

Inst # 2001-22783

ARTICLES OF ORGANIZATION
OF
NEW EXPERIENCES, LLC d/b/a BIG DADDY'S SPORTS CAFE

We, the undersigned, pursuant to the Alabama Limited Liability Company Act, hereby adopt the following Articles of Organization for a limited liability company:

ARTICLE I

NAME

The name of the limited liability company is NEW EXPERIENCES, LLC, (hereafter, referred the "Company").

ARTICLE II

DURATION

The Company is organized to exist in perpetuity.

ARTICLE III

PURPOSE

The Company is organized for the following purposes:

To engage in the business and/or operation of a restaurant and bar which includes the sale and serving of food and alcoholic beverages and to do all acts incident to such purpose.

To engage in the business of entertainment attendant to the customary and distinctive atmosphere reflective of a "sports bar" theme.

To do such other acts and take such other actions not in contravention of law as the members may from time to time deem appropriate.

To purchase, otherwise acquire, hold and sell for investment purposes real and personal property and make other real and personal (or mixed) property investments, of every character and nature and wherever situated, as the members shall determine.

To borrow money and issue notes and other evidences of indebtedness, and to secure the payment of performance of its obligations by mortgage, deeds of trust, pledge, or otherwise.

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To lend money with or without security, including but not limited to, the security of mortgages, deeds of trust, pledges, or other hypothecations of real and personal property.

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

To enter into and make, perform and carry out contracts of every kind and description made for lawful purposes, without limit as to amount, with any person, firm, association, limited liability company, or corporation, either public or private.

To have one or more offices and to carry on all or any of the objects and purposes herein enumerated, and to conduct the business of the Company in any of the states of the United States of America, the District of Columbia, the territories of the United States, and foreign countries.

To do business under fictitious or assume names; to act as agent or principal; to become a member of a limited liability company, joint venture, association, general or limited partnership, trust, or any other form of business organization, or a stockholder in a corporation by purchase, investment, affiliation or otherwise.

To carry on any other lawful business permitted by Alabama Law and to perform all acts in furtherance thereof.

ARTICLE IV REGISTERED OFFICE AND REGISTERED AGENT

The location and street address of the initial registered office of the Company shall be in **Shelby County, Alabama at 2754 Pelham Parkway, Suite No. 5, Pelham, Al. 35124** and the name of the initial registered agent(s) at such address shall be **Jeffrey P. Browning and/or Jerry Dewayne Wood.**

ARTICLE V INITIAL MEMBERS

The names and addresses of the initial members of the Company are as follows:

<u>Name</u>	<u>Address</u>
Jeffrey P. Browning	430 Howard Hill Road Wilsonville, Al. 35186
Jerry Dewayne Wood	6240 County Road 51 Wilsonville, Al 35186

ARTICLE VI
ADDITIONAL MEMBERS

Additional members may be admitted by the members as provided in the Operating Agreement.

ARTICLE VII
CONTINUATION

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Company, the remaining member may continue the business of the Company as provided in the Operating Agreement.

ARTICLE VIII
MANAGEMENT

The Company shall be managed by one or more managers. The name and address of the manager who shall serve until the first annual meeting of members or until his successors are elected and qualified are as follows:

<u>Name</u>	<u>Address</u>	<u>Phone</u>
Jeffrey P. Browning	430 Howard Hill Road Wilsonville, Al. 35186	(205) 706-5607

ARTICLE IX
INDEMNITY

Right to indemnity. Every person who was or is a party, or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason the fact that he or a person to whom he is the legal representative is or was a manager or member of the Company, or is or was serving at the request of the Company as a manager of another limited liability company, or as a director, officer or representative in a corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Alabama from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such managers, members or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any operating agreement or other agreement, vote of members, provision of law, or otherwise, as well as their rights

under this Article.

Expenses Advanced. Expenses of managers and members incurred in defending a civil or criminal action, suit or proceeding by reason of any act or omission of such managers or members acting as a manager or member shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of any undertaking by or on behalf of the manager or member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.

Operating Agreement: Insurance. Without limiting the application of the foregoing, the members may adopt a provision in the operating agreement from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Alabama, and may cause the Company to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a manager or member of the Company, or who is or was serving at the request of the Company as a member or manager of another limited liability company, or as its representatives in a corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Alabama, whether or not the Company would have the power to indemnify such person.

The indemnification and advancement of expenses provided in this Article shall continue for a person who has ceased to be a member, manager, employee or agent, and inures to the benefit of the heirs, executors and administrators of such a person.

ARTICLE X RETURN OF CONTRIBUTIONS

A member may only demand cash in return for his or its contribution to capital, but the Company may require a member to accept cash, property, promissory notes or any combination thereof in return for the member's contribution of capital.

IN WITNESS WHEREOF, the undersigned members have executed these Articles of Organization on this, the 4th day of June, 2001.

This instrument prepared by:

✓ Ron Marlow

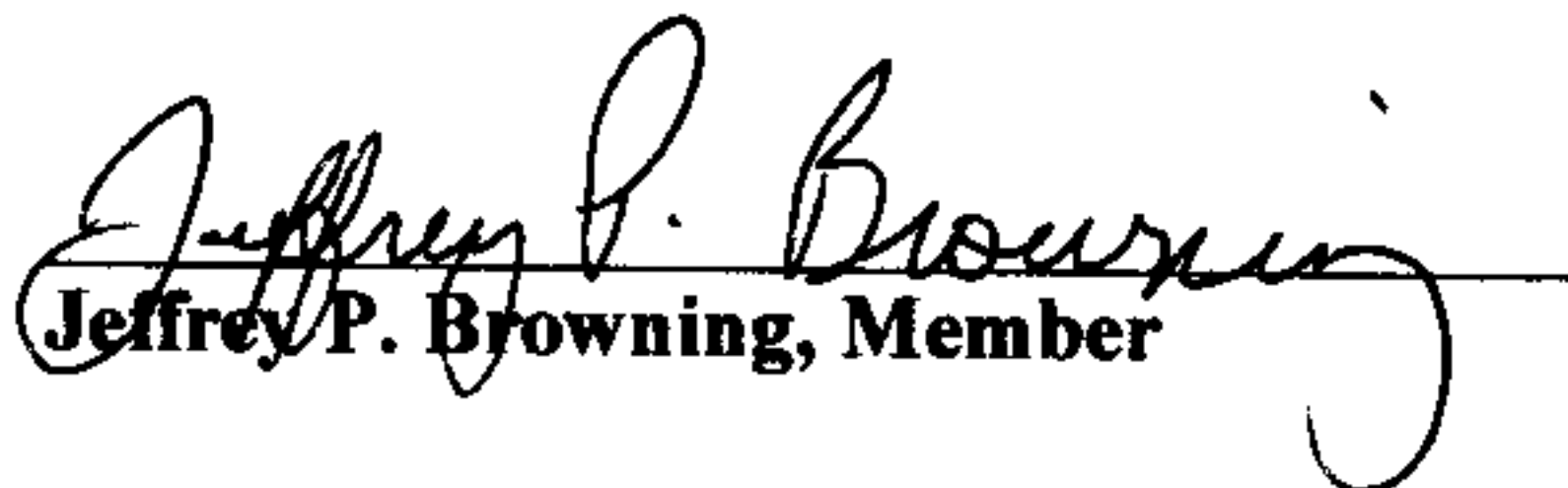
Attorney at Law

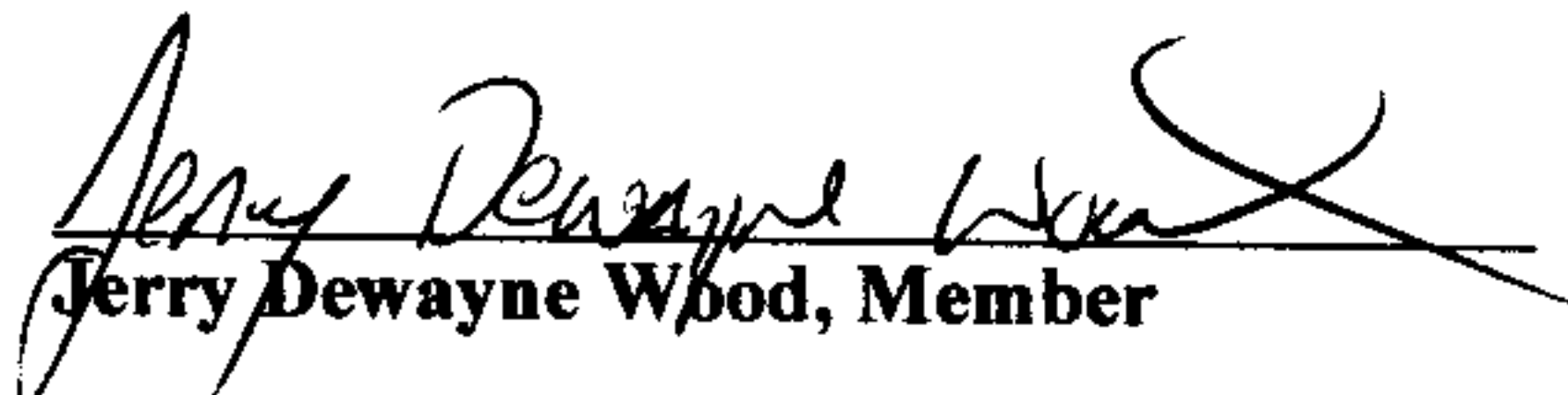
P.O. Box 1761

Pelham, Al. 35124

Phone (205) 620-4556

Facsimile (205) 620-6692


Jeffrey P. Browning, Member


Jerry Dewayne Wood, Member

OPERATING AGREEMENT

NEW EXPERIENCES, LLC

The undersigned, as signatories to this Agreement, do hereby enter into this Operating Agreement, at Pelham, Shelby County, Alabama, effective this the 4th day of June, 2001 under the name style of BIG DADDY'S SPORTS CAFÉ..

I.

Offices

1.1 Principle Office. The principle place of business of the LLC shall be located at **2754 Pelham Parkway, Pelham, Al. 35124**, The LLC shall have such other offices within or without the state of Alabama as the Members may designate or as the business of the LLC may from time to time require.

1.2 Registered Office. The Registered office of the LLC shall be identical with the principle place of business.

II.

Meetings

2.1 Monthly Meeting. The monthly meeting of the members shall be held at the office of the LLC on the third (3rd) Tuesday of each month, commencing with the current month. The monthly meeting shall be for the transaction of such business as may come before the meeting, including, if desired, the selection of management upon such terms and conditions as may be determined by a majority in interest of the members. If the day fixed for the monthly meeting shall be a legal holiday in the State of Alabama, such meeting shall then be held on the next succeeding business day.

2.2 Special Meeting. Special meetings of the members, for any purposes described in the meeting notice, may be called by management. Unless waived, written or printed notice stating the place, day, hour and purpose of the meeting shall be delivered to each member at least twenty-four (24) hours prior to the meeting.

III.

Duration of the LLC

The Company is organized to exist in perpetuity.

IV.
Capital Contributions

The undersigned members agree to share in all post-formation capital contributions, profits, losses, and surplus of the LLC according to the percentage of their ownership. Each member owns an undivided interest in the business and company as follows:

Jeffery P. Browning	80%
Jerry Dewayne Wood	20%

V.
Additional Capital Contributions

The members may contribute in proportionate amounts any additional capital deemed necessary for the operation of the LLC; provided, however, that in the event any member deems it advisable to refuse or fails to contribute his share of any or all of the additional capital, then the other members or any one of them may contribute the additional capital not paid in by such refusing member and shall receive therefor an increase in the proportionate share of the ownership interest in the entire company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member shall be available in the same order as the right to purchase in the case of withdrawal or death of a member, as set forth in Paragraphs XVI and XVII.

VI.
Purpose.

The parties have this day formed a limited liability company for the purposes set forth in the Articles of Organization of **NEW EXPERIENCES, LLC d/b/a BIG DADDY'S SPORTS CAFE**

VII.
Division of Profits and Losses

Each of the members shall own an interest in the LLC as set forth in Paragraph IV, entitled "Capital Contribution,": except as the same may hereafter vary or change as provided in Paragraph V, entitled "Additional Capital Contribution." All profits and losses of the LLC enterprise shall be shared by each of said members according to the percentage of interest each member owns. A separate capital account shall be maintained for each member. No member shall make any withdrawals from capital without prior approval of the LLC. If the capital account of the member becomes impaired, his share of subsequent LLC profits shall be first credited to his capital account until that account has been restored.

VIII.
Rights and Duties of the Parties

The members agree to mutually undertake the responsibilities for development and, in that regard, each shall have a contributory responsibility of time and effort to the LLC. LLC decisions and actions shall be decided by a majority in interest of the members, at regularly scheduled monthly meetings. For purposes of determining a "majority in interest", a member's interest will be his interest in profits and losses as set forth in Paragraph VII, and a majority will mean fifty-one percent (51%) or more.

IX.
Costs and Expenses

9.1 Salaries. Salaries of the members shall be fixed from time to time by the Members. No salaries or individual compensation shall be otherwise payable, without consent of the LLC, for the normal management, although the LLC may from time to time employ one or more managers or other representatives at a designated salary.

9.2 Accountant. An Accountant may be selected from time to time by the Members to perform such tax and accounting services as may, from time to time, be required. The accountant may be removed by the Members without assigning any cause.

9.3 Legal Counsel. One or more Attorney(s) at Law may be selected from time to time by the Members to review the legal affairs of the Company and to perform such other services as may be required and to report to the Members with respect thereto. The Legal Counsel may be removed by the Members without assigning any cause.

X.
Contracts by and on behalf of the LLC

The members may authorize any member or agent of the LLC, in addition to the Operating Manager, to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

XI.
Officers

11.1 Operating Manager. The Operating Manager shall be the chief executive officer of the Company responsible for the general overall supervision of the business and affairs of the Company. He shall, when present, preside at all meetings of the Members.

The Operating Manager may sign, on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments which have been appropriately authorized to be executed by the

Members, except in cases where the signing or execution thereof shall be expressly delegated by the Members or by this Operating agreement or by Statute to some other Officer or Agent of the company, and, in general, he shall perform all duties as may be prescribed by the Board from time to time.

The specific authority and responsibility of the Operating Manager shall also include the following:

The Operating Manager shall effectuate this Operating Agreement and the Regulations and decisions of the Members.

The Operating Manager shall direct and supervise the operations of the Company.

The Operating Manager, within such parameters as may be set by the Members, shall establish such charges for services and products of the Limited Liability Company as may be necessary to provide adequate income for the efficient operation of the Company.

The Operating Manager, within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.

The Operating manager shall keep the Members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

11.2 Other Officers. The LLC may, at the discretion of the Members, have additional Officers including, without limitation, one or more Vice-Operating Managers, one or more Secretaries and one or more Treasurers. Officers need not be selected from among the Members. One person may hold two or more offices, except one person may not hold both the office of Operating Manager and the office of Secretary. When the incumbent of an office is (as determined by the incumbent himself or by the Members) unable to perform the duties thereof, or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the Members.

11.3 Election and Tenure. The Officers of the LLC shall be elected annually by the Members. Each Officer shall hold office for one year from the date of his election until his successor shall have been elected, unless he shall sooner resign or be removed.

Any Officer may resign at any time by giving written notice to the Operating Manager or to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed at any time by the Members with or without cause.

A vacancy in any office may be filled for the unexpired portion of the term by the Members.

XII. Banking

All funds of the LLC shall be deposited in its name in such checking account or accounts as shall be designated by the members. All withdrawals therefrom are to be made upon checks which must be signed by the Operating Manager of the LLC.

XIII. Books

13.1 Books and Records. The LLC books shall be maintained at the offices of NEW EXPERIENCES, LLC at 2754 Pelham Parkway, Pelham, Al. 35124 and each member shall have access thereto. The fiscal year of the LLC shall begin on the first day of January of each year and end on the last day of December. The books shall be closed and balanced at the end of each fiscal year. An audit shall be made as of the closing date, if a request for such audit is made in writing by any member, and mailed or delivered to the other member. Each of the parties to this agreement hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the LLC to be entered properly and completely into said books. The LLC will furnish annual financial statements to the members and prepare tax returns in a timely manner, furnishing copies to all members at least three (3) days before they are filed by the LLC.

13.2 Right of Inspection. Any Member of record shall have the right to examine, at any reasonable time or times for all purposes, the books and records of account, minutes and records of Members and to make copies thereof. Such inspection may be made by any agent or attorney of the Member. Upon the written request of any Member of the company, it shall mail to such member its most recent financial statements, showing in reasonable detail its assets and liabilities and the results of its operations.

13.3 Financial Records. All financial records shall be maintained and reported based on generally acceptable accounting practices.

XIV. Insurance

During the course of the term for which this LLC is formed, the LLC shall carry liability insurance in such amounts as are deemed appropriate by the members and as required by operation Of law.

XV. Voluntary Termination

The LLC may be dissolved at any time by agreement of all the members, in which event the members shall proceed with reasonable promptness to liquidate the LLC. The assets of the LLC shall be divided and distributed in the following order:

1. To pay or provide for the payment of all LLC liabilities to creditors other than members, and liquidating expenses and obligations;
2. To pay debts owing to members other than for capital and profits;
3. To pay debts owing to members in respect to capital; and
4. To pay debts owing to members in respect to profits.

XVI.

Management Certificates and Their Transfer

16.1 Certificates. Management Certificates representing equity interest in the Company shall be in such form as shall be determined by the Members. Such Management Certificates shall be signed by the Operating Manager and by all other Members. All Management Certificates shall be consecutively numbered or otherwise identified. The name and address of the person to whom the Management Certificates are issued, with the Capital Contribution and the rate of issue, shall be entered in the Certificate Register of the Company. In case of a lost, destroyed or mutilated management Certificate, a new one may be issued upon such terms and indemnity to the Company as the Members may prescribe.

16.2 Certificate Register. Any and all changes in Members or their amount of capital contribution shall be formalized by filing notice of same with the Secretary of State by amendment of the Articles of Organization. The most recent filing of the Articles of Organization, as amended, shall be deemed the Register of Certificates.

16.3 Transfer of Interest. Any Member proposing a transfer or assignment of his Certificate shall first notify the Company, in writing, of all the details and consideration for the proposed transfer or assignment. The company, for the benefit of the remaining Members, shall have the first right to acquire the interest subject to an appraisal of said interest to be conducted by an appraiser mutually agreeable to both the member wishing to transfer and the other member.

If the company declines to elect such option, the remaining Member desiring to participate may purchase such interest under the same terms and conditions first proposed by the withdrawing Member.

If the transfer or assignment is made as originally proposed and the other Member fails to approve the transfer or assignment by written consent, the transferee or assignee shall have no right to participate in the management of the business and affairs of the Limited Liability Company or to become a Member. The transferee or assignee shall only be entitled to receive the share of the profit or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

XVII.
Death of a Member

In the event of the death of a member, then the deceased's heir or heirs shall be entitled to succeed to the share and interest of the deceased member. Such shares and interest shall be assessed to the extent of the monetary contribution by the deceased member and shall not extend and/or include the operation and/or day to management of the Company.

XVIII.
Violation of this Agreement

Any member who shall violate any of the terms, conditions, and provisions of this agreement shall keep and save harmless the LLC property and shall also indemnify the other Member from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any of the terms and conditions of this agreement.

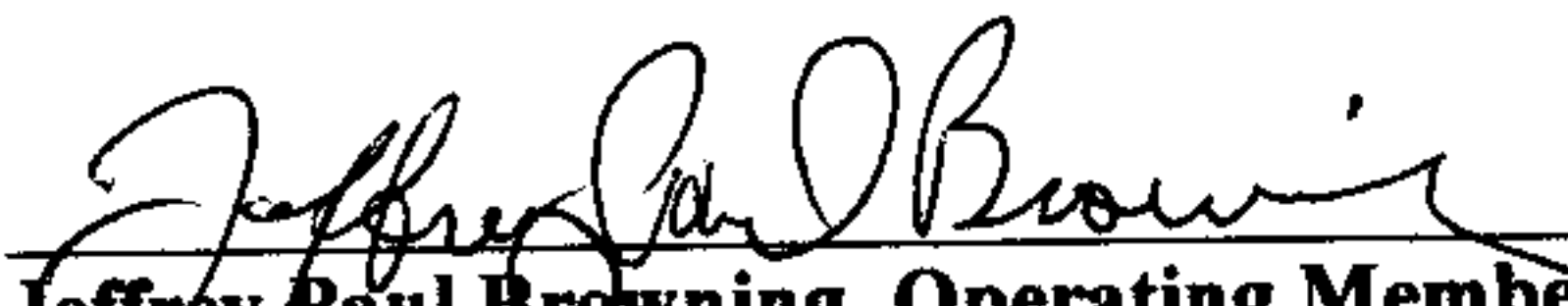
XIX.
Amendments

This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by both Members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

CERTIFICATION

THE UNDERSIGNED, being all of the Members of **NEW EXPERIENCES, LLC**, an Alabama Limited Liability Company, hereby evidence their adoption and ratification of the foregoing Operating Agreement.

EXECUTED by each Member on the Date indicated.

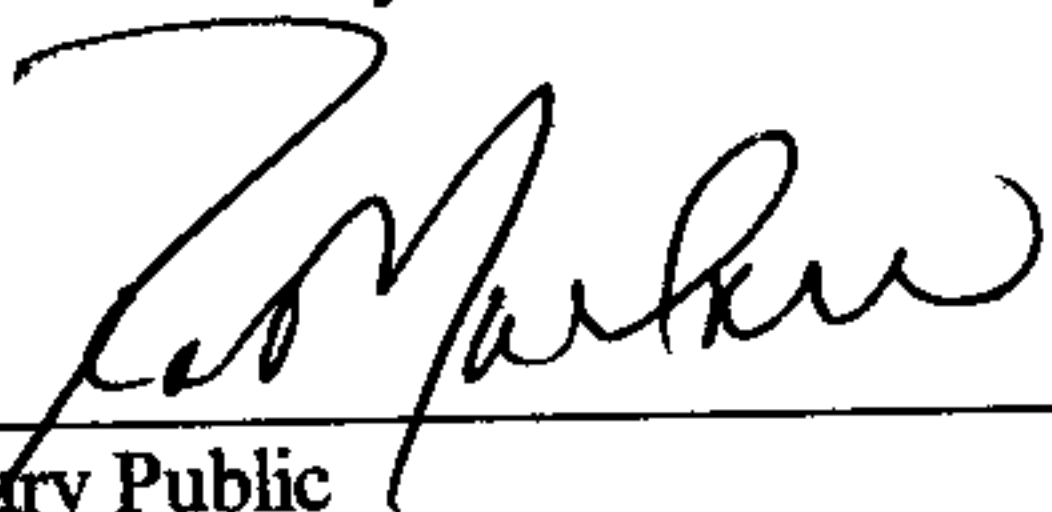

**Jeffrey Paul Browning, Operating Member
And Chief Executive Officer**


Jerry Dewayne Wood, Member

State of Alabama)
County of Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **Jeffrey P. Browning** whose name is signed to the foregoing Operating Agreement of New Experiences, L.L.C., and who is known to me, acknowledged before me on this day that, being informed of the contents of such Operating Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 4th day of 2001.



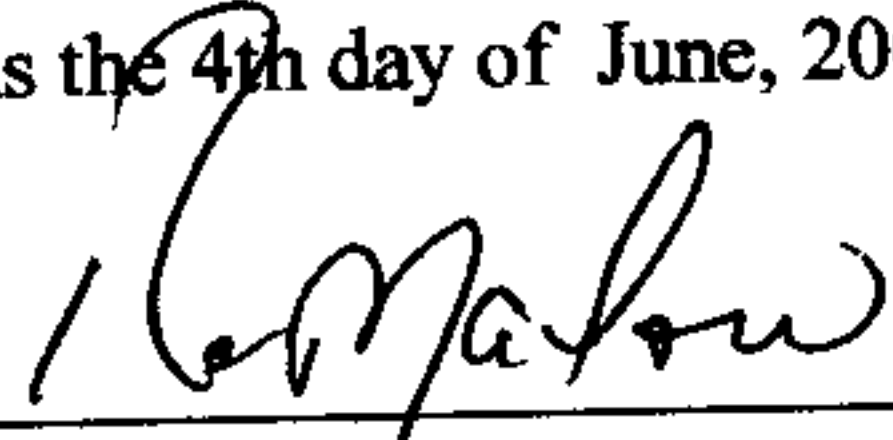
Notary Public

My Commission Expires: March 2003.

State of Alabama)
County of Shelby)

I, the undersigned, a notary public in and for said County in said State, hereby certify that **Jerry Dewayne Wood**, whose name is signed to the foregoing Operating Agreement of New Experiences, L.L.C. and who is known to me, acknowledged before me on this day that, being informed of the contents of such Operating Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 4th day of June, 2001.



Notary Public

My Commission Expires: March 2003.

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