

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 7/28/15
 DATE: GREGORY P. PRIAMOS

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

312A



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:

JUL 28 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 129. Last assessed to: Sunset Capital LLC, an Arizona Limited Liability Company. District 3 [\$12,921] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Sunset Capital LLC, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 458040027-4;

(continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the August 20, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded October 2, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on October 30, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

[Signature]

Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 12,921	\$ 0	\$ 12,921	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale	Budget Adjustment: N/A
	For Fiscal Year: 15/16

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]* 7/1/15
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 3

Agenda Number:

9-57

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 129. Last assessed to: Sunset Capital LLC, an Arizona Limited Liability Company. District 3 [\$12,921] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JUL 28 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

RECOMMENDED MOTION:

2. Authorize and direct the Auditor-Controller to issue a warrant to Sunset Capital LLC in the amount of \$12,921.45, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Sunset Capital LLC based on a Grant Deed recorded August 25, 2005 as Instrument No. 2005-0699206.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Sunset Capital LLC be awarded excess proceeds in the amount of \$12,921.45. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to the last assessee of the property.

ATTACHMENTS (if needed, in this order):

A copy of the Excess Proceeds Claim form and supporting documentation are attached.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 197 Item 129 Assessment No.: 458040027-4

Assessee: SUNSET CAPITAL

Situs:

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

RECEIVED
2014 AUG 18 AM 7:56
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 12,921.45 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2005-0699206 recorded on 8/25/05. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

- "Certified Copy" of Recorded Deed (3 pages)
- Articles of Organization for Sunset Capital & Amendment
- Operating Agreement of Sunset Capital
- Copy of Courtesy Notice & Excess Proceeds Letter
- Print Out from Acc Website

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 10th day of August, 2014 at Maricopa, AZ
County, State

[Signature]
Signature of Claimant

[Signature]
Signature of Claimant

Troy J Lane Trust
Print Name

Jack E. Lane
Print Name

P.O. Box 22218
Street Address

P.O. Box 22218
Street Address

Mesa, AZ 85277
City, State, Zip

Mesa, AZ 85277
City, State, Zip

(480) 221-0264
Phone Number

480-797-2402
Phone Number



RECORDING REQUESTED BY:

Fidelity National Title - Builder Services

Escrow No. 7933-KT

Title Order No. 09900161

When Recorded Mail Document and Tax Statement To:

SUNSET CAPITAL # 1901 E. UNIVERSITY, STE 200 MESA, ARIZONA, 85203 JACK LANE

M	S	U	PAGE	SIZE	DA	PCOR	NCCOR	SMF	MISC	
			3							
									G	
A	R	L				COPY	LONG	REFUND	NCHG	EXAM

APN: 458-040-027 TLA. 089-050

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$660.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of

T 43 KS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Raymond Gonzalez, A Single Man hereby GRANT(S) to Sunset Capital LLC, an Arizona limited liability company the following described real property in the County of Riverside, State of California:

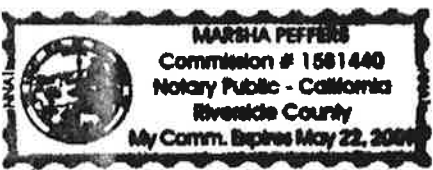
SEE EXHIBIT "ONE" ATTACHED HERETO MADE A PART HEREOF

DATED: March 24, 2005

STATE OF CALIFORNIA COUNTY OF Riverside ON August 22, 2005 before me, Marsha Peffer notary public personally appeared Raymond Gonzalez

RG Raymond Gonzalez

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal. Signature Marsha Peffer

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "ONE"

Lot 23 and the South 250.61 feet of Lot 22, in Block 3 of Perris Valley Acres, in the unincorporated area of Riverside County as shown by Map on file in Book 13, Page(s) 41 through 43, inclusive of Maps, in the office of the County Recorder of Riverside County, California.

Except from Lot 23, the Westerly 25 feet of the Northerly 573.59 feet.

Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: MARSHA PEFFERS
Date Commission Expires: MAY 22, 2009
County where bond is Filed: RIVERSIDE
Commission No.: 1581440
Manufacturer/Vendor No.: NNA1

Place of execution - RIVERSIDE

Date - August 24, 2005



FIDELITY NATIONAL TITLE COMPANY



COUNTY OF RIVERSIDE



LARRY W. WARD
ASSESSOR-COUNTY CLERK-RECORDER

PAUL E. ZELLERBACH
DISTRICT ATTORNEY

10/8/2013

Document: 2013-0475274

COURTESY NOTICE

C/O JACK LANE
P O BOX 22218
MESA AZ 85277

CONFIRMATION OF RECORDING OF A DOCUMENT

Dear Homeowner,

The Assessor-County Clerk-Recorder and the District Attorney of the County of Riverside are committed to protecting its residents from fraudulent land transactions. In that regard, we are monitoring all recordings of Deeds and Deeds of Trust and other similar documents and are sending out "Courtesy Notices" regarding recent property recording transactions.

The Recorder's records indicate that a document affecting your real property was recently recorded. A copy of the first two pages of the document is shown on the reverse side.

IF THE TRANSACTION IS CORRECT, NO ACTION IS REQUIRED ON YOUR PART.

If you have questions regarding this notice, you may visit the Assessor-County Clerk-Recorder website at www.RiversideACR.com and look for the section titled "Real Estate Fraud". Please be aware that this notice is generated and mailed by an outside source on behalf of the Assessor-County Clerk-Recorder for Riverside County.

If you are unaware of this transaction, you may wish to contact the County of Riverside District Attorney's Real Estate Fraud Unit by sending an email to REFFraudUnit@RivCoDa.org or by calling 1-877-723-7779. You may also fill out a Real Estate Fraud Complaint Form, which can be forwarded to the District Attorney's office. This form may be found on the District Attorney's website at: www.RivCoDa.org. From the home page click "Real Estate Fraud" and on the next page click "Real Estate Complaint Form". You may also telephone your local law enforcement agency to have this matter investigated.

Sincerely,

LARRY W. WARD
Assessor-County Clerk-Recorder
P.O. Box 751, Riverside, CA 92502-0751
(951) 486-7000 www.RiversideACR.com

PAUL E. ZELLERBACH
District Attorney
3960 Orange Street, Riverside, CA 92501
(951) 955-5400 www.RivCoDa.org

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax



**COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR**

Palm Springs Office
997 E Tahquitz Canyon Way, Suite A
Palm Springs, CA 92262

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

October 30, 2013

SUNSET CAPITAL
C/O TROY J LANE TRUST, MEMBER
PO BOX 22218
MESA, AZ 85277

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 458040027-4 Item: 129
Situs Address:
Assessee: Sunset Capital
Date Sold: August 20, 2013
Date Deed to Purchaser Recorded: October 2, 2013
Final Date to Submit Claim: October 2, 2014

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Adrian Potenciano
Deputy

08/12/2014

Arizona Corporation Commission
State of Arizona Public Access System

4:59 PM

Jump To...

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Corporate Inquiry	
File Number: L-0860324-7 LATEST DATE TO DISSOLVE 12/17/2023	<input type="button" value="Check Corporate Status"/>
Corp. Name: SUNSET CAPITAL, LLC.	

Domestic Address	
4860 E BASELINE RD #107	
MESA, AZ 85206	

Statutory Agent Information	
Agent Name: JACK LANE	
Agent Mailing/Physical Address:	
4860 E BASELINE RD #107	
MESA, AZ 85206	
Agent Status: APPOINTED 12/16/1998	
Agent Last Updated: 11/03/2011	

Additional Corporate Information	
Corporation Type: DOMESTIC L.L.C.	Business Type:
Incorporation Date: 12/16/1998	Corporate Life Period:
Domicile: ARIZONA	County: MARICOPA
Approval Date: 12/16/1998	Original Publish Date: 01/21/1999
Status: LATEST DATE TO DISSOLVE	Dissolution/Withdrawal Date: 12/17/2023

Manager/Member Information	
ASPEN PEAK INVESTMENTS LLC MEMBER 123 W NYE LN #129 CARSON CITY, NV 89706 Date of Taking Office: 07/31/2013 Last Updated: 08/05/2013	TROY J LANE TRUST MEMBER PO BOX 22218 MESA, AZ 85277 Date of Taking Office: 07/31/2013 Last Updated: 08/05/2013

ERIC A LANE MEMBER 4860 E BASELINE RD #107 MESA,AZ 85206 Date of Taking Office: 07/31/2013 Last Updated: 08/05/2013	JACK LANE MEMBER 4860 E BASELINE RD #107 MESA,AZ 85206 Date of Taking Office: 12/16/1998 Last Updated: 11/03/2011
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Scanned Documents

(Click on gray button - if present - to view document - will open in a new window.)

(If gray button is not present, please check back later.)

Document Number	Description	Date Received
03598751	CHANGE(S)	10/07/2011
04327375	AMENDMENT	07/31/2013

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Amendments

Amendment Date	Amendment Type	Publish Date	Publish Exception
07/31/2013	AMENDMENT		WAIVE

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Microfilm

Location	Date Received	Description
11290014035	12/16/1998	ARTICLES OF ORGANIZATION
20235072040	01/21/1999	PUBLICATION OF ARTICLES OF ORGANIZATION
11934015008	04/06/2012	LEGAL DOCUMENT

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- [Arizona Corporation Commission Home Page](#)



ARIZONA CORPORATION COMMISSION

August 5, 2013

TROY LANE
PO BOX 22218
MESA, AZ 85277

RE: SUNSET CAPITAL, LLC.
File Number: L08603247

We are pleased to notify you that your Amendment to Articles of Organization for the above referenced limited liability company **HAS BEEN APPROVED**.

No publication is required.

We strongly recommend that you periodically monitor your company's record with the Commission, which can be viewed at www.azcc.gov/divisions/corporations. If you have questions or need further information, please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona residents only) at 1-800-345-5819.

CF:10
REV. 01/2009

USE A SEPARATE COVER SHEET FOR EACH DOCUMENT

ARE YOU FILING: New Entity Change to existing entity Re-submission/Correction

PLEASE COMPLETE ALL APPROPRIATE SECTIONS
 Type in Corp/LLC Name: Sunset Capital LLC

FILING TYPE	REGULAR SERVICE FEE	EXPEDITED SERVICE FEE
<input type="checkbox"/> Articles of Domestication	\$100.00	\$135.00
<input type="checkbox"/> Articles of Incorporation (Profit)	\$ 60.00	\$ 95.00
<input type="checkbox"/> Articles of Incorporation (Non Profit)	\$ 40.00	\$ 75.00
<input type="checkbox"/> Articles of Organization (Limited Liability Company)	\$ 50.00	\$ 85.00
<input type="checkbox"/> Application For Authority (Business)	\$175.00	\$210.00
<input type="checkbox"/> Application to Conduct Affairs (Non Profit)	\$175.00	\$210.00
<input type="checkbox"/> Application for New Authority	\$175.00	\$210.00
<input type="checkbox"/> Application for Registration	\$150.00	\$185.00
<input checked="" type="checkbox"/> Articles of Amendment	<input checked="" type="checkbox"/> \$ 25.00	\$ 60.00
<input type="checkbox"/> Articles of Amendment & Restatement	\$ 25.00	\$ 60.00
<input type="checkbox"/> Articles of Correction	\$ 25.00	\$ 60.00
<input type="checkbox"/> Articles of Merger/Share Exchange	\$100.00	\$135.00
<input type="checkbox"/> Articles of Merger (Limited Liability Company)	\$ 50.00	\$ 85.00
<input type="checkbox"/> Affidavit of Publication	\$ 0.00	\$ 35.00
<input type="checkbox"/> CORPORATIONS - Certified Copies* <small>*If copies are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$5.00 Each () (Enter Quantity)	<input type="checkbox"/> \$40.00 () (Enter Quantity)
<input type="checkbox"/> LLCs - Certified Copies* <small>*If copies are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$10.00 Each () (Enter Quantity)	<input type="checkbox"/> \$45.00 () (Enter Quantity)
<input type="checkbox"/> Good Standing Certificate* <small>*If Good Standing Certificates are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$10.00 Each () (Enter Quantity)	<input type="checkbox"/> \$45.00 () (Enter Quantity)
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Regular Fee	<input type="checkbox"/> Expedite Fee

SELECT PAYMENT TYPE:

DO NOT WRITE YOUR CREDIT CARD NUMBER ON THIS FORM!

Check Check # _____ Check Amount \$ _____

M.O.D. Account MOD Acct # _____ Mod Amount \$ _____

Cash -- for in-person filings only (Do not send cash in the mail.) Cash Amount \$ _____

Credit Card -- for in-person filings only CC Amount \$ 95.00

No fee required

SELECT ONE RETURN DELIVERY OPTION:

E-mail: _____ Fax # () _____ Mail Pick Up

REQUIRED : Please list the person or company who will be picking up the completed documents.
DOCUMENTS WILL BE MAILED IF THEY ARE NOT PICKED UP IN A TIMELY MANNER (APPROXIMATELY TWO WEEKS).

Person or Company Name: Troy Lane Phone Number: 480-221-0264

Address: P.O. Box 20218

City: Mesa State: AZ Zip: 85277

PICK-UP BY: _____ **FOR ARIZONA CORPORATION COMMISSION USE ONLY** **DATE:** _____

View current process times at: www.azcc.gov/Divisions/Corporations

RECEIVED
 JUL 31 2013
 ARIZONA CORP. COMMISSION
 CORPORATIONS DIVISION



JUL 31 2013

FILE NO. L-08603247

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

ARTICLES OF AMENDMENT

Read the Instructions L015i

1. ENTITY NAME – give the exact name of the LLC as currently shown in A.C.C. records:

Sunset Capital LLC

2. A.C.C. FILE NUMBER: L-0860324-7

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

CHECK THE BOX NEXT TO EACH CHANGE BEING MADE AND COMPLETE THE REQUESTED INFORMATION FOR THAT CHANGE.

3. ENTITY NAME CHANGE – type or print the exact NEW name of the LLC in the space below:

4. MEMBERS CHANGE (CHANGE IN MEMBERS) – see Instructions L015i – Use one block per person - FOR MEMBERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each member being changed, and below that provide any new information for that member (new name and/or address), then check all boxes that apply to indicate the change being made for that member. FOR NEW MEMBERS – in a separate block, list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, complete and attach the Amendment Attachment for Members form L044.

Name currently shown in ACC records Aspen Peak Investments LLC			Name currently shown in ACC records Eric A Lane		
NEW Name 123 W Nye Ln 129			NEW Name 4860 E. Baseline Rd 107		
Address 1			Address 1		
Address 2 (optional) Carson City		Nv	89706	Address 2 (optional) Mesa	
City	State or Province	Zip	City	State or Province	Zip
UNITED STATES			UNITED STATES		
Country			Country		
<input type="checkbox"/> Address change	<input checked="" type="checkbox"/> Add as 20% or more member		<input type="checkbox"/> Address change	<input type="checkbox"/> Add as 20% or more member	
<input type="checkbox"/> Name change	<input type="checkbox"/> Add as less than 20% member		<input type="checkbox"/> Name change	<input checked="" type="checkbox"/> Add as less than 20% member	
	<input type="checkbox"/> Remove member			<input type="checkbox"/> Remove member	
Name currently shown in ACC records Troy Lane			Name currently shown in ACC records		
NEW Name Troy J Lane Trust			NEW Name		
Address 1 PO Box 22218			Address 1		
Address 2 (optional) Mesa		Az	85277	Address 2 (optional)	
City	State or Province	Zip	City	State or Province	Zip
UNITED STATES					
Country			Country		
<input type="checkbox"/> Address change	<input type="checkbox"/> Add as 20% or more member		<input type="checkbox"/> Address change	<input type="checkbox"/> Add as 20% or more member	
<input checked="" type="checkbox"/> Name change	<input type="checkbox"/> Add as less than 20% member		<input type="checkbox"/> Name change	<input type="checkbox"/> Add as less than 20% member	
	<input type="checkbox"/> Remove member			<input type="checkbox"/> Remove member	

5. **MANAGERS CHANGE (CHANGE IN MANAGERS)** - Use one block per person - FOR MANAGERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each manager being changed, and below that provide any new information for that manager (new name and/or address), then check all boxes that apply to indicate the change being made for that manager. FOR NEW MANAGERS - in a separate block, list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, complete and attach the Amendment Attachment for Managers form L043.

Name currently shown in ACC records			Name currently shown in ACC records		
NEW Name			NEW Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State or Province	Zip	City	State or Province	Zip
Country			Country		
<input type="checkbox"/> Address change	<input type="checkbox"/> Add as manager		<input type="checkbox"/> Address change	<input type="checkbox"/> Add as manager	
<input type="checkbox"/> Name change	<input type="checkbox"/> Remove manager		<input type="checkbox"/> Name change	<input type="checkbox"/> Remove manager	

6. **MANAGEMENT STRUCTURE CHANGE** - see Instructions L015i - check only one box below and follow instructions:
- CHANGING TO MANAGER-MANAGED LLC - complete and attach the Manager Structure Attachment form L040. *The filing will be rejected if it is submitted without the attachment.*
 - CHANGING TO MEMBER-MANAGED LLC - complete and attach the Member Structure Attachment form L041. *The filing will be rejected if it is submitted without the attachment.*

7. **STATUTORY AGENT CHANGE - NEW AGENT APPOINTED** - see Instructions L015i:

7.1 REQUIRED - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the NEW statutory agent:			7.2 OPTIONAL - mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):		
Statutory Agent Name (required)					
Attention (optional)			Attention (optional)		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State	Zip	City	State	Zip
7.3 REQUIRED - the <u>Statutory Agent Acceptance</u> form M002 must be submitted along with these Articles of Amendment.					

8. **STATUTORY AGENT ADDRESS CHANGE - ADDRESS OF CURRENT STATUTORY AGENT** - complete 8.1 and/or 8.2:

8.1 NEW physical or street address (not a P. O. Box) in Arizona of the existing statutory agent:			8.2 NEW mailing address in Arizona of the existing statutory agent (can be a P.O. Box):		
Attention (optional)			Attention (optional)		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State	Zip	City	State	Zip

9. ARIZONA KNOWN PLACE OF BUSINESS ADDRESS CHANGE:

9.1 Is the NEW Arizona known place of business address the same as the street address of the statutory agent?

- Yes - go to number 10 and continue
 No - go to number 9.2 and continue

9.2 If you answered "No" to number 9.1, give the NEW physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona:

Attention (optional)		
Address 1		
Address 2 (optional)		
City	State or Province	Zip
Country		

10. DURATION CHANGE - check one to indicate the NEW duration or life period of the LLC:

- Perpetual
 The LLC's life period will end on this date: _____ (enter a date - mm/dd/yy)
 The LLC's life period will end upon the occurrence of this event:

_____ (describe an event)

11. ENTITY TYPE CHANGE - if changing entity type, check one and follow instructions:

- Changing to a PROFESSIONAL LLC - number 12 must also be completed.
 Changing to a NON-PROFESSIONAL LLC (professional LLC becoming a regular LLC).

12. PROFESSIONAL SERVICES CHANGE - describe the NEW type of professional services the professional LLC will render:

13. OTHER AMENDMENT - if an amendment was made that was not addressed by the check boxes on this form, then you must attach to these Articles of Amendment a complete copy of the LLC's written amendment.

SIGNATURE: By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

 I ACCEPT
 Signature: _____ Printed Name: Troy Lane Date (mm/dd/yy): 07/30/2013

REQUIRED - check only one and fill in the corresponding blank if signing for an entity:

<input type="checkbox"/> This is a manager-managed LLC and I am signing individually as a manager or I am signing for an entity manager named: _____	<input checked="" type="checkbox"/> This is a member-managed LLC and I am signing individually as a member or I am signing for an entity member named: Troy J Lane Trust
---------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Filing Fee: \$25.00 (regular processing)
 Expedited processing - add \$35.00 to filing fee.
 All fees are nonrefundable - see Instructions.

Mail: Arizona Corporation Commission - Corporate Filings Section
 1300 W. Washington St., Phoenix, Arizona 85007
 Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are public records and are open for public inspection.
 If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

JIM IRVIN
COMMISSIONER-CHAIRMAN

RENZ D. JENNINGS
COMMISSIONER

CARL J. KUNASEK
COMMISSIONER



ARIZONA CORPORATION COMMISSION

JACK ROSE
EXECUTIVE SECRETARY

JOANNE C. MACDONNELL
DIRECTOR, CORPORATIONS DIVISION

JACK LANE
1901 E. UNIVERSITY
3200
MESA, AZ 85203

RE: SUNSET CAPITAL, LLC.
File Number: L-0860324-7

We are pleased to notify you that your Articles of Organization were filed on December 16, 1998.

You must publish a notice of the filing of your Articles of Organization. The publication must be in a newspaper of general circulation in the county of the known place of business, for three (3) consecutive publications.

For your convenience we have provided a Notice of Publication form. Please complete this form, in its entirety, and submit to the newspaper of your choice. An affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing WITHIN NINETY (90) DAYS from the file date.

If you have any questions or need further information, please contact us at (602) 542-3135 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,

JANET TAYLOR
Examiner
Corporations Division
Arizona Corporation Commission

LL:13
Rev: 4/97

EXPEDITED
AZ CORP COMMISSION
FILED

Dec 16 12 21 PM '98

APPROVED
DATE 12/16/98
TERMS
CAT

L 0860524-7

STATE OF ARIZONA
ARTICLES OF ORGANIZATION
SUNSET CAPITAL, LLC.
A LIMITED LIABILITY COMPANY

1. **Name:** The name of the limited liability company is SUNSET CAPITAL, LLC.
2. **Registered Office:** The address of the registered office of the limited liability company is: 1901 E. University, Ste. 200, Mesa, Arizona 85203.
3. **Agent for Service of Process:** Jack Lane of 1901 E. University, Ste. 200, Mesa, Arizona 85203, is appointed, and by his/her signature below accepts appointment, to act as the agent for service of process.
4. **Members at Time of Formation:** There will be one or more member(s) at the time the limited liability company is formed.
5. **Date of Dissolution:** The limited liability company will exist for a period of 25 years, and will dissolve on December 17, 2023.
6. **Management:** Management of the Limited Liability Company is at the time of formation of the Limited Liability Company and reserved for the member(s) whose name and address are as follows:

Managing Member(s): Jack Lane
1901 E. University, #200
Mesa, Arizona 85203

Troy Lane
1901 E. University, #200
Mesa, Arizona 85203



Jack Lane



Troy Lane

I, Jack Lane, having been designated to act as Agent for Service of Process, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.



Jack Lane, Agent for Service of Process

NOTICE
(for publication)

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA
CORPORATION COMMISSION FOR

I

Name: Sunset Capital, LLC

II

The address of the registered office is: 1901 E. University #200
Mesa, AZ 85203

The name and address of the Statutory Agent is: Jack Lane
1901 E. University #200 Mesa, AZ 85203

III

(Please check A or B.)

A. Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

(Please check appropriate box)

Jack Lane member manager

Troy Lane member manager

_____ member manager

_____ member manager

OPERATING AGREEMENT
OF
SUNSET CAPITAL, LLC
AN ARIZONA LIMITED LIABILITY COMPANY

1. Effective Date: JANUARY 15, 1999
Effective Place of Execution: ARIZONA
3. Fiscal Year: DECEMBER 31ST
4. Members: Members are set forth on the Schedule of Members and Contributions to Capital attached as Exhibit A to this certificate.
5. Attorney Who Drafted This Agreement:
6. Principal Place of Business (Hereinafter Company Location): ARIZONA
7. Address of Office where Records under ARS statutes Are Kept: 1901 E. UNIVERSITY, STE. 200, MESA, ARIZONA 85203
8. Name and Address of Agent for Service of Process: JACK E LANE OF 1901 E. UNIVERSITY, STE. 200, MESA, AZ 85203.
9. Character of Business: The character of the business of the Limited Liability Company (hereafter "LLC") is the transaction of any and all lawful business under the laws of the State of Arizona.
10. Documents Incorporated by Reference:
Exhibit A Schedule of Members and Contributions to Capital
Exhibit B Statement of Amounts of Cash, Property or Services Contributed by Each Member
Exhibit C Project Management Agreement

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Part 1 Organization

1. Name. Name of the LLC is set forth on the caption page hereof.
2. Character of Business. Character of the business is set forth on the caption page hereof.
3. Location. Principal place of business of the LLC is as set forth on the caption page or at any other place, within or without the State of Arizona, as the members shall determine.
4. Members. Agreement is entered into by the members whose names and addresses are designated on Exhibit A annexed hereto.
5. Term. Term of this LLC shall be 25 years, commencing as of the day and year subscribed herein, unless the LLC is sooner completely terminated and dissolved.
6. Annual Meeting. Annual meeting of the members of the LLC shall be held on the second to last Wednesday before the end of the fiscal year, or at any other time as the members shall decide.
7. Trust Corporation, Partnership, or other LLC as Member. If a trust, corporation, partnership or other LLC is a member, the death, incompetence, insolvency, or assignment by any beneficiary, shareholder, partner, or member of such entity who has a beneficial or ownership interest of 50% or more of that other entity shall, for the purpose of this agreement, constitute the death, incompetence, insolvency, or assignment by the said member who is a party to this agreement.

Part 2 Contributions

1. **Original Contributions.** Each member shall contribute, as of the date of this agreement, the cash, property, or services valued at the amount set forth opposite his respective name in Exhibit B annexed hereto, which shall constitute the initial contribution of capital to the LLC.
2. **Additional Contributions.** Additional capital is required, the members may make contributions in proportion to the manner in which profits are shared. Additional capital may be contributed in disproportionate amounts upon written consent of the members. Capital contributed by any member in excess of such proportionate share shall be deemed a loan to the LLC in the amount of such excess. Any such loan shall be repayable as the members may agree at the time of such contribution or from time to time and shall bear interest until repaid at the prime rate plus two percentage points at the bank where the LLC funds are deposited, but at no less than 8% per annum.
3. **Loaned Property.** All property originally brought into the LLC is LLC property. Any contrary intent as to any particular items of property shall be indicated by either written notice to the remaining members or a descriptive label on the particular item.
4. **Return of Contribution.** Capital contribution of each member is to be returned only upon the complete dissolution and termination of the LLC. A member has, however, the right to withdraw from the LLC if such withdrawal is effected in the manner as provided for in this agreement.
5. **Limitation on Withdrawal.** A member shall not be entitled to withdraw any initial or additional capital during the existence of the LLC unless and to the extent that the members so agree, except as provided in this agreement. If it shall ever be deemed advisable to reduce the amount of capital, the amount of such reduction shall be determined by the managing member or members, and the same shall be distributed to the members ratably according to their respective interests in the capital of the LLC.
6. **Interest on Capital Contributions.** Interest shall be paid on original or any subsequent contributions to capital.
7. **Treatment of Loans.** As permitted in this agreement, shall be upon promissory notes made and delivered to or by the LLC. The interest rate and method of repayment shall be set forth clearly on the face of such notes. Any loan not handled in this manner shall be deemed an advance, shall not bear interest, and shall be payable within 90 days after written demand.
8. **Capital Account.** There shall be maintained, in the name of each member, a capital account. Any increase or decrease in the value of the LLC on any valuation date shall be credited or debited, respectively, to each member's capital account on that date. Any other method of evaluating each member's capital account may be substituted for this method, provided that such substituted method results in exactly the same valuation as previously provided herein.
9. **Return of Contribution in Property Other than Cash.** Members are given the right to demand and receive property other than cash in return for their contributions, subject to the terms and conditions of any written agreement signed by all members.

Part 3

Profits and Losses

Fiscal Year. Fiscal year of the LLC shall be that set forth on the caption page hereof.

2. Salaries to Members. Member shall receive a salary for services rendered to the LLC except as the members may unanimously authorize. The managing member set forth in Exhibit C, shall receive a salary for services rendered as stated in the Project Management Agreement.
3. Allocation of Income. At any time this LLC would be deemed an investment company under Internal Revenue Code §721(b), then the contribution of specific assets to the formation of the LLC shall be traced to the contributing member. Contributing member shall be allocated all income, gain, or loss and deduction with respect to such property as provided in the Committee Reports P.L.10, under Internal Revenue Code §721.
4. Salary Winding Up. Salary will be paid to a member for services performed in winding up the affairs of the LLC, under any applicable provisions of the Arizona Limited Liability Company Act, in a reasonable amount as agreed between the parties having an interest in the LLC or by arbitration.
5. Draws. Member may draw out of the LLC account during the fiscal year such amount as the members may from time to time determine. Each member's share of profits and losses of the LLC shall be credited or charged, respectively, to his drawing account. The members may determine to charge any loss to the members' capital accounts and to transfer amounts from the members' drawing accounts to their capital accounts. All such charges and transfers shall be in proportion to each member's respective interest in losses and profits of the LLC.
6. Draws in Excess of Profit Share. If any member draws out more than his share of net profits for such year, as determined by the annual review, he shall immediately repay that excess within ten days and, upon failing to do so, shall execute a promissory note bearing interest at the maximum legal rate until his share of the profits shall be available to repay the principal and interest due on the note; if sufficient profits are not available within one year to repay the note with interest, he shall in all events pay it within one year of the audit.
7. Profits and Losses. Members shall share profits and losses of the LLC in the same percentages as their respective Percentage of Ownership and Percentage of Profit Distribution as set forth in Exhibit A to this agreement, or according to the capital accounts as determined by the accountant for the LLC at the end of each fiscal year, if there is a variance from the percentages set forth in the latest Exhibit A to this agreement and any amendments hereto.
8. Formula for Profit Determination. Determining the net profits of the LLC for any accounting period, the deductions from gross receipts of the LLC shall include:
 - a. Disbursements made by or on behalf of the LLC for the usual and customary expenses of conducting the business;
 - b. Taxes chargeable to the LLC as such and paid by it;
 - c. Adequate reserves for taxes accrued or levied but not yet payable;
 - d. Interest on all interest-bearing loans of the LLC;
 - e. Salaries paid to employees and to members;
 - f. Adequate reserves for depreciation of LLC property and for contingencies, including bad accounts;
 - g. Proper allowance for all liabilities accruing; and
 - h. Any and all other disbursements, incidental to the conduct of the business, made by the LLC during such accounting period, except payments to members on account of LLC profits.
9. Losses in Excess of LLC Contributions. No member shall be obligated under any circumstances to invest in this venture any sum in excess of his original contribution, but he may contribute additional capital as provided in paragraph 2.2 (Additional Contributions).
10. Discretion on the Distribution of Profits. Other provisions notwithstanding, the earnings of the LLC shall be distributed at least annually except that all or some of the earnings may be retained by the LLC and transferred to LLC capital for the reasonable needs of the business as determined at the sole discretion of the members.

Part 4 Management

1. **Management Duties and Limitations of Members.** The members shall have equal rights to participate in the management of the LLC. Unless otherwise provided by this agreement, all decisions shall be by majority vote, and each member shall be entitled to one vote. No member shall, without the consent of the other members:
 - a. Borrow or lend money or make and deliver any commercial paper, mortgage or security agreement on behalf of the LLC.
 - b. Sell or contract to sell any LLC property other than the type sold in the ordinary course of LLC business.
 - c. Assign, sell or encumber his interest in the LLC
 - d. Become a surety, guarantor or accommodation party on any obligation.
2. **Rights, Powers and Liabilities of Members.** A member shall have all the rights and powers and be subject to all the restrictions and liabilities necessary to carry out the business of the liability company, except that, without the written consent or ratification of the specific act by all the members, a member has no authority to:
 - a. Do any act in contravention of the Articles of Organization or this Agreement.
 - b. Do any act which would make it impossible to carry on the ordinary business of the LLC.
 - c. Confess a judgment against the LLC.
 - d. Possess LLC property, or assign his or her rights in specific LLC property, for other than an LLC purpose.
 - e. Admit a person as a member.
 - f. Continue the business with LLC property on the withdrawal, death, retirement or insanity of a member.
3. **Books of Account.** LLC shall keep books of account adequate for its purposes. The books of account shall be maintained at its principal place of business and shall be open at all times to inspection and copying by any member. The books of account shall be reviewed at the end of each fiscal year by a public accountant selected by the members. Every member shall have access to and may inspect or copy the LLC books as provided under the applicable provisions of the Arizona Limited Liability Company Act. The books shall also, upon reasonable request, be open to the inspection of the executor, administrator or guardian of any deceased or legally incapacitated member.
4. **Basis of Accounting.** LLC books shall be kept on a cash or accrual basis, based on the recommendations of the accountant or lawyer and approved by a majority of the members.
5. **Financial Statements.** At the end of the annual accounting period, or more frequently as may be prescribed, or as soon thereafter as is practicable, the members shall direct the preparation of financial statements reflecting the transactions of the LLC for the preceding period. Such statements shall consist of a balance sheet, profit and loss statement, statement of changes in members' capital and income, and such other information as the members deem advisable. Copies in writing of such statements shall be furnished and delivered to each member; additional copies of such statements shall be kept in the office specified under ARS for a period of not less than three years. Each member's earnings and losses shall be determined by the provisions of this LLC agreement, as set forth elsewhere in this agreement and the Arizona Limited Liability Company Act. At the end of each quarter, the members shall determine the cash requirements for the succeeding quarter and any cash on hand in excess of such determined requirements shall be distributed ratably to the members.
6. **Banking.** All LLC funds shall be deposited in an account in a bank or other financial institution selected by the members. All withdrawals from that account shall be made only for LLC purposes and upon the signature of any person so authorized by the members.
7. **Brokerage Account.** LLC may select a broker and enter into such agreements with the broker as required for the purchase or sale of stocks, bonds and securities. Stocks, bonds and securities owned by the LLC shall be registered

in the LLC name unless another name shall be designated by the LLC

8. **Transfer of Securities.** Any corporation or transfer agent called upon to transfer any stocks, bonds or securities to or from the name of the LLC shall be entitled to rely on instructions or assignments signed by any one of the members designated by the LLC to make withdrawals from the LLC bank account, without inquiry as to the authority of such persons, or as to the validity of any transfer to or from the name of the LLC. At the time of transfer, the corporation or transfer agent is entitled to assume (a) that the LLC is still in existence and (b) that this agreement is in full force and effect and has not been amended unless the corporation has received written notice to the contrary.
9. **Written Minutes.** Minutes of the business transacted at LLC meetings shall be made and retained at the LLC's business office only if requested by any member. Generally, minutes will not be made unless so requested.
10. **Meetings.** Of the members may be called at any time by any member upon reasonable notice in writing, unless waived during such meeting.
11. **Place of Meetings.** Of the members may be held at such place within or without the State of Arizona as a majority of the members shall appoint.
12. **Managing Member Powers.** Members shall have full, exclusive and complete discretion in the management, operation, direction and control of the affairs of the LLC for the purposes herein stated and shall make all decisions affecting its affairs. Where there are multiple members and no managing member has been designated in writing by the members, then all members may together, by written concurrence, perform all acts and exercise all powers of the managing member. The members may at any time in writing designate a managing member, who shall be one of the members, to exercise the complete control of the supervision and coordination of all LLC activities for a given fiscal year. The managing member shall manage and control the affairs of the LLC to the best of his ability and shall use his best efforts to carry out the character of its business and to perform the duties as set forth in this agreement, including but not limited to the following powers:
 - a. **To Sell.** Sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part of the LLC property, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as he deems advisable. Any lease made by the managing member (or members) may extend beyond the period fixed by statute for leases made by LLCs and beyond the duration of the LLC
 - b. **To Invest.** To invest and reinvest the LLC assets, both principal and income if accumulated, in any property or undivided interests therein, wherever located, including bonds, notes (secured and unsecured), stock of corporations (including stock of managing member or members), real estate (or any interest therein), and interests in trusts, including common trust funds, without being limited by any statute or rule of law concerning investments of LLCs and to hold on deposit or to deposit any funds in one or more banks in any form of account whether or not interest
 - c. **To Hold Property.** To retain, without liability for loss or depreciation resulting from such retention, original property, real or personal, received by him from the LLC, including but not limited to stocks and securities, for such time as to him shall seem advisable; although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other LLC assets, and although it represents a large percentage or all the LLC assets, that original property may accordingly be held as a permanent investment.
 - d. **To Operate Business.** To operate and manage, at the sole risk of the LLC and not at the risk of the managing member, any property or business received by him, as long as he deems advisable; the managing member is authorized to incorporate any unincorporated business received hereunder; to accept beneficial employment with or from any business in which the LLC may be interested, whether by way of stock ownership or otherwise, and even though the interests of the LLC in the business shall constitute a majority interest therein, or the complete ownership thereof; and to receive appropriate compensation from such business for such employment.
 - e. **To Lease.** Lease property upon any terms or conditions and for any term of years although extending beyond the period of the LLC
 - f. **To Develop.** Develop, improve, lease, partition, abandon, subdivide, dedicate as parks, streets and alleys, and grant easements and rights with respect to any real property or improvements of this LLC, and to improve, construct, repair, alter, reconstruct, or demolish any such improvements, and to lease for any periods, all or any part of the LLC assets, upon such terms and conditions and for such considerations as he deems advisable. Lease may be made for such period of time as the managing member deems proper, without regard to the duration of the LLC or any statutory restriction on leasing and without the approval of any court.
 - g. **To Insure and Change.** Insure, improve, repair, alter and partition real estate, erect or raze improvements, grant easements, subdivide, or dedicate property to public use.
 - h. **To Register.** To cause any of the investments which may be delivered to or acquired by him to be

registered in his name or in the name of his nominee; any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investment submitted for transfer; to retain any investment received in exchange in any reorganization or recapitalization.

i. **To Acquire Stock Rights.** To acquire stock and securities of a corporation by the exercise of rights to acquire stock and securities issued in connection with the stock of any corporation comprising a portion of the LLC property, including but not limited to the following: vote in person or by general or limited proxy with respect to any shares of stock or other securities held by him; to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any corporation in which the LLC may have any interest, or to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments and to take any steps which he may deem necessary or proper to enable the LLC to obtain the benefit of such transaction.

j. **To Employ Agents.** Employ agents, experts and counsel, investment or legal, even though they may be associates with, employed by, or counsel for any of the members; and to make reasonable and proper payments to such agents, experts or counsel for services rendered.

k. **To Dissolve Corporations.** Enter into an agreement making the LLC liable for a prorata share of the liabilities of any corporation which is being dissolved, and in which stock is held, when, in his opinion, such action is in the best interests of the LLC

l. **To Contract.** Complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts or any other obligations which the LLC may owe or be a party to or which may be liens or charges against any property of the LLC, although the LLC may not be liable thereon, in such manner as he may deem advisable; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the LLC against others or of others against the LLC as he may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which he may deem advisable.

m. **To Borrow.** To borrow money for any purpose connected with the protection, preservation or improvement of the LLC assets whenever in his judgment advisable, and as security to mortgage or pledge any real estate or personal property forming a part of the LLC assets upon such terms and conditions as he may deem advisable.

n. **To Set Up Reserves.** Set up, out of the rents, profits or other income received, if any, reserves for taxes, assessments, insurance premiums, repayments of mortgage or other indebtedness, repairs, improvements, depreciation, obsolescence and general maintenance of buildings and other property, and for the equalization of payments to or for members entitled to receive income, as he shall deem advisable.

o. **To Determine Value.** Determine the market value of any investment of the LLC for any purpose on the basis of such quotations or information as the managing member may deem pertinent and reliable without any limitation whatsoever; to distribute in cash or in kind upon partial or final distribution.

p. **To Pay Costs.** To pay all costs, charges and expenses of the LLC and pay or compromise all taxes pertaining to the administration of the LLC which may be assessed against it or against the managing member on account of the LLC or the income thereof.

q. **To Purchase Insurance.** To carry insurance against such risks and for such amounts and upon such terms as the managing member deems necessary and for the protection of the managing member or any member of the LLC, and to purchase policies of insurance on the life of any other person in whom the LLC may have an insurable interest, and to continue in effect or to terminate any life insurance policy which may be owned or held by any the LLC; and to pay (from income or principal) any premiums or other charges, and to exercise any and all rights or incidents of ownership in connection therewith.

r. **To Buy on Margin.** Buy, sell and hypothecate securities on margin; to buy, sell and write "put and call" options; and to transact all types of securities transactions with a brokerage firm that are allowed under SEC regulations.

s. **To Inform Members.** Inform the members periodically as to the progress of acquisition, development, operation and pending disposition of the LLC property and other property owned by the LLC

t. **To Maintain Records.** To maintain complete and accurate records of the business affairs of the LLC, keeping all correspondence relating to its business and the original records of all statements, bills and other instruments furnished the LLC in connection with its business for a period of six years; and to maintain all other records required to be maintained by law.

u. **To Cause Examination of Records.** Cause the records and accounts of the LLC to be examined and reviewed as of the close of each fiscal year by an independent certified public accountant selected by the managing member, and to cause such accountant to timely prepare and furnish to each member a copy of the statement of the

financial condition of the LLC, a statement of the capital accounts of all the members, and a statement of income or loss, together with copies of the LLC tax returns in the form to be filed with the IRS and the State of Arizona.

v. **To Accept Gifts.** Accept on behalf of the LLC any contribution, gift, bequest or devise for the general purposes or for any special purpose of the LLC

w. **To Implement Powers Execution of Documents.** In order to implement his powers, to execute and deliver all deeds, assignments, leases, sub-leases, engineering and planning contracts, management contracts, maintenance contracts and construction contracts covering or affecting LLC property; to execute and deliver all checks, drafts, orders, promissory notes, mortgages, deeds of trust, security agreements and all other instruments and documents of any kind or character relating to the affairs of the LLC

x. **Additional Powers Given by Law.** Powers enumerated above shall be construed as being in addition to any other authority given or conferred upon the managing member by law.

y. **Continuation of Powers.** Managing member may exercise all powers and authority, including any discretion, after the termination of the LLC created herein until the same is finally distributed.

13. **Term of Managing Member.** Unless otherwise agreed in writing by all the members, the term of the managing member shall be one fiscal year. Upon termination of the managing member's term, another member, if there be more than one, shall automatically begin his term as managing member for the next fiscal year. The next succeeding managing member shall be the oldest member in age who has not served a term as managing member, until all have served a term, after which the rotation shall begin again. If there is only one member, he shall continue as managing member until another member qualifies.

14. **Compensation of Managing Member.** Members may authorize the payment of a prescribed salary to the managing member.

15. **LLC Transactions in Securities and Oil and Gas Interests.** Nothing in this agreement intends to prohibit any member from buying or selling securities for his own account, including securities of the same issues as those held by the LLC, and the members may buy securities from or sell securities to the LLC. Nothing in this agreement prohibits any member from dealing in any property, including oil, gas and other minerals, for such member's own account nor from dealing with and between the LLC with respect to any properties including oil, gas or other minerals.

16. **Written Reports.** 90 days after the close of each fiscal year, the members shall furnish to each member, upon request, a written report setting forth as of the end of such year:

- a. The assets and liabilities of the LLC;
- b. The net profit or net loss of the LLC;
- c. Such member's closing account and the manner of its calculation;
- d. Any other information necessary to enable such member to prepare his individual income tax returns; and
- e. Such member's LLC percentage for the succeeding fiscal year or interim period.

17. Special Power of Attorney to Member. Each member (for himself, his successors and assigns) hereby constitutes and appoints each of the members (and each person who may be subsequently substituted as a member) his true and lawful attorney-in-fact, and empowers and authorizes each such attorney-in-fact, in the name, place and stead of such member, to execute and acknowledge any and all amendments to Exhibit A attached hereto from time to time as necessary to reflect any change in the LLC of the membership or in the address or percentage of ownership of any member which occurs in accordance with the terms of this agreement; and to make, execute, sign, swear to, acknowledge and file in such place or places as may be required by law any documents, certificates, or instruments which by law may be required or permitted to be made and filed in connection with the formation or continuation of the LLC and the admission of the members in accordance with the terms of this agreement; and to include therein all information required by law and any such additional information as he may deem appropriate, hereby ratifying and confirming all actions which may be taken by said attorney-in-fact pursuant to this paragraph. The power of the attorney-in-fact hereby granted is a special power of attorney, coupled with an interest, and is irrevocable; may be exercised by any such attorney-in-fact for executing any agreement, certificate, instrument or document with the single signature of any such attorney-in-fact acting as attorney for all the members; and shall survive the delivery of an assignment by a member of the whole or a portion of his interest in the LLC, except that, where the purchaser, transferee or assignee of such interest is admitted as a substituted member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, acknowledge and file any such agreement, certificate, instrument or document necessary to effect such substitution. Such attorney-in-fact shall not, however, have any right, power or authority to amend or modify the provisions of this agreement when acting in such capacity except as permitted by law.

Part 5

Additional Members

1. **Admission of New Members.** With the written unanimous consent of the members, new members may be admitted into the LLC upon the payment of such capital contribution and upon such terms as the members unanimously decide. In the event that new members are admitted into the LLC, the share of each new member in the profits and losses shall be in such proportion as may be agreed upon between all the members and the new member.
 - a. **Signature on Operating Agreement.** For purposes of admitting new members to the LLC and setting forth the capital contributions and shares of profits and losses of new members, signing a copy of this Operating Agreement, with amended Schedule A and Schedule B, shall be all that is required to show the consent, capital contributions and shares of profits and losses as provided in this paragraph. By signing this Operating Agreement, new members shall be conclusively presumed to have read this agreement and to have become parties to this agreement as of the date of signing, and to be bound by all the terms and conditions of this agreement.
 - b. **Initial Investment.** Each additional member admitted to the LLC shall make an initial investment in the LLC of a sum based upon the then current market value of the shares of each of the individual members, as determined by initial agreement between the existing members and prospective members, and shall pay any costs that may be incurred to effectuate such additional members' admission to the LLC
 - c. **Right to Assign LLC Interest.** A member shall have the right to assign all or part of his interest in the LLC. Such an assignment shall be effective only to give the assignee the right to receive the distributions to which his assignor would otherwise be entitled.
2. **Marital Community.** If the interest of any member is held as community property, then that member's spouse does hereby ratify and confirm this agreement, consenting that his or her respective community interest in and to the LLC assets shall be embraced by the terms and provisions of this agreement. The spouse specifically agrees to execute and deliver such documents as shall be necessary and proper to effectuate and implement the intentions and purposes of this agreement. Furthermore, such spouse, in furtherance of this agreement, shall not make testamentary disposition of his or her community interest in and to the LLC assets in any manner which will contravene the terms and provisions of this agreement, and the personal representative of such spouse shall be obligated to perform this agreement.
3. **Priorities as Between Members.** Member has any right to priority over other members as to contributions or as to compensation by way of income.
4. **Compliance with Law.** Members shall sign and swear to any document required by the Arizona Limited Liability Company Act and shall cause such document to be filed as required by that Act, and shall take any other action necessary to comply with the requirements of that Act, as provided in the applicable provisions of the Arizona Limited Liability Company Act.
5. **Assignments by Operation of Law.** Any interest is transferred, assigned or conveyed to an immediate member of a member's family or to an estate of a deceased member, the members shall be notified.

Part 6

Dissolution of LLC

1. **Dissolution.** Upon entry of a decree of judicial dissolution or upon any event of withdrawal of a member or if all the members consent in writing that the LLC be dissolved, the LLC shall be dissolved and its affairs shall be wound up.
2. **Events of Withdrawal of a Member.** Except as approved by the specific written consent of all members at the time, a person ceases to be a member of the LLC upon the happening of any of the following events:
 - a. **Withdrawal.** The member withdraws from the LLC after giving all the other members 90 day prior written notice of such action;
 - b. **Assignment.** The member ceases to be a member of the LLC by assigning all his LLC interest;
 - c. **Removal.** The member is removed as a member in accordance with this LLC agreement;
 - d. **Bankruptcy or Reorganization.** The member:
 - (1) Assignment to Creditors: makes an assignment for the benefit of creditors;
 - (2) Petition for Bankruptcy: files a voluntary petition in bankruptcy;
 - (3) Adjudicated Bankrupt: is adjudicated a bankrupt or insolvent;
 - (4) Petition for Reorganization: files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
 - (5) Admission of Allegations of Bankruptcy: files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature; or
 - (6) Appointment of Receiver: seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties.
 - e. **Commencement of Proceeding for Reorganization.** One hundred twenty days after the commencement of any proceeding against the member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without his consent or acquiescence of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties, the appointment is not vacated or stayed or within 90 days after the expiration of any such stay, the appointment is not vacated;
 - f. **For Natural Person.** In the case of a member who is a natural person,
 - (1) Death: his death; or
 - (2) Incompetence: the entry by a court of competent jurisdiction adjudicating him incompetent to manage his person or his estate;
 - g. **Termination of Trust.** In the case of a member who is acting as a member by virtue of being a trustee of a trust, the termination of the trust but not merely the substitution of a new trustee;
 - h. **Winding Up of Partnership.** In the case of a member that is a partnership or separate LLC, the dissolution and commencement of winding up of the partnership or separate LLC;
 - i. **Dissolution of Corporation.** In the case of a member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or
 - j. **Distribution of Estate.** In the case of an estate, the distribution by a fiduciary of the estate's entire interest in the LLC
 - k. **According to Statute.** Any other Event of Withdrawal as provided in ARS statutes of the Arizona Limited Liability Company Act.
3. **Continuation of Business.** Within 90 days after an event of withdrawal of a member, all members may agree

in writing to continue the business of the LLC and to the appointment of one or more additional members if necessary or desired.

4. **Execution of Documents.** In the event of the continuation of the LLC by the remaining members, the former member or his legal representative, as appropriate, shall execute all documents necessary for the continuation of the LLC

5. **Name of LLC.** If the surviving members continue the business under paragraph 6.2 (Continuation of Business) they shall have the right to use the LLC's name without any further payments other than those payable to a withdrawing member under this agreement.

6. **Order of Distribution Upon Dissolution.** Upon dissolution for any reason, the order of distribution shall be as follows:

a. **Expenses.** Expenses of liquidation.

b. **Creditors.** Creditors, including members who are creditors, shall be paid and satisfied to the extent permitted by law for liabilities of the LLC other than liabilities to members for distributions under ARS statutes.

c. **Distributions under ARS statutes.** Each member or former member shall receive any distributions under ARS statutes to which he is entitled.

d. **Member's Contribution.** Each member shall receive a return of his contribution.

e. **Interest in LLC.** Each member shall receive the fair value of his interest in the LLC

f. **Specific Property.** In making the distributions pursuant to sub-paragraphs "d" and "e" of this provision, personal property (including cash) shall be distributed ratably to all the members. As to real property, the members shall seek agreement among all the members as to a disposition thereof and, failing to obtain such approval, shall:

(1) **Co-member Deed.** Cause a co-member deed to be drawn in which each member shall be named grantee of an undivided tenancy in common interest equal to his percentage interest in the LLC; and

(2) **Time of Distribution.** Such distribution in dissolution shall be effected as promptly as good business procedure permits.

7. **Preferential Rights - Procedure.** Should a member desire to withdraw from the LLC by assigning his interest to a third party, he shall have the right to do so provided: (i) all members consent to substitute the purchaser as a member; (ii) the LLC or the members are given a right of first refusal; and (iii) if the LLC elects not to exercise the right of first refusal, then the members shall be given preferential rights to purchase their ratable shares. The consent by the members to the member withdrawing and assigning to a third person shall not be unreasonably withheld, and if there be a dispute as to reasonableness, such dispute shall be determined under the procedures and provisions of the LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes) entered into by the parties prior to or concurrently with the adoption of this agreement. Prior to any sale or assignment by a withdrawing member, that withdrawing member shall set forth in writing and deliver to the other members the details of the contemplated sale or assignment.

a. **Preferential Rights - Purchase by LLC.** The LLC shall have 60 days from the date it receives the written details of the contemplated sale or assignment within which to have the LLC, consisting of the remaining members, purchase the interest offered for sale or assignment for like terms.

b. **Preferential Rights - Purchase by Other Members.** If the members cannot agree for the LLC to purchase that interest, then the other members shall have 30 days to give notice to the withdrawing member of their intent to purchase for like terms their pro-rata share of that LLC interest plus their pro-rata share of any remaining member who elects not to purchase his preferential share. The analogous common law relative to preferential rights of shareholders to purchase the shares of another shareholder shall be incorporated by reference in protecting the rights of the remaining members to exercise their rights to ratably purchase the share of the withdrawing member.

c. **Preferential Rights - Assignment to Third Party.** If the remaining members fail to purchase the LLC interest offered for sale, then the selling member may complete the sale or assignment to the third party according to the terms of the sale or assignment, provided he has complied with the provisions of this paragraph.

Voluntary Withdrawal and Sale to Third Parties. A member may sell or assign his interest to a third party provided he complies with the preferential rights defined in this agreement.

9. **Assignment to Issue of Member.** Furthermore, a member may assign to his issue, (including legally adopted issue), either by way of gift or for consideration, without complying with the preferential rights provision of this

agreement, and such assignee shall become a member to the extent of the interest which was assigned, provided all members consent in writing to the assignment. This consent shall not be unreasonably withheld, and if there is a dispute as to reasonableness, it shall be settled under the procedures and provisions of the LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes) entered into by the parties prior to or concurrently with the adoption of this agreement.

10. **Voluntary Withdrawal and Sale to Remaining Members - Purchase of Interest.** If a member elects to withdraw from the LLC and cannot comply with the preferential rights provision allowing the withdrawing member to sell or assign his interest to a third party, then the withdrawing member shall have the right to have his interest purchased by the LLC or the remaining members. The member desiring to withdraw from the LLC under this provision shall give 60 days notice of his intent to have the other members purchase his share by submitting such notice in writing, mailed to all members, with the 60 days running from the date of the postmark on the notice. If the remaining members cannot agree within that 60-day period to have the LLC purchase the withdrawing member's interest according to the terms of this agreement, then the remaining members shall be given 30 days to give notice of their intent to exercise their preferential rights to ratably purchase the interest of the withdrawing member according to the terms of this agreement. If the remaining members individually do not elect within that 30-day period, according to the terms of this agreement, to purchase all the interest of the withdrawing member, then the LLC shall within ten days thereafter give notice of its intent to purchase any portion of the withdrawing member's interest which had not been committed for purchase by the individual members. Should the LLC not purchase that remaining interest, then the LLC shall be dissolved in accordance with this agreement.

11. **Voluntary Withdrawal and Sale to Remaining Members - Value of Interest.** The LLC or members electing to purchase the withdrawing member's interest shall purchase that interest for its fair market value as determined in this agreement according to the terms of purchase prescribed for the LLC or members in this agreement (paragraphs 6.18 [Fair Market Value Determination Upon Other Withdrawals] and 6.19 [Terms of Purchase by LLC or Members]). The price which the remaining members or LLC shall pay for the interest of the withdrawing member shall be discounted 40% from the fair market value. For every year that a member remains in the LLC, the above-stated discount charged against the withdrawing member shall be reduced by one percent. For instance, if the discount is 40% and the member has had an interest in the LLC for three full years, then the discount would be reduced to 37%. The purpose of this provision is to encourage the members to remain in the LLC as long as possible before withdrawing from participation in the LLC. This provision will not prevent the members among themselves agreeing to a fair price to pay for the withdrawing member's interest.

12. **Involuntary Withdrawal Resulting from Creditors' Proceedings, Levies or Bankruptcy.** If the interest of a member is substantially affected by creditors' proceedings, levies on that member's interest, or bankruptcy or other insolvency proceedings of that member, then, in such event, this paragraph shall be applicable. In that event, the remaining members shall have the right to immediately purchase the share of the member affected by the creditors' proceedings for the fair market value determined under this agreement (paragraph 6.18 [Fair Market Value Determination Upon Other Withdrawals]), in accordance with the terms of purchase by the LLC or members (paragraph 6.19 [Terms of Purchase by LLC or Members]). However, the purchase price shall be discounted from fair market value 50% in order to compensate the LLC for the additional risks and problems resulting from the creditors' proceedings. The procedure for effectuating the purchase shall be in accordance with the preferential rights provision of this agreement.

13. **Involuntary Withdrawal Upon Death.** If a member withdraws from the LLC by reason of death, then this provision shall be applicable. The LLC or the members shall, under the preferential rights provision of this agreement, purchase the interest of the deceased member from his personal representative at the fair market value determined upon death, disability or retirement according to this agreement (paragraph 6.15 [Fair Market Value Determination Upon Death]) and upon the terms of purchase by the LLC or the members established by this agreement (paragraph 6.19 [Terms of Purchase by LLC or Members]). The price which the remaining members or the LLC shall pay for the interest of the deceased member shall be discounted 10% from the fair market value established.

14. **Voluntary or Involuntary Withdrawal in Event of Disharmony.** If the relationship among the members of the LLC becomes negative, strained, and unworkable to the point that the operations of the LLC are in jeopardy, any member may voluntarily withdraw or may be asked to withdraw by the other members. In such case, the value of the withdrawing member's interest in the LLC and the timing of the withdrawal shall be processed according to the terms and provisions of the LawForms Integrity Agreement as provided for elsewhere in this agreement. In negotiating and processing the withdrawal, the parties shall strive to minimize stress and strain on the operations of the LLC and to maximize fairness to the withdrawing member and the other members.

15. **Fair Market Value Determination Upon Death.** The fair market value shall be established for the interest of a member who withdraws by reason of death according to this provision. In the event of death, the determination under this paragraph shall be made at the date of death.

a. **Value Determined At Annual Meeting.** The members, at an annual meeting, shall determine the value of the interests of all members in the LLC. When this valuation is set by the members at an annual meeting or at any meeting under this provision, a certificate of value shall be used for this purpose and signed by each member as evidence of the value. This value, if set at the annual meeting, shall control the value should a member die, become

disabled or retire thereafter.

b. **Value if not Determined in Annual Meeting.** Should the members fail to agree on the value of the interests of the members in the LLC at an annual meeting of the members in accordance with this provision, then the purchase price shall be the total sum of the following:

(1) **According to Schedule of Interests.** The most recent agreed value as set forth in the latest schedule reflecting the values of the LLC interests, or if none has been set in the first instance, then the agreed values established for the original contributions in Exhibit B of this LLC agreement, plus

(2) **Profits or Losses.** The pro-rata amounts of the net profits or losses of the LLC from the date the valuations were fixed, up through the end of the month in which the death, disability or retirement occurred.

c. **Value if not Determined Within 18 Months of Death.** At the option of the withdrawing member or a representative of the deceased member, if a redetermination of value has not been made and endorsed on an exhibit reflecting the values of the interests of the members in the LLC within 18 months preceding the death, then the persons so electing this option shall determine the fair market value in accordance with the LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes) entered into by the parties prior to or concurrently with the adoption of this agreement.

16. **Values Determined According to Usual Accounting Practices.** The determination of net earnings or losses, in accordance with this provision, shall be made in accordance with the usual accounting practice theretofore used in determining the net earnings or losses of the LLC and shall include a reasonable allowance for federal and state income taxes for the year in which death has occurred.

17. **Members' Interest Determined by Schedule in Exhibit.** The execution by all members of the exhibit reflecting the values of the LLC interests shall reflect the agreement between and among the members that the purchase price determined by that schedule is the full value of each member's interest in the LLC, and that purchase price shall in no manner be altered, and that all assets, both tangible and intangible, if any, as well as all liabilities, including mortgages, liens or other encumbrances of any kind whatsoever, if any, of or upon the assets of the LLC have been considered in determining the value.

18. **Fair Market Value Determination Upon Other Withdrawals.** Withdrawals other than by death shall necessitate the finding of a fair market value of the interest of the withdrawing member, and such value shall be determined according to this provision. The valuation date shall be the end of the month next following the first notice of an intent to withdraw. If no notice has been given by the member, the valuation date shall be the date the LLC received notice from any source that an event of withdrawal under paragraph 6.2 (Events of Withdrawal of a Member) has occurred. The fair market value shall be determined according to the LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes) entered into by the parties prior to or concurrently with the adoption of this agreement, subject to the discounts from fair market value as determined by the applicable provisions of this agreement.

19. **Terms of Purchase by LLC or Members.** This provision establishes a fair method for the members or the LLC to purchase the interest of a withdrawing member. After the price has been determined according to the applicable provisions of this agreement, then the terms are fixed by this paragraph. The withdrawing member shall be paid by the LLC or the remaining members to the extent that they have purchased the interest of the withdrawing member by paying the withdrawing member 10% of the purchase price in cash within 30 days from the date that notice is given to the withdrawing member that the LLC or member has elected to purchase his interest. The balance of the purchase price shall be paid in consecutive monthly payments over a ten-year period, beginning one month from the date that the down payment was made. The balance of the purchase price shall be evidenced by a negotiable promissory note executed by the LLC or the members to the order of the withdrawing member or his personal representative, with interest on that balance at 1% above prime at the bank where the LLC has the majority of its accounts on the date of the down payment. The note shall be in the usual form and shall provide for the acceleration of the due date on default in the payment of the note or interest thereon after ten days written notice of that default, and shall give the makers the option of pre-payment in whole or in part at any time without penalty. At the request of the withdrawing member, the LLC or the members shall give to the withdrawing member a lien on the interest of the LLC thus purchased plus a lien on specific LLC property valued at the amount of the unpaid balance owing to secure the balance of the purchase price until it is paid in full. This lien shall include an assignment of all profits from the LLC payable from that interest in the LLC and can be enforced only if the promissory note is ever in default.

20. **Integration with Buy and Sell Agreements.** It is contemplated that the parties may execute formal buy and sell agreements, and to the extent that such buy and sell agreements are applicable, they shall supersede any corresponding provisions of this agreement relating to the purchase of a withdrawing member's share in the LLC. Furthermore, if life insurance or disability insurance is purchased to fund the payment for the share of any withdrawing member, then, in such event, the amount of that insurance shall become the down payment on the purchase of the interest of the withdrawing member, and the balance due after applying that insurance shall be memorialized in a promissory note prescribed by the terms of purchase by the LLC or the member (provision 6.19 [Terms of Purchase by

LLC or Members)).

21. Adjustment to Basis of LLC Interest. Should the successor in interest to a deceased member request the LLC to elect to adjust the basis of the LLC assets under §§743 and 754 of the Internal Revenue Code of 1986 and any amendments thereto, if such sections apply, the LLC shall do so.

22. Limitation on Purchase by LLC or Member. Other provisions notwithstanding, no member's interest shall be redeemed or sold without the concurrence of the member. The member shall decide, in his sole discretion, whether such redemption or sale is in the best interest of the LLC and withdrawing member and such authorization shall not be unreasonably withheld.

23. Allocation to Withdrawing Member. If at any time this LLC would be deemed an investment company under Internal Revenue Code §721(b), then the withdrawing member shall receive as a distribution in kind the specific property the withdrawing member contributed in the formation of the LLC under Internal Revenue Code §721.

Part 7

Miscellaneous

1. **Modification.** No amendment, modification or alteration of this agreement shall be made except upon the written agreement or authorization of all the members. This agreement shall be binding upon and inure to the benefit of each of the members and their respective widows, heirs, executors, administrators and assigns.
2. **Situs.** Agreement shall be construed and governed in accordance with the laws of the State of Arizona.
3. **Whole Agreement.** The terms of this agreement constitute the entire agreement between the parties, and the parties represent that there are no collateral agreements or agreements not otherwise provided for within the terms of this agreement.
4. **Partial Invalidity.** Any provision of this agreement is held to be invalid or unenforceable, all the remaining provisions shall nevertheless continue in full force and effect.
5. **Settlement of Discomforts and Disputes.** Any dispute or discomfort arising out of or in connection with this agreement, including disputes between or among the members, shall be settled by the negotiation, mediation and arbitration provisions of that certain LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes) entered into by the parties prior to or concurrently with the adoption of this agreement.
6. **Attorneys' Fees and Costs.** In any dispute arising between or among the members, the losing party shall pay to the prevailing party reasonable costs and expenses incurred in connection with any mediation, arbitration or suit as determined by the mediator, court or arbitrator, including attorneys' fees, court costs and the value of time lost by the prevailing party or any agent or employee of the prevailing party in participating in any arbitration or litigation in connection therewith.
7. **Notices.** All notices shall be in writing and shall be sent to the addresses specified in Exhibit A to this agreement or at such other address as a member may in writing designate. Any change of address shall be mailed to a member by certified mail, return receipt requested.
- Interpretation.** Should there be any question in the interpretation of any provision of this agreement, then an interpretation given in writing by the attorney who drew this agreement, whose name appears on the caption page, shall be binding. If that attorney is no longer practicing law at the time such interpretation is required, then a written interpretation by a senior member of the last law firm with which the named attorney practiced shall be binding. If that law firm has ceased to be in existence at the time of such interpretation, then written interpretation shall be obtained by arbitration.
9. **Parliamentary Law.** Not in conflict with these articles, Robert's Rules of Order, Revised, most recent edition, shall establish the rule of procedure at all annual and special meetings, and the provisions of that publication are incorporated by reference herein as the ruling law for this LLC
10. **Fairness Adjustment.** The parties intend a fair, balanced, and "win-win" arrangement between and among themselves. If this intent is hereafter frustrated by unusual changes in circumstances which occurred outside the control of the parties or from circumstances none of the parties reckoned with at the time of entering into this contract, and which create an undue and unreasonable hardship on any of the parties or gross inequities between the parties, then the parties desire, through fair and reasonable modifications, a rebalancing of the relationship under the LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes).

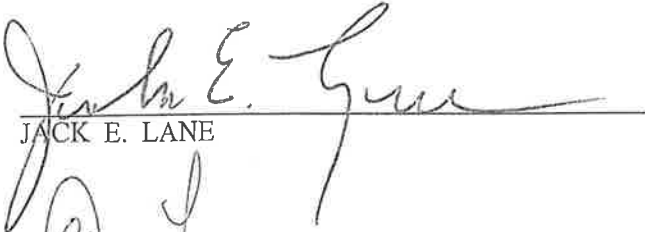
Part 8

Execution and Certification

1. **Effective Date.** This legal instrument has been executed by the parties intending that it be effective on the effective date set forth on the caption page. The parties recognize that they effectuated a meeting of the minds among themselves on that effective date and intended that this instrument take effect on that date even though, because of the exigencies of the modern world, the mechanics of drafting, the convenience of the parties, and the economy of travel, it may have been necessary to actually sign the document at a later time.
2. **Effective Place of Execution.** The parties intend that the place of execution be that county and state that is set forth in the caption of this instrument. The effective place of execution is the place that the parties intend this instrument to have been executed incorporating all laws, for purposes of conflicts of laws, which apply to that effective place of execution. The parties recognize that, due to the exigencies of the modern world, the mechanics of drafting, the convenience of the parties, and the economy of travel, this instrument may be executed by one or all the parties at some other geographic location and possibly at multiple places. However, in spite of this, they intend that it be deemed executed at the effective place of execution.
3. **Interlineations and Initials.** The parties recognize that because of the exigencies of the modern world, the mechanics of drafting, the convenience of the parties, and the economy of costs, they may have in their own handwriting made minor changes in this instrument. These minor changes have been initialed by all the parties, if any changes have been made, fore and aft of the change on all originals to prevent any extension or alteration of that change by any of the parties or others. Unless otherwise indicated by the placement of a date beside the change, these changes were intended by the parties to have occurred as of the effective date of this instrument. Any interlineated changes made by the parties after the effective date of this instrument shall be initialed by all parties, dated and have the date itself initialed fore and aft by all parties to this instrument.
4. **Execution.** All parties described in the caption as parties shall sign below and at least one of the parties shall initial all pages of all original copies of this instrument. Furthermore, all documents such as schedules, exhibits and like documents which are expressly incorporated herein shall be initialed by the parties and either exchanged or attached to the originals which are given to any party described on the caption page of this instrument. It is the intent of the parties that all pages be initialed on all originals that are exchanged in order that no substituted pages or misunderstanding shall ever become possible to create problems in satisfying the intended objectives of this instrument.
5. **Acknowledgment.** Notary Publics who have acknowledged the signatures of the various parties as designated in the acknowledgments hereof certify that this instrument was acknowledged by the signing party before the notary on the date of the notarization. If the instrument was subscribed by any of the parties in a representative capacity, then the notary ascertained that the signing party signed for the principal named and in the capacity in which that party indicated he signed.
6. **Incorporation Without Signatures.** Members incorporate by reference and adopt without separate signatures the Schedule of Members and Contributions to Capital and the Statement of Amounts of Cash, Property or Services Contributed by each Member, which are attached and which bear the same effective date as this LLC agreement.

IN WITNESS WHEREOF, the parties execute this document intending the LLC be effective on this date:
JANUARY 15, 1999

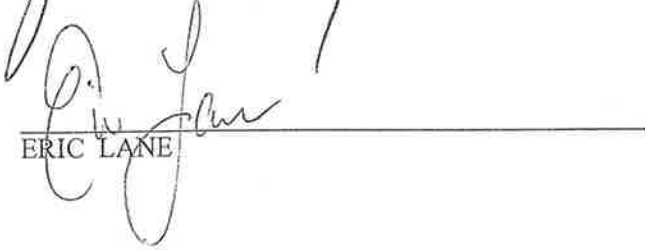
MEMBERS:



JACK E. LANE



TROY LANE



ERIC LANE

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

EXHIBIT A
Schedule of Members and Contributions to Capital

Name of LLC: SUNSET CAPITAL, LLC

Date: JANUARY 15, 1999

Name of Member	Total Capital Contribution (Book Value)	Percentage of Ownership and Percentage of Profit Distribution
JACK E. LANE	\$	45%
TROY LANE	\$	45%
ERIC LANE	\$	10%
	\$	%
TOTALS:	\$	100%

The above LLC interests are reflected on the books of the LLC as of the above date. Any changes in ownership of LLC interests from the above will be indicated on amendments to this Exhibit A and signed by the parties to this agreement.

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

EXHIBIT B
Statement of Amounts of Cash, Property
or Services Contributed by Each Member

Name of LLC: SUNSET CAPITAL, LLC

Date: JANUARY 15, 1999

Name of Member	Cash, Services or Property Contributed	Agreed Value (FMV)
JACK E. LANE		\$
TROY LANE		\$
ERIC LANE		\$
		\$
		<hr/> TOTALS:
		\$

EXHIBIT C

PROJECT MANAGEMENT AGREEMENT

THIS PROJECT MANAGEMENT AGREEMENT (this "Agreement") is made and entered into this 15th day of January, 1999, by and between Sunset Capital, LLC, an Arizona limited liability company ("Sunset"), and Jack E. Lane ("Jack").

RECITALS

A. Jack E. Lane is the Manager of Sunset Capital, LLC, an Arizona limited liability company (Sunset"), which is engaged in the business of real estate investment;

B. Jack is also retained as a project manager/independent contractor to provide services relating to identifying, investigating, negotiating for the purchase of, presenting proposed purchase and sale agreements for, managing, and negotiating for the sale of, real estate investment opportunities for Sunset; and

C. Jack desires to be retained by Sunset as a project manager/independent contractor to provide such services.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual and reciprocal covenants herein, it is agreed as follows:

1. Retention by Sunset of Jack; Acknowledgment by Jack. Pursuant to the terms and conditions hereof, Sunset agrees to retain and hereby does retain Jack, and Jack agrees to be retained and hereby acknowledges that he is retained by Sunset to provide services relating to identifying, investigating, negotiating for the purchase of, presenting proposed purchase and sale agreements for, managing, and negotiating for the sale of, real estate investment projects for Sunset.

2. Services Provided by Jack to or for the Benefit of Sunset. Jack agrees that all services provided by him pursuant to this Agreement shall be provided with the standard of care, skill, and diligence normally provided by a professional person or firm in providing similar services, under similar conditions, and in the same or a similar locality. Jack agrees to provide the following services to or for the benefit of Sunset:

a. Identifying Real Estate Investments Opportunities. Jack will develop and maintain an ongoing strong working relationship between real estate professionals, banks, developers, real estate owners, homebuilders,

contractors, and etc. (collectively "Real Estate Contacts"), in an effort to identify real estate for sale that fits within the type of investment opportunities desired by Sunset.

- b. Investigating Real Estate Investment Opportunities. After identifying each real estate investment opportunity, Jack will work with such Real Estate Contacts and others to determine whether such opportunity is an appropriate investment for Sunset.
- c. Negotiating for the Purchase of and Presenting Purchase and Sale Agreements for Real Estate. After a real estate investment opportunity has been identified, investigated and found to be an appropriate investment by Sunset, Jack will negotiate with such Real Estate Contacts as necessary to present to Sunset for approval or disapproval a purchase and sale agreement relating to such opportunity.
- d. Managing Purchased Real Estate. After Sunset has entered into a purchase and sale agreement and closed on the purchase of a particular parcel of real estate (a "Project"), Jack will manage the Project in such manner as to maximize its value.
- e. Negotiating for the Sale of Projects. As Sunset's request, Jack will negotiate with such Real Estate Contacts as necessary to present to Sunset for approval or disapproval a purchase and sale agreement relating to the Project.
- f. General. At all time, Jack will (i) conduct himself in a manner that reflects favorably at all times on Sunset and the good name, goodwill and reputation of Sunset; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to Sunset or the public; (iii) make no false or misleading representations with regard to Sunset or any Project; (iv) not publish or employ, or cooperate in the publication or employment, of any misleading or deceptive advertising material with regard to Sunset or any Project; and (v) not enter into any contract or engage in any practice detrimental to the interests of Sunset.
- g. Costs and Expenses. Sunset will pay all reasonable costs and expenses incurred by Jack in the performance of his obligations and responsibilities pursuant to this Agreement.

The foregoing listing of services to be provided by Jack is illustrative, not exhaustive.

3. Compliance with Law. In providing the services required by him hereunder, Jack shall not commit any act or fail to commit any act, which will in any way

conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

4. Scope of Control and Direction. In connection with the services to be provided by Jack hereunder, Sunset and Jack acknowledge and agree that Jack has the right to control and direct himself regarding the details and means by which his services are provided. It is mutually acknowledged and agreed that in providing his services, Jack shall at all times act and perform as an independent contractor, and Sunset shall have or exercise any control or direction over the method or manner by which Jack provides his services. Jack is not an employee or agent of Sunset. The parties acknowledge that Jack is, however, an equity owner and Manager of Sunset. Nothing in this Agreement shall be deemed to prohibit Jack from providing services to other persons during the term of this Agreement so long as Jack fulfills all obligations accepted by him hereunder.

5. Term. This Agreement is binding upon the execution date set forth above and shall continue for a period of _____ () months unless terminated earlier as provided in Paragraph 9 hereof.

6. Place of Services. Jack shall perform his services at such times and at such places as are necessary to provide Sunset with Jack's services for Sunset.

7. Compensation. Jack shall be compensated by Sunset upon the sale and closing of the property of a Project in an amount equal to 50% of net profits, upon the closing of the sale of a Project in an amount equal to 50% of net profits. Jack acknowledges and agrees that Sunset shall not provide any other benefits to Jack under this Agreement, other than the reimbursement for costs and expenses as set forth above.

8. Representations and Acknowledgements. Each party represents to the other that:

- a. The execution, delivery and performance of this Agreement is duly authorized by all necessary action on the part of such party and the Agreement is binding and enforceable against such party; and
- b. It possesses the financial resources required to fulfill its obligations under this Agreement; and
- c. The execution, delivery and performance of this Agreement by such party will not violate any provision of law, and will not conflict with or result in a breach of any of the terms or conditions of, or constitute a default under, any indenture, mortgage, agreement or other instrument to which it is a party or by which it is bound where such conflict, breach or default would have a materially adverse effect on the business operations or financial conditions of such party or on its ability to perform its obligations under this Agreement; and

- d. There are no actions, suits, or proceedings pending against or involving such party, or to its knowledge threatened against such party, which might have a materially adverse effect on the business operations or financial conditions of such party or on its ability to perform its obligations under this Agreement.
9. Termination. Subject to those provisions hereof that specifically state that they shall survive the termination or expiration of this Agreement, either party may terminate its obligations under this Agreement for any reason or no reason whatsoever at any time and with or without cause, such termination becoming effective ten (10) days after the other party receives written notice thereof; provided, however, Sunset's obligation to pay Jack for any purchased or sold Project shall survive such termination.
 10. Remedies. All remedies available at law, in equity and pursuant to statute shall be available to the parties hereto. A party in breach of this Agreement shall remain liable for such breach notwithstanding the termination or expiration of this Agreement.
 11. Miscellaneous Provisions.
 - a. Entire Agreement; Modification. This Agreement constitutes and embodies the full and complete understanding of the parties hereto and supersedes all prior understandings or agreements, whether oral or in writing pertaining to the subject matters contained herein. Any amendment or modification to this Agreement shall become effective only upon the execution of a written instrument describing said amendment or modification, signed by all of the parties hereto.
 - b. General Non-assignability. Because Sunset is relying on the unique skills possessed by Jack in entering into this Agreement, neither this Agreement nor any right or interest hereunder shall be assignable by Jack without the prior written consent of Sunset.
 - c. Enforceability. If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not be affected thereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.
 - d. Incorporation of Recitals and Exhibits. All of the recitals of this Agreement are incorporated herein as part of the covenants of this Agreement and all exhibits attached hereto are deemed to

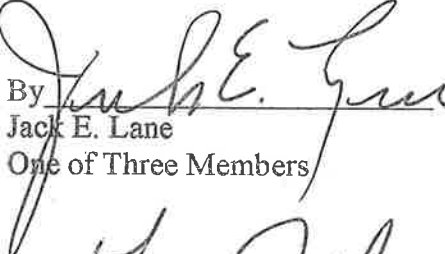
constitute a part of this Agreement and are fully incorporated herein.

- e. Attorney's Fees and Costs. If attorneys are retained or any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the non-breaching or prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, cost and necessary disbursements in addition to any other relief to which that party may be entitled.
- f. Application of Arizona Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Arizona.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- h. Binding Effect. Each of the provisions and agreements herein contained shall be binding upon and inure to the benefit of the personal Jack, devisees, heirs, successors, transferees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date first written above.


"Sunset"

"Jack"

By 
Jack E. Lane
One of Three Members

Jack E. Lane

By 
Troy J. Lane
One of Three Members

By 
Eric A. Lane
One of Three Members

Agent Last Updated: 11/03/2011

Additional Entity Information

Entity Type: DOMESTIC L.L.C.

Business Type:

Incorporation Date: 12/16/1998

Corporation Life Period:

Domicile: ARIZONA

County: MARICOPA

Approval Date: 12/16/1998

Original Publish Date: 1/21/1999

Status: LATEST DATE TO DISSOLVE

Dissolution/Withdrawal Date: 12/17/2023

Manager/Member Information

Name ASPEN PEAK INVESTMENTS LLC

Title MEMBER

Address 123 W NYE LN #129
CARSON CITY, NV 89706

Date of Taking Office 07/31/2013

Last Updated 08/05/2013

Name TROY J LANE TRUST

Title MEMBER


Address PO BOX 22218
MESA, AZ 85277

Date of Taking Office 07/31/2013

Last Updated 08/05/2013

*SAME AS
claimant*

Name	ERIC A LANE
Title	MEMBER
Address	4860 E BASELINE RD #107 MESA, AZ 85206
Date of Taking Office	07/31/2013
Last Updated	08/05/2013
Name	JACK LANE
Title	MEMBER
Address	4860 E BASELINE RD #107 MESA, AZ 85206
Date of Taking Office	12/16/1998
Last Updated	11/03/2011

Scanned Documents 

Click on a gold button below to view a document. If the button is gray, the document is not yet available. Please check back again later.

Document Number	<input type="button" value="04327375"/>
Description	AMENDMENT
Date Received	7/31/2013
Document Number	<input type="button" value="03598751"/>
Description	CHANGE(S)
Date Received	10/7/2011

Microfilm 

Location	Entered	Description
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Location	Entered	Description
11290014035	12/16/1998	ARTICLES OF ORGANIZATION
20235072040	1/21/1999	PUBLICATION OF ARTICLES OF ORGANIZATION
32280049027	10/7/2011	CHANGE(S)
11934015008	4/6/2012	LEGAL DOCUMENT
32411015002	7/31/2013	AMENDMENT

Amendments

Amendment Date	7/31/2013
Amendment Type	AMENDMENT
Publish Date	
Publish Exception	WAIVE

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Search Time:

7/6/2015 3:51:20 PM

File Number:

L08603247

Corporation Name:

SUNSET CAPITAL, LLC.

Corporate Status Inquiry

This Limited Liability Company is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

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[Reprint Certificate \(/GoodStanding/Reprint?corpId=L08603247\)](/GoodStanding/Reprint?corpId=L08603247)

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