


**ARTICLES OF ORGANIZATION
OF
RAB, LLC**


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Shelby Cnty Judge of Probate, AL
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1. The name of the limited liability company is RAB, LLC, hereinafter referred to in these Articles of Organization as the "Company."

2. The Company shall have perpetual existence; provided, however, that the Company shall cease to exist upon its dissolution in accordance with Section 10-12-37 of the Alabama Limited Liability Company Act, as amended (the "Act"), or applicable provisions of the Operating Agreement of the Company.

3. The purpose for which the Company is organized is for real estate development, operation of mini-warehouse storage facilities, investment management and to engage in all activities necessary, customary, convenient, or incident to the conduct of the Company's business. The Company is also organized to conduct various real estate and other general investments allowed under the Alabama Limited Liability Company Act.

4. The location and mailing address of the initial registered office of the Company is 5724 Highway 280 East, Birmingham, Alabama 35242. The name of its initial registered agent at that address is Richard L. Bozzelli.

5. The names and mailing addresses of the initial members of the Company are as follows:

<u>Name</u>	<u>Address</u>
J.T. Stephens	3710 Redmont Road Birmingham, AL 35213
Oak Mountain Insurance, Inc.	5724 Highway 280 East Birmingham, AL 35242
RAB, Ltd.	5724 Highway 280 East Birmingham, AL 35242

6. The members of the Company, acting by unanimous written consent thereof, shall have the right to admit additional members to the Company; provided, however, that if there shall be only one remaining member of the Company, and such member assigns the member's entire membership interest (including financial and other rights), the assignee of such membership interest shall be automatically admitted as a substitute member of the Company without any further action on the part of such remaining member. The terms and conditions of the admission of additional members to the Company shall be as set forth in the Operating Agreement of the Company.

7. Except as otherwise specifically required by any non-waivable provisions of Section 10-12-37 of the Act or applicable provisions of the Operating Agreement of the Company, the cessation of a member's membership in the Company shall not result in the dissolution of the Company. In the event a member ceases to be a member of the Company (whether such cessation is voluntary or involuntary), and such member was at the time of such cessation of membership the only remaining member of the Company, the holders of all the financial rights in the Company may agree in writing to continue the legal existence and business of the Company and to appoint one or more new members to the Company.

8. Management of the Company shall be vested in one or more managers. The name and mailing address of the sole initial manager of the Company is J.T. Stephens and 3710 Redmont Road, Birmingham, Alabama 35213, respectively.

9. (a) No member or manager shall be liable to the Company or any other person, firm or entity for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member or manager on behalf of the Company.

(b) Each member and manager shall be fully protected in relying upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any person, firm or entity as to matters within the professional or expert competence of such person or entity and who or which has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the members might properly be paid.

(c) To the extent that, at law or in equity, a member or manager has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any member, such member or manager acting under these Articles of Organization or the Operating Agreement of the Company shall not be liable to the Company or to any member thereof for the member's or manager's reliance on the provisions of these Articles of Organization, the Operating Agreement of the Company or the Act. The provisions of this Article 9, to the extent that they restrict the duties and liabilities of a member or manager otherwise existing at law or in equity, shall replace such other duties and liabilities of such member or manager.

10. (a) To the fullest extent permitted by applicable law, each member and manager shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such member or manager by reason of any act or omission performed or omitted by such member or manager on behalf of the Company.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a member or manager in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the member or manager to repay such amount if it shall be determined that the member or manager is not entitled to be indemnified as authorized in this Article 10.

(c) The Company may purchase and maintain insurance, to the extent and in such amounts as the manager shall, in its sole discretion, deem reasonable, on behalf of the members and manager and such other persons or entities as the manager shall determine, against any liability that may be asserted against or expenses than may be incurred by any such person or entity in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Article 10.

IN WITNESS WHEREOF, the undersigned, in its capacity as a member of the Company named herein, has executed these Articles of Organization on this the 30th day of June, 2005.



J.T. Stephens