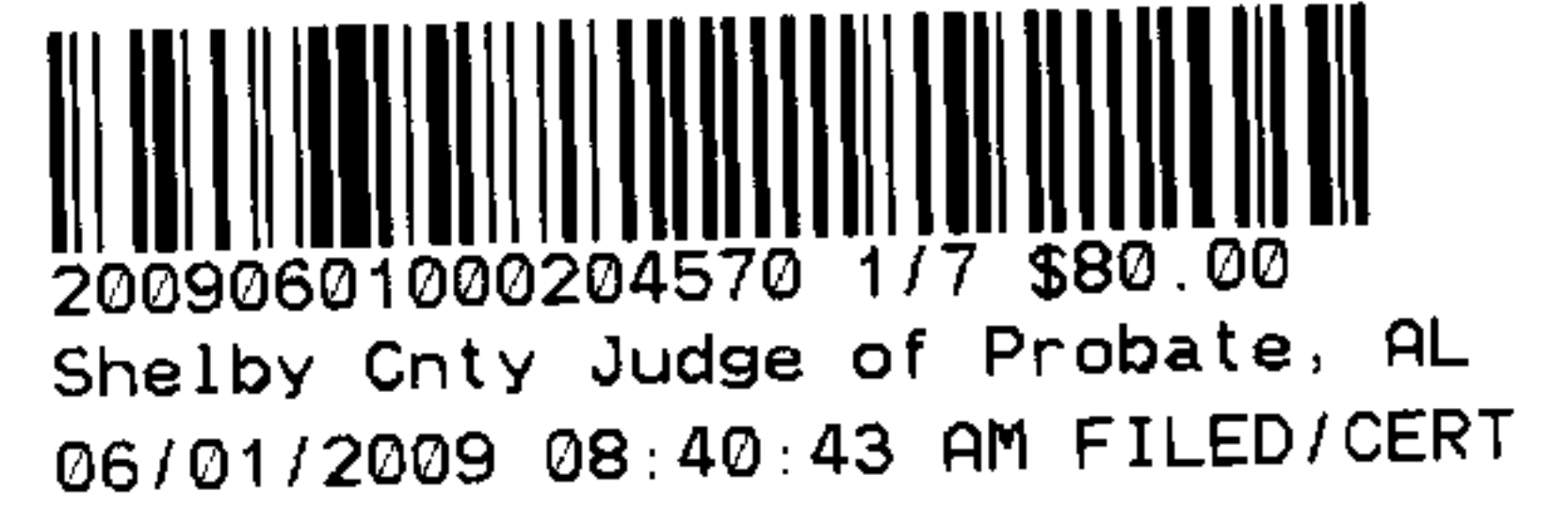


ARTICLES OF ORGANIZATION

OF

HG GLOBAL VENTURES, LLC



The undersigned, Robert M. Quinn, desiring to organize a limited liability company under the Alabama Limited Liability Company Act, adopts and subscribes his name to the following Articles of Organization.

**ARTICLE I
NAME OF LIMITED LIABILITY COMPANY**

The name of the limited liability company shall be **HG Global Ventures, LLC**.

**ARTICLE II
PERIOD OF DURATION**

The period of duration of the limited liability company shall be perpetual.

**ARTICLE III
PURPOSES FOR WHICH LIMITED LIABILITY COMPANY FORMED**

The purposes for which the limited liability company is formed and the powers which it shall have in furtherance of its purposes are:

Sec. 1. To engage in business consultation and strategic planning.

Sec. 2. To engage in any lawful business, act or activity for which a company may be organized under the Act, it being the purpose and intent of this Article III to invest the Company with the broadest purposes, objects and powers lawfully permitted a company formed under the Act.

Sec. 3. To carry on any and all aspects, ordinary or extraordinary, of any lawful business and to enter into and carry out any transaction, ordinary or extraordinary, permitted by law, having and exercising in connection herewith all powers given to companies by the laws of the State of Alabama.

**ARTICLE IV
LOCATION OF REGISTERED OFFICE; REGISTERED AGENT**

The address of the initial registered office of the limited liability company in Alabama is: 270 Doug Baker Blvd. Suite 700-310, Birmingham, Alabama 35242 and the name of its initial registered agent at the address is Robert M. Quinn. This address shall also serve as the company's principal place of business.

**ARTICLE V
MEMBERS**

The names and post office addresses of the Members of the limited liability company are:

<u>Name</u>	<u>Address</u>
Robert M. Quinn	186 Highland Lakes Drive Birmingham, AL 35242

**ARTICLE VI
ADMISSION OF NEW MEMBERS**

Additional members may be admitted at such times and on such terms and conditions as all members may unanimously agree and as provided in the operating agreement of the limited liability company.

**ARTICLE VII
MANAGEMENT OF THE COMPANY**

Management of the limited liability company is to be vested in one (1) manager. The name and address of the initial manager, who is to serve as manager of the company until his successor is elected and serving, is:

<u>Name</u>	<u>Address</u>
Robert M. Quinn	186 Highland Lakes Drive Birmingham, AL 35242

ARTICLE VIII AUTHORITY OF MANAGER

Each of the Managers, separately and severally, have the power, on behalf of the Company, to do all things necessary or convenient to carry out the day to day business and affairs of the Company and to do all things connected with the ordinary day to day operation of the business, including the following:

- A. The purchase, receipt, lease or other acquisition of real estate by the Company;
- B. The sale, conveyance, mortgage, pledge, lease, exchange and other disposition of real estate by the Company;
- C. The institution, prosecution and defense of any lawsuit or legal proceeding in the Company's name;
- D. The borrowing of money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its real estate;
- E. To execute and deliver any instruments on behalf of the Company, including any deed, deed of trust, note or other evidence of indebtedness, lease agreement, security agreement, financing statement, contract of sale or other instrument purporting to convey or encumber, in whole or in part, any or all of the property of the Company, at any time held in its name, and no other signatures shall be required for any such instrument to be valid, binding and enforceable against the Company in accordance with its terms.

Any change or limitation to the authority given the Managers hereunder shall be made only by appropriate amendment to these Articles of Organization. The Operating Agreement of the Company may establish additional limitations on the authority of the Managers, but any such limitations shall be binding only on persons with actual notice of such limitations. Any third party may rely on any representation made in writing and signed by the Managers of the Company, as identified herein, and as the same may be amended from time to time, that an action to be taken by him is within his authority and discretion, unless otherwise expressly stated in these Articles of Organization, and such third party need not refer to the Operating Agreement of the Company to determine the validity of such representation.

ARTICLE IX INTERNAL AFFAIRS

1. The initial Operating Agreement of the Company shall be adopted by the initial Members. The power to alter, amend, or repeal the Operating Agreement or adopt new Operating Agreement shall be vested in the Members, which power may be exercised in the manner and to the extent provided in the Operating Agreement. The Operating Agreement may contain any provisions for the regulation of the business and for the conduct of the affairs of the Company or the Members, not inconsistent with the Act or these Articles of Organization.

2. Any contract or other transaction which is fair and reasonable to the Company between the Company and one or more of its Members or Managers, or between the Company and any firm of which one or more of its Members or Managers are members or employees, or in which they are financially interested, or between the Company and any company or association of which one or more of its Members or Managers are shareholders, members, directors, officers, or employees, or in which they are financially interested, shall be valid for all purposes, notwithstanding the presence of the person at the meeting of the Members or Managers of the Company or any committee thereof that acts upon, or in reference to, the contract or transaction if either (a) the fact of such interest shall be disclosed or known to the Members, or such committee, as the case may be, and the Members or such committee shall, nevertheless, authorize or ratify the contract or transaction or (b) the fact of such relationship or interest is disclosed to the Members entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent. The interested Members or Managers shall not be counted in determining whether a quorum is present and shall not be entitled to vote on such authorization or ratification. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it. Each and every person who may become a Member of the Company is hereby relieved from any liability that might otherwise arise by reason of his or her contracting with the Company for the benefit of himself or any firm or company in which he or she may be in any way interested.

3. The Company reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles of Organization, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the Act, and all rights conferred upon Members at any time are granted subject to this reservation.

ARTICLE X INDEMNIFICATION

1. In amplification, and not in limitation, of applicable provisions of the Act and other provisions of Alabama law:


(a) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an

action by or in the right of the Company), by reason of the fact that he or she is or was a member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, employee or agent of another company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another company, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper

2. To the extent that a member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding.
3. Any indemnification under Paragraph 1 of this Article (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the member, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Paragraph 1 of this Article. Such determination shall be made (i) by the Members by a majority vote of a quorum consisting of members who were not parties to, or who have been wholly successful on, the merits or otherwise with respect to such claim, action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Members so directs, by independent legal counsel in a written opinion, or (iii) by the Members.
4. Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Company in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in this Article upon receipt of an undertaking by or on behalf of the member, officer, employee or agent to repay such amount if, and to the extent that, it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article.
5. The indemnification authorized by this Article shall not be deemed exclusive of, and shall be in addition to, any other rights to which those indemnified may be entitled under any statute, rule of law, provision of articles of organization, operating agreement, other agreement, vote of Members or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a manager, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
6. The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article X.

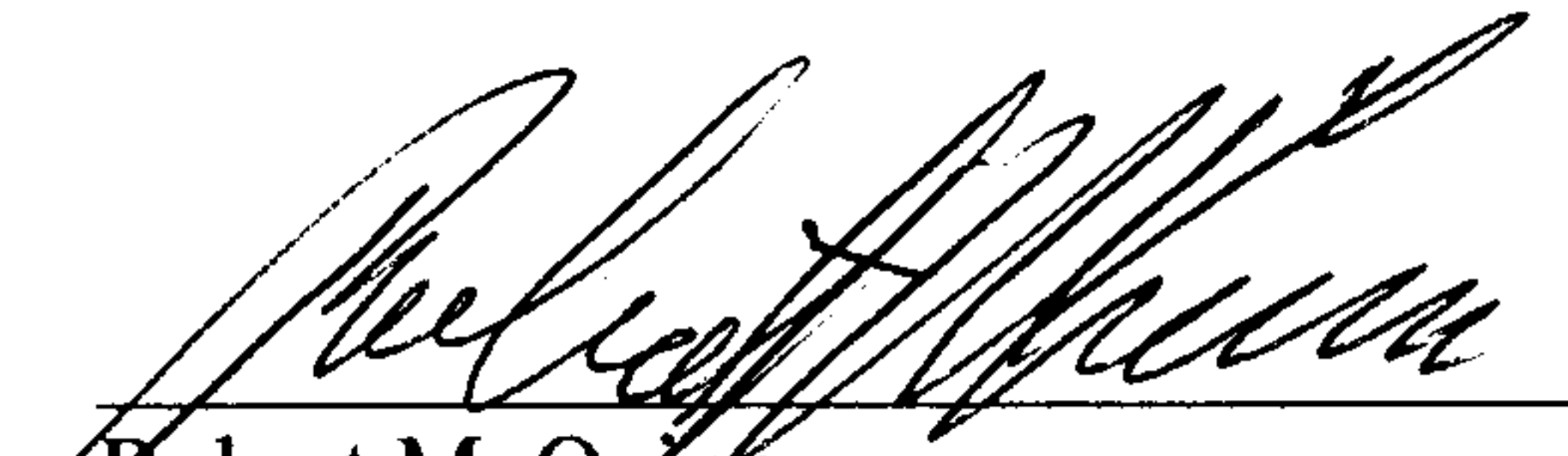
**ARTICLE XI
ORGANIZERS**


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Shelby Cnty Judge of Probate, AL
06/01/2009 08:40:43 AM FILED/CERT

The names and addresses of the Organizers of the Company are:

Name	Address
Robert M. Quinn	186 Highland Lakes Drive Birmingham, AL 35242

IN WITNESS WHEREOF, we have executed these Articles of Organization on the 1 day of June, 2009.


Robert M. Quinn

This instrument prepared by:
Jack T. Carney, Esq.
The Law Office of Jack Carney, LLC
300 Vestavia Parkway, Suite 2300
Birmingham, Alabama 35216
(205) 969-8181