

ARTICLES OF ORGANIZATION
OF
NET AFFECT, L.L.C., A LIMITED LIABILITY COMPANY

ARTICLE I

NAME

The name of this limited liability company is Net Affect, L.L.C., referred to in these Article of Organization as the "Company", which is formed under the Alabama Limited Liability Company Act (§10-12-1 §10-12-61) ["LLC Act"],

ARTICLE II

REGISTERED OFFICE AND AGENT

The registered office of the Company is 616 Brooks Lane, Birmingham, Alabama, 35244. The Company's registered agent is Gregory H. Jenkins, whose office is located at 616 Brooks Lane, Birmingham, Alabama, 35244.

ARTICLE III

DURATION

The effective date of these Articles shall be June 15, 2002 or the date of the filing of the Articles of Organization in the Office of the Judge of Probate of Shelby County, Alabama. Unless dissolved earlier, the Company will dissolve automatically on March 31, 2047. Except for the unanimous vote of all the members on said date to extend this automatic dissolution date for no more than thirty (30) additional years by amendment to this Article III, no act by the Company or its member can avoid this dissolution.

ARTICLE IV

ORGANIZER

The organizer of the Company is Gregory H. Jenkins, a natural person at least nineteen (19) years old.

ARTICLE V

PURPOSE AND POWERS

Section 5.01 Purpose. The purposes for which this limited liability company is formed are as follows:

- (a) To engage in the business of serving as independent telecom consultant with primary services including analysis of the entire telecom system, including lines, sets, long distance, local services, toll-free, cellular and wireless services, equipment records, pages, faxes, modems, internet access, and past billings with the goal of finding cost savings or billing errors.
- (b) To engage in the business of real estate development.
- (c) To purchase, hold and sell real property, or any interest therein, be it improved or unimproved.
- (d) To engage in any act customarily performed by a homebuilder or developer of residential properties.
- (e) To do and engage in any business which a natural person can do.
- (f) To manufacture, purchase, or otherwise acquire, own, pledge, sell, assign and transfer, or otherwise dispose of, and invest, trade and deal in and with goods, wares and merchandise of every class and description, whether or not the same specifically pertains to the classes of business specified above.
- (g) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, country, state, political body or government or colony or dependency thereof.
- (h) To purchase, acquire, hold, subdivide, develop, and operated real estate, to erect buildings thereon and to sell, lease, maintain, own, repair, and operate such properties.
- (i) To borrow and lend money and to give or take security therefore by way of mortgage, pledge, transfer or assignment of real or personal property of every nature.
- (j) Generally, to purchase, take or lease, or exchange, hire, or otherwise acquire any real and personal property or any rights or privileges therein, which this limited liability company may think necessary or convenient for the purposes of its business, and to buy, own and hold real property for the purpose of securing debts due the limited liability company, and to sell and dispose of the same at will, and to make any and all necessary instruments of conveyance therefor.
- (k) To issue bonds, debentures or obligations of this limited liability company from time to time, for any of the objects or other purposes of the limited liability company, and to secure the same by mortgage, pledge, deed of trust or otherwise.

- (l) To do all and everything necessary and proper for the accomplishment of the objects herein enumerated or necessary or incidental to the attainment of the purposes of the limited liability company, whether such business is similar in nature to the objects and powers hereinabove set forth or otherwise; but nothing herein contained is to be construed as authorizing this limited liability company to carry on the business of banking or that of a trust company or that of the business of insurance in any of its branches.
- (m) This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purpose.

ARTICLE VI

MANAGEMENT BY MANAGER

Section 6.01 Designation of Manager

- (a) Single Manager. The Company will be managed by a manager who will serve until either removal by the members or resignation.
- (b) Removal. The members may remove the manager, without having to possess, state, or prove cause, by
 - (i) a vote of members holding fifty-one percent (51%) of the voting power of all membership interests. The vote must be taken at a properly scheduled meeting of the members.
 - (ii) written consent of members holding fifty-one percent (51%) of the voting power of all membership interests.

The removal of a manager without stating or proving cause does not bar a later claim that the manager engaged in misconduct while a manager.

- (c) Resignation. The manager resigns by providing written notice to all members, using the means of notice stated in the Company's operating agreement for giving notice to members. If the operating agreement does not specify a means of giving notice, the manager must give notice by a means sufficient under the Code of Alabama. The resignation takes effect thirty (30) days after the date the manager gives notice to all members, or at a later date stated in the notice of resignation. If the Company's operating agreement prohibits the manager from resigning, the manager's resignation is nonetheless effective, but the manager will be liable to the Company for breach of the operating agreement.
- (d) Interim Management. Once the resignation of the manager is effective or the members remove the manager, the Company will be managed by a designated new manager or by any other interim manager chosen with the unanimous consent of the members, until the members choose a replacement manager as provided in Section 6.01(e).

- (e) Replacement Manager. The members will elect a replacement manager at a properly scheduled meeting of the members. The vote of members holding fifty-one percent (51%) of the voting power of all membership interests is necessary to elect a replacement manager. In the case of the removal of a manager under Section 6.01(b)(I), the same meeting that votes removal may also elect a replacement manager. Once elected, the replacement manager will have all of the powers and duties of the initial manager.

Section 6.02 Authority of the Manager

- (a) Manager's Operational Authority. Except as stated in Section 6.02(b), the manager has sole authority to manage the Company and is authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company's business. This provision does not alter or waive any duty that the manager may have to the Company concerning the manager's exercise of management authority.
- (b) Matters Reserved to the Members. The manager has no authority to take any of the following actions, unless first authorized by members holding fifty-one percent (51%) of the voting power of the membership interests, with the authorization given either by vote at a properly called meeting of the members or by written consent.
- (c) Manager's Limitations. The Manager may not:
 - (i) Make agreements which would make the members individually liable;
 - (ii) Do any act in contravention of these Articles of Organization or the Operating Agreement
 - (iii) Do any act which would make it impossible to carry on the ordinary business of the Company
 - (iv) Confess a judgment against the Company
 - (v) Possess Company property or assign the rights of the Company in specific Company property for other than a Company purpose.

Section 6.03 Nonliability of Manager for Acts of Omissions in Official Capacity

The manager is released from liability for damages and other monetary relief to the full extent permitted by the Code of Alabama. This release does not protect a manager who is also a member from being required by a court to purchase the membership interest of a member who successfully contends that the manager-member has committed actionable oppressive acts. No amendment or repeal of this section affects any liability or alleged liability of the Manager for any acts, omissions, or conduct that occurred prior to the amendment or repeal.

Section 6.04 No Authority of Members

Except as authorized by the manager, no member is an agent of the Company or has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

ARTICLE VII

IDENTIFICATION OF MANAGERS

The names and addresses of the manager of the Company is:

Initial Manager: Gregory H. Jenkins
616 Brooks Lane
Birmingham, Alabama, 35244

ARTICLE VIII

CONTRIBUTIONS

Section 8.01 Initial Contributions

The members in the aggregate have contributed to the Company \$100.00 in cash. Each member shall make the Capital Contributions at the time the Member executes this Agreement, or, if later, at the time the Company begins its existence. The amounts of the contributions are listed below:

<u>Name, Address, and Initial Capital Contribution of Each Member</u>	<u>Initial Sharing Ratios</u>
✓ Gregory H. Jenkins 616 Brooks Lane Birmingham, Alabama, 35244	\$100.00 100.00%

Section 8.02 Qualified income Offset Allocations. No member shall have any obligation, upon dissolution or at any other time, to repay a deficit in the capital account maintained pursuant to these Articles or any properly executed Operating Agreement. In the event a Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation section 1.704-1(b)(2)(ii)(d)(4), (5), or (6) that reduces the capital account of the Member below zero or increases the deficit balance in the capital account, gross income and gain shall be allocated to such Member's capital account in an amount and manner sufficient to eliminate such negative balance in the Member's capital as quickly as possible in accordance with Treasury Regulation section 1.704-1(b)(2)(ii)(d). Any qualified income offset allocation pursuant to this Section shall be made to the capital account of each Member having a negative balance in the proportion the negative balance of the Member's account bears to the total negative balances of all the capital accounts.

ARTICLE IX

ADMISSION OF NEW MEMBERS

Section 9.01 New Members Who Acquire Their Membership Interests From the Company

- (a) Admission by Manager. The Company shall not be expanded to include additional Members unless a majority in interest of the existing Members consent to the same. The Members, may, however, if they are in agreement, take in new or additional Members upon such terms and conditions as they may find advisable and the Percentage Interest of each new or additional member shall be taken from the exiting Members hereto in such amounts as may be agreed upon by the parties.
- (b) Amendment to Operating Agreement for Member. Any additional member who makes a capital contribution to the Company and who is admitted to the Company after the execution of this Operating Agreement shall sign an amendment to this Operating Agreement evidencing the consent and agreement of such additional Member to the terms set forth herein.

Section 9.02 New Members Who Acquire Membership Interests From a Current Member

No member may transfer the member's complete membership interest, or any rights to participate in the management of the Company, without the written consent of the majority interest of the other members. If the members give the required consent, the transferee is admitted to membership in the Company. If the members do not give the required consent, the transferee does not become a member and has no right to participate in the management of the company.

ARTICLE X

DEATH: BANKRUPTCY

Section 10.01 Remaining Members Options. Upon the death or bankruptcy of any member, the remaining members may at their sole discretion replace such member(s) with a new member, dissolve the company as set out hereinbelow, or continue the company in accordance herewith.

- (a) Upon the death of any member, such member's legal representative(s) shall serve written notice on the Limited Liability Company by so notifying the remaining members.
- (b) Any member who shall file bankruptcy or be placed in an insolvency proceeding shall serve written notice on the Limited Liability Company by giving said notice to the remaining members within fifteen (15) days of the date of such filing of the receipt of process of service of such insolvency proceedings.
- (c) Upon the receipt of notice from any member of his filing of bankruptcy, or having been served process of insolvency proceedings, or having been notified by a member's legal representative of such member's death, the remaining members shall elect to dissolve the Limited Liability Company or continue the same and acquire the interest of the bankrupt or

deceased member. The remaining members shall notify the legal representative of the said bankrupt or deceased member of such election within thirty (30) days of the notice required to be given to the remaining members by the departing member or his legal representative.

(d) The purchase price of such interest shall be the appraised value of the departing member's interest as of the date of member's notice of death or bankruptcy. In making an adjustment for the fair market value of any real estate in the capital account, the certified public accountant shall rely on and use a written appraisal of a real estate appraiser selected for such purpose, such appraiser to be paid for his/her services by the Limited Liability Company. No allowances shall be made for goodwill or other assets, intangible or otherwise, except for those assets having been regularly reflected in the books of the Limited Liability Company. Such book value shall reflect and include the deceased or bankrupt member's capital accounts as of the date of the notice herein specified, increased by such member's share of the undistributed cash flow and reduced by the costs of determining the book value thereof, said reduction to include, but not be limited to, appraisal, accounting, arbitrator and attorney's fees. A statement of the book value so determined and supporting documents shall be delivered to the bankrupt member or the legal representative of such deceased member and all the other members herein. The members hereby agree that such purchase price may be a negative number. The remaining members shall have the right to purchase the interest of such deceased or bankrupt member either together or individually. If one member refuses to exercise such right within thirty (30) days following the delivery of the statement of the book value of such member's share, the remaining members may purchase a pro-rata share for the same, or purchase the entire share. The so determined purchase price shall be paid in cash.

ARTICLE XI

WITHDRAWAL OF A MEMBER; NOTICE; ACQUISITION OF INTEREST

Section 11.01 Withdrawal of a Member

- (a) Withdrawal. No member shall, except with the written consent of the other members, be permitted to withdraw such member's contribution to the Limited Liability Company, in whole or in part. Any member may withdraw from this company at any time upon the delivery of a written notice of intent to withdraw upon all the parties to this Agreement in accordance with the provisions of notice contained in Article XV hereinafter.
- (b) Notice. Upon the receipt of such notice the interest of the withdrawing member may be acquired by the remaining member either jointly or individually, their joint or individual interest thereby increasing to the value of their individual investment to the total investment of the Limited Liability Company.
- (c) Value of Interest. The value of the withdrawing member's interests is to be determined in the same manner as set forth in Section 10.019d) hereinabove regarding the death or bankruptcy of a member.
- (d) The purchase price so determined in accordance with Section 10.01(d) hereinabove is to be paid in cash to the withdrawing member.

- (e) In the event the remaining members do not purchase the withdrawing member's interest, the withdrawing member may transfer his unit to the company for no consideration or retain his interest without actively participating in the company.

ARTICLE XII

FORCED REMOVAL OF A MEMBER

Any member desiring to remove any other member(s) from this Limited Liability Company shall do so by first offering a specified value for the interest of said other member(s) interest in the company in accordance with ownership interest set out in Article VIII above and for the value as determined in accordance with Article X above. Should said members receiving this offering choose not to accept, the offering member must then sell their interest to the remaining member's either jointly or individually at a price determined in accordance with Article X above.

The method of payment for said interest as well as the recalculation of the remaining member (s') interest shall be done in accordance with and in the manner outlined in Articles X and XI above.

ARTICLE XIII

DISSOLUTION

At the termination of this Limited Liability Company, either by the expiration of time provided is Article III, by the death or bankruptcy of a sufficient number of members requiring dissolution, or by the election of termination by the members herein, the members shall proceed with reasonable promptness to liquidate the Limited Liability Company. The net profits/losses shall be paid/borne to/by the members herein or the surviving members, in accordance with the prorations set forth in Article VIII hereinbefore, adjusted by the changes in such prorations necessitated by the purchase of deceased or bankrupt members. After the payment of company's debts and the expenses of liquidation, the proceeds of liquidation, cash and capital of the company shall be distributed to such members as remain in proportion as to their pro-rata share set out hereinabove. The payments to the members, if there be any, described hereinabove may be made in cash or in the transfer of assets of the company. The determination of the method of payment being in the sole discretion of all the members.

ARTICLE XIV

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement hereof, shall be submitted to a panel of three (3) independent arbitrators selected from a panel of arbitrators provided by and in accordance with the rule of the American Arbitration Association; providing, however, and notwithstanding any other provisions of such rules, that should such matter involve a dispute as to the book value and purchase price of the interest of a deceased or bankrupt member's interest in the Limited Liability Company, such arbitration shall be held before three (3) arbitrators, one (1) of whom

shall be a certified public accountant, and the other two (2) shall be licensed real estate appraisers. The decision of any such panel of arbitrators shall be final, binding and conclusive on all the parties thereto for all purposes, and judgment may be entered thereon in any Court of competent jurisdiction.

ARTICLE XV

NOTICES

Wherever provision is made in this Agreement for giving, serving, or delivery of notice, statement or other instrument, such notice shall have been duly given, served, or delivered if mailed by United States Registered or Certified Mail, addressed to party entitled to receive the same at his address set out in Article VIII hereof, or at such address as may be provided to the members in writing. All such notices shall be deemed to have been served on the day of mailing of the same as specified above.

ARTICLE XVI

CONTRIBUTIONS FOR IMPROVEMENTS

Any additional contributions required of the members herein shall be in accordance with the pro-rata interests set forth in Article VIII hereinabove. Such call shall be made in good faith by all the members, shall be reasonably necessary for carrying out the purpose of this Limited Liability Company, and shall be applied to the members herein in proportion to their interest in the company as evidenced by Article VIII accomplished by amendment to this Agreement. Failure by any member to make such contributions when called for by all the members shall constitute a material breach hereof and the breaching member may be required to withdraw from the company, or have his share of the Limited Liability Company reduced on the basis of the ratio of member's investment to total investment, at the discretion of all the members.

ARTICLE XVII

ACTS OF MEMBERS AND MEMBER MEETINGS

Section 17.01 Acts of Members

Except to the extent that the Code of Alabama, these Articles of Organization, or the Operating Agreement require otherwise, an act of the members consists of a majority vote of the membership interest present at a properly call meeting of the Members, when a quorum is present.

Section 17.02 Required Annual Meeting

The members will meet at least annually. The managers will give notice of this annual meeting, complying with Article XV.

Section 17.03 Special Meetings

- (a) A special meeting of the Members may be called for any purpose or purposes at any time by an act of the Manager under Article XXII, or by any Member owning at least ten percent (10%) of the Membership interest of the Company entitled to vote.
- (b) For any special meeting not called by an act of the Manager, those persons who are demanding the special meeting must give written notice to the Chief Executive Officer or the Chief Financial Officer of the Company or the manager specifying the purposes of the meeting. Within thirty (30) days after either Officer receives a demand under this paragraph, the Manager must call a special meeting of the Members. If the Manager fails to call the special meeting as required by this paragraph, the persona or persons making the demand may, at the expense of the Company, call the meeting by giving the notice described in Article XVII Section 17.04.

Section 17.04 Notice of Meetings

Written notice of each meeting of the Members, stating the date, time, and place and, in the case of a special meeting, the purpose or purposes, must be given to every Member at least ten (10) days and not more than sixty (60) days prior to the meeting. The business transacted at a special meeting of Members is limited to the purposes stated in the notice of the meeting.

Section 17.05 Location and Conduct of the Meetings; Adjournment

- (a) Each meeting of the Members will be held at the Company's principal place of business or at some suitable location within the same county, as designated by the Managers.
- (b) The Managers will select a Manager to chair each meeting of the Members.
- (c) Any meeting of the Members may be adjourned from time to time to another date and time and, subject to Section 17.04, to another place. If at the time of adjournment the person chairing the meeting announces the date, time, and place at which the meeting will be reconvened, it is not necessary to give any further notice of the reconvening.

Section 17.06 Waiver of Notice

- (a) A Member may waive notice of the date, time, place, and purpose or purposes of a meeting of Members. A waiver may be made before, at, or after the meeting, in writing or by attendance.
- (b) Attendance by a Member at a meeting is a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not properly called or convened, or objects before a vote on an item of business because the item may not properly be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 17.07 Proxies

- (a) A Member may cast or authorize the casting of a vote by filing a written appointment of a revocable proxy with the Chief Executive Officer or the Chief Financial Officer of the Company at or before the meeting at which the appointment is to be effective. The Member may sign or authorize the written appointment by telegram, cablegram, or other means of electronic transmission stating, or submitted with information sufficient to determine, that the Member authorized the transmission. Any copy, facsimile, telecommunication, or other reproduction of the original of either the writing or the transmission may be used in lieu of the original, if it is complete and legible reproduction of the entire original.
- (b) A Member may not grant or appoint an irrevocable proxy.

Section 17.08

For any meeting of the Members, a quorum consists of a majority of the membership interests. If a quorum is present when a properly called meeting is convened, the Members present may continue to transact business until adjournment, even though the departure of Members originally present leaves less than the proposition otherwise required for a quorum.

Section 17.09 Action Without A Meeting

Any action required to be taken at a meeting of the Members may be taken without a meeting by written action by the Members who own the majority of membership interests. The written action is effective when signed by Members owning the required number of interests, unless a different effective time is provided in the written action. When written action is taken by less than all Members, the Company will immediately notify all Members of the action's text and effective date. Failure to provide the notice does not invalidate the written action.

ARTICLE XVIII

REQUIRED RECORDS

Section 18.01 Contents and Location of Required Records

The company will maintain at its principal place of business, or at some other location chosen by the Manager, records and books including, but not limited to the following:

- (a) Member's ownership interest
- (b) Annual Financial Statement
- (c) Monthly Operating Statements
- (d) State and Federal Tax Returns

Section 18.02 Access to Required Records

- (a) After giving reasonable advance notice to the Company, any Member may inspect and review the Required Records and may, at the Member's expense, have the Company make copies of any portion or all of the Records.

(b) Unless the Company agrees otherwise, all Member access to the Required Records must take place during the Company's regular business hours. The Company may impose additional reasonable conditions or restrictions on Members' access to the Required Records, including specifying the amount of advance notice a Member must give and the charges imposed for copying.

ARTICLE IXX

MEMBER DISSOCIATION: EFFECT ON DISSOCIATED MEMBERS

Section 19.01 If Dissolution Results:

If the dissociation of a Member results in the dissolution of the Company, the Dissociated Member will have any rights of a Member who has not dissociated, subject to Section 19.04.

Section 19.02 If Dissolution is Avoided

If the dissociation does not result from an expulsion under Section 19.03 and does not result in the dissolution of the Company:

(a) The Dissociated Member loses, without compensation, all rights owned before the dissociation;

(b) Subject to Section 19.04, the Dissociated Member will be considered to have, as if no dissociation had occurred, up to the date of disassociation:

- (i) the same right to share in profits and losses under Article VII,
- (ii) the same right to distributions under Article VIII,
- (iii) the same Capital Interest; and

(c) Neither the Company nor the remaining Members are obligated to purchase the interest of or to make any payment to the Dissociated Member.

ARTICLE XX

INDEMNIFICATION

Section 20.01 Definitions

For purposes of this article, the terms defined in this section have the meanings given them.

(a) "Company" includes any domestic or foreign company that was the Predecessor of this Company in a merger or other transaction in which the predecessor of this Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) “Official Capacity” means (I) with respect to a manager, the position of manager in the Company, (ii) with respect to a person other than a manager, the elective or appointive office or position held by an officer, member of a committee of the Management Committee, if any, or the efforts undertaken by a Member of the Company who acts on behalf of and at the request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company, and (iii) with respect to a manager, member officer, employee, or agent of the Company who, while a manager, officer, employee, or agent of the Company, is or was serving at the request of the Company or whose duties in that position involve or involved service as a manager, officer, partner, trustee, or agent of another organization or employee benefit plan, the position of that person as a manager, officer, partner, trustee, employee, or agent, as the case may be, of the other organization or employee benefit plan.

(c) “Proceeding” means a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company.

(d) “Special legal counsel” means counsel who has not represented the Company or a related company, or a manager, officer, member of a committee of the Management Committee, if any, employee, or agent whose indemnification is in issue.

Section 20.02 Mandatory Indemnification; Standard

(a) The Company will indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person

- (i) acted in good faith;
- (ii) received no improper personal benefit; and
- (iii) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and
- (iv) in the case of acts or omissions occurring in the official capacity described hereunder, reasonably believed that the conduct was in the best interests of the Company, or in the case of acts or omissions occurring in the official capacity described hereunder, reasonably believed that the conduct was not opposed to the best interests of the Company. If the person’s acts or omissions complained of in the proceeding relate to conduct as a manager, officer, trustee, employee, or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the Company if the person reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.

(b) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the person did not meet the criteria set forth hereunder.

Section 20.03 Advances

If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorney fees and disbursements, incurred by the person in advance of the final disposition of the proceeding,

(a) upon receipt by the Company of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth hereunder have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the Company, if it is ultimately determined that the criteria for indemnification have not been satisfied, and

(b) after a determination that the facts then known to those making the determination would not preclude indemnification under this article. The written undertaking required by paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

Section 20.04 Reimbursement to Witness

Subject to qualification under the standards described above, the Company will reimburse expense, including attorney fees and disbursements, incurred by a person in connection with an appearance as a witness in a proceeding at a time when the person has not been made or threatened to be made a party to a proceeding.

Section 20.05 Determination of Eligibility

(a) All determinations as to whether indemnification of a person is required because the criteria stated above has been satisfied and as to whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided hereunder will be made by the Manager.

Section 20.06 Insurance

The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against an incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

Section 20.07 Disclosure

The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the Required Records.

Section 20.08 Discretionary Indemnification of Others

Nothing in these Articles limits the ability of the Manager to cause the Company to indemnify any person or entity not described in this Article pursuant to, and to the extent described in, an agreement authorized by an act of the Manager.

ARTICLE XXI

DISSOLUTION

Section 21.01 Dissolution Upon the Occurrence of Specified Events

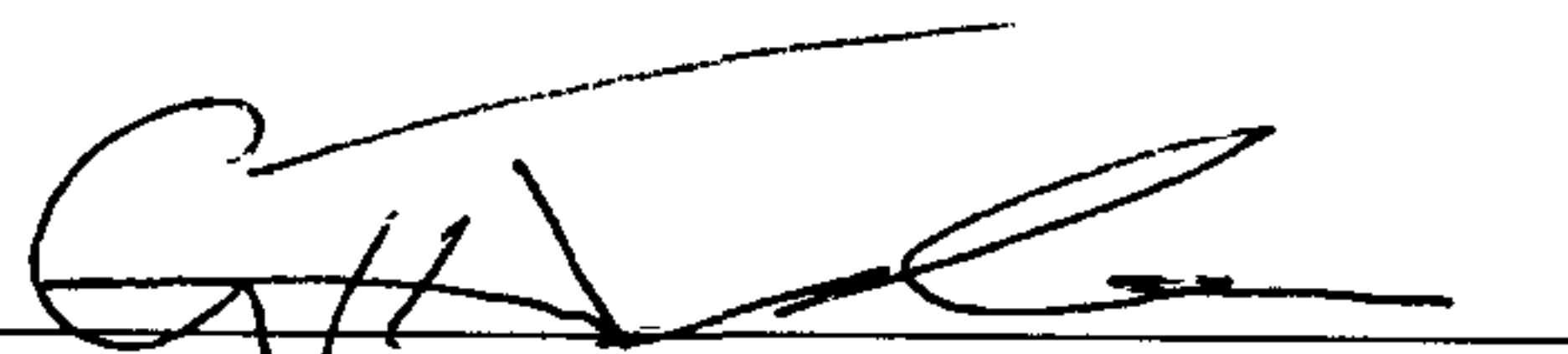
The occurrence of any of the following events or conditions will cause the Company to dissolve automatically: (i) upon expiration of time as may be amended as provided in Article II

ARTICLE XXII
RELATIONSHIP OF ARTICLES OF
ORGANIZATION TO OPERATING AGREEMENT

If a provision of these Articles of Organization differs from a provision of the Company's Operating Agreement, then, to the extent allowed by law, the Operating Agreement will govern.

This document contains a total of fifteen (15) pages including all signature pages.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals on the day and year first above written.



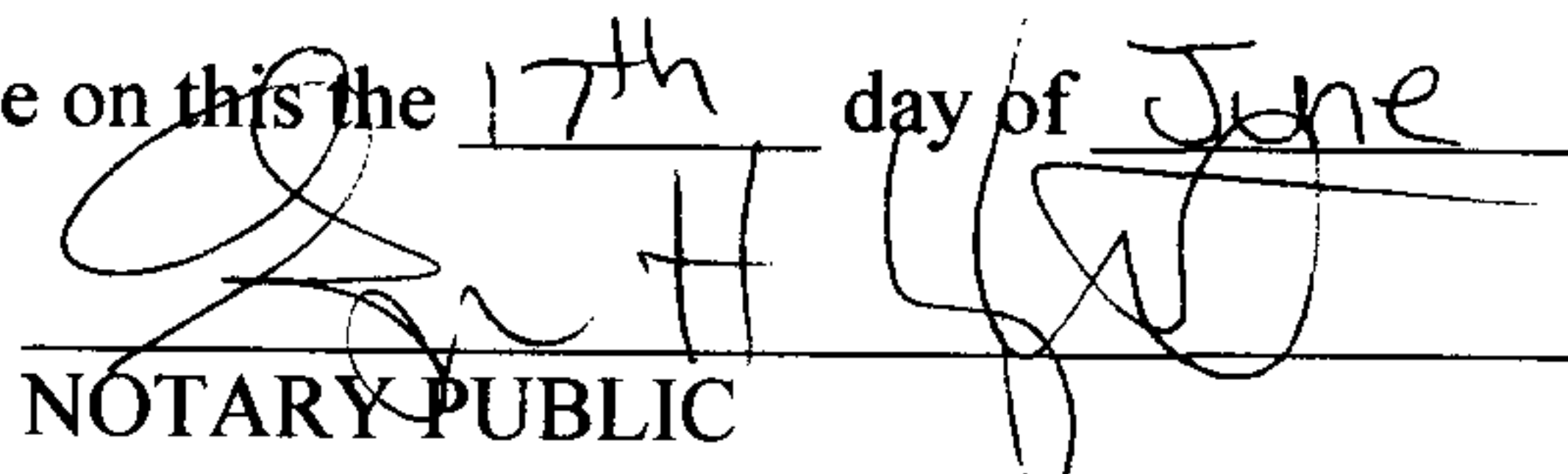
Gregory H. Jenkins

(MEMBER)

STATE OF ALABAMA
COUNTY OF SHELBY

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, Gregory H. Jenkins, who acknowledged and swore under oath to me, he signed, executed and delivered the foregoing instrument of writing on the day and year therein stated as his voluntary act and deed.

GIVEN under my hand and seal of office on this the 17th day of June, 2002.



NOTARY PUBLIC
My commission expires: _____

My Commission Expires: 1/08/2005

THIS INSTRUMENT PREPARED BY:
Tommy E. Hill Professional Association
P.O. Box 380427
Birmingham, Alabama 35238
(205) 408-0191