

**ARTICLES OF ORGANIZATION
OF
THE APPLEBAUM FIRM, LLC**

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 therefore (hereinafter referred to as the "Act"), the undersigned does hereby sign and the Initial Members (as defined below) hereby adopt these Articles of Organization, and upon, filing for record of these Articles of Organization in the Office of the Judge of Probate of Shelby County, the existence of a limited liability company (hereinafter referred to as the "Company"), under the name set forth in Article 1 hereof, shall commence.

ARTICLE 1

NAME

- 1.1 The name of the Company shall be The Applebaum Firm, LLC.

ARTICLE 2

- 2.1 The duration of the Company shall be perpetual.

ARTICLE 3

- 3.1 The purposes and object and powers of the Company are:

(a) To engage in any other lawful business, act or activity for which a company may be organized under the Act, it being the purpose and intent of this Article 3 to invest the Company with the broadest purposes, objects and powers lawfully permitted a company formed under the Act.

(b) 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.

(c) Without limiting the scope and generality of the foregoing the Company shall have the following specific purposes, objects and powers:

- (1) To provide the legal needs of Shelby and its surrounding counties, the State of Alabama, and any other state or jurisdiction.
- (2) To provide the legal needs on a contract basis of any firm in Shelby and its surrounding counties, the State of Alabama, and any other state or jurisdiction.
- (3) To provide any other service, without limitation, related to the carrying out of the aforementioned Nos. 1-2.
- (4) To acquire, hold, maintain, dispose of and otherwise invest in other companies or other types of entities or businesses, including, without limitation, and to engage in all other activities related or incidental thereto.
- (5) To have and to exercise any and all of the power specifically granted in the limited liability company laws of the State of Alabama, none of which shall be deemed to be inconsistent with the nature, character or object of the Company, and none of which are denied to it by these Articles of Organization.
- (6) To build, manufacture or otherwise, process or produce; to acquire, own, manage, operate, improve or deal with; to sell, lease, mortgage, pledge, distribute or otherwise deal in and dispose of, property of every kind and wheresoever situated.
- (7) To purchase, lease or otherwise acquire any interest in property and right of any person, firm, company or governmental unit; to pay for the same in cash, in shares of stock, bonds, or other securities, evidences of indebtedness or property of this Company or of any other person, firm, company or governmental unit.
- (8) To be a promoter or incorporator, to subscribe for, purchase, deal in and dispose of, any stock, bond, obligation or other security, of any person, firm, company, or governmental unit, and while the owner and holder thereof to exercise all rights of possession and ownership.
- (9) To purchase or otherwise acquire (including, without limitation, to purchase its own membership interests to the extent of unreserved and unrestricted capital surplus available therefore) to the fullest extent

permitted by the Act, and to sell, pledge or otherwise deal in or dispose of its own membership interest or other securities.

- (10) To borrow money from any person, firm, company (business, public or non-profit), or governmental unit and to secure any debt by mortgage or pledge of any property of the Company; to make contracts, guarantees, and indemnity agreements and incur liabilities and issue its notes if not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.
- (11) To lend money, or aid or extend credit to, or use its credit to assist, any person, firm, company (business, public or non-profit), or governmental unit, including, without limitation, its employees and directors and those of any subsidiary, in accordance with the Act.
- (12) To guarantee any indebtedness and other obligations of, and to lend its aid and credit to, any person, firm, company (business, public or non-profit), or governmental unit, and to secure the same by mortgage or pledge of, or security interest in, any property of the Company.
- (13) To consolidate, merge or other reorganize in any manner permitted by law; to engage in one or more partnerships and joint ventures as general or limited partner.
- (14) To carry on its business anywhere in the United States and in foreign countries.
- (15) To elect or appoint officers and agents and define their duties and fix their compensation; to pay pensions and establish pension plans, pension trust, profit sharing plans, and other incentive or deferred compensation plans for any or all of its directors, officers and employees.
- (16) To make donations for the public welfare or for charitable, scientific, or educational purposes; to transact any lawful business which the Members (as defined below) shall find to be in aid of governmental policy.

3.2 All words, phrases and provisions appearing in this Article 3 are used in their broadest sense, are not limited by reference to, or inference from, any other words, phrases or provisions and shall be so construed.

ARTICLE 4

REGISTERED OFFICE AND REGISTERED AGENT

4.1 The location and mailing address of the initial registered office of the Company shall be:

The Applebaum Firm, LLC
177 Addison Drive
Calera, AL 35040

4.2 The initial registered agent at such address shall be Virginia Applebaum.

ARTICLE 5

INITIAL MEMBERS

5.1 The name and mailing address of the initial members of the Company (the "Initial Members") are as follows:

NAME:

Virginia Applebaum

ADDRESS:

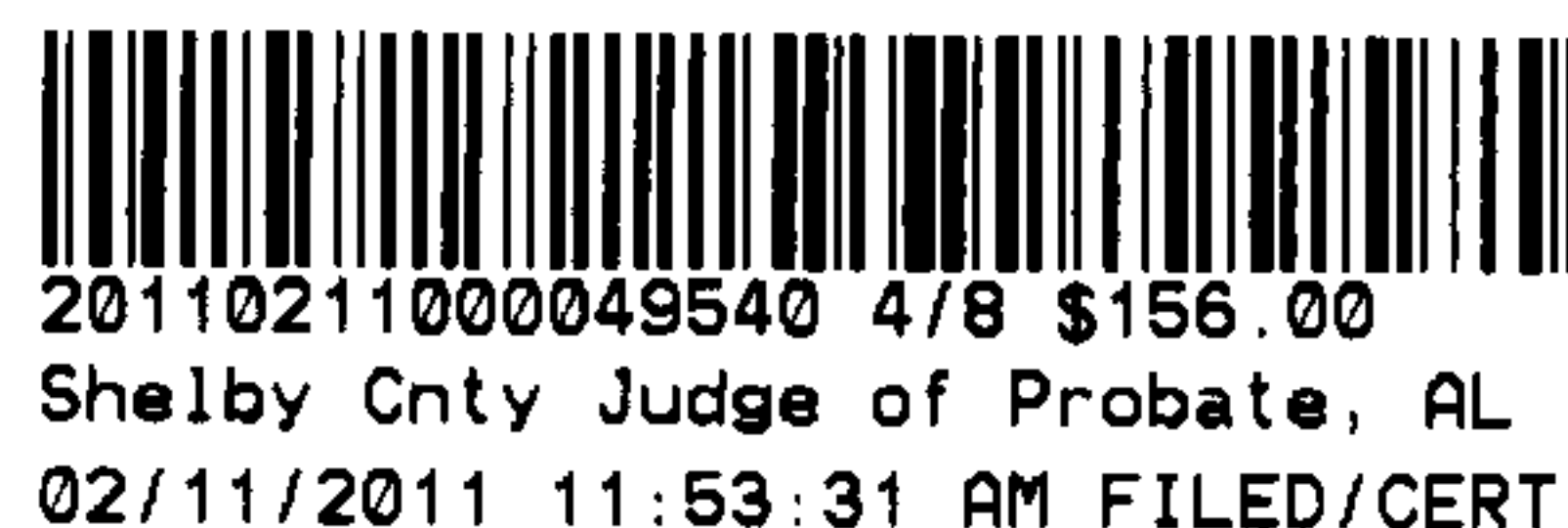
177 Addison Drive
Calera, AL 35040

ARTICLE 6

ADMISSION OF ADDITIONAL MEMBERS

As used herein, the term "Members" shall mean the Initial Members and any additional or substitute members of the Company that become Members of the Company pursuant to the terms of these Articles of Organization. From and after the date of the formation of the Company, any person or entity acceptable to all Members may become a Member in this Company either by the issuance by the Company of membership interests for such consideration as all Members shall determine, or as a transferee of Member's membership interest or any portion thereof as approved by all Members, subject to the terms and conditions of these Articles of Organization.

ARTICLE 7



MANAGEMENT

The business and affairs of the Company shall be managed by the Members.

ARTICLE 8

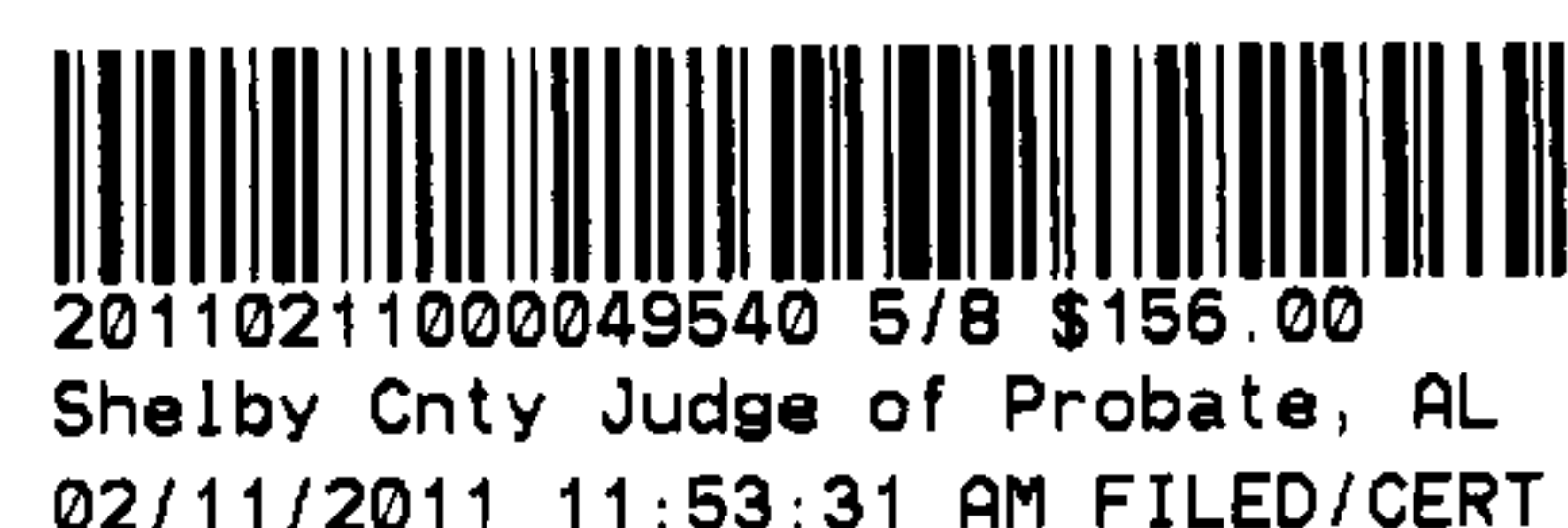
INTERNAL AFFAIRS

8.1 The power to alter, amend, repeal, or adopt a new Articles of Incorporation shall be vested in the Members, which power may be exercised in the manner and to the extent as the Members see fit.

8.2 Any contract or other transaction which is fair and reasonable to the Company between the Company and one or more of its Members, or between the Company and any firm of which one or more of its Members 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 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 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 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 contracts 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.

8.3 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 a manner now or hereafter prescribed or permitted by the Members, and all rights conferred upon Members at any time are granted subject to this reservation.

ARTICLE 9



INDEMNIFICATION

9.1 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 expect 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 in the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

9.2 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 Section 9.1, 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.

9.3 Any indemnification under Section 9.1 (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 as set forth in Section 9.1. 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.

9.4 Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding as authorized in the manner provided in Section 9.4 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.

9.5 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, provisions of articles of organization, any future operating agreement, other agreement, vote of Member 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 benefit of the heirs, executors and administrators of such a person.

9.6 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 provision of this Article 9.

ARTICLE 10


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CONTINUATION OF BUSINESS

10.1 In the event of death, retirement, resignation, expulsion or dissolution of a Member, the remaining Members shall automatically continue the business of the Company.

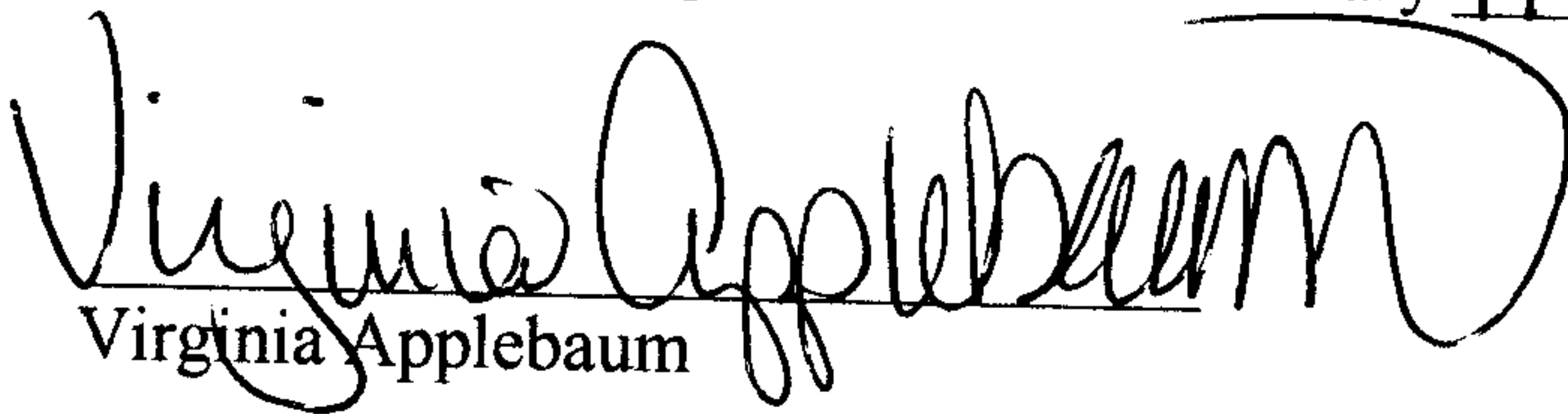
ARTICLE 11

ORGANIZERS

11.1 The names and addresses of the organizers of the Company are:

Virginia Applebaum
177 Addison Drive
Calera, AL 35040

IN WITNESS WHEREOF, the undersigned, as the organizers of the Company, have executed these Articles of Organization as of February 11, 2011.


Virginia Applebaum



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Shelby Cnty Judge of Probate, AL
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