



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

Title 30, Chapters 21 and 25, Idaho Code

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

Complete and submit the application in duplicate.

FILED EFFECTIVE

2017 OCT 31 AM 10:23

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Placerville Peaks, 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:

6702 Desert Ave Boise Idaho 83709

(Street Address)

(Mailing Address, if different)

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

Annual fee -

Blakes Registered Agents, LLC

19593 Madison Road Nampa, Idaho 83687

(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:

Ona Jean Rausch

6702 Desert Ave Boise Idaho 83709

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

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

6702 Desert Ave Boise Idaho 83709

(Address)

Signature of organizer(s).

Signature: Ona Jean Rausch (POA-Jeff Jones)

Printed Name: Ona Jean Rausch

Signature: _____

Printed Name: _____

Secretary of State use only

IDAHO SECRETARY OF STATE

10/31/2017 05:00

CK:15073356 CT:172099 BH:1609840

1@ 100.00 = 100.00 ORGAN LLC #2

1@ 20.00 = 20.00 EXPEDITE C #3

W/90898

DURABLE GENERAL POWER OF ATTORNEY

I, **Ona Jean Rausch**, designate **Jeffrey G. Jerome** to serve as my attorney-in-fact and Agent (hereinafter referred to as my "Agent") to act in my name and for my benefit. If, for whatever reason, Jeffrey Jerome is unable to act as my Agent, then I designate **Zoella Arlene Jerome** whose address is 609 E. Easy Street, Caldwell, ID 83605, (208)459-9512, to act as my Agent. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

1. Powers of Authority:

(A) **General Grant of Power.** My Agent shall have power to perform any act, power, duty, right, or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personally, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in this Section 1.

(B) **Specific Powers.** Without in any way limiting the generality of the power and authority conferred upon my Agent under Section 1, my Agent shall have and may exercise the specific powers set forth below.

(1) **Power of Collection and Payment.** To forgive, request, demand, sue for, recover, collect, receive, and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, medicare, insurance, and other contractual benefits and proceeds, all documents of title, all property and property rights, real and personal, tangible or intangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, or payable or

belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same.

(2) **Power to Acquire and Sell.** To acquire, purchase, exchange, grant options to sell, sell, assign, and convey real or personal property, tangible or intangible, or interests therein, including securities, on such terms and conditions as my Agent shall deem proper.

(3) **Management Powers.** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, upon such terms and conditions as my Agent shall deem proper and to transfer any or all of my assets to the trustee of any revocable living trust which I may have created.

a) Such management power includes the power to manage, withdraw and/or distribute all of the funds, or any portion thereof, contained in any of my retirement accounts.

b) Such management power also includes the unlimited power to create survivorship and/or inheritance rights in any real or personal property that I now own or hereafter acquire.

The powers granted herein do not include and expressly exclude the power to change and/or modify the Rausch Legacy Fund, Ona J. Rausch Donor, Account No. 3513510053669 (the "Fund"). My Agent hereunder shall continue to make donations to the Fund consistent with my prior practices and as he or she is able as long as such donations

and/or contributions do not interfere with my physical health and well-being.

- (4) **Banking Powers.** To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.
- (5) **Motor Vehicles.** To apply for a certificate of title upon, and endorse and transfer title to, any motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.
- (6) **Business Interests.** To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors, and Agents; to carry out the provisions of any agreement for the sale of business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.
- (7) **Tax Matters.** To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; and to prepare, sign and file any claims for refund of any tax.
- (8) **Safe Deposit Boxes.** To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe

deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

- (9) **Borrowing Powers.** To borrow any sums of money on such terms and at such rate of interest as my Agent may deem proper and to give security for the repayment of the same.
- (10) **Contract Powers.** To make, execute, and deliver any and all manner of contracts with reference to minerals, oil, gas, oil and gas rights, rents, and royalties, including agreements facilitating exploration for and discovery of oil, minerals, and deposits.
- (11) **Litigation Powers.** To commence, prosecute, and to defend against, answer, and oppose all actions, suits, and proceedings touching any of the matters aforesaid or any matters in which I am or hereafter may be interested or concerned.
- (12) **Documents.** In connection with any of the powers herein granted, to sign, make, execute, acknowledge, and deliver in my name any and all deeds, contracts, bills of sale, leases, promissory notes, drafts, acceptances, evidences of debt, obligations, mortgages, pledges, satisfactions, releases, acquittances, receipts, bonds, writs, and any and all other instruments whatsoever, with such general or special agreements and covenants, including those of warranty, as to my Agent may seem right, proper, and expedient.
- (13) **Employment Powers.** To employ, pay, and discharge clerks, workmen, brokers, and others, including counsel and attorneys in connection with the exercise of any of the foregoing powers.
- (14) **Gifting Powers.** To transfer by inter vivos gift, any or all of my property, for the purposes of effectuating proper estate planning, including, but not limited to, preservation, and maintenance of my assets (for the benefit of intestate beneficiaries or the beneficiaries under my

existing Will or any Living Trust established by me, as amended from time to time, in accordance and consistent with the provisions thereof), or for federal estate tax planning or income tax planning.

2. Revocability. This power is revocable, provided that insofar as any governmental agency, bank, depository, trust company, insurance company, other corporation, transfer Agent, investment banking company, or other person is concerned, who shall rely upon this power, this power may be revoked only by a notice in writing executed by me or my Agent and delivered to such person or institution.

3. Interpretation. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent.

4. Third-Party Reliance. Third parties may rely upon the representation of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power.

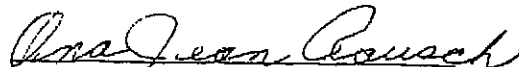
5. Disability of Principal. I expressly declare that the power of my Agent herein described shall be exercisable by my Agent on my behalf notwithstanding that I may become legally disabled or incompetent.

6. Life Insurance on Life of Agent. Notwithstanding any other provision of this General Power of Attorney, my Agent shall have no rights or powers hereunder with respect to any policy of insurance, owned by me, insuring the life of my Agent.

7. Fiduciary Powers. Notwithstanding any other provision of this General Power of Attorney, my Agent shall have no rights or powers hereunder with respect to any act, power, duty, right or obligation relating to any person, matter, transaction, or property owned by me or in my custody as a trustee, custodian, personal representative, or other fiduciary capacity.

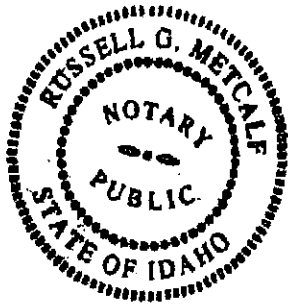
8. Governing Law. This General Power of Attorney is executed and delivered in the State of Idaho and is to be governed by and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, I have hereunto signed this instrument on this 26 day of August, 2009.


Ona Jean Rausch

State of Idaho)
)ss.
County of Owyhee)

This instrument was acknowledged before me on the 26th day of August, 2009, by Ona Jean Rausch.



Russell G. Metcalf
Notary Public for Idaho
My commission expires: 3-28-14
Homedale, ID

SPECIMEN SIGNATURE OF AGENT:
