

**ARTICLES OF ORGANIZATION
OF
PIHAKIS INVESTMENT GROUP II, LLC**

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

The undersigned, desiring to form a limited liability company under the laws of the State of Alabama, does hereby adopt the following Articles of Organization (the “Articles”):

ARTICLE I
NAME

The name of the limited liability company shall be **PIHAKIS INVESTMENT GROUP II, LLC** (the “Company”).

ARTICLE II
PERIOD OF DURATION

The term for which the Company is to exist as a limited liability company shall commence on the date these Articles of Organization are filed in the office of the Judge of Probate of Shelby County, Alabama, and shall continue until the Company shall be dissolved (a) upon the written consent of all members, (b) as provided in the Operating Agreement, or (c) as may be required by the Alabama Limited Liability Company Act, Code of Alabama, 1975, §§10-12-1, et seq., and any successor statute governing the operation of a limited liability company in Alabama (the “Act”).

ARTICLE III PURPOSE

The Company is formed to transact any and all lawful business for which a limited liability company may be organized under the Act, including, but not limited to the following:

1. To consolidate the management of certain properties owned directly and indirectly by the Members; to promote the efficient and economical management of the properties by holding them in a single entity; to provide protection from future legal and equitable claims against Members; to make a profit and increase the family wealth; to facilitate the administration and reduce the cost associated with a disability or probating a estate; to prevent an interest in the Company from being transferred because of a failed marriage; to avoid the division of certain properties in order to promote the greater sales potential of the properties; to avoid potential expensive litigation and disputes over the properties by providing mechanisms which will provide for their management and procedures to resolve disputes; and to provide mechanisms which will eliminate the potential in the future of any Member transferring his or her interest in the Company without first offering that interest to the other Members or permitted transferees;
2. To engage generally in the real estate business, and to acquire, own, hold, develop, and operate real estate enterprises, as operator, managing agent, principal, agent, partner, stockholder, syndicate member, associate, joint venturer, participant, or otherwise; to invest funds in and to raise funds to be invested in such business; to purchase, construct, or otherwise acquire and own, develop, operate, lease, mortgage, pledge, and sell or otherwise dispose of real estate enterprises and other properties and any interest therein; and to do any and all things necessary or incident thereto;
3. To manage and control investments in other partnerships, businesses, and entities, whether in the form of debt, equity, or otherwise; and to hold, buy, sell, lease, pledge, mortgage, and otherwise deal in or dispose of those investments or similar interests;
4. To invest in stocks, bonds, securities, and other similar interests, including, without limitation, purchasing, selling, and dealing in stocks, bonds, notes, and evidences of indebtedness of any person, firm, enterprise, corporation, or association, domestic or foreign, and bonds and any other obligations of any government, state or municipality, school district or any political subdivision thereof, domestic or foreign, and bills of exchange and commercial paper, and any and all other securities of any kind, nature or description whatsoever; to invest in gold, silver, grain, cotton, and other commodities and provisions usually dealt in or on exchanges, or upon the over-the-counter-market; to form, organize, capitalize, and invest in, alone or jointly with others, and to sell or otherwise dispose of the same to others, and to form corporations, partnerships, joint ventures, limited liability companies, trusts, and other business entities, and in general, without limitation of the foregoing, to conduct such activities as are usual and customary in connection with stocks,



bonds, securities, and other investments in corporations, partnerships, joint ventures, limited liability companies, trusts, and other business entities; and

5. To transact or engage in any other business that may be lawfully conducted in limited liability company form.

In furtherance of the business of the Company, the Company shall have all of the rights, powers and authority conferred under or by virtue of the Act and/or under the terms and provisions of this Agreement.

In the discretion of the Manager, the Company may conduct any additional business which would be legal for a limited liability company to conduct in Alabama or any other jurisdiction in which the Company is operating.

ARTICLE IV
LOCATION OF REGISTERED OFFICE
AND NAME OF REGISTERED AGENT

The initial registered office of the Company shall be at 3755 Corporate Woods Drive, Vestavia Hills, Alabama 35242, and the name of the initial registered agent at such address shall be Nick R. Pihakis.

ARTICLE V
MEMBERS AND ORGANIZERS

The name and address of each initial Member of the Company is set forth on **Exhibit "A"** attached to these Articles. The Organizer of the Company is Nick R. Pihakis. The address of each Organizer of the Company is set forth on the signature page of these Articles.

ARTICLE VI
ADDITIONAL MEMBERS

Subject to the terms and conditions of the Company's Operating Agreement, the Members reserve the right to admit additional Members and to determine the consideration to be paid by new Members.



ARTICLE VII OPERATING AGREEMENT

The Operating Agreement of the Company (the "Operating Agreement") shall be executed by each Member of the Company and shall set forth all provisions for the affairs of the Company and the conduct of its business to the extent that such provisions are not inconsistent with law or these Articles.

ARTICLE VIII CONTINUATION UPON WITHDRAWAL OF MEMBER

The existence of the Company shall continue upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any event which terminates the continued membership of a Member in the Company (collectively, "Cessation of Membership"), as long as there are at least one remaining Member and that Member carries on the business of the Company (any such remaining Member being hereby authorized to carry on the business of the Company), or within ninety (90) days after the Cessation of Membership of the last Member all of the holders of the financial rights in the Company agree in writing to continue the legal existence and business of the Company, and to the appointment, effective as of the date of such event, of one or more additional Members.

ARTICLE IX LIABILITIES OF MEMBERS AND MANAGER

Members and managers of the Company are not liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, manager, agent or employee of the Company.

ARTICLE X MANAGEMENT

The Company shall be initially managed by one (1) manager. All Managers are required to be Class A Members or Affiliates (as defined in the Operating Agreement) of Class A Members. The number of Managers may be increased or decreased from time to time by the Class A Members as provided in the



Operating Agreement. The manager may be removed and replaced by the Members, as provided in the Operating Agreement. The name and business address of the initial Manager is:

Manager's Name

Nick R. Pihakis

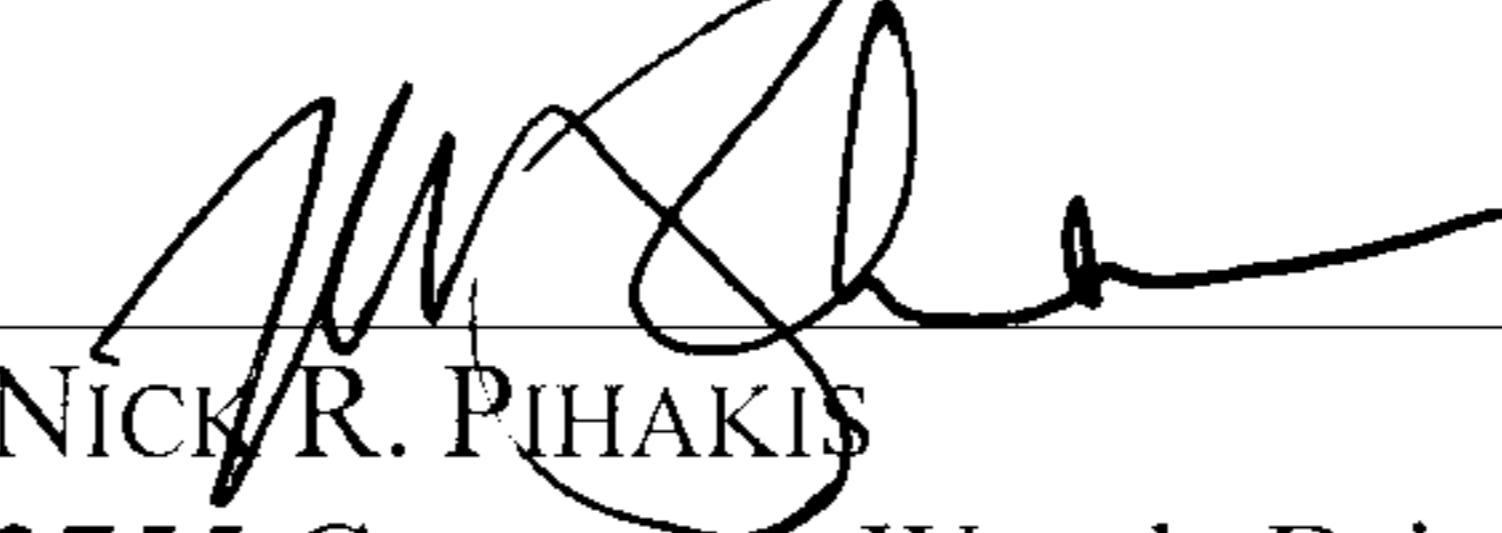
Address

3755 Corporate Woods Drive
Vestavia Hills, Alabama 35242

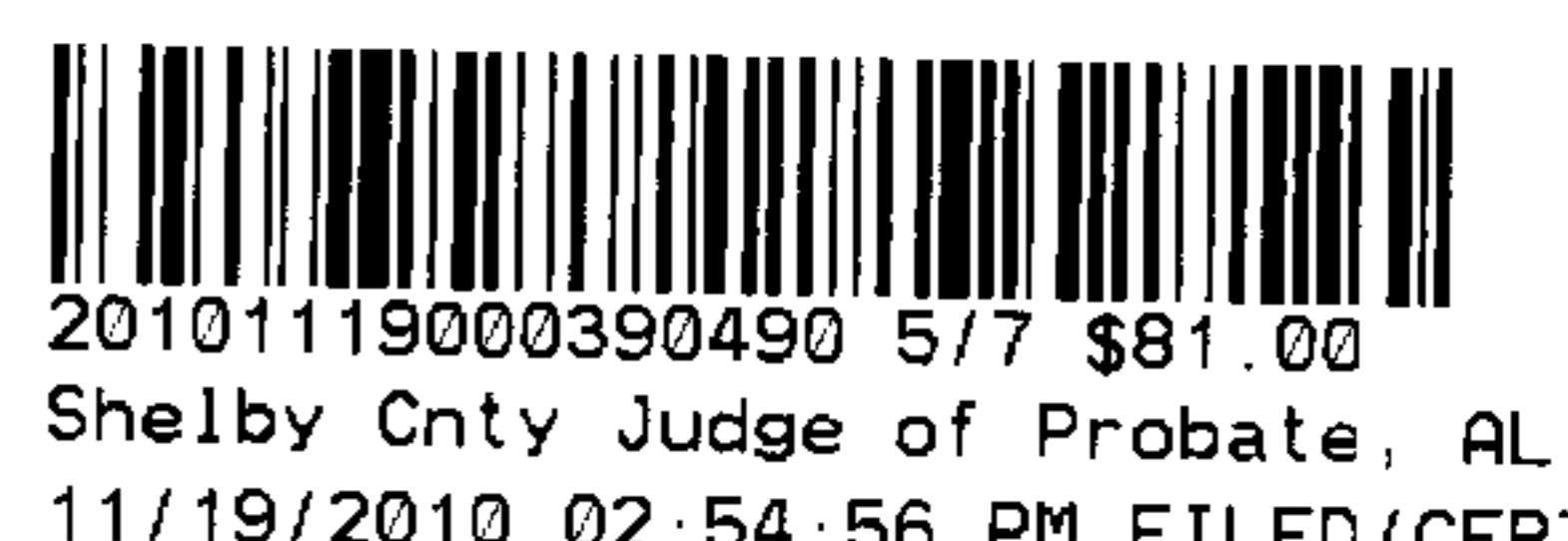
ARTICLE XII
CLASSES AND RIGHTS

The Company shall have two classes of membership interest, Class A Membership Interests with both financial and governance rights and Class B Membership Interests with financial rights only. The Company may have additional classes of membership interests, from time to time, as may be approved in writing by the Members. The rights, duties and preferences of the classes shall be set forth in the Operating Agreement of the Company.

IN WITNESS WHEREOF, the undersigned Organizer has caused these Articles of Organization to be executed this 17th day of November, 2010.



NICK R. PIHAKIS
3755 Corporate Woods Drive
Vestavia Hills, Alabama 35242



ACKNOWLEDGMENTS

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Nick R. Pihakis, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, such person, executed the same voluntarily.

GIVEN under my hand and official seal this 13th day of November, 2010.

(SEAL)

Robert M. Datchey
Notary Public
My Commission Expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 20, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS**



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Shelby Cnty Judge of Probate, AL
11/19/2010 02:54:56 PM FILED/CERT

EXHIBIT "A"

Names and Addresses of Initial Members

Name	Address	Class A Member	Class B Member
Nick R. Pihakis	3755 Corporate Woods Drive Vestavia Hills, Alabama 35242	Yes	Yes
Constance M. Pihakis Revocable Trust dated December 31, 2007	c/o Nick R. Pihakis, Trustee 3755 Corporate Woods Drive Vestavia Hills, Alabama 35242	Yes	Yes
Nicholas J. Pihakis Revocable Trust dated December 31, 2007	c/o Nick R. Pihakis, Trustee 3755 Corporate Woods Drive Vestavia Hills, Alabama 35242	Yes	Yes
Catherine R. Pihakis Trust dated December 28, 2007	c/o Suzanne T. Pihakis, Trustee 3755 Corporate Woods Drive Vestavia Hills, Alabama 35242	Yes	Yes

