

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 10 2016

Department of Water Resources
Eastern Region

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
21-11222 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
21-11223 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
21-11224 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

HDA Trucking

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

IP Lakeside LLC

New owner(s) as listed on the conveyance document

Name connector

☐ and ☐ or ☐ and/or

P.O. Box 470

Island Park

ID

83429

Mailing address

City

State

ZIP

208-358-0046

bcmiller@pmt.org

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: May 13, 2016

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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):
 o \$25 per undivided water right.
 o \$100 per split water right.
 o No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 21-11222

- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:

Signature of new owner/claimant

Owner

Title, if applicable

6-10-16

Date

- Signature:

Signature of new owner/claimant

Owner

Title, if applicable

6-10-16

Date

For IDWR Office Use Only:

Received by

Date

6-10-16

Receipt No.

E042159

Receipt Amt.

\$75.00

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9

Approved by

Processed by

Date

7/11/2016

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
535 First American Circle
Rexburg, ID 83440

First American Title Company

Instrument No. 558121
13 Day May 2016
At 12 O'Clock 08 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$16.00
EL Deputy
Recorded at Request of
First American Title - Rexburg

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 584781-RX (jb)

Date: May 10, 2016

For Value Received, **HDA Truck Pride, a Delaware Corporation who acquired title as HD America, Inc., a Missouri Corporation**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **I P Lakeside LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **366 South 1700 East, Jerome, ID 83338**, the following described premises, situated in **Fremont County, Idaho**, to-wit:

PARCEL 1:

TOWNSHIP 13 NORTH, RANGE 42 E.B.M., FREMONT COUNTY, IDAHO

SECTION 24: GOVERNMENT LOT 3 AND THE NORTH 897 FEET OF GOVERNMENT LOT 4; WHICH INCLUDES ALL OF LAKESIDE SUBDIVISION DIVISION NO. 1, FREMONT COUNTY, IDAHO AS SHOWN ON THE PLAT RECORDED AUGUST 28, 1989, AS INSTRUMENT NO. 411256 AND RE-RECORDED JANUARY 2, 1990, AS INSTRUMENT NO. 412888, AND ALL OF LAKESIDE SUBDIVISION DIVISION NO. 2, FREMONT COUNTY, IDAHO AS SHOWN ON THE PLAT RECORDED FEBRUARY 19, 1993, AS INSTRUMENT NO. 425451.

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT A POINT THAT IS NORTH ALONG THE SECTION LINE 868.4 FEET AND N. 85°11' W. ALONG THE SOUTH LINE EXTENSION OF A LOT REFERRED TO BY THE FREMONT COUNTY ASSESSOR AS LOT 11, TAX NO. 45, A DISTANCE OF 346.90 FEET FROM THE E¼ CORNER OF SECTION 24, RANGE 13 E.B.M., FREMONT COUNTY, IDAHO, SAID POINT BEING AN EXISTING IRON ROD FOUND AT THE SE CORNER OF SAID LOT 11 AND RUNNING THENCE N. 18°29' E. ALONG THE EASTERLY LINE OF SAID LOT 398.98 FEET TO THE SOUTH LINE OF A LOT REFERRED TO BY THE FREMONT COUNTY ASSESSOR AS LOT 6 BERRETT, TAX NO. 49; THENCE SOUTH 67°18' EAST ALONG SAID SOUTH LINE 237.59 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE SOUTH ALONG SAID SECTION LINE 315.84 FEET; THENCE N. 85°11' W. 346.90 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING: BEGINNING AT A POINT THAT IS NORTH 1451 FEET FROM THE E¼ CORNER OF SECTION 24, RANGE 13 E.B.M., FREMONT COUNTY, IDAHO, AND RUNNING THENCE WEST 40 FEET; THENCE SOUTH 250 FEET; THENCE N. 67°24' W. 192 FEET; THENCE S. 18°22' W. 400 FEET; THENCE N. 86°25' W. 311 FEET TO THE SHORE LINE OF THE NORTH FORK RESERVOIR; THENCE NORTHEASTERLY ALONG SAID SHORELINE 1120 FEET, MORE OR LESS TO THE EAST LINE OF SAID SECTION 24, SAID POINT BEING NORTH 1751 FEET FROM THE E¼ CORNER OF SAID SECTION 24; THENCE SOUTH 300 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN EASEMENT 20 FEET WIDE FOR A ROADWAY, APPURTENANT TO THE PROPERTY ABOVE EXCEPTED, RUNNING ALONG THE EAST SIDE OF GOVERNMENT LOT 3 AT THE LOCATION OF THE EXISTING ROADWAY.

ALSO EXCEPTING: BEGINNING AT A POINT WHICH IS S. 00°05'00" W. ALONG THE SECTION LINE 397.00 FEET FROM THE E¼ CORNER OF SECTION 24, TOWNSHIP 13 NORTH, RANGE 42 E.B.M., FREMONT COUNTY, IDAHO, AND RUNNING THENCE S. 00°05'00" W. 500.00 FEET; THENCE N. 89°55'00" W. 87.12 FEET; THENCE N. 00°05'00" E. 500 FEET; THENCE S. 89°55'00" E. 87.12 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING: LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 OF LAKESIDE SUBDIVISION DIVISION NO. 1, FREMONT COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED AUGUST 28, 1989, AS INSTRUMENT NO. 411256 AND RE-RECORDED JANUARY 2, 1990, AS INSTRUMENT NO. 412888.

ALSO EXCEPTING: LOTS 13, 14, 15 AND 16, BLOCK 1; LOT 1, BLOCK 2 AND LOT 6, BLOCK 3 IN LAKESIDE SUBDIVISION DIVISION NO. 2, FREMONT COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED FEBRUARY 19, 1993, AS INSTRUMENT NO. 425451.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 05/10/2016

Warranty Deed
- continued

File No.: 584781-RX (jb)

HDA Truck Pride, a Delaware Corporation who
acquired title as HD America, Inc., a Missouri
Corporation

By: David L. Rhoads

Name: David Rhoads

Title: Chief Financial Officer

STATE OF Idaho)
SS.
COUNTY OF Madison)

On this **13th day of May, 2016**, before me, a Notary Public in and for said State, personally appeared **David Rhoads**, known or identified to me, to be the **Chief Financial Officer** of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.



Jana Bischoff
Notary Public of Idaho

Residing at:

Commission Expires:

Residing in Fremont County
Commission Expires 6-23-2017

**OPERATING AGREEMENT
OF
LAKESIDE LODGE & RESORT, LLC
A LIMITED LIABILITY COMPANY**

This Operating Agreement effective the 18 day of April, 2016, is by and between BLAINE MILLER and CAROLANNE MILLER, as Class A managing members of LAKESIDE LODGE AND RESORT, LLC, and BLAINE MILLER and CAROLANNE MILLER as Class B limited members of LAKESIDE AND RESORT, LLC, an Idaho limited liability company organized pursuant to the Idaho Uniformed Limited Liability Company Act, and hereinafter referred to individually as "Member" and collectively as "Members."

BACKGROUND

1. The members of have formed a limited liability company described herein pursuant to Idaho Code Section 30-6-101 *et. seq.* for the principal purpose of providing farming, dairying and ranching activities.
2. This agreement sets forth the agreement among the parties as to the internal affairs of the limited liability company ("LLC") and the conduct of its business.

TERMS AND CONDITIONS

The parties, intending to be legally bound, agree as follows:

**ARTICLE 1
PRELIMINARY MATTERS**

1.1 Effective date of Agreement; enforceability. The effective date of this Agreement (the "Effective Date") shall be March 30, 2016.

1.2 Filing. In connection with the execution of this Operating Agreement, the Members have caused Articles of Organization that comply with the requirements of the Act to be properly filed with the Idaho Division of Corporations and Commercial Code, and shall execute such further documents (including amendments to the Articles of Organization) and take such further action as is appropriate to comply with the requirements of law for the formation or operation of a limited liability Company in all states and counties where the Company may conduct its business.

1.3 Name. The name of the Company shall be LAKESIDE AND RESORT, LLC.

1.4 Registered Office, Registered Agent. The location of the registered office of the Company shall be 366 S 1700 E, Jerome, ID 83338, and thereafter at such other

as the Members may designate. The Company's registered agent at such address shall be BLAINE MILLER.

1.5 Management of Business. The Managing Member shall be entitled to manage the business. BLAINE MILLER and CAROLANNE MILLER shall be designated as the initial Managing Members. Only a Class A member may be designated as a managing member.

1.6 Character of Business. The business of the Company shall be:

(a) Lodging, Restaurant, and Lounge, Convenience Store, Service Station, and Marina.

(b) Recreational activities, boating, snowmobiling, jet skis, ATVs.

(c) To transact other business. To transact any and all other businesses for which limited liability companies may be formed under Idaho law;

(d) To act on own account or for others. To accomplish any of the foregoing purposes for its own account or as nominee, agent, or trustee for others.

1.7 Principal Place of Business. The location of the principal place of business of the Company shall be 366 S 1700 E, Jerome, ID 83338, or at such other place as the Members from time to time may select.

1.8 The Members. The name and business address of each Member are as follows:

<u>Name</u>	<u>Address</u>
BLAINE MILLER	366 S 1700 E, Jerome, ID 83338
CAROLANNE MILLER	366 S 1700 E, Jerome, ID 83338

1.9 Member of LLC. On the effective date this agreement, the members shall be as described herein as parties. Additional members shall be admitted to the LLC in accordance with Article 5.

1.10 Reservation of LLC management to the Managing Members. Except as otherwise expressly provided in Article 3 or elsewhere in this Agreement:

a. Each Class A member shall be entitled to vote on each LLC matter; and,

b. Each Class A member shall be entitled to bind the LLC in dealings with third parties.

ARTICLE 2
CLASSES OF MEMBERS; MEMBER CONTRIBUTIONS, ETC.

2.1 Classes of members. The LLC shall have two classes of members: "Class A Members" and "Class B Members". Class A members shall have all management rights and duties. Class B members are passive investors with no management rights or duties.

2.2 Contribution by members. Each member has or shall make an initial contribution sufficient enough to give him the following membership interest and ownership percentage:

<u>CLASS A- MANAGING MEMBERS</u>	<u>OWNERSHIP PERCENTAGE</u>
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BLAINE MILLER	5%
CAROLANNE MILLER	5%

<u>CLASS B-LIMITED MEMBERS</u>	<u>OWNERSHIP PERCENTAGE</u>
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BLAINE MILLER	45%
CAROLANNE MILLER	45%

The Class A and Class B ownership percentages shall be combined to determine the total membership ownership interest.

2.3 Valuation of non-cash contributions. Before any member makes a contribution or an additional contribution to the LLC in a form other than money, the members shall agree on the value of the contribution in dollars by affirmative vote of members holding a majority of member votes.

2.4 Promises to make contributions shall be in writing. No promise by a member to make a contribution to the LLC shall be enforceable unless set forth in writing signed by the member.

2.5 Member time commitments and responsibilities. Each Class A member is expected to devote reasonable time and effort to the LLC.

ARTICLE 3
MEMBER VOTING AND AGENCY RIGHTS.

3.1 Matters on which Class A members may vote. Except as otherwise expressly provided in this Agreement, each Class A member may vote on all LLC matters. Class B members shall have no voting or management rights.

3.2 Number of votes that members may cast. On each LLC matter, each Class A member may cast one vote for each percentile interest that member owns.

3.3 Number of votes necessary to decide LLC matters. Except as otherwise expressly provided in this Agreement, each LLC matter shall be decided by the affirmative vote of Class A members holding a majority of Class A member votes.

3.4 Agency rights of members. Each Class A member shall have the right to bind the LLC in dealings with third parties.

3.5 Right of members to obtain information in LLC's possession or control. During normal business hours and after reasonable notice, each member shall be entitled to obtain all information and to inspect and, at the member's expense, to copy all documents and other media in the LLC's possession or control; PROVIDED, that members shall maintain in strict confidence all confidential information in LLC's possession or control.

ARTICLE 4 ALLOCATIONS OF LLC PROFITS AND LOSSES TO MEMBERS; INTERIM DISTRIBUTIONS, ETC.

4.1 Allocations of LLC profits and losses. The LLC shall allocate its profits and losses to the members in accordance with their respective Class A and Class B membership interests, which may be modified from time to time as agreed upon by a majority vote of the Class A members. The members will execute a separate Compensation Agreement to determine each Class A member's annual compensation prior to determining member distributions. The members will execute a separate profit allocation agreement which allocation will be made prior to the allocation of profits, if any, to Class A membership units. All losses shall be borne by Class A members in proportion to their membership interests.

4.2 Allocations of Interim Distributions. The LLC shall allocate to the members Interim Distributions (as defined in Article 4.3) on the same basis on which it allocates its profits and losses.

4.3 Definition of Interim Distribution. For purposes of this Article 4, the term "Interim Distribution" shall mean any distribution by the LLC of its assets to any member as the member's share of LLC profits except:

- a. Distributions to members in connection with the liquidation of their LLC interests (as the term "LLC interest" is defined in Article 4.4); and

- b. Distributions to members in connection with the liquidation of the LLC.

4.4 Definition of "LLC interest." For purposes of this Agreement a member's LLC interest means the member's share of the LLC's profits and losses and the member's right to receive distributions of the LLC's assets.

4.5 No LLC duty to make Interim Distributions. The LLC shall have no duty to make Interim Distributions except as expressly provided in this Agreement or as determined from time to time by the affirmative vote of members having a majority of votes.

4.6 Reimbursement of expenses. If any member incurs a reasonable expense on behalf of the LLC and reasonably documents this expense to the LLC, the LLC shall reimburse the member for this expense as promptly as reasonably possible after receiving this documentation.

4.7 Non-reimbursed expenses. Non-reimbursed expenses incurred by members may be necessary for the LLC and are considered deductible by LLC members.

ARTICLE 5

TRANSFERS AND PLEDGES OF MEMBERSHIP RIGHTS, ETC.

5.1 Restrictions on right of members to transfer and pledge their membership rights. No member nor its shareholders and/or officers shall transfer or pledge to any person all or any part of the member's rights as a member (whether economic or non-economic rights) except upon the unanimous vote of other members (exclusive of member votes held by the member wishing to make the transfer or pledge in question).

5.2 Definition of "transfers." For purposes of this Article 5, "transfers" shall include, without limitation:

- a. Transfers by sale or gift;
- b. Transfers (whether by will, trust or otherwise) taking effect on the death of the transferor; and
- c. Involuntary transfers, including transfers by operation of law and pursuant to bankruptcy and divorce decrees.

5.3 Admissions of additional members by the LLC. The LLC shall admit no person as a member of the LLC after the LLC's formation except upon the unanimous vote of all members of both Class A and Class B.

5.4 Election under Internal Revenue Code section 754. Before any member transfers any of the member's rights as a member to any person, the members shall negotiate in good faith and shall agree whether to file an election under Internal Revenue Code section 754 to adjust the basis of LLC property in connection with that transfer.

ARTICLE 6
MEMBER DISSOCIATIONS BY DEATH, RESIGNATION,
OR OTHERWISE; CONSEQUENCES OF DISSOCIATION

6.1 Definition of "member dissociation." The dissociation of a member means the termination of the member's right to participate in the LLC's business and internal affairs by voting on LLC matters, by acting as an agent for the LLC or otherwise.

6.2 Events of dissociation. A member shall be dissociated only upon the occurrence of one of the following events:

- a. The member dies (or, if the member is an entity, it incurs a dissolution or equivalent event);
- b. A Class A member incurs a Total Disability (as defined in article 6.3);
- c. The member becomes bankrupt;
- d. The member resigns in accordance with Article 6.5;
- e. The member transfers the member's entire LLC interest to another person without the prior written consent of the remaining members;
- f. The member is expelled from membership in the LLC in accordance with Article 6.6.
- g. A member retires.

6.3 Definition of "Total Disability." A Class A member shall be deemed to have incurred a Total Disability within the meaning of Article 6.2(b) if, by reason of any physical or mental disability, the member is unable to participate significantly in the business and internal affairs of the LLC for a 180 consecutive days.

6.4 Determination of Total Disability. Whether a Class A member has incurred a Total Disability and the date on which a Total Disability is incurred shall be determined by the vote of other members holding a majority of members votes (except those of the member about whose disability they are voting).

6.5 Right of member to resign from LLC; notice of resignation. A member may without liability resign as a member of the LLC by giving written notice of resignation to the other members. The resignation shall be effective 60 days after all of the other members have received the notice.

6.6 Member expulsions. A member may be expelled from the LLC:

- a. If the member materially breaches this Agreement and fails to cure the breach within a reasonable time after receiving notice of it;
- b. If the member is convicted of a felony; or
- c. If the member engages in fraudulent or illegal actions relating to the business or internal affairs of the LLC.
- d. By unanimous vote of remaining member.

6.7 Liquidation of Dissociated Member's Interest. In the event that a Member dissociates from the LLC, the dissociating member shall be compensated as follows:

- a. A dissociating member, or his personal representative or assignor, must first offer his entire interest to the LLC at the same price and on the same terms and conditions as he will offer said interest to any third party. The LLC shall have a period of thirty (30) days to accept or reject the offer in whole or in part, at the price (prorated, if the offer is accepted in part) and on the terms and conditions offered, except that full prepayment privileges shall always exist for the LLC and/or the remaining member or members.
- b. If the offer is rejected in whole or in part by the LLC, the interest or the remaining interest of the members shall next be offered on the same terms in writing to the other members for a period of twenty (20) days next following expiration of the thirty (30) day period. The offer to the other members shall be prorated in accordance with the ratio of the capital interests of each member to the total membership interests of all the members other than the one making the offer, on the terms and at prices (as to each offeree) determined by prorating the price. If not all the remaining interest is disposed of under the apportionment, each member desiring to purchase a portion of the remaining interest shall be entitled to purchase the portion that remains undisposed of as his interest in the LLC bears to the interest in the LLC of all other members desiring to purchase portions of the remaining interest.
- c. If none or only a portion of the interest of the member desiring to sell the same is purchased in accordance with paragraphs (a), (b) and (c), then the member may sell his/her interest or the remainder of it to a third person or third persons during the six (6) month period following the expiration of the twenty (20) day period

referred to in paragraph (c), but at a price not lower than the price ascertained in accordance with paragraph (a), (prorated if only a portion), on terms no more favorable than the terms set out in paragraph (b) and only to a third person who is acceptable as a member to the remaining members. This approval shall not be unreasonably withheld. After the expiration of the six (6) month period, no portion of the interest shall be sold without first being re-offered to the LLC and the remaining member or members in accordance with paragraphs (a), (b) and (c).

- d. Any sale or transfer or purported sale or transfer of any membership interest shall be null and void unless made strictly in accordance with the provisions of this Article. The transferee of any member's interest in the partnership shall be subject to all the terms, conditions, restrictions and obligations of this Agreement, including the provisions of this Article.

ARTICLE 7 MEMBERS' DUTY OF CARE

In participating in any matter (a "LLC matter") relating to the business or internal affairs of the LLC, members shall use their best efforts to further the interests of the LLC;

PROVIDED, that a member shall be liable for violations of their duty of care as members and as managers holding Class A membership interest only if they fail to exercise the care that a person of ordinary prudence would exercise in similar circumstances.

ARTICLE 8 MEMBERS' DUTY OF LOYALTY

In matters relating to the business and internal affairs of the LLC, members shall act solely for the benefit of the LLC and not for their personal benefit.

ARTICLE 9 TERM OF AGREEMENT; TERMINATION

The term of this agreement shall begin on the Effective Date (as defined in Article 1.1) and, unless earlier terminated by the parties, shall terminate:

- a. If the LLC is terminated by vote of the members, on the effective date of the certificate of cancellation of the LLC's articles of organization;
- b. If the LLC is terminated by a decree of duly authorized judicial or administrative authority, on the date of termination of the LLC's existence as determined by that authority; or,
- c. By unanimous agreement of all the membership interests in the LLC.

ARTICLE 10
GENERAL PROVISIONS

10.1 Entire Agreement. This agreement contains the entire agreement among the members concerning its subject matter, and it replaces all earlier agreements among them, whether written or oral, concerning its subject matter.

10.2 Amendments. No amendment of the Agreement shall be valid unless in writing and signed by the parties.

10.3 Incorporation of exhibits. All documents identified in this Agreement as exhibits to the Agreement are hereby incorporated in the Agreement and made an integral part of it.

10.4 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Idaho.

10.5 Definition of "person." The term "person" as used in this Agreement shall mean a natural person and any kind of entity.

SIGNATURES AND DATES

In witness of their acceptance of the above terms and conditions, the parties, in their capacities as members have duly signed and dated this Agreement as follows:

CLASS A MANAGING MEMBERS

4-18-2016
Date


BLAINE MILLER

4-18-2016
Date

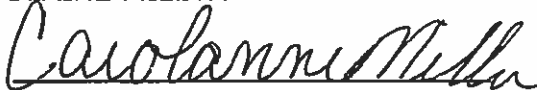

CAROLANNE MILLER

CLASS B LIMITED MEMBERS

4-18-2016
Date


BLAINE MILLER

4-18-2016
Date


CAROLANNE MILLER



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

Title 30, Chapters 21 and 25, Idaho Code

Filing fee: \$100 typed, \$120 not typed

Complete and submit the application in duplicate.

FILED EFFECTIVE

2016 MAR 30 AM 9:15

**SECRETARY OF STATE
STATE OF IDAHO**

1. The name of the limited liability company is:

Lakeside Lodge & Resort, LLC

(Remember to include the words "Limited Liability Company," "Limited Company," or the abbreviations L.L.C., LLC, or LC)

2. The complete street and mailing addresses of the principal office is:

366 South 1700 East, Jerome, ID 83338

(Street Address)

P.O. Box 1293, Twin Falls, ID 83303

(Mailing Address, if different)

3. The name of the registered agent and street address of the registered agent:

John A. Coleman

401 Gooding Street North, Ste 201, Twin Falls, ID 83301

(Name)

(Address cannot be a post office box or postal mail box)

4. The name and address of at least one governor of the limited liability company:

Blaine E. Miller

366 South 1700 East, Jerome, ID 83338

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

5. Mailing address for future correspondence (annual report notices):

P.O. Box 1293, Twin Falls, ID 83303

(Address)

Signature of organizer(s).

Signature: John A. Coleman

Printed Name: John A. Coleman

Signature: _____

Printed Name: _____

Secretary of State use only

IDAHO SECRETARY OF STATE

03/30/2016 05:00

CK: 7995 CT: 72033 BH: 1521220

1@ 100.00 = 100.00 ORGAN LLC #2

W164535