

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Organization Domestic LLC

ORGANIZATIONAL ID# DL046489

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

Pechous Publications, 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 12/31/2015.

*Shantel Krebs*

**Shantel Krebs**  
Secretary of State

12/31/2015 10:50:31 AM  
Change ID: 1299107

Filed this 31 day of  
Dec 2015

*Shantel Krebs*  
SECRETARY OF STATE

ARTICLES OF ORGANIZATION  
OF  
PECHOUS PUBLICATIONS, LLC

RECEIVED  
DEC 31 2015  
S.D. SEC. OF STATE

1. 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 I.

NAME

The name of the limited liability company is Pechous Publications, LLC, hereinafter the "Company."

ARTICLE II.

DURATION

The period of its duration shall be perpetual.

ARTICLE III.

PURPOSE

The purpose of this corporation is to engage in the publication and distribution of all forms of printed materials, as well as other news media and advertising as the company may from time to time engage in; and, further, to engage in any and all other lawful acts or activities, or businesses, in which the corporation and its members may from time to time elect to provide to their customers.

To carry on any business whatsoever that this company may deem proper or convenient in connection with any of the foregoing purposes or otherwise, or that it may deem calculated, directly or indirectly, to improve the interests of this company; and to have and to exercise all powers conferred by the laws pursuant to which and under which this company is formed, as such laws are now in effect or may at any time hereafter be amended, and to do any and all things hereinabove set forth to the same extent and as fully as natural persons might or could do, either alone or in connection with other persons, firms, associations, or corporation, and in any part of the world.

ARTICLE IV.

ADDRESS AND INITIAL DESIGNATED OFFICE

NAME OF INITIAL AGENT

The address of the initial designated office of the Company is 209 S. Main Ave., Wagner, SD 57380.

The initial agent of the Company is Barbra A. Pechous, at the same address as the initial designated office.

ARTICLE V

NAME OF ORGANIZER OF THE COMPANY

The name of the organizer of the Company is Barbra A. Pechous.

The address of the organizers of the Company are:

Barbra A. Pechous	209 S. Main Ave. Wagner, SD 57380
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ARTICLE VI.

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 VII.

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 VIII.

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 as provided in SDCL 47-34A-802(b).

ARTICLE IX.

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 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 one of the organizers who will serve in that capacity until that meeting or until his successor is elected and qualified. The name and address of such person is Barbra A. Pechous, 209 S. Main Ave., Wagner, SD 57380.

## ARTICLE X OPERATING AGREEMENT

The manner in which the Company conducts its business and affairs, the duties and authority of its managers, 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 XI.

### 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.

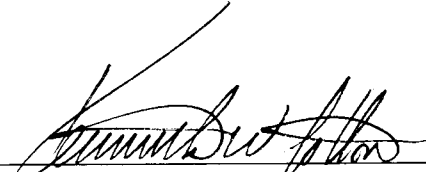
C. Each individual who is or was a manager of the Company (and the heirs, executors, personal representatives or administrators of such individual) who was or is made a party to, or is involved in any threatened, pending, or completed action, suit or proceedings, whether civil,



who being duly sworn by me upon her oath, depose and acknowledge that she has read the contents of the foregoing Articles of Organization and further acknowledge that the facts alleged therein are true and correct.

Witness my hand and official seal.

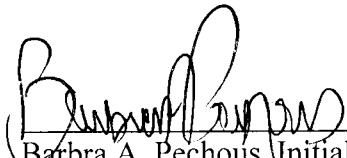


  
\_\_\_\_\_  
Notary Public, South Dakota  
My commission expires: 8-1-2021

### CONSENT OF INITIAL AGENT

I, Barbra A. Pechous, named as initial agent of Pechous Publications, LLC, hereby consent to appointment to that office.

Dated this 30<sup>th</sup> day of December, 2015.

  
\_\_\_\_\_  
Barbra A. Pechous, Initial Agent



*South Dakota Secretary of State*  
SHANTEL KREBS

**Return To:** WIPF & COTTON, L.L.C. ATTORNEYS AT LAW  
PO BOX 370  
WAGNER, SD 57380

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

**Filing Date:** 12/31/2015

**Re:** Pechous Publications, LLC (DL046489)  
Articles of Organization

The documents on behalf of Pechous Publications, 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>
WIPF & COTTON, L.L.C. ATTORNEYS AT LAW	PO BOX 370 WAGNER, SD 57380	\$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	12/31/2015	1	365076	\$150.00
<b>Total:</b>				<b>\$150.00</b>