

**ARTICLES OF ORGANIZATION
OF
Mississhippie, LLC**

The undersigned, pursuant to the Alabama Limited Liability Company Act, hereby adopts the following Articles of Organization for a limited liability company:

Article I – Name

The Name of the limited liability company is to be **Mississhippie, 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 operate one or more retail outlets that sell and distribute retail products or branded merchandise including, but not limited to, the restaurant, food service, restaurant equipment and/or the apparel products industries;
- (B) 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;
- (C) 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;
- (D) 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.
- (E) to develop and operate a wholesale and/or retail business entity for, but are not limited to, the restaurant, food service, restaurant equipment and/or the apparel products industries;
- (F) to purchase, otherwise acquire, hold and sell for investment purposes real and personal property and make other real and personal (or mixed) property investments, of every character and nature and wherever situated, as the members shall determine;
- (G) to carry on any other lawful business permitted by Alabama law and to perform all acts in furtherance thereof.

Article IV - Registered Agent

The location and street address of the initial registered office of the Company shall be 721 Whippoorwill Drive, Hoover, AL, 35244, and the name of the initial registered agent at such address shall be Monica Michael Mitchell.

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>
Monica M. Mitchell	721 Whippoorwill Drive Hoover, AL, 35244

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>
Monica M. Mitchell	721 Whippoorwill Drive Hoover, AL, 35244

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.

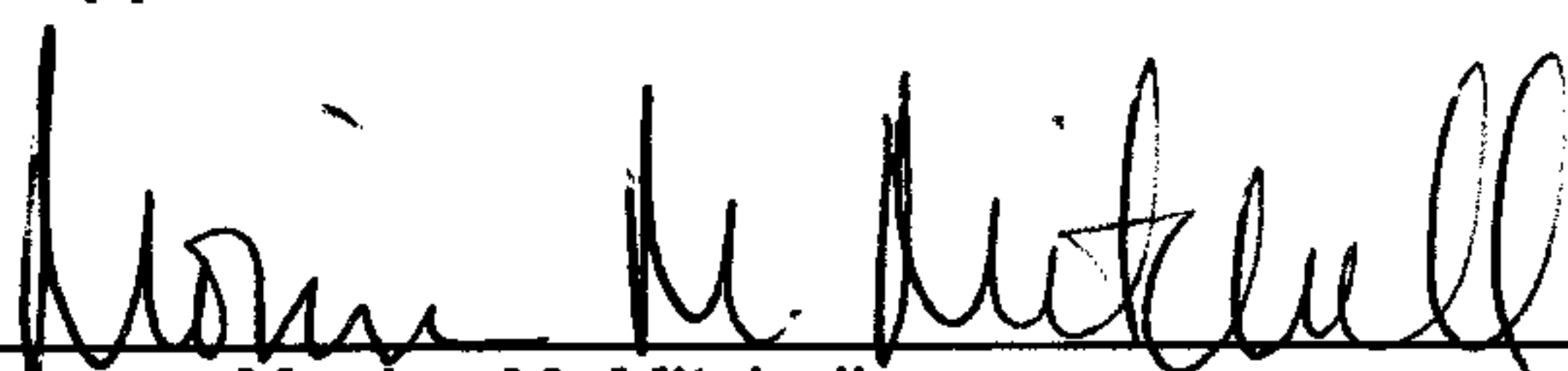
Article XVII – Return of Contributions

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.

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 Mississhippie, LLC:

By: 
Monica M. Mitchell
Its: Member

This instrument was prepared by:
Alton C. Shields
Infinity, L.L.C. d/b/a Infinity Biz & Realty Solutions
200 Peachtree Street NE, Suite 206
Atlanta, GA 30303
404.810.1738
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Beth Chapman
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

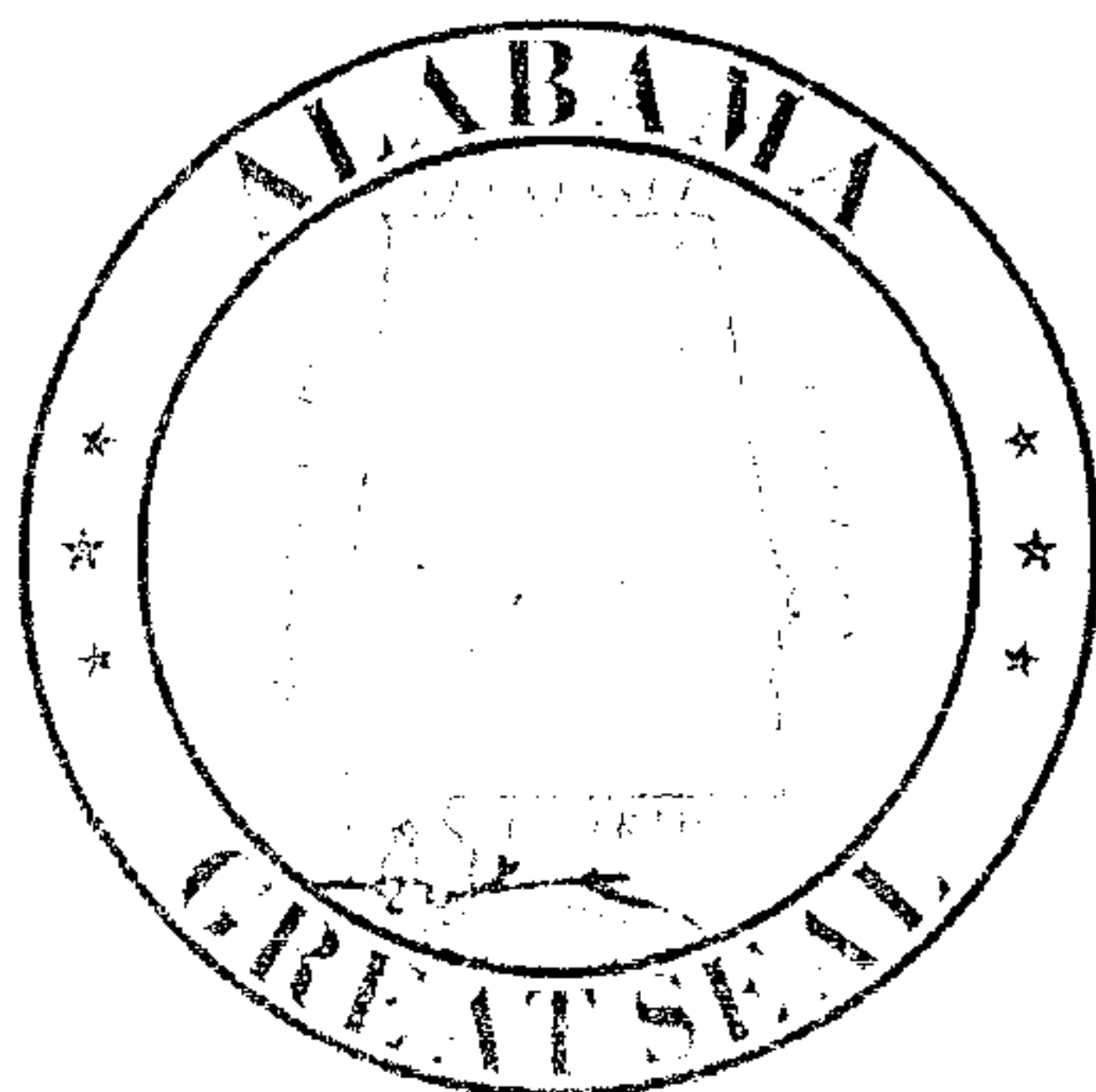
pursuant to the provisions of Title 10A, Chapter 1, Article 5, *Code of Alabama 1975*, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Mississhippie LLC

This domestic limited liability company is proposed to be formed in Alabama and is for the exclusive use of Monica Michael Mittlell, 721 Whippoorwill Drive, Hoover, AL 35244 for a period of one hundred twenty days beginning July 10, 2013 and expiring November 8, 2013.



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Shelby Cnty Judge of Probate, AL
07/11/2013 03:51:26 PM FILED/CERT



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

July 10, 2013

Date

Beth Chapman

631-099

Beth Chapman

Secretary of State