

**ARTICLES OF ORGANIZATION  
OF  
DEALER OPTIONS, LLC**

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

TO THE HONORABLE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

The undersigned, desiring to form a limited liability company under the laws of the State of Alabama, does hereby adopt the following Articles of Organization:

**ARTICLE I**

**NAME**

The name of the limited liability company shall be **DEALER OPTIONS, LLC** (the "Company").

**ARTICLE II**

**PERIOD OF DURATION**

The organization of the Company shall be effective as of the date these Articles of Organization shall be filed in the Office of the Probate Judge of Shelby County, Alabama and shall continue in effect until the Company shall be dissolved (i) upon the written consent of all the Members of the Company, (ii) as provided in the Operating Agreement of the Company (the "Operating Agreement"), or (iii) by an act or event specified by law, including without limitation the Alabama Limited Liability Company Act, Code of Alabama, 1994, as amended, §§10-12-1, et. seq. (the "Act"), as effecting dissolution. The Company's affairs shall be wound up upon expiration of such term.

## ARTICLE III

### PURPOSE

The Company is formed to transact any and all lawful business for which a limited liability company may be organized under the Act, including, but not limited to:

- (i) Engaging in the business of operating a retail and wholesale business for the sale and/or installation of car audio equipment, vehicle security systems, and other vehicles accessories and products;
- (ii) Engaging in the business of installing after-market automotive products and accessories in new and used automobiles, including moonroofs, sunroofs, G.P.S. systems, stereo systems, car seat covers, tops, upholstery and leather seats, wheels, and other vehicle accessories;
- (iii) Acquiring, owning, operating, managing, mortgaging, encumbering, selling, exchanging, or otherwise disposing of and/or dealing with investments for the production of income and profit;
- (iv) Acquiring, owning, operating, managing, mortgaging, encumbering, selling, exchanging, or otherwise disposing of and/or deal with property, both real and personal; and
- (v) Engaging in any and all activities related or incidental to the business of the Company.

## ARTICLE IV

### **LOCATION OF REGISTERED OFFICE AND NAME OF REGISTERED AGENT**

The initial registered office of the Company shall be located at **154 BUSINESS CENTER DRIVE, BIRMINGHAM, ALABAMA 35244**, and the name of the initial registered agent at such address shall be **CHARLES ANGEL**.

## **ARTICLE V**

### **MEMBER(S) AND ORGANIZER**

The Company shall have one or more classes of Members as provided in the Operating Agreement. The names and addresses of the initial Members of the Company are set forth on **EXHIBIT "A"** attached to these Articles of Organization. The initial interests of the Member(s) in the Company (the "Company Interests") shall be as set forth in the Operating Agreement.

The name and address of the Organizer of the Company is:

<b>Name</b>	<b>Address</b>
Robert M. Ritchey	2660 EastChase Lane, Suite 300 Montgomery, Alabama 36117

## **ARTICLE VI**

### **ADDITIONAL MEMBERS**

The Member(s) of the Company reserve the right to admit additional Members upon the unanimous agreement of all the Members as to the admission of, and the consideration to be paid by, such new Members, and subject to the terms and conditions of the Operating Agreement.

## **ARTICLE VII**

### **OPERATING AGREEMENT**

The Operating Agreement shall be executed by each Member of the Company and shall set forth all provisions for the affairs of the Company and the conduct of its business to the extent that such provisions are not inconsistent with law or these Articles of Organization.



## **ARTICLE VIII**

### **CONTINUATION UPON WITHDRAWAL OF MEMBER**

The existence of the Company shall continue upon the death, legal incapacity, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any event which terminates the continued membership of a Member in the Company (collectively, "Cessation of Membership"), as long as (i) there is at least one (1) remaining Member and that Member carries on the business of the Company (any such remaining Member being hereby authorized to carry on the business of the Company); or (ii) within ninety (90) days after the Cessation of Membership of the last Member, the holders of all the financial rights in the Company agree in writing to continue the legal existence and business of the Company and to the appointment, effective as of the date of such event, of one or more Members.

## **ARTICLE IX**

### **LIABILITIES OF MEMBER(S) AND MANAGER(S)**

No Member or Manager of the Company shall be liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, manager, agent or employee of the Company.

## **ARTICLE X**

### **MANAGER(S)**

The Company shall be managed by one or more Managers. The names and addresses of the initial Manager is:

#### **Manager's Name**

Charles Angel

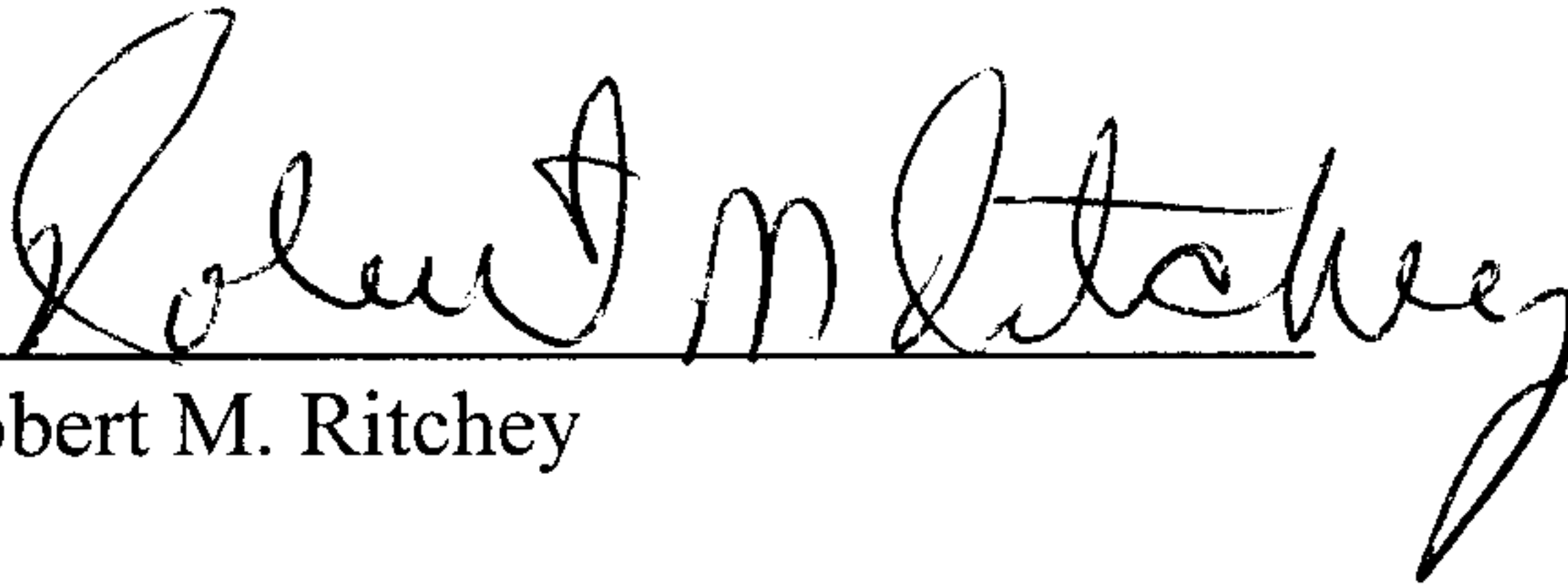
#### **Address**

154 Business Center Drive  
Birmingham, Alabama 35244



Managers need not be Members. A Manager may be removed and replaced by the Members as provided in the Operating Agreement.

**IN WITNESS WHEREOF**, the undersigned Organizer has caused these Articles of Organization to be executed this 23 day of November, 2009.

  
Robert M. Ritchey



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Shelby Cnty Judge of Probate, AL  
11/24/2009 12:20:00 PM FILED/CERT

## EXHIBIT "A"


### Name(s) and Address of Initial Member(s)

#### **Name**

Charles Angel

#### **Address**

154 Business Center Drive  
Birmingham, Alabama 35244

  
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