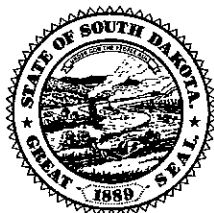


# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Organization Limited Liability Company

ORGANIZATIONAL ID #: DL024309

I, Jason M. Gant, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of **ALTA TERRA DEVELOPMENT, 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 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 April 7, 2011.



Jason M. Gant  
Secretary of State

Cert of Organization LLC Merge

Filed this 7th day of April, 2011  
*Jason Sant*  
SECRETARY OF STATE

RECEIVED  
APR 07 2011  
S.D. SEC. OF STATE

**ARTICLES OF ORGANIZATION  
OF  
ALTA TERRA DEVELOPMENT, LLC**

The undersigned person does hereby form a limited liability company, under the South Dakota Uniform Limited Liability Company Act (the "Act"), codified at SDCL § 47-34A, and adopt as the Articles of Organization of such limited liability company (the "Company") the following:

**ARTICLE I**

Name

The name of the Company shall be "Alta Terra Development, LLC."

**ARTICLE II**

Duration

The duration of the Company shall be perpetual, unless sooner dissolved as provided by State law. The Company may be continued after dissolution and prior to winding up pursuant to SDCL § 47-34A-802 or in accordance with the Operating Agreement of the Company.

**ARTICLE III**

Purposes

The Company is formed in order to engage in the business of investing, holding and developing real estate within the state of South Dakota and also to engage in any other lawful purposes for which a limited liability company may be organized under the laws of the State of South Dakota.

**ARTICLE IV**

Powers

The Company shall have those powers as provided by the Act and applicable state and federal law.

**ARTICLE V**

Designated Office

The street address of the Company's designated office is 601 West Blvd., Rapid City, SD 57701.

**ARTICLE VI**

Registered Agent

The name of the Company's registered agent for service of process is Kent R. Hagg and his address is 601 West Blvd., P.O. Box 8008, Rapid City, SD 57709-8008.

**ARTICLE VII**

Members, Division of Income and Expenses, and Contributions

The Members agree to share in all post formation income and surplus of the Company according to their percentage of ownership.

**ARTICLE VIII**

Liability of Members and Managers

The members shall not be responsible for any of the debts, obligations or liabilities of the company.

## **ARTICLE IX**

### **Additional Contributions**

Additional contributions shall be made at such times and in such amounts as may be agreed to by the Board of Managers as provided for in the Operating Agreement of the Company and as allowed by applicable law.

## **ARTICLE X**

### **Additional Members**

Additional Members may be admitted only at such times and on such terms and conditions as the Board of Managers may unanimously agree in accordance with law.

## **ARTICLE XI**

### **Continuation of Business**

The remaining Member(s) of the Company may continue the business upon the termination of membership of a Member in the Company upon the agreement of the remaining Member(s) or as otherwise provided in the Operating Agreement of the Company.

## **ARTICLE XII**

### **Management**

The Company is to be managed by a Board of Managers, the name and address of each initial manager is as follows:

Brian D. Hagg  
601 West Blvd.  
Rapid City, SD 57701

Rexford A. Hagg  
601 West Blvd.  
Rapid City, SD 57701

Kent R. Hagg  
601 West Blvd.  
Rapid City, SD 57701

John Gomez  
9406 Silver City Rd.  
Silver City, SD 57702

## **ARTICLE XIII**

### **Organizer**

The name and address of the Organizers of the Company are Brian D. Hagg, Rexford A. Hagg, Kent R. Hagg and John Gomez, 601 West Blvd., Rapid City, SD 57701.

## **ARTICLE XIV**

### **Operating Agreement**

The initial Operating Agreement will be adopted by the unanimous consent of the Board of Managers. The power to alter, amend, or repeal the Operating Agreement, or adopt a new Operating Agreement, is vested in the Board of Managers by a unanimous vote of the Managers.

## **ARTICLE XV**

### **Indemnification and Reimbursement**

- (1) The Company shall indemnify any individual made a party to a proceeding because he or she is or was a manager, officer, employee, or agent of the Company against liability incurred in the following event:
  - (a) The individual conducted himself or herself in good faith;
  - (b) The individual reasonably believed that his or her conduct was in, or at least not opposed to, the Company's best interest; and,
  - (c) In the case of any criminal proceeding, the individual had no reasonable cause to believe the conduct was unlawful.

- (2) The Company shall pay for or reimburse the reasonable expenses incurred by a Member, manager, officer, employee, or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:
- (a) The individual furnishes the Company with a written affirmation of the good faith belief that he or she has met the standard of conduct described herein;
  - (b) The individual furnishes the Company a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and,
  - (c) A determination is made that the facts then known to those making the determination would not preclude indemnification under South Dakota Law.
- (3) The indemnification and advance of expenses authorized herein shall not be exclusive of any other rights to which any manager, officer, employee, or agent may be entitled under the Operating Agreement, any Management Agreement, by a vote of Member(s) or disinterested managers, or otherwise. The Articles of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled thereto. Notwithstanding any provision to the contrary, these Articles of Organization shall be interpreted as mandating indemnification and advancement of expenses to the full extent permitted by law.

**ARTICLE XVI**

Amendment

These Articles may be amended in the manner authorized by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization as of the \_\_\_\_\_ day of March, 2011.

  
\_\_\_\_\_  
BRIAN D. HAGG, Organizer

  
\_\_\_\_\_  
KENT R. HAGG, Organizer

  
\_\_\_\_\_  
REXFORD A. HAGG, Organizer

  
\_\_\_\_\_  
JOHN GOMEZ, Organizer