

**ARTICLES OF ORGANIZATION**  
  
**OF**  
  
**IPANEMA II GREYSTONE, LLC.**

The undersigned, acting as organizers of a limited liability company under the Alabama Limited Liability Company Act, do hereby adopt the following Articles of Organization for such limited liability company.

**ARTICLE ONE**  
**NAME**

The name of the limited liability company is **IPANEMA II GREYSTONE, LLC.**

**ARTICLE TWO**  
**DURATION**

The period of the limited liability company's duration is until expiration of the period fixed for duration of the Company from time to time, the unanimous written consent of all Members, or until the earlier dissolution of the company in accordance with the provisions of the company's Operating Agreement. In the event of the death or disassociation of any member, the surviving members shall have the right to continue the business of the company until its duration ends in accordance with this Article.

**ARTICLE THREE**  
**PURPOSE**

The limited liability company is organized for tanning and skin care services, and the transaction of any and all lawful business for which limited liability companies may be organized under this Act.

**ARTICLE FOUR**  
**PRINCIPAL PLACE OF BUSINESS**

The address of the limited liability company's principal place of business is **5604 Hwy. 280 East, Suite C-100; Birmingham, AL 35242 .**

**ARTICLE FIVE**  
**REGISTERED AGENT**

The address of the Registered Agent of the limited liability company is **5604 Hwy. 280 East, Suite C-100; Birmingham, AL 35242**, and the name of the Registered Agent at such address is **Denise Roper**.

**ARTICLE SIX**  
**INITIAL MEMBERS**

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

<b>Denise Roper</b>	5604 Hwy. 280 East, Suite C-100 Birmingham, AL 35242
<b>Bill Proctor</b>	5604 Hwy. 280 East, Suite C-100 Birmingham, AL 35242
<b>Karon Brooks</b>	5604 Hwy. 280 East, Suite C-100 Birmingham, AL 35242

**ARTICLE SEVEN**  
**INITIAL MANAGER**

The limited liability company is to be managed by a manager or managers. The number of initial managers, who shall serve as managers until the first annual meeting of the members of the company or until successors are duly elected, shall be one. The name and address of the person who is to serve as the initial manager is as follows:

**Denise Roper**  
**5604 Hwy. 280 East, Suite C-100**  
**Birmingham, AL 35242**

**ARTICLE EIGHT**  
**ADMISSION OF NEW MEMBERS**

New Members may be admitted in accordance with the terms of the Company's Operating Agreement. If the Company does not have an Operating Agreement that provides for the admission of additional Members, additional Members may be admitted with the written consent of all Members at such times and upon such terms and conditions as may be mutually agreed upon by the Members and the person desiring to become a Member.

## **ARTICLE NINE**

### **TRANSFER OF INTEREST**

Except as provided herein or in the Operating Agreement, a Member's interest in the Company is not subject to transfer. Any Member who desires to sell or otherwise transfer his share and interest in the Company shall obtain the consent of all other Members in writing prior to such transfer. When allowed, the transferee shall be entitled only to the transferring Member's proportionate share of the capital and profits of the Company but shall have no other rights, unless later elected by the Members to be a Member.

## **ARTICLE TEN**

### **MANAGER'S LIABILITY**

A manager of the limited liability company shall not be liable to the limited liability company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Article Ten does not eliminate or limit the liability of a manager to the extent the manager is found liable for (i) a breach of the manager's duty of loyalty to the limited liability company or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the limited liability company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or (iv) an act or omission for which the liability of a manager is expressly provided by an applicable statute. Any repeal or amendment of this Article Ten by the members of the limited liability company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the limited liability company existing at the time of such repeal or amendment.

## **ARTICLE ELEVEN**

### **ORGANIZER**

The name and mailing address of the Organizer is:

✓ Steve E. Martin, Esq.  
2700 Highway 280E, Suite 180  
Birmingham, Al. 35223

**IN WITNESS THEREOF**, Steve E. Martin, acting as Organizer of **IPANEMA GREYSTONE, LLC.**, has executed these Articles of Organization on this the **22nd** day of **January, 2003**, and he affirms that the facts herein are true under penalties of perjury prescribed by Code of Alabama, Section 13A-10-103 (1975) or its successor.

Organizer:

  
Steve E. Martin