

STATE OF ALABAMA  
COUNTY OF SHELBY

ARTICLES OF ORGANIZATION  
FOR  
THE WELLNESS FACTORY, L.L.C.

# 2000-36001  
Inst

10/16/2000-36001  
12:26 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MMB 80.00

Pursuant to the Provisions of Act No.93-724 of the 1993 Alabama Legislature for the purpose of forming a limited liability company under the Alabama Limited Liability Act and any act amendatory thereof, supplementary thereto or substituted therefor (hereinafter referred to as the "Act"), the undersigned hereby adopt the following Limited Liability Company Articles of Organization, and upon filing for record of these Articles of Organization in the Office of the Judge of Probate of Shelby County, Alabama, the existence of a Limited Liability Company (hereinafter referred to as the "Company"), under the name set forth in Article I hereof, shall commence.

**ARTICLE I - NAME**

1.1 The name of the Company shall be:

**THE WELLNESS FACTORY, L.L.C.**

**ARTICLE II - DURATION**

2.1 The duration of the Company shall be perpetual except as required or allowed to dissolve pursuant to the laws of the State of Alabama or the Company's Operating Agreement, as in effect from time to time.

**ARTICLE III - PURPOSES**

3.1 The Company has been organized for the following purposes and objects and powers:

(a) To engage in any lawful business, act or activity for which a company may be organized under the Act, it being the purpose and intent of this Article III to invest the Company with the broadest purposes, objects and powers lawfully permitted a company formed under the Act.

(b) The Company has the same powers as a natural person to do all things necessary or convenient to carry out its business and affairs, including, without limitation:

(1) To sue and be sued, complain and defend, in its name.

(2) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property, or an interest in it, wherever situated.

(3) To sell, convey, mortgage, encumber, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

(4) To lend money to and otherwise assist its Members.

(5) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with shares or other interests in or obligations of domestic or foreign L.L.C.'s, domestic or foreign corporations, associations, general or limited partnerships, or direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality thereof.

(6) To make contracts, guarantees, and indemnity agreements and incur liabilities; borrow money at those rates of interest as the Company may determine; issue its notes, bonds, and other obligations; and secure any of its obligations by mortgage, pledge of, or creation of security interest in, all or any of its property, franchises, or income; make other contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting company, or any interest therein, not inconsistent with the Laws of Alabama as amended from time to time.

(7) To lend money for any lawful purpose, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(8) To conduct its business, carry on its operations, and have and exercise the powers granted by the Act in any state, territory, district, or possession of the United States, or in any foreign country.

(9) To elect or appoint managers and agents of the Company as the need may arise, define their duties, and fix their compensation.

(10) To make donations for the public welfare or for charitable, scientific, or educational purposes.

(11) To transact any lawful business which the managers or Members find will be in aid of governmental policy.

(12) To pay pensions and establish pension plans, pension trusts, profit-sharing plans, and other incentive plans for any or all of its managers, employees, former managers, or former employees including, but not limited to, health care insurance, disability insurance, or life insurance.

(13) To become a member of a general partnership, limited partnership, joint venture or similar association, or any other L.L.C..

(14) To be a promoter, incorporator, general partner, limited partner, Member, associate, or manager or any corporation, partnership, limited partnership, L.L.C., joint venture, trust, or other enterprise.

(15) To render professional services, if each member or employee who renders professional services in Alabama is licensed or registered to render those professional services pursuant to applicable Alabama law and if the Company complies with the special rules for L.L.C.'s performing professional services found in Section 10-12-45 of the Alabama code.

#### **ARTICLE IV - REGISTERED AGENT/OFFICE**

4.1 The location and street address of the initial registered office shall be:

7350 Wyndham Pkwy  
Helena, AL 35080

4.2 Its registered agent at such address shall be:

J. Rodney Fulmer

4.3 The mailing address of the initial registered office shall be:

7350 Wyndham Pkwy  
Helena, AL 35080

## ARTICLE V - INITIAL MEMBERS

5.1 The names and addresses for the initial Members are:

J. Rodney Fulmer  
7350 Wyndham Pkwy  
Helena, AL 35080

5.2 The mailing address for the initial Members is:

7350 Wyndham Pkwy  
Helena, AL 35080

## ARTICLE VI - ADDITIONAL MEMBERS

6.1 From and after the date of the formation of the Company, any person or entity acceptable to the Members by their unanimous vote thereof may become a Member in the Company either by the amended Articles of Organization reflecting the "New" Member's contribution for such consideration as the Members by their unanimous votes shall determine, or as a transferee of a Member's interest or any portion thereof as approved by the Members, by their unanimous vote, subject to the terms and conditions of these Articles of Organization and the Operating Agreement of the Company, as in effect from time to time.

## ARTICLE VII - DISSOCIATION, DISSOLUTION, AND TERMINATION

7.1 Upon the death, retirement, resignation, expulsion, bankruptcy, dissolution, or dissociation of a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company, the business of the Company shall not be continued and the Company shall be dissolved unless there is obtained the written consent of all the remaining members of the Company within (90) days after the occurrence of the terminating event and there are at least two remaining Members or one remaining Member and one "new" Member admitted.

7.2 The Company shall also be dissolved by the unanimous written agreement of all Members.

## ARTICLE VIII - MANAGEMENT OF THE COMPANY

8.1 Management of the Company shall be reserved to its Members pursuant to the Company's Operating Agreement.



## **ARTICLE IX - REGULATIONS**

9.1 The Company reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles of Organization, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the Act, and all rights conferred upon Members at any time are granted subject to this reservation.

9.2 The initial Operating Agreement of the Company shall be adopted by the Initial Members. The Members shall have the power to adopt, alter, amend, or repeal the Operating Agreement and will only be binding after approval by a unanimous vote of all existing Members.

9.3 Any provision, not inconsistent with the laws of the State of Alabama, which the Members elect to set out in the Articles of Organization or Operating Agreement for the regulation of the internal affairs of the Company, including any provisions under this Act which are required or permitted to be set out in the L.L.C., are permitted.

## **ARTICLE X - INDEMNIFICATION**

10.1 The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Company), by reason of the fact that he or she is or was a Member, manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, officer, partner, employee or agent of another company, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

(a) The Company shall not indemnify any person in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that,

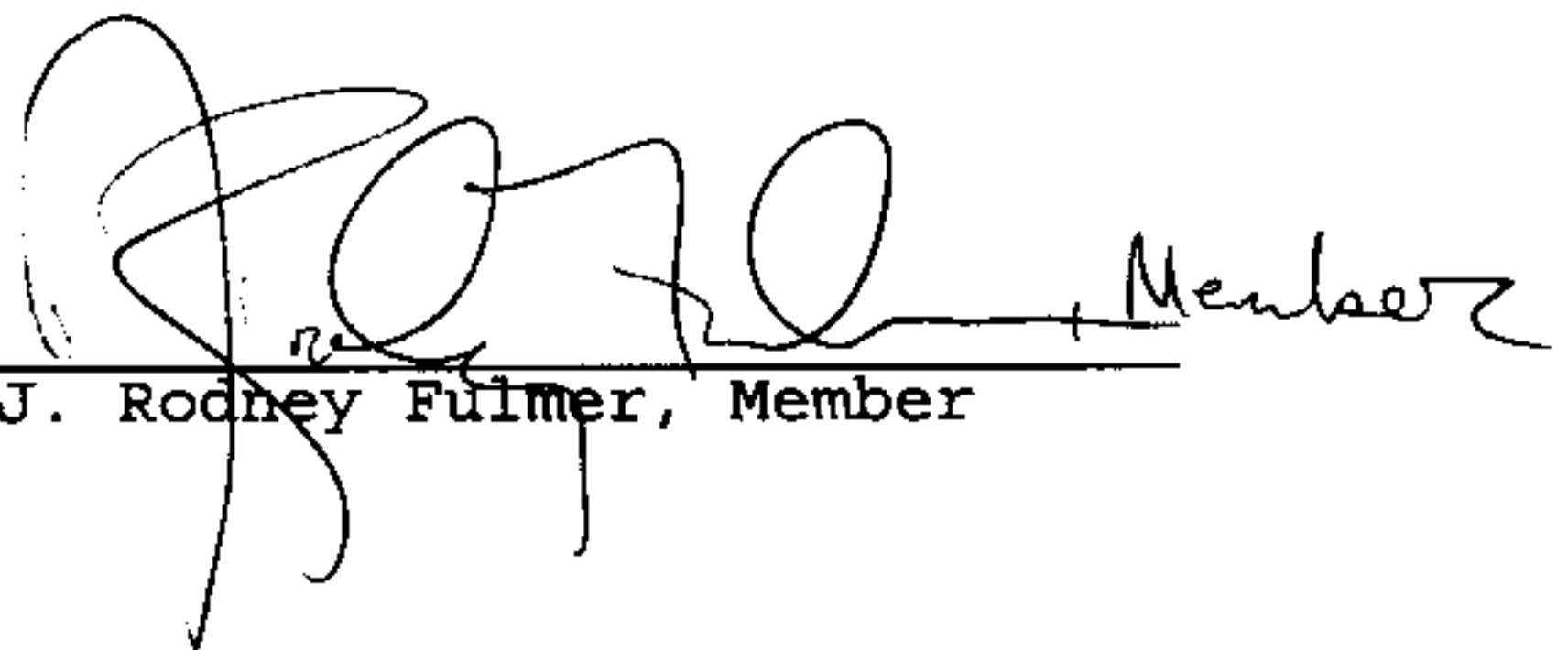
despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.2 To the extent that a Member, manager, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

10.3 Expenses (including attorney's fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Company in advance of the final disposition of such claim, action, suit or proceeding as authorized in this Section. Upon receipt of an undertaking by or on behalf of the Member, manager, employee, or agent to the extent that, should it ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article, shall repay all advanced fees, attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred.

10.4 Any indemnification under Article X (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Member, manager, employee or agent is proper under the circumstances. Such determination shall be approved by a 2/3 majority ownership vote by the Members.

IN WITNESS THEREOF, the undersigned members have executed these Articles of Organization, on this, the 12<sup>th</sup> day of OCTOBER, 2000.

  
J. Rodney Fulmer, Member

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