

**ARTICLES OF DISSOLUTION
PURSUANT TO SECTION 10-2B-14.03
OF THE CODE OF ALABAMA
OF**

LIFE IS SWEET RESTAURANT GROUP, LLC

Pursuant to the provisions of Section 10-12-42 of the Code of Alabama, the undersigned limited liability company adopts the following Articles of Dissolution for the purpose of dissolving the limited liability company:

FIRST: The name of the limited liability company is **LIFE IS SWEET RESTAURANT GROUP, LLC**

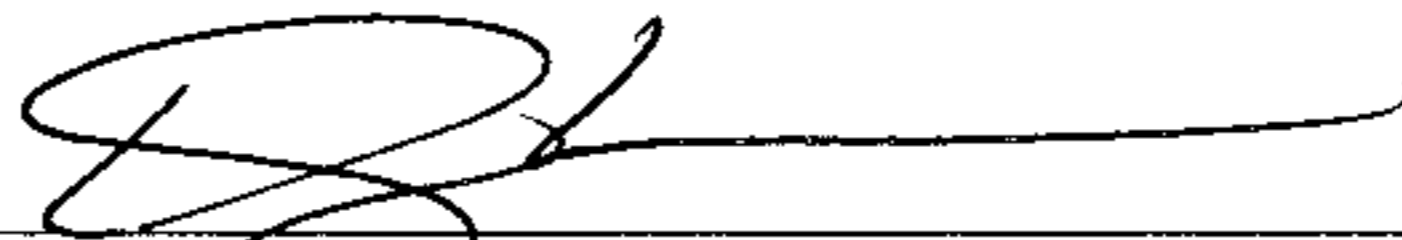
SECOND: The Members of the limited liability company being Douglas A. Hovanec, Mark A. Ryan, Jr. and Colin James Feather. The dissolution was authorized by the written consent of a super majority of the Members pursuant to Section 10-12-37(3) of the Code of Alabama and Section 13.3(a) of the Company Agreement (see Exhibit "A" attached hereto).

THIRD: The Articles of Organization of the Company were filed in Jefferson County, Alabama on July 15, 2015.

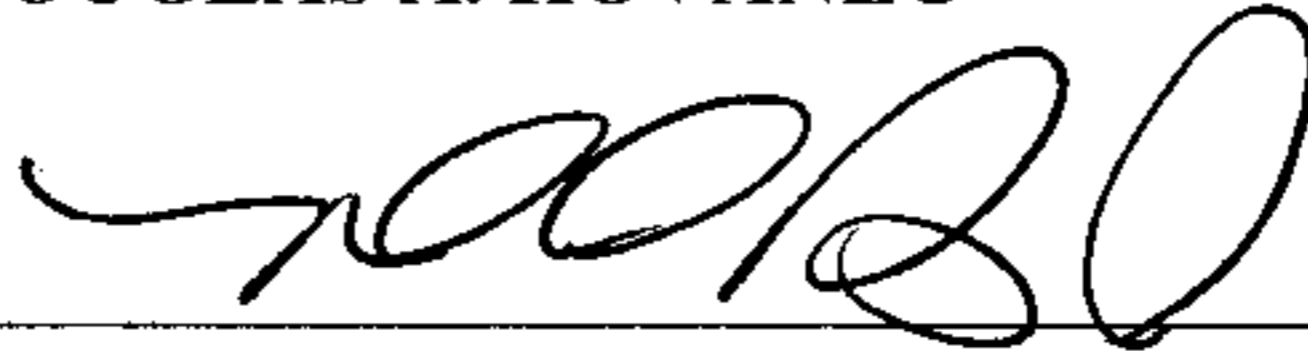
FOURTH: The effective date of these Articles of Dissolution shall be the date of filing with the Probate Court of Jefferson County, Alabama.

IN WITNESS WHEREOF, the undersigned, being the Members of the Company, having consented to the Dissolution of the Company, executes these Articles of Dissolution on this the 8 day of January, 2018.

MEMBERS:



DOUGLAS A. HOVANEK



MARK A. RYAN, JR.



COLIN JAMES FEATHER

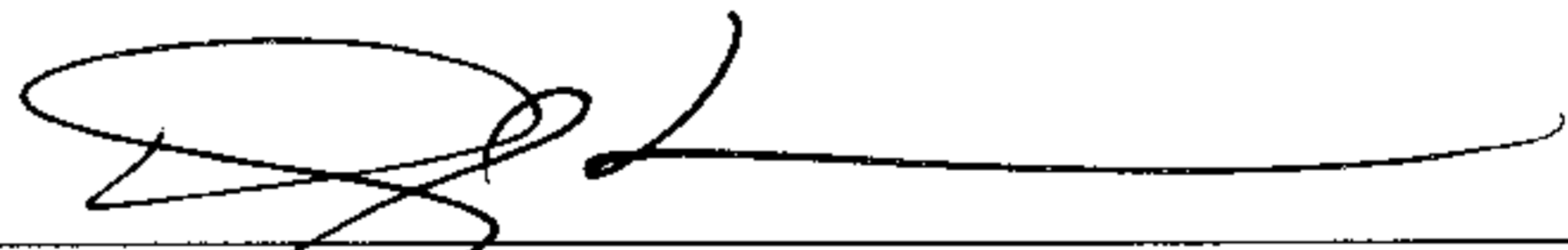
**ACTION BY UNANIMOUS CONSENT OF A SUPER MAJORITY
OF THE MEMBERS OF
LIFE IS SWEET RESTAURANT GROUP, LLC**

Pursuant to the provisions of Section 10-12-37(3) of the Code of Alabama and Section 13.3 (a) of the Company Agreement, the super majority of the Members of the Limited liability company hereby adopt the following resolution by unanimous written consent:

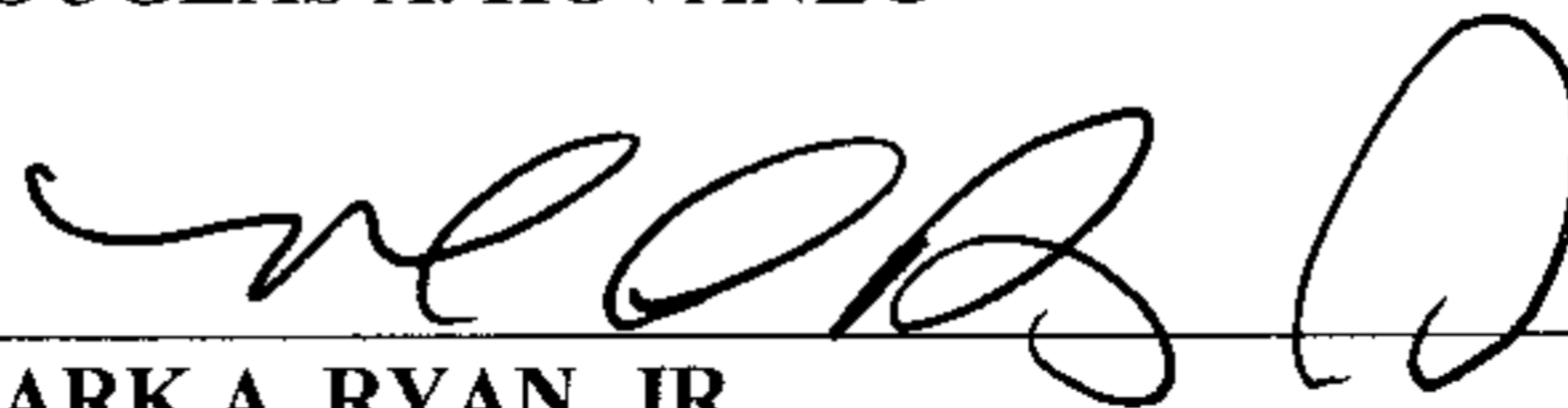
RESOLVED, that the Members be authorized, and hereby are, to instruct legal counsel for the limited liability company to prepare the necessary documents for the dissolution of the limited liability company effective the date of filing with the Judge of Probate of Jefferson County, Alabama, and **FURTHER**, the Members hereby are authorized to see that all the documents are executed and to see that after execution the documents are recorded with the Office of the Judge of Probate of Jefferson County, Alabama. After said recording the Members are to see that the Articles are spread upon the Company records for the official act of the Company.

IN WITNESS WHEREOF, the undersigned has hereunto set forth her signature effective the 8 day of January, 2018.

MEMBERS:



DOUGLAS A. HOVANEK



MARK A. RYAN, JR.




COLIN JAMES FEATHER



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Exhibit "A"


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LIMITED LIABILITY COMPANY AGREEMENT

of

Life is Sweet Restaurant Group, LLC,

an Alabama Limited Liability Company

This Limited Liability Company Agreement of Life is Sweet Restaurant Group, LLC, an Alabama limited liability company, is made and entered into as of the Effective Date by and among the Company and the Persons executing this Limited Liability Company Agreement as Members.

RECITAL

The Company was organized on July 14, 2015, by Douglas A. Hovanec, as the organizer of the Company within the meaning of the Act. The Members hereby adopt this LLC Agreement of the Company.

ARTICLE I

DEFINITIONS

The following terms used in this LLC Agreement shall have the following meanings unless otherwise expressly provided herein:

1.1 “Act” shall mean the Alabama Limited Liability Company Law of 2014, as amended from time to time, and any successor statute thereto.

1.2 “Additional Capital Contribution” shall mean any Capital Contribution other than an Initial Capital Contribution that a Member makes in accordance with Section 8.2 hereof.

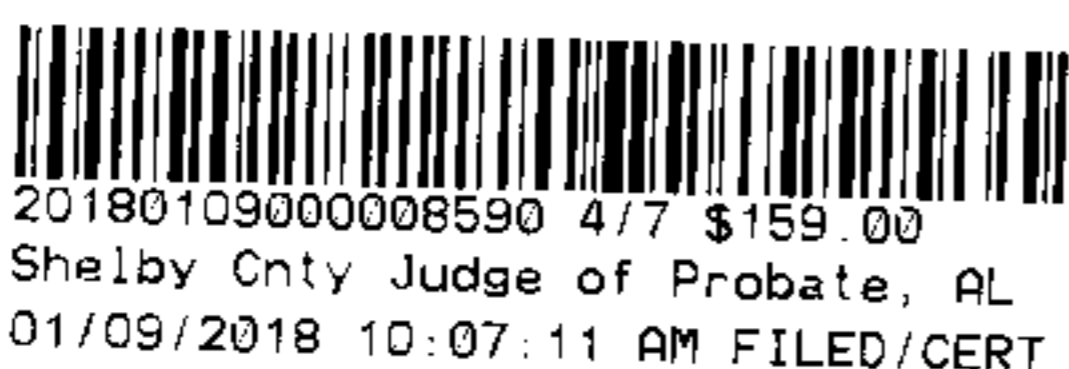
1.3 “Additional Member” shall mean a Member, other than an Initial Member or a Substitute Member, who has acquired a Membership Interest of the Company and has become a Member in accordance with Section 12.3 hereof.

1.4 “Adjusted Capital Account Deficit” shall mean with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Taxable Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this LLC Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation §§ 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in §§ 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

The foregoing definition of Adjusted Deficit is intended to comply with the provisions of § 1.704-1(b)(2)(ii)(d) of the Regulations and shall be so construed.



(g) Notwithstanding any other provision of this Section 1.34, any items which are specially allocated pursuant to Sections 9.2 through 9.8 hereof shall not be taken into account in computing Net Profits or Net Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 9.2 through 9.8 hereof shall be determined by applying rules analogous to those set forth in Sections 1.34(a) through 1.34(f) hereof.

1.35 "Notice" mean delivery of notice from a Person to a Person of a particular event, which shall be in writing, and if to the Company shall be considered given when mailed by first class mail postage prepaid addressed to the Members in care of the Company at the address of the Company's Principal Place of Business provided, however, Notice to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at that Member's address as reflected in the LLC Agreement unless the Member has given the Company a Notice of a different address.

1.36 "Organization" shall mean any entity permitted to be a Member of a limited liability company under the Act. The term "Organization" includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but does not include joint tenancies and tenancies by the entirety.

1.37 "Person" shall include an individual, trust, estate, or any Organization.

1.38 "Principal Place of Business" shall mean the principal office of the Company designated in Section 2.3 hereof, or any other place or places as the Members may from time to time deem advisable.

1.39 "Property" shall mean any property real, personal or mixed, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.40 "Regulations" shall mean the permanent, temporary, proposed, or proposed and temporary regulations issued by the Department of the Treasury that are promulgated under the Code as amended.

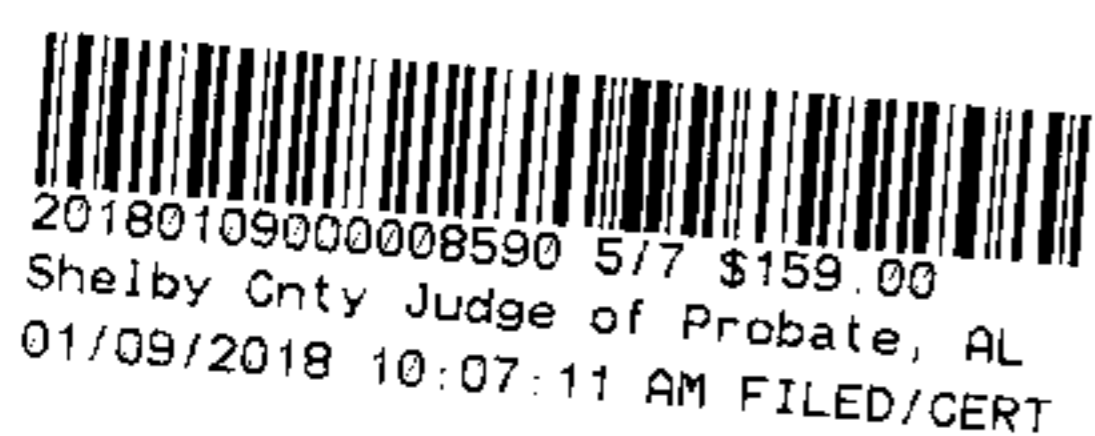
1.41 "Related Person" shall mean a Person having a relationship to a Member that is described in § 1.752-4(b) of the Regulations.

1.42 "Substitute Member" shall mean an Assignee who has been admitted as a Member of the Company in accordance with Section 12.2 hereof. Upon becoming a Member of the Company, such Assignee shall have all the rights of a Member as are described more fully in Section 12.2 hereof.

1.43 "Super-Majority" shall mean those Members owning more than seventy percent (75%) of the Membership Units in the Company.

1.44 "Taxable Year" shall mean the taxable year of the Company as determined pursuant to Code § 706.

1.45 "Taxing Jurisdiction" shall mean the taxing jurisdiction of the Federal Government and of any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.



(d) in the case of a Member that is a trust or is acting as a Member by virtue of being a trustee of a trust, the distribution by the trustee of the trust's entire Membership Interest in the Company (but not solely by reason of the substitution of a successor trustee);

(e) in the case of a Member that is not an individual, the legal existence of the Member terminates;

(f) in the case of a Member that is an estate or is acting as a Member by virtue of being a personal representative of an estate, the distribution by the personal representative of the estate's entire Membership Interest in the Company (but not solely by reason of the substitution of a successor personal representative); or

(g) in the case of a Member, the transfer to a third party (whether to the Company, another Member or other Person) by such Member of all of its Membership Units and all rights in connection therewith.

Upon Dissociation of a Member, such Member shall continue to have a Transferable Interest in the Company (to the extent not otherwise Disposed in accordance with this LLC Agreement), shall continue to be bound by the terms and conditions of this LLC Agreement and shall not be entitled to participate in the activities and affairs of the Company, including the Business of the Company.

13.2 Rights of Ceasing Member. In the event a Member has Dissociated from the Company and such Dissociation causes a Dissolution and winding up of the Company under this Article XIII, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by damages sustained by the Company as a result of the Dissolution and winding up.

13.3 Dissolution. The Company shall be dissolved and its affairs wound up prior to such date, upon the first to occur of the following events:

(a) the written consent of Member(s) holding at least a Super-Majority of the Membership Units;

(b) the merger of the Company and the Company is not the successor limited liability company in such merger or the consolidation of the Company with one or more limited liability companies or other entities; or

(c) The entry of a final decree of dissolution of the Company by a court of competent jurisdiction.

Notwithstanding anything to the contrary contained in this LLC Agreement, the activities and affairs of the Company shall continue upon the occurrence of a Dissociation Event automatically (and without any consents or approval on the part of any Member), and such Dissociation Event shall not be the cause of the Dissolution of the Company except as otherwise required by nonwaivable provisions of the Act. The continuation of the affairs of the Company upon occurrence of a Dissociation Event shall not require the consent of the remaining Members.

13.4 Distribution of Assets on Dissolution. Upon the winding up of the Company, Company Property shall be distributed in the following order:

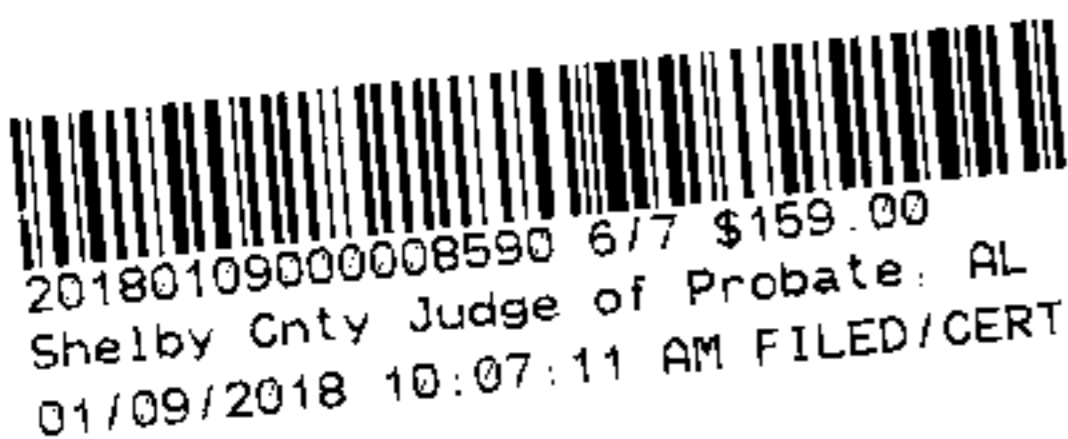



Exhibit A

Name, Address, Initial Capital Contributions,
Initial Membership Units and Initial Membership Interests

<u>Members</u>	<u>Initial Capital Contribution</u>	<u>Initial Membership Units</u>	<u>Membership Interest</u>
Douglas A. Hovanec 1127 Greystone Cove Drive Birmingham, AL 35242	\$50,000.00	45	30%
Mark A. Ryan, Jr. 4534 High Court Circle Birmingham, AL 35242	\$50,000.00	45	30%
Colin James Feather 620 Springbank Terrace Birmingham, AL 35242	<u>\$50,000.00</u>	45	30%
Sean Butler 252 Lime Creek Lane Chelsea, AL 35043		15	<u>10%</u>
Total	<u>\$150,000</u>	<u>150</u>	<u>100%</u>


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