


ARTICLES OF ORGANIZATION OF MIMI MADE IT, L.L.C.

Pursuant to the Provisions of Sections 20-12-1, et seq. of the Code of Alabama (1975), the undersigned hereby adopt the following Limited Liability Company Articles of Organization.

ARTICLE I

Name

The name of the limited liability company is **MIMI MADE IT, L.L.C.** (the "Company").


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ARTICLE II

Duration

The period of duration of the Company shall be from the date of filing of these Articles of Organization with the Office of the Judge of Probate for Shelby County, Alabama, until the first to occur of the following:

(1) Fifty (50) years from the date of filing of these Articles of Organization; or

(2) Dissolution of the Company pursuant to the laws of the State of Alabama or the Operating Agreement of the Company, as in effect from time to time.

ARTICLE III

Purposes

The purposes for which the Company is formed are:

(1) To purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in or with, real or personal property, or any interest therein, wherever situated, and to sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of real or personal property, or any interest therein; and for the further purpose of transacting any or all lawful business for which limited liability companies may be formed under the Alabama Limited Liability Company Act, as from time to time may be amended.

(2) The limited liability company shall have all of the powers as set forth in Section 10-12-4, Code of Alabama, 1975, as amended from time to time, and such other powers as may be granted to limited liability companies in the State of Alabama or such other jurisdictions as the Company may be doing business from time to time.

(3) To engage in any other lawful act or activity for which limited liability companies may be organized pursuant to the Act.

ARTICLE IV

Registered Office; Registered Agent

The location and street address of the initial registered office of the Company shall be 369 Tecumseh Street, Montevallo, Alabama 35115, and its registered agent at such address shall be Frances Anita Williams.

ARTICLE V

Initial Members and Organizer

The names and addresses of the initial members are:

Frances Anita Williams
369 Tecumseh Street
Montevallo, AL 35115

Sherry Mitchell
4201 Maple Circle
Adamsville, AL 35005

Kelley M. Winston
3629 Ridgecrest Road
Birmingham, AL 35223

The name and address of the organizer is:

Kelley M. Winston
3629 Ridgecrest Road
Birmingham, AL 35223

ARTICLE VI

Admission of Additional Members

Upon the unanimous written consent of the members, the Company may permit the admission of additional members and the terms and conditions of their admission shall be set forth in the Company's Operating Agreement.

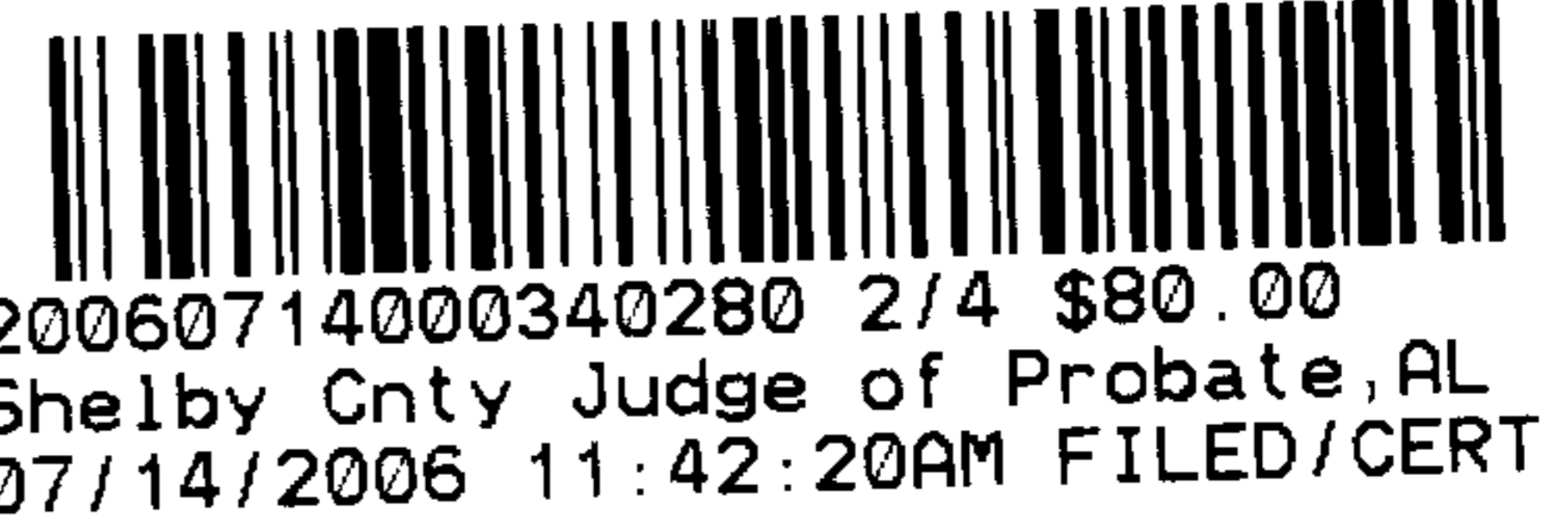
ARTICLE VII

Continuation of Business

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 (i) there are at least two remaining members or at least one remaining member and a new member is admitted, and (ii) the business of the Company is continued by the written consent of all of the remaining members within ninety (90) days after the occurrence of the event of dissociation.

ARTICLE VIII

Indemnity



(1) Right to Indemnity. The members of the Company shall have no liability for any debt, obligation, or liability of the Company, as provided in the Alabama Limited Liability Act. Further, every person who was or is a party, or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal administrative or investigative, by reason of the fact that he or a person whom he is the legal representative is or was a member of the Company, or is or was serving at the request of the Company as a manager of another limited liability company, or as a director, officer or representative in a corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Alabama from time to time against all expenses, liability and loss (including attorney's fees, judgments, fines and amounts paid or to be paid in settlement) reasonable incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such members or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any operating agreement, or other agreement, vote of members, provision of law, or otherwise, as well as their rights under this Article.

(B) Expenses Advanced. Expenses of members incurred in defending a civil or criminal action, suit or proceeding by reason of any act or omission of such members acting as a member shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of any undertaking by or on behalf of the member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.

(C) Operating Agreement; Insurance. Without limiting the application of the foregoing, the members may adopt a provision in the operating agreement from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Alabama, and may cause the Company to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a manager or member of the Company, or who is or was serving at the request of the Company as a member of another limited liability company, or as its representative in a corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Alabama, whether or not the Company would have the power to indemnify such person.

The indemnification and advancement of expenses provided in this Article shall continue for a person who has ceased to be a member, employee or agent, and inures to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IX

Principal Place of Business


The principal place of business in the State of Alabama for the Company is 369 Tecumseh Street, Montevallo, Alabama 35115.

IN WITNESS WHEREOF, these Articles have been subscribed as of the 13th day of January, 2006 by the undersigned members/organizer, who affirm that the statements made herein are true under the penalties of perjury.

Frances Anita Williams, Member
Frances Anita Williams, Member

Sherry Mitchell, Member
Sherry Mitchell, Member

Kelley M. Winston, Member
Kelley M. Winston, Member


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THIS INSTRUMENT WAS PREPARED BY:
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