

**ARTICLES OF ORGANIZATION**  
**OF**  
**GATEWAY CENTRE, LLC**

The undersigned, pursuant to the Alabama Limited Liability Company Act, for the purpose of forming a limited liability company under the laws of the State of Alabama do hereby adopt the following Articles of Organization:

**ARTICLE I**  
**NAME**

The name of the limited liability company is **Gateway Centre, LLC**, which is hereinafter referred to as "the Company."

**ARTICLE II**  
**PERIOD OF DURATION**

The period of duration of the Company shall be perpetual or until dissolution of the Company pursuant to provisions of the Alabama Limited Liability Company Act or these Articles of Organization.

**ARTICLE III**  
**PURPOSES**

The purposes for which the Company is formed are to do any and all things hereafter set forth, to the same extent as natural persons in any part of the world, namely:

(a) **Principal Purposes.** The Company is formed to transact any and all lawful business for which a limited liability company may be organized under the Alabama Limited Liability Company Act, including but not limited to operating a business of purchasing, owning, developing, managing, leasing and selling real property.

SE (b) **Ancillary Purposes.** To do everything necessary, proper, advisable, or convenient for the accomplishment of the foregoing purposes, and to do all other things incidental to them or connected with them that are permitted or not forbidden by the Alabama Limited Liability Company Act, by other law or by these Articles of Organization.

**ARTICLE IV**  
**POWERS**

To carry out the purposes hereinabove set forth, the Company shall have and exercise all the powers conferred on it by the laws of the State of Alabama, including, but not limited to, the following:

To have and exercise all the powers specified or otherwise permitted by the Alabama Limited Liability Company Act;

To enter into, make, perform and carry out, or cancel and rescind contracts for any lawful arrangements for sharing profits or providing pensions to its employees;

To enter into general or limited partnership, limited liability company, corporation or joint venture, the purpose of which is similar to the purposes herein set forth;

To make any guaranty respecting stocks, dividends, securities, indebtedness, interests, contracts or other obligations created by any individual, partnership, association, corporation, or other entity, to the extent that such guaranties are made in pursuance to the purposes herein set forth;

To acquire (by purchase, exchange, lease, hire, or otherwise), hold, own, improve, manage, let as lessor, sub-divide, sell, convey or mortgage, either alone or in conjunction with others, real estate of every kind, character, and description whatsoever or any interest therein;

To acquire (by purchase, exchange, lease, hire or otherwise), hold, own, manage, operate, mortgage, pledge, give as security, exchange, sell, deal in and dispose of, either alone or in conjunction with others, personal property, tangible or intangible, and commodities of every kind, character, and description whatsoever or any interest in them;

To acquire (by application, assignment, purchase, exchange, lease, hire or otherwise), hold, own, use, license, lease and sell, either alone or in conjunction with others, the absolute or any partial or qualified interest in and to inventions, improvements, letters patent and applications for them, licenses, privileges, processes, copyrights and applications therefor, trademarks and applications for them, and trade names and applications for them;

To acquire (by purchase, exchange, lease, hire or otherwise), hold, own, use, assign, lease, sell, convey or mortgage, either alone or in conjunction with others, the rights, property, and business of any domestic or foreign corporations, associations, partnerships, individuals, or other entities;

To borrow or raise monies from time to time, without limit as to amount; to execute, accept, endorse, and deliver, as evidence of such borrowing, all kinds of securities, including, but without limiting the generality thereof, promissory notes, drafts, bills of exchange, bonds, debentures, and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment and performance of the obligations thereunder by mortgage on, pledge

of, or other security interest in the whole or any part of the assets of the corporation, whether at the time owned or after acquired;

To make donations for the public welfare or for charitable, scientific, or educational purposes;

To indemnify any person made a party to any action, suit, or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, is or was a member, manger, officer, or employee of the limited liability company, or of any entity which he served in such capacity at the request of the limited liability company, against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it, and to reimburse any such person any amount paid upon any judgment or in the reasonable costs of settlement of any such action, suit or proceedings; but to make no indemnification or reimbursement in relation to matters as to which it shall be finally adjudged in this action, suit, or proceeding that the member, manager, officer, or employee is liable for gross negligence or willful misconduct in the performance of duty to the limited liability company.

To do all and everything necessary, suitable, or proper for the accomplishment of any of the enumerated purposes or any other purpose which the manager or the members may deem advantageous for the limited liability company, the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in conjunction with other limited liability companies, corporations, firms or individuals, and either as principals or as agents, and to do every act or acts, thing or things, incidental or pertinent to or growing out of or connected with the aforesaid objects, purposes or powers or any of them.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the limited liability company, and the enjoyment and exercise thereof, conferred by the laws of the State of Alabama.

#### **ARTICLE V**

#### **ADDRESS AND REGISTERED AGENT**

The initial registered office of the Company is 121 Coosa Street, Suite 200, Montgomery, Alabama 36104 and the initial registered agent at that address is William R. Helms.

#### **ARTICLE VI**

#### **INITIAL MEMBERS**

The names and mailing addresses of the initial members of the Company are:

Randy Roark	121 Coosa Street, Suite 200 Montgomery, Alabama 36104
William R. Helms	121 Coosa Street, Suite 200 Montgomery, Alabama 36104

**ARTICLE VII**  
**ADDITIONAL MEMBERS**

Additional members may be admitted upon unanimous agreement of the then existing members.

**ARTICLE VIII**  
**CONTINUITY AFTER EVENT OF DISSOCIATION**

Upon the death, retirement, resignation, bankruptcy or dissolution of a member or any other event which causes dissociation of a member, the Company may be continued by consent of the holders of a majority of the financial interest in the Company within ninety (90) days of the event causing dissociation.

**ARTICLE IX**  
**MANAGEMENT**

The Company is to be managed by the Managers. The names and addresses of the Managers who are to serve as until their successors are elected and qualified are as follows:

William R. Helms	121 Coosa Street, Suite 200 Montgomery, Alabama 36104
------------------	--

Randy Roark	121 Coosa Street, Suite 200 Montgomery, Alabama 36104
-------------	--

**ARTICLE X**  
**POWERS OF THE MANAGER**

The Manager shall have the sole right to manage the business of the Company and may, upon the prior written consent of a majority of the Members, exercise all of the rights and powers of the Company as provided by law or this instrument, including, but not limited to, the power:

(a) To sell, transfer, assign, convey, manage or otherwise dispose of or deal with all or any part of the Company's business or property;

(b) To acquire interests in real property and/or personal property (and mortgages thereon) directly or indirectly through the purchase of partnership interests in partnerships owning real and/or property, including the direct or indirect acquisition of real property in which the Manager or the members own any interest, develop any such real property and, in connection with the business of the Company, enter into financing transactions, and sale or leaseback of property, and the lease and/or purchase of property, and acquire any other assets consistent with the business of the Company, even if the Manager or the members own, directly or indirectly, an interest therein;

(c) To borrow money, arrange financing or refinancing or arrange modifications of existing debts, issue evidences of indebtedness, guarantee the indebtedness of others, and secure the same by mortgage, deed of trust, pledge of other lien, in furtherance of the Company's purposes and business;

(d) To execute and deliver such documents on behalf of the Company as may be deemed necessary or desirable for the Company's business;

(e) To perform, or cause to be performed, all of the Company's obligations under any agreement to which the Company or any nominee of the Company is a party, except in the event that the Manager determines, in good faith, that such performance is not in the best interests of the Company or its members; and

(f) To do any act that is necessary and incidental to carrying out the foregoing.

Any person dealing with the Company or its property shall be entitled to rely fully upon any deed, mortgage, bill of sale, contract, lease, sublease, note or other written instrument signed by the Manager in the name of or on behalf of the Company.

#### **ARTICLE XI** **LIABILITIES OF MEMBERS AND MANAGER**

Members and any Manager of the Company are not liable under any judgment, decree or order of a court, or in any manner, for a debt, obligation or liability of the Company.

#### **ARTICLE XII** **ORGANIZER**

The name and address of the Organizer of the Limited Liability Company is:

Walter H.C. McKay  
105 Tallapoosa Street, Suite 200  
Montgomery, Alabama 36104

IN WITNESS WHEREOF, the undersigned Organizer has executed these Articles of Organization, on this the 7th day of February, 2008.

Walter H.C. McKay

**THIS INSTRUMENT PREPARED BY:**

Walter H.C. McKay  
BALCH & BINGHAM LLP  
Post Office Box 78  
Montgomery, Alabama 36101-0078  
334/834-6500



STATE OF ALA.  
MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
CORP 00277 PG 0989-0994 2008 Feb 07  
03:33PM  
REESE MCKINNEY JR.  
JUDGE OF PROBATE

INDEX	\$5.00
REC FEE	\$35.00
CERT	\$0.00
CHECK TOTAL	\$40.00
69960	

Clerk: NANCY 03:34PM