

**ARTICLES OF ORGANIZATION**  
**OF**  
**Calliope Endeavors, LLC, A LIMITED LIABILITY COMPANY**

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**ARTICLE I**

**NAME**

The name of this limited liability company is Calliope Endeavors, LLC, referred to in these Articles of Organization as the "Company".

**ARTICLE II**

**BUSINESS OFFICE AND AGENT**

The registered office of the Company is 4027 Somerset Ridge, Birmingham, AL 35242.

The Company's registered agent is Katie V. Sutton, whose office is located at 4027 Somerset Ridge, Birmingham, AL 35242.

**ARTICLE III**

**DURATION**

The duration of the Company is perpetual.

**ARTICLE IV**

**ORGANIZER**

The organizer of the Company is Katie V. Sutton, a natural person at least eighteen (18) years old.

## **ARTICLE V**

### **PURPOSE AND POWERS**

The purposes for which the Company is organized is to engage in the sale and rental of certain items and to conduct such other lawful business for which limited liability companies may be organized under the Act or may be specifically authorized by unanimous consent of all members.

## **ARTICLE VI**

### **MANAGEMENT BY MEMBERS**

The Company will be managed by members, as further provided in the Company's operating agreement. The names and address of the initial Manager of the Company is Katie V. Sutton, 4027 Somerset Ridge, Birmingham, AL 35242

## **ARTICLE VII**

### **CONTRIBUTIONS**

The members in the aggregate have contributed to the Company \$1,000 in cash.

## **ARTICLE VIII**

### **ADMISSION OF NEW MEMBERS**

The Company may admit new members as provided in the Company's operating agreement.

## ARTICLE IX

### DISSOLUTION

#### **Section 9.01 Automatic Dissolution**

The unanimous written consent of the members to dissolve will cause the Company to dissolve automatically. Except for prior amendment to this section, no act by the Company or its members can avoid that dissolution.

#### **Section 9.02 Dissolution and Dissolution Avoidance Following the Dissociation of a Member**

(a) Dissociation Defined. "Dissociation of a member" or "dissociation" occurs when the Company has notice or knowledge of an event that has terminated a member's continued membership in the Company.

(b) Means of Avoiding Dissolution Following Member Dissociation.

(i) To avoid dissolution under this Section

(ii) To avoid dissolution under this Section 10.02(b), The Company must have at least one remaining member; or

(ii) the holders of all financial rights, including a member's heirs, devisees, or personal representative agree in writing within 90 days of the occurrence of such terminating event to continue the legal existence of the Company and appoint one or more members

  
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## **ARTICLE X**

### **DISTRIBUTIONS**

#### **Section 10.01 Interim Distributions**

The Company may make interim distributions of property to its members at the direction of the Manager as provided for in the operating agreement.

#### **Section 10.02 Winding-Up Distributions**

The Company may make winding-up distributions of property to its members as provided for in the operating agreement.

## **ARTICLE XI**

### **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.

## ARTICLE XII

### INDEMNIFICATION

#### Section 12.01 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'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 a employee of 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 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 12.02 Indemnification**

The Company may indemnify a member, manager, or employee, or former member, manager, or employee of the Company against expenses actually and reasonably incurred in connection with the defense of a proceeding in which the member, manager, or employee is made a party by reason of being or having been a member, manager, or employee of the limited liability company, except in relation to matters as to which the member, manager, or employee is determined in the action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty; to make any other indemnification that is authorized by the articles of organization, the operating agreement, or by a resolution adopted by the members after notice (unless notice is waived); to purchase and maintain insurance on behalf of any person who is or was a member, manager, or employee of the limited liability company against any liability asserted against and incurred by the member, manager, or employee in any capacity or arising out of the member's, manager's, or employee's status as such, whether or not the

limited liability company would have the power to indemnify the member, manager, or employee against that liability under the provisions of this subsection.

### **Section 12.03 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's 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 in Section 12.02 have been satisfied and not disqualified elsewhere along with 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 12.04 Reimbursement to Witness**

Subject to the qualification under the standards described in Section 12.02 and where not disqualified elsewhere, the Company will reimburse expenses, 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 12.05 Determination of Eligibility**

(a) All determinations as to whether indemnification of a person is required because the criteria stated in Section 13.02 have been satisfied and not disqualified under Section 12.02 (a) (vi) (A) or Section 12.02 (a)(vi) (B) or elsewhere 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 in Section 12.03 will be made:

- (i) By the Manager of the Company but only if the Manager is not a party to the proceeding;
- (ii) If the Manager is a party to the proceeding, then by the majority of the Voting shares of the Company.
- (iii) If an adverse determination is made under clauses (i) through (ii) or under paragraph (b) or if no determination is made under clauses (i) or (ii) or under paragraph (b) within sixty (60) days after the termination of a proceeding or after a request for an advance of expenses, as the case may be, by a court in the State of Alabama, which may be the same court in which the proceeding involving the person's liability is taking or has taken place, upon application of the person and any notice the court requires.

(b) With respect to a person who is not, and was not at the time of the acts or omissions complained of in the proceedings, a manager, officer, or person possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Company, the determination whether indemnification of this persons is required because the criteria set forth in Section 12.02 have been satisfied and whether this person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 13.03 may be made by an annually appointed committee of the Management Committee, if any, having at least one member who is a manager. The committee shall report at least annually to the Management committee.

#### **Section 12.06 Insurance**

The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and 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 under this article.

#### **Section 12.07 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 12.08 Discretionary Indemnification of Others**

Nothing in this Article 12 limits the ability of the Management Committee to cause the Company to indemnify any person or entity not described in this Article 12 pursuant to, and to the extent described in, an agreement authorized by an act of the managers.

## ARTICLE XIII

### OPERATING AGREEMENT

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Company is permitted to be set forth in the operating agreement of the Company.

Executed this 3rd day of March, 2008

BY: Katie V. Sutton

Katie V. Sutton  
Organizer