration of the first option period within which to exercise their said option. In the absence of any other agreement between or among the optionees, if all the optionees elect to purchase said stock, said stock of the offeror shall be purchased by the optionees in the same proportion as their respective stock ownership in the Corporation. If all optionees do not elect to purchase their proportionate share of the offeror's stock, such optionees who desire to purchase such stock shall be entitled to purchase such proportionate share of the offeror's stock as the percentage of his or her respective stock interest in the Corporation bears to the total percentage of all stock interests in the Corporation held by all of the optionees desiring to purchase the offeror's stock. Notwithstanding the foregoing, the election of the optionees to purchase proportionate shares of the offeror's stock not aggregating the offeror's entire stock shall be of no effect.

(iv) If the Corporation and the optionees fail to elect to purchase said stock within said option period, then the offeror shall be free to sell all of his or her stock to the original offeree at the price and upon the terms and conditions set forth in said offer; provided, however, that such sale must be consummated within two (2) months following the expiration of the optionee's second option.

(v) Upon a sale or other transfer to the offeree, the offeree will then hold said stock as a shareholder, subject to all of the terms and conditions of these Articles of Incorporation in the place and stead of the selling shareholder, including the provisions contained in this Paragraph.

(vi) If said sale is not made between selling shareholder and such other purchaser within said two (2) month period after the expiration of said second option, all of the terms, conditions and restrictions of this Paragraph of these Articles of

Incorporation shall be reinstated and the right of the selling shareholder to sell his stock to such purchaser pursuant to said original offer shall terminate.

ARTICLE VI

NAME AND ADDRESS OF INCORPORATOR

The name and mailing address of the incorporator is as follows:

NAME	MAILING ADDRESS
James J. Odom, Jr.	Post Office Box 11244 Birmingham, AL 35202-1244

ARTICLE VII

NUMBER OF DIRECTORS AND NAMES AND ADDRESSES OF INITIAL BOARD

There shall be six (6) Directors constituting the initial Board of Directors. The name and mailing address of the persons who shall serve as Director until the first annual meeting of the shareholders of the Corporation or is to serve as Director until his successor is elected and qualified is as follows:

NAME	MAILING ADDRESS
Michael L. Wood	111-B Owens Parkway Birmingham, AL 35244
David L. Jones	111-B Owens Parkway Birmingham, AL 35244
James R. Powers	111-B Owens Parkway Birmingham, AL 35244
Robert Hastings	111-B Owens Parkway Birmingham, AL 35244
Bill Tolbert	111-B Owens Parkway Birmingham, AL 35244
Gary Franklin	111-B Owens Parkway Birmingham, AL 35244



ARTICLE VIII DURATION

The duration of this Corporation shall be perpetual.

ARTICLE IX LIMITATION ON NUMBER OF SHAREHOLDERS

All of the Corporation's issued shares of all classes, exclusive of treasury shares, shall be held of record by not more than ten (10) persons. For purposes of determining the number of holders of record of the stock of this Corporation, stock which is held in joint or common tenancy or by the entireties shall be treated as held by one shareholder.

ARTICLE X INTERNAL AFFAIRS

The following provisions for the regulation of the business and for the conduct of the affairs of the Corporation, the Directors and the shareholders are hereby adopted:

(a) The initial By-Laws of the Corporation shall be adopted by the shareholders. The power to alter, amend or repeal the By-Laws or adopt new By-Laws shall be vested in the Board of Directors and the shareholders, or either of them, which power may be exercised in the manner and to the extent provided in the By-Laws; provided, however, that the Board of Directors may not alter, amend or repeal any By-Law which was adopted by the shareholders and specifically provides that it cannot be altered, amended or repealed by the Board of Directors, or which is not permitted by applicable law to be altered, amended or repealed solely by action of the Board of Directors. The By-Laws may contain any provisions for the regulation of the business and for the conduct of the affairs of the Corporation, the Directors and shareholders not inconsistent with the Alabama Business Corporation Act or these Articles of Incorporation.

(b) The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The number of Directors comprising the initial Board of Directors shall be the number of persons listed as Directors in Article VIII hereof. Thereafter, the number of Directors of the Corporation shall be fixed by, or in the manner provided in, the By-Laws or, in the absence of a By-Law providing for the number of Directors, the number of Directors shall be the same as the number comprising the initial Board of Directors. The number of Directors may be increased or decreased from time to time, in the manner provided in the By-Laws, provided that no decrease shall have the effect of shortening the term of any incumbent Director, except that any Director may be removed for cause, by a vote of the holders of 75 percent of the shares then entitled to vote at an election of Directors at a meeting of shareholders held pursuant to the laws of Alabama.

(c) In furtherance, and not in limitation, of the powers conferred by statute, the Board of Directors is expressly authorized:

(i) To fix and determine and to vary the amount of working capital of the Corporation; to determine whether any, and if any, what 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; to direct and determine the use and disposition of any surplus or net profits over and above the capital shares paid in; and

(ii) To make, from time to time (so far as may be permitted by federal or state law and regulations), temporary secured or unsecured loans when, in the judgment of the Board of Directors, the money so loaned is not at the time required in the conduct of the business of the Corporation.

(d) Any action required or permitted to be taken at any meeting of the Board of Directors or of the shareholders may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board, if action by Directors is involved, or by all of the shareholders entitled to vote thereon, if action by shareholders is involved, and if such written consent is filed with the minutes of proceedings of the Board or of the shareholders, as the case may be.

(e) At any time and from time to time when authorized by resolution of the Board of Directors and, except as otherwise provided in the within Articles of Incorporation and by statute, without any action by its shareholders, the Corporation may:

(i) Issue or sell for such consideration as may be fixed from time to time by the Board of Directors, any number of its capital shares, and whether out of the unissued shares thereof authorized by these Articles of Incorporation, as from time to time amended, or out of shares of its capital shares acquired by it after the issuance thereof;

(ii) Issue and sell its obligations, secured or unsecured, and in bearer, registered or such other form, and including such provisions as to redeemability, convertibility or otherwise, as the Board of Directors, in its sole discretion, may determine, and mortgage or pledge as security therefor, any property of the Corporation, real or personal, including after-acquired property; and

(iii) Issue or grant, for such consideration as may from time to time be fixed by the Board of Directors, warrants or options, in bearer, registered or such other form as the Board of Directors may determine, for the purpose of its capital shares with or without par value of any class within such period of such price per share as the Board of Directors may determine. Such warrants or options may be issued or granted separately or in connection with the issue of any bonds, debentures, notes or other evidences of indebtedness of capital shares of any class of the Corporation and for such consideration and on such terms and conditions as the Board of Directors in its sole discretion may determine.

(f) The Corporation shall have a lien upon all shares subscribed for or issued for the full subscription price thereof or any debt or liability incurred to it by the subscriber or shareholder, which lien may be exercised by cancellation, forfeiture, or public or private sale, upon reasonable notice, of such subscription, which remedies are cumulative to an action to enforce payment or other remedies provided by law. At the election of the Corporation, a subscriber shall not be considered as a shareholder until said subscription shall have been paid in full.

(g) The Corporation shall have the right to purchase, take, receive or otherwise acquire, hold, own, pledge, and transfer or otherwise dispose of its own shares, but purchases of its own shares, whether direct or indirect, shall be made only to the extent of unreserved and unrestricted earned surplus available therefor, or to the extent of unreserved and unrestricted capital surplus available therefor.

ARTICLE XI RIGHT TO AMEND PROVISIONS IN CERTIFICATE

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

THE UNDERSIGNED, being the incorporator hereinabove named, for the purpose of forming a corporation pursuant to the Alabama Business Corporation Act, has executed the foregoing Articles of Incorporation on this 18th day of July, 2004.



James J. Odom, Jr.



20100301000058660 17/18 \$25.00
Shelby Cnty Judge of Probate, AL
03/01/2010 10:16:02 AM FILED/CERT

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on Feb 24, 2010

DATE Feb 25, 2010

Beth Chapman
Secretary of State



20100301000058660 18/18 \$25.00
Shelby Cnty Judge of Probate, AL
03/01/2010 10:16:02 AM FILED/CERT