

ARTICLES OF ORGANIZATION
of
BRICKS & MINIFIGS TUCSON, LLC

1. **Name.** The name of this limited liability company is Bricks & Minifigs Tucson, LLC.
2. **Principal Address.** The principal address of this limited liability company is c/o KEYTLaw, L.L.C., 7373 East Doubletree Ranch Road, Suite 165, Scottsdale, Arizona 85258.
3. **Statutory Agent.** The statutory agent for this limited liability company is KEYTLaw, L.L.C. The street address and the mailing address of the statutory agent is 7373 East Doubletree Ranch Road, Suite 165, Scottsdale, Arizona 85258. The statutory agent is not responsible for failing to notify the limited liability company of any service of process or correspondence received by the statutory agent for the limited liability company if the limited liability company changes its address and fails to notify the statutory agent of the change by sending a written notice of address change to the statutory agent 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 name and address of the Manager of this limited liability company at the time of formation are: Campfire Glow Trust, c/o KEYTLaw, L.L.C., 7373 East Doubletree Ranch Road, Suite 165, Scottsdale, Arizona 85258.
6. **Members.** The name and address of the only Member who owns a twenty percent or greater interest in the capital or profits of this limited liability company at the time of formation are: Campfire Glow Trust, c/o KEYTLaw, L.L.C., 7373 East Doubletree Ranch Road, Suite 165, Scottsdale, Arizona 85258.
7. **Indemnification of Members and Managers.** The limited liability company must indemnify its members and managers as provided in the Operating Agreement signed by all of the members.
8. **Requirement 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 signed by Members who collectively own a majority of the membership interests and the member signs the Company's 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 and the member signs the Company's Operating Agreement signed by Members who collectively own a majority of the membership interests or an attorney-in-fact signs the Operating Agreement signed by Members who collectively own a majority of the membership interests on behalf of the member.

9. **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 if all of the following requirements are satisfied:

a. The person, entity or trust satisfies all requirements for membership contained in the Company's Operating Agreement, and

b. The person, entity or trust signs the Company's Operating Agreement that is also signed by Members who collectively own a majority of the membership interests.

10. **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.

11. **Option to Expel a Party Named in the Articles of Organization.** If a person, entity or trust is named as a member in the Articles of Organization filed with the Arizona Corporation Commission and that person, entity or trust fails to sign the Company's Operating Agreement (a "**Non-Signing Party**") the Adverse Member or Members shall have the option to expel the Non-Signing Party and terminate the Non-Signing Party's entire membership interest in the Company. A Non-Signing Party includes any person, entity or trust that was to be a member, but was not named as a member in the Company's Articles of Organization, but who did not sign the Company's Operating Agreement. The Adverse Member or Members are any of the following: (i) a Member or Members who own more than fifty percent of the Membership Interests in the Company, (ii) any Member who has invested more than \$5,000 into the Company as a capital contribution or a loan, and (iii) a person who works more than thirty hours a week for the Company for more than one month. If more than one Adverse Member exists and they do not agree on expelling the Non-Signing Member this Section shall not apply. If the Adverse Member or Members give written notice to the Non-Signing Party that the Non-Signing must sign the Company's Operating Agreement within ten days of the date of receipt of the notice or the Non-Signing Party and the Non-Signing Party does not sign the Operating Agreement before the expiration of the deadline then the Non-Signing Party shall automatically at the expiration of the ten day period cease to be a member of the Company and forfeit all rights arising from being a member of the Company and the Non-Signing Party shall not be entitled to any compensation.

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.

The person signing below declares and certifies under penalty of law that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.

Dated: October 4, 2019.


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

RE

OCT 04 2019

ARIZONA CORP COMMISSION
CORPORATIONS DIVISION

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

ARIZONA CORPORATION COMMISSION CORPORATIONS DIVISION

COVER SHEET

USE A SEPARATE COVER SHEET FOR EACH DOCUMENT
**** ORDER COPIES USING A RECORDS REQUEST FORM ****

WHAT ARE YOU FILING?

New Entity Change to existing entity Re-submission of rejected filing

ENTITY NAME - give the exact name of the corporation as currently shown in A.C.C. records:

Bricks & Minifigs Tucson, LLC

EXPEDITED PROCESSING?

YES - add \$35 to the filing fee NO - pay only the filing fee

Document filing fees are listed on the bottom of each form or on the fee schedule on our website, <http://ecorp.azcc.gov>, under the FAQs.

PAYMENT:

check # 20081 \$85

MOD Account #: _____ Total amount to deduct: _____

Cash - do not mail cash. Cash may be used only for in-person submittals.

Checks or money orders - must be made payable to "Arizona Corporation Commission," with all words spelled out and no abbreviations. Checks must be completely and properly filled out, including the amount sections. UNACCEPTABLE CHECKS include: no imprinted or preprinted name and address of the account holder; no imprinted or preprinted check number; handwritten or stamped names, addresses, or check numbers; temporary checks (new accounts).

Credit cards - may be used for in-person submittals, and for online corporation annual reports, online name reservations, or online certificates of good standing. We accept only Visa, MasterCard, and American Express.

REQUIRED - RETURN DELIVERY OPTION (PLEASE PRINT CLEARLY and select only ONE):

<input checked="" type="checkbox"/> Email	Email address: crk@keytlaw.com		
<input type="checkbox"/> Pick up	Name:	Phone:	
<input type="checkbox"/> Mail	Name:		
	Address:		
	City:	State:	Zip:
	Phone:		

DOCUMENTS WILL BE MAILED IF THEY ARE NOT PICKED UP IN A TIMELY MANNER (APPROXIMATELY ONE WEEK)

FOR ARIZONA CORPORATION COMMISSION USE ONLY

PICK-UP BY: _____ **DATE:** _____

View current processing times at: www.azcc.gov/Divisions/Corporations/document-processing-times.pdf

KEYTLAW, L.L.C.

ATTORNEYS

7373 East Doubletree Ranch Road, Suite 165
Scottsdale, Arizona 85258
(602) 906-4953
keytlaw.com

RICHARD KEYT
Tel: (480) 664-7478
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Estate Planning
Entity Formation
Nonprofit Corps
Special Needs Trusts
Contracts

October 4, 2019

HAND DELIVERED

Arizona Corporation Commission
Corporations Division
Attn: Expedited Filings
1300 West Washington
Phoenix, Arizona 85007

Re: Bricks & Minifigs Tucson, LLC

To Whom It May Concern:

Enclosed for expedited filing are: (i) an original and two copies of the Articles of Organization for the above-referenced to be formed limited liability company, (ii) a submission cover sheet, and (iii) my check in the amount of \$85.00 for the expedited filing fee.

Please stamp one of the Articles of Organization with your received stamp and give it to my messenger to return to me. Please email the approved Articles to my legal assistant Carol Keyt at crk@keytlaw.com.

The expedited filing date of today is important in the formation of this business. To avoid the premature closing of this file, please call me directly if you have any questions so that I can promptly provide any necessary clarification or documents.

Sincerely,



Richard Keyt

Enclosures