



20021212000622800 Pg 1/6 \$0.00
Shelby Cnty Judge of Probate, AL
12/12/2002 10:13:00 FILED/CERTIFIED

**ARTICLES OF ORGANIZATION
OF
RETAIL CONTRACTORS, L.L.C.**

Pursuant to the Provisions of the 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:

RETAIL CONTRACTORS, L.L.C.

ARTICLE II

DURATION

2.1 The period of duration of the Company shall be perpetual.

ARTICLE III

PURPOSES, OBJECTS AND POWERS

3.1 The Limited Liability 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) To carry on any and all aspects, ordinary and extraordinary, of any lawful business and to enter into and carry out any transaction, ordinary and extraordinary, permitted by law, having and exercising in connection herewith all powers given to companies by the laws of the State of Alabama.

(c) Without limiting the scope and generality of the foregoing, the specific purposes, objects and powers:

(1) To take, own, hold, deal in, mortgage or otherwise give lien against and to lease, sell, buy, exchange, transfer and, in any manner, dispose of or deal with real property of every class or description, and any and all interest therein, both within and without the State of Alabama.

(2) To manufacture, purchase or otherwise acquire, in any lawful manner, and hold, own, mortgage, pledge or otherwise to give liens against and to lease, sell, assign, exchange, transfer, or in any manner, dispose of, to deal and trade in and with, and to invest goods, wares, merchandise and property of any and every class and description, both within and without the State of Alabama, and in any part of the world.

- (3) For any of the purposes of the Company and without any limitation as to amount, to borrow and raise monies, to draw, make, accept, endorse, discount, execute, pledge, issue, sell or otherwise dispose of promissory notes, drafts, bills of exchange, warrants, bonds and other instruments, whether transferable, and other evidence of indebtedness, whether secured by mortgage or otherwise, either alone or jointly with any other person, company or corporation; to confer upon the holders of any of its obligations such rights, powers and pledges as from time to time might be deemed advisable by the members, except as may be specifically prohibited by law; to lend money with or without collateral or other security.
- (4) To enter into, make and perform contracts of every kind for any lawful purpose with any person, firm, association, corporation, municipality or body public.
- (5) To purchase, insofar as the same may be done without impairing capital of the Company except as otherwise permitted by law, and to hold, pledge, and reissue shares of its own capital stock, as determined by the members.
- (6) To do any and all of the things set forth to the same extent as natural persons might or could do and in any part of the world as principals, agents, contractors, trustees or otherwise, and either alone or in the company of others.
- (7) In general, to carry on any other business in connection therewith and to do all things not forbidden by the Laws of the State of Alabama and with all the powers conferred upon limited companies by the Laws of the State of Alabama. It is the intention that each of the objects, purposes, and powers specified in each of the paragraphs of this Article III for these Articles of Organization shall, except where otherwise specified, be no wise limited or restricted Articles, but that the objects, purposes and powers specified in this Article and in each of the Articles and paragraphs of these Articles of Organization shall be regarded as independent objects, purposes, and powers and shall not be construed to restrict, in any manner, the general powers and terms of this company nor shall the expression of any one thing be deemed to exclude another, although it be of like nature.

ARTICLE IV

REGISTERED AGENT/OFFICE

- 4.1 The location and mailing address of the initial registered office of the Company shall be 421 Lake Heather Reserve, Birmingham, AL 35242.
- 4.2 The initial registered agent at such address shall be Michael S. Whitcomb.

ARTICLE V

INITIAL MEMBERS AND SHARE OF OWNERSHIP

- 5.1 The names and addresses of the initial Members of the Company are as follows:

NAME % SHARE	ADDRESS
Michael S. Whitcomb 50.00%	421 Lake Heather Reserve Birmingham, AL 35242
Lori J. Whitcomb 50.00%	421 Lake Heather Reserve Birmingham, AL 35242

ARTICLE VI

ADMISSION OF ADDITIONAL MEMBERS

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 issuance by the Company of membership interests 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.

ARTICLE VII

DISSOCIATION, DISSOLUTION AND TERMINATION

7.1 A person shall cease to be a Member of the Company upon the occurrence of any event specified in Section 10-12-36(b) of the Code (a "Dissociation Event").

7.2 The Company shall be dissolved upon the occurrence of any of the following events:

- (i) when the period fixed for the duration of the Company shall expire pursuant to Section 2.1 hereof;
- (ii) by the unanimous written agreement of all members; or
- (iii) upon the occurrence of the Dissociation Event, unless the business of the Company is continued by the unanimous consent of the Members remaining immediately after the Dissociation Event (the "Remaining Members") and the economic interest owners remaining immediately after the Dissociation Event within ninety (90) days after the Dissociation Event and there are at least two Remaining Members of one Remaining Member and one Remaining Member and a new Member admitted.

ARTICLE VIII

MANAGEMENT

8.1 The Company shall be managed by one or more managers. Each initial manager shall serve until the first annual meeting of the members or until their successors are elected and qualified. The Initial manager is identified as follows:

Michael S. Whitcomb, whose address is 421 Lake Heather Reserve, Birmingham, AL 35242

ARTICLE IX

INTERNAL AFFAIRS

9.1 The provisions of Sections 9.2 to 9.5 for the regulation of the business and for the conduct of affairs of the Company and its Members are hereby adopted.

9.2 The initial Operating Agreement of the Company shall be adopted by the Initial Members. The power to alter, amend or repeal the Operating Agreement or adopt a new Operating Agreement shall be vested in the Members, which power may be exercised in the manner and to the extent provided in the Operating Agreement. The Operating Agreement may contain any provisions for the regulation of the business and for the conduct of the affairs of the Company, the Members not inconsistent with the Act or these Articles of Organization.

- 9.3 Any contract or other transaction which is fair and reasonable to the Company between the Company and one or more of its Members, or between the Company and any firm of which one or more of its Members or employees, or in which they are financially interested, or between the Company and any company or association of which one or more of its Members are shareholders, members, directors, officers, or employees, or in which they are financially interested, shall be valid for all purposes, notwithstanding the presence of the person at the meeting of the Members of the Company and any committee thereof that acts upon, or in reference to, the contract or transaction if either (a) the fact of such interest shall be disclosed or known to the Members, or such committee, as the case may be, and the Members or such committee shall, nevertheless, authorize or ratify the contract or transaction or (b) the fact of such relationship or interest is disclosed to the shareholders entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent.
- 9.4 The interested Members shall not be counted in determining whether a quorum is present and shall not be entitled to vote on such authorization or ratification. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it. Each and every person who may become a Member of the Company is hereby relieved from any liability that might otherwise arise by reason of his or her contracting with the Company for the benefit of himself or herself or any firm or company in which he or she may be in any way interested.
- 9.5 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.

ARTICLE X

INDEMNIFICATION

- 10.1 In amplification, and not in limitation, of applicable provisions of the ACT and other provisions of the Alabama law:
- (a) 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, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, 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 with to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in manner which 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 reasonable cause to believe that his or her conduct was unlawful.
- (b) 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 or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another company, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and

reasonably incurred by him or her in connection with the defense or settlement of such action or suit 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 except that no indemnification shall be made in respect of 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 suit 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, officer, 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 Any indemnification under Section 10.1 (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, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 10.1. Such determination shall be made (i) by the Members by a majority vote of a quorum consisting of members who were not parties to, or who have been wholly successful on, the merits or otherwise with respect to such claim, action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even is obtainable a quorum of disinterested Members so directs, by independent legal counsel in a written opinion, or (iii) by the Members.
- 10.4 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 the manner provided in Section 10.4 upon receipt of an undertaking by or on behalf of the member, officer, employee or agent to repay such amount if, and to the extent that, it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article.
- 10.5 The indemnification authorized by this Article shall not be deemed exclusive of, and shall be in addition to, any other rights to which those indemnified may be entitled under any statute, rule of law, provisions of articles of organization, operating agreement, vote of Members or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a manager, officer, employee or agent and shall insure to the benefit of the heirs, executors and administrators of such a person.
- 10.6 The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against him or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article X.

ARTICLE XI

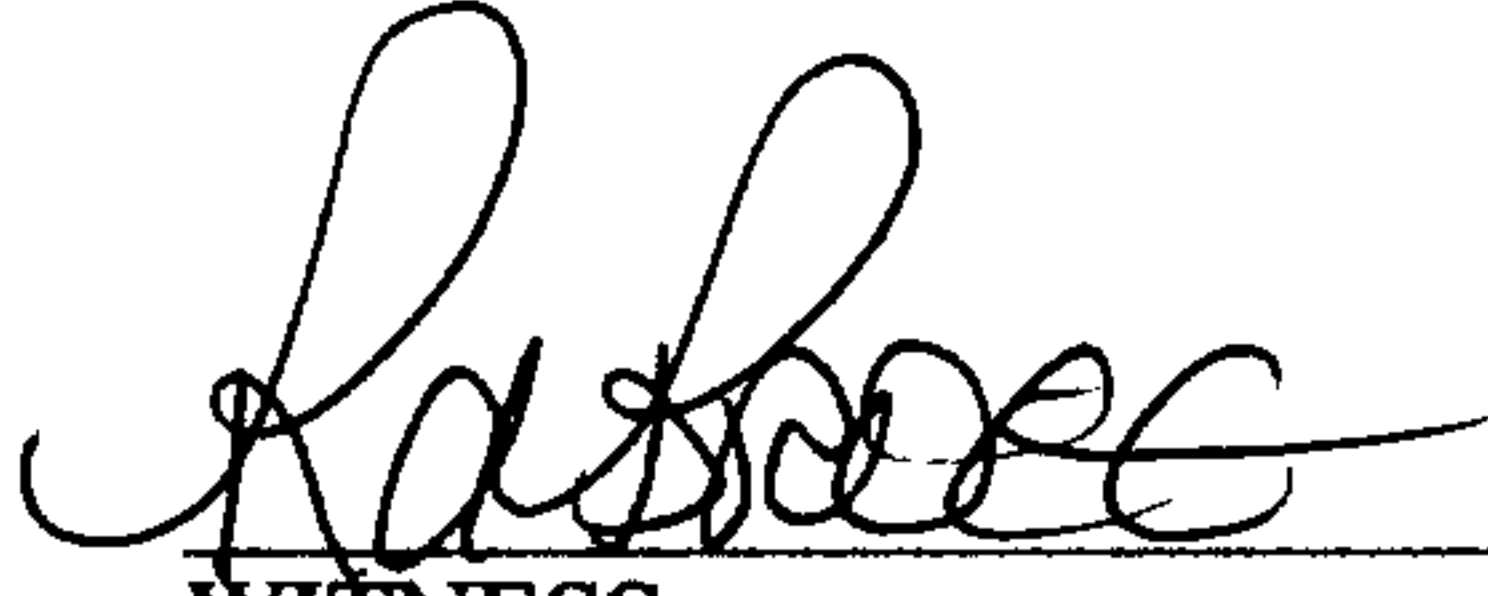
NO LIABILITY

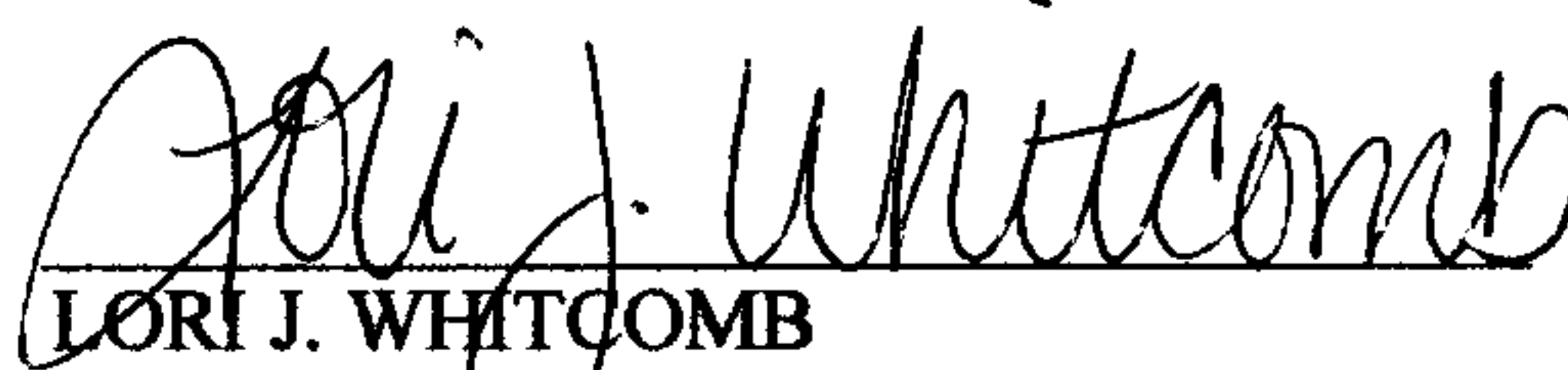
The members of the Company have no liability for any debt, obligation, or liability of the Company, as provided in the Alabama Limited Liability Company Act.

IN TESTIMONY WHEREOF, these Articles of Organization have been executed by the undersigned members on this the ____ day of December, 2002.


WITNESS


MICHAEL S. WHITCOMB


WITNESS


LORI J. WHITCOMB