

Election Zone LLC

625 Manhattan Pl. #213
Boulder, CO 80303
303-543-8371
ElectionZone@yahoo.com

September 26, 1999

Jonathon Levin
Federal Election Commission
Office of General Counsel
999 E. St. NW
Washington, D.C. 20463

*Supplement
to AOR 1999-24*

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FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

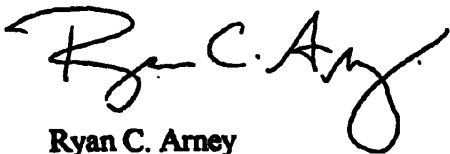
OCT 1 4 27 PM '99

Dear Mr. Levin:

Please find enclosed a copy of the Articles of Organization and the Operating Agreement of Election Zone LLC ("Election Zone").

Should you have additional questions, or need further information, please do not hesitate to contact me.

Sincerely,



Ryan C. Arney
President & CEO

Enclosures

RECEIVED
FEDERAL ELECTION
COMMISSION
SECRETARIAT

OCT 6 10 22 AM '99

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

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ARTICLES OF ORGANIZATION

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\$ 50.00
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07-14-1999 14:22:25

I/We the undersigned natural person(s) of the age of eighteen years or more, acting as organizer(s) of a limited liability company under the Colorado Limited Liability Company Act, adopt the following Articles of Organization for such limited liability company:

FIRST: The name of the limited liability company is: Election Zone LLC

SECOND: Principal place of business (if known): Boulder, Colorado

THIRD: The street address of the initial registered office of the limited liability company is: 625 Manhattan Pl. #213 Boulder, Colorado 80303

The mailing address (if different from above) of the initial registered office of the limited liability company is: _____

The name of its proposed registered agent in Colorado at that address is: Ryan Arney

FOURTH: The management is vested in managers (check if appropriate)

FIFTH: The names and business addresses of the initial manager or managers or if the management is vested in the members, rather than managers, the names and addresses of the member or members are:

NAME

ADDRESS (include zip code)

Ryan Arney

625 Manhattan Pl. #213 Boulder, CO 80303

Marisa Arney

625 Manhattan Pl. #213 Boulder, CO 80303

SIXTH: The name and address of each organizer is:

NAME

ADDRESS (include zip code)

Ryan Arney

625 Manhattan Pl. #213 Boulder, CO 80303

Signed


Organizer

Signed _____

Organizer

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

OF

ELECTION ZONE LLC

This Limited Liability Company Operating Agreement (the "Agreement") of Election Zone LLC, is entered into by the persons named as members on Annex A hereto (the "Members") as of the 15th day of July, 1999.

The Members hereby form a limited liability company under the Colorado Limited Liability Company Act (COLO REV STAT § 7-80-101 et seq.), as amended from time to time (the "Act"), pursuant to this agreement and the Articles of Organization which has been filed with the Secretary of State in connection with the execution of this agreement, and hereby agree as follows:

1. **Name.** (a) The name of the limited liability company is Election Zone LLC (the "LLC"). The business of the LLC may be conducted under any other name deemed necessary or desirable by the Members in order to comply with local law.

(b) The parties hereto agree to form the LLC as a limited liability company pursuant to the provisions of the Act and of this Agreement and agree that the rights and liabilities of the Members shall be as provided in the Act for members and managers except as provided herein.

2. **Purpose.** The LLC is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the LLC is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. **Registered Office; Registered Agent.** The address of the registered office of the LLC is 625 Manhattan Pl. #213, Boulder, Colorado 80303. The name of the registered agent of the LLC is Ryan Arney.

4. **Principal Office.** The principal office address of the LLC shall be 625 Manhattan Pl. #213, Boulder, Colorado 80303, or such other place as the Members may determine from time to time.

5. **Members.** The names and the mailing addresses of the Members are as set forth in Annex A hereto. Each of the Members is hereby admitted as a member of the LLC and agrees to be bound by the terms of this Agreement.

6. **Powers.** The Members shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Colorado. Ryan Arney and Marisa Arney are hereby designated as authorized persons, within the meaning of the Act, to execute, deliver and file the Articles of Organization of the LLC (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the LLC to qualify to do business in any jurisdiction in which the LLC may wish to conduct business.

7. **Management.** (a) In accordance with § 7-80-401 of the Act, management of the LLC shall be reserved to the Members. To the extent permitted by law, the Members shall be authorized to act on behalf of and to bind the LLC, including the completion, execution and delivery of any and all agreements, deeds, instruments, receipts, certificates and other documents, and to take all such other action as they may consider necessary or advisable in connection with the management of the LLC.

(b) The Members agree that all determinations, decisions and actions made or taken by the Members in accordance with this Agreement shall be conclusive and absolutely binding upon the LLC, the Members and their respective successors, assigns and personal representatives.

(c) The Members may, but need not, adopt procedures relating to meetings of the Members and the taking of actions and may exercise their respective authority hereunder by resolution. A written resolution or consent of the Members shall be conclusive evidence of the act of the Members set forth therein.

(d) Persons dealing with the LLC are entitled to rely conclusively upon the power and authority of the Members as herein set forth.

8. **Capital Contributions.** The Members have made or will make contributions to capital of the LLC in the amounts and proportions set forth in Annex A hereto.

9. **Additional Contributions.** Each Member shall make such additional capital contributions to the LLC (which capital contributions shall always be made by each Member in proportion to such Member's Percentage Interest set forth on Annex A hereto) as the Members, acting unanimously, may deem necessary or advisable in connection with the business of the LLC.

10. **Allocation of Profits and Losses.** The LLC's profits and losses shall be allocated in proportion to the capital contributions of the Members.

11. **Distributions.** (a) No Member shall (i) be entitled to interest on its capital contributions to the LLC, or (ii) have the right to distributions or the return of any contribution to the capital of the LLC except (A) for distributions in accordance with this Section 11 or (B) upon dissolution of the LLC. The entitlement to any such return at such time shall be

limited to the value of the capital account of the Member. No Member shall be liable for the return of any such amounts.

(b) Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Members in the same proportion as their then capital account balances.

12. **Fiscal Year; Tax Matters.** (a) The Fiscal Year of the LLC for accounting and tax purposes shall begin on January 1 and end on December 31 of each year, except for the short taxable years in the years of the LLC's formation and termination and as otherwise required by the Internal Revenue Code of 1986, as amended (the "Code").

(b) Proper and complete records and books of account of the business of the LLC, including the Schedule of Members, shall be maintained at the LLC's principal place of business. The LLC's books of account shall be maintained on a basis consistent with such treatment and on the same basis utilized in preparing the LLC's United States federal income tax return. Each Member and its duly authorized representatives may, for any reason reasonably related to its interest as a Member of the LLC, examine the LLC's books of account and make copies and extracts therefrom at its own expense. The Members shall maintain the records of the LLC for three years following the termination of the LLC.

(c) Each of the Members acknowledges and agrees that the LLC is intended to be classified and treated as a partnership for income tax purposes.

13. **Assignments and Transfers of Interests.** (a) Assignments and transfers of interest shall be executed in accordance with § 7-80-702 of the Act.

14. **Admission of Additional Members.** One (1) or more additional members of the LLC may be admitted to the LLC with the unanimous written consent of the Members.

15. **Liability of Members.** The Members shall not have any liability for the obligations or liabilities of the LLC except to the extent provided in the Act.

16. **Dissolution.** (a) Subject to the occurrence of an event of dissolution pursuant to Section 16(b), the LLC shall have perpetual existence.

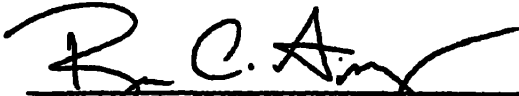
(b) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the unanimous written consent of the Members, (ii) the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the LLC, including the disposition of all or a portion of a Member's interest in the LLC, without the prior written consent of all other Members, unless the business of the LLC is continued by the consent of all of the remaining members of the LLC within 90 days following the occurrence of any such event, or (d) the entry of a decree of judicial dissolution.

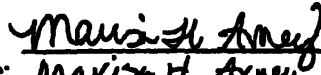
17. **Indemnification.** To the full extent permitted by law, the LLC shall (a) indemnify any person or such person's heirs, distributees, next of kin, successors, appointees, executors, administrators, legal representatives or assigns who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a member, manager, director, officer, employee or agent of the LLC or is or was serving at the request of the LLC or its members as a manager, director, officer, employee or agent of another corporation, limited liability corporation, partnership, joint venture, trust or other enterprise, domestic or foreign, against expenses, attorneys' fees, court costs, judgments, fines, amounts paid in settlement and other losses actually and reasonably incurred by such person in connection with such action, suit or proceeding and (b) advance expenses incurred by a manager, officer or director in defending such civil or criminal action, suit or proceeding to the full extent authorized or permitted by the laws of the State of Colorado. A manager shall have no personal liability to the LLC or its members for monetary damages for breach of fiduciary duty as a manager, provided, however, that the foregoing provision shall not eliminate the liability of a manager for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or for any transaction from which the manager derived an improper personal benefit.

18. **Amendments.** Any amendments to this Agreement shall be in writing signed by all of the Members.

19. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Colorado, all rights and remedies being governed by said laws. The Members intend the provisions of the Act to be controlling as to any matters not set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement as of the day first above written.

By: 
Name: RYAN C. ARNEY
Title: MEMBER

By: 
Name: MARISA H. ARNEY
Title: MEMBER

ANNEX A

<u>Name and Address of Members</u>	<u>Initial Capital Contribution (\$)</u>	<u>Percentage Interest (%)</u>
Ryan C. Arney 625 Manhattan Pl. #213 Boulder, CO 80303	\$300 cash domain name services	90%
Marisa H. Arney 625 Manhattan Pl. #213 Boulder, CO 80303	\$100 cash services	10%

Election Zone LLC

625 Manhattan Pl. #213
Boulder, CO 80303
303-543-8371
ElectionZone@yahoo.com

September 26, 1999

Jonathon Levin
Federal Election Commission
Office of General Counsel
999 E. St. NW
Washington, D.C. 20463

Supplement
to AOR 1999-24

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FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

OCT 1 4 27 PM '99

Dear Mr. Levin:

Please find enclosed a copy of the Articles of Organization and the Operating Agreement of Election Zone LLC ("Election Zone").

Should you have additional questions, or need further information, please do not hesitate to contact me.

Sincerely,



Ryan C. Arney
President & CEO

Enclosures

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

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031

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DIANE DAVIDSON
COLORADO SECRETARY OF STATE

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self-addressed envelope**

ARTICLES OF ORGANIZATION

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\$ 50.00
SECRETARY OF STATE
07-14-1999 14:22:25

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SECOND: Principal place of business (if known): Boulder, Colorado

THIRD: The street address of the initial registered office of the limited liability company is: 625 Manhattan Pl. #213 Boulder, Colorado 80303

The mailing address (if different from above) of the initial registered office of the limited liability company is: _____

The name of its proposed registered agent in Colorado at that address is: Ryan Arney

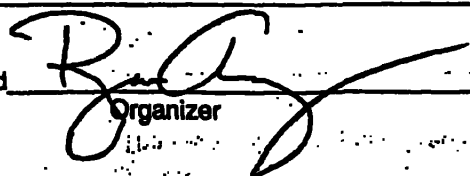
FOURTH: The management is vested in managers (check if appropriate)

FIFTH: The names and business addresses of the initial manager or managers or if the management is vested in the members, rather than managers, the names and addresses of the member or members are:

NAME	ADDRESS (include zip code)
<u>Ryan Arney</u>	<u>625 Manhattan Pl. #213 Boulder, CO 80303</u>
<u>Marisa Arney</u>	<u>625 Manhattan Pl. #213 Boulder, CO 80303</u>

SIXTH: The name and address of each organizer is:

NAME	ADDRESS (include zip code)
<u>Ryan Arney</u>	<u>625 Manhattan Pl. #213 Boulder, CO 80303</u>

Signed 
Organizer

Signed _____
Organizer

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

OF

ELECTION ZONE LLC

This Limited Liability Company Operating Agreement (the "Agreement") of Election Zone LLC, is entered into by the persons named as members on Annex A hereto (the "Members") as of the 15th day of July, 1999.

The Members hereby form a limited liability company under the Colorado Limited Liability Company Act (COLO REV STAT § 7-80-101 et seq.), as amended from time to time (the "Act"), pursuant to this agreement and the Articles of Organization which has been filed with the Secretary of State in connection with the execution of this agreement, and hereby agree as follows:

1. **Name.** (a) The name of the limited liability company is Election Zone LLC (the "LLC"). The business of the LLC may be conducted under any other name deemed necessary or desirable by the Members in order to comply with local law.

(b) The parties hereto agree to form the LLC as a limited liability company pursuant to the provisions of the Act and of this Agreement and agree that the rights and liabilities of the Members shall be as provided in the Act for members and managers except as provided herein.

2. **Purpose.** The LLC is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the LLC is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. **Registered Office; Registered Agent.** The address of the registered office of the LLC is 625 Manhattan Pl. #213, Boulder, Colorado 80303. The name of the registered agent of the LLC is Ryan Arney.

4. **Principal Office.** The principal office address of the LLC shall be 625 Manhattan Pl. #213, Boulder, Colorado 80303, or such other place as the Members may determine from time to time.

5. **Members.** The names and the mailing addresses of the Members are as set forth in Annex A hereto. Each of the Members is hereby admitted as a member of the LLC and agrees to be bound by the terms of this Agreement.

6. **Powers.** The Members shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Colorado. Ryan Arney and Marisa Arney are hereby designated as authorized persons, within the meaning of the Act, to execute, deliver and file the Articles of Organization of the LLC (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the LLC to qualify to do business in any jurisdiction in which the LLC may wish to conduct business.

7. **Management.** (a) In accordance with § 7-80-401 of the Act, management of the LLC shall be reserved to the Members. To the extent permitted by law, the Members shall be authorized to act on behalf of and to bind the LLC, including the completion, execution and delivery of any and all agreements, deeds, instruments, receipts, certificates and other documents, and to take all such other action as they may consider necessary or advisable in connection with the management of the LLC.

(b) The Members agree that all determinations, decisions and actions made or taken by the Members in accordance with this Agreement shall be conclusive and absolutely binding upon the LLC, the Members and their respective successors, assigns and personal representatives.

(c) The Members may, but need not, adopt procedures relating to meetings of the Members and the taking of actions and may exercise their respective authority hereunder by resolution. A written resolution or consent of the Members shall be conclusive evidence of the act of the Members set forth therein.

(d) Persons dealing with the LLC are entitled to rely conclusively upon the power and authority of the Members as herein set forth.

8. **Capital Contributions.** The Members have made or will make contributions to capital of the LLC in the amounts and proportions set forth in Annex A hereto.

9. **Additional Contributions.** Each Member shall make such additional capital contributions to the LLC (which capital contributions shall always be made by each Member in proportion to such Member's Percentage Interest set forth on Annex A hereto) as the Members, acting unanimously, may deem necessary or advisable in connection with the business of the LLC.

10. **Allocation of Profits and Losses.** The LLC's profits and losses shall be allocated in proportion to the capital contributions of the Members.

11. **Distributions.** (a) No Member shall (i) be entitled to interest on its capital contributions to the LLC, or (ii) have the right to distributions or the return of any contribution to the capital of the LLC except (A) for distributions in accordance with this Section 11 or (B) upon dissolution of the LLC. The entitlement to any such return at such time shall be

limited to the value of the capital account of the Member. No Member shall be liable for the return of any such amounts.

(b) Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Members in the same proportion as their then capital account balances.

12. **Fiscal Year; Tax Matters.** (a) The Fiscal Year of the LLC for accounting and tax purposes shall begin on January 1 and end on December 31 of each year, except for the short taxable years in the years of the LLC's formation and termination and as otherwise required by the Internal Revenue Code of 1986, as amended (the "Code").

(b) Proper and complete records and books of account of the business of the LLC, including the Schedule of Members, shall be maintained at the LLC's principal place of business. The LLC's books of account shall be maintained on a basis consistent with such treatment and on the same basis utilized in preparing the LLC's United States federal income tax return. Each Member and its duly authorized representatives may, for any reason reasonably related to its interest as a Member of the LLC, examine the LLC's books of account and make copies and extracts therefrom at its own expense. The Members shall maintain the records of the LLC for three years following the termination of the LLC.

(c) Each of the Members acknowledges and agrees that the LLC is intended to be classified and treated as a partnership for income tax purposes.

13. **Assignments and Transfers of Interests.** (a) Assignments and transfers of interest shall be executed in accordance with § 7-80-702 of the Act.

14. **Admission of Additional Members.** One (1) or more additional members of the LLC may be admitted to the LLC with the unanimous written consent of the Members.

15. **Liability of Members.** The Members shall not have any liability for the obligations or liabilities of the LLC except to the extent provided in the Act.

16. **Dissolution.** (a) Subject to the occurrence of an event of dissolution pursuant to Section 16(b), the LLC shall have perpetual existence.

(b) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the unanimous written consent of the Members, (ii) the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the LLC, including the disposition of all or a portion of a Member's interest in the LLC, without the prior written consent of all other Members, unless the business of the LLC is continued by the consent of all of the remaining members of the LLC within 90 days following the occurrence of any such event, or (d) the entry of a decree of judicial dissolution.

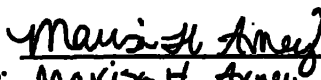
17. **Indemnification.** To the full extent permitted by law, the LLC shall (a) indemnify any person or such person's heirs, distributees, next of kin, successors, appointees, executors, administrators, legal representatives or assigns who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a member, manager, director, officer, employee or agent of the LLC or is or was serving at the request of the LLC or its members as a manager, director, officer, employee or agent of another corporation, limited liability corporation, partnership, joint venture, trust or other enterprise, domestic or foreign, against expenses, attorneys' fees, court costs, judgments, fines, amounts paid in settlement and other losses actually and reasonably incurred by such person in connection with such action, suit or proceeding and (b) advance expenses incurred by a manager, officer or director in defending such civil or criminal action, suit or proceeding to the full extent authorized or permitted by the laws of the State of Colorado. A manager shall have no personal liability to the LLC or its members for monetary damages for breach of fiduciary duty as a manager, provided, however, that the foregoing provision shall not eliminate the liability of a manager for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or for any transaction from which the manager derived an improper personal benefit.

18. **Amendments.** Any amendments to this Agreement shall be in writing signed by all of the Members.

19. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Colorado, all rights and remedies being governed by said laws. The Members intend the provisions of the Act to be controlling as to any matters not set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement as of the day first above written.

By: 
Name: RYAN C. ARNEY
Title: MEMBER

By: 
Name: MARISA H. ARNEY
Title: MEMBER

ANNEX A

Name and Address of Members	Initial Capital Contribution (\$)	Percentage Interest (%)
Ryan C. Arney 625 Manhattan Pl. #213 Boulder, CO 80303	\$300 cash domain name services	90%
Marisa H. Arney 625 Manhattan Pl. #213 Boulder, CO 80303	\$100 cash services	10%