

4871 NANEUM LLC
110 W. Sixth Av, #241
Ellensburg, WA 98926

May 13, 2024

Community Development Services
Kittitas County
Ellensburg, WA

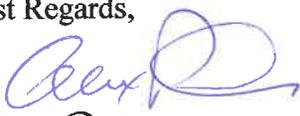
Re: Letter of Authorization to Bind RE Property

To Whom It May Concern:

Alex Palmer is the organizer, governor and managing member of 4871 Naneum LLC, a Washington Limited Liability Company. Mr. Palmer resides at 4871 Naneum Road, Ellensburg, WA 98926.

Be it known to you that, per the Articles of Formation and the purposes of the Company, Alex Palmer is authorized to bind the real estate asset(s) of the Company. Mr. Palmer has the authority to buy, sell, trade, lease, merge, divide, join or otherwise encumber the real property of the Company which is known as 4871 Naneum Road, Ellensburg, WA.

Best Regards,


Alex Palmer
Alex Palmer, Governor

RECEIVED
MAY 14 2024

Kittitas County CDS

BUSINESS INFORMATION

Business Name:

4871 NANEUM LLC

UBI Number:

604 282 427

Business Type:

WA LIMITED LIABILITY COMPANY

Business Status:

ACTIVE

Principal Office Street Address:

110 W 6TH AVE # 241, ELLENSBURG, WA, 98926-3106, UNITED STATES

Principal Office Mailing Address:

110 W 6TH AVE # 241, ELLENSBURG, WA, 98926-3106, UNITED STATES

Expiration Date:

04/30/2025

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

04/26/2018

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

ANY LAWFUL PURPOSE

REGISTERED AGENT INFORMATION

Registered Agent Name:

ALEX PALMER

Street Address:

110 W 6TH AVE # 241, ELLENSBURG, WA, 98926-3106, UNITED STATES

Mailing Address:

110 W 6TH AVE # 241, ELLENSBURG, WA, 98926-3106, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		ALEX	PALMER
GOVERNOR	INDIVIDUAL		DEBORAH	PALMER

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

4871 NANEUM LLC

A WA LIMITED LIABILITY COMPANY, effective on the date indicated below.

Effective Date: 04/26/2018
UBI Number: 604 282 427



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 04/26/2018

**OPERATING AGREEMENT OF
4871 NANEUM LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") is made the 26th day of April 2018, by the undersigned Members of 4871 NANEUM LLC, a Washington limited liability company (the "LLC"), and the LLC. This Agreement governs the relationships among the Members as Members and the relationships between the LLC and its Members pursuant to the Washington Limited Liability Company Act, Chapter 25.15 RCW (the "Act").

RECITALS:

- A. The Members all desire to enter into an operating agreement (this "Agreement") to regulate the operations and dissolution of the LLC under the Act; and
- B. The Members desire that the LLC be Member managed.

AGREEMENT:

SECTION 1

Place of Business

The LLC's principal place of business is 4871 Naneum Rd, Ellensburg, WA 98926-6974. A majority of the Members may from time to time change the LLC's principal place of business to another location and add additional places of business.

SECTION 2

Business

The LLC's business is (a) to own, operate, improve, lease, sell (in whole or in part), hold and invest in or otherwise deal with real estate, personal property, and real properties and businesses, and to carry on any lawful business or activity which may be related to said activities and/or conducted by a limited liability company organized under the Act; and (b) To exercise all other powers that may be necessary or convenient to carry out the business of the LLC, except as expressly limited by the provisions of this Agreement, the LLC's Certificate of Formation, or the Act.

SECTION 3

Duration

The period of the LLC's duration is perpetual.

SECTION 4

Capital and Membership Interests

4.1. Each Member's Share. Each Member owns that Membership Interest and that share of the total LLC Capital indicated on Schedule A.

4.2. Adjustments.

4.2.1. Each Member's capital account will be adjusted whenever necessary, to reflect:

4.2.1.1. His or her distributive share of LLC profits and losses, including capital gains and losses;

4.2.1.2. His or her additional contributions to the LLC; and

4.2.1.3. Distributions made by the LLC to the Member.

4.2.2. A Member's loans to the LLC are not to be added to his or her Capital Account.

4.3. No Interest Paid. No Member will receive any interest on his or her capital contributions or Membership Interest.

4.4. Withdrawal of Capital. Any Member may withdraw from the LLC on six (6) months written notice to each other Member. Upon such withdrawal, the LLC will distribute to the Member his or her capital account. The LLC may satisfy such withdrawal distribution in cash, assets, fractional shares of assets, or any combination deemed appropriate by the Members holding a majority of the Membership Interests.

SECTION 5

Profits, Losses, and Cash Flow

5.1. Profits and Losses. The LLC's net profits and losses will be computed in accordance with generally accepted accounting principles, consistently applied. The LLC's net profits and losses, and every item of income, deduction, gain, loss, and credit therein, will be allocated proportionately among the Members according to their capital accounts. No Member has priority over any other Member as to LLC profits. Notwithstanding any other provision of this section, gain and loss with respect to property contributed to the LLC by a Member will be shared among the Members so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable Treasury regulations.

5.2. Assignment or Death. In the event of an assignment of a Membership Interest or of a Member's death, retirement, or expulsion, profits and losses will be allocated based on the number of days in the particular year during which each Member owned his or her Membership Interest, or on any other reasonable basis consistent with applicable U.S. tax laws and regulations.

5.3. Cash Flow. The LLC will distribute its net cash flow to the Members at least annually. All distributions of LLC net cash flow will be distributed to the Members in proportion to their Membership Interests.

SECTION 6

Management and Operations

6.1. Power in the Members. The Members have in the aggregate the full and exclusive power on the LLC's behalf, in its name, to manage, control, administer, and operate its business and affairs and to do or cause to be done anything they deem necessary or appropriate for the LLC's business, based upon a majority vote with the percentage of Membership units held by the Members, including (but not limited to) the power and authority to:

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- 6.1.1. Sell real or personal property to any person, giving any warranties or assurances deemed appropriate;
 - 6.1.2. Buy, lease, or otherwise acquire real or personal property to carry on and conduct the LLC's business;
 - 6.1.3. Borrow money for the LLC's business;
 - 6.1.4. Issue promissory notes and other debt instruments (negotiable or nonnegotiable), in any amounts and secured by any encumbrance on all or any part of the LLC's assets;
 - 6.1.5. Assign any debts owing to the LLC;
 - 6.1.6. Engage in any other means of financing;
 - 6.1.7. Enter into any agreement for sharing of profits and joint venture with any person or entity engaging in any business or venture in which the LLC may engage;
 - 6.1.8. Manage, administer, conserve, improve, develop, operate, lease, utilize, and defend the LLC's assets, directly or through third parties;
 - 6.1.9. Execute any type of agreement or instrument in connection with any other LLC power;
 - 6.1.10. Employ all types of agents and employees (including lawyers and accountants) as may seem proper;
 - 6.1.11. Buy or otherwise obtain the use of any type of equipment or other property that may be convenient or advisable in connection with any LLC business;
 - 6.1.12. Incur any reasonable expense for travel, telephone, telegraph, insurance, taxes, and such other things, in carrying on the LLC's business;
 - 6.1.13. Sue and be sued, complain and defend in the LLC's name of and on its behalf; and