

**ARTICLES OF ORGANIZATION
OF
EMARICO RISK MANAGEMENT, LLC**

1. The name of the limited liability company is Emarico Risk Management, LLC, hereinafter referred to in these Articles of Organization as the "Company."
2. The period of the Company's duration is perpetual.
3. The purpose for which the Company is organized is the transaction of any and all lawful business for which a limited liability company may be organized under the Alabama Limited Liability Company Act, as amended from time to time (the "Act"), including without limitation, to engage in the business of professional business and risk management consulting.
4. The location and mailing address of the initial registered office of the Company is 146 Resource Center Parkway, Birmingham, Alabama 35242. The name of its initial registered agent at that address is E.J. Marino, Jr.
5. The name and mailing address of the sole initial member of this Company are Emarico, Inc., and 146 Resource Center Parkway, Birmingham, Alabama 35242, respectively.
6. The sole initial member of the Company shall have the right to admit additional members (including substitute members) to the Company; provided, however, that if the sole initial member assigns such member's entire membership interest (including financial and other rights), the assignee of such membership interest shall be automatically admitted as a substitute member of the Company without any further action on the part of the sole initial member. The terms and conditions of the admission of additional members (including substitute members) to the Company shall be as set forth in the Operating Agreement of the Company.
7. Except as otherwise specifically required by any non-waivable provisions of the Act or any provisions of the Operating Agreement of the Company, the cessation of the sole initial member's membership in the Company shall not result in the dissolution of the Company. In the event the sole initial member ceases to be a member of the Company (whether such cessation is voluntary or involuntary), the holders of all the financial rights in the Company may agree in writing to continue the legal existence and business of the Company and to appoint one or more new members to the Company.
8. Management of the Company shall be vested in managers. There shall be one (1) initial manager of the Company, and the name and mailing address of the initial manager of the Company are E.J. Marino, Jr. and 146 Resource Center Parkway, Birmingham, Alabama 35242, respectively.

9. (a) No member or manager shall be liable to the Company or any other person, firm or entity for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member or manager on behalf of the Company.

(b) Each member and manager shall be fully protected in relying upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any person, firm or entity as to matters within the professional or expert competence of such person or entity and who or which has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the members might properly be paid.

10. (a) To the fullest extent permitted by applicable law, each member and manager shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such member or manager by reason of any act or omission performed or omitted by such member or manager on behalf of the Company.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a member or manager in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the member or manager to repay such amount if it shall be determined that the member or manager is not entitled to be indemnified as authorized in this Article 10.

(c) The Company may purchase and maintain insurance, to the extent and in such amounts as the manager shall, in its sole discretion, deem reasonable, on behalf of the members and manager and such other persons or entities as the manager shall determine, against any liability that may be asserted against or expenses that may be incurred by any such person or entity in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Article 10.


11. Subject to the limitations set forth in these Articles of Organization or the Company's Operating Agreement, in order to carry out the purpose of the Company hereinabove set forth, the Company shall have all of the powers conferred on limited liability companies by the Act and the laws of the State of Alabama.



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned sole initial member of the Company executes these Articles of Organization on this the 8th day of June, 2009.

EMARICO, INC.

By: 
Name: E.J. Marino, Jr.
Its: PRESIDENT

This instrument prepared by:
Jonathan D. Kipp
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2119