

# ARTICLES OF ORGANIZATION OF PSP Restaurant Group, LLC

We, the undersigned persons of the age of eighteen years or more, do hereby adopt the following Articles of Organization for the purpose of forming an Alabama Limited Liability Company:

## Article I – Name

The Name of the limited liability company is to be **PSP Restaurant Group, LLC** (the “Company”).

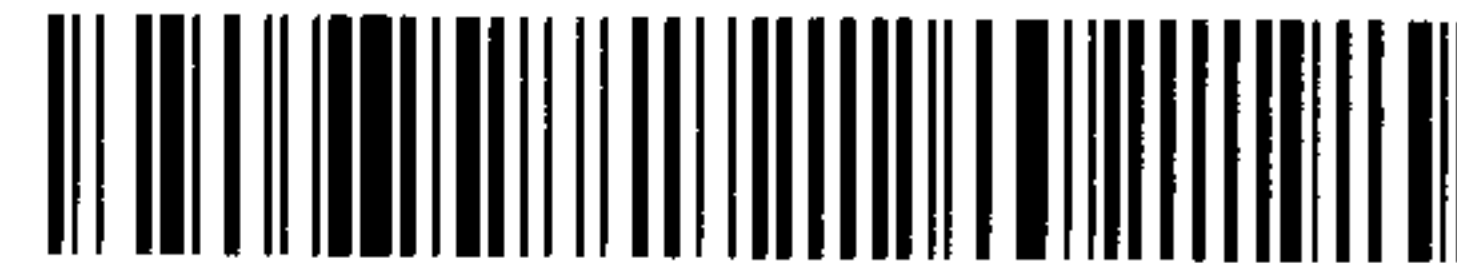
## Article II – Duration

The Company's existence shall be perpetual.

## Article III – Business Purposes

This Company is organized for the following purposes:

- (A) to develop and operate a wholesale and/or retail business entity, for, but not limited to, the restaurant, food service, restaurant equipment and/or the apparel products industries;
- (B) to operate one or more retail outlets that sell and distribute retail products or branded merchandise that may or may not be associated with the entertainment and intellectual properties for, but not limited to, the restaurant, food service, restaurant equipment and/or the apparel products industries;
- (C) to operate or distribute from a internet-based entity that allows the sell and distribution of retail products and/or branded merchandise that may or may not be associated with, but not limited to, the restaurant, food service, restaurant equipment and/or the apparel products industries;
- (D) to purchase, otherwise acquire, hold and sell for investment and/or development purposes real and personal (or mixed) property investments, of every character and nature and wherever situated, as the members shall determine;
- (E) to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act or activity concerning any and all lawful business for which a Limited Liability Company may be organized under the Alabama Limited Liability Company Act and any amendments thereto;
- (F) 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;
- (G) to have one or more locations 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;

- (H) to do business under fictitious or assumed 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.

#### **Article IV - Registered Agent**

The location and street address of the initial registered office of the Company shall be 6548 Quail Run Drive, Pelham, AL, 35124, and the name of the initial registered agent at such address shall be Michael Sims.

#### **Article V – Members**

The names and street addresses of Members who shall constitute the initial Members of the Company are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Michael Sims	6548 Quail Run Drive Pelham, AL, 35124
Sharon A. Sims	6548 Quail Run Drive Pelham, AL, 35124

#### **Article VI – Additional Members**

Additional members may be admitted by the member as provided in the Operating Agreement, if any, or as otherwise allowed by applicable law.

#### **Article VII - Effect of Cessation of Membership**

The cessation of membership of one or more members will not result in the dissolution of the Company except as provided in the Company's Operating Agreement or Joint Venture Agreement, if any, and/or as required by applicable law.

#### **Article VIII - Management**

The Company shall be managed by one or more managers, and it shall be managed pursuant to the terms of the Operating Agreement, or any amendments thereto. The names and addresses of the initial managers who shall serve until the first annual meeting of members or until successors are elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Michael Sims	6548 Quail Run Drive Pelham, AL, 35124
Sharon A. Sims	6548 Quail Run Drive Pelham, AL, 35124

## **Article IX – Records**

The Company shall keep at its principal place of business all records required to be maintained by the Company pursuant to Section 48-2b-119 of the Alabama Code Annotated, which records include, but are not limited to the following:

### **IX.1**

A current list, in alphabetical order, of the names and current business street address of each Member.

### **IX.2**

A copy of the stamped Articles of Organization and all certificates of amendment thereto.

### **IX.3**

Copies of all tax returns and financial statements of the Company for the past 3 years.

## **Article X – Contributions**

No Member shall be obligated to make any contribution to the Company except those specifically set forth in the Operating Agreement adopted by the Members of the Company.

## **Article XI – Dissolution**

This Company shall be dissolved with the written consent of all its Members.

## **Article XII - Annual Report**

The Company shall file all annual reports required by Alabama Law during the month of its anniversary date of formation as required by Section 48-2b-120, Alabama Code Annotated.

## **Article XIII – Amendments**

The Articles of Organization shall be amended from time to time as required by Section 48-2b-121, Alabama Code Annotated.

## **Article XIV - Operating Agreement**

An operating agreement is not required to be filed with the Division of Corporations & Commercial Code.

## **Article XV – Arbitration**

Any controversy or claim arising out of or relating to these Articles, or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator(s) shall be final and binding upon the parties, subject to right pursuant to the Alabama Arbitration Act as set out in the Alabama Code, sections 78-31a-1 through 78-31a-.

## **Article XVI – Indemnity**

(A) 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 of 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.

(B) 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.

(C) Operating Agreement; Insurance. Without limiting the application of the foregoing, the members may adopt a provision in the operating agreement, if any, 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 representative 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.

#### **Article XVII – Return of Contributions**

A member may only demand cash in return for his, her 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.

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**Article XVIII – Effective Date & Signatures**

The effective date of this Articles of Organization shall be its date of filing with the Judge of Probate of Shelby County, Alabama. **IN WITNESS WHEREOF**, the undersigned members have executed these Articles of Organization.

**For PSP Restaurant Group, LLC:**

By: \_\_\_\_\_

Michael Sims  
Its: Member

By: \_\_\_\_\_

Sharon A. Sims  
Its: Member