



AZ CORPORATION COMMISSION
FILED

ARTICLES OF ORGANIZATION
of
G2 ONLINE MARKETING, LLC

APR 29 2011

L-10781739

FILE NO. 1. **Name.** The name of this limited liability company is G2 Online Marketing, LLC.

2. **Known Place of Business.** The address of the known place of business of this limited liability company is 10221 North Blue Bonnet Road, Tucson, Arizona 85742.

3. **Statutory Agent.** The name and business address of the initial agent for service of process for this limited liability company is KEYTLaw, L.L.C., 3001 East Camelback, Suite 130, Phoenix, Arizona 85016. The agent for service of process is not responsible for failing to notify the limited liability company of any service of process or correspondence received by the agent for service of process for the limited liability company if the limited liability company changes its address and fails to notify the agent for service of process of the change by sending a written notice of address change to the agent for service of process at its address on file with the Arizona Corporation Commission.

4. **Form of Management.** Management of the limited liability company is vested in a Manager or Managers.

5. **Managers.** The names and addresses of the Managers of this limited liability company at the time of formation are: (a) Kenneth C. Glass, 10221 North Blue Bonnet Road, Tucson, Arizona 85742 and (b) Suzette L. Glass, 10221 North Blue Bonnet Road, Tucson, Arizona 85742.

6. **Members.** The names and address of the only Members who own a twenty percent or greater interest in the capital or profits of this limited liability company at the time of formation are: Kenneth C. Glass and Suzette L. Glass, 10221 North Blue Bonnet Road, Tucson, Arizona 85742.

7. **Noneconomic Members.** The limited liability company may have one or more noneconomic members. A person, an entity or a trust will become a noneconomic member by: (i) being designated as a noneconomic member in an Operating Agreement signed by the limited liability company and all of the members, and (ii) agreeing to be a noneconomic member by signing the limited liability company's Operating Agreement. A noneconomic member is a person, an entity or a trust who: (a) does not own a member's interest in the limited liability company, (b) does not have an obligation to contribute capital to the limited liability company, (c) does not have a right to participate in or receive distributions of profits of the limited liability company or an obligation to contribute to the losses of the limited liability company, and (d) has voting rights and other rights and privileges as prescribed by the Operating Agreement signed by the limited liability company and all of its members and all of its noneconomic members. Noneconomic members must be an entity, a trust or an individual who is not related or subordinate to any member within the meaning of Section 672(c) of the Internal Revenue Code. The appointment, termination, duties, rights and all other issues relating to noneconomic members will be governed by the Operating Agreement signed by all of the members.

8. Indemnification of Members, Managers and Noneconomic Members. The limited liability company must indemnify its members, managers and noneconomic members as provided in the Operating Agreement signed by all of the members.

9. Limitations on Limited liability Company Action. The limited liability company, the members and managers may not take any of the following actions, except as authorized by the appropriate provisions of the limited liability company's Operating Agreement signed by all of the members:

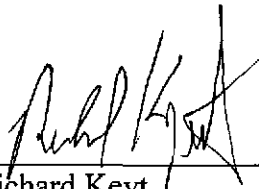
- a. Alter any purpose for which the limited liability company was formed.
- b. Change the life of the limited liability company from perpetual to a shorter term.
- c. Admit any member who is not listed in the original Articles of Organization filed with the Arizona Corporation Commission to form the limited liability company.
- d. Require any member to contribute money or property to the limited liability company.
- e. Withdraw any capital contributions made to the limited liability company.
- f. Change the percentage interests of any member in the profits, losses, distributions and ownership of the limited liability company.
- g. Alter the allocation of profits, losses or distributions to any member.
- h. Alter the accounting method adopted by the limited liability company.
- i. Vote on any issue affecting the limited liability company, a member or a manager.
- j. Elect or remove any manager.
- k. Engage in any action that requires the approval of the members.
- l. Engage in any action that is expressly prohibited in the Operating Agreement.
- m. Transfer all or a portion of the member's interest in the limited liability company. Any attempt to transfer all or any portion of a member's interest in the limited liability company that does not comply with the applicable provisions in the Operating Agreement will be null and void. An assignee of all or a portion of a member's interest in the limited liability company will not become a member of the limited liability company or have any right to participate in the management or the affairs of the limited liability company except as provided in the Operating Agreement. Assignees specifically waive any rights to become a member of this limited liability company that may be provided pursuant to Arizona Revised Statutes Section 29-732.

- n. Allow a member to retire or withdraw voluntarily as a member.
- o. Assign all or any portion of a member's interest in the limited liability company.
- p. Dissolve the limited liability company.

Notwithstanding anything herein to the contrary, this paragraph will be effective only after all of the members sign an Operating Agreement.

10. **Springing Member.** If this limited liability company has only one member and that member is an individual who dies, the limited liability company will not dissolve on the death of the member if the deceased member signed an Operating Agreement that provides for a springing member, in which event the entire membership interest of the deceased member will be assigned automatically at the moment of the death of the deceased member to the springing member designated in the Operating Agreement.

Dated: April 29, 2011.


Richard Keyt

CONSENT OF STATUTORY AGENT

KEYTLaw, L.L.C., an Arizona limited liability company, having been designated to act as Statutory Agent hereby consents to act in that capacity until removed by the limited liability company or resigning in accordance with the Arizona Revised Statutes.

KEYTLaw, L.L.C., an Arizona limited liability company

By: 
Richard Keyt, Manager