

**ARTICLES OF ORGANIZATION**  
of  
**WORLD WIDE WIDGETS AZ, LLC**

1. **Name.** The name of this limited liability company is **World Wide Widgets AZ, LLC**.
2. **Known Place of Business.** The address of the known place of business of this limited liability company is c/o Richard Keyt, 3001 East Camelback, Suite 130, Phoenix, Arizona 85016.
3. **Statutory Agent.** The name and business address of the initial agent for service of process for this limited liability company is KEYTLaw, L.L.C., 3001 East Camelback, Suite 130, Phoenix, Arizona 85016.
4. **Form of Management.** Management of the limited liability company is vested in a Manager or Managers.
5. **Managers.** The names and addresses of the Managers of this limited liability company at the time of formation are: (a) Homer Simpson, 4512 East Hampton Drive, Springfield, Illinois 21022 and (b) Marge Simpson, 4512 East Hampton Drive, Springfield, Illinois 21022.
6. **Members.** The names and addresses 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 are: (a) Homer Simpson and Marge Simpson, 4512 East Hampton Drive, Springfield, Illinois 21022, and (b) Richard Keyt, 3001 East Camelback, Suite 130, Phoenix, Arizona 85016.
7. **Noneconomic Members.** The limited liability company may have one or more noneconomic members. A person or entity 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, entity or 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 members may terminate or replace any noneconomic member as provided in the Operating Agreement signed by all of the members.
8. **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.

9. **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.

10. **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. [intentionally omitted]
- b. [intentionally omitted]
- c. [intentionally omitted]
- d. [intentionally omitted]
- e. [intentionally omitted]
- f. [intentionally omitted]
- g. [intentionally omitted]
- h. [intentionally omitted]
- i. [intentionally omitted]
- j. [intentionally omitted]
- k. [intentionally omitted]
- l. [intentionally omitted]
- m. [intentionally omitted]
- n. [intentionally omitted]
- o. [intentionally omitted]
- p. [intentionally omitted]

Notwithstanding anything herein to the contrary, this paragraph will be effective only after all of the members sign an Operating Agreement.

Dated: December 13, 2008.

\_\_\_\_\_  
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