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ACCOUNT NO. : 072100000032

REFERENCE : 271651 7288229

AUTHORIZATION :

Patricia Pujate

COST LIMIT : \$ 70.00

SECRETARY OF STATE
TALLAHASSEE FLORIDA

2001 OCT 31 PM 3:28

FILED

ORDER DATE : October 31, 2001

ORDER TIME : 2:0 PM

ORDER NO. : 271651-005

CUSTOMER NO.: 7288229

CUSTOMER: Ms. Rhonda Toombs
Highland Capital
Suite 220
2 Metroplex Drive
Birmingham, AL 35209

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

01 OCT 31 PM 3:07

RECEIVED

DOMESTIC FILING

NAME: HAC OF FLORIDA, INC.

600004661646--6

EFFECTIVE DATE:

- ARTICLES OF INCORPORATION
- CERTIFICATE OF LIMITED PARTNERSHIP
- ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

- CERTIFIED COPY
- PLAIN STAMPED COPY
- CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Mimi Stephens - EXT. 1128

EXAMINER'S INITIALS:

JS
10/31/01

**ARTICLES OF INCORPORATION
OF
HAC OF FLORIDA, INC.**

FILED
2001 OCT 31 PM 3: 28
SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned incorporator, for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopts the following Articles of Incorporation.

FIRST: Name. The name of the corporation is: **HAC of Florida, Inc.**

SECOND: Initial Principal Office. The street address of the initial principal office and the mailing address of the corporation is: 2 Metroplex Drive, Suite 220, Birmingham, AL 35029.

THIRD: Capitalization. The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is One Thousand (1,000) shares of common stock, with a par value of \$0.001 per share, which constitutes a total authorized capital of One and No/100 Dollars (\$1.00).

FOURTH: Initial Registered Office. The street address of the initial registered office of the corporation is: c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301, and the name of its initial registered agent at such address is: Corporation Service Company.

FIFTH: Initial Board of Directors. The names and addresses of the initial members of the Board of Directors who shall serve until the first annual meeting of the stockholders or until their successors are duly elected and qualified are:

<u>NAMES</u>	<u>ADDRESSES</u>
W. Todd Carlisle	2 Metroplex Drive Suite 220 Birmingham, Alabama 35209
Keith D. Duke	2 Metroplex Drive Suite 220 Birmingham, Alabama 35209
J. Forrest Collier	2 Metroplex Drive Suite 220 Birmingham, Alabama 35209

SIXTH: Incorporator. The name and address of each incorporator is: W. Todd Carlisle, 2 Metroplex Drive, Suite 220, Birmingham, AL 35209.

SEVENTH: Purpose. The purposes for which this Corporation is organized are:

(A) To engage in the business of an insurance brokerage firm by distributing, servicing and designing insurance and investment products and services for financial services professionals and their clients and to act as an insurance agency.

(B) To engage in the transaction of any or all lawful business for which corporations may be incorporated under the laws of Florida.

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 powers shall not be held to limit or restrict in any manner the powers of the Corporation otherwise granted by law.

EIGHTH: Indemnification.

SECTION 8.1 Limitation of Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or (iii) for any transaction from which the director derived an improper personal benefit.

If the Florida Business Corporation Act is amended after the date hereof to authorize action by corporations organized pursuant to the Florida Business Corporation Act to further eliminate or limit the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Florida Business Corporation Act, as amended.

SECTION 8.2 Indemnification of Directors.

(A) Each person who was or is made a party or is threatened to be made a party or is involved in any threatened, pending or completed action, suit or proceeding, whether formal or informal, whether of a civil, criminal, administrative or investigative nature (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director of the Corporation, whether the basis of such proceeding is an alleged action or inaction in an official capacity or in any other capacity while serving as a director, shall be indemnified and held harmless by the Corporation to the fullest extent permissible under Florida law, as the same exists or may hereafter exist in the future (but, in the case of any future change, only to the extent that such change permits the Corporation to provide broader indemnification rights than the law permitted prior to such change), against all costs, charges, expenses, liabilities and losses (including, without limitation, attorneys' fees, judgments, fines, Employee Retirement Income Security Act of 1974 ("ERISA") excise taxes, or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director and shall inure to the benefit of his or her heirs, executors and administrators.

(B) The Corporation shall pay expenses actually incurred in connection with any proceeding in advance of its final disposition; provided, however, that if Florida law then requires, the payment of such expenses incurred in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified.

(C) If a claim under paragraph 8.2(B) of Section 8.2 hereof is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such

claim. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination that indemnification of the claimant is permissible in the circumstances because the claimant has met the applicable standard of conduct, if any, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met the standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the standard of conduct.

SECTION 8.3 Indemnification of Officers, Employees and Agents. The Corporation may provide indemnification to employees and agents of the Corporation to the fullest extent permissible under Florida law.

SECTION 8.4 Expenses as a Witness. To the extent that any director, officer, employee or agent of the Corporation is by reason of such position, or position with another entity at the request of the Corporation, a witness in any action, suit or proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her on his or her behalf in connection therewith.

SECTION 8.5 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Florida law.

SECTION 8.6 Indemnity Agreements. The Corporation may enter into agreements with any director, officer, employee or agent of the Corporation providing for indemnification to the fullest extent permissible under Florida law.

SECTION 8.7 Separability. Each and every paragraph, sentence, term and provision of this Article 8 is separate and distinct, so that if any paragraph, sentence, term or provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or unenforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Article 8 may be modified by a court of competent jurisdiction to preserve its validity and to provide the claimant with, subject to the limitations set forth in this Article 8 and any agreement between the Corporation and claimant, the broadest possible indemnification permitted under applicable law.

SECTION 8.8 Contract Right. Each of the rights conferred on directors of the Corporation by this Article 8 and on officers, employees or agents of the Corporation by this Article shall be a contract right and any repeal or amendment of the provisions of this Article shall not adversely affect any right hereunder of any person existing at the time of such repeal or amendment with respect to any act or omission occurring prior to the time of such repeal or amendment, and, further, shall not apply to any proceeding, irrespective of when the proceeding is initiated, arising from the service of such person prior to such repeal or amendment.

SECTION 8.9 Nonexclusivity. The rights conferred in this Article shall not be exclusive of any other rights that any person may have or hereafter acquire under any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

NINTH: Denial of Preemptive Rights. No holder of shares of any class of this Corporation shall, as such holder, have any preemptive rights in, or preemptive rights to purchase or

subscribe to, any shares of this Corporation, or any bonds, debentures or other securities or obligations convertible into or exchangeable with any shares of this Corporation, other than such rights of conversion or exchange and such rights under options or warrants or purchase or subscription arrangements, as shall be expressly granted by the Board of Directors or shareholders at such prices and upon such other terms and conditions as the Board of Directors, in its discretion, or the shareholders may fix or designate.

TENTH: Amendment to Articles. The Corporation reserves the right to amend, alter or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are subject to this reservation.

W. Todd Carlisle
W. Todd Carlisle, Incorporator

October 25, 2001
Date

Corporation Service Company is familiar with and accepts the obligations provided for in Section 607.0505 of the Florida Statutes.

Corporation Service Company
By: Deborah D. Skipper
Its: _____

10/31/01
Date
Deborah D. Skipper
Asst. Secretary

FILED
2001 OCT 31 PM 3:28
SECRETARY OF STATE
TALLAHASSEE FLORIDA