

STATE OF ALABAMA     )  
                                  )  
SHELBY COUNTY         )

**ARTICLES OF ORGANIZATION  
OF  
CAUBLELANE, L.L.C.**

The undersigned two or more persons hereby form a limited liability company under the Alabama Limited Liability Company Act and adopt as the ARTICLES OF ORGANIZATION of such limited liability company the following:

I.           The name of the limited liability company:

**CAUBLELANE, L.L.C.  
..( the "Company")**

II.          The period of its duration shall be forty (40) years.

III.         The purpose for which the limited liability company is organized:

The principal purpose of the limited liability company shall be to engage in all aspects of the business of selling carpet, including, but not limited to, marketing, distribution and installation. Moreover, the Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Alabama, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to a limited liability company.

IV.    A.     The address of the principal place of business in Alabama:

1306 Brook Highland Lane  
Birmingham, AL 35242

      B.     The name and address of the registered agent in Alabama:

✓ Lisa Lane Cosmas  
1306 Brook Highland Lane  
Birmingham, AL 35242

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V. The names and addresses of the initial members are:

<u>MEMBER</u>	<u>ADDRESS</u>
LISA LANE COSMAS	1306 Brook Highland Lane Birmingham, AL 35242
D. JANE CAUBLE	3113 Pawnee Avenue South Apartment 201 Birmingham, AL 35205

VI. The total additional contributions, if any, agreed to be made by all Members and the times at which or events upon the happening of which shall be made.

Additional contributions shall be made at such times and in such amounts as may be unanimously agreed by the Members as provided in the Operating Agreement of the Company.

VII. The right, if given, of the Members to admit additional members, and the terms and conditions of the admission:

Additional members may be admitted at such times and on such terms and conditions as all Members may unanimously agree and as provided in the Operating Agreement of the Company.

VIII. The right, if given, of the remaining Members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the limited liability company:

The remaining Members of the Company may continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the Company upon unanimous agreement and as provided in the Operating Agreement of the Company.

IX. Management:

Management of the Company is reserved to the following Managing Members.  
The names and addresses of the managers are:

LISA LANE COSMAS	1306 Brook Highland Lane Birmingham, AL 35242
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D. JANE CAUBLE

3113 Pawnee Avenue South  
Apartment 201  
Birmingham, AL 35205

X. Other provisions:

- (1) The Company shall indemnify an individual made a party to a proceeding because she is or was a Member, officer, organizer, employee or agent of the Company against liability incurred in the proceeding if:
  - (a) She conducted herself in good faith;
  - (b) She reasonably believed that her conduct was in or at least not opposed to the Company's best interest; and
  - (c) In the case of any criminal proceeding, she had no reasonable cause to believe her conduct was unlawful.
- (2) In addition to the foregoing, the Company shall indemnify and save the organizers harmless for all acts taken by them as organizers of the Company and shall pay all costs and expenses incurred by or imposed upon them as a result of the same, including compensation based upon the usual charges for any time expenditures required of them in pursuit of the defense against any liability arising on the account of acting as organizers or arising on the account of enforcing the indemnification right hereunder, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

DATED: \_\_\_\_\_, 1996.

  
LISA LANE COSMAS

  
D. JANE CAUBLE

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