

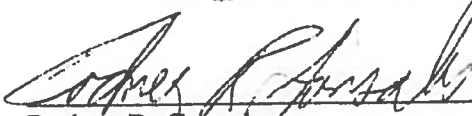
QUITCLAIM DEED

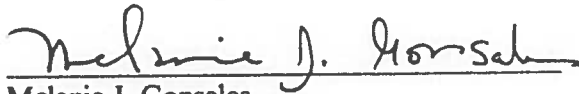
For value received, RODNEY R. and MELANIE J. GONSALES, husband and wife and EDWARD E. SMITH and SUNNIE C. SMITH, husband and wife, and DALLAS E. SMITH and CANDICE R. SMITH, husband and wife, do hereby convey, release, remise and forever quitclaim unto A SWEET PLACE, LLC, Route 1 Box 2070, Corral ID 83322 the following described premises located in Camas County, Idaho, to-wit:

See Exhibit A attached hereto and by this reference made a part hereof as if set forth in full.

Together with Idaho Department of Water Resources
Water License No. 37-07638.

DATED THIS 18th day of June, 2007.


Rodney R. Gonsales


Melanie J. Gonsales

DATED THIS 22nd day of June, 2007.


Edward E. Smith


Sunnie C. Smith

DATED THIS 14 day of June, 2007.


Dallas E. Smith


Candice R. Smith

Recorded at the Request of

Hobday + Hobday

at 11:30 A.M.

June 28, 2007

in Book 36 Page 448

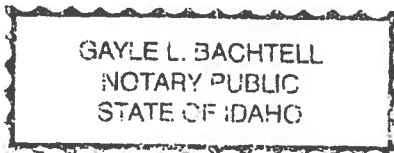
of Deeds

By Balene D. Waller
Fees \$ 9.00

STATE OF IDAHO)
)ss.
County of Camas)

On the 18th day of June, 2007, before me, a Notary Public in and for said state, personally appeared RODNEY R. GONSALES and MELANIE J. GONSALES, husband and wife, known to me to the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal, the day and year above written.

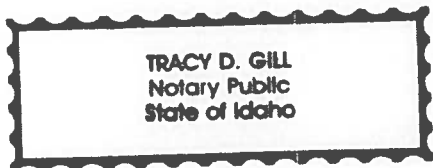


Gayle L. Bachtell
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Fairfield
Commission Expires: 10-19-2011

STATE OF IDAHO)
)ss.
County of Camas)

On the 25th day of June, 2007, before me, a Notary Public in and for said state, personally appeared EDWARD E. SMITH and SUNNIE C. SMITH, husband and wife, known to me to the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal, the day and year above written.

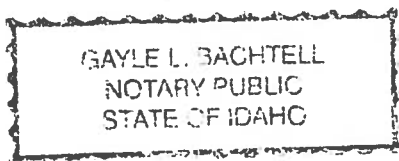


Tracy D. Gill
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Fairfield
Commission Expires: 5-6-2010

STATE OF IDAHO)
)ss.
County of Camas)

On the 14th day of June, 2007, before me, a Notary Public in and for said state, personally appeared DALLAS E. SMITH and CANDICE J. SMITH, husband and wife, known to me to the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal, the day and year above written.



Gayle L. Bachtell
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Fairfield
Commission Expires: 10-19-2011

EXHIBIT A
C050031

Township 1 South, Range 15 East, of the Boise Meridian, Camas County, Idaho

Section 29: The N1/2, and SW1/4.

SUBJECT TO rights of way for Highway purposes over the Northerly, Easterly, and Westerly boundaries of subject property

AND

NW1/4SE1/4

251

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ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

FILED EFFECTIVE

(Instructions on back of application)

2007 MAY 14 PM 12:45

1. The name of the limited liability company is:

A Sweet Place, LLCSECRETARY OF STATE
STATE OF IDAHO

2. The street address of the initial registered office is:

Route 1 Box 2070, Corral ID 83322

and the name of the initial registered agent at the above address is:

Rodney R. Gonsales

3. The mailing address for future correspondence is:

Route 1 Box 2070, Corral ID 83322

4. Management of the limited liability company will be vested in:

Manager(s) ☐ or Member(s) ☒ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name

Address

Rodney R. GonsalesRoute 1 Box 2070, Corral ID 83322

6. Signature of at least one person responsible for forming the limited liability company:

Signature: Rodney R. GonsalesTyped Name: Rodney R. GonsalesCapacity: member

Signature _____

Typed Name: _____

Capacity: _____

Secretary of State use only

 IDAHO SECRETARY OF STATE
 05/14/2007 05:00
 CK: 9877 CT: 22543 BH: 1053411
 1 @ 100.00 = 100.00 ORGAN LLC # 3

W62649

 g:\corp\Normal\LLC form\incusorganization.pdf
 Revised 11/2005

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

**OPERATING AGREEMENT
OF
A Sweet Place, L.L.C.**

THIS OPERATING AGREEMENT is made and entered into and effective as of this 1st day of June, 2007, by and among EDWARD E. SMITH and SUNNIE C. SMITH, husband and wife, RODNEY R. GONSALES and MELANIE GONSALES, husband and wife and DALLASE SMITH and CANDICE R. SMITH, husband and wife (hereinafter referred to collectively as "Members").

The members have formed a limited liability company, A SWEET PLACE, L.L.C., an Idaho Limited Liability Company under the laws of the State of Idaho (hereinafter referred to as "LLC").

The Articles of Organization were filed on May 14, 2007, with the Secretary of State for the State of Idaho.

In consideration of the covenants and the promises made herein, the parties hereby agree as follows:

The LLC'S principal place of business will be located at Route 1 Box 2070, Corral, Idaho, or any other location mutually agreed upon by the Members.

The LLC will continue to exist until terminated or dissolved in accordance with its Articles of Organization, this agreement or by law.

The purpose of the LLC is to engage in any lawful activity for which an LLC may be organized pursuant to the laws of the State of Idaho.

The initial registered agent for the LLC will be RODNEY R. GONSALES, and its registered office will be the office of the registered agent at Route 1 Box 2070, Corral, Idaho, or any other location registered with the State as determined by the Members.

The initial members of the LLC are those persons set forth in this agreement.

Additional persons or entities may be admitted to the LLC as members, and LLC interests may be issued to those additional members, upon the unanimous consent of the Members upon such terms and conditions as determined by the Members and in accordance with the Articles of Organization and this Agreement. All new members must sign a copy of this Agreement and agree to be bound by the terms of this agreement.

No member shall be liable for the debts, obligations and liabilities of the LLC to a third party

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SOUTHERN REGION

unless the Member agrees, in writing, to be liable.

No Member has the authority or power to act for or on behalf of, to bind, or to incur any liability on behalf of the LLC except as provided in this agreement.

The initial Members shall contribute to the LLC the following capital contributions and shall receive the following LLC interests:

<u>NAME</u>	<u>CONTRIBUTION</u>	<u>LLC INTEREST</u>
Edward E. Smith & Sunnie C. Smith, husband & wife		44.6 %
Rodney R. Gonsales & Melanie Gonsales, husband & wife		50 %
Dallas E. Smith & Candice R. Smith, husband & wife		5.4%

Except as specifically set forth in this Agreement, no Member shall be required to make any additional contribution.

A capital account shall be established and maintained for each Member. Each Member's capital account will be accounted for separately and will be maintained in accordance with generally accepted accounting principles.

Each Member's capital account shall be adjusted as follows:

- (a) Each Member's capital account shall be increased by:
 1. Capital contributions of cash and/or property at its agreed upon fair market value;
 2. All items of LLC income and gain (including income and gain exempt from tax).
- (b) Each Member's capital account shall be decreased by:
 1. Distribution of cash and/or property at its agreed upon fair market value;
 2. All items of LLC reduction and loss (including reductions and loss exempt from tax).

Profits and losses shall be net income and net loss as determined by the books and records of the LLC, which shall be kept in accordance with generally accepted accounting principles.

Except as provided in the Internal Revenue Code, all items of income, revenues, deductions, and loss shall be allocated pro rata in accordance with a Member's LLC interest.

Meetings of Members shall be held at the principal office of the LLC unless otherwise agreed to by the Members.

The annual meeting of the Members shall be held on the 14th day of May of each year at the

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principal office of the LLC. At the annual meeting, any proper business may be transacted. If the annual meeting date should fall on a legal holiday, the annual meeting of the members shall be held at the same time and place the next day thereafter, which will be a full business day.

A special meeting of the Members may be called at any time by one or more Member(s) holding interest(s), which in aggregate constitute(s) at least 25% of the LLC interest. A request for a special meeting of Members shall be in writing, specifying the time and place of meeting and the general nature of the business proposed to be transacted. All notices of meetings shall be sent or otherwise given personally by first class mail, fax, telegraph or other communication, to each Member at least ten (10) days prior to the date of the meeting.

Meeting of the Members shall be presided over by the Chairman of the meeting who shall be designated by a majority of the Members at the meeting. The presence, in person or by proxy, of the holders of an aggregate of 51%, or more, of the LLC interest shall constitute a quorum at all meetings of the Members for the transaction of business.

Each Member shall have a number of votes equal to the percentage of LLC interest held by such Member.

Any action which may be taken at any annual meeting or special meeting of Members may be taken without a meeting and without prior notice if consent, in writing, setting forth the action taken is signed by Members holding LLC interests representing the aggregated number of votes equal to or greater than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all LLC interest entitled to vote thereon were present and voted. All such consents shall be filed with the LLC books and records.

Any Member may transfer or assign, in whole or in part, his LLC interest at any time and the Transferee shall have right, title, and interest as the Member may transfer or assign to the Transferee.

The LLC shall establish and maintain appropriate books and records of the LLC in accordance with generally accepted accounting principles. There shall be kept at the principal office of the LLC the following LLC documents:

- (a) A current list of the names and addresses of each member and his capital contribution and LLC interest;
- (b) A copy of the Articles of Organization and this agreement and any amendments

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thereto;

(c) A copy of the LLC Federal and State Income Tax or information return, if any, for the past six (6) fiscal years;

(d) Originals or copies of all minutes, actions by written consent, consents to action and waivers of notice to members, Members votes, actions, and consents; and

(e) Any other information required to be maintained by the LLC pursuant to the laws of the State of Idaho .

With ninety (90) days after close of each fiscal year of the LLC, the LLC shall cause to be prepared and submitted to each Member a balance sheet and income statement for the preceding fiscal year of the LLC in conformity with generally accepted accounting principles. And provide to Members information necessary for them to complete Federal and State Tax Returns.

Each Member has the right, upon reasonable request, for purposes reasonably related to the interest of the Member, to inspect and copy during normal business hours any of the LLC books and records. Such right may be exercised by the Member, his agent or attorney.

All funds of the LLC shall be deposited in the LLC's name in such bank as determined by the Members. All checks, drafts, or other order for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the LLC shall be signed or endorsed by said person or persons and in such manner as, from time to time, shall be determined by the Members.

The LLC's fiscal year shall end on December 31.

For financial reporting purposes, the books and records of the LLC shall be kept on the cash method of accounting applied in a consistent manner and shall reflect all transactions of the LLC and be appropriate and adequate for the purposes of the LLC.

A majority of LLC interests at a meeting of the Members shall appoint a tax matters partner pursuant to Internal Revenue Code §6231 to represent the LLC. The tax matters partner, on behalf of the LLC, shall oversee the LLC tax affairs in the overall best interest of the LLC and make all elections for federal income tax purposes. The tax matters partner shall have all necessary federal and state income and information tax returns prepared and filed on behalf of the LLC. The determination of the tax matters partner as to adjustments to the financial reports, books, records, and returns of the LLC, in the absence of fraud or gross negligence shall be final and binding upon the LLC and all

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of the Members. The LLC shall be dissolved upon the written consent of a majority of the LLC interests.

The LLC shall be terminated upon the distribution of all assets. Members shall cause the LLC to file Articles of Dissolution and take other appropriate action necessary to terminate the LLC pursuant to Idaho Code.

This Agreement may be adopted, amended, altered, or repealed by the vote or written consent of a majority of the LLC interests at a meeting of the Members at which a quorum is present.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns.

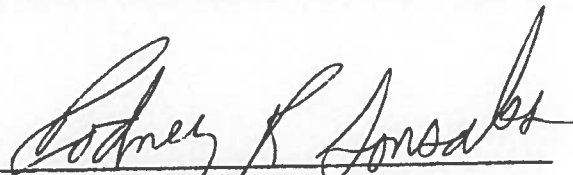
In the event of any litigation, arbitration or other dispute arising as a result of or by reason of this Agreement, the prevailing party in such litigation, arbitration or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute.

Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa.

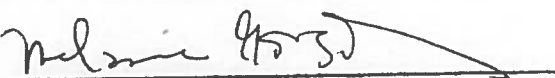
This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Idaho.

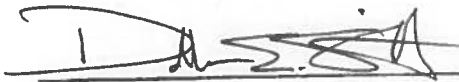
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 1st day of June, 2007.


Edward E. Smith


Rodney R. Gonzales


Sumrie C. Smith


Melanie Gonzales


Dallas E. Smith


Candice R. Smith