

# ARTICLES OF ORGANIZATION

OF

## iCONCEPTS LLC

Inst # 1999-38400

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SHELBY COUNTY JUDGE OF PROBATE  
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1. The name of the limited liability company is iConcepts LLC, hereinafter referred to in these Articles of Organization as the "Company."

2. The period of its duration is perpetual; provided, however, that the Company shall cease to exist upon its dissolution in accordance with Section 10-12-37 of the Alabama Limited Liability Company Act (the "Act").

3. The purpose for which the Company is organized is the transaction of any and all lawful business for which a limited liability company may be organized under the Act, including, without limitation, the following:

(a) to write, develop, customize, market, sell, license, distribute, and install software and to perform such other services and engage in such other activities as may be conducive to the foregoing.

(b) To accomplish any lawful business whatsoever or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its property.

(c) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act or under the laws of any jurisdiction in which the Company may conduct its business.

(d) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

4. The location and mailing address of the initial registered office of the Company is 3716 Cumberland Trace, Birmingham, Alabama 35242. The name of its initial registered agent at that address is Morris A. Schwartz, Jr.

5. The names and mailing addresses of the initial members of the Company are as follows:

<u>Name</u>	<u>Address</u>
Morris A. Schwartz, Jr.	3716 Cumberland Trace Birmingham, Alabama 35242
Scott A. Wood	800 Decatur Highway Gardendale, Alabama 35071

6. The members of the Company, acting by unanimous written consent thereof, shall have the right to admit additional members (including substitute members) to the Company; provided, however, that if there shall be only one remaining member of the Company, and such member assigns the member's entire membership interest (including financial and other rights), the assignee of such membership interest shall be automatically admitted as a substitute member of the Company.

7. Except as specifically required by any non-waivable provisions of Section 10-12-37 of the Code of Alabama (1975), as amended, the cessation of a member's membership in the Company shall not result in the dissolution of the Company. In the event a member ceases to be a member of the Company (whether such cessation is voluntary or involuntary), and such member was at the time of such cessation of membership the only remaining member of the Company, the holders of all the financial rights in the Company may agree in writing to continue the legal existence and business of the Company and to appoint one or more new members of the Company.

8. Management of the Company shall be vested in its members..

9. (a) No member shall be liable to the Company or any other person, firm or entity for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member on behalf of the Company.

(b) A member shall be fully protected in relying upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any person, firm or entity as to matters within the professional or expert competence of such person or entity and who or which has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid.

(c) To the extent that, at law or in equity, a member has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other member, such member acting under these Articles of Organization or the Operating Agreement of the Company as may be in effect from time to time shall not be liable to the Company or to any other member thereof for the member's reliance on the provisions of these Articles of Organization, the Operating Agreement of the Company as may be in effect from time to time or the Act. The provisions of this Article 9, to the extent that they restrict the duties and liabilities of a member otherwise existing at law or in equity, shall replace such other duties and liabilities of such member.

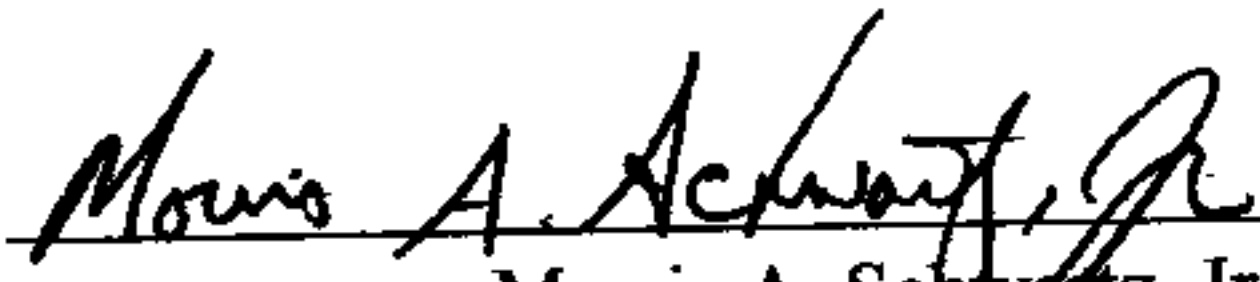
10. (a) To the fullest extent permitted by applicable law, a member shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such member by reason of any act or omission performed or omitted by such member on behalf of the Company.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a member in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the

member to repay such amount if it shall be determined that the member is not entitled to be indemnified as authorized in this Article 10.

(c) The Company may purchase and maintain insurance, to the extent and in such amounts as the members shall, in their sole discretion, deem reasonable, on behalf of the member and such other persons or entities as the members shall determine, against any liability that may be asserted against or expenses that may be incurred by any such person or entity in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Article 10.

The undersigned, the initial members of the Company named herein, execute these Articles of Organization on this 13<sup>th</sup> day of September 1999.



Morris A. Schwartz, Jr.

Initial Member



Scott A. Wood

Initial Member

This instrument prepared by:

✓ K. Wood Herren, Esq.  
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