



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

FILED EFFECTIVE

Title 30, Chapters 21 and 25, Idaho Code

Filing fee: \$100 typed, \$120 not typed

Complete and submit the application in duplicate.

2017 MAR 15 PM 12:20

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Rusty Retro LLC

(Remember to include the words "Limited Liability Company," "Limited Company," or the abbreviations L.L.C., LLC, or LC)

2. The complete street and mailing addresses of the principal office is:

604 Caldwell Blvd. Nampa, Idaho 83651

(Street Address)

(Mailing Address, if different)

3. The name of the registered agent and street address of the registered agent:

Sharri Shippy

306 S. Hawthorne Middleton, Idaho 83644

(Name)

(Address cannot be a post office box or postal mail box)

4. The name and address of at least one governor of the limited liability company:

Kim Soderman

16528 Lonkey Ln. Caldwell, Idaho 83607

(Name)

(Address)

Sharri Shippy

306 S Hawthorne Middleton, ID 83644

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

5. Mailing address for future correspondence (annual report notices):

604 Caldwell Blvd. Nampa, Idaho 83651

(Address)

Signature of organizer(s).

Signature:

Printed Name: Sharri Shippy

Signature:

Printed Name: Kim Soderman

Secretary of State use only

IDAHO SECRETARY OF STATE

03/15/2017 05:00

CK: CASH CT: 336219 BH: 1573823

10 100.00 = 100.00 ORGAN LLC #3

W179990

BUSINESS SALE AGREEMENT

Agreement made this 10th day of March, 2017 by and between David Britton, Karri Britton, Jim Britton and Maxine Britton (doing business as Rusty Retro LLC and hereinafter referred to as the "**Seller**") with Kim Soderman and Sharri Shippy (hereinafter referred to as the "**Buyer**").

Whereas the Seller desires to sell and the Buyer desires to buy the business now being operated at 604 Caldwell Blvd Nampa, ID 83651 and known as "**Rusty Retro Antiques, Collectables and More**" and all assets thereof as described in this agreement, the parties hereto agree and covenant as follows:

The total purchase price of said business includes the following: fixtures, signage, inventory (flash drive listing inventory being sold) goodwill and 2 days of training on inventory, security system, Facebook, etc. is total of **\$35,000** paid as follows:

A non-refundable Down payment of **\$10,000 Cashier's Check made payable to Rusty Retro LLC** upon execution of this Agreement by Seller & Buyer. The remaining **\$25,000 to be paid on or before May 30, 2017 by Cashier's Check made payable to Rusty Retro LLC**. In the event that Buyer does not execute the full amount due to Seller on or before May 30, 2017 the remaining balance due will be payable to Seller on a monthly basis at an interest rate of 5% per annum over a term not to exceed 6 months. Monthly payments will be determined by principal balance owed as of May 30, 2017 with a maturity date of November 30, 2017 and a **Promissory Note** will be executed. Buyer has option to prepay entire obligation without penalty at any time.

If Buyer has not satisfied entire balance owed by November 30, 2017 the Buyer will be in **Default** of this Agreement and subsequent Promissory Note. Seller will then have option to declare the entire default balance due and payable immediately with a 10% penalty imposed on the remaining principal balance. In case of any such default, the Buyer agrees to pay all cost of collection, including attorney's fees, whether or not a suit is instituted. All payments in default period shall first be charged to late fees, then to interest accrued and lastly to unpaid

remainder of principal balance. In addition, Seller will have option to seize any remaining fixtures, signage, and inventory to offset deficit of remaining balance.

Buyer agrees to allow Seller to retain **\$20,000 of current retail inventory** which will be the Sellers choosing. The Seller agrees to convey fixtures, signage, inventory and all property to be sold hereunder to Buyer free and clear of all liens and encumbrances. Buyer will require a list of existing inventory remaining in store by March 12, 2017. The seller will have the entire inventory they are retaining out of the store by March 12, 2017. Buyer will have keys to store on or before March 12, 2017.

Operating expenses including rent, power, gas, phone shall be paid by Seller up to date of Buyer receiving keys to business premises. After that date all Operating expenses including rent, power, gas, phone shall be the responsibility of the Buyer

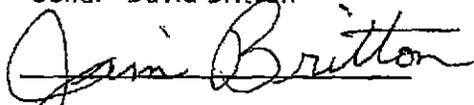
This Agreement is contingent upon the following conditions: a) Buyer obtaining lease on said premises b) Buyer obtaining approval from Local and State authorities for the transfer of all necessary licenses and name registration.

All of the terms, representations and warranties shall survive this consummation. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.

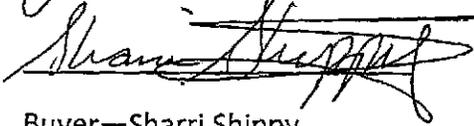
IN WITNESS WHEREOF, the parties have executed this Agreement in Nampa, ID.



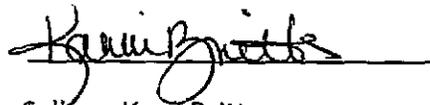
Seller--David Britton



Seller--Jim Britton



Buyer--Sharri Shippy



Seller--Karri Britton



Seller--Maxine Britton



Buyer--Kim Soderman

(Notary Acknowledgement Attached)

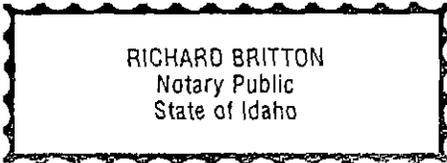
INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Idaho } ss.
County of Canyon

On this the 10th day of March, 2017, before
me, Rich Britton, the undersigned Notary
Public, personally appeared Kim Soderman + Sharrl Shippy,
Name(s) of Signer(s)

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 for the purposes therein
stated.

WITNESS my hand and official seal,

[Signature]
Signature of Notary Public
Rich Britton - Nampa, ID
Other Required Information (Printed Name of Notary, Residence, etc.)
exp. 7-6-17

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Right Thumbprint
of Signer

Top of thumb here

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Idaho } ss.
County of Canyon }

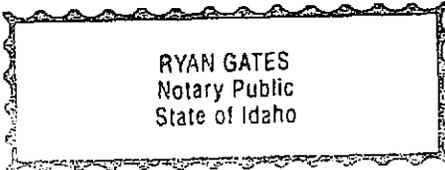
On this the 10th day of March, 2017, before
Day Month Year

me, Ryan Gates, the undersigned Notary
Name of Notary Public

Public, personally appeared David Britton, Kari Britton, Jim Britton and Maxine Britton
Name(s) of Signer(s)

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 for the purposes therein stated.

WITNESS my hand and official seal.

Ryan Gates
Signature of Notary Public
Notary ID Exp. 1/24/20
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

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Right Thumbprint of Signer

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