



DEC 01 2014

**ARTICLES OF ORGANIZATION**

of

FILE NO.

P.1948098-6

**FREDERICK W. LEMBACH AND STEPHANIE WOODS-LEMBACH,  
P.L.L.C.**an Arizona Professional Limited Liability Company  
(A.R.S. § 29-841.01)**ARTICLE I**

NAME: The name of this Professional Limited Liability Company shall be FREDERICK W. LEMBACH AND STEPHANIE WOODS-LEMBACH, P.L.L.C.

**ARTICLE II**

KNOWN PLACE OF BUSINESS: The address of this Professional Limited Liability Company's known place of business and registered office in Arizona is located at: 6505 E. Brombil St., Prescott Valley, County of Yavapai, State of Arizona, 86314, and may transact its business and maintain offices for such purpose at such other places either within or without this State, as the member(s) may from time to time elect.

**ARTICLE III**

STATUTORY AGENT: The name and mailing address of the Statutory Agent for this Professional 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 Professional Limited Liability Company is STEPHANIE WOODS-LEMBACH, 6505 E. Brombil St., Prescott Valley, Arizona 86314.

**ARTICLE IV**

BUSINESS PURPOSE: This Professional Limited Liability Company intends to engage in the business of rendering professional real estate services, being duly licensed in the State of Arizona to perform such professional services and pursuant to A.R.S. § 29-844, et seq.

**ARTICLE V**

NUMBER AND CLASSES OF MEMBERS: This Professional Limited Liability Company is being formed with one or more members, as provided under Arizona Laws, 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 Professional Limited Liability Company shall reserved to the members, all of whom shall be duly licensed in the State of Arizona to render and perform the professional services authorized under this Professional Limited Liability Company, whose numbers shall not be less than one 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 members may, by lawful consent, appoint one or more managers to manage the business affairs and property of the company, all of whom shall be duly licensed by the State to perform the professional service authorized under this Professional Limited Liability Company, and whose authorities, duties, rights and powers shall be authorized pursuant to a duly adopted Operating Agreement, except that under State Laws, this Professional Limited Liability Company may employ persons not licensed to perform the professional services rendered by this Professional Limited Liability Company, provided, however, that such persons: (1) work at the direction or under the supervision of those who are so licensed, (2) do not hold themselves out to the public generally as being authorized to performed the professional services rendered by the Professional Limited Liability Company, or (3) are not prohibited by the board regulating any of the professional services rendered by the Professional Limited Liability Company from being so employed.

The names and addresses of the persons who will be the lawful members of this Professional Limited Liability Company at the time of its formation are:

FREDERICK W. LEMBACH  
6505 E. Brombil St.  
Prescott Valley, AZ 86314

STEPHANIE WOODS-LEMBACH  
6505 E. Brombil St.  
Prescott Valley, AZ 86314

## 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 members who may contribute, or promise to contributed 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: All members, managers, employees, officers or agents of this Professional Limited Liability Company are not liable, solely by reason of being a member, manager, employee, officer or agent of this Professional Limited Liability Company, for the debts, obligations and liabilities incurred by this Professional 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 Professional Limited Liability Company is vested with the members, as provided under Article VI of these Articles of Organization, each such member is a lawful agent of this Professional 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 Professional Limited Liability Company as provided either under Paragraph (b) of this Article or the duly adopted Operating Agreement; otherwise, the acts of each member, including the execution in the name of this Professional Limited Liability Company of any document, instrument or business papers for carrying on in the usual way, the business of this Professional Limited Liability Company, legally binds this Professional Limited Liability Company in all business transactions.

(b) If management of this Limited Liability Company is vested in one or more managers duly appointed by written unanimous consent of the members, then members are not agents of this Professional 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 may not be transferred to a third party unless such third party is duly licensed to perform the professional services authorized under this Professional Limited Liability, provided, however, that such assignment does not dissolve this Professional Limited Liability Company; nor does it entitle the assignee to participate in the management of the business and affairs of this Professional Limited Liability Company, unless assignee is duly admitted as a member upon the written unanimous consent of all members.

(b) The interest of any member of this Professional Limited Liability Company may be transferred to either the Professional Limited Liability Company itself or to a grantor trust for the benefit of the Licensed Member or his or her immediate family.

(c) If the interest of a duly licensed member should pass to such member's unlicensed spouse, as may occur under the State Community Property Laws or by operation of law, said unlicensed spouse shall not have the right to vote such interest pursuant to State Laws.

(d) When a member assigns all or part of his or her interest in this Professional Limited Liability Company to a third party or parties, such member is not released from his or her liability to the Professional 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 Professional Limited Liability Company.

## ARTICLE XII

**INDEMNIFICATION:** This Professional Limited Liability Company shall indemnify every manager, employee, officer, agent or any other persons performing professional services under the direct supervision of a manager, member, employee, agent or officer of this Professional 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 Professional 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 may be entitled. And as used in this Article, expenses shall include amounts of judgments, penalties or fines rendered or levied against such member, and the amounts paid in settlement thereof, provided, however, such settlement shall have been approved by all the members of this Professional 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 Professional Limited Liability Company, which significantly effects either the capital or liability of this Professional Limited Liability Company shall be first a duly authorized by the written unanimous consent of all the members.

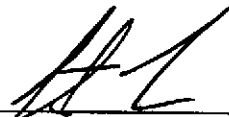
### ARTICLE XIV


**OPERATING AGREEMENT:** If there be two or more members, the members shall by unanimous consent, adopt an Operating Agreement at their Organization 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 Professional 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 matters, fiscal or otherwise, shall be December 31st of each year.

INWITNESS WHEREOF, we have set our hand this 25<sup>th</sup> day of November, 2014.

  
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FREDERICK W. LEMBACH  
6505 E. Brombil St.  
Prescott Valley, AZ 86314  
Phone No. (928) 775-5518

  
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STEPHANIE WOODS-LEMBACH  
6505 E. Brombil St.  
Prescott Valley, AZ 86314  
Phone No. (928) 775-5518

### **Acceptance of Appointment By Statutory Agent**

I, STEPHANIE WOODS-LEMBACH, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.



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STEPHANIE WOODS-LEMBACH

6505 E. Brombil St.

Prescott Valley, AZ 86314

Phone No. (928) 775-5518