

**MANAGEMENT AGREEMENT
OF
SASSY SISTERS BOUTIQUE, LLC**

This agreement shall serve as the initial operating agreement of Sassy Sisters Boutique, LLC (herein after called Sassy Sisters). The management of Sassy Sisters shall be vested in its members and managers. Except as otherwise provide in the Alabama Limited Liability Act (93-724), effective October 1, 1993, a member shall not be liable under a judgment decree or order of Court, or in any other manner, for the debts and liabilities of Sassy Sisters Boutique, LLC, whether arising in contract, tort or otherwise; nor shall they be liable for the acts or omissions of any other member, manager, agent or employee of Sassy Sisters Boutique, LLC.

OPERATIONS

JoEllen Ramsey shall have the primary responsibilities of acquisition, finance, and marketing and will be involved in the overall operations of Sassy Sisters unless otherwise amended by the members, only members shall be involved in the operations of Sassy Sisters.

The members named herein shall sere as general managers of Sassy Sisters and shall make all operational decisions for the company.

OWNERSHIP AND CONTRIBUTION

Member JoEllen Ramsey shall have one hundred (100%) percent of the ownership of the Limited Liability Company, and all profits and losses of the Limited Liability Company shall be distributed in accordance with these shares. The members shall determine the method of said distributions. Member contributions to Sassy Sisters may be in the form of cash, property or services previously rendered or an obligation to contribute cash or property or to render services.

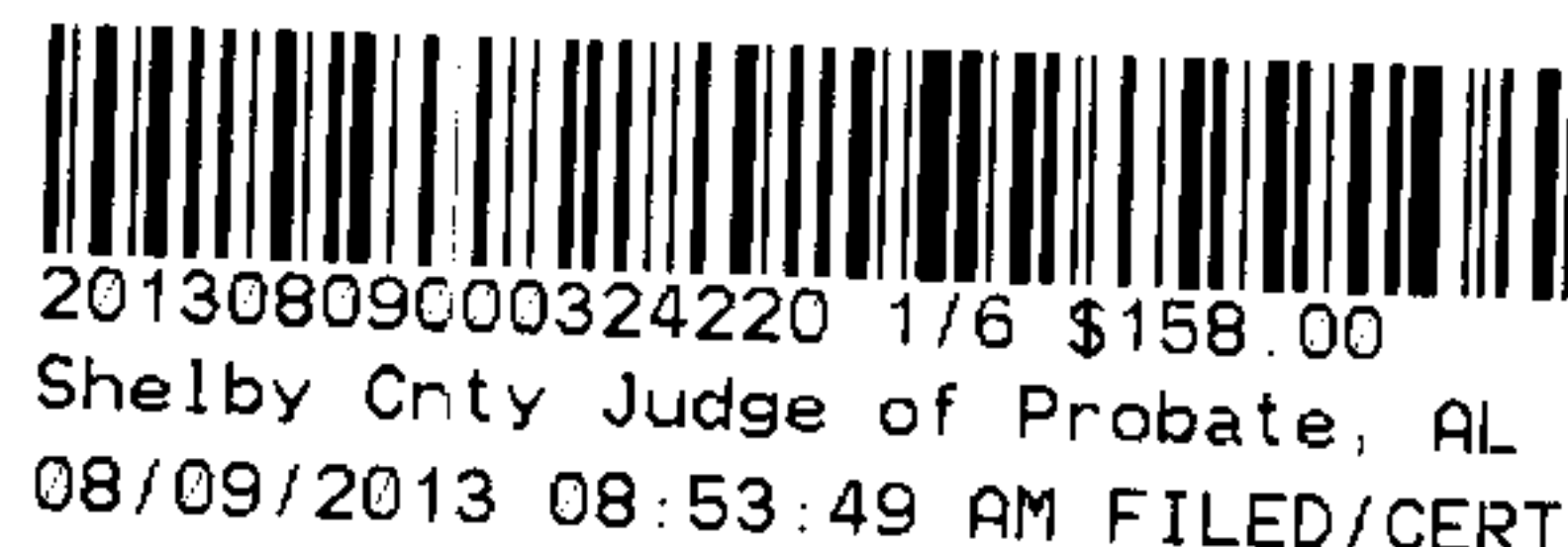
MANAGERS

The current members shall reserve the right to appoint other managers to operate Sassy Sisters and said appointed managers may serve without owning an interest in Sassy Sisters.

DISSOLUTION

Sassy Sisters may be dissolved by written consent of all of the members; or in the event of dissociation of a member, unless:

- (a) there are at least two remaining members or at least one remaining member and a new member is admitted, and
- (b) Sassy Sisters is continued by written consent of all the remaining members with in 90 days after the occurrence of the dissociation event.



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Sassy Sisters Boutique, LLC
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Any member electing to dissociate with Sassy Sisters shall notify all other members in writing.

AUTHORITY TO EXECUTE DOCUMENTS

Any member may execute any legal document on behalf of Sassy Sisters in the normal day-to-day operations of said business; however, any action involving the disposal of assets, the execution of contracts having a duration of one (1) year or more, the purchaser of any personal and/or real property with purchase price in excess of Five Hundred (\$500) Dollars and the termination of any litigation by settlement agreement, requires the signature of members of Sassy Sisters.

BUY-SALE AGREEMENT

The members hereby agree to enter into an appropriate Buy-Sale Agreement within sixty (60) days of the filing of the Articles of Organization of Sassy Sisters boutique, LLC, unless otherwise amended. This Buy-Sale Agreement shall be applicable in the event of death of a member, disability of a member an /or an event of dissociation.

AMENDMENTS

This agreement may be amended by the members of Sassy Sisters at any annual or special meeting.

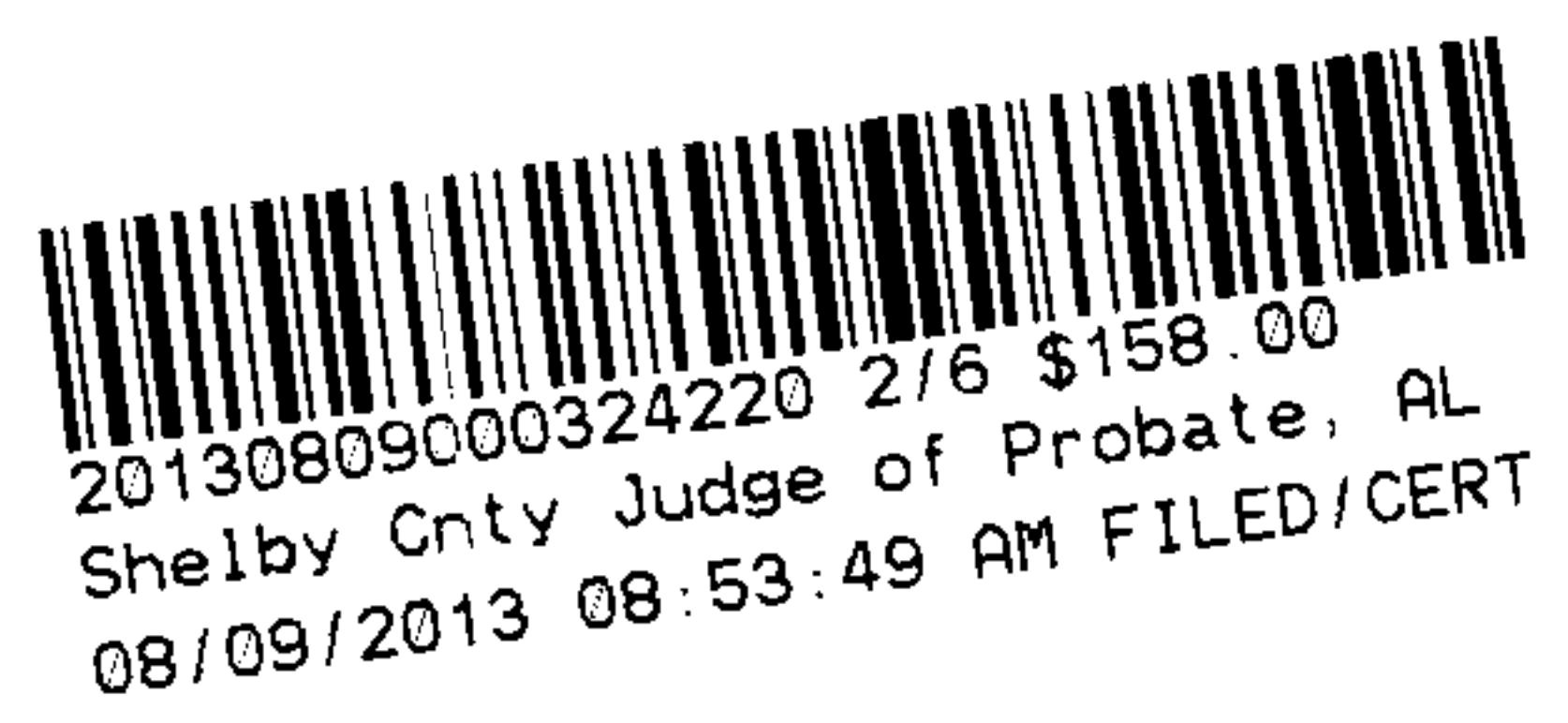
MISCELLANEOUS

The members of Sassy Sisters shall have the right to take any and all other actions necessary to begin business operations and continue said operations, and take all other actions in governing the affairs of Sassy Sisters which are not inconsistent with State and Federal law or the Articles of Organization.

This is the 8th day of August 2013.

Chris Ramsey
Witness

JoEllen Ramsey
JoEllen Ramsey



ARTICLES OF ORGANIZATION
OF
SASSY SISTERS BOUTIQUE, LLC

Pursuant to the provisions of Act No. 93-724 of the 1993 Alabama Legislature, the undersigned hereby adopt the following Limited Liability Company Articles of Organization.

ARTICLE I

THE NAME OF THE LIMITED LIABILITY COMPANY IS:

SASSY SISTERS BOUTIQUE, LLC

ARTICLE II

DURATION

The period of duration is perpetual.

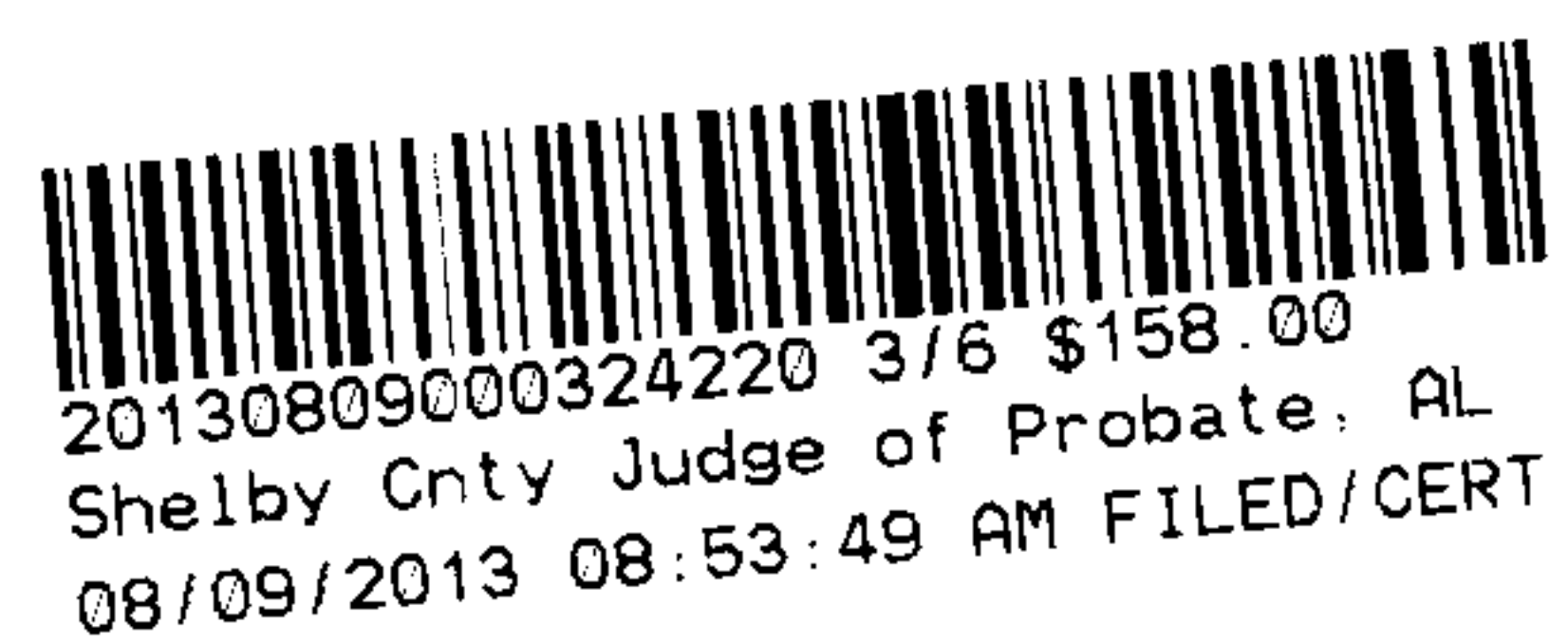
ARTICLE III

PURPOSES

The Limited Liability company has been organized for the following purposes:

- (a) To purchase, acquire, own, hold, exchange, sell, transfer and invest in clothing items, accessory items, home goods and items, gift items for the purpose of retail sell.
- (b) To enter into, make and perform contracts and agreement of every kind for every lawful purpose with any person, firm, corporation, municipality or political body, whether related to the above described business or not.
- (c) to do all things necessary, suitable and proper for the accomplishments of any of the purposes or attainment of any of the objects or furtherance of any of the powers hereinabove set forth, either alone or in association of other corporations, firms, limited liability companies or individuals and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of or connected with the aforesaid business or power of any part of parts thereof, providing the same is not inconsistent with the laws under which this limited liability company is organized.
- (d) This limited liability company is organized for the purpose of conducting any or all lawful business allowed under the Alabama Limited liability company Act, Act no 93-724 of the Alabama Legislature.

The foregoing clauses shall be construed as purposes and powers and nothing herein shall be deemed to limit or exclude in any manner any right power or privilege given to the Limited Liability Company by law or the authority which it is or might be permitted to exercise under the law of the State of Alabama.



ARTICLE IV

REGISTERED AGENTS OFFICE

The location and street address of the initial registered office shall be 1829 Lake Knowl Drive, Helena, a 35080, and its registered agent at such address shall be JoEllen Ramsey.

ARTICLE V

INITIAL MEMBERS

The names and addresses of the initial members are:

JoEllen Ramsey
1829 Lake Knowl Dr.
Helena, Alabama 35080

ARTICLE VI

RIGHT TO CONTINUE OPERATION OF BUSINESS

If an event of dissociation, as set out in the operation and management agreement shall occur, the remaining members shall have the right to continue the business.

ARTICLE VII

MANAGERS

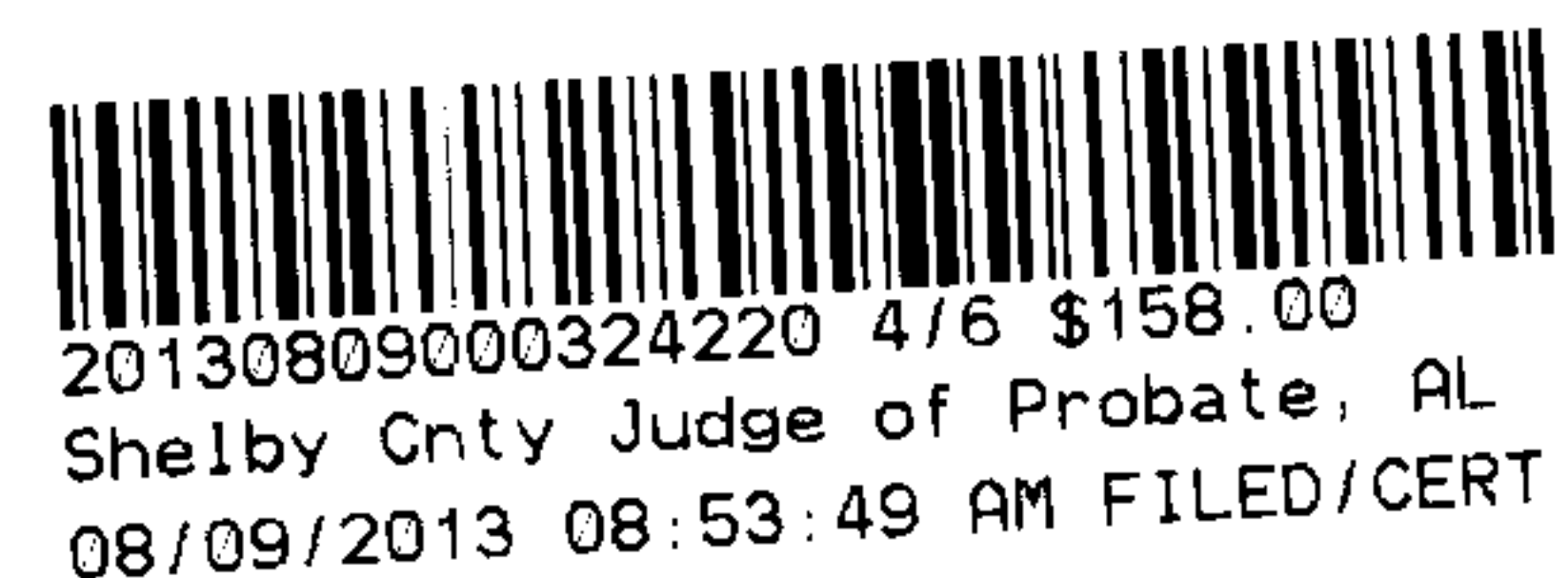
The names and addresses of the managers who are to serve until the first annual meeting of members, or until their successors are elected and qualify are the following:

JoEllen Ramsey	Operations/Marketing/Treasure
1829 Lake Knowl Dr.	
Helena, Alabama 35080	

ARTICLE VIII

OWNERSHIP

JoEllen Ramsey shall have One Hundred (100%) percent of the ownership of the Limited Liability Company and any profit from the operation thereof shall be distributed in accordance with theses percentages of ownership.



**Articles of Organization of:
Sassy Sisters Boutique, LLC
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**IN WITNESS WHEREOF, the undersigned members have voluntarily signed
their names, this the 8th day of August 2013**

Chris Ramsey
Witness

JoEllen Ramsey
JoEllen Ramsey

THIS DOCUMENT PREPARED BY:

JoEllen Ramsey
1829 Lake Knowl Dr.
Helena, Al 35080


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Shelby Cnty Judge of Probate, AL
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Jim Bennett
Secretary of State

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

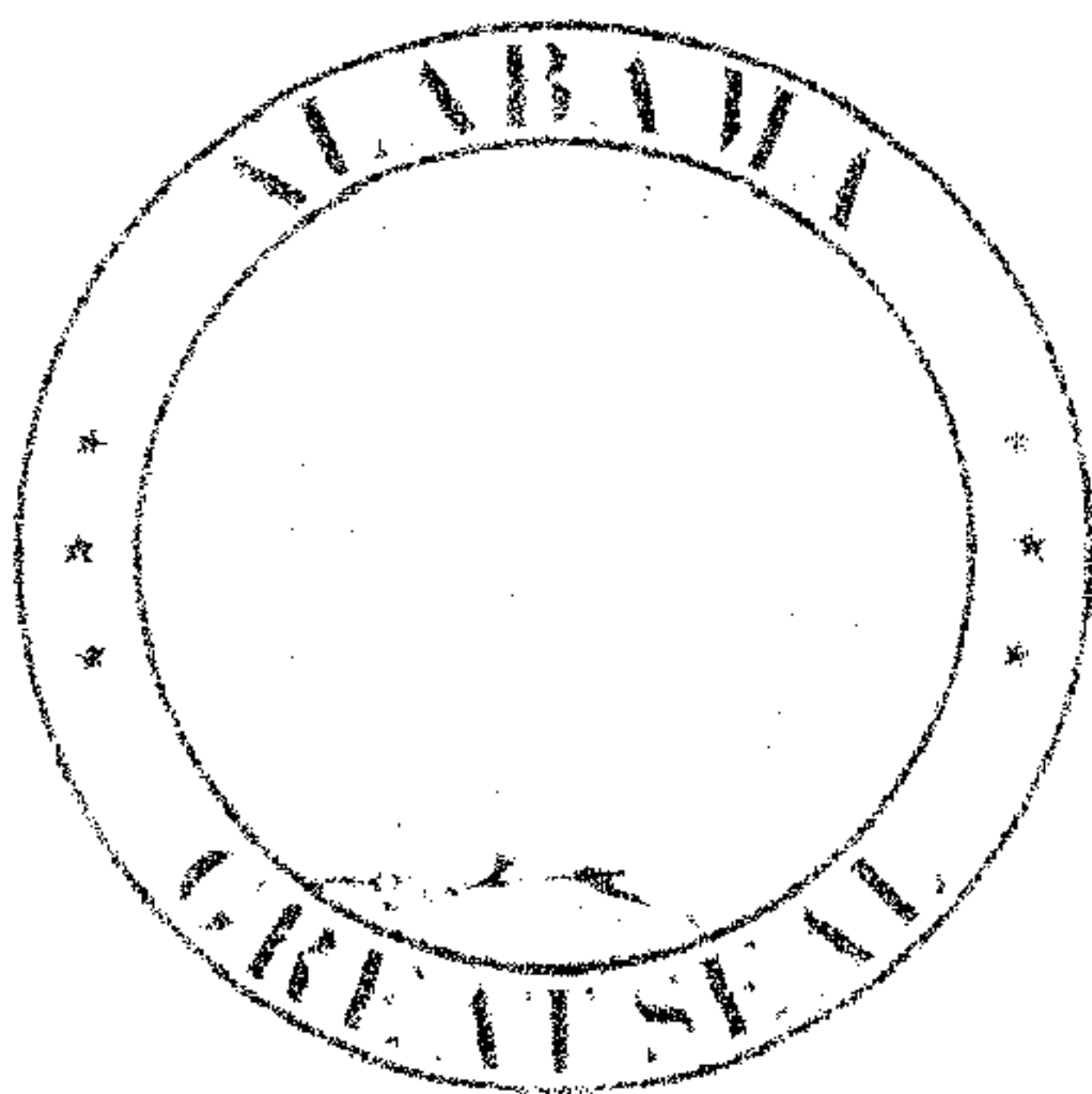
STATE OF ALABAMA

**I, Jim Bennett, 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:

Sassy Sisters Boutique, LLC

This name reservation is for the exclusive use of JoEllen Ramsey, 1829 Lake
Knowl Dr, Helena, AL 35080 for a period of one year beginning August 08, 2013
and expiring August 08, 2014



RES633429

**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.**

August 08, 2013

Date

A handwritten signature in dark ink, appearing to read 'Jim Bennett', is written over a horizontal line.

Jim Bennett

Secretary of State

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Shelby Cnty Judge of Probate, AL
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