

**ARTICLES OF ORGANIZATION
OF
12039 N. 149TH DRIVE, LLC**

ARTICLE I

NAME: The name of this Limited Liability Company shall be 12039 N. 149TH DRIVE, LLC.

ARTICLE II

REGISTERED OFFICE: The registered office of this Limited Liability Company is located at 13554 EAST SORREL LANE SCOTTSDALE, ARIZONA 85259, and may transact business and maintain offices for such purposes at such other places either within or without the State of Arizona.

ARTICLE III

STATUTORY AGENT: The name and mailing address of the Statutory 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 I JERRY FULKERSON whose physical address is 13554 EAST SORREL LANE SCOTTSDALE, ARIZONA 85259 and whose mailing address is 13554 EAST SORREL LANE SCOTTSDALE, ARIZONA 85259.

ARTICLE IV

BUSINESS PURPOSE: The Limited Liability Company intends to engage in any lawful act of activity for which a Limited Liability Company is authorized to conduct pursuant to A.R.S. §29-3108(C), except Banking or Insurance.

ARTICLE V

NUMBER AND CLASSES OF MEMBERS: This Limited Liability Company is being formed with one or more members pursuant to A.R.S §29-3401(A), and whose interest, participation and voting right(s) may be allocated between different classes of member(s), as may be authorized under a duly adopted Operating Agreement.

ARTICLE VI

MANAGEMENT: (BY MANAGERS) The management of the business affairs and property of this Limited Liability Company shall be reserved to the manager, whose managers shall not be less than one and who shall adopt an Operating Agreement containing all the provisions deemed appropriate and consistent with the laws that govern the conduct of its business affairs, its authorities, rights and powers, and the authorities, duties, rights and powers of its members, officers, employees, or agents.

The member(s) may, by lawful consent, appoint one or more managers to conduct 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 and address of the persons/entities who will be the lawful members of the Limited Liability Company at the time of its formation are:

THE FULKERSON FAMILY TRUST
13554 EAST SORREL LANE
SCOTTSDALE, ARIZONA 85259

The name and address of the persons/entities who will be the lawful managers of the Limited Liability Company at the time of its formation are:

JERRY FULKERSON
13554 EAST SORREL LANE
SCOTTSDALE, ARIZONA 85259

NATASHA FULKERSON
13554 EAST SORREL LANE
SCOTTSDALE, ARIZONA 85259

ARTICLE VII

DISSOLUTION DATE: This Limited Liability Company is perpetual and shall not terminate unless dissolved or terminated by the death, withdrawal, or insolvency of a member.

ARTICLE VIII

CAPITALIZATION: This Limited Liability Company shall be initially capitalized with capital contributions made by its members 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, employees, officers, or agents of this Limited Liability Company are not liable, solely by reason of being a member, 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: If this Limited Liability Company is reserved to the members, as may be provided herein under Article VI, each member is lawful agent of this Limited Liability Company for the purpose of carrying on its business in the usual way. In addition 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.

ARTICLE XI

ASSIGNMENT OF MEMBER'S INTEREST: (a) The interest of any member may be 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 additional member is entitled to all the rights, privileges, immunities, and restrictions accorded all members pursuant to these Articles of Organization and/or duly adopted Operating Agreement.

(c) When a member assigns all or part of his or her interests in this Limited Liability Company to a third party or parties, such a member is not released 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 member, 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 proceedings holding such persons 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 may be 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 amount paid 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 of the business and affairs of this Limited Liability Company, which significantly effects 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: 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 who are vested with the management of this Limited Liability Company.

ARTICLE XV

FISCAL YEAR: The fiscal year of this Limited Liability Company shall be the calendar year ending December 31st of each year.

ARTICLE XVI

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 member, or the assignment and transfer of any member's interest and voting rights, or any other operational matters, shall be December 31st, of each year.

IN WITNESS WHEREOF, I have set my hand this date: 5/15/25



Signature of Organizer

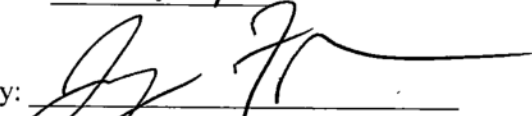
JERRY FULKERSON
13554 EAST SORREL LANE
SCOTTSDALE, ARIZONA 85259

**CONSENT OF
STATUTORY AGENT**

I, JERRY FULKERSON, the undersigned, whose physical address is 13554 EAST SORREL LANE SCOTTSDALE, ARIZONA 85259 and whose mailing address is 13554 EAST SORREL LANE SCOTTSDALE, ARIZONA 85259 having been appointed to act as Statutory agent for 12039 N. 149TH DRIVE, LLC, BY THESE PRESENTS, hereby consent to act in that capacity until removal or resignation is submitted in accordance with the laws of the State of Arizona.

12039 N. 149TH DRIVE, LLC

Date: 5/15/25

By: 

JERRY FULKERSON
13554 EAST SORREL LANE
SCOTTSDALE, ARIZONA 85259