

397 5320

Receipt Number: 125803

File Number DL032948



ARTICLES_OF_ORGANIZATION

For

SCHERR VENTURES, LLC

Filed at the request of:

WIPF & COTTON LLC
STEVEN R COTTON
107 SOUTH MAIN STREET
WAGNER SD 57380

*State of South Dakota
Office of the Secretary of State*

Filed in the office of the Secretary of State on: **Tuesday, June 25, 2013**


Secretary of State

Fee Received: \$150.00

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

Certificate of Organization Limited Liability Company

ORGANIZATIONAL ID #: DL032948

I, Jason M. Gant, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of **SCHERR VENTURES, LLC** duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, 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 caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this June 25, 2013.



Jason M. Gant
Secretary of State

RECEIVED

JUN 25 2013

S.D. SEC. OF STATE

ARTICLES OF ORGANIZATION
OF
SCHERR VENTURES, LLC

The undersigned persons hereby form a Limited Liability Company under SDCL §47-34A, the South Dakota Limited Liability Company Act (hereinafter "Act") and adopt as the Articles of Organization for such company the following:

ARTICLE ONE

NAME

The name of the limited liability company is Scherr Ventures, LLC, hereinafter the "Company."

ARTICLE TWO

DURATION

The period of its duration shall be perpetual.

ARTICLE THREE

PURPOSE

The purpose of the company shall be as follows:

- A. To own and operate residential, commercial, and other rental properties of any kind or type whatsoever; to consolidate the management of the real and personal property acquired by the Company; to promote the efficient and economical management of that property by holding that property in a single entity; to avoid the division of certain property in order to promote the greater sales potential of the property; to avoid expensive litigation and disputes over the property by providing mechanisms which will provide for their management and procedures to resolve disputes;
- B. To acquire, invest, or reinvest real and personal property in income producing or other investment assets; to purchase, construct, or otherwise acquire and own, develop, operate, lease, mortgage, pledge and sell or otherwise dispose of that property;
- C. To provide flexibility in business planning not available through trusts, corporations or other business entities;
- D. To facilitate the administration and reduce the costs associated with the disability or probate of the estate of family members;
- E. To promote the family's knowledge of and communication about family assets;

file this 25th day of June, 2013
397 5322 07/01/2013
SECRETARY OF STATE
Jason Sant

F. To engage in such other lawful acts or activities for which limited liability companies may participate in under the provisions of the Act.

ARTICLE FOUR

**ADDRESS AND INITIAL DESIGNATED OFFICE
NAME OF INITIAL AGENT**

The address of the initial designated office of the Company is 39709 SD Hwy. 46, Wagner, SD 57380.

The initial agent of the Company is Wayne Scherr at 39709 SD Hwy. 46, Wagner, SD 57380.

ARTICLE FIVE

NAME OF ORGANIZERS OF THE COMPANY

The name of the organizers of the Company are Wayne Scherr and Kyle Scherr.

The address of the organizers of the Company are:

Wayne Scherr
39709 SD Hwy. 46
Wagner, SD 57380

Kyle Scherr
6840 W. 95th Ave.
Westminster, CO 80021

ARTICLE SIX

ADDITIONAL CONTRIBUTIONS

The Company may provide, or the members may provide in the Operating Agreement, that additional contributions shall be made at such times and in such amounts as agreed and stated.

ARTICLE SEVEN

ADMISSION OF ADDITIONAL MEMBERS

Upon unanimous agreement of all the members, or as provided in the Operating Agreement of the Company, additional members may be admitted on such terms and conditions as specified.

ARTICLE EIGHT

RIGHT OF CONTINUATION

Upon the occurrence of any event under SDCL 47-34A-801 that terminates the continued membership of a member in the Company, the remaining members will have the power to avoid dissolution by giving dissolution avoidance consent as provided in SDCL 47-34A-802(b).

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**ARTICLE NINE
MANAGEMENT**

The management of the Company shall be vested in a Board of Managers, which shall be elected by the members in the manner prescribed by and provided in the Operating Agreement of the Company. Each manager shall hold the office and have the responsibilities accorded him or her by the members as set out in the Operating Agreement of the Company.

Until the first regular meeting of members, the Company is to be managed by the organizer who will serve in that capacity until that meeting or until his or her successor is elected and qualified. The name and address of such person is Wayne Scherr, 39709 SD Hwy. 46, Wagner, SD 57380.

**ARTICLE TEN
OPERATING AGREEMENT**

The manner in which the Company conducts its business and affairs, the duties and authority of its manager, 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 ELEVEN
LIABILITY OF MEMBERS AND MANAGERS, INDEMNIFICATION**

A. Neither the members nor any manager 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.

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

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C. Each individual who is or was a manager 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 proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a manager of the Company or is or was serving at the request of the Company as a manager, 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 managers, provide indemnification to such of the officers, employees and agents of the Company to such extent and to such effect as the manager shall determine to be appropriate and authorized by applicable law.

E. The rights and authority conferred in this Article shall not be conclusive 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 manager, officer, employee, or agent existing at the time of such repeal or amendment.

ARTICLE TWELVE

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 June 7, 2013.


Wayne Scherr - Organizer

2014

Enter Filing Year

ANNUAL REPORT

Secretary of State Office
500 E Capitol Ave
Pierre, SD 57501
(605)773-4845

DOMESTIC LLC
Please Type or Print Clearly In Ink

FILING FEE: \$50.00 Make check payable to SECRETARY OF STATE

FILE DATE 5/26/2015

RECEIPT NO 304990

1. L.L.C. ID and Name:

DL032948
SCHERR VENTURES, LLC
39709 SD HWY 46
WAGNER, SD 57380-7101

2. The jurisdiction under whose law it is formed SOUTH DAKOTA

3. The address of the principal executive office (business address).

39709 SD HWY 46	WAGNER	SD	57380-7101
Street Address	City	State	ZIP+4
39709 SD HWY 46	WAGNER	SD	57380
Mailing Address	City	State	ZIP+4

4. The name of the South Dakota Registered Agent

Agent Name: WAYNE SCHERR

39709 SD HWY 46	WAGNER	SD	57380-7101
Street Address or Rural Route Box Number in This State and	City	State	ZIP+4
Mailing Address in This State, if Different from Street Address	City	State	ZIP+4

5. The names and business addresses of its managers. If the L.L.C. is member-managed, the names and addresses of the members need not be set forth.

<input type="checkbox"/> WAYNE A SCHERR	39709 HWY 46	WAGNER	SD	57380
Manager	Street Address	City	State	ZIP+4
<input type="checkbox"/> KYLE SCHERR	6840 W95TH AVE	WESTMINSTER	co	80021
Manager	Street Address	City	State	ZIP+4

No person may execute this report knowing it is false in any material aspect. Any violation is subject to a civil penalty. By signing this form you agree to have both the fee and the form processed electronically.

Dated 05/26/2015

Signature Accepted Electronically

(Signature of an Authorized Person)

WAYNE A SCHERR

(Printed Name)

2015

Enter Filing Year

Secretary of State Office
500 E Capitol Ave
Pierre, SD 57501
(605)773-4845

ANNUAL REPORT

DOMESTIC LLC

SDCL 47-34A-211; 59-11-24, 24.1

Please Type or Print Clearly In Ink

FILING FEE: \$50.00 Make check payable to SECRETARY OF STATE

FILE DATE 4/27/2016

RECEIPT NO 409592

1. LLC ID and Name:

DL032948

Enter LLC ID

SCHERR VENTURES, LLC

Enter LLC Name

2. The jurisdiction under whose law it is formed SOUTH DAKOTA

3. The address of the principal executive office (business address).

39709 SD HWY 46	WAGNER	SD	57380-7101
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Actual Street Address or Rural Route Box Number

City

State

ZIP+4

39709 SD HWY 46	WAGNER	SD	57380
-----------------	--------	----	-------

Mailing Address, if Different from Street Address

City

State

ZIP+4

4. The name of the South Dakota Registered Agent

Agent Name: WAYNE SCHERR

39709 SD HWY 46	WAGNER	SD	57380-7101
-----------------	--------	----	------------

Actual Street Address or Rural Route Box Number in This State

City

State

ZIP+4

Mailing Address in This State, if Different from Street Address

City

State

ZIP+4

5. The names and business addresses of its principal officers and directors (governors). If, pursuant to SDCL 59-11-24, the board of directors has been eliminated, list the names of the shareholders.

<input checked="" type="checkbox"/> WAYNE A SCHERR	39709 HWY 46	WAGNER	SD	57380
Manager	Actual Street Address	City	State	ZIP+4

<input checked="" type="checkbox"/> KYLE SCHERR	6840 W95TH AVE	WESTMINSTER	co	80021
Manager	Actual Street Address	City	State	ZIP+4

No person may execute this report knowing it is false in any material aspect. Any violation is subject to a civil penalty (SDCL 47-1A-129).

Dated 04/27/2016

Signature Accepted Electronically

(Signature of an Authorized Person)

KYLE J SCHERR

(Printed Name)

*By signing this form you agree to have both the fee and the form processed electronically.
A fee of up to \$40 will be assessed for returned payments.

4/27/2016 4:19:06 PM

2016

ANNUAL REPORT

FILE DATE 7/25/2016

Enter Filing Year

DOMESTIC LLC

RECEIPT NO 439035

Secretary of State Office
500 E Capitol Ave
Pierre, SD 57501
(605)773-4845

SDCL 47-34A-211; 59-11-24, 24.1

Please Type or Print Clearly In Ink

FILING FEE: \$50.00 Make check payable to SECRETARY OF STATE

1. LLC ID and Name:

DL032948

Enter LLC ID

SCHERR VENTURES, LLC

Enter LLC Name

2. The jurisdiction under whose law it is formed SOUTH DAKOTA

3. The address of the principal executive office (business address).

39709 SD HWY 46 WAGNER SD 57380-7101

Actual Street Address or Rural Route Box Number City State ZIP+4

39709 SD HWY 46 WAGNER SD 57380

Mailing Address, if Different from Street Address City State ZIP+4

4. The name of the South Dakota Registered Agent

Agent Name: WAYNE SCHERR

39709 SD HWY 46 WAGNER SD 57380-7101

Actual Street Address or Rural Route Box Number in This State City State ZIP+4

Mailing Address in This State, if Different from Street Address City State ZIP+4

5. The names and business addresses of its principal officers and directors (governors). If, pursuant to SDCL 59-11-24, the board of directors has been eliminated, list the names of the shareholders.

[X] WAYNE A SCHERR 39709 HWY 46 WAGNER SD 57380
Manager Actual Street Address City State ZIP+4

[X] KYLE SCHERR 6840 W95TH AVE WESTMINSTER CO 80021
Manager Actual Street Address City State ZIP+4

No person may execute this report knowing it is false in any material aspect. Any violation is subject to a civil penalty (SDCL 47-1A-129).

Dated 07/25/2016

Signature Accepted Electronically

(Signature of an Authorized Person)

WAYNE A SCHERR

(Printed Name)

*By signing this form you agree to have both the fee and the form processed electronically. A fee of up to \$40 will be assessed for returned payments.

7/25/2016 5:30:20 PM