

FAIRCHILD RANCH, LLC
Limited Liability Company (LLC)
Certificate of Organization

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SECRETARY OF STATE
STATE OF IDAHO

We, the undersigned, who intend to form and create a Limited Liability Company, as defined in Idaho Code, Chapter 6, Title 53, do hereby state and certify the following:

1. The name of the Limited Liability Company shall be FAIRCHILD RANCH, LLC.
2. The registered office of the company is located at 1719 Cove Rd., Weiser, Idaho 83672.
Its registered agent is Lary C. Walker for service of process.
3. The principle place of business of the Company is located at Midvale, Idaho.
4. The purpose for which the company is formed is to engage in any lawful acts or activities for which limited liability companies may be formed under laws of the State of Idaho.
5. The company shall have a perpetual existence.
6. Indemnification.

(A) The company shall indemnify any person who is or was a party, who is threatened to be made a party to any threatened, pending or completed action, suitor proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he or she is or was a member, managing member or employee of the company, or is or was serving at the request of the company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorney's fees) judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company, and with respect to any criminal action or proceeding, he or she had no reasonable

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cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the company.

(B) The foregoing indemnification shall not apply in the case of an action, suit or proceeding instituted by one or more members of the company, if the claim, matter or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnification; provided, however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties and amounts paid in settlement as determined by the court.

(C) Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the company on advance of the final disposition of such action, suit or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation.

7. Composition of management. The management of the company will be vested in a board of managers, consisting of a number at least one and not more than three, who are required to be, members of the company, designated in accordance with the terms of the company operating agreement.

8. The names and addresses of the Managers of the Company are as follows:

Names:

Dean Fairchild

Addresses:

PO Box 125, Midvale ID

9. The amount of capital each member has contributed or has agreed to contribute:

Member:

Dean Fairchild

Capital Contributed:

\$100

10. The Company shall have the right to add additional members according the terms of the Operating Agreement.

11. The Members may only continue business upon an event of dissolution only according the terms of the Operating Agreement.

12. The Company shall be initially organized with at least one member.

MEMBERS:


Dean Fairchild

IDAHO SECRETARY OF STATE

11/18/2014 05:00

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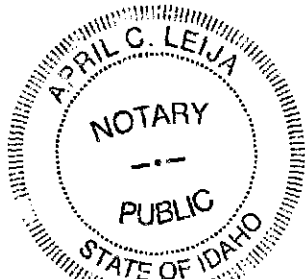
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MEMBER VERIFICATION

STATE OF IDAHO)
 :SS
County of Washington)

On this the 12th day of November, 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Dean Fairchild, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.



April C. Leija
Notary Public for Idaho
Residing at: Weiser ID
My Commission Expires: 4-26-2019

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

I, Lary C. Walker, hereby accept the appointment of registered agent is set in the above articles of organization and my physical resident address is 1721 Cove Road, Washington County, Weiser, Idaho.

DATED this the 12 day of November, 2014

Lary C. Walker
Lary C. Walker
Registered Agent