

**ARTICLES OF ORGANIZATION**  
**of**  
**Phoenix Comprehensive Dentistry, PLLC**

1. **Name.** The name of this professional limited liability company is Phoenix Comprehensive Dentistry, PLLC.

2. **Known Place of Business.** The address of the known place of business of this professional limited liability company is 4530 E Shea Blvd Ste 125 Phoenix, AZ 85018.

3. **Statutory Agent.** The name and business address of the initial agent for service of process for this limited liability company is Denny & Boulton, P.C., 4020 N. 20<sup>th</sup> St., Ste. 217, 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 this limited liability company is vested in a Manager or Managers.

5. **Managers.** The name and address of the Manager of this limited liability company at the time of formation is Gregg Monterosso, DMD.

6. **Members.** The name and address of each Member who owns a twenty percent or greater interest in the capital or profits of this limited liability company at the time of formation is Gregg Monterosso, DMD, 4530 E Shea Blvd Ste 125 Phoenix, AZ 85018.

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. Requirements to be an Initial Member of the Company.** The initial members of this Company are the members named in the Section above entitled "Members" and any other members who satisfy one of the following conditions for membership:

a. The member is identified in an Operating Agreement that exists on the date the Articles of Organization of this Company is filed, and the member signs the Operating Agreement or an attorney-in-fact signs the Operating Agreement on behalf of the member.

b. The member is identified as a member in a written statement certified by each manager named in the Company's initial Articles of Organization filed with the Arizona Corporation Commission.

**10. Requirement to Become a Member Other than an Initial Member.**

After this Company's initial Articles of Organization are filed, a person, entity or trust may be admitted as an additional member only if one of the following requirements is satisfied:

a. If a person, entity or trust is acquiring a membership interest in the Company directly from the Company, the person, entity or trust will become a member on the Company's written acknowledgment or acceptance of the new member's admission under the applicable provisions of the Company's Operating Agreement.

b. If the person, entity or trust is an assignee of all or part of a member's interest in the Company, the person, entity or trust will become a member on satisfaction of all of the terms set forth in the Company's Operating Agreement.

c. If the person, entity or trust is an assignee of a membership interest in the Company from an assignor member who has the power under the Operating Agreement to grant the assignee the right to become a member, the assignee will become a member on satisfaction of all conditions applicable to the assignment set forth in the Company's Operating Agreement.

**11. Option to Expel a Member.** The members have an option to expel any member subject to the terms and conditions for expulsion set forth in the Company's Operating Agreement. If a person, entity or trust is named as a member in the original Articles of Organization filed with the Arizona Corporation Commission and that person, entity or trust fails to sign the Company's Operating Agreement signed by a majority of the other initial members, the members who signed the Operating Agreement may expel the person, entity or trust who fails to sign the Operating Agreement subject to the terms and conditions for expulsion set forth in the Company's Operating Agreement.

**12. 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.

13. **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:** August 22, 2019



G. Michael Denny

#### CONSENT OF STATUTORY AGENT

Denny & Boulton, P.C., an Arizona Professional Corporation, 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.

Denny & Boulton, P.C., an  
Arizona Professional Corporation

By: 

G. Michael Denny, Manager