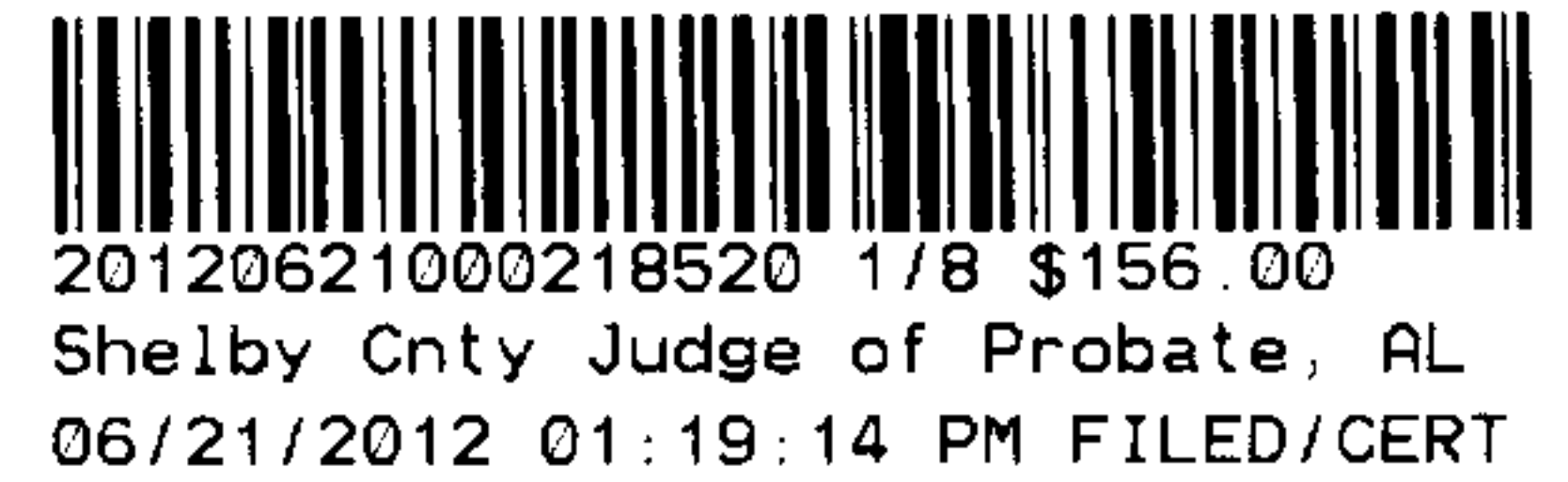


**ARTICLES OF ORGANIZATION
OF
NORTH STREET BAR, LLC**



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 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, Alabama, the existence of a limited liability company (hereinafter referred to as the "Company"), under the name set for the in Article 1 hereof, shall commence.

ARTICLE 1

NAME

- 1.1 The name of the Company shall be "North Street Bar, LLC"

ARTICLE 2

PERIOD OF DURATION

- 2.1 The duration of the Company shall be perpetual.

ARTICLE 3

PURPOSES, OBJECTS AND POWERS

- 3.1 The purposes, objects and powers of the Company are:

(a) 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 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, or 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 own and operate a restaurant and bar and to engage in all other activities related or incidental thereto.

(2) To have and to exercise any and all of the powers 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.

(3) 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.

(4) To purchase, lease or otherwise acquire any interest in the properties and rights of any person, firm, company or governmental unit; to pay for the same in cash, in membership interest, bonds, or other securities, evidence of indebtedness or property of this Company or of any other person, firm, company or governmental unit.

(5) 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.

(6) To purchase or otherwise acquire (including, without limitation, to purchase its own shares or membership interest 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 shares of its own membership interests, bonds, obligations or other securities.

(7) 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.

(8) 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 members and those of any subsidiary, in accordance with the Act.

(9) 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.

(10) To consolidate, merge or otherwise reorganize in any manner permitted by law; to engage in one or more partnerships and joint ventures as general or limited partner.

(11) To carry on its business anywhere in the United States and in foreign countries.

(12) To elect or appoint officers and agents 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 members, officers and employees.

(13) To make donations for the public welfare or for charitable, scientific, or educational purposes; to transact any lawful business which the Members 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 2143 Village Lane, Calera, Alabama 35040.

4.2 The initial registered agent at such address shall be Kenny Williamson.

ARTICLE 5

INITIAL MEMBER

5.1 The name and mailing address of the initial member of the Company (the "Initial Member") is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Kenny Williamson	2143 Village Lane Calera, Alabama 35040

ARTICLE 6

ADMISSION OF ADDITIONAL MEMBERS

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

Members, subject to the terms and conditions of these Articles of Organization and the Operating Agreement.

ARTICLE 7

MANAGEMENT

The business and affairs of the Company shall be managed by one manager of the company in accordance with the terms of the Operating Agreement of the Company, as amended from time to time. The name and address of the officer, who shall serve until his successor is elected and qualifies, is as follows:

PRESIDENT

ADDRESS

Kenny Williamson

2143 Village Lane
Calera, Alabama 35040

ARTICLE 8

INTERNAL AFFAIRS


8.1 The initial Operating Agreement of the Company shall be adopted by the Initial Member. The power to alter, amend, or repeal the Operating Agreement or adopt a new Operating Agreement shall be vested in the Member, 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 Member, not inconsistent with the Act or these Articles of Organization.

8.2 Any contract or other transaction which is fair and reasonable to the Company between the Company and a Member, or between the Company and any firm of which a Member is financially interested, or between the Company and any company or association of which a Member is a shareholder or member, or in which a Member is financially interested, shall be valid for all purposes.

8.3 A Member may engage or possess an interest, independently or with others, in any other business or ventures of every nature and description, including without limitation investing in businesses or ventures in competition with the Company, and the Company shall not have any rights in or to such ventures or the income or profits derived therefrom.

8.4 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 the Member at any time are granted subject to this reservation.

ARTICLE 9


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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 or entity (a "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, administrative or investigative, including appeals (other than an action by or in the right of the Company), whether informal or formal by reason of the fact that such Person is or was a Member, officer, employee or agent of the Company, or any affiliate of any of the foregoing or is or was serving at the request of the Company as a director, officer, partner, manager, employee, trustee or agent or 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 such Person in connection with such claim, action, suit or proceeding if such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interest of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe such Person's 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 such Person did not act in good faith and in a manner which such Person reasonably believed to be in, or not opposed to, the best interest of the Company, and with respect to any criminal action or proceeding, had reasonable case to believe that the 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 such Person is or was a Member, officer, employee, trustee or agent of the Company, or any affiliate of any of the foregoing, or is or was serving at the request of the Company as a director, officer, partner, manager, employee, trustee or agent of another company, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by such Person in connection with the defense or settlement of such action or suit if such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interest 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 such Person's 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.

9.2 To the extent that a Member, officer, employee or agent of the Company, or any affiliate of any of the foregoing has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1, or defense of any claim,


issue or matter therein, such Person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by such Person in connection therewith, notwithstanding that such Person 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 such Person has met the applicable standard of conduct set forth in Section 9.1. Such determination shall be made (i) by the Members by a majority vote of quorum consisting of Members who were not parties or, 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) if the Company has only one Member, by such Member.

9.4 Expenses (including attorney's fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be the Company in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in Section 9.3 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 such Person is not entitled to be indemnified by the Company as authorized in this Article 9.

9.5 The indemnification authorized by this Article 9 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 a Person's 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 member, officer, employee or agent and shall inure to the 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 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 any liability asserted against such Person and incurred by such Person in any such capacity or arising out of such Person's status as such, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Article 9.


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ARTICLE 10

ORGANIZER

The name and address of the organizer of the Company shall be:


NAME

ADDRESS

Kenny Williamson

2143 Village Lane
Calera, Alabama 35040

IN WITNESS WHEREOF, the undersigned, as the organizer of the Company, has executed these Articles of Organization as of this 5th day of June, 2012.

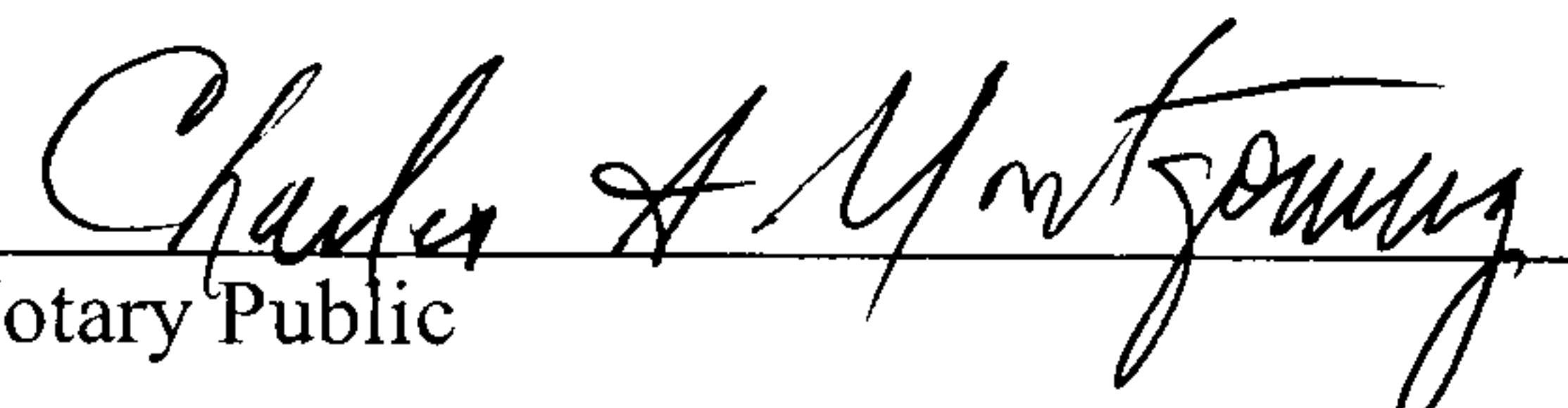

Kenny Williamson

STATE OF ALABAMA)

COUNTY OF TALLADEGA)


I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that **Kenny Williamson**, whose name is signed to the foregoing Articles of Organization and who is known to me, acknowledged before me on this day that, being informed of the contents of the Articles of Organization, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 5th day of June, 2012.


Notary Public

Prepared By:
Luke Montgomery for
Stringer, Montgomery & Montgomery
138 East Street, North
Talladega, Alabama 35160

CHARLES A. MONTGOMERY
NOTARY PUBLIC, STATE OF ALABAMA
QUALIFIED IN TALLADEGA COUNTY
COMMISSION EXPIRES 09/24/2013


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Beth Chapman
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616


STATE OF ALABAMA

I, Beth Chapman, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

North Street Bar, LLC

This domestic limited liability company is proposed to be formed in Alabama and is for the exclusive use of NORTH STREET BAR, LLC, 2143 VILLAGE LANE, CALERA, AL 35040 for a period of one hundred twenty days beginning June 14, 2012 and expiring October 13, 2012


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In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.



605-582

June 19, 2012
Date



Beth Chapman Secretary of State