



04532099

AZ CORPORATION COMMISSION
FILED

ARTICLES OF ORGANIZATION

JAN 22 2014

OF

AZ CORPORATION COMMISSION
FILED

JAN 14 2014

FILE NO. P-189,7947-SFILE NO. P-1897947-S

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, pursuant to Section 29-631 of the Arizona Revised Statutes, hereby forms a limited liability company under the laws of the State of Arizona and, for such purposes, hereby adopts the Articles of Organization as follows:

1. **NAME.** The name of the PROFESSIONAL LIMITED LIABILITY COMPANY is **LAW OFFICE OF BRENDON R. ROGERS, PLLC.**

2. **REGISTERED OFFICE.** The address of the registered office in Arizona is:

91 S. Main Street, Suite D.
Snowflake, Arizona 85937
Navajo County

3. **STATUTORY AGENT.** The name and address of the statutory agent for the PROFESSIONAL LIMITED LIABILITY COMPANY is:

Brendon R. Rogers
91 S. Main Street, Suite D.
Snowflake, Arizona 85937

4. **LATEST DATE OF DISSOLUTION.** The latest date on which the limited liability company is to dissolve is December 31, 2075.

5. **MANAGEMENT.** Management of the professional limited liability company is vested in a Manager or Managers, either of which have the authority to act for and to bind the company. Any person dealing with the company may rely upon the latest filed Articles of Organization, as amended, as designating the current Manager or Managers. The Managers names and mailing addresses are:

Brendon R. Rogers
91 S. Main Street, Suite D.
Snowflake, Arizona 85937


6. **MEMBERS.** The name and mailing address of each Member who owns a twenty percent or greater interest in the capital or profits of the company are:

Brendon R. Rogers
91 S. Main Street, Suite D.
Snowflake, Arizona 85937

7. **INDEMNIFICATION.** Subject to the further provisions hereof, the company shall indemnify any and all of its members, managers, former members and former managers, to the full extent permitted under applicable law against all amounts incurred by them and each of them, including but not limited to expenses, legal fees, costs, judgments, fines and amounts paid in settlement which may be actually and reasonably incurred, rendered or levied in any threatened, pending or completed action, suit or proceeding brought against any of them by anyone for or on account of any action or omission alleged to have been committed while acting within the scope of his duties as a member or manager of the company. Whenever any such member or manager shall report to the company that he has incurred or may incur such amounts, the company shall, within a reasonable time thereafter, determine in a manner consistent with applicable Arizona law whether, in regard to the matter involved, such person acted or failed to act in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the company and, with respect to any criminal action or proceeding had no reasonable cause to believe his conduct was unlawful. If the company so determines that such person acted or failed to act in such a manner, as appropriate, with regard to the matter involved, indemnification shall be mandatory and shall be automatically extended as specified herein; provided, however, that the company shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall not offer the company the opportunity, at its own expense and through counsel of its own choosing, to defend him in the action, suit or proceeding. Nothing contained herein is intended to limit any right of indemnification or other rights provided by the Arizona Revised Statutes, or other applicable law.

Members and Managers of the company shall not be personally liable to the company or its members for monetary damages for breach of fiduciary duty as a member or manager, except for: (i) liability for any breach of member's or manager's duty of loyalty to the company or its members; or (ii) liability for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) liability made mandatory and prohibited from indemnification by the Arizona Revised Statutes.

IN WITNESS WHEREOF, undersigned has executed this document on this 22 day of January, 2014.


Brendon R. Rogers, Manager

ACCEPTANCE BY STATUTORY AGENT

Brendon Rogers, having been designated to act as Statutory Agent, hereby consents to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

By: 
Brendon Rogers

Date: 1-22-2014