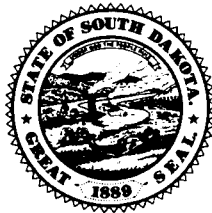


# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Organization Domestic LLC

ORGANIZATIONAL ID# DL049950

**I, Shantel Krebs**, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of

Two Wings, LLC

duly signed and verified, have been received in this office and are found to conform to law.

**ACCORDINGLY**, and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.

**IN TESTIMONY WHEREOF**,  
I have hereunto set my hand and  
affixed the Great Seal of the  
State of South Dakota, at Pierre,  
the Capital, this 09/14/2016.



*Shantel Krebs*

**Shantel Krebs**  
Secretary of State

9/15/2016 12:13:11 PM  
Change ID: 1368977

Filed this 14<sup>th</sup> day of Sept 2016  
*Shantal Krebs*  
SECRETARY OF STATE

RECEIVED

SEP 14 2016

S.D. SEC. OF STATE

**ARTICLES OF ORGANIZATION  
OF  
TWO WINGS, LLC**

The undersigned hereby forms a limited liability company under SDCL Ch.47-34A, the South Dakota Limited Liability Company Act (hereafter the "Act") and adopts as the Articles of Organization for such company the following:

**ARTICLE ONE  
NAME**

The name of the limited liability company is Two Wings, LLC (hereinafter the "Company").

**ARTICLE TWO  
DURATION**

The period of its duration shall be perpetual.

**ARTICLE THREE  
INITIAL DESIGNATED OFFICE**

The address of the initial designated office of the limited liability company is 19560 SD Hwy 1806, Ft. Pierre, SD 57532. The mailing address for the initial designated office is P.O. Box 777, Pierre, South Dakota 57501.

**ARTICLE FOUR  
REGISTERED AGENT**

The registered agent and address for service of process of the limited liability company is Charles M. Thompson of 19560 SD Hwy 1806, Ft. Pierre, SD 57532. The mailing address for the registered agent is P.O. Box 777, Pierre, South Dakota 57501.

**ARTICLE FIVE  
NAME OF THE ORGANIZERS OF THE COMPANY**

The name and address of the organizers of the Company are:

Charles M. Thompson  
P.O. Box 777  
Pierre, SD 57501

Murray M. Thompson  
221 Riverview Drive  
Pierre, SD 57501

**ARTICLE SIX  
RIGHT OF CONTINUATION**

Upon the occurrence of any event under SDCL § 47-34A-801, that terminates the continued membership of a Member in the Limited Liability Company, the remaining Members will have the power to avoid dissolution by giving dissolution avoidance consent.

**ARTICLE SEVEN  
MANAGEMENT**

The management of the Company shall be vested in its Members.

**ARTICLE EIGHT  
OPERATING AGREEMENT**

The manner in which the Company conducts its business and affairs, and the rights and obligations of its Members, to the extent not expressly required by and provided for in the Act or in these Articles of Organization, shall be set forth in the Operating Agreement adopted by the initial Members of the Company. The Operating Agreement may from time to time be amended in accordance with the provisions contained therein.

**ARTICLE NINE  
LIABILITY OF MEMBERS AND MANAGING MEMBERS,  
INDEMNIFICATION**

A. Neither the Members nor any Managing Member of the Company shall be liable under a judgment, decree or order of a court, or in any manner, for a debt, obligation or liability of the Company pursuant to SDCL § 47-34A-303(c).

B. No Managing Member of the Company shall be personally liable to the Company or its Members for monetary damages for breach of fiduciary duty as a Managing Member, except as provided in the Operating Agreement; provided, however, that nothing in this Article shall be construed as eliminating or limiting the personal liability of a Managing Member of the Company (i) for a breach of the Managing Member's duty of loyalty to the Company or its Members, (ii) for acts or omissions not in good faith or which involved intentional misconduct or a knowing violation of the law, or (iii) for a transaction from which the Managing Member derives an improper personal benefit or a wrongful distribution in violation of the Act.

C. Each individual who is or was a Managing Member of the Company (and the heirs, executors, personal representatives or administrators of such individual) who was or

is made a party to, or is involved in 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 Managing Member of the Company or is or was serving at the request of the Company as a Managing Member, director, officer, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise ("Indemnitee"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition to the indemnification conferred in this Article, the Indemnitee shall also be entitled to have paid directly by the Company the expenses incurred in defending any such proceeding against such Indemnitee in advance of its final disposition, to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended. The right to indemnification conferred in this Article shall be a contract right.

D. The Company may, by action of the Managing Member(s), provide indemnification to such of the officers, employees and agents of the Company to such extent and to such effect as the Managing Member(s) shall determine to be appropriate and authorized by applicable law.


E. The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of these Articles of Organization or the Operating Agreement of the Company, agreement, vote of Members or otherwise.


F. Any repeal or amendment of this Article by the Members of the Company shall not adversely affect any right or protection of any Managing Member, officer, employee or agent existing at the time of such repeal or amendment.

## ARTICLE TEN TRANSFERABILITY OF MEMBER'S INTEREST

A Member's interest in the Company may not be transferred, sold, pledged, hypothecated or assigned to any person or entity, except as provided in the Operating Agreement.

Dated this 14th day of September, 2016.

  
Charles M. Thompson - Organizer

  
Murray M. Thompson - Organizer



*South Dakota Secretary of State*  
SHANTEL KREBS

**Return To:** CHARLES M THOMPSON  
PO BOX 777  
PIERRE, SD 57501-0777

**From:** Secretary of State Shantel Krebs  
Corporations Division

**Filing Date:** 09/14/2016

**Re:** Two Wings, LLC (DL049950)  
Articles of Organization

The documents on behalf of Two Wings, LLC have been received and filed. Attached is the Certificate along with a receipt for the filing fee of \$150.00. Below is a summary of the transaction.

<b>Remitter</b>	<b>Address</b>	<b>Amount Paid</b>
CHARLES M THOMPSON	PO BOX 777 PIERRE, SD 57501-0777	\$150.00
<b>Total:</b>		<b>\$150.00</b>

<b>Description</b>	<b>Invoice Date</b>	<b>Qty</b>	<b>Receipt #</b>	<b>Subtotal</b>
Articles of Organization	09/15/2016	1	454848	\$150.00
<b>Total:</b>				<b>\$150.00</b>

# State of South Dakota



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C. Each individual who is or was a Managing Member of the Company (and the heirs, executors, personal representatives or administrators of such individual) who was or

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Murray M. Thompson - Organizer



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