



20120103000003650 1/4 \$156.00
Shelby Cnty Judge of Probate, AL
01/03/2012 03:52:14 PM FILED/CERT

Prepared by:
David C. Skinner, L.L.C.
1603 21st Street South
Birmingham, AL 35205
(205) 871-9566

The Manager of the Company may appoint a Custodian of this and any other Company records. This Instrument and all collateral documents or instruments in any way related to this Instrument, including, without limitation, amendments, reports, accountings, etc., may be archived on computer readable media without the necessity for any individual or entity to retain or maintain an "original" signed copy of any such instrument. A copy of any instrument printed from a digital image of an "original" shall be treated as an original in all respects subject to confirmation by the Custodian that the "printing" in question is true and accurate in all respects. The Company and every signatory of this instrument hereby releases and discharges the Custodian of any liability whatsoever and arising by reason of his/its status as Custodian to include the loss of records under any circumstances whatsoever and the Company and every signatory shall defend, indemnify and hold such Custodian harmless, of and from, any claims, losses, costs, damages or expenses of any nature whatsoever and in any way related to or arising from the status of such individual or entity as Custodian or his/its activities as such Custodian.

Articles of Organization of

31 Lupine Drive LLC

an Alabama limited liability company

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 do hereby sign and adopt these Articles of Organization, and, upon the filing for record of these Articles of Organization in the office of the Judge of Probate of the County in Alabama which is the county of the initial registered office established herein, the existence of a limited liability company (hereinafter referred to as the "Company"), under the name set forth in Section 1.01 of Article I hereof, shall commence.

Article I. Statutory Requirements.

1.01 Name. The Name of the Company shall be **31 Lupine Drive LLC**

1.02 Duration. The duration of the Company shall be perpetual, unless otherwise limited or sooner terminated by amendment hereto as provided in these Articles or in the Operating Agreement between the undersigned members and any duly adopted amendments to or restatements of said Articles or Operating Agreement.

1.03 Purpose. The purposes, objects and powers of the Company are: (a) to engage in any lawful business, investment, act or activity for which an Alabama Limited Liability Company may be organized under the Act and (b) to have and to exercise any and all of the powers specifically granted in the Act, none of which shall be deemed to be inconsistent with the nature, character or the object of the Company and none of which are denied to it by these Articles of Organization.

1.04 Registered Office & Agent. The location and mailing address of the initial registered office and agent of the Company shall be:

Registered Agent

Justin H. Kane

Registered Office

100 Corporate Drive; Suite 400
Birmingham, AL 35242

1.05 Initial Members. The name and address of the organizing and initial members of the

Company are:

Member

Joan M. Kane

Address

100 Corporate Drive; Suite 400
Birmingham, AL 35242

1.06 Additional Members. Additional members may be admitted to membership in the Company, but only in the event that every then existing member of the Company has first consented in writing, after reasonable notice, to the admission of such proposed additional member as becoming and being such members of the Company.

1.07 Dissolution by Cessation of Membership. The cessation of any member or members to be a member of the Company shall not operate to dissolve the Company so long as, following the cessation of such member or members to be a member, there still remains at least one member of the Company.

1.08 Management. The business and affairs of the Company shall be managed by the following named managers, who shall serve until the first annual meeting of members, or until their respective successors are duly elected and qualified:

Manager

Justin H. Kane

Address

100 Corporate Drive; Suite 400
Birmingham, AL 35242

Article II. Internal Affairs

The following provisions for the regulation of the business and for the conduct of the affairs of the Company by its managers and members are hereby adopted:

2.01 Operating Agreement. The Operating Agreement of the Company (if any) shall be adopted by the Members. The power to alter, amend, or repeal the provisions of the Operating Agreement or to amend said operating Agreement shall be vested solely in the Members, which power may be exercised in the manner and to the extent provided in these Articles and, where not inconsistent herewith, in the Operating Agreement, provided, however, that, except by unanimous consent of all Members of the Company, the Members may not alter, amend or repeal any provision in the Operating Agreement establishing the number of members, the time or place of membership meetings, or what constitutes a quorum at such membership meetings, or which was adopted by the Members and specifically provides that it cannot be altered, amended or repealed by the Members. The Operating Agreement may contain any provisions for the regulation of the business and for the conduct of the members not inconsistent with the Act or these Articles of Organization.

2.02 Management. The business and affairs of the Company shall be managed by the Manager(s) and Member(s) as set forth in the Act, these Articles, and in the Operating Agreement. Notwithstanding the foregoing, the act of the Manager for the purpose of apparently carrying on the usual and customary business or affairs of the Company shall bind the Company with respect to every third party and no third party dealing with the Company shall have any obligation to inquire into the power or authority of the Manager acting on behalf of the Company; the foregoing shall empower the Manager to do all things necessary or convenient to

carry out the business and affairs of the Company, including, without limitation: (a) the institution, prosecution and defense of any Proceeding in the Company's name; (b) the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located; (c) the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property (other than a sale of substantially all of the assets; an affidavit from the Manger that the sale in question is of less than substantially all of th Company's assets shall be conclusive with respect to all third parties); (d) the entering into contracts and guaranties; incurring of liabilities; borrowing of money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income; (e) the lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning money to, and otherwise helping Members, officers, employees, and agents; (f) the conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State; (g) the appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation; (h) the payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company; (i) the making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes; (j) the payment or donation, or any other act that furthers the business and affairs of the Company; (k) the payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered; (l) the purchase of insurance on the life of any of its Members, or employees for the benefit of the Company; (m) the participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons; (n) the indemnification of Members or any other Person.

2.03 Records. All records of the Company may be stored as digital images. Consequently, a "printing" of such digital image shall be treated as an original by all Parties and third parties and Company shall not be required to maintain the "signed original" if a digital image of such signed original is maintained.

In Testimony Whereof, witness the hand of the undersigned, by and through his/her/its/their attorney in fact, David C. Skinner, as the initial members and the initial managers as of:



Justin H. Kane, Manager
by David C. Skinner, his attorney in fact



Joan M. Kane, Sole Member
by David C. Skinner, her attorney in fact


20120103000003650 3/4 \$156.00
Shelby Cnty Judge of Probate, AL
01/03/2012 03:52:14 PM FILED/CERT

The Foregoing Parties Being All the Members and Managers of the Company.

Beth Chapman
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Beth Chapman, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, *Code of Alabama*
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

31 Lupine Drive LLC

This domestic limited liability company is proposed to be formed in Alabama and
is for the exclusive use of David Skinner, 1603 21st Street South, Birmingham, AL
35205 for a period of one hundred twenty days beginning November 9, 2011 and
expiring March 8, 2012.


20120103000003650 4/4 \$156.00
Shelby Cnty Judge of Probate, AL
01/03/2012 03:52:14 PM FILED/CERT



**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

November 9, 2011

Date

A handwritten signature in cursive script that reads "Beth Chapman".

591-162

Beth Chapman

Secretary of State