

**ATTACHMENT TO
ARTICLES OF ORGANIZATION
OF
9025 CLAY STREET, LLC**

The following Attachment to Articles of Organization is submitted for the purpose of forming a limited liability company under the Colorado Limited Liability Company Act, C.R.S. § 7-80-101, *et seq.* (the “Act”).

**ARTICLE I
Name**

The name of this limited liability company is 9025 Clay Street, LLC (the “LLC”).

**ARTICLE II
Principal Place of Business**

The street address of the LLC’s principal place of business is P.O. Box 33574, Northglenn, Colorado, 80233.

**ARTICLE III
Duration**

The LLC shall have a perpetual existence.

**ARTICLE IV
Purposes and Powers**

The purposes for which the LLC is organized are:

- A. Real Property. To acquire, develop, hold, operate, manage, lease, own, and sell real property, and to engage in any other lawful phase or aspect of the real estate business.
- B. Borrowing and Finance. To borrow to raise money for the objects or purposes of the LLC without limit; to issue or negotiate bonds, notes, and other obligations therefore, secured or unsecured; and to secure payment thereof by pledge, mortgage, deed of trust, or otherwise of the whole or any part of the property of the LLC so far as may be permitted by the laws of the State of Colorado.
- C. All Lawful Business and Activities. To transact all lawful business and to engage in all such activities as are incidental or conducive to the attainment of the purposes of the LLC, and to exercise any and all powers authorized or permitted to be done by an LLC under any laws that may be now or hereafter applicable or available to the LLC.

The foregoing clauses of this Article IV shall each be construed as purposes and powers, and matters expressed in each clause shall be in no way limited or restricted by reference to or inference from the terms of any other clauses, but shall be regarded as independent purposes and powers; and nothing contained in these clauses shall be deemed in any way to limit or exclude any power, right, or privilege given to the LLC by law or otherwise.

ARTICLE V

Registered Office and Agent

The registered agent of the LLC in the State of Colorado is Alan H. Coloroso. The street address of the registered agent and the registered office of the LLC in the State of Colorado is 9059 Fontaine Street – Office, Federal Heights, Colorado, 80260.

ARTICLE VI

Members

The LLC shall have at least one (1) Member, the actual number to be prescribed and fixed in the manner specified in the Limited Liability Company Operating Agreement (“Operating Agreement”) of the LLC. The number of members may be increased or decreased from time to time but in no event shall be less than one (1) Member.

ARTICLE VII

Managers

The LLC shall have at least one (1) Manager, the actual number to be prescribed and fixed in the manner specified in the Operating Agreement. The number of managers may be increased or decreased from time to time but in no event shall be less than one (1) Manager. The term of the initial Managers shall be until the first annual meeting of the Members or until their successors are elected and qualified, unless removed in accordance with the provisions of the Operating Agreement.

The name of the initial Managers are: Alan H. Coloroso
 Lee Ann Coloroso

The initial Managers shall serve until the election and qualification of the successors in the manner specified in the Operating Agreement.

ARTICLE VIII

Manager Liability

A Manager of the LLC shall not be personally liable to the LLC or its Members for monetary damages for conduct as a manager, except for liability of the Manager for:

- (i) acts or omissions that involve intentional misconduct or a knowing violation of the law by the Manager;
- (ii) conduct which violates C.R.S. § 7-80-606, pertaining to unpermitted distributions to members; or
- (iii) any transaction from which the Manager will personally receive a benefit in money, property, or services to which the Manager is not legally entitled.

If the Act is amended to authorize limited liability company action further eliminating or limiting the personal liability of managers, then the liability of a manager of the LLC shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing paragraph by the members of the LLC shall not adversely affect any right or protection of a manager of the LLC existing at the time of such repeal or modification.

ARTICLE IX

Indemnification

9.1 Definitions. The following definitions shall apply to the terms used in this Article:

a. “LLC” includes the LLC and any domestic or foreign predecessor entity of the LLC in a merger, or other transaction in which the predecessor’s existence ceased upon consummation of the transaction.

b. “Manager” or “Member” means an individual who is or was a manager or member of the LLC and an individual who, while a manager or member of the LLC, is or was serving at the LLC’s request as a manager, member, director, officer, partner, trustee, employee, or agent of any other foreign or domestic entity or of any partnership, joint venture, trust, other enterprise or person, or employee benefit plan. A manager or member shall be considered to be serving an employee benefit plan at the LLC’s request if his or her duties to the LLC also impose duties on or otherwise involve services by him or her to the plan or to participants in or beneficiaries of the plan. “Manager or Member” includes, unless the context otherwise requires, the estate or personal representative of a manager or member.

c. “Expenses” includes reasonable attorney’s fees.

d. “Liability” means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expense incurred with respect to a proceeding.

e. “Official capacity”, when used with respect to a manager or member, means the office of manager or member in the LLC, and, when used with respect to a person other than a manager or member, means the office in the LLC held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the LLC. “Official capacity” does not include service for any other foreign or domestic entity or for any partnership, joint venture, trust, other enterprise person, or employee benefit plan.

f. “Party” includes an person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

g. “Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

9.2 Indemnification for Liability.

a. Except as provided in Section 9.2.d, the LLC shall indemnify against liability incurred in any proceeding any person made a party to the proceeding because he or she is or was a manager or member if:

- i. He or she conducted himself or herself in good faith;
- ii. He or she reasonably believed:
 - a) In the case of conduct in his or her official capacity with the LLC, that his or her conduct was in the LLC’s best interests; or
 - b) In all other cases, that his or her conduct was at least not opposed to the LLC’s best interests; and
- iii. In the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

b. A manager’s or member’s conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of this Section 9.2. A manager’s or member’s conduct with respect to an employee benefit plan for a purpose that he or she did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of this Section 9.2.

c. The termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the person did not meet the standard of conduct set forth in Section 9.2.a.

- d. The LLC may not indemnify a manager or member under this Section 9.2 either:
- i. In connection with a proceeding by or in the right of the LLC in which the manager or member was adjudged liable to the LLC; or
 - ii. In connection with any proceeding charging improper personal benefit to the manager or member, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her.

e. Indemnification permitted under this Section 9.2 in connection with a proceeding by or in the right of the LLC is limited to reasonable expenses incurred in connection with the proceeding.

9.3 Mandatory Indemnification.

a. Except as limited by the Articles of Organization, the LLC shall be required to indemnify a manager or member of the LLC who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he or she was a party against reasonable expenses incurred by him or her in connection with the proceeding.

b. Except as otherwise limited by the Articles of Organization, a manager or member who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

i. If it determines that the manager or member is entitled to mandatory indemnification, the court shall order indemnification under Section 9.2.a, in which case the court shall also order the LLC to pay the manager's or member's reasonable expenses incurred to obtain court ordered indemnification.

ii. If it determines that the manager or member is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he or she met the standard of conduct set forth in Section 9.2.a or was adjudged liable in the circumstances described in Section 9.2.d, the court may order such indemnification as the court deems proper; except that the indemnification with respect to any proceeding in which liability shall have been adjudged in the circumstances described in Section 9.2.d is limited to reasonable expenses incurred.

9.4 Limitation on Indemnification.

a. The LLC may not indemnify a manager or member under Section 9.2 unless authorized in the specific case after a determination has been made that indemnification of the manager or member is permissible in the circumstances because he or she has met the standard of conduct set forth in Section 9.2.a.

b. The determination required to be made by paragraph Section 9.4.a shall be made:

i. By the managers, if any, and if none, the members by a majority vote of a quorum, which quorum shall consist of managers, if any, and if none, members not parties to the proceeding; or

ii. If a quorum cannot be obtained, by a majority vote of a committee of the managers, if any, and if none, the members designated by the managers or members, which committee shall consist of two or more managers, if any, and if none, members not parties to the proceeding; except that managers, if any, and if none, members who are parties to the proceeding may participate in the designation of managers, if any, and if none, members for the committee.

c. If the quorum cannot be obtained or the committee cannot be established under Section 9.4.b, or even if a quorum is obtained or a committee designated if such quorum or committee so directs, the determination required to be made by Section 9.4.a shall be made:

i. By independent legal counsel selected by a vote of the managers, if any, and if none, the members or the committee in the manner specified in Section 9.4.b.i or Section 9.4.b.ii or, if a quorum of the managers, if any, and if none, members cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the managers, if any, and if none, the members; or

ii. By the managers, if any, and if none, the members.

d. Authorization of indemnification and evaluation as to reasonableness of expenses

shall be made in the same manner as the determination that indemnification is permissible; except that, if the determination that indemnification is permissible is made by independent legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected said counsel.

9.5 Advance Payment of Expenses.

a. The LLC shall pay for or reimburse the reasonable expenses incurred by a manager, member, employee, or agent who is a party to a proceeding in advance of the final disposition of the proceeding if:

i. The manager, member, employee, or agent furnishes the LLC a written affirmation of his or her good faith belief that he or she has met the standard of conduct described in Section 9.2.a of this Article IX;

ii. The manager, member, employee, or agent furnishes the LLC a written undertaking, executed personally or on his or her behalf, to repay the advance if it is determined that he or she did not meet such standard of conduct; and

iii. A determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 9.5.

b. The undertaking required by Section 9.5.a.ii shall be an unlimited general obligation of the manager, member, employee, or agent, but need not be secured and may be accepted without reference to financial ability to make repayment.

c. Determinations and authorizations of payments under this Section shall be made in the manner specified under Section 9.4 hereof.

9.6 Reimbursement of Witness Expenses. The LLC shall pay or reimburse expenses incurred by a manager or a member in connection with his or her appearance as a witness in a proceeding at a time when he or she has not been made a named defendant or respondent in the proceeding.

9.7 Insurance for Indemnification. The LLC may purchase and maintain insurance on behalf of a person who is or was a manager, member, employee, fiduciary, or agent of the LLC or who, while a manager, member, employee, fiduciary, or agent of the LLC, is or was serving at the request of the LLC as a manager, member, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic entity or of any partnership, joint venture, trust, other enterprise or person, or employee benefit plan against any liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the LLC would have the power to indemnify him or her against such liability under the provisions of this Article. Any such insurance may be procured from any insurance company designated by the managers, if any, and if none, the members of the LLC, whether such insurance company is formed under the laws of Colorado or any other jurisdiction of the United States of America, including any insurance company in which the LLC has equity or any other interest, through stock or otherwise.

9.8 Notice of Indemnification. Any indemnification of or advance of expenses to a manager or member in accordance with this Article, if arising out of a proceeding by or on behalf of the LLC, shall be reported in writing to the members with or before the notice of the next members' meeting.

9.9 Indemnification of Officers, Employees, and Agents of the LLC. The managers, if any, and if none, the members, may indemnify and advance expenses to a member, employee, or agent of the LLC who is not a manager or officer of the LLC to the same or greater extent as to a manager or member if such indemnification and advance expense payment is provided for in these Articles of Organization, the Operating Agreement, by resolution of the members, or by contract, in a manner consistent with the Act.

ARTICLE X

Operating Agreement

The Members of the LLC shall have the power to adopt, amend, or repeal an Operating Agreement for the LLC, subject to the powers set forth in said Operating Agreement.

ARTICLE XI

Amendment

The Members of the LLC reserve the right to alter, amend, or repeal any provisions contained in the Articles of Organization, including this Attachment to Articles of Organization, in any manner now or hereafter permitted by statute. All rights of members of the LLC and all powers of managers of the LLC are granted subject to this reservation.