

JUL 24 2015

ARTICLES OF ORGANIZATION

FILE NO. L-2021597-2

of

OTRB, LLC

an Arizona Limited Liability Company

ARTICLE I

NAME: The name of this Limited Liability Company shall be:

OTRB, LLC.

ARTICLE II

REGISTERED OFFICE: The registered office of this Limited Liability Company is located at:

1108 W. Indian School Rd., Ste. A
Phoenix, AZ 85013

in the City of Phoenix, County of Maricopa, State of Arizona, and may transact its business and maintain offices for such purposes at such other places either within or without the State of Arizona.

ARTICLE III

REGISTERED AGENT: The name and mailing address of the Registered Agent for this Limited Liability Company who agrees and on whom service of process, notice or demand that is required or permitted by law to be served on the Limited Liability Company is:

Sandra E. Portney, Esq.
c/o Ryan Rapp & Underwood, P.L.C.
3200 North Central Avenue, Suite 1600
Phoenix, Arizona 85012

ARTICLE IV

BUSINESS PURPOSE: This Limited Liability Company intends to engage in the business of owning and developing a website related to pet goods and services and taking any other actions it deems necessary or appropriate in furtherance of such purpose, whether for profit or not, subject to any provisions of law governing or regulating such business within this State.

ARTICLE V

NUMBER AND CLASSES OF MEMBERS: This Limited Liability Company is being formed with one or more members as provided under Arizona Laws. If however, there be two or more members, their interest, participation and voting rights may be allocated between different classes of members as may be authorized under regulations duly adopted in an Operating Agreement.

ARTICLE VI

MANAGEMENT: (BY MANAGERS): 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:

Ronald A. Yunis
1108 W. Indian School Rd., Ste. A
Phoenix, AZ 85013

Kelly Lane Yunis
1108 W. Indian School Rd., Ste. A
Phoenix, AZ 85013

Member Manager

Member Manager

ARTICLE VII

TERM AND DURATION: The term and duration of this Limited Liability Company shall be perpetual, unless sooner dissolved in a manner authorized by State Laws.

ARTICLE VIII

CAPITALIZATION: This Limited Liability Company shall be initially capitalized with capital contributions made by its member(s) who may contribute, or promise to contribute cash, property or services.

The value of the capital contributions of property or services is the fair market value of such property or services either at the time the property is lawfully transferred or the services are rendered to this Limited Liability Company.

ARTICLE IX

LIMITATION OF LIABILITY: The members, managers, employees, officers or agents of this Limited Liability Company are not liable, solely by reason of being a member, manager, employee, officer or agent of this Limited Liability Company whether arising in contract or tort, under a judgment decree or order of a court or otherwise.

ARTICLE X

LAWFUL AGENTS: The management of this Limited Liability Company is vested in one or more managers, as may be provided herein under Article VI. A member is not an agent of this Limited Liability Company for the purpose of carrying on its operations in the ordinary course of business. Only the manager is the lawful agent of this Limited Liability Company and only the acts of the Manager, including the execution, in the name of this Limited Liability Company, of any document, instrument or business papers for carrying on the Company's operations in the ordinary course of business, legally binds this Limited Liability Company in all business transactions.

ARTICLE XI

ASSIGNMENT OF MEMBERS INTEREST: (a) The interest of a member may not be assigned in whole or in part to a third party or parties without the written consent of the Manager, which consent may be withheld in the Manager's sole and absolute discretion. However, in no event shall an assignment result in the dissolution of this Limited Liability Company; nor shall it entitle the assignee to participate in the management of the business and affairs of this Limited Liability Company, unless such assignee is duly admitted as a member upon the written consent of the Managers, which consent may be withheld in the Managers sole and absolute discretion.

(b) If an interest in this Limited Liability Company is acquired directly from this Limited Liability Company upon the unanimous consent of all members, which consent may be withheld in the members sole and absolute discretion, then such an additional member is entitled to all of the rights, privileges, immunities and restrictions accorded all members pursuant to these Articles of Organization and/or the duly adopted Operating Agreement.

(c) When a member assigns all or part of his or her interest in this Limited Liability Company to a third party or parties, such member is not released from his or her liability to this Limited Liability Company, unless or until the written unanimous consent of all members is given, whether or not assignee has been accepted as a lawful member of this Limited Liability Company.

ARTICLE XII

INDEMNIFICATION: Subject to such additional terms as may be set forth in the Company's Operating Agreement the Company, its receiver, or its trustee shall defend, indemnify and hold harmless any and all of its Members, Managers, officers, former Members, Managers and officers, and employees to the fullest extent permitted under applicable law against all amounts incurred by them and each of them, including but not limited to expenses, legal fees, costs, judgments, fines and amounts paid in settlement which may be actually and reasonably incurred, rendered or levied in any threatened, pending or completed action, suit or proceeding, including all such liabilities under

federal and state securities laws (including the Securities Act of 1933, as amended) brought against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of his or her duties as a member, manager, officer, or employee of the Company.

ARTICLE XIII

ACTION BY CONSENT: Any action taken by the members or managers, whichever is vested with the management of the business and affairs of this Limited Liability Company may be taken by a consent in writing stating the action so taken and signed by that percentage or number of the members or managers, as the case may be, required by the operating agreement to take or approve the action.

ARTICLE XIV

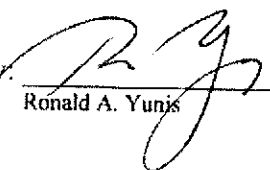
OPERATING AGREEMENT: The members shall by unanimous consent, adopt an Operating Agreement that will direct the management, regulations and government of the business affairs and property of this Limited Liability Company.

ARTICLE XV

RECORD DATE: The record date of this Limited Liability Company for the purpose of winding up its year end business affairs, which may include the appointment, resignation, withdrawal or expiration of the term of any appointed manager, or the assignment and transfer of any member's interest and voting rights, or any other operational matters, shall be December 31, of each year.

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

ORGANIZER: Ronald A. Yunis

By: 
Ronald A. Yunis

7/22/2015
Dated

STATUTORY AGENT ACCEPTANCE

Please read Instructions M002i

1. **ENTITY NAME** – give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:

OTRB, LLC

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ): _____
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>

3. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity):

Sandra E. Portney, Esq.

3.1 **Check one box:** The statutory agent is an **Individual** (natural person).
 The statutory agent is an **Entity**.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

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

Sandra E Portney
Signature

Sandra E. Portney
Printed Name

Date

REQUIRED – check only one:

<input checked="" type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual	<input type="checkbox"/> Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.
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Filing Fee: none (regular processing) Expedited processing – (available only if this form is submitted by itself) 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
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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 record 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.