

September 9, 2021

City of Foley  
407 E. Laurel Avenue  
Foley, Alabama 36535

To Whom it May Concern,

Flowers 8, LLC requests the additional land that was added to the corner lot on the Southwest corner of the intersection of County Road 12 west and Highway 59 be annexed into the City of Foley. The lot that is presently on the corner is in the city limits of Foley. The dimension of that lot is 250' X 350'. The resubdivision of the land made the corner parcel 330' along county road 12 and 400' along Highway 59. This resubdivision resulted in an 80' strip of land along county road 12 and a 50' strip along highway 59 that are not in the City Limits of Foley. We are requesting that the entire corner parcel of Lot 1 of the resubdivision be annexed into the City of Foley with a zoning classification of B-1A. The corner is already B-1A and this would be in line with that zoning classification. We appreciate your consideration of our request.

Sincerely,

Flowers 8, LLC

A handwritten signature in black ink that reads "Gary J. Flowers Mgr". The signature is written in a cursive, slightly slanted style.

Gary J Flowers, Manager  
19810 County Road 12 South  
Foley, Alabama 36535



# PETITION FOR ANNEXATION

We, the undersigned PETITIONERS, owners of the property described in the attached Exhibit A and as delineated on the map attached as Exhibit B, such property being outside the corporate limits of the City of Foley, Alabama, but which is now, or at the time this petition is acted upon will be, contiguous to the said corporate limits, and such property not lying within the corporate limits of any other municipality, do by these presents hereby petition the City of Foley, a municipal corporation, that said property be annexed into the City of Foley, Alabama pursuant to the authority of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS further petition that the Honorable Mayor and City Council of the City of Foley, Alabama, set a date for the hearing of this petition and adopt an ordinance annexing such property.

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 9<sup>th</sup> day of September, 2021.

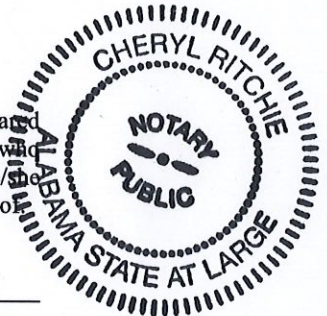
Gary J. Flowers Mgr  
Petitioner's Signature

\_\_\_\_\_  
Petitioner's Signature

STATE OF ALABAMA  
BALDWIN COUNTY

On this 9<sup>th</sup> day of September, 2021, before me personally appeared Gary J. Flowers, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**My Commission Expires 1-14-2025**

STATE OF ALABAMA  
BALDWIN COUNTY

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



### ATTACHMENT TO PETITION

PETITIONER(S) REQUEST PROPERTY BE INITIALLY ZONED AS FOLLOWS:

- |                                     |       |   |
|-------------------------------------|-------|---|
| <input type="checkbox"/>            | R-1A  | Residential Single Family                 |
| <input type="checkbox"/>            | R-1B  | Residential Single Family                 |
| <input type="checkbox"/>            | R-1C  | Residential Single Family                 |
| <input type="checkbox"/>            | R-1D  | Residential Single Family                 |
| <input type="checkbox"/>            | R-1R  | Restricted Residential Single Family      |
| <input type="checkbox"/>            | R-2   | Residential Single Family & Duplex        |
| <input type="checkbox"/>            | R-3   | Residential Multi Family                  |
| <input type="checkbox"/>            | R-4   | Residential Single Family & Duplex        |
| <input type="checkbox"/>            | GPH-1 | Residential Garden-Patio Homes            |
| <input type="checkbox"/>            | TH-1  | Residential Townhouses                    |
| <input type="checkbox"/>            | MH-1  | Residential Mobile Home Park/Subdivision  |
| <input type="checkbox"/>            | OSP   | Open Space/Reservation District           |
| <input type="checkbox"/>            | PDD   | Planned Development District              |
| <input type="checkbox"/>            | PUD   | Planned Unit Development                  |
| <input type="checkbox"/>            | PID   | Planned Industrial District               |
| <input type="checkbox"/>            | B-1   | Central Business District                 |
| <input checked="" type="checkbox"/> | B-1A  | Commercial Extended Business District     |
| <input type="checkbox"/>            | B-2   | Commercial Neighborhood Business District |
| <input type="checkbox"/>            | B-3   | Commercial Local Business District        |
| <input type="checkbox"/>            | PO    | Preferred Office District                 |
| <input type="checkbox"/>            | M-1   | Light Industry                            |
| <input type="checkbox"/>            | A-O   | Agriculture Open Space                    |
| <input type="checkbox"/>            | H     | Overlying area of Historic District       |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

**Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.**

Number of homes currently located on the property being annexed 0

Number of occupants Adults 0 Race n/a

Number of businesses currently located on the property being annexed \_\_\_\_\_

**(If more than one business on property, print information on back.)**

Name of business \_\_\_\_\_

Owner's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed \_\_\_\_\_

☐ No

Gary J. Flowers Mgr  
Petitioner's Signature Date

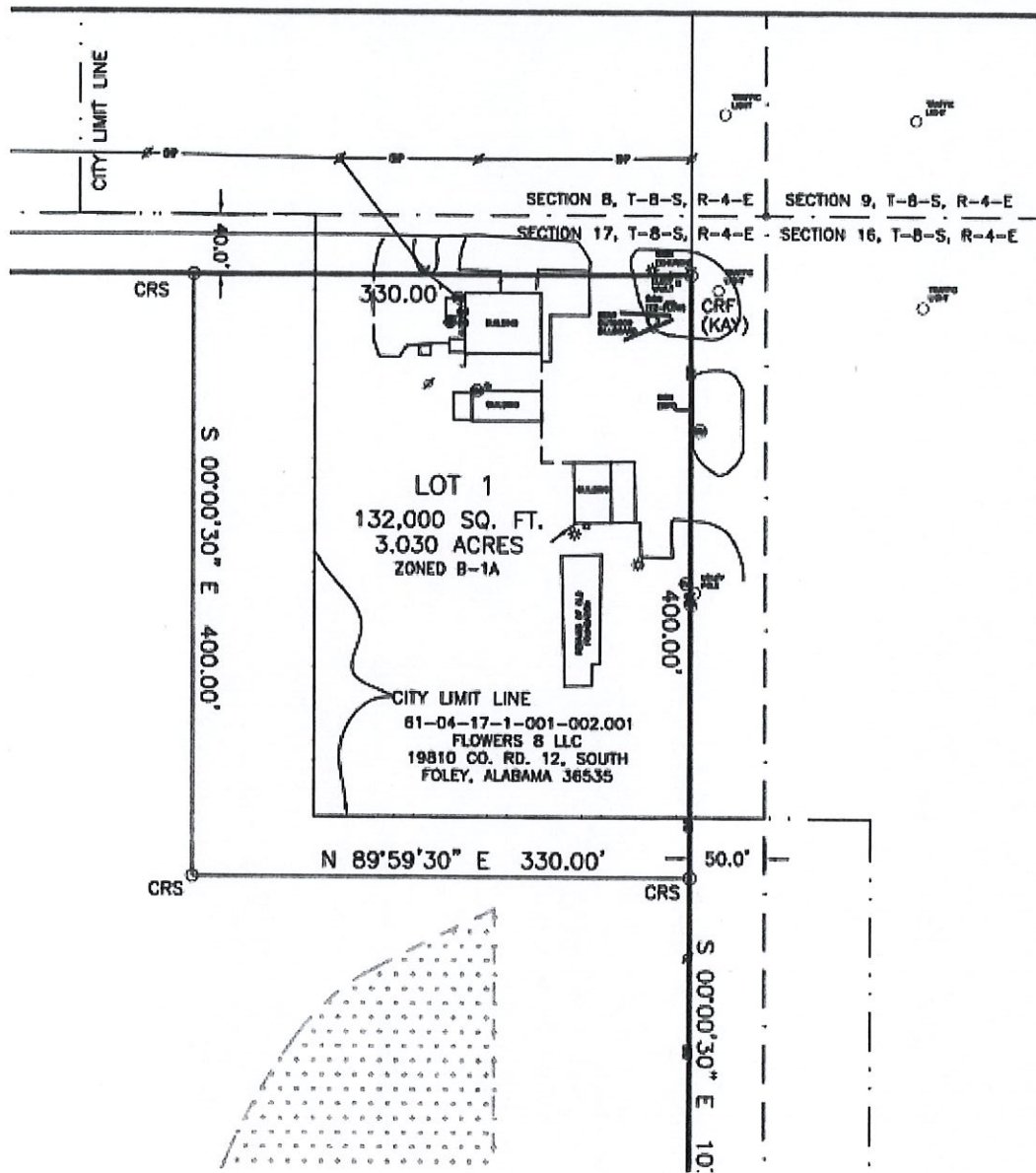
\_\_\_\_\_  
Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?

☐ Yes

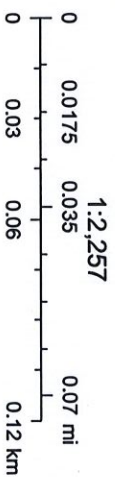
☐ No





[illegible]

	Misc		Coastal Control Line
	Parcels		Lot Lines
	Centerlines		County Boundary



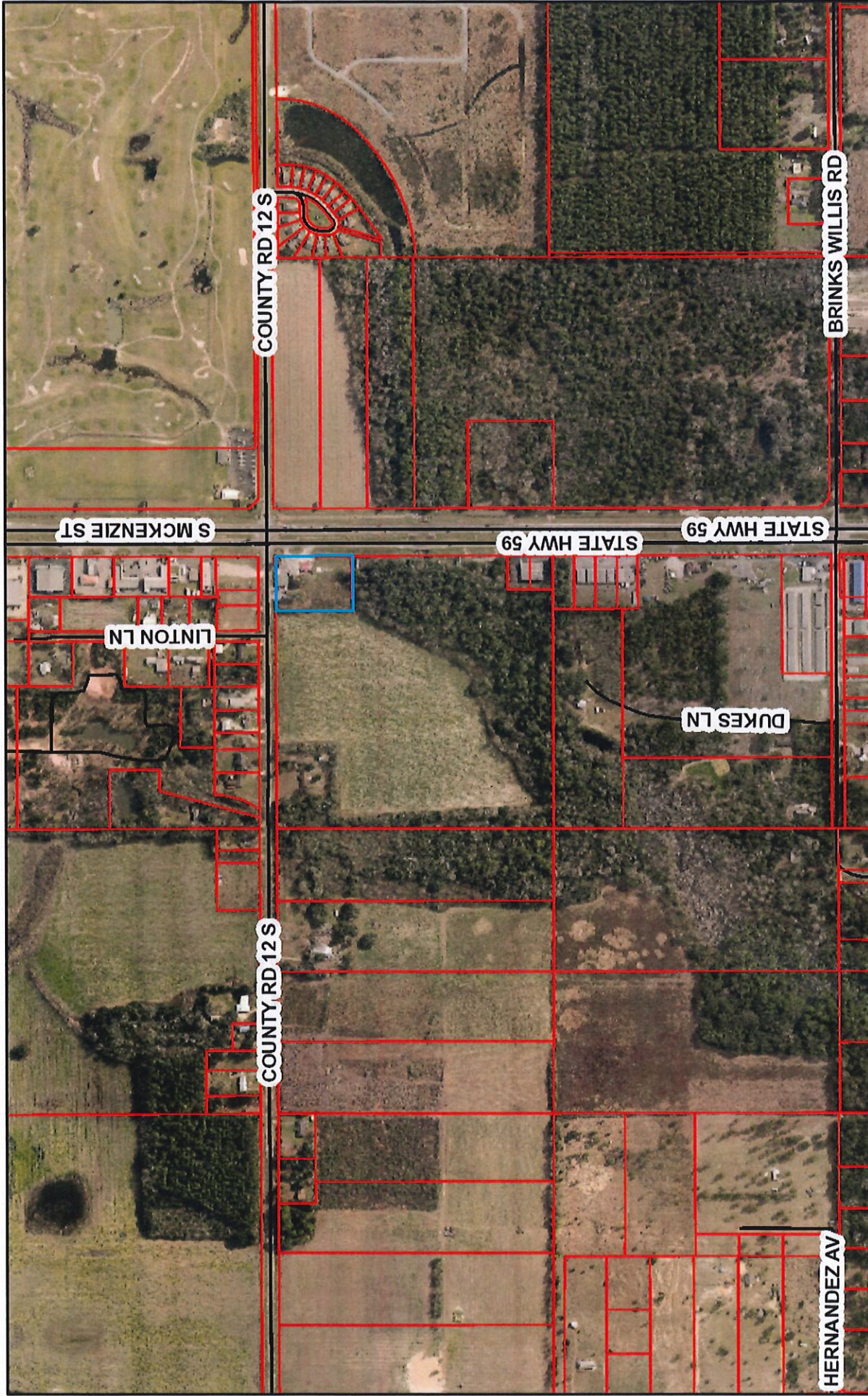
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),







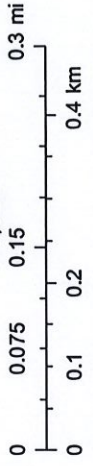
# Viewer Map



September 9, 2021

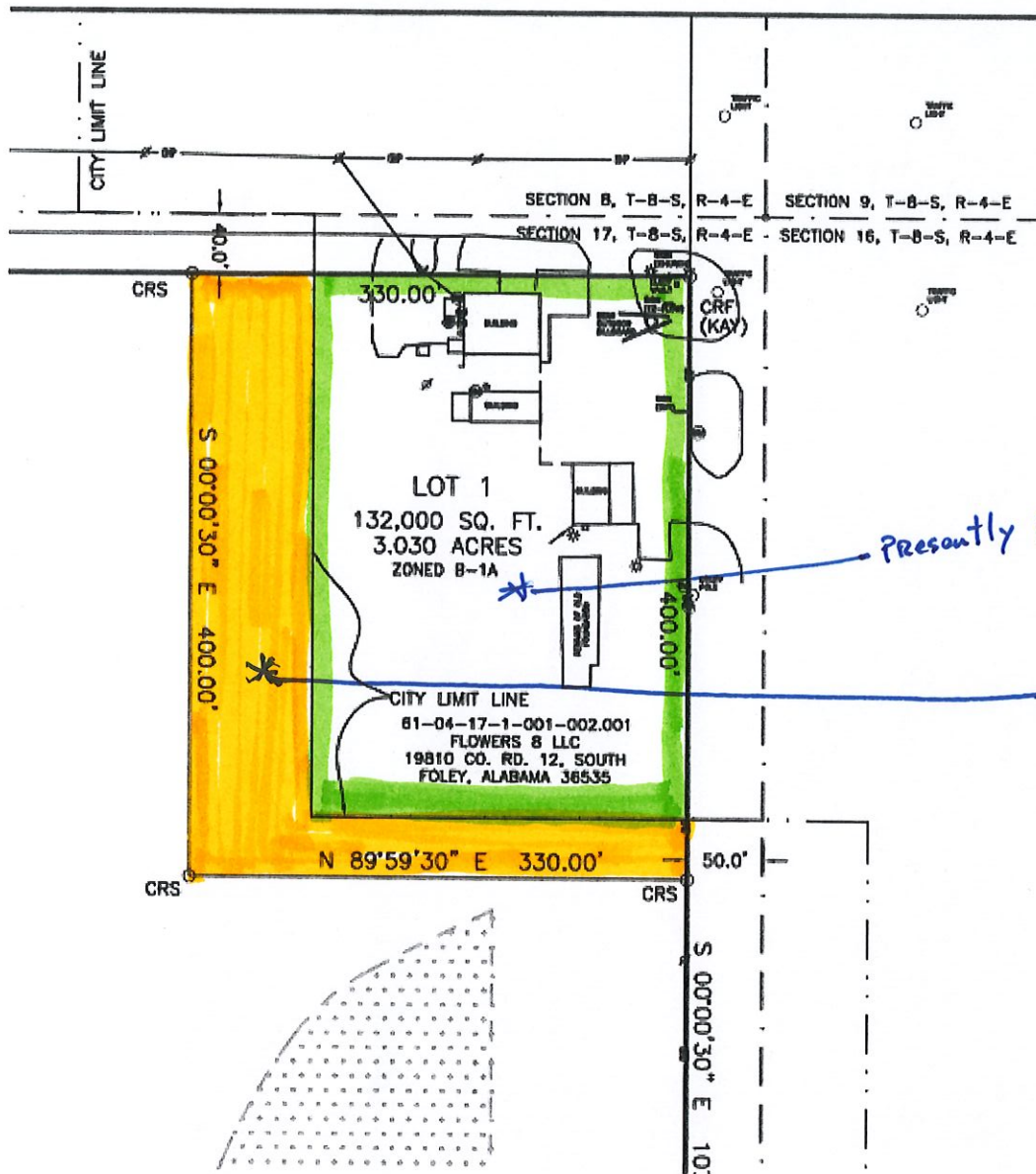
- Parcels
- Centerlines
- Coastal Control Line
- Lot Lines
- County Boundary

1:9,028



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),







## Baldwin County Revenue Commissioner

The site will go down approximately 5:00 P.M. CDT Friday  
to replace/upgrade our server. We anticipate it to be down  
the entire weekend.

We apologize for any inconvenience this may cause.

# Property Appraisal Link

BALDWIN COUNTY, AL

Current Date 9/ 9/2021

Tax Year 2021

Valuation Date October 1, 2020

### OWNER INFORMATION

PARCEL	61-04-17-1-001-002.001	PPIN 222606	TAX DIST 07
NAME	FLOWERS 8 L L C		
ADDRESS	19810 CO RD 12 SOUTH		
	FOLEY AL 36535		
DEED TYPE IN	BOOK 0000	PAGE 0856922	
PREVIOUS OWNER	FLOWERS, GARY J ETAL FLOWERS, JAMES LEON		
LAST DEED DATE	11/29/2004		

### DESCRIPTION

250'(S) X 360'(S) FM NE COR OF NE1/4 OF NE1/4 SEC 17, TH S 4  
00', TH W 300', TH N 400', TH E 300' TO POB LESS R/W SEC 17-  
T8S-R4E (STWD)

### PROPERTY INFORMATION

PROPERTY ADDRESS	8951 ST HWY 59 A
NEIGHBORHOOD	SBALDCO
PROPERTY CLASS	SUB CLASS
LOT BLOCK	
SECTION/TOWNSHIP/RANGE	00-00 -00
LOT DIMENSION	ZONING

### PROPERTY VALUES

LAND:	511600	CLASS 1:		TOTAL ACRES:
BUILDING:	140800	CLASS 2:	652400	TIMBER ACRES:
	=====	CLASS 3:		
TOTAL PARCEL VALUE:	652400			
ESTIMATED TAX:	\$4,305.84			

### DETAIL INFORMATION

CODE	TYPE	REF	METHOD	DESCRIPTION	LAND USE	TC	Hs	Pn	MARKET USE VALUE	VALUE
M	LAND	1	SF SQ-10.50	X	5340-MULTI-RETAIL TR	2	N	N	268000	
M	LAND	2	SF SQ-10.50	X	5340-MULTI-RETAIL TR	2	N	N	243600	
	BLDG	7	O 34 PASP3	PAVING ASPHALT 3-1/2" CO	-	2	N	N	14800	
	BLDG	9	C 530	RETAIL STORE	-	2	N	N	32300	



<a href="#">BLDG</a>	10	C	530	RETAIL STORE	-	2	N	N	54900
<a href="#">BLDG</a>	13	O	34 PASP3	PAVING ASPHALT 3-1/2" CO	-	2	N	N	6600
<a href="#">BLDG</a>	15	C	600	SERVICE/SHOP (LOW PARTIT	-	2	N	N	30400
<a href="#">BLDG</a>	16	O	33 WFNT6	FENCE WOOD PRIVACY NOTCH	-	2	N	N	1200
<a href="#">BLDG</a>	17	O	33 CL004	FENCE CHAIN 4' EARTH SET	-	2	N	N	600

[View Tax Record](#)[View Map](#)[Back](#)[Home](#) | [Search](#) | [Real Property](#) | [Appraisals](#) | [Terms of Use](#) | [Privacy Policy](#) | [Contact Us](#) | [Help](#)

State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:

2004 December - 9 8:14AM

Instrument Number 856921 Pages 5  
Recording 15.00 Mortgage  
Deed 121.50 Min Tax  
Index 1.00 RP 5.00  
Archive 5.00  
Adrian T. Johns, Judge of Probate

47062  
(2)

SPACE ABOVE THIS LINE IS FOR USE BY RECORDING OFFICIAL

## TRUSTEES' STATUTORY WARRANTY DEED

STATE OF ALABAMA  
COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS that GARY J. FLOWERS AND WILLIAM H. FLOWERS, as Co-Trustees of the Credit Shelter Trust ("Trust-A") established in Article IV, Paragraph 4.01 of the Homer L. Flowers and Bertie M. Flowers Revocable Trust Dated May 12, 1993, hereinafter called the "Grantors," for and in consideration of the cash sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable considerations to said Grantors in hand paid by FLOWERS 8, LLC, an Alabama limited liability company, hereinafter called the "Grantee," the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto said Grantee all that real property located in Baldwin County, Alabama, and described as follows, to-wit:

Starting at the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 17, Township 8 South, Range 4 East, Baldwin County, Alabama, and thence running South along the East line of said Northeast Quarter of the Northwest Quarter, 210 feet to a point of beginning; thence running South along the East line of said Northeast Quarter of the Northwest Quarter to the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence running West along the South line of said Northeast Quarter of the Northwest

856921



Quarter a distance of 320 feet to a point; thence running North to a point 210 feet South of the North line of said Northeast Quarter of the Northwest Quarter; thence running East 320 feet to the point of beginning.

**AND ALSO:**

The Northeast Quarter of the Northeast Quarter of Section 17, Township 8 South, Range 4 East, Baldwin County, Alabama, less and except a parcel described as:

Beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 17, Township 8 South, Range 4 East, Baldwin County, Alabama; thence run South 400 feet along Highway No. 59; thence run West 300 feet more or less; thence run North 400 feet more or less to the right-of-way line of Baldwin County Highway No. 12; thence run East 300 feet to the point of beginning.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee and unto the successors and assigns of said Grantee, in fee simple, FOREVER.

The conveyance of the above described property and all warranties of Grantors hereunder (whether express, statutory or implied) are made subject to the following:

1. Ad valorem taxes for the current year and subsequent years, which are a lien but not due and payable until the 1st day of October following the end of the current tax year; also subject to any future adjustments made by either the Baldwin County Revenue Commissioner's Office or the Board of Equalization.
2. Any reservations, restrictions, rights-of-way, easements, building setback lines and drainage and utility line easements as noted on a recorded plat.
3. Any previous reservations, conveyances and leases of oil, gas and other minerals located in, under or upon the above described property, and rights incidental thereto, now of record.



4. Any shortages, encroachments, overlaps and other matters which an accurate survey would reveal.
5. Any easements, rights-of-way and roads now of record or visible from the surface of said land.
6. Rights of the United States, State of Alabama or other parties in and to the bed, shore and waters of any navigable waterway or body of water adjoining the above described property.
7. Reservation of all interests in and to all oil, gas, and minerals and rights in connection therewith as contained in deed from Homer L. Flowers and Bertie Mae Flowers, to Bessie Wallace, dated August 14, 1973, and recorded in Deed Book 449, Page 668.
8. Billboard Site Lease Agreement between Homer Flowers and Bear Outdoor Co., dated January 18, 1991, and recorded in Real Property Book 412, Page 1571.
9. Covenants, conditions and restrictions appearing of record in Miscellaneous Book 67, Page 1073.
10. All other matters of record.

(All recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama.)

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this 29<sup>th</sup> day of November, 2004.

GRANTORS:

Gary J. Flowers  
GARY J. FLOWERS  
Co-Trustee of the Credit Shelter Trust  
("Trust-A") established in Article IV,  
Paragraph 4.01 of the Homer L. Flowers  
and Bertie M. Flowers Revocable Trust  
Dated May 12, 1993

William H. Flowers

WILLIAM H. FLOWERS  
Co-Trustee of the Credit Shelter Trust  
("Trust-A" established in Article IV,  
Paragraph 4.01 of the Homer L. Flowers  
and Bertie M. Flowers Revocable Trust  
Dated May 12, 1993

GRANTORS' ADDRESSES:

GARY J. FLOWERS  
19810 County Road 12 South  
Foley, Alabama 36535

WILLIAM H. FLOWERS  
5051 Mobile Highway  
Pensacola, Florida 32506

GRANTEE'S ADDRESS:  
19810 County Road 12 South  
Foley, Alabama 36535

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GARY J. FLOWERS, whose name as Co-Trustee of the Credit Shelter Trust ("Trust-A") established in Article IV, Paragraph 4.01 of the Homer L. Flowers and Bertie M. Flowers Revocable Trust Dated May 12, 1993, 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 the instrument, he, acting in such capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this, the 29<sup>th</sup> day of November, 2004.



Linda G. Nelson  
NOTARY PUBLIC  
My Commission Expires 08-20-05  
LINDA G. NELSON  
STATE AT LARGE  
MY COMMISSION EXPIRES  
08-20-05



STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WILLIAM H. FLOWERS, whose name as Co-Trustee of the Credit Shelter Trust ("Trust-A") established in Article IV, Paragraph 4.01 of the Homer L. Flowers and Bertie M. Flowers Revocable Trust Dated May 12, 1993, 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 the instrument, he, acting in such capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this, the 29<sup>th</sup> day of November, 2004.



*Linda G. Nelson*

NOTARY PUBLIC

My Commission Expires:

LINDA G. NELSON  
STATE AT LARGE  
MY COMMISSION EXPIRES  
08-20-05

THIS INSTRUMENT WAS PREPARED BY:

M. Mort Swaim  
M. MORT SWAIM, P.C.  
235 West Laurel Avenue  
Foley, Alabama 36535  
(251) 943-3999  
swaimlaw@gulftel.com



State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:

2004 December - 9 8:14AM

Instrument Number 856922 Pages 5  
Recording Fee 24.00 Mortgage  
Deed 800.00 Min Tax 5.00  
Index 1.00  
Archive 5.00  
Adrian T. Johns, Judge of Probate

47062  
(3)

SPACE ABOVE THIS LINE IS FOR USE BY RECORDING OFFICIAL

## TRUSTEES' STATUTORY WARRANTY DEED

STATE OF ALABAMA  
COUNTY OF BALDWIN

*Mortgage Recorded Simultaneously*

KNOW ALL MEN BY THESE PRESENTS that GARY J. FLOWERS AND WILLIAM H. FLOWERS, as Co-Trustees of the Credit Shelter Trust ("Trust-B") established in Article IV, Paragraph 4.01 of the Homer L. Flowers and Bertie M. Flowers Revocable Trust Dated May 12, 1993, hereinafter called the "Grantors," for and in consideration of the cash sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable considerations to said Grantors in hand paid by FLOWERS 8, LLC, an Alabama limited liability company, hereinafter called the "Grantee," the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto said Grantee all that real property located in Baldwin County, Alabama, and described as follows, to-wit:

Beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 17, Township 8 South, Range 4 East, Baldwin County, Alabama; thence run South 400 feet along Highway No. 59; thence run West 300 feet more or less; thence run North 400 feet more or less to the right-of-way line of Baldwin County Highway No. 12; thence run East 300 feet to the point of beginning.

856922

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee and unto the successors and assigns of said Grantee, in fee simple, FOREVER.

The conveyance of the above described property and all warranties of Grantors hereunder (whether express, statutory or implied) are made subject to the following:

1. Ad valorem taxes for the current year and subsequent years, which are a lien but not due and payable until the 1st day of October following the end of the current tax year; also subject to any future adjustments made by either the Baldwin County Revenue Commissioner's Office or the Board of Equalization.
2. Any reservations, restrictions, rights-of-way, easements, building setback lines and drainage and utility line easements as noted on a recorded plat.
3. Any previous reservations, conveyances and leases of oil, gas and other minerals located in, under or upon the above described property, and rights incidental thereto, now of record.
4. Any shortages, encroachments, overlaps and other matters which an accurate survey would reveal.
5. Any easements, rights-of-way and roads now of record or visible from the surface of said land.
6. Rights of the United States, State of Alabama or other parties in and to the bed, shore and waters of any navigable waterway or body of water adjoining the above described property.
7. Reservation of all interests in and to all oil, gas, and minerals and rights in connection therewith as contained in deed from Homer L. Flowers and Bertie Mae Flowers, to Bessie Wallace, dated August 14, 1973, and recorded in Deed Book 449, Page 668.
8. Billboard Site Lease Agreement between Homer Flowers and Bear Outdoor Co., dated January 18, 1991, and recorded in Real Property Book 412, Page 1571.



9. Covenants, conditions and restrictions appearing of record in Miscellaneous Book 67, Page 1073.

10. All other matters of record.

(All recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama.)

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this 29<sup>th</sup> day of November, 2004.

GRANTORS:

Gary J. Flowers

GARY J. FLOWERS

Co-Trustee of the Credit Shelter Trust  
("Trust-B") established in Article IV,  
Paragraph 4.01 of the Homer L. Flowers  
and Bertie M. Flowers Revocable Trust  
Dated May 12, 1993

William H. Flowers

WILLIAM H. FLOWERS

Co-Trustee of the Credit Shelter Trust  
("Trust-B" established in Article IV,  
Paragraph 4.01 of the Homer L. Flowers  
and Bertie M. Flowers Revocable Trust  
Dated May 12, 1993



GRANTORS' ADDRESSES:

GARY J. FLOWERS  
19810 County Road 12 South  
Foley, Alabama 36535

WILLIAM H. FLOWERS  
5051 Mobile Highway  
Pensacola, Florida 32506

GRANTEE'S ADDRESS:  
19810 County Road 12 South  
Foley, Alabama 36535

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GARY J. FLOWERS, whose name as Co-Trustee of the Credit Shelter Trust ("Trust-B") established in Article IV, Paragraph 4.01 of the Homer L. Flowers and Bertie M. Flowers Revocable Trust Dated May 12, 1993, 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 the instrument, he, acting in such capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this, the 29<sup>th</sup> day of November, 2004.

  
NOTARY PUBLIC

My Commission Expires: LINDA G. NELSON  
STATE AT LARGE  
MY COMMISSION EXPIRES  
08-20-05



STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WILLIAM H. FLOWERS, whose name as Co-Trustee of the Credit Shelter Trust ("Trust-B") established in Article IV, Paragraph 4.01 of the Homer L. Flowers and Bertie M. Flowers Revocable Trust Dated May 12, 1993, 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 the instrument, he, acting in such capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this, the 29<sup>th</sup> day of November, 2004.



*Linda G. Nelson*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: LINDA G. NELSON  
STATE AT LARGE  
MY COMMISSION EXPIRES  
08-20-05

THIS INSTRUMENT WAS PREPARED BY:

M. Mort Swaim  
M. MORT SWAIM, P.C.  
235 West Laurel Avenue  
Foley, Alabama 36535  
(251) 943-3999  
swaimlaw@gulftel.com

C:\Documents and Settings\Mort\My Documents\Clients\F\Flowers, Gary and Bill\2004 Trust B SWD.wpd



**ARTICLES OF ORGANIZATION  
FOR  
FLOWERS 8, LLC**

State of Alabama, Baldwin County  
certify this instrument was filed  
and taxes collected on:  
2004 September-30 1:57PM  
Instrument Number 843949 Pages 5  
Recording Fee 35.00 Mortgage  
Min Tax 5.00  
Index Fee 5.00  
Archive Fee 5.00  
Adrian I. Johns, Judge of Probate

The undersigned, desiring to become a limited liability company, and acting as the organizers of a limited liability company under the Alabama Limited Liability Company Act (hereinafter referred to as the "Act"), do hereby adopt the following Articles of Organization for FLOWERS 8, LLC pursuant to the laws of the State of Alabama.

**ARTICLE I. NAME**

The name of the limited liability company shall be FLOWERS 8, LLC (hereinafter referred to as the "Company").

**ARTICLE II. DURATION**

The term for which the Company is to exist shall commence on the date these Articles of Organization are filed in the Office of the Judge of Probate of Baldwin County, Alabama and shall continue perpetually thereafter; provided, however, that the Company may be dissolved prior to such date (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.

**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 Alabama Limited Liability

843949

DECLASSIFICATION AUTHORITY

DATE

DECLASSIFIED BY

1. This document contains information that is exempt from automatic declassification under E.O. 13526, 1.4. The information is being reviewed for possible declassification under E.O. 13526, 1.4. The information is being reviewed for possible declassification under E.O. 13526, 1.4.

2. This document contains information that is exempt from automatic declassification under E.O. 13526, 1.4. The information is being reviewed for possible declassification under E.O. 13526, 1.4. The information is being reviewed for possible declassification under E.O. 13526, 1.4.

3. This document contains information that is exempt from automatic declassification under E.O. 13526, 1.4. The information is being reviewed for possible declassification under E.O. 13526, 1.4. The information is being reviewed for possible declassification under E.O. 13526, 1.4.

4. This document contains information that is exempt from automatic declassification under E.O. 13526, 1.4. The information is being reviewed for possible declassification under E.O. 13526, 1.4. The information is being reviewed for possible declassification under E.O. 13526, 1.4.

5. This document contains information that is exempt from automatic declassification under E.O. 13526, 1.4. The information is being reviewed for possible declassification under E.O. 13526, 1.4. The information is being reviewed for possible declassification under E.O. 13526, 1.4.

873374



Company Act, including but not limited to the operation of a business for the acquisition, development, improvement, management, marketing and sale of real property of every kind and description for the production of income and profit, and to engage in any and all activities related or incidental to the business of the Company and to acquire, manage and dispose of any real or personal property in furtherance of said purpose.

#### **ARTICLE IV. LOCATION OF REGISTERED OFFICE**

The initial registered office of the Company shall be at 19810 County Road 12 South, Foley, Alabama 36535 and the name of the initial registered agent at such address shall be Gary J. Flowers.

#### **ARTICLE V. MEMBERS**

The names and addresses of the initial Members of the Company are:

<del>NA</del> Jane F. Bulick	1526 Crockett Hill Boulevard Brentwood, Tennessee 37027
Charles E. Flowers	1206 Timber Valley Drive Nashville, Tennessee 37214
<del>NA</del> Eleanor K. Flowers	1333 Eagle Drive Cantonment, Florida 32533
Gary J. Flowers	19810 County Road 12 South Foley, Alabama 36535
J. K. Flowers	3181 County Road 536A Alvin, Texas 77511

Troy G. Flowers	c/o Atmos Energy Mississippi Valley Gas Division 711 West Capitol Street Jackson, Mississippi 39203-2608
William H. Flowers	5051 Mobile Highway Pensacola, Florida 32506
June O. Gabbard	4807 Dreams End Drive Fern Creek, Kentucky 40291
Martha R. Lovelady	1582 Stone Gate Way Snellville, Georgia 30078
Bessie Flowers Wallace	19810 County Road 12 West Foley, Alabama 36535

#### **ARTICLE VI. ADDITIONAL MEMBERS**

The Members reserve the right to admit additional Members upon the unanimous agreement of the Members as to the admission of, and the amount and nature of consideration to be paid by, such new Members, and subject to the terms and conditions of the Company's Operating Agreement.

#### **ARTICLE VII. OPERATING AGREEMENT**

The Operating Agreement of the Company 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 the Alabama Limited Liability Company Act or these Articles of Organization.



#### **ARTICLE VIII. CONTINUATION UPON WITHDRAWAL OF MEMBER**

The Members shall have the right to continue the Company upon the death, retirement, expulsion, bankruptcy or dissolution of a Member or occurrence of any event which terminates the continued membership of a Member in the Company (collectively, "Withdrawal"), as long as there are at least two remaining Members, and the remaining Members agree to continue the Company by unanimous written consent within ninety (90) days after the Withdrawal of a Member, as set forth in the Operating Agreement of the Company.

#### **ARTICLE IX. LIABILITIES OF MEMBERS AND MANAGERS**

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

#### **ARTICLE X. MANAGER**

The Company is to be managed by one or more managers. A 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:

Gary J. Flowers

19810 County Road 12 South  
Foley, Alabama 36535

IN WITNESS WHEREOF, the undersigned Organizing Member and Manager  
has caused these Articles of Organization to be executed this 3<sup>rd</sup> day of  
September, 2004.

Gary J. Flowers  
GARY J. FLOWERS  
Organizing Member and Manager

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby  
certify that GARY J. FLOWERS, 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 the instrument, he executed the same voluntarily on the day the  
same bears date.

Given under my hand and official seal this, the 3<sup>rd</sup> day of  
September, 2004.

Kimberly M. Barlow  
NOTARY PUBLIC  
My Commission Expires: 6/11/08

THIS INSTRUMENT WAS PREPARED BY:

M. Mort Swaim  
M. MORT SWAIM, P.C.  
235 West Laurel Avenue  
Foley, Alabama 36535  
(251) 943-3999  
swaimlaw@gulftel.com





**PLEASE RETURN TO:**  
**M. MORT SWAIM, P.C.**  
**235 W. LAUREL AVE.**  
**FOLEY, AL 36535**  
**334-943-3999**

**OPERATING AGREEMENT  
FOR  
FLOWERS 8, LLC**

JANE F. BULICK, CHARLES E. FLOWERS, ELEANOR K. FLOWERS, GARY J. FLOWERS, J. K. FLOWERS, WILLIAM H. FLOWERS, TROY G. FLOWERS, JUNE O. GABBARD, MARTHA R. LOVELADY and BESSIE FLOWERS WALLACE, being all of the Members of FLOWERS 8, LLC, an Alabama limited liability company, hereby declare the following writing and any amendments hereto to be the "operating agreement" of the Company within the meaning of the Alabama Limited Liability Company Act. This Operating Agreement is made and entered into effective as of the 29th day of November, 2004.

**BACKGROUND**

WHEREAS, the Members have created an Alabama limited liability company in accordance with the Act for the purposes and under the terms and conditions set forth herein;

WHEREAS, the Members desire to have no liability to third parties to the fullest extent provided under the Act; and

WHEREAS, the Members desire that the Company be taxed as a partnership under the Internal Revenue Code of 1986, as amended.

**DECLARATION**

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby declare and agree as follows:



## ARTICLE ONE

### DEFINITIONS

1.1 **Definitions.** The following capitalized terms used in this Operating Agreement shall have the following respective meanings (unless otherwise expressly provided herein):

**"Act"** means the Alabama Limited Liability Company Act, Code of Alabama 1975, §§ 10-12-1 through 10-12-61, as the same may be amended from time to time.

**"Agreement"** means this Operating Agreement of FLOWERS 8, LLC, as the same may be amended from time to time.

**"Articles"** means the Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Judge of Probate of Baldwin County, State of Alabama.

**"Capital Contribution"** means the amount of any "contribution" (as authorized by Section 10-12-26 of the Act or successor provisions thereto) to the capital of the Company in cash or fair market value of property (determined as of the date of contribution) by the Members whenever made.

**"Company"** means FLOWERS 8, LLC, an Alabama limited liability company.

**"Distributable Cash"** means, for any Fiscal Year, any and all cash, revenues, proceeds and funds received by the Company from any one or more of the Company's operations (other than Capital Contributions), financings (whether or not such financings are secured by all or any assets of the Company), and sale or other disposition of all or any part of the Company's Property, all of which funds are not needed for the continuing operations of the Company (as determined by the Manager) and are available for distribution to the Members, less the sum of the following to the extent paid or set aside by the Company (whether paid or set aside to or for the benefit of the Members, Manager or other Persons) (i) all principal and interest payments on indebtedness of the Company and all other sums paid or required to be paid to lenders; (ii) all cash expenditures (including expenditures for taxes, management fees, maintenance, capital improvements, salaries and wages) incurred incident to the



organization and operation of the Company's business; (iii) expenditures for Project Payments; and (iv) such Reserves as the Manager deems necessary for the proper organization and operation of the Company's business. Depreciation and other non-cash charges shall not be considered in determining Distributable Cash.

**"Fiscal Year"** means a calendar year ending December 31.

**"Manager"** means GARY J. FLOWERS and each Person who shall become a Manager of the Company pursuant to Article Six of this Agreement.

**"Member"** means JANE F. BULICK, CHARLES E. FLOWERS, ELEANOR K. FLOWERS, GARY J. FLOWERS, J. K. FLOWERS, TROY G. FLOWERS, WILLIAM H. FLOWERS, JUNE O. GABBARD, MARTHA R. LOVELADY and BESSIE FLOWERS WALLACE.

**"Membership Interest"** means a Member's entire interest in the Company including a Member's share of the Company's profits, losses, income, deductions, credits and distributions pursuant to this Agreement and the Act, and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision or action granted to a Member in this Agreement or the Act. The aggregate of all outstanding Membership Interests in the Company shall never exceed one hundred percent (100%) at any time.

**"Person"** means any individual or entity, including, without limitation, any domestic or foreign general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association, business organization, employee benefit plan or other enterprise or legal entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

**"Property"** means, at any particular time, the interest in all real and personal property of the Company and any other assets or property (tangible or intangible, inchoate, fixed or contingent, including cash and cash equivalents) of the Company.

**"Reserves"** means with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient or necessary by the Manager to meet the needs of the



business of the Company, or for the expansion of or reinvestment in the business of the Company, including for (a) working capital to pay taxes, insurance, debt service or other costs or expenses incident to the ownership, organization or operation of the Company's business, (b) contingent and unforeseen liabilities incurred in the ownership, organization or operation of the Company's business, in each case which may become due and payable within any period and for which the cash to make such payments may not be generated by operations during the period, and (c) investment in activities or properties related to the Company's business.

**"Transfer"** means any sale, gift, assignment, exchange, conveyance, transfer, liquidation, pledge, encumbrance or alienation of all or any part of a Membership Interest (whether or not by operation of law, except in the case of bankruptcy).

1.2 Interpretation. The terms defined in this Article One shall include the plural as well as the singular. Other capitalized terms used in this Agreement and not defined in this Article One shall have the meanings ascribed to such terms elsewhere in this Agreement. Some lower case terms that appear throughout this Agreement also appear above in this Article One and elsewhere in this Agreement as capitalized terms. Only when such terms appear as capitalized terms shall such terms have the meanings ascribed to such capitalized terms in this Agreement.

## ARTICLE TWO

### FORMATION

2.1 Formation. The Company was formed as an Alabama limited liability company by the filing of Articles of Organization in the Office of the Judge of Probate of Baldwin County, Alabama in accordance with the provisions of the Act. The Manager and Members shall execute such further documents (including amendments to the Articles of Organization) and take such further action as is appropriate to comply with the requirements of law for the formation or operation of a limited liability company in all states, countries and other jurisdictions where the Company may conduct its business.

2.2 Name. The name of the Company is FLOWERS 8, LLC.

2.3 Term. The term of the Company shall continue until dissolved in accordance with the provisions of this Operating Agreement or the Act (the "Term").

2.4 Tax Treatment. It is the intention of the Members that the Company constitute a partnership for purposes of federal and state income taxation.

2.5 Intention of Members. It is the intention of the Members that this Agreement shall constitute the Company's "operating agreement" within the meaning of the Act. To the extent any provision of this Agreement is prohibited or ineffective under any nonwaivable provision of the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. If the Act is subsequently amended or interpreted in such a way to make valid any provision of this Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The duties and obligations imposed herein on the Members and the Manager shall be those set forth in this Agreement, which is intended to govern the relationship between the Company, the Members and the Manager.

### ARTICLE THREE

#### PURPOSE

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 the operation of a business for the acquisition, development, improvement, management, marketing and sale of real property of every kind and description for the production of income and profit, and to engage in any and all activities related or incidental to the business of the Company and to acquire, manage and dispose of any real or personal property in furtherance of said purpose.

### ARTICLE FOUR

#### CONTRIBUTIONS AND MEMBERSHIP INTERESTS

4.1 Identification of Initial Members; Contributions. The name and address of the Members as of the effective date and the initial Capital Contribution and



Membership Interests of the Members as of the Effective Date are set forth on Exhibit A.

4.2 Right to Raise Additional Capital. If at any time and from time to time additional funds are required by the Company, the Members may sell additional Membership Interests and admit additional members to the Company upon the terms and conditions and for such prices as the Members may determine. Any Person who acquires a Membership Interest which has been offered in accordance with the provisions of this Section 4.2 will be admitted to the Company as a new member only if (i) such Person has executed written agreements, in form and substance satisfactory to the Members, pursuant to which such Person subscribes to purchase the Membership Interests (including the requisite investment representations and warranties) and (ii) the Members and such Person have entered into a new operating agreement that is appropriate in form and substance for a limited liability company having two or more members.

4.3 Loans to the Company. If at any time and from time to time additional funds are required by the Company for or in respect to its business or any of the Company's obligations, expenses, costs, liabilities or expenditures, in lieu of raising such additional funds pursuant to Section 4.2, the Manager may cause the Company to borrow additional funds from any bank, savings and loan, other financial institution, Member or Manager. Any such loan to the Company by a Member or Manager shall not be a Capital Contribution to the Company, but shall be a debt due from the Company.

4.4 Application of Proceeds. The Manager shall be authorized to apply all Capital Contributions to the business of the Company with such priorities as the Manager shall determine and as are consistent with the terms of this Agreement.

4.5 Interest on Capital Contributions. No interest shall be paid on any Capital Contribution.

4.6 Withdrawal or Reduction of Member's Capital Contributions. A Member shall not have the right to withdraw or receive the return of all or any part of that Member's Capital Contribution except as a result of dissolution (and in that event, in accordance with Article Twelve) or as otherwise provided in this Agreement. A Member shall not receive out of the Company's Property any part of that Member's Capital Contribution until all liabilities of the Company, except liabilities to a Member on account of that Member's Capital Contributions, have been paid or there remains



Property of the Company sufficient to pay them.

## ARTICLE FIVE

### DISTRIBUTIONS

5.1 Distributions. The Company's Distributable Cash or other Property shall be distributed to the Members at such times as the Manager determines to be advantageous and practical for the Company.

5.2 Distributions Upon Dissolution. Notwithstanding anything contained in Section 5.1 to the contrary, upon the occurrence of an event of dissolution as provided in Article Twelve hereof, distributions occurring in connection with such event of dissolution and thereafter shall be made in accordance with Section 12.3(b) of the Agreement.

5.3 Tax Withholding. The Manager shall be authorized to withhold from amounts to be distributed to the Members any withholding required by the Code or any provision of any statute or state or local tax law, and to pay such amounts to the Internal Revenue Service or other appropriate taxing authority. Any such amount withheld shall be treated as having been distributed to the Members pursuant to this Article for all purposes of this Agreement.

5.4 Limitation Upon Distributions. No distribution shall be made to the Members if prohibited by Section 10-12-29 of the Act or any successor provisions thereto.

## ARTICLE SIX

### MANAGEMENT

6.1 General Management. The business and affairs of the Company shall be managed by the Manager. Except for situations in which the approval of the Members is expressly required by nonwaivable provisions of the Act, the Manager shall have full and complete authority, power and discretion (a) to manage, control and make all decisions regarding the business, affairs (including the formulation of policies and management of financial affairs) and properties of the Company, and (b) to perform



any and all other acts or activities customary or incident to the management of the Company's business.

6.2 Initial Manager and Term. The initial Manager of the Company is GARY J. FLOWERS and he shall serve as the Manager of the Company until the earlier of his death, resignation, bankruptcy, dissolution or removal.

6.3 Successor Manager, Removal. If the initial Manager shall fail, cease or otherwise be unable or unwilling to continue to serve as a Manager of the Company, then the Members shall elect a successor Manager. A Manager elected to fill a vacancy shall hold office until a successor shall be elected or until that Manager's earlier resignation, death, legal incapacity, bankruptcy, dissolution or removal. A Manager may be removed at any time, with or without cause, by the Members.

6.4 Certain Powers of Manager. Without limiting the generality of Section 6.1 and subject to Section 6.5, the Manager shall have power and authority, on behalf of the Company:

(a) To acquire property from any Person as the Manager may determine. The fact that the Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person.

(b) To borrow money for the Company from banks, other lending institutions, a Manager or a Member, on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the Property of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager as provided herein, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized by the Manager to contract such debt or incur such liability.

(c) To purchase liability and other insurance to protect the Company's Property and business.

(d) To hold and own any Company real and/or personal property in the name of the Company.

(e) To invest any Company funds temporarily (by way of example, but

not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.

(f) To sell or otherwise dispose of Company Property.

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's Property; assignments; bills of sale; leases; Member agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary to or appropriate for, in the opinion of the Manager, the business of the Company.

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds.

(i) To enter into any and all other instruments, agreements and documents in the name and on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve.

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

(k) To delegate any of the Manager's powers to others, including, without limitation, the delegation of day-to-day operating authority to one or more Persons (including the Members, as such).

Unless expressly authorized to do so by this Agreement or the Manager, neither the Members nor any attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

**6.5 Limitations of Power of Authority of Manager.** Notwithstanding Sections 6.1 and 6.4 hereof, the Manager shall not, without the prior approval of the Members, undertake any of the following actions: (i) cause or permit the Company to sell, mortgage or dispose of the Property owned by the Company except in the ordinary course of business, provided, however, the Manager shall be permitted to



execute leases for all or any portion of the Property without the Members' consent; (ii) incur debt or other financing costs except in the ordinary course of the Company's business; (iii) admit any additional members to the Company; or (iv) change the distribution policies of the Company.

**6.6 Duties; Liability for Certain Acts.** In managing the business or affairs of the Company, a Manager shall perform his duties as Manager consistent with his obligation of good faith and fair dealing, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties as Manager shall not have any liability by reason of being or having been a Manager of the Company. A Manager shall not be deemed to have guaranteed and shall not have any obligation with respect to the return of a Member's Capital Contributions or profits from the operation of the Company. A Manager's liability to the Company, the Members and other Managers (if any) shall be limited and the Manager shall be indemnified as set forth in Article Eight. A Manager shall not be liable, solely by reason of being a Manager, Member, agent, or employee of the Company, under a judgment, decree, or order of 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 Manager (if any), Member, agent, or employee of the Company, whether arising in contract, tort, or otherwise, except as otherwise provided in any nonwaivable provision of the Act. A Manager shall not be required to participate in the business and affairs of the Company as his sole and exclusive function, and a Manager may have other business interests and may engage in other activities in addition to those relating to the Company.

**6.7 Compensation.** The Manager shall, subject to the Members' approval, prescribe or fix the salaries, bonuses, pensions, benefits under pension and profit sharing plans, stock option plans and all other plans and all other benefits and compensation to be paid or allowed to or in respect of any or all employees and agents of the Company, including employees and agents who are also a Manager. A Manager shall not be disqualified from voting on his own or any other Person's plan, benefit or compensation to be paid by the Company merely because he or such other person is a Manager. A Manager may serve without compensation.



## ARTICLE SEVEN

### RIGHTS AND OBLIGATIONS OF MEMBERS

7.1 Limitation on Liability. The Members' liability shall be limited as set forth in this Article and in Article Eight of this Agreement, the Act and other applicable law.

7.2 No Liability for Company Obligations. A Member shall not be liable, solely by reason of being a Member, Manager, agent or employee of the Company, under a judgment, decree, or order of court, or in any other manner, for a debt, obligation, or liability of the Company (beyond the Member's contributions), whether arising in contract, tort, or otherwise, or for the acts or omission of any other Member, Manager, agent, or employee of the Company, whether arising in contract, tort, or otherwise, except as otherwise provided in any nonwaivable provision of the Act.

7.3 Agency for the Company. A Member (acting solely in the capacity as a Member) shall not have the power or authority to bind the Company.

7.4 Conflicts of Interest. It is expressly understood that a Member may enter into transactions that are similar to the transactions into which the Company may enter. A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to (and transact other business with) the Company. If a Member lends money to (or transacts business with) the Company, the Member's rights and obligations shall be the same as those of a Person who is not a member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction is undertaken or made consistent with the Member's duty of good faith and fair dealing with the Company.

## ARTICLE EIGHT

### LIMITATION ON LIABILITY AND INDEMNIFICATION

The Manager and the Members shall be indemnified by the Company to the fullest extent permitted under the Act from any liability resulting from any act performed by them within the scope of the authority conferred upon them by this



Agreement, except for acts of willful misconduct, gross negligence, breach of their material obligations under this Agreement, or other breach of fiduciary duties as Manager or Member. In carrying out the Manager's duties hereunder, the Manager shall not be liable to the Company or to the Members for any actions taken in good faith and reasonably believed to be in the best interest of the Company, or for errors of judgment, including, but not limited to, matters relating to any administrative or judicial proceedings for the adjustment of Company income or loss initiated by the Internal Revenue Service. A Manager may consult with such legal or other professional counsel as he may select. Any action taken or not taken by a Manager in good faith reliance on, and in accordance with the opinion or advice of such counsel, shall be full protection and justification with respect to the action taken or not taken.

## ARTICLE NINE

### DEALINGS

A Manager may, and may cause his affiliates to, engage in any transaction with the Company so long as such transaction is not expressly prohibited by this Agreement and so long as the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's length; except, that, if the Manager is not also a Member, any such transaction must be approved by the Members in writing.

## ARTICLE TEN

### BOOKS AND RECORDS AND TAX MATTERS

10.1 Accounting Period and Method. The Company's accounting period initially shall be its Fiscal Year. The Company will maintain its books and records on such basis of accounting as the Manager shall determine.

10.2 Books and Records. The Manager shall cause the Company to maintain, at the Company's expense, full, complete and accurate books of account and other records, in which shall be entered fully and accurately all transactions and other



matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company, including the assets, liabilities, costs, expenditures, receipts and such other records as are required by Section 10-12-16 of the Act. Title to the Company's assets shall be held in the Company's name. Such books of account will be the property of the Company, will be kept in accordance with sound accounting principles and procedures consistently applied and will be open to the reasonable inspection and examination by the Members and their duly authorized representatives. Such books of account and records will be maintained at the principal place of business of the Company, or at such other place as the Manager may determine.

10.3 Deposit Accounts. All funds of the Company shall be deposited in such checking accounts, savings accounts, time deposits or certificates of deposit in the Company's name or shall be invested in the Company's name, in such manner as shall be designated by the Manager from time to time. Company funds shall not be commingled with those of any other person or entity. Company funds shall be used by the Manager only for the business of the Company.

10.4 Returns. The Manager shall cause the preparation and timely filing of all tax returns, if any, and other governmental returns required to be filed by the Company pursuant to the Code, other applicable law, or required in any jurisdiction in which the Company does business. Copies of any returns or pertinent information therefrom and other necessary tax information shall be furnished to the Members within a reasonable time (but no later than ninety (90) days) after the end of the Company's Fiscal Year, or such later date as the Manager may otherwise determine.

## ARTICLE ELEVEN

### TRANSFERABILITY

11.1 General. Members shall have the right to Transfer all or any part of their Membership Interests or any other interest in the Company (for purposes of this Article Eleven, "Interests"); provided, that any attempted Transfer of all or any part of an Interest other than as permitted in this Article shall be null and void and have no effect whatsoever.

11.2 Conditions for Transfer. Notwithstanding anything contained in this Agreement to the contrary, the Transfer of any Interest by a Member shall not be



effective until all of the following conditions are satisfied: (i) the Member must have executed a written instrument of Transfer of such Interest which shall state whether the transferee is being admitted as an additional Member; (ii) the Member and a transferee being admitted as a Member shall enter into a new operating agreement appropriate in form and substance for a limited liability company having two or more members; and (iii) the Member must have delivered to the Company a written consent of any lender to the Company or of any governmental or regulatory authority whose consent is required for the Transfer.

11.3 Securities Laws. In accordance with the securities laws governing the ownership of Interests, the Members, and any new or additional member of the Company, must hold their Interests solely for investment purposes and not with any intention of distributing, dividing or reselling the same.

11.4 Evidence of Transfer. The Company and the Manager shall be entitled to treat the Members as the absolute owners of their Membership Interests in all respects, and shall incur no liability for distributions of cash or other property made in good faith to the Members until such time as the written instruments required by Section 11.2 have been received by the Company and the Transfer recorded in its books.

11.5 No Retroactive Allocation. No new or additional member of the Company shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager shall, at the time a new or additional member is admitted, close the Company books as though the Company's Fiscal Year had ended.

## ARTICLE TWELVE

### DISSOLUTION AND TERMINATION

#### 12.1 Dissolution.

(a) Event of Dissolution. Unless sooner dissolved as required by the Act, the Company shall be dissolved only by the written consent of the Members.

(b) Insolvency of a Member. The Company shall not terminate solely as a consequence of the bankruptcy, insolvency, appointment of a receiver, liquidator,



assignee, trustee or sequestrator (or other similar official) of a Member or a substantial part of a Member's property, or assignment for the benefit of a Member's creditors, or an admission in writing of the inability to a Member to pay the Member's debts generally as they become due, or any similar action, so long as there remains any other solvent member of the Company.

(c) Withdrawal by a Member. A Member may voluntarily withdraw. So long as there remains any other Member of the Company, the withdrawal of a Member shall not cause the termination of the Company.

12.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by Section 10-12-39(b) of the Act. Upon dissolution, the Manager shall file Articles of Dissolution pursuant to Section 10-12-42 of the Act and publish the notice permitted by Section 10-12-44 of the Act (or successor provisions thereto).

12.3 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution of the Company for any reason, the Company shall promptly commence to wind up its affairs. Except as otherwise provided by Article 7 of the Act and other applicable law, a reasonable period of time will be allowed for the orderly termination of the Company's business, the discharge of its liabilities and the distribution or liquidation of its remaining Property so as to enable the Company to minimize the normal losses attendant to the liquidation process. The Manager shall cause a full accounting of the assets and liabilities of the Company as of the date of dissolution to be taken and a written statement thereof will be furnished to the Members within sixty (60) days after such date. Such accounting and statement will be prepared under the direction of the Manager, or, if the Manager so determines, by a liquidating trustee selected by the Manager.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager shall cause the Company to (i) sell or otherwise liquidate all of the Company's Property as promptly as practicable; (ii) discharge all liabilities of the Company, including liabilities to a Member if the Member is a creditor, in the order of priority and to the extent otherwise permitted by law, other than liabilities to a Member for distributions; (iii) establish such Reserves as the Manager deems to be reasonably necessary; and (iv) distribute all remaining Property to the Members according to their respective Interests.



(c) Upon completion of the winding up, liquidation and distribution of the Property, the Company shall be deemed terminated.

(d) The Manager shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its Property.

## ARTICLE THIRTEEN

### MISCELLANEOUS PROVISIONS

13.1 Application of Alabama Law. This Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Alabama, and specifically the Act.

13.2 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.3 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.4 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective legal representatives, successors and assigns.

13.5 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.6 Amendments. Except as provided herein, any amendment to this Agreement shall be made in writing and signed by the Members, provided, that no amendment shall increase the duties or liabilities of the Manager without the Manager's written consent.

IN WITNESS WHEREOF, the Members and Manager have executed this Agreement as of the day and date first above written.

Gary J. Flowers  
GARY J. FLOWERS  
Organizing Member and Manager

Jane F. Bulick  
JANE F. BULICK  
Member

Charles E. Flowers  
CHARLES E. FLOWERS  
Member

Eleanor K. Flowers  
ELEANOR K. FLOWERS  
Member

J. K. Flowers  
J. K. FLOWERS  
Member

Troy G. Flowers  
TROY G. FLOWERS  
Member

William H. Flowers  
WILLIAM H. FLOWERS  
Member

June O. Gabbard  
JUNE O. GABBARD  
Member

Martina R. Lovelady  
MARTHA R. LOVELADY  
Member

Bessie Flowers Wallace  
BESSIE FLOWERS WALLACE  
Member

THIS INSTRUMENT WAS PREPARED BY:

M. Mort Swaim  
M. MORT SWAIM, P.C.  
235 West Laurel Avenue  
Foley, Alabama 36535  
(251) 943-3999  
swaimlaw@gulftel.com



31. 10. 1941. 22. 10. 1941. 23. 10. 1941.

28. 10. 1941. 29. 10. 1941. 30. 10. 1941.

31. 10. 1941. 1. 11. 1941. 2. 11. 1941.

3. 11. 1941. 4. 11. 1941. 5. 11. 1941.

6. 11. 1941. 7. 11. 1941. 8. 11. 1941.

9. 11. 1941. 10. 11. 1941. 11. 11. 1941.

12. 11. 1941. 13. 11. 1941. 14. 11. 1941.

15. 11. 1941. 16. 11. 1941. 17. 11. 1941.

18. 11. 1941. 19. 11. 1941. 20. 11. 1941.

21. 11. 1941. 22. 11. 1941. 23. 11. 1941.

24. 11. 1941. 25. 11. 1941. 26. 11. 1941.

27. 11. 1941. 28. 11. 1941. 29. 11. 1941.

30. 11. 1941.

1. 12. 1941.

2. 12. 1941. 3. 12. 1941. 4. 12. 1941.

5. 12. 1941. 6. 12. 1941. 7. 12. 1941.

**EXHIBIT A**  
**TO OPERATING AGREEMENT OF FLOWERS 8, LLC**

**MEMBER INFORMATION**

<u>Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Jane F. Bulick 1526 Crockett Hill Boulevard Brentwood, Tennessee 37027	1/10 interest in contributed real property	10%
Charles E. Flowers 1206 Timber Valley Drive Nashville, Tennessee 37214	1/10 interest in contributed real property	10%
Eleanor K. Flowers 1333 Eagle Drive Cantonment, Florida 32533	1/10 interest in contributed real property	10%
Gary J. Flowers 19810 County Road 12 South Foley, Alabama 36535	1/10 interest in contributed real property	10%
J. K. Flowers 3181 County Road 536A Alvin, Texas 77511	1/10 interest in contributed real property	10%
Troy G. Flowers c/o Atmos Energy Mississippi Valley Gas Division 711 West Capitol Street Jackson, Mississippi 39203-2608	1/10 interest in contributed real property	10%
William H. Flowers 5051 Mobile Highway Pensacola, Florida 32506	1/10 interest in contributed real property	10%
June O. Gabbard 4807 Dreams End Drive Fern Creek, Kentucky 40291	1/10 interest in contributed real property	10%
Martha R. Lovelady 1582 Stone Gate Way Snellville, Georgia 30078	1/10 interest in contributed real property	10%
Bessie Flowers Wallace 19810 County Road 12 West Foley, Alabama 36535	1/10 interest in contributed real property	10%