

**ARTICLES OF ORGANIZATION
OF
TASTE BUD ORGANICS, L.L.C. d/b/a
T.B.O. DELI, JUICE BAR & CATERING**

Annette Bourgeois Strother and Kevin Edward Strother, each a resident of the State of Alabama (collectively the “Members”), hereby form a limited liability company (the “Company”) under the Alabama Limited Liability Company Act (the “Act”), Section 10-12-1, et seq., Code of Alabama (1994 Cumulative Supplement).

1. NAME OF COMPANY. The name of the Company is:

“TASTE BUD ORGANICS” d/b/a
“T.B.O. DELI, JUICE BAR & CATERING”

2. COMPANY OPERATING AGREEMENT. The affairs of the Company, the conduct of its business, and the relations of its Members, are regulated and established under the Operating Agreement dated contemporaneously with these Articles by and between the Members, as the same may be amended from time to time in accordance with its terms (the “Operating Agreement”). Capitalized terms used but not defined in these Articles are defined in the Operating Agreement.

3. PERIOD OF DURATION. The period of the Company’s duration shall be from the Filing Date until the fiftieth (50th) anniversary of the Filing Date, provided that the Company shall be dissolved, and its affairs shall be wound up, upon the occurrence of any of the following events:

- (a) The written consent of all Members to dissolve the Company;
- (b) The occurrence of any Withdrawal Event, unless a Majority of the remaining Members continue the legal existence and business of the Company pursuant to the Operating Agreement and Paragraph 8 of these Articles;
- (c) When the Company is not the successor in any merger or consolidation with one or more limited liability companies or other entities; and
- (d) The entry of a decree of judicial dissolution under Section 38 of the Act.

4. COMPANY PURPOSE. The Company has been organized for the purpose of operating a restaurant. The Company is also authorized to conduct such other business as may be allowed by law and approved by the Members.

5. INITIAL REGISTERED OFFICE. The location and mailing address of the initial registered office of the Company is 5511 Highway 280, Suite 116, Birmingham, Alabama 35242. The name of the Company's initial registered agent at such address is Annette Bourgeois Strother.

6. INITIAL MEMBERS. The names and mailing addresses of the initial Members of the Company are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Annette Bourgeois Strother	5421 Whisper Wood Circle Birmingham, Alabama 35226
Kevin Edward Strother	5421 Whisper Wood Circle Birmingham, Alabama 35226

7. ADDITIONAL AND SUBSTITUTE MEMBERS. Any new Members shall be admitted to the Company only in accordance with the terms set forth in the Operating Agreement. A party may become an additional Member only with the written approval of all of the Members. A party may become a substitute Member only with the written approval of a majority in interest of the Members, exclusive of the Member for whom such party is proposed to be substituted.

8. CONTINUATION OF BUSINESS. The continued membership of a Member in the Company may be terminated only in connection with (i) the occurrence of any Withdrawal Event or (ii) the sale of such Member's entire membership interest in the Company, and the substitution of his purchaser as a Member in his place and stead, pursuant to the written agreement of a majority in interest of the other Members. If there are at least two (2) remaining Members, the legal existence and business of the Company may be continued by the written consent of a Majority of the remaining members within ninety (90) days after the occurrence of any such event. If there is only one (1) remaining Member, the legal existence and business of the Company may be continued if a new Member is admitted within ninety (90) days after the occurrence of any such event.

9. MANAGEMENT OF THE COMPANY. Management of the Company is vested in its Members pursuant to the Act and the Operating Agreement.

10. ISSUANCE AND DISPOSITION OF MEMBERSHIP INTERESTS.

(a) Issuance of Membership Interests. The Company may from time to time issue Membership Interests pursuant to the Operating Agreement, and may receive

in payment thereof, in whole or in part, cash, services actually performed, real or personal property (tangible or intangible), or a promissory note or other binding obligation to pay cash, convey property or render services.

(b) Restrictions on Transfer of Membership Interests. Membership interests shall be transferable only upon such terms and conditions as set forth in the Operating Agreement.

(c) Rights and Options. Rights or options entitling the holders thereof to purchase Membership Interests from the Company shall be created and issued by the Company only as set forth in the Operating Agreement.

(d) Acquisition of Membership Interests. Any Person which shall acquire a Membership Interest in the Company shall acquire it subject to the provisions of these Articles of organization and the Operating Agreement. So far as not otherwise expressly provided by the laws of the State of Alabama, the Company shall be entitled to treat the Person in whose name any Membership Interest is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in said Membership Interest on the part of any other Person, whether or not the Company shall have notice thereof.

(e) Certificates of Interest. The Company may issue certificates from time to time to evidence the interests of the Members of the Company.

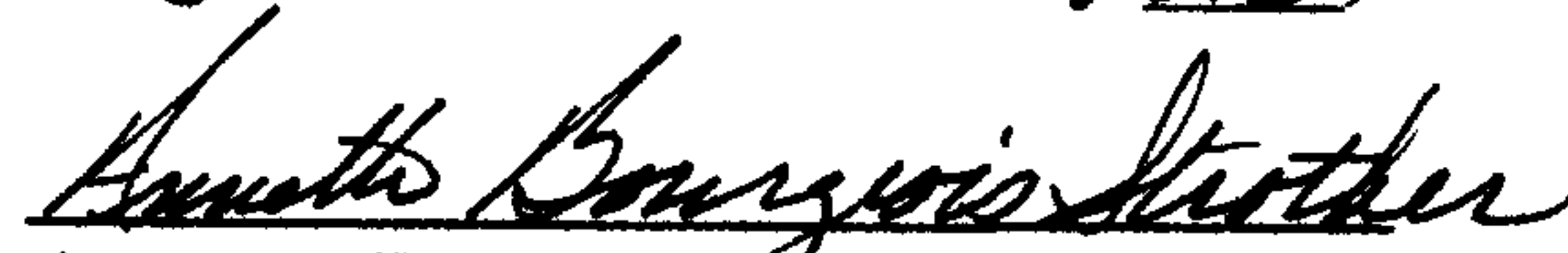
11. INDEMNIFICATION OF MEMBERS, EMPLOYEES AND AGENTS. The company may indemnify its Members, employees and agents to the maximum extend provided by law.

12. SUBSEQUENTLY ADOPTED LAWS. Any and every statute of the State of Alabama hereafter enacted whereby the rights, powers and privileges of the holders of membership interests of limited liability companies organized under the general laws of the State of Alabama are increased, diminished or in any way affected, or whereby effect is given to the action taken by any part but less than all of the holders of membership interests of any such limited liability company, shall apply to this Company and to every holder of membership interests thereof, to the same extent as if such statute had been in force a the date of the making and filing of these Articles of Organization.

13. AMENDMENT. The Company reserves the right to amend, alter, change or repeal any provision contained in these Articles of Organization in the manner now or hereafter provided by law, and all rights conferred upon holders of membership interests herein are granted subject to this reservation; provided,

however, that no such amendment, alteration, change or repeal shall be effective without approval of the Members, pursuant to the Operating Agreement.

IN WITNESS WHEREOF, the undersigned, acting as the initial Members of the Company, have executed these Articles of organization as of January 23, 2003.


Annette Bourgeois Strother


Kevin Edward Strother

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Annette Bourgeois Strother, whose name is signed to the foregoing Articles of Organization of Taste Bud Organics, L.L.C., d/b/a T.B.O. Deli, Juice Bar & Catering, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Articles of Organization, she executed the same voluntarily as of 23 January, 2003.

Given under my hand this the 23rd day of January, 2003.


Notary Public

My Commission Expires: 5/6/06

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kevin Edward Strother, whose name is signed to the foregoing Articles of Organization of Taste Bud Organics, L.L.C., d/b/a T.B.O. Deli, Juice Bar & Catering, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Articles of Organization, he executed the same voluntarily as of 23 January, 2003.

Given under my hand this the 23rd day of January, 2003.


Notary Public

My Commission Expires: 5/6/06