

B0612-0156 05/21/2021 1:29 PM Received by ID Secretary of State Lawrence Denney

Certificate of Organization of the TerBest Alpaca and Fiber Farm,

For Office Use Only
-FILED-
File #: 0004290722
Date Filed: 5/21/2021 1:29:00 PM

An Idaho Limited Liability Company

Section 1.01 Introduction and Preliminary Statements

The undersigned Organizer desires to form a limited liability company under the Laws of the State of Idaho by delivering these Certificate of Organization in duplicate to the Secretary of State of the State of Idaho, in accordance with Idaho Uniform Limited Liability Act (the Act).

Section 1.02 Name

The name of the limited liability company, referred to as the *Company*, is:

TerBest Alpaca and Fiber Farm, LLC,
An Idaho Limited Liability Company

Section 1.03 Duration

The Company will perpetually exist from the filing date of these Certificate of Organization with the Secretary of State of the State of Idaho, unless dissolved according to law.

Section 1.04 Purpose

The Company is organized to conduct any lawful business or investment activities, and to exercise all of the powers, rights, and privileges granted to a limited liability company organized under the Act.

Section 1.05 Principal Place of Business

The Company's principal place of business is:

Physical Address:
1701 Edgemere Cutoff Rd

Mailing Address:
1701 Edgemere Cutoff Rd
Priest River, Idaho 83856

TerBest Alpaca and Fiber Farm, LLC,
An Idaho Limited Liability Company

Certificate of Organization

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Section 1.06 Registered Agent and Registered Office

The initial Registered Agent's name is Jerilin TerBest and the original registered addresses are as follows:

Physical Address:
1701 Edgemere Cutoff Rd
Priest River, Idaho 83856

Mailing Address:
1701 Edgemere Cutoff Rd
Priest River, Idaho 83856

Section 1.07 Registered Agent Consent

I, Jerilin TerBest, a natural person and resident of Idaho, accept the appointment as Registered Agent of TerBest Alpaca and Fiber Farm, LLC, an Idaho Limited Liability Company. I understand that my responsibilities as agent are to receive service of process, notices, and demands; to forward mail; and to notify the Office of the Secretary of State immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: May 12, 2021.



Jerilin TerBest, Registered Agent

Section 1.08 Organizer's Name and Address /Governor

Organizer: Jerilin TerBest, 1701 Edgemere Cutoff Rd, Priest River, Idaho 83856

Governor: David W. TerBest and Jerilin TerBest Revocable Living Trust " "

Section 1.09 Additional Contributions

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

Section 1.10 Additional Members

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interests in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

Section 1.11 Business Continuation

If a Company Member's membership in the Company is terminated by an event, the remaining Members of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated under the Act and the Operating Agreement.

Section 1.12 Operating Agreement and Authority

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members, and the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members of the Company. This Operating Agreement may be amended from time to time according to its provisions.

Section 1.13 Management

The Company's Members will manage the Company's business. The Members have exclusive authority to act for the Company in all matters. The authorities and duties of the Members are set forth in the Operating Agreement.

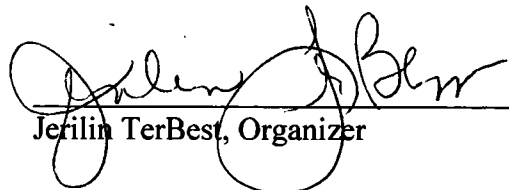
Section 1.14 Indemnification and Liability

As determined by the Members of the Company, the Company may indemnify and advance expenses to a Member, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act and the Company's Operating Agreement.

Section 1.15 Transferability of Interest

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on May 12, 2021



Jerilin TerBest, Organizer