

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

Certificate of Organization Domestic LLC

ORGANIZATIONAL ID# DL049530.

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

BOOMERANG INVESTMENTS, 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 08/08/2016.



Shantel Krebs

Shantel Krebs
Secretary of State

8/8/2016 2:59:34 PM

Change ID: 1361051

Filed this 8th day of Aug 2016
Shantal Krebs
SECRETARY OF STATE

RECEIVED

AUG 08 2016

S.D. SEC. OF STATE

**ARTICLES OF ORGANIZATION
OF
BOOMERANG INVESTMENTS, LLC**

The undersigned person hereby forms a limited liability company under the provisions of SDCL Chapter 47-34A, and adopts as the Articles of Organization for such company the following:

**ARTICLE ONE
NAME**

The name of the limited liability company is **BOOMERANG INVESTMENTS, LLC** (the "Company").

**ARTICLE TWO
ADDRESS OF INITIAL DESIGNATED OFFICE**

The address of the initial designated office of the Company in the State of South Dakota is as follows:

101 South Main Avenue, Suite 400
Sioux Falls, SD 57104

**ARTICLE THREE
NAME AND ADDRESS OF THE INITIAL
AGENT FOR SERVICE OF PROCESS**

The name and address of the initial agent for service of process is as follows:

Brian J. Bauer
101 South Main Avenue, Suite 400
Sioux Falls, SD 57104

**ARTICLE FOUR
NAME AND ADDRESS OF EACH ORGANIZER**

The name and address of each organizer is as follows:

Brian J. Bauer
101 South Main Avenue, Suite 400
Sioux Falls, SD 57104

ARTICLE FIVE
DURATION

The period of duration of the Company shall be perpetual, unless sooner dissolved as provided by law.

ARTICLE SIX
MANAGEMENT

Management of the Company shall be vested in a Board of Managers which shall be elected by the Members in the manner prescribed in the Company's Operating Agreement. The name and address of the individual designated to serve as the sole initial Manager of the Company, until his successor is duly-elected and qualified, is as follows:

Norman G. Drake
402 West Ninth Street
Sioux Falls, SD 57104

ARTICLE SEVEN
LIABILITY OF MEMBERS

None of the Members of the Company shall be liable under a judgment, decree or order of a court, or in any other manner whatsoever, for any debt, obligation or liability of the Company.

ARTICLE EIGHT
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 under SDCL Chapter 47-34A 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
INDEMNIFICATION

A. 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 shall be construed as eliminating or limiting the personal liability of a Manager of the Company: (i) for a 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 involved intentional misconduct or a knowing violation of the law; or (iii) for a transaction from which the Manager derives an improper personal benefit or a wrongful distribution in violation of SDCL Chapter 47-34A.

B. 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 proceeding, 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 Nine, the Indemnitee shall also be entitled to have paid directly by the Company the expenses incurred in defending any such proceeding against such Indemnitee authorized by applicable law, as the same exists or may hereafter be amended. The right to indemnification conferred in this Article Nine shall be a contract right.

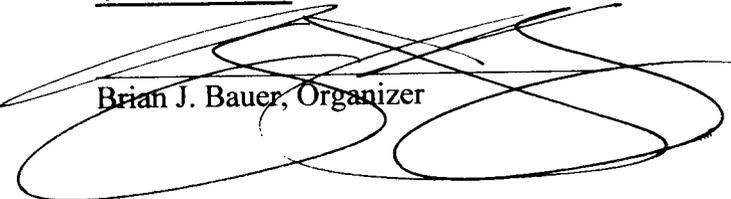
C. The Company may, by action of the Members, provide indemnification to such of the officers, employees and agents of the Company to such extent and to such effect as the Managers shall determine to be appropriate and authorized by applicable law.

D. The rights and authority conferred in this Article Nine 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.

E. Any repeal or amendment of this Article Nine 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.

Dated this 5th day of August, 2016.

ORGANIZER:


Brian J. Bauer, Organizer



South Dakota Secretary of State
SHANTEL KREBS

Return To: BRIAN J BAUER PC
101 SOUTH MAIN AVE STE 400
SIOUX FALLS, SD 57104

From: Secretary of State Shantel Krebs
Corporations Division

Filing Date: 08/08/2016

Re: BOOMERANG INVESTMENTS, LLC (DL049530)
Articles of Organization

The documents on behalf of BOOMERANG INVESTMENTS, 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.

Remitter	Address	Amount Paid
BRIAN J BAUER PC	1421 PINE HILL DR GARLAND, TX 75043-1238	\$150.00
Total:		\$150.00

Description	Invoice Date	Qty	Receipt #	Subtotal
Articles of Organization	08/08/2016	1	443064	\$150.00
Total:				\$150.00

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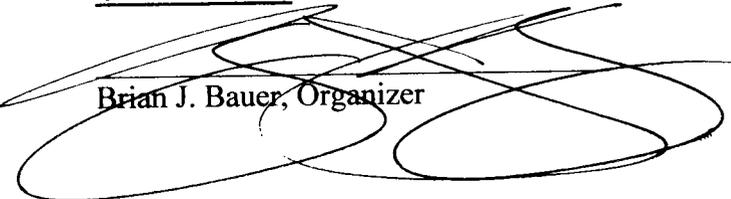
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Brian J. Bauer, Organizer



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