

MAY 13 2013

FILE NO. D-194167236

ARTICLES OF ORGANIZATION
of

DARREN TACKETT PLLC
an Arizona Limited Liability Company.

ARTICLE I

NAME: The name of this Limited Liability Company shall be **DARREN TACKETT PLLC**.

ARTICLE II

REGISTERED OFFICE: The registered office of this Limited Liability Company is located at: **21000 N. PIMA ROAD, SUITE 100** in the City of **SCOTTSDALE**, County of **MARICOPA**, State of **ARIZONA, 85255**, and may transact its business and maintain offices for such purposes at such other places either within or without the States of Arizona .

ARTICLE III

REGISTERED AGENT: The name and mailing address of the Registered Agent for 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 **DARREN TACKETT, 21000 N. PIMA ROAD, SUITE 100, SCOTTSDALE, AZ 85255**.

ARTICLE IV

BUSINESS PURPOSE: The sole purpose the Professional Limited Liability Company is to render professional real estate, cemetery or membership-camping services, subject to any provision of law governing or regulating such business within this State.

ARTICLE V

NUMBER AND CLASSES OF MEMBERS: This Limited Liability Company is being formed with one or more members as provided under Arizona Laws. If however, there be two or more members, their interest, participation voting rights may be allocated between different classes of members as may be authorized under regulations duly adopted in an Operating Agreement.

ARTICLE VI

MANAGEMENT: (BY MEMBERS) The management of the business affairs and property of this Limited Liability Company shall be reserved to the member or members, whichever the case may be, and 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 member(s) 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 name(s) and address(es) of the person(s) who will be the lawful member(s) of this Limited Liability Company at --the time of its formation is(are):

DARREN TACKETT

Name of Member

21000 N. PIMA ROAD, SUITE 100

Address

SCOTTSDALE, ARIZONA 85255

City/State/Zip Code

Name of Member

Address

City/State/Zip Code

Name of Member

Address

City/State/Zip Code

Name of Member

Address

City/State/Zip Code

Name of Member

Address

City/State/Zip Code

Name of Member

Address

City/State/Zip Code

ARTICLE VII

TERM AND DURATION: The term and duration of this Limited Liability Company shall be perpetual, unless sooner dissolved in a manner authorized by State Laws.

ARTICLE VIII

CAPITALIZATION: This Limited Liability Company shall be initially capitalized with capital contributions made by its member(s) who may contribute, or promise to contribute cash, property or services.

The value of the 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 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 of 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 or order of a court or otherwise.

ARTICLE X

LAWFUL AGENTS: (a) If management of this Limited Liability Company is vested with the members, as may be provided herein under Article VI, each member is a lawful agent of this Limited Liability Company for the purpose of carrying on its business in the usual way, unless any such member has, in fact, no authority to act for this Limited Liability Company as provided either under Paragraph (b) of this Article or 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.

(b) If management of this Limited Liability Company is vested in one or more managers, as may be provided herein under Article VI, a member is not an agent of this Limited Liability Company for the purpose of carrying on its business in the usual way, as each manager is the lawful agent of this Limited Liability Company and whose acts, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for the purpose of carrying on its business in the usual way, legally binds this Limited Liability Company in every business transaction.

ARTICLE XI

ASSIGNMENT OF MEMBERS INTEREST: (a) The interest of any member maybe 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 an 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 shall indemnify every manager, employee, officer, agent or any other persons performing the usual business of this Limited Liability Company, or his or her heirs, executors and administrators, 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.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which this Limited Liability Company is advised by counsel that the person to be indemnified did

not commit such breach of duty; however, this right of indemnification shall not be exclusive of other rights to which he or she maybe entitled. And 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 pad in settlement thereof, provided, however, such payments shall have been approved by all 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 affects either the capital or liability of this Limited Liability Company shall be first duly authorized by the written unanimous consent of all of the managers or members, whichever applicable.

ARTICLE XIV

OPERATING AGREEMENT: If there be two or more members, 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 majority vote of the members or managers, whichever is vested with the management of this Limited Liability Company.

ARTICLE XV

RECORD DATE: The record date of this Limited Liability Company for the purpose of winding up its year end business affairs, which may include the appointment resignation, withdrawal or expiration of the term of any appointed manager, or the assignment and transfer of any member's interest and voting rights, or any other operational matters, shall be **DECEMBER 31**, of each year.

IN WITNESS WHEREOF, I have set my hand this **26TH** day of **MARCH, 2013**.



Signature of Organizer and Statutory Agent

DARREN TACKETT

Printed Name of Organizer and Statutory Agent

21000 N. PIMA ROAD. SUITE 100

Address

SCOTTSDALE, AZ 85255

City/State/Zip Code