

ARTICLES OF ORGANIZATION

OF

BottleWork, LLC

Under the Limited Liability Company Act
of the State of Alabama

This Instrument Prepared By:

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I N D E X
TO
ARTICLES OF ORGANIZATION
OF
BottleWork

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**ARTICLES OF ORGANIZATION
OF
BOTTLEWORK, LLC**

THESE ARTICLES OF ORGANIZATION of *BottleWork* are made and entered into on this the 17th day of June, 2007, by and among Joel Townley and Brian Authement (the "Members").

RECITALS

The members desire to enter into the business and they have considered the various forms of entities to use for that purpose and have decided unanimously that a limited liability company to be formed under the Limited Liability Company Act of the State of Alabama is the preferred entity.

THEREFORE, the undersigned do hereby adopt the following Articles of Organization:

ARTICLE I

NAME OF THE LIMITED LIABILITY COMPANY

The name of the limited liability company is *BottleWork* (the "Company").

ARTICLE II

PERIOD OF DURATION

The Company shall exist in perpetuity unless dissolved pursuant to the Alabama Limited Liability Company Act (the "Act") or these Articles of Organization.

ARTICLE III

PURPOSE; POWERS

The purpose for which this Company is formed is to provide businesses and individuals with high quality and affordable web and graphic design services. In furtherance of the purposes of the Company as set forth above, the Company shall have the power and authority to take all actions necessary, useful or appropriate in the Members' discretion to accomplish its purpose, including, but not limited to, the conduct of business and exercise of all powers authorized by §10-12-4 of the Act, as amended.

ARTICLE IV

INITIAL REGISTERED OFFICE; INITIAL REGISTERED AGENT

The location and mailing address of the initial registered office of the Company is 172 Hayesbury Ct., Pelham, AL 35124. The name of the initial registered agent at such address is Joel Townley.

ARTICLE V

INITIAL MEMBERS; PERCENTAGE OWNERSHIP

The names and mailing addresses of the initial Members of the Company and their respective percentage ownership interests in the Company are as follows:

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Joel Townley	172 Hayesbury Ct. Pelham, AL 35124	50%
Brian Authement	1013 Castlemaine Way Birmingham, AL 35226	50%

ARTICLE VI

ADDITIONAL MEMBERS

The Members by unanimous written consent shall have the right to admit additional Members.

ARTICLE VII

CONTINUATION OF THE BUSINESS

Upon the occurrence of an event of disassociation as defined in the Act, the Company shall be dissolved, unless both the following apply:

- (i) There are at least one (1) remaining Member; and
- (ii) The legal existence of the business of the Company is continued by the written consent of all of the remaining Members within one hundred and twenty (120) days after the occurrence of any event that causes dissolution.

ARTICLE VIII

GOVERNANCE

Any Member may upon ten (10) days advance notice given to the other Member(s) call a meeting of the Member. Such notice shall state the date, time, place and purpose of the meeting. Those Members holding a majority of interests shall constitute a quorum for the conduct of business. Members not present in person at such meeting may grant a written proxy to any other person entitling such person to vote such Member's interest at the meeting. Any Member may waive notice of the meeting. Action of the Members may be adopted by written consent without meeting. Unless otherwise provided in these Articles of Organization, the vote of Members owning more than 51 percent (%) of the interests of the Company shall be controlling.

ARTICLE IX
MANAGEMENT

Management of the Company shall be vested in the Members. Decisions to borrow money, mortgage Company property, purchase assets and other major decisions affecting the Company shall be by vote of the Members.

ARTICLE X
CAPITAL CONTRIBUTIONS AND ACCOUNTS

Each member shall make an initial capital contribution to the Company by the transfer of cash or equivalent:

Joel Townley \$100.00

Brian Authement \$100.00

Any additional capital contributions shall be made by the Members as determined by unanimous consent of the Members. Individual capital accounts shall be maintained for the Members in accordance with each Member's respective percentage interest as shown in Article V.

ARTICLE XI
DISTRIBUTIONS

Upon vote of the Members, the Company shall make distributions out of its available cash funds or other assets to the Members in accordance with their respective percentage interests, or as otherwise unanimously agreed, as shown in Article V in accordance with §10-12-29 of the Act.

ARTICLE XII
DISASSOCIATION; ASSIGNMENT

A Member shall have the right to disassociate voluntarily from the Company upon ninety (90) days written notice to the other Members. No Member shall have the right to assign all or any portion of his or her interest in the Company without the written consent of the other Members. If the other Members consent to the assignment of another Member's interest in the Company, then such other Member shall be free to assign his or her interest as set forth in the written consent. An assignee of a Member's interest only entitles such person to the financial rights of the assignor Member to the extent assigned. An assignee of an interest in the Company may become a Member only if the other Members unanimously consent in writing. A Member who assigns all his or her interest in the Company does not cease to be a Member until the assignee of such interest is substituted as a Member by unanimous written consent of the other Members. A person ceases to be a Member of the Company upon the occurrence of the events specified in Section 10-12-36.

ARTICLE XIII

TAX PROVISIONS

The following provisions are hereby adopted to govern certain tax matters affecting the Company:

(1) The Company shall be treated as a partnership for federal and state income tax purposes under Subchapter K of Chapter 1 of the Subtitle A of the Internal Revenue Code of 1986 (the "Code") and corresponding provisions of state law. These Articles of Organization shall be administered and interpreted so that the Company will lack the corporate characteristics of centralized management, continuity of life and free transferability of interests.

(2) The capital accounts required under Article X hereof shall be established, determined and maintained for each Member and assignee in accordance with §1.704-1(b)(2)(iv) of the Treasury Regulations.

(3) "Net Profits" or "Net Losses" for any fiscal year or other period shall be an amount equal to the sum of (a) the Company's taxable income or loss for such year or period as computed for federal income tax purposes and subject to Treas. Reg. §1.704-1(b)(2)(iv)(g), and (b) any income of the Company for such year or period exempt from federal income taxation and any gain on in-kind distributions to be taken into account under Treas. Reg. §1.704-1(b)(2)(iv)(e)(1), reduced by (c) any expenditures of the Company for such year or period not deductible in computing taxable income and not properly chargeable to the capital accounts and any losses on in-kind distributions to be taken into account under Treas. Reg. §1.704-1(b)(2)(iv)(e)(1). Without limitation, all items of income, gain, loss or deduction required to be stated separately pursuant to Code §703(a)(1) shall be included in taxable income or loss. Net Profits and Net Losses of the Company for any fiscal year or other period shall be allocated to the Members in accordance with their respective Company interests.

(4) If there is a net decrease in Company minimum gain for a Company taxable year, each Member shall be allocated items of Company income and gain for that year equal to that Member's share of the net decrease in Company minimum gain. This provision is intended to constitute a "minimum gain chargeback requirement" and it shall be interpreted and administered in accordance with Treas. Reg. §1.704-2(f).

(5) In accordance with §704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss, deduction with respect to any property contributed to the capital of the

Company shall, solely for tax purposes, be allocated among the Members so as to take account of the variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial fair market value. Any elections or other decisions relating to Code §704(c) allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of these Articles of Organization. Code §704(c) allocations pursuant to this section are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing any Member's capital account or share of Net Profits, Net Losses, or other items, or distributions pursuant to any provisions of these Articles of Organization.

(6) Upon liquidation of the Company (or any Member's interest in the Company), liquidating distributions shall in all cases be made in accordance with the positive capital account balances of the Members, as determined after taking into account all capital account adjustments for the Company taxable year during which such liquidation occurs, by the end of such taxable year or, if later, within ninety (90) days after the date of such liquidation, except as permitted by Treas. Reg. §1.704-1(b)(2)(ii)(b). In no event, however, shall any Member be required to restore a deficit in his or her capital account. Instead of restoring a deficit balance in his or her capital account, a Member who unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. §1.704-1(b)(2)(ii)(d)(4), (5) or (6) will be allocated items of income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain for such year) in a manner sufficient to eliminate the deficit capital account balance as quickly as possible. It is intended hereby that this constitutes a "qualified income offset" as

described in Treas. Reg. §1.704-1(b)(2)(ii)(d)(3) and the same shall be interpreted and administered in accordance with Treas. Reg. §1.704-1(b)(2)(d).

(7) **Joel Townley** is hereby designated the tax matters Member.

ARTICLE XIV

LIQUIDATION

Upon dissolution of the Company, its affairs shall be wound up and its assets distributed in accordance with the Act, as amended, except that the distribution to each Member shall be subject to the provisions of Article XIII(6) above.

ARTICLE XV

OPERATING AGREEMENT

Members of the Company may enter into an operating agreement to regulate or establish the affairs of the Company, the conduct of its business, and the relations of its Members. Such operating agreement may contain any provisions regarding the affairs of the Company, the conduct of its business and the relation of its Members that are not inconsistent with laws of the State of Alabama or these Articles of Organization.

ARTICLE XVI

MISCELLANEOUS

(1) The Company shall keep at its registered office the records required by §10-12-16 of the Act and such records shall be subject to inspection and copying at the reasonable request of a Member.

(2) As soon as practicable, after the end of each fiscal year, each Member shall be furnished with a copy of the income statement and balance sheet of the Company as of the last

day of such fiscal year. The obligation hereunder may be satisfied by furnishing each Member a copy of the income tax return of the Company.

(3) The fiscal year of the Company shall be the calendar year.

(4) All funds of the Company shall be initially deposited in a separate account or accounts maintained at one or more financial institutions. Such funds are subject to investment and reinvestment pending disbursement for Company purposes as provided in the Act. Each Member may have signatory authority over the accounts maintained at any financial institution.

(5) The tax matters Member shall be responsible for filing on behalf of the Company with the Internal Revenue Service the required annual income tax return and filing with the appropriate state tax authorities the required state income tax returns.

(6) The laws of the State of Alabama shall govern the business of the Company and the relation of its Members.

(7) No Member shall have the right to maintain any action for partition with respect to any of the assets of the Company.

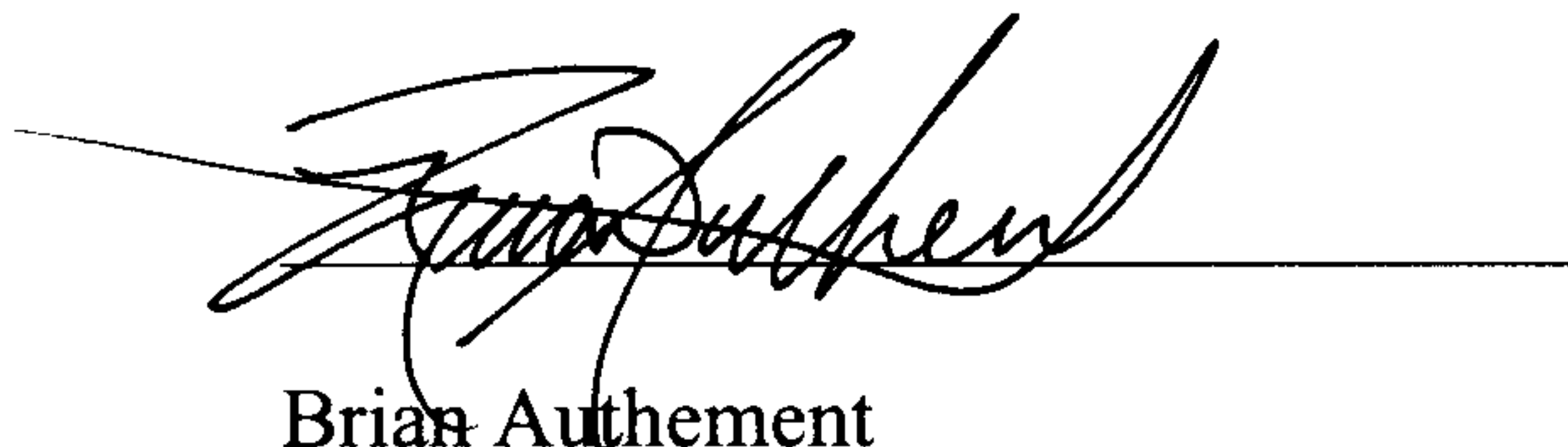
(8) Except as may be modified by an operating agreement, the Articles of Organization set forth herein constitute the entire understanding and agreement among the Members with respect to the subject matter hereof, and there are no other agreements, understandings, restrictions, representations or warranties among the Members other than those set forth herein or provided for by these Articles of Organization.

IN WITNESS WHEREOF, the undersigned members executed these Articles of Organization

this the 17th day of June, 2007.



Joel Townley



Brian Authement

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