

STATE OF ALABAMA)

SHELBY COUNTY)

**ARTICLES OF ORGANIZATION
OF
JERRY MCDONALD FINANCIAL SERVICES, LLC**

The undersigned, desiring to form a limited liability company pursuant to the laws of the State of Alabama, certifies as follows:

1. The name of the limited liability company is Jerry McDonald Financial Services, LLC.

2. The existence of the limited liability company shall commence on the date of the filing of these Articles of Organization in the Office of the Judge of Probate of Shelby County, Alabama, and its duration shall be perpetual; provided, however, that the limited liability company shall be dissolved (a) upon the written consent of all of the members; (b) as provided in the Operating Agreement; or (c) as may be required by the Alabama Limited Liability Company Act.

3. The purposes for which this Corporation is organized are:

3.1 To conduct and operate a general insurance agency business in all lines of insurance and to represent insurance companies as agent or broker; to serve as general agent, manager, or in other representative capacities to insurance companies and to appoint subagents, brokers or salesmen for such companies under the terms of any contract with such insurance companies to promote the affairs of insurance companies and to advise and counsel with respect to insurance underwriting and to consult with or serve as broker for assureds in dealing with insurance companies and insurance problems; and to deal with and engage in all of the activities enumerated in these purposes as owner, proprietor, manager or agent for others on any legitimate contractual basis.

3.2 To manufacture, purchase, acquire, hold, maintain, improve, construct, pledge, hypothecate, exchange, sell, invest and deal in and otherwise dispose or, alone or in syndicate or otherwise in conjunction with others, commodities, merchandise and other personal property of every kind, character, and description whatsoever and wheresoever situated, and any interest therein.

3.3 To purchase, acquire, lease, own, hold, sell, convey or mortgage and otherwise deal in real estate, property, tenements, and hereditaments, as well as any interest therein, and directly or through the ownership of stock in any corporation, to maintain and improve the same by erecting, constructing, rebuilding, repairing, equipping, any and all kinds of buildings and other structures and erections, and to install therein such furniture and appliances which at any time may be necessary to the conduct thereof.

3.4 To acquire bonds or stocks of this Corporation or otherwise, the good will, rights, assets and property; to undertake, guarantee or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation; to pay for the same in cash, the stock or other securities of the Corporation or otherwise; to hold, or in any manner dispose of the whole or any part of the property so acquired; to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of any such business.

3.5 To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or, otherwise dispose of letters patent of the United States of America or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this Corporation.

3.6 To acquire by purchase, subscription, contract, underwriting or otherwise, to hold for investment or otherwise, to pledge, hypothecate, exchange, sell, deal in and with and dispose of or to turn to account or to realize upon, alone or in syndicate or otherwise in conjunction with others, stocks, securities and investments of every kind and description, including, but not by way of limitation, shares, stocks, scrip, notes, bonds, debentures, rights, participating certificates, certificates of interest, mortgages, acceptances, commercial paper and choses in action, evidence of indebtedness and other obligations of every kind and description (all of which is hereinafter sometimes called "securities") of any private, public or quasi-public corporation, association, partnership, common law trust, syndicate, firm or individual or of any combinations, organizations or entities whatsoever, irrespective of their form or the names by which they may be described, and, while the owner or holder of any such securities, to exercise all the rights, powers and privileges of ownership in respect thereto; and, to the extent now or hereafter permitted by law, to aid by loan, guarantee or otherwise those issuing, creating or responsible for any such securities.

3.7 To borrow and lend money and to give or take security therefore by way of mortgage, pledge, transfer or a assignment of real or personal property, of every nature and description.

3.8 To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount with any person, firm, association or corporation, town, city, county, state, territory, government or governmental subdivision.

3.9 To draw, make, accept, endorse, discount, execute and to issue promissory notes, drafts, bills of exchange, warrants, debentures and other negotiable or transferable instruments.

3.10 To issue bonds, debentures or obligations of this Corporation from time to time, for any of the purposes of the Corporation, and to secure the same by mortgage, pledge, deed of trust or otherwise.

3.11 To have one or more offices to carry on all or any of its operators and business and, without restriction or limit as to amount, to purchase or otherwise acquire, hold, own, mortgage, pledge, sell, assign and transfer, convey or otherwise dispose of, invest, trade, deal in and deal with goods, wares and merchandise, and real and personal property of every class and description in any of the states, districts, territories or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, colony and country.

3.12 To purchase or otherwise acquire its own shares of stock (so far as may be permitted by law) and its bonds, debentures, notes, scrip or other securities, or evidence of indebtedness, and to hold, sell, transfer, or reissue the same.

3.13 To enter into any plan or project for the assistance and welfare of its employees.

3.14 To enter into any legal arrangements for sharing of profits, union of interests, reciprocal concessions or cooperation with any parson, partnership, corporation, association, combination, organization, entity or body whatsoever, domestic or foreign, carrying on or proposing to

carry on any business which this Corporation is authorized to carry on, or any business or transaction deemed necessary, convenient or incidental to carrying out any of the objects of this Corporation.

3.15 To assume, guarantee or become surety for the payment and performance of any and all debts and obligations of another or others, and to guarantee the payment of dividends upon any security or securities.

3.16 To do all and everything necessary and proper for the accomplishment of the objects herein enumerated or necessary or incidental to the protection and benefit of the Corporation, and in general, to carry on any lawful business necessary or incidental to the protection and benefit of the Corporation, and in general, to carry on any lawful business necessary or incidental to the attainment of the purposes of the Corporation, whether such business is similar in nature to the objects and powers hereinabove set forth or otherwise.

3.17 To engage in the transaction of any or all lawful business for which Corporation may be incorporated under the laws of Alabama.

The foregoing clauses shall be construed as purposes for which the Corporation is organized, in addition to those powers specifically conferred upon the Corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of powers shall not be held to limit or restrict in any manner the powers of the Corporation otherwise granted by law.

4. The location and mailing address of the initial registered office shall be 5425 Afton Drive, Birmingham, Alabama 35242, and the name of the initial registered agent at said address shall be Jerry McDonald.

5. The name of the initial member of the limited liability company is Jerry McDonald, and the address of the initial member is 5425 Afton Drive, Birmingham, Alabama 35242.

6. The members of the limited liability company shall have the right to admit additional members to the limited liability company, as provided in the Operating Agreement.

7. The limited liability company shall be managed by its members.

IN WITNESS WHEREOF, the undersigned has affixed hand and seal on this 25th day of January, 2008.

Jerry McDonald
Jerry McDonald

(MEMBER)

This instrument was prepared by:
Joseph T. Ritchey
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