

STATE OF IDAHO
RECEIVED DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES print or type. Attach pages with additional information. Instructions are included at the end of this form.
 SOUTHERN REGION Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
47-15248					
47-15249					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
 PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s) FRANCIS AND/OR ALICE DE NARDIS
MELLON VALLEY RT. 3 BUHL, ID 83316
4. New Owner/Claimant(s) De Nardis Farm L.L.C.
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
40 Farm Management Inc.
 New Mailing Address P.O. Box 106
 City, State and ZIP Code Buhl, Idaho 83316
 New Telephone Number 208) 543-8022
3-19-2001
5. Date you acquired the property

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) McHardies Farm L.L.C. (3-19-01)
(include title if applicable) by Helena McHardies Lowell 10/24/06

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____



**Farm
Management
Inc.**

P.O. Box 106
Buhl, Idaho 83316
(208) 543-8022
Fax (208) 543-8083

October 12, 2006

DeNardis Farm L.L.C.
Helena Leavell
25091 So. Central Point Rd.
Canby, OR 97013

Dear Helena:

This letter will serve as an agreement creating a limited power of attorney in Farm Management Incorporated for the express limited purpose of having John O'Connor, the owner/operator of Farm Management, sign for and represent DeNardis Farm L.L.C. concerning matters at The State of Idaho Department of Water Resources. This document, signed by both parties, is for matters that apply to the water rights of the 160 acre property in Melon Valley north of Buhl; the legal description is as follows:

SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, of Section 23, Township 9 South, Range 14, EBM in Twin Falls County approximately 160-acres.

This agreement is in addition to the Management Agreement Contract between the parties and does not affect that previous document.

Signed,

Helena C. Leavell / 10/22/06
Helena Leavell
Partner/Owner

Signed,

John C. O'Connor
John C. O'Connor
President/Farm Manager

AMENDED TRUST AGREEMENT

THIS AGREEMENT made and entered into this 27th day of June, 1995, between ALICE DENARDIS of Buhl, County of Twin Falls, Idaho, herein designated the Grantor, and ALICE DENARDIS of Buhl, County Twin Falls, and ALICE DENARDIS and HELEN DENARDIS LEAVELL of Candey, Oregon, and TERESA DENARDIS CLEMENS, of Burns, Oregon, hereinafter designated the co-trustees.

The Grantor has herewith assigned, transferred and conveyed to the Trustees, the property described in Schedule A, attached hereto, receipt of which is hereby acknowledged by the Trustee and hereby designated as the Trust Corpus, which shall be held by the Trustees in trust for the uses and purposes and upon the terms and conditions hereinafter set forth. The Trustees shall apply and distribute the new income and the corpus of the trust in the following manner and upon the following terms and conditions:

ARTICLE I

A. During the life of the Grantor, Alice DeNardis, to pay over the net income of the trust for and during her lifetime, and in such amount or amounts as she may from time to time demand in writing, delivered to the Trustees, except that such payments shall not exceed in any one year the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00). The Trustees may, however, pay over to the Grantor such additional amounts of principle or income as they may, from time to time, in their

TRUST AGREEMENT - 1 -

sole and absolute discretion determine.

B. Upon the death of Grantor, the Trustees, shall be the sole Trustees and shall hold and manage the trust corpus and income for the benefit of all grantors then living; to-wit:

My Son, Phillip DeNardis, age 54, residing
at 15737 NE Rose Parkway Drive, Portland,
Oregon 97230;

My daughter, Teresa Clemens, age 57,
residing at 769 Ponderosa Village, Burns,
Oregon 97720

My daughter, Sister Mary DeNardis, age 59
residing at Interservice, P.O. Box 2912,
Kampala, Uganda;

My daughter, Helena Leavell, age 60 residing
at 25091 South Central Point Road, Canby,
Oregon 97013;

The interest of each of the children above named shall be equal, so long as said child shall live, and upon the death of any one or more of said children, the interest of the deceased child or children shall inure to, and become, the property of those of grantor's children then living.

ARTICLE II

A. My Trustees, or their nominees, shall act as sole Trustees of the trust estate. The corpus of the trust shall be maintained in one unit and the Trustees shall have the power, and shall hold, manage and control the property comprising the trust estate, collect the income therefrom and out of the same, the Trustee shall pay all necessary and proper expenses of the trust and shall hold and distribute the trust property and income therefrom as follows:

(1) My Trustees shall, under no circumstances, use the corpus of the trust, except that the trustees may, in their sole and absolute discretion, use such portion of the income of the trust as in the Trustee's discretion is appropriate, to assist a beneficiary in any medical or other emergency, provided, however, that the distribution of income to a beneficiary for emergency purposes shall be limited to the distributable share of the beneficiary in said income, unless the remaining beneficiaries agree in writing with the Trustees to authorize a distribution of a greater share of the income of the trust. Under no circumstances, shall the Trustees use the corpus of the trust or distribute any portion of the corpus of the trust without the unanimous consent and approval of all beneficiaries.

(2) The Trustee shall not mortgage, hypothecate, or encumber the trust real estate without the unanimous consent of the beneficiaries provided however, that no mortgage, hypothecation or encumbrance of the trust real estate may be affected by the Trustees, even with the consent of the beneficiaries of the trust, except for purposes of providing for medical or other conditions of emergency of a beneficiary of the trust. Provided, however, that at any time after the death of the Grantor, the beneficiaries, by unanimous mutual consent may sell the trust properties and distribute the same in accordance with the provisions of this Trust Agreement.

(3) The Trustee shall have such further and other powers as are provided by the statutes of the State of Idaho pertaining to the powers of a Trustee which are not inconsistent

with the specific terms of this trust instrument.

ARTICLE III

Notwithstanding anything in this instrument to the contrary, no powers enumerated herein, or accorded to the Trustee pursuant to law, shall be construed to enable any person to purchase, exchange, or otherwise deal with, or dispose of the corpus or income of the trust for less than an adequate or full consideration in money or monies worth, or to enable any person to borrow the corpus or income of the trust, directly or indirectly, without adequate interest and security.

ARTICLE IV

The Trustee shall determine the allocation of all necessary and proper charges and expenses in connection with the trust between the corpus and income including, but not limited to, depreciation provisions in respect to any tangible property and if the charges and expenses of any period apportioned to income exceed the income for such period, to charge such excess against the earliest net income of the trust thereafter realized.

ARTICLE V

The Grantor reserves the right to herself or to any other person at any time by will or deed to add to the corpus of the trust created herein, and any property so added shall be held, administered and distributed under the terms of this agreement.

ARTICLE VI

No interest nor any part of the interest of any

beneficiary of this trust shall be subject in any event to sale, alienation, hypothecation, pledge, transfer, or subject to any debt of said beneficiary or any judgment against said beneficiary or process in aid of execution of any judgment.

ARTICLE VII

If a co-trustee is removed, resigns, dies, or for any reason is unable or unwilling to serve, the remaining trustees shall appoint a successor co-trustee. Every successor trustee shall have the same duties and powers given a trustee by this trust agreement, including the power to appoint a successor trustee. In event of the removal, resignation, health or other disqualification of my Trustees or either of their successor co-trustees shall be appointed from the surviving of my children named herein, i.e., PHILIP DENARDIS and SISTER MARY DENARDIS.

ARTICLE VIII

The Co-Trustees of this trust shall be entitled compensation for their services in the management of this trust, but, in any event, said compensation shall not exceed ten percent (10%) of the gross annual income of the trust.

ARTICLE IX

Neither the co-trustees herein named, nor any successor trustee, shall be required to give any bond or other security.

ARTICLE X

The co-trustees hereunder, nor any successor trustee, shall ever be liable for involuntary losses or for any loss or damage, except for wilful misconduct.

ARTICLE XI

The validity, construction and effect of this agreement and of the trust created hereunder and its enforcement shall be determined by the laws of the State of Idaho.

ARTICLE XII

This trust shall be irrevocable and the Grantor hereby relinquishes all power to revoke or terminate this trust agreement in whole or in part.

ARTICLE XIII

This trust shall terminate and the corpus shall be distributed equally to the surviving beneficiaries not more than five (5) years after the death of Grantor or at such other times as the beneficiaries shall agree in writing, but in no event to exceed 10 years of the date of grantor's death and said Trust Estate shall vest in the beneficiaries then living, to have to hold unto them and their heirs forever.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seal this 27th day of June, 1995.

GRANTOR:

Alice Denardis
ALICE DENARDIS

TRUSTEES:

Helen Denardis Leavell
HELEN DENARDIS LEAVELL

Teresa Denardis Clemens
TERESA DENARDIS CLEMENS

STATE OF IDAHO)
) ss.
County of Termin Falls)

On this 27th day of June, 1995, before me a notary public in and for said state, personally appeared ALICE DENARDIS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(SEAL)

[Signature]
Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Termin Falls)

On this 27th day of June, 19, before me a notary public in and for said state, personally appeared HELEN DENARDIS LEAVELL known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(SEAL)

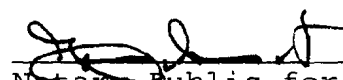
[Signature]
Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Termin Falls)

On this 27th day of June, 1995, before me a notary public in and for said state, personally appeared TERESA DENARDIS CLEMENS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(SEAL)



Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

SCHEDULE A TO THE ALICE DENARDIS TRUST

Parcel 1

The Southwest quarter of the Northeast quarter (SW1/4NE1/4) and the Southeast quarter of the Northwest quarter (SE1/4NW1/4).

Parcel 2

The Northeast quarter of the southwest quarter (NE1/4SW1/4) and the Northwest quarter of the Southeast quarter (NW1/4SE1/4),

Together with all water rights, improvements, hereditaments, including, but not limited to, 50 shares of Twin Falls water stock and any and all other personal properties of grantor including, but not limited to bank accounts, motor vehicles, household goods, stocks, bonds, etc.

Doc #3488

NOTICE OF DISSOLUTION OF ALICE DENARDIS TRUST, AS AMENDED

The original amended Trust Agreement dated June 27, 1995, was created for Alice DeNardis, Buhl, Idaho, Twin Falls County, and named HELENA DENARDIS LEAVELL AND TERESA DENARDIS CLEMENS, daughters, as Co-Trustees to carry out the intent of the Trust.

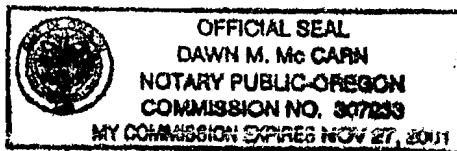
The Second Amendment to the Trust, dated November 16, 1996, directed, among other things, that the trust income and corpus be divided into three (3) equal portions and delivered to the three beneficiaries as soon as possible. The Beneficiaries are:

HELENA DENARDIS LEAVELL
TERESA DENARDIS CLEMENS
PHILIP DENARDIS

The intent and conditions of the Trust have now been carried out to the extent practical and possible, as expressed in the several deeds involving the property recorded in Twin Falls County, Idaho, on April 8, 1998, and January 19, 1999.

The following signatures indicate agreement and satisfaction with the Trust distribution, and agree that the Trust has served its intended purpose and ought now be dissolved and if required by law, such dissolution is to be registered and/or recorded with the appropriate office in Twin Falls County, Idaho.

Helena Denardis Leavell 5/17/99
HELENA DENARDIS LEAVELL (Date)
Co-trustee



Dawn M. McCarn

5/17/99
State of Oregon
County of Blackfoot

Twin Falls County, Id

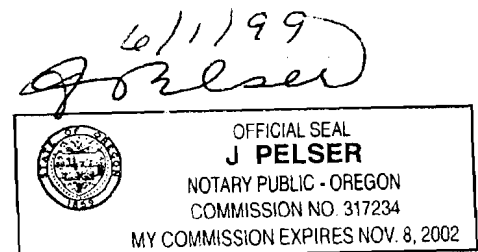
Recorded for:
DENARDIS, PHIL

04:28pm Jul. 19,
1999 - 01338

No. of Pages: 1 Fee:
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CD

Teresa DeNardis Clemens 6/9/99
TERESA DENARDIS CLEMENS (Date)

Philip DeNardis 6-1-99
PHILIP DENARDIS (Date)



6/1/99
J. Pelsner
State of OREGON

1

2

1

3

1.

1

1

1

1

1

2

2

2

2

—

—

4

1 Together will all improvements, appurtenances and hereditaments
2 thereunto belonging or in anywise appertaining including all water
3 rights.

4 WITNESS my hand this 17th day of March, 1998.

5 Alice DeNardis Second Amended Trust

6
7 By Helena DeNardis Leave!!
8 Helena DeNardis Leave!!
9 Co-Trustee

10 By Teresa DeNardis Clemens
11 Teresa DeNardis Clemens
12 Co-Trustee



note
water
rights

27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

IDAHO COUNTY, IDAHO
RECORDED FOR
FELTON
APR 27 1998
RECORDS & EASEMENTS

1998006293

GRANT DEED - 2

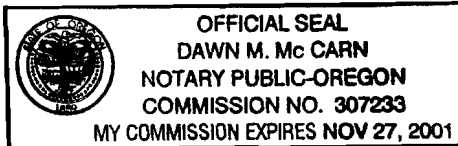
900

JB

1 STATE OF OREGON)
2) ss.
3 County of Clackamas)

4 On this 17th day of March, 1998, before me, the undersigned,
5 a Notary Public in and for said County and State, personally appeared Helena
6 DeNardis Leavell, known or identified to me to be the person whose name is
7 subscribed to the foregoing instrument as co-trustee of the Alice DeNardis Second
8 Amended Trust, and acknowledged to me that she executed the same.

9 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
10 official seal the day and year last above written.

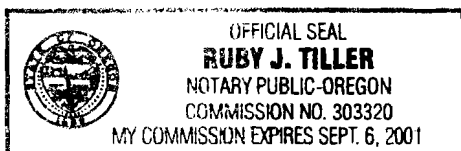


Dawn M. McCarn
Notary Public for State of Oregon
Residing at Oregon City, Oregon
My Commission Expires: 11-27-2001

14 STATE OF OREGON)
15) ss.
16 County of Harney)

17 On this 24th day of March, 1998, before me, the undersigned,
18 a Notary Public in and for said County and State, personally appeared Teresa DeNardis
19 Clemens, known or identified to me to be the person whose name is subscribed to the
20 foregoing instrument as co-trustee of the Alice DeNardis Second Amended Trust, and
21 acknowledged to me that she executed the same.

22 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
23 official seal the day and year last above written.



Ruby J. Tiller
Notary Public for State of Oregon
Residing at Burns, Oregon
My Commission Expires: 9-6-2001

GRANT DEED - 3



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILED/EFFECTIVE

MAR 19 AM 9:13

STATE OF IDAHO

1. The name of the limited liability company is: DENARDIS FARM L.L.C.
2. The address of the initial registered office is: 1377 E. 4400 N. BUHL, ID 83316
_____ and the name of the initial registered agent at that address is: HELENA DENARDIS LEAVELL
3. The mailing address for future correspondence: 25091 SO. CENTRAL PT. RD.
CANBY, OR 97013
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 members, list the name(s) and address(es) of at least one initial member.

Name

Address

HELENA DENARDIS LEAVELL

25091 SO. CENTRAL PT. RD

CANBY, OR 97013

PHILIP DENARDIS

JOHN SCOTT REALTY, 10260 S.W.

GREENBERG RD., SUITE 250

PORTLAND, OR 97223

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

Helena C. Leavell
Philip H. Denardis

IDAHO SECRETARY OF STATE

Secretary of State Use Only

03/19/2001 09:00
CX: 784 CT: 143787 BH: 385529

1 @ 100.00 = 100.00 ORGAN LLC # 2

9 corporations/LLC 1 pgs Revised 8/99

W 14793

OPERATING AGREEMENT
of

8 pages

DENARDIS FARM L.L.C.

a Member-Managed Limited Liability Company

HISTORICAL BACKGROUND-----

1.0 This 160 acre irrigated farm, located north of Buhl, Idaho in Melon Valley, at the address of 1377 East, 4400 North, Buhl, Idaho 83316, was acquired over the years by John and Alice DeNardis, now both deceased. The property was inherited through the Alice DeNardis Trust, (deceased in 1996), by several members of the family and is now equally owned in an undivided half interest by Philip DeNardis and Helena DeNardis Leavell (Leavell Living Trust). These two individuals bought out the interest of a third member of the family, Teresa DeNardis Clemens, several years ago. Sr. Mary DeNardis formally relinquished any and all claims to the property some years ago.

LEGAL DESCRIPTION-----

1.2 Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho
Section 23: NE1/4SW1/4 and NW1/4SE1/4 and SW1/4NE1/4 and SE1/4NW1/4 and East 20 feet of the NE1/4NW1/4 (above also includes the small acreage describing the homestead described in metes and bounds, including the access route to the farm). For further details refer to the recorded land instruments.

1.3 While the Leavell Living Trust is owned by Helena and William Leavell, it is the intention that Helena DeNardis Leavell, be the Member, in this company. If and when, either of the two members are unable to perform their role, it is agreed this Agreement will be revisited and revised, or dissolved as needed, if so requested by the member or heirs of either party.

INTENT-----

2.0 This Operating Agreement will be the only document reflecting the Party's Interests. Its purpose will be to define the ground rules and conditions for managing the DeNardis Farm by the two members, Helena DeNardis Leavell and Philip DeNardis. It will enter into effect upon their witnessed signatures and accepted filing with the State of Idaho of the Limited Liability Company Intent.

CAPITAL INVESTMENT-----

3.0 Each of the members, Helena DeNardis Leavell (Leavell Living Trust), and Philip DeNardis, come to this L.L.C. and Operating Agreement with equal Capital Investment, having inherited or purchased that half interest. Any liens or commitments against either half-interest will be noted in the LLC Book of Records. It is the intent that if there be a future distribution of profits, losses (costs), or other proceeds from the sale of the Farm or other similar circumstances, all this will be taken into account, to equalize the half ownership or final disposition of the land and property equally between the above two members.

PRELIMINARY PROVISIONS

4.0 Effective Date---3/19/01

4.1 This Operating Agreement of the DeNardis Farm L.L.C. will be effective on the date of witnessed signing by the two members above, and upon acceptance by the State of Idaho, of the LLC Application.

(1)

4.2 Formation

4.25 This limited liability company (LLC) is formed by filing Articles of Organization with the State of Idaho's LLC filing office on 5/19/01 2001. The legal existence of this LLC commenced on the date of such filing. A copy of this organizational document has been placed in the LLC's records book.

4.28 Name----- *DeNardis Farm LLC*

The Name of this LLC is as above.

4.3 Registered Office and Registered Agent----- *Helena C. Leavell, 25091 So. Central Pt. Rd., Canby, OR 97013*

The registered office address of this LLC is:

1377 East, 4400 North, Buhl, Idaho, 83316

4.4 The initial mailing office shall be to Helena DeNardis Leavell at 25091 So. Central Pt. Rd., Canby, OR 97013 This can change to the address of Philip DeNardis as agreed by the members.

4.5 The registered agents will be Helena DeNardis Leavell at 25091 So. Central Point Rd., Canby Oregon 97013, Telephone (503) 263-6482 and Philip DeNardis, John L. Scott Realty, ~~10260 SW Greenberg Rd., Suite 250, Portland, OR 97223.~~ *15737 NE Rose Park Way, Portland Or 97230* Telephone (503) 245-1200

4.6 Purpose and Duties of members.

The specific purpose of this LLC will be to operate an agricultural farm, initially by hiring a Farm Management organization to handle on-the-ground farming efforts.

The two members will serve equally in the supervisory management of the Farm, through verbal agreement, with all decisions of substantive value to be discussed and recorded in the LLC Record book. This approach will be used for a trial period of one year and then either continued or amended accordingly by agreement. They will agree as to who will act as the Lead Manager member who will be responsible for contacts with any contractors, Farm Management, and other parties in the conduct of business. The designated Lead Manager will keep the other member fully informed, and duly keep and post the LLC Records book, as appropriate to keep defensible and legally acceptable records.

4.7.. Member's Capital Interests

Each of the two members come into this partnership owning an undivided half interest in all of the land, and other property, and obligated to half of all the debt at the time of signature except that Philip DeNardis is totally liable for the payment of the lien he has committed to in the Washington Mutual loan on the homestead part of the property. Each member's interest in the LLC is equal to a Capital Interest of 50 per cent each.

5.0. Membership Voting

The two Members will agree by concession or, negotiation on matters coming before the LLC for approval.

6.0 Compensation

Members shall not be paid as members of the LLC for performing accepted normal duties associated with such membership. However, they may be paid for any unusual performance of duties in support of the LLC, with the other member's consent.