

ARTICLES OF ORGANIZATION  
OF  
CHEN FAMILY, LLC

The undersigned, desiring to form a limited liability company under the provisions of the Code of Alabama, as amended, hereby sets forth the following:

Article I. Name. The name of the Limited Liability Company is Chen Family, LLC.

Article II. Registered Office and Agent. The post office address of the initial registered office of the Limited Liability Company is located within the County of Shelby at 720 Riverchase Parkway West, Hoover, Alabama 35244. The initial registered agent is Gin Hsing Chen, whose business address is the same as the address of the initial registered office, and who is a resident of Alabama and a member and manager of the Limited Liability Company.

Article III. Principal Office. The principal office of the Limited Liability Company is located at 720 Riverchase Parkway West, Hoover, Alabama 35244.

Article IV. Purpose and Scope of the Company. This Company is organized to accomplish the following purposes:

- a. To Make a Profit- The primary reason for creating this Company is to make a profit.
- b. To Increase Wealth- This Company will provide an effective legal vehicle to increase the wealth of the Members and their families.
- c. To Consolidate Fractional Interests- This Company will consolidate fractional interests in the assets held by the various Members into one block of assets.
- d. To Provide Centralized Management of Investments- This Company is designed to hold investment assets and allow for centralized management of those assets.
- e. To Manage and Develop Real Estate- This Company will provide the legal vehicle to effectively manage or develop any real estate owned or acquired by the Company.
- f. To Reduce Estate Taxes- Because of the manner in which Membership Interests are valued, this Company may reduce the potential estate tax liability of the Members.
- g. To Facilitate the Making of Intra-Family Loans- The Manager may make loans to family members and provide for a variety of repayment options.
- h. To Avoid Two Layers of Taxation on Profits- This Company provides flexibility in business planning not available to the Members through trusts, corporations, or other business entities.
- i. To Acquire Assets That S Corporations Cannot Hold- This Company provides flexibility in the management of family business because it is permitted to own assets that cannot be held by S Corporations.
- j. To Avoid Compressed Income Tax Rates on Trusts- This Company is not subject to compressed income tax rates that apply to some irrevocable trusts.
- k. To Reduce State Taxes- Limited liability companies are not subject to franchise taxes in some states where the Company may choose to do business, unlike corporations that generally do pay a franchise tax.



- l. Reduce Income Taxes- Income tax may be reduced because income distributed to Members is generally not subject to self-employment tax.
- m. To Make Gifts Without Fractionalizing Assets- This Company establishes a method by which gifts may be made without fractionalizing family assets.
- n. To Make Gifts Without Causing a Loss of Incentive- This Company provides a method of ownership which allows gifts to be made to children and other beneficiaries without causing a loss of productivity or the incentive to strive to do well.
- o. To Resolve Disputes Privately- This Company provides for mediation and binding arbitration in disputes by Members that is intended to prevent expensive and embarrassing public litigation of private family business matters.
- p. To Require the Losers of Disputes to Pay the Dispute Costs- This Company requires the loser in any dispute to pay for the costs of the dispute.
- q. To Provide Confidentiality- This Company contains confidentiality provisions restricting family members from publicly disclosing matters involving private family business.
- r. To Avoid Probate- The Company is intended to assist in preventing family assets from going through probate upon the disability or death of any family member; or alternatively, to simplify any probate proceeding that may be required.
- s. To Restrict the Right of Non-Members to Acquire Interests- This Company restricts the right of non-Members to acquire interests in Company assets.
- t. To Prevent Transfers of Membership Interest Because of Failed Marriages- This Company prevents the transfer of a family member's interest in the Company because of a failed marriage.
- u. To Prevent Commingling of the Assets of Gift Recipients- This Company creates a method of ownership that will prevent gifts made to family members from being commingled with assets owned by others.
- v. To Make it Difficult to Withdraw- The restrictions in this Limited Liability Operating Agreement make it difficult for any of the parties to withdraw from the Company once they become a Member.
- w. To Protect Members from the Company's Creditor Claims- This Company limits the liability of Members from the Company's creditors.
- x. To Provide Asset Protection for Members- This Company protects the family resource base from the claims of future creditors of Members.
- y. To Promote Knowledge of Family Assets- This Company promotes knowledge of and communication about the family assets and business among family members.
- z. To Qualify for the Family Business Exclusion in the Taxpayer Relief Act of 1997- This Company is a business that may help the family qualify for the additional estate tax benefits provided in the Taxpayer Relief Act of 1997, which are available to a family business.
- aa. To Keep Family Members Close- This Company will require family members to continue to maintain a relationship over a long period of time in order to effectively manage the assets of the Company, and accordingly, may provide a business structure that will reduce the likelihood of family disputes and allow the family members to maintain a close relationship over a long period of time.



In order to accomplish the foregoing purposes, the Company may perform the following activities:

Acquire, own, buy, sell, invest in, trade, manage, finance, refinance, exchange or otherwise dispose of stocks, securities, partnership interests, certificates of deposit, mutual funds, and real, personal, tangible and intangible property of any nature, including without limitation, insurance policies or contracts and any and all investments whatsoever, as the Manager may deem from time to time to be in the best interests of the Company, or to be needed to provide for the operation, anticipated expenses, and reserves for the future expenses of the Company;

Own, acquire, manage, develop, operate, buy, sell, exchange, finance, refinance, and otherwise deal with real, personal, tangible, and intangible property, and any type of business, as the Manager may deem from time to time to be in the best interests of the Company; and

Conduct any lawful business and investment activity permitted under the laws of Alabama and in any other jurisdiction in which the Company may have a business or investment interest in order to accomplish the foregoing objectives.

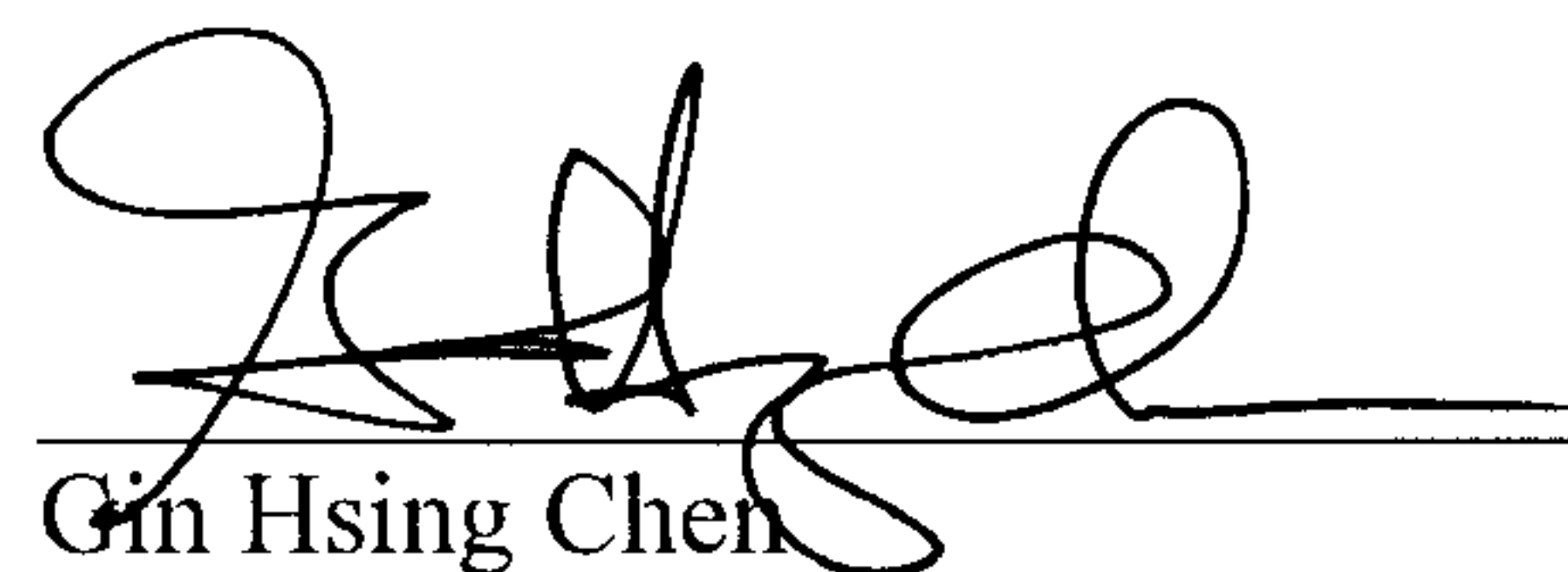
The Company may engage in any other activities, which are related or incidental to the foregoing purposes, as may be determined in the sole and absolute discretion of the Manager.

Article V. Written Operating Agreement. Any operating agreement entered into by the members of the Limited Liability Company, and any amendments or restatements thereof, shall be in writing, and shall govern all matters relating to the governance of the affairs of the Limited Liability Company, the conduct of its business and the relations of its members, including without limitation the amendment of these Articles. No oral agreement among any of the members or managers of the Limited Liability Company shall be deemed or construed to constitute any portion of, or otherwise affect the interpretation of, any written operating agreement of the Limited Liability Company, as amended and in existence from time to time.

Article VI. Management. The Limited Liability Company will be managed by one or more Managers, whose identities and terms of office shall be set forth in the written Operating Agreement of the Limited Liability Company.

MEMBERS/ORGANIZERS:

Dated: 8/28, 2007

  
Gin Hsing Chen

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, Gin Hsing Chen whose name is signed to the foregoing instrument, and who is known to me or who was made known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of August, 2007.

(Notary Seal)

Sina Puckett  
Notary Public  
My Commission Expires: November 3, 2010

Dated: 8-28, 2007

Y L Chen  
Yue Lan Chen

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Yue Lan Chen, whose name is signed to the foregoing instrument, and who is known to me or who was made known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of August, 2007.

(Notary Seal)

Sina Puckett  
Notary Public  
My Commission Expires: November 3, 2010

## CONSENT OF MEMBERS/ORGANIZERS

The undersigned, being the organizers of Chen Family, LLC, an Alabama limited liability company (the "Company"), does hereby consent and agree to the following individual(s) becoming the initial members of the Company pursuant to that certain Operating Agreement, dated as of the date hereof, by and among individual(s):


list of initial all members below:

Gin Hsing Chen

Yue Lan Chen

The undersigned do hereby consent to being named the initial members of the Company in accordance with applicable law:

Dated: 8/28, 2007

  
Gin Hsing Chen

Dated: 8-28, 2007

Y L Chen  
Yue Lan Chen