



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive. Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN

June 28, 2017

CRAIG FROST
BBC LLC
11950 SPANWAY
POST FALLS ID 83854

Re: 95-9024 – Ownership Change

Dear Mr. Frost:

I am returning the Ownership Change you submitted. In order to process this, a document showing that this property is in the name of BBC LLC is required. A warranty deed or quitclaim deed would work. (see item 7).

If you have questions regarding this matter, please contact our office.

Sincerely,

Carolyn Monitz
Technical Records Clerk
IDWR
Northern Region

CM/encl

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 19 2017

IDWR/NORTHERN

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-9024	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Craig Frost

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): BB-C LLC

New owner(s) as listed on the conveyance document

Name connector

☐ and ☐ or ☐ and/or

11950 Spanway Post Falls ID 83854
Mailing address City State ZIP

509-655-4272 leer60@aol.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 7/2011

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

7. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document - warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

8. Signature: BB-C LLC [Signature] Member 6/15/17
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

Approved by _____ Processed by _____ Date _____

**LIMITED LIABILITY COMPANY OPERATING
AGREEMENT FOR
BB & C AVIATION, LLC**
A Member Managed Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (the Agreement) is made and entered into this fourteenth day of October, 2010, by:

Craig Frost

And each individual or business entity later subsequently admitted to the Company. These individuals and/or business entities shall be known as and referred to as "Members" and individually as a "Member".

As of this date, the Members, through their agent, The Company Corporation, have formed the BB & C Aviation Limited Liability Company named above under the laws of the State of Delaware. Accordingly, in consideration of the conditions contained herein, they agree as follows:

ARTICLE I

Company Formation and Registered Agent

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. A Certificate of Formation shall be filed with the Delaware Secretary of State's office.
- 1.2 **NAME.** The name of the Company shall be : BB & C Aviation, LLC. The Company may do business under that name and under any other name or names which the Manager determines to be appropriate.

- 1.3 REGISTERED OFFICE AND AGENT. The location of the registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808-9905.
- 1.4 TERM. The Company shall continue for a period of thirty (30) years unless dissolved by:
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
 - (b) The death, resignation, expulsion, bankruptcy, retirement of a Member of the occurrence of any other event that terminates the continued membership of a Member of the Company; or (d) Any other event causing a dissolution of a Limited Liability Company under the laws of Delaware.
- 1.5 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4 (c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4 (c). If not so exercised, the right of the Members to continue the business of the Company shall expire.
- 1.6 BUSINESS PURPOSE. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability Law of the State of Delaware.
- 1.7 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business for the Company shall be:
- 2711 Centerville Road, Ste 400
Wilmington, Delaware 19808
- or at such other place as the Members from time to time select.
- 1.8 THE MEMBERS. The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.
- 1.9 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company

through issuance by the company of a new interest in the Company without prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 INITIAL CONTRIBUTIONS. The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement.
- 2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.
- 2.3 RETURN OF CAPITAL CONTRIBUTIONS. Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive the return of any Capital Contribution.

ARTICLE III

Profits, Losses and Distributions

- 3.1 PROFITS/LOSSES. For financial accounting and tax purposes, the Company's net Profits or net Losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704.1.
- 3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury

Regulation 1.704-1. To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset.

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** Craig Frost is hereby appointed the Manager of the Company. The Business and affairs of the Company shall be managed under the direction and control of the Manager, and all powers of the Company shall be exercised by or under the authority of the Manager. No other person shall have any right or authority to act for or bind the Company except as permitted in this Agreement or as required by law. The Manager has authority to act for the Company solely by virtue of being a Member and Manager.
- 4.2 **GENERAL POWERS.** The Manager shall have the full power to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company, including, without limitation, any and all deeds, contracts, leases, mortgages, deeds of trust, promissory notes, security agreements, and financing statements pertaining to the Company's assets or obligations, and to authorize the confession of judgment against the Company. No person dealing with the Manager need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the Manager, or as to the authority of the Manager in executing the same.
- 4.3 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Members may designate. The Members shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.4 **COMPANY INFORMATION.** Each Member or his authorized representative shall have access to and may inspect all books and records regarding the Company or its

activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

- 4.5 EXCULPATION. Any act or omission of the Members, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the other Members.
- 4.6 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, employee or agent of the Company, or is or was serving at the request of the Company, in expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.7 RECORDS. The Members shall cause the Company to keep at its principal place of business the following:
- (a) a current list in alphabetical order of the full name and the last known street address of each member;
 - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
 - (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

- (d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

- 5.1 REIMBURSEMENT. The Company shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1 BOOKS. The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Members shall select. The Company's accounting period shall be the calendar year.
- 6.2 MEMBER'S ACCOUNTS. The Members shall maintain separate capital and distribution accounts for each Member. Each Member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1 and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
 - (b) credit balances transferred from his distribution account to his capital account;
- and decreased by: (a) distributions to him in reduction of Company capital; (b) the Member's share of Company losses if charged to his/her capital account.
- 6.3 REPORTS. The Members shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF
BB & C AVIATION, LLC**

LISTING OF MEMBERS

As of the 14th day of October, 2010, the following is a list of Members in the Company:

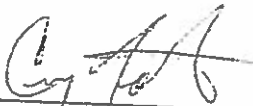
NAME;

ADDRESS;

Craig Frost

9401 N Bruce Rd.
Spokane, WA 99217

Authorized by Members to provide Member Listing as of this 14th day of October, 2010.



Craig Frost—Member