

Articles of Organization for SWEET & ROLL, LLC

The undersigned persons, acting as organizers of a limited liability company under the Alabama Limited Liability Company Act (the "Act"), hereby adopts the following articles of organization:

1. Name.

The name of this limited liability company is: Sweet & Roll, LLC.

2. Duration.

Sweet & Roll, LLC's period of duration shall be perpetual.

3. Purpose.

This limited liability company is organized to conduct all lawful purposes allowed under the Alabama Limited Liability Company Act to:

(a) Generally, to engage in any lawful business for which a corporation may be incorporated under this Act.

(b) To purchase, acquire, own, hold, improve, develop, operate, manage, sell, convey, assign, transfer, exchange, release, dispose of, mortgage, encumber, pledge, create security interests in, lease, hire, deal in, and loan or borrow money upon, alone or in conjunction with others, real and personal property, tangible and intangible, of every kind, character and description, or any interest therein.

(c) To apply for, purchase or acquire by assignment, transfer or otherwise, and hold, mortgage or otherwise pledge, and to sell, exchange, transfer, deal in and with any license, power, authority, concession, right or privilege which any corporation may make or grant.

(d) To manufacture, purchase or otherwise acquire, and to hold, own, mortgage, pledge, sell, assign and transfer, exchange or otherwise dispose of, and invest, trade and deal in and with goods, wares and merchandise and personal property of every class and description, wherever situated, whether or not the same

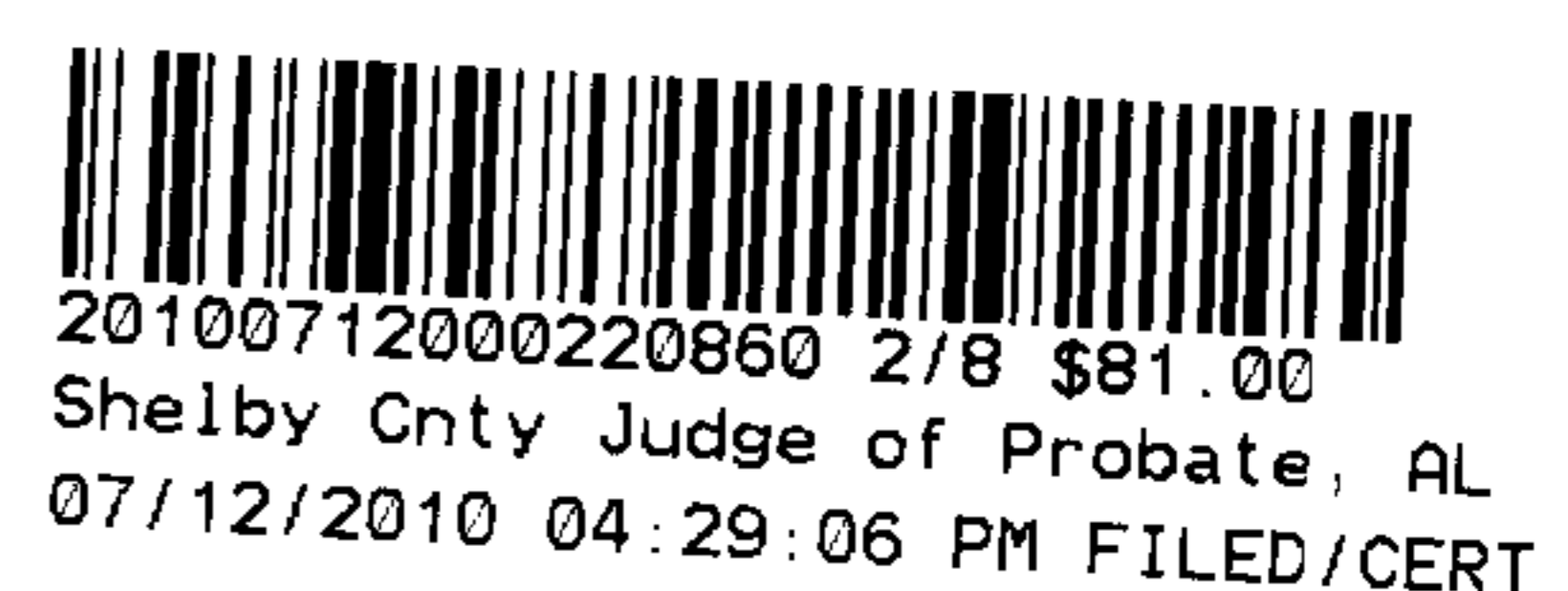
specifically pertain to the classes of business specified in this Article 3; and to own and operate mines, plants, factories, mills, warehouses, yards, merchandise stores, commissaries and all other installations or establishments of whatever character or description, together with the equipment, rolling stock and other facilities used or useful in connection with or incidental thereto.

* (e) To engage in the business of exploiting natural resources, to search, prospect and explore for useful or valuable substances, to acquire and extract such substances, to sell and dispose of such substances, and to refine such substances and manufacture and sell and dispose of products and by-products derived therefrom.

(f) To purchase or otherwise acquire, hold, use, sell, assign, lease, mortgage or in any manner dispose of, and to take, exchange and grant licenses, or other rights therein, in respect of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements, processes, formulae, methods, copyrights, trademarks and trade names, know how, and trade secrets, relating to or useful in connection with any business, objects or purposes of the Corporation.

* (g) To acquire, by purchase, subscription or otherwise, and to own, hold, sell and dispose of, exchange, deal in and with stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, mortgages and securities executed by any individual or by any corporation in Alabama or any other state or foreign countries, whether public or private, government or municipality or otherwise, and to issue and exchange for all such stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes mortgages or securities, the stocks, bonds, debentures or other evidences of indebtedness of this Corporation, and this Corporation shall have express power to hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of the shares of capital stocks, bonds, debentures, promissory notes, mortgages and securities so acquired by it, and, while the owner thereof, to exercise all the right, privileges and power of ownership, including the right to vote thereon, to the same extent as a natural person may do, subject to the limitations if any, on such rights now or hereafter provided by the laws of Alabama

(h) To endorse, lend its credit to, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or pledge or mortgage all or any part of



its properties to secure the payment of the principal and interest, or either, on any bonds, debentures, notes, scrip, coupons, or other obligations or evidences of indebtedness, or title, performance of any contract, lease, mortgage, or obligation, of any subsidiary, affiliated or related corporation or any other corporation or association, domestic or foreign, or of any person, firm, partnership or joint venture.

(i) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

(j) To acquire the good will, rights, assets, and properties, and to undertake the whole or any part of the 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 part of the property so acquire; 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.

(k) To borrow and lend money, without security, or upon the giving or receipt of such security as the Board of Directors of the Corporation may deem advisable by way of mortgage, pledge, transfer, assignment, or otherwise, of real and personal property of every nature and description, or by way of guaranty, or otherwise, and to enter in to revolving credit agreements or other loan agreements of any kind with banks or other financial or institutional investors.

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

(m) To issue bonds, debentures or other securities or obligations and to secure the same by mortgage, pledge, deed of trust, or otherwise.

(n) To act as agent, jobber, broker or attorney-in-fact in buying, selling, and dealing in real and personal property of every nature and description and leases respecting the same and estates and interests therein and mortgages and securities thereon, in making and obtaining loans, whether secured by such property or not,

and in supervising, managing and protecting such property and loans and all interests in and claims affecting the same.

(o) To purchase, take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of the Corporation's own shares of common or other stock, whether or not redeemable (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.

(p) To enter into any plan or project for the assistance and welfare of its employees, to lend money and use its credit to assist its employees, and to pay pensions and establish pension plans, pension trusts, profit-sharing plans, stock bonus plans, stock option plans, employee stock ownership plans and other incentive or welfare plans for any or all of the Corporation's directors, officers and employees.

(q) To enter into any lawful arrangements for sharing of profits, union of interest, reciprocal concession, or cooperation, as partner (general or limited), joint venturer, or otherwise, with any person, partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on, or any business or transaction deemed necessary, convenient or incidental to the carrying out of any of the purposes of this Corporation.

(r) To have one or more offices to carry on all the Corporation's operations and business without restriction or limit as to amount, in any of the states, districts, territories or possessions or colonies of colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, possession, colony or country.

(s) To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Alabama Business Corporation Act, as amended, and to have and exercise all powers necessary or convenient to effect the purposes of the Corporation.

(t) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of this Corporation, to the same extent as natural persons might or could do and in any

part of the world, as principle, factor, agent, contractor, or otherwise, either alone or in conjunction with any person, firm, association, partnership, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to have and exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that may now or hereafter be applicable or available to this Corporation.

The foregoing clauses, and each phrase thereof, shall be construed, in their broadest sense, as purpose and powers of the Corporation in addition to those powers specifically conferred upon the Corporation by law. Nothing herein contained, however, shall be construed as authorizing this Corporation to carry on the business of banking or that of a trust company, or the business of insurance.

4. Principal Place of Business.

The address of its principal place of business is 1100 Lee Branch Lane, Suite A, Birmingham, AL 35242.

5. Registered Agent & Office.

The name and address of its registered agent, whose "Consent to Appoint as Registered Agent" is included with these articles, is:

Name: Issac David
Address: 1100 Lee Branch Lane, Suite A
Birmingham, AL 35242

The address of its registered office is

1100 Lee Branch Lane, Suite A
Birmingham, AL 35242

6. Capitalization.

The capital contributions of the members have an agreed value of \$1,000.00, with each member contributing \$1,000.00.

7. Additional Capital Contribution of Members.

Additional capital contributions may be contributed only upon the unanimous vote of the members.

8. Admission of Additional Members.

Additional members are not permitted without the written consent of members then owning a majority of the outstanding interest in the Company.

9. Continuity.

The members of this limited liability company have the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or occurrence of any other event which terminates the continued membership of a member in this limited liability company. Continuation may occur only pursuant to the terms of the Alabama Limited Liability Company Act.

10. Return of Capital and Distribution of Profits.

The members' right to return of capital shall be determined from the company's books as of the effective date of an interim distribution, sale of property and/or termination of the company, provided generally accepted accounting practices permit a return without jeopardizing the company's financial solvency. Members agree to share income and surplus according to the percentage of their ownership in the company.

11. Withdrawal of a Member.

The withdrawal of a member from the company may occur only pursuant to the terms of the terms of the Alabama Limited Liability Company Act.

12. Management.

The business of the company shall be conducted under the exclusive management of its members who shall vote according to their proportionate capital interest in the company and shall have exclusive authority to act for the company in all matters. The names and addresses of the members of the company are:

Issac David
1100 Lee Branch Lane, Suite A
Birmingham, AL 35242

Galmor Nahum
1100 Lee Branch Lane, Suite A
Birmingham, AL 35242

13. Flexible Election.

This company elects to be a flexible limited liability company as provided and allowed by the Alabama Limited Liability Company Act, including the right to have less than two (2) members. Nothing in declaring this flexible election limits or reduces the personal liability protection of its officers, agents, managers or members.

14. Agency Power of Members.

Every member of this company has the express and specific agency power to bind the entity only when the member is acting pursuant to written resolution or memorandum of this entity.

15. Indemnification.

This company shall indemnify a member, manager or organizer, or any former member, manager or organizer made a party to a proceeding because that person/entity is or was a member, manager or organizer of the company against any liability incurred in the proceeding if that person/entity:

- (a) Conducted himself/herself/itself in good faith;
- (b) Reasonably believed that his/her/its conduct was in or at least not opposed to the company's best interests; and,
- (c) In the case of any criminal proceeding, he/she/it has no reasonable cause to believe his/her/its conduct was lawful.

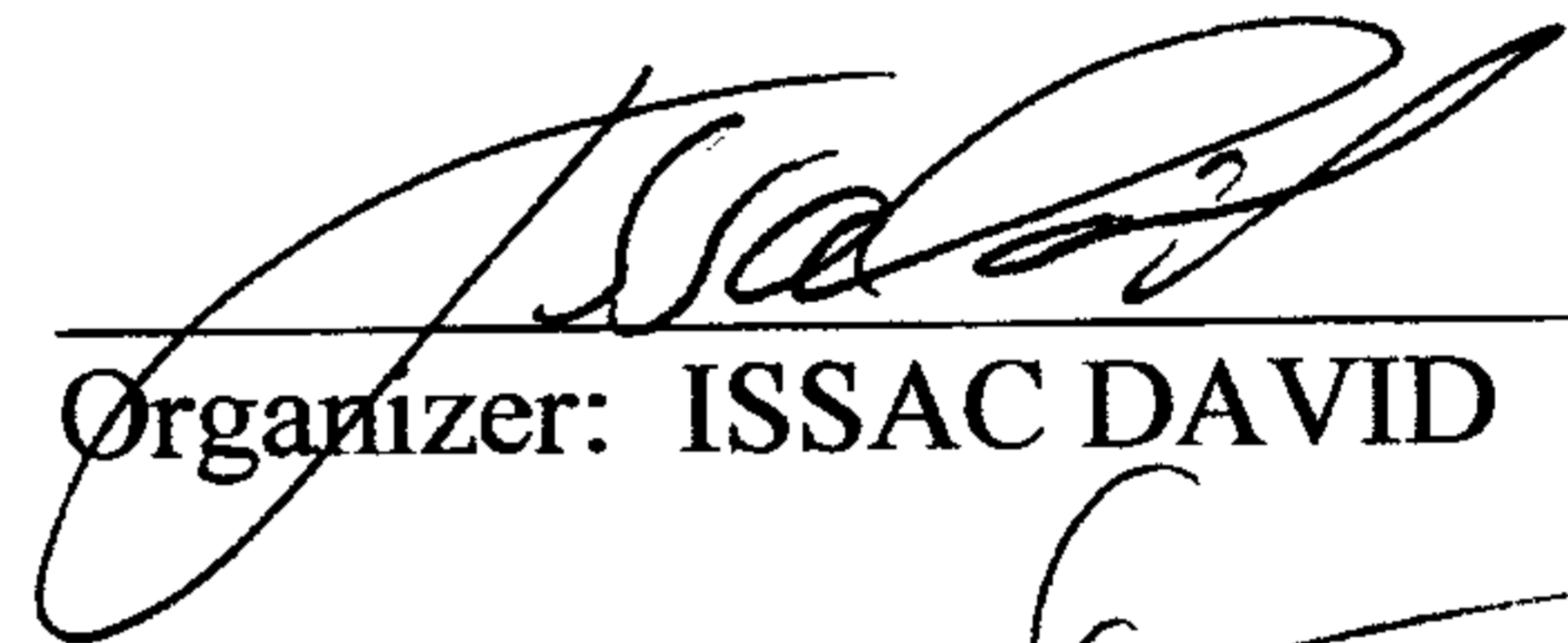
This company shall pay for or reimburse the reasonable expenses of the individual pursuant to the Alabama Limited liability Company Act.

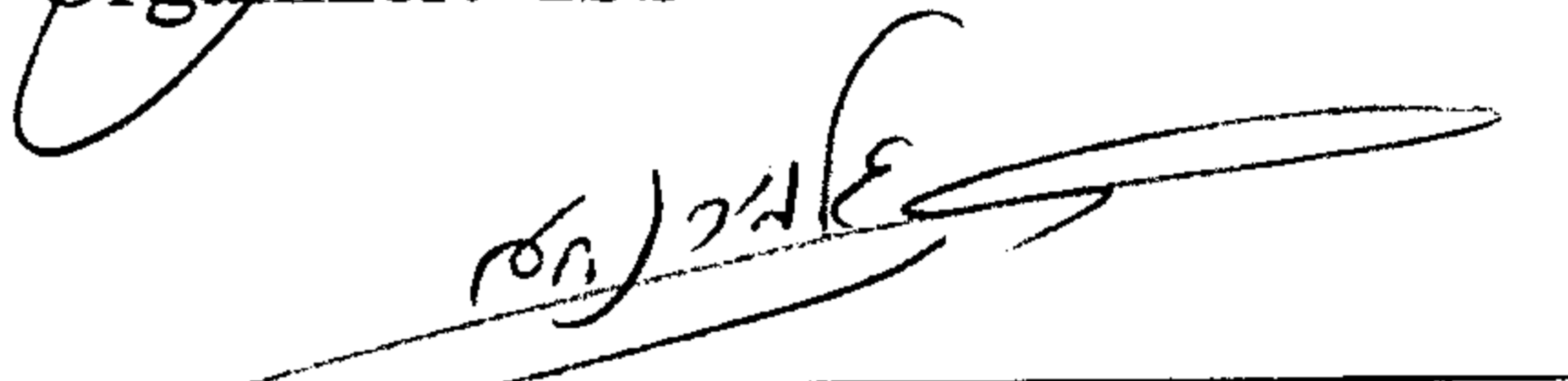
16. Sole Property.

It is the specified intent if the members and this LLC that each member's ownership interest is in the sole name of the member and is deemed to be that member's sole property and each member shall have sole management and control over that member's ownership interest. Management and control over the ownership interest includes the right to vote or sell such ownership interest. This provision is not intended to, and shall not affect the existence of, any interest that a spouse may have in such ownership interest.

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.


In witness thereof, the undersigned members executed these Articles of Organization on this 6th day of July, 2010.


Organizer: ISSAC DAVID


Organizer: GALMOR NAHUM

This document Prepared By:

Name: William E. Rutledge
Address: 3800 Colonnade Parkway, Suite 490, Birmingham, AL 35243


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