



Articles of Organization of

M3 Holdings LLC

an Alabama limited liability company

For the purpose of forming a limited liability company under the Alabama Limited Liability Company Act and any act amendatory thereof, supplementary thereto or substituted therefor (hereinafter referred to as the "Act"), the undersigned do hereby sign and adopt these Articles of Organization, and, upon the filing for record of these Articles of Organization in the office of the Judge of Probate of the County in Alabama which is the county of the initial registered office established herein, the existence of a limited liability company (hereinafter referred to as the "Company"), under the name set forth in Section 1.01 of Article I hereof, shall commence.

Article I. Statutory Requirements.

1.01 Name. The Name of the Company shall be M3 Holdings LLC

1.02 Duration. The duration of the Company shall be perpetual, unless otherwise limited or sooner terminated by amendment hereto as provided in these Articles or in the Operating Agreement between the undersigned members and any duly adopted amendments to or restatements of said Articles or Operating Agreement.

1.03 Purpose. The purposes, objects and powers of the Company are:

(a) To engage in any lawful business, investment, act or activity for which an Alabama Limited Liability Company may be organized under the Act.

(b) To have and to exercise any and all of the powers specifically granted in the Act, none of which shall be deemed to be inconsistent with the nature, character or the object of the Company and none of which are denied to it by these Articles of Organization.

1.04 Registered Office. The location and mailing address of the initial registered office of the Company shall be:

7 Huddle Drive, Suite C; Birmingham, AL 35242

1.05 Registered Agent. The initial registered agent of the Company shall be:

Sayre Holdings LLC

1.06 Initial Members. The name and address of the organizing and initial members of the Company are:

Member**Address**

M3 Trust

7 Huddle Drive; Suite C
Birmingham, AL 35242

1.07 Additional Members. Additional members may be admitted to membership in the Company, but only in the event that every then existing member of the Company has first consented in writing, after reasonable notice, to the admission of such proposed additional member as becoming and being such members of the Company.

1.08 Dissolution by Cessation of Membership. The cessation of any member or members to be a member of the Company shall not operate to dissolve the Company so long as, following the cessation of such member or members to be a member, there still remains at least one member of the Company.

1.09 Management. The business and affairs of the Company shall be managed by the following named managers, who shall serve until the first annual meeting of members, or until their respective successors are duly elected and qualified:

Manager**Address**

M3 Trust

7 Huddle Drive; Suite C
Birmingham, AL 35242**Article II. Internal Affairs**

The following provisions for the regulation of the business and for the conduct of the affairs of the Company by its managers and members are hereby adopted:

2.01 Operating Agreement. The Operating Agreement of the Company (if any) shall be adopted by the Members. The power to alter, amend, or repeal the provisions of the Operating Agreement or to amend said operating Agreement shall be vested solely in the Members, which power may be exercised in the manner and to the extent provided in these Articles and, where not inconsistent herewith, in the Operating Agreement, provided, however, that, except by unanimous consent of all Members of the Company, the Members may not alter, amend or repeal any provision in the Operating Agreement establishing the number of members, the time or place of membership meetings, or what constitutes a quorum at such membership meetings, or which was adopted by the Members and specifically provides that it cannot be altered, amended or repealed by the Members. The Operating Agreement may contain any provisions for the regulation of the business and for the conduct of the members not inconsistent with the Act or these Articles of Organization.

2.02 Management. The business and affairs of the Company shall be managed by the Manager(s) and Member(s) as set forth in the Act, these Articles, and in the Operating Agreement.

2.03 Records. All records of the Company may be stored as digital images. Consequently, a "printing" of such digital image shall be treated as an original by all Parties and third parties and Company shall not be required to maintain the "signed original" if a digital image of such signed original is maintained.

In Testimony Whereof, witness the hand of the undersigned as the initial member and the initial Manager effective as of January 1, 2004.

M3 Trust



by S. Dian Gibson
its Settlor

The Foregoing Parties Being All the Initial Members of

M3 Holdings LLC

This instrument prepared by:

S. Dian Gibson
7 Huddle; Suite C
Birmingham, AL 35242

The Manager of the Company may appoint a Custodian of this and any other Company records. This Instrument and all collateral documents or instruments in any way related to this Instrument, including, without limitation, amendments, reports, accountings, etc., may be archived on computer readable media without the necessity for any individual or entity to retain or maintain an "original" signed copy of any such instrument. A copy of any instrument printed from a digital image of an "original" shall be treated as an original in all respects subject to confirmation by the Custodian that the "printing" in question is true and accurate in all respects. The Custodian shall be released and discharged of any liability whatsoever and arising by reason of his/its status as Custodian to include the loss of records under any circumstances whatsoever and the Company shall defend, indemnify and hold such Custodian harmless, of and from, any claims, losses, costs, damages or expenses of any nature whatsoever and in any way related to or arising from the status of such individual or entity as Custodian or his/its activities as such Custodian.