



AZ CORPORATION COMMISSION
FILED

APR 22 2010

**ARTICLES OF ORGANIZATION
of
JLM Associates, LLC**

FILE NO. L15986995
an Arizona Limited Liability Company

Article I

Name

The name of this Limited Liability Company shall be JLM Associates, LLC.

**Article II
Registered Office**

The registered office of this Limited Liability Company is located at 853 N Hwy 89 #131, Chino Valley, County of Yavapai, State of Arizona 86323, and may transact its business and maintain offices for such purposes at such other places either within or without the State of Arizona.

**Article III
Statutory Agent**

The name and mailing address of the Statutory Agent of this Limited Liability Company who agrees and on whom service of process, notice, or demand that is required or permitted by law to be served on the Limited Liability Company is Russell S. Duerksen, 390 Butterfield, P.O. Box 1620, Chino Valley, AZ 86323.

**Article IV
Business Purpose**

This Limited Liability Company intends to engage in any lawful act or activity for which a Limited Liability Company is authorized to conduct pursuant to A.R.S. §29-610, except banking and insurance, specifically including, but not limited to Consulting and Engineering Support in the Heavy Construction field,.

**Article V
Number and Classes of Members**

This Limited Liability Company is being formed with one or more members pursuant to A.R.S. §29-631, and whose interest, participation and voting rights may be

allocated between different classes of members, as may be authorized under a duly adopted Operating Agreement.

Article VI Management

The management of the business affairs and property of this Limited Liability Company shall be reserved to the members who shall adopt an operating agreement containing all of the provisions deemed appropriate and consistent with laws that govern the conduct of its business affairs, its authorities, rights and powers, and the authorities, duties, rights and powers of its members, managers, officers, employees or agents.

The members may, by lawful consent, appoint one or more managers to manage the business affairs and property of the company and whose authorities, duties, rights and powers shall be authorized pursuant to a duly adopted operating agreement.

The names and addresses of the person who will be the lawful member of this Limited Liability Company at the time of its formation is:

James Lee Miller
853 N Hwy 89 #131
Chino Valley, AZ 86323

Article VII Dissolution Date

The date on which this Limited Liability Company shall terminate and dissolve its business and property interest shall be December 31, 2035, unless sooner dissolved or terminated by the death, withdrawal or insolvency of a member.

Article VIII Capitalization

This Limited Liability Company shall be initially capitalized with capital contributions made by its members who may contribute, or promise to contribute cash, property or services.

The value of capital contributions of property or services is the fair market value of such property or services either at the time the property is lawfully transferred or the services are rendered to this Limited Liability Company.

Article IX Limitation of Liability

The members, managers, employees, officers or agents of this Limited Liability

Company are not liable, solely by reason by being a member, manager, employee, officer or agent of this Limited Liability Company for the debts, obligations and liabilities incurred by this Limited Liability Company whether arising in contract or tort, under a judgment decree, order of court, or otherwise.

Article X Lawful Agents

Each member of the Limited Liability Company is a lawful agent of the Limited Liability Company for the purposed of carrying on its business in the usual way, unless any such member has, in fact, no authority to act for the Limited Liability Company as provided under the Operating Agreement; otherwise, the acts of each member, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for carrying on in the usual way, the business of this Limited Liability Company, legally binds this Limited Liability Company in all business transactions.

Article XI Assignment of Member's Interest

(a) The interest of any member may be assigned in whole or in part to a third party or parties, provided, however, such assignment does not dissolve this Limited Liability Company, nor does it entitle the assignee to participate in the management of the business and affairs of this Limited Liability Company, unless assignee is duly admitted as a member upon the written unanimous consent of all members.

(b) If an interest in this Limited Liability Company is acquired directly from this Limited Liability Company upon the unanimous consent of all members, then such additional member is entitled to all of the rights, privileges, immunities and restrictions accorded all members pursuant to these articles of organization and/or the duly adopted operating agreement.

(c) When a member assigns all or part of his or her interest in this Limited Liability Company to a third party or parties, such member is not released from his or her liability to the Limited Liability Company unless or until the written unanimous consent of all members is given, whether or not assignee has been accepted as a lawful member of this Limited Liability Company.

Article XII Indemnification

This Limited Liability Company may indemnify every member, manager, employee, officer, agent or any other persons performing the usual business of the Limited Liability Company, or his or her heirs, executors, administrators and personal representatives, against expenses reasonably incurred by him or her in connection with any action, suit or proceeding holding such person to be liable for negligence or misconduct.

As used in this Article, expenses shall include amounts of judgments, penalties or fines rendered or levied against such manager or member, and the amounts paid in settlement thereof. However, all such payments of indemnification shall have been approved by the unanimous written consent of the members of this Limited Liability Company.

Article XIII Action by Consent

Any action taken by the members or managers, whichever is vested with the management of the business and affairs of this Limited Liability Company, which significantly effects either the capital or liability of this Limited Liability Company shall first be duly authorized by the written unanimous consent of all of the managers or members, whichever is applicable.

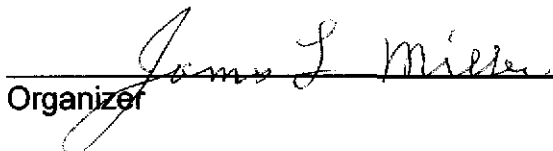
Article XIV Operating Agreement

The members shall by unanimous consent, adopt an Operating Agreement at their organizational meeting that will direct the management, regulation and government of the business affairs and property of this Limited Liability Company. Said operating agreement may be amended from time to time by a 2/3 majority vote of the members.

Article XV Fiscal Year

The fiscal year of this Limited Liability Company shall be the calendar year ending December 31st of each year.

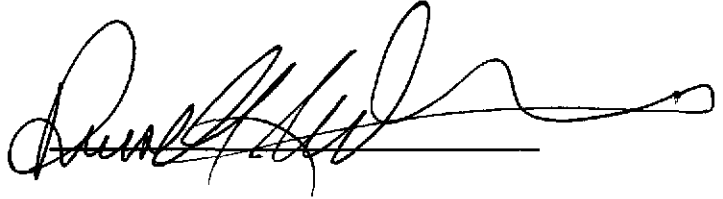
DATED this 19 day of April, 2010.


Organizer

CONSENT OF STATUTORY AGENT

I, Russell S. Duerksen, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or my resignation is submitted in accordance with the Arizona Revised Statutes.

DATED this 19 day of April, 2010.

A handwritten signature in black ink, appearing to read "Russell S. Duerksen", written over a horizontal line.

0410/16011