


STATE OF ALABAMA)
COUNTY OF SHELBY)


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ARTICLES OF ORGANIZATION

OF

LOS ARCOS, L.L.C.

Pursuant to the provisions of Ala. Code, Section 10-12-1 et seq. (this Act as amended from time to time is referred to herein as the "Act"), the undersigned hereby adopt the following Limited Liability Company Articles of Organization:

ARTICLE I

NAME

The name of the Limited Liability Company shall be Los Arcos, Limited Liability Company.

ARTICLE II

PERIOD OF DURATION

The period of duration of the Limited Liability Company is thirty (30) years from the date of the filing of these Articles of Organization.

ARTICLE III

OBJECT AND PURPOSES

The objects and purposes for which the Limited Liability Company is formed are:

(a) To carry on a general business in the various fields of merchandise sales, restaurant and food services. Including the sale of general goods, beverages and every other activity authorized a company by the Code of Alabama.

(b) To do everything necessary and proper for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers



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herein set forth, either alone or in association with any other Limited Liability Company, firms, or individuals, and to do every act or acts thing or things, incidental to or growing out of or in connection with the aforesaid business or powers, or any part or parts thereof; provided, the same is not inconsistent with the laws under which this company is organized.

(c) To borrow money, and to make and issue notes, bonds, debentures, obligations and evidences of indebtedness of all kinds, whether secured by mortgage pledge or otherwise, without limit as to amount, and to secure the same by mortgage, pledge or otherwise, and generally to make and perform agreements and contracts of every kind and description.

(d) To the same extent as natural persons might or could do, to purchase or otherwise acquire, and to hold, own, maintain, work, develop, sell, lease, exchange, hire, convey mortgage, or otherwise dispose of, and deal in lands and leaseholds, and any interest, estate and rights in real property and any personal or mixed property, and any franchises rights licenses or privileges necessary, convenient or appropriate for any of the purposes herein expressed.

(e) To improve, manage, develop, sell assign, transfer, lease, mortgage, pledge or otherwise, dispose of, or turn to account or deal with, all or any part of the property of the company, and from time to time to vary any investment or employment of capital of the company.

(f) To enter into, make and perform contracts of every kind

for any lawful purpose without limit as to amount, with any person, firm, association, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

(g) To purchase, acquire, hold, improve, sell, convey, assign, release, mortgage, encumber, lease, hire and deal in any real and personal property of every name and nature, including stocks and securities for the payment of all sums due the company, and to sell, assign and release such securities.

(h) To protect the products of the company by trademarks, trade-names or any distinguishing names or titles, and to acquire and take over, lease, grant leases on, to receive and grant licenses and other privileges on and in connection with, any trademarks, patents or patent rights, processes, formulas advertising matter, packaging methods and packages, and any and all other apparatus, rights, methods, names, selling devices and advertising matter which may from time to time be useful or convenient in promoting and protecting the preparation, advertising and sale of any and all goods and merchandise which may be any time be purchased, manufactured, handled or sold by the company.

(i) To manufacture, buy, sell deal in, and to engage in conduct and carry on the business of manufacturing, buying, selling and dealing in goods, wares and merchandise of every class and description.

(j) The business or purpose of the company is from time to time to do any one or more of the acts and things hereinabove

set forth, and it shall have power to conduct and carry on its business, or any part thereof, and to have one or more offices, and to exercise all or any of its company powers and rights in the State of Alabama, and in the various other states, territories, colonies and dependencies of the United States, in the District of Columbia and in all or any foreign countries.

(k) To carry on any other business in connection with the foregoing.

(l) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of the company, the same extent as a natural person might or could do and in any part of the world, as principal, factor, agent, contractor or otherwise either alone or in conjunction with any person, firm, association, company or any entity of whatsoever kind, and to do any and all such acts and things and or exercise any and all such powers to the full extent authorized or permitted to a company under any laws that may be now or hereafter applicable or available to the corporation.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of the company, as well as powers, and provisions for the regulation of the business and the conduct of the affairs of the company, all in addition to those powers specifically conferred upon the company by law, and it is hereby expressly provided that the forgoing specific enumeration of objects and purposes shall not be held to limit or restrict in any manner the powers of

the company otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this company to carry on the business of banking or that of a trust company, or the business of insurance in any of its branches.

ARTICLE IV

LOCATION OF INITIAL REGISTERED OFFICE AND INITIAL REGISTERED AGENT

The location and mailing address of the initial registered office of the company in the state of Alabama shall be, and the company's initial registered agent at such address shall be: 103 Buck Creek Plaza, Alabaster, Alabama 35007, and the name of its registered agent at such address is: Yeimi Espinoza.

ARTICLE V

INITIAL MEMBERS

The names and address of the initial Member is:

<u>Name</u>	<u>Ownership</u>	<u>Address</u>
Yeimi Espinoza	100%	103 Buck Creek Plaza Alabaster, Alabama 35007

ARTICLE VI

ADDITIONAL MEMBERS

Any Member acquiring an interest directly from the Limited Liability Company must obtain the written consent of all Members, unless the Operating Agreement provides for specific provisions for admission of additional Members. An assignee of an interest of the Limited Liability Company may become a Member only if the other Members unanimously consent, unless otherwise provided in the Operating Agreement, and such consent must be in

compliance with Section 10-12-33A(1) of the Act unless otherwise provided in the Operating Agreement.

ARTICLE VII

CONTINUATION AFTER AN EVENT OF DISSOCIATION

The Limited Liability Company shall dissolve upon the death, retirement, expulsion, bankruptcy or dissolution of any of the Members of the Limited Liability Company unless there are at least two remaining members and the business of the Limited Liability Company is continued within ninety (90) days after the occurrence of the event of dissolution, by the written consent of all remaining Members.

ARTICLE VIII

MANAGER

The Limited Liability Company will be managed by a manager. The name and address of the manager who will serve until the first annual meeting of Members or until a successor manager is elected and qualified is as follows:

<u>Name</u>	<u>Address</u>
Yeimi Espinoza	103 Buck Creek Plaza Alabaster, Alabama 35007

IN WITNESS WHEREOF, the undersigned Incorporator has executed these articles of Incorporation on this 30 day of August, 2007.

Marc A. Goye
Witness

Yeimi Espinoza
Yeimi Espinoza