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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right No(s): 67-11697 PL RECEIVED
 Adjudication Claim No(s): 39576 NOV 05 2007

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

WATER RESOURCES
 WESTERN REGION

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is 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 BIZATES LAND AND CATTLE CO.
4620 PLUM LN, ONIAGIA, OR 97914

4. New Owner/Claimant(s) MANN'S CREEK, LLC
 Name Connector (Check one): [] and, [] or, [] and/or
 New Mailing Address 1 INDEPENDENT DRIVE, SUITE 1600
 City, State and ZIP Code JACKSONVILLE, FL 32202
 New Telephone Number (904) 354-0668

5. Date you acquired the property JULY 16, 2007

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

SUPPORT DATA

IN FILE #

7. Signature of New Owner(s) Sydney A. Gervin II
 or Claimant(s) SYDNEY A. GERVIN II

NOTE: FOR VERIFICATION OF AUTHORITY SEE SECTION 5.1.1 OF ATTACH.
 Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

\$25- paid 11-21-07 W036002 DR WRS 11-21-07

Instrument # 206161

STATE OF IDAHO, COUNTY OF WASHINGTON

2007-07-17 11:11:00 No. of Pages: 5

Recorded for: AMERITITLE

SHARON WIDNER Fee: 15.00

Ex-Officio Recorder Deputy LMcknight

Index To: DEED

Electronically Recorded by Simplifile

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

12529

WE HEREBY CERTIFY THIS IS A
TRUE COPY OF THE ORIGINAL
BY _____

(Space Above For Recorder's Use)

WARRANTY DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BEZATES LAND & CATTLE COMPANY** ("Grantor"), conveys, grants and warrants to **MANN'S CREEK, LLC**, ("Grantee"), whose address is 4751 LONG BOW ROAD, JACKSONVILLE, FL 32210 and its successors and assigns forever, the following described real property:

See Exhibit "A" attached hereto and incorporated herein by this reference.

SUBJECT TO taxes and assessments for the year 2007 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show, and to the permitted exceptions more particularly set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

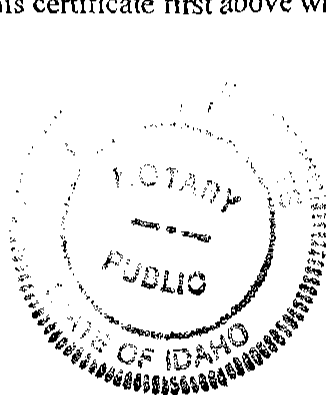
IN WITNESS WHEREOF, the Grantor has executed this instrument on this 16th day of July, 2007.

By John Bezates, pres.
Bezates Land & Cattle Company
By: John Bezates, President

STATE OF IDAHO)
) ss.
County of Lakshington

On this 16th day of July, 2007, before me Christy L. White, a Notary Public, personally appeared **JOHN BEZATES**, known or identified to me to be the President of **BEZATES LAND & CATTLE COMPANY**, 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.

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



Christy L. White
NOTARY PUBLIC FOR IDAHO

Residing at Laurel, ID

My Commission Expires 4/4/09

EXHIBIT A

TOWNSHIP 12 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

- Section 2: $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$;
- Section 3: Lots 1, 2, 3 and 4, $S\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$;
- Section 4: Lots 1, 2, and 3, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$;
- Section 9: $N\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$;
- Section 10: $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$;
- Section 15: $W\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$;
- Section 16: $E\frac{1}{2}$;

TOWNSHIP 13 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

- Section 15: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$;
- Section 17: $SE\frac{1}{4}SE\frac{1}{4}$;
- Section 20: $NE\frac{1}{4}NE\frac{1}{4}$;
- Section 21: $N\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$;
- Section 22: $NW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$;
- Section 26: $SW\frac{1}{4}SW\frac{1}{4}$;
- Section 27: $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, and all that part of the $E\frac{1}{2}NE\frac{1}{4}$ and $NE\frac{1}{4}SE\frac{1}{4}$ lying West or Southwest of the wagon road or highway as the same crosses said subdivision;
- Section 28: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$;
- Section 33: $NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, Lots 1, 2 and 3;
- Section 34: All;
- Section 35: $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$, and all that part of the $SE\frac{1}{4}NW\frac{1}{4}$ lying West or Westerly of the wagon road as the same crosses said subdivision

EXHIBIT B

Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.

(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.*

1. Taxes for 2007 are an accruing lien and not yet due or payable.
2. Liens, levies, and assessments of any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.
3. Reservation of coal and other minerals in U.S. Patents recorded in:

<u>Book</u>	<u>Page</u>
46	459
47	397
49	457
49	499
55	249
59	615
59	637
4. Reservation of an undivided one half interest in all oil, gas and other minerals beneath the surface of the described land, with rights of ingress-egress.. appearing in Quitclaim Deed granted by the Union Central Life Insurance Company in favor of Arthur Wilson, and recorded in Book 53 Deeds, page 618, records of Washington County, Idaho.
5. Reservations in Deed granted by the State of Idaho to Gus Bezates, dated August 6, 1958, and recorded in Book 94 Deeds, page 229, records of Washington County, Idaho, granting the E $\frac{1}{2}$ of Sec. 16, T 12 N, R 5 W, B.M. "...subject to the provisions of Section 58-604 Idaho Code, as amended by Chapter 44, 1951 Session Laws, which grants over all lands belonging to the State, a right-of-way for ditches constructed by authority of the United States; and to the provisions of Section 47-701 Idaho Code, reserving to the State all mineral rights in lands sold subsequent to the 8th day of May, 1923."
6. A right-of-way for a telephone line, and incidental purposes, through, over, and across E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 22, NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 15, T 13 N, and S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 10, T 12 N, R 5 W, B.M., and the right of the United States of America, its officers, agents or employees to maintain, operate, repair and improve the same ... as disclosed by Patent recorded in Book 59 Deeds, page 637, records of Washington County, Idaho.

7. Right-of-way of Mann Creek Wagon Road crossing Sec. 27 and 35, Twp. 13 N, R 5 W as disclosed in Deed recorded September 8, 1941 in Book 61 of Deeds at page 97, Official Records.
8. An Easement 60 feet wide following the route of the existing county road, for the building, enlargement and maintenance of said county road, through $W\frac{1}{2}NW\frac{1}{4}$ Sec. 35, $SW\frac{1}{4}SW\frac{1}{4}$ Sec. 26, $E\frac{1}{2}NE\frac{1}{4}$ Sec. 27, $NW\frac{1}{4}NE\frac{1}{4}$ Sec. 22, $E\frac{1}{2}SE\frac{1}{4}$ Sec. 15, T 13 N, R 5 W, B.M. as granted by Bezates Land and Cattle Company, and recorded in Book 100 Deeds, page 608, records of Washington County, Idaho.
9. Terms and conditions in Deed to the United States of America in Book 88 of Deeds at page 337, Official Records.
10. The effect of an Assignment of BLM Lease #I-16567. S.O.C. Oil Co., Assignor, Farmers Union Central Exchange, Inc., Assignee, recorded December 10, 1981, Book 4 Leases, page 324 records of Washington County, Idaho. ($N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, Sec. 15, $NW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ Sec. 22, $W\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ Sec. 27, $W\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$ Sec. 34, T 13 N, R 5 W B.M.)
11. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of said land covered by Mann Creek.

END

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

NAME AND ADDRESS: BEZATES LAND AND CATTLE CO
4620 PLUM LN
ONTARIO, OR 97914

POINT OF DIVERSION:	T12N R05W S03	NENWSW	Within Washington County
	S04	SENESE	
	S09	NESENW	
	T13N R05W S21	NWNWNW	
	S22	SWNWNW	
	S27	NWSENW	
	S28	NWNWNE	

PLACE OF USE:	Stockwater		Within Washington County
	T12N R05W S03	NWSW	
		S04	NENE
		S09	SENW
	T13N R05W S21	NWNW	
		S22	NWNW
		S28	NWNE
	Domestic		Within Washington County
	Same as Stockwater		

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.E. SECTION 42-1412(6).



EXHIBIT A

TOWNSHIP 12 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

- Section 2: $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$;
- Section 3: Lots 1, 2, 3 and 4, $S\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$;
- Section 4: Lots 1, 2, and 3, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$;
- Section 9: $N\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$;
- Section 10: $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$;
- Section 15: $W\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$;
- Section 16: $E\frac{1}{2}$;

TOWNSHIP 13 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

- Section 15: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$;
- Section 17: $SE\frac{1}{4}SE\frac{1}{4}$;
- Section 20: $NE\frac{1}{4}NE\frac{1}{4}$;
- Section 21: $N\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$;
- Section 22: $NW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$;
- Section 26: $SW\frac{1}{4}SW\frac{1}{4}$;
- Section 27: $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, and all that part of the $E\frac{1}{2}NE\frac{1}{4}$ and $NE\frac{1}{4}SE\frac{1}{4}$ lying West or Southwest of the wagon road or highway as the same crosses said subdivision;
- Section 28: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$;
- Section 33: $NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, Lots 1, 2 and 3;
- Section 34: All;
- Section 35: $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$, and all that part of the $SE\frac{1}{4}NW\frac{1}{4}$ lying West or Westerly of the wagon road as the same crosses said subdivision

OPERATING AGREEMENT

MANN'S CREEK, LLC

EFFECTIVE DATE: JULY 9, 2007

**OPERATING AGREEMENT OF
MANN'S CREEK, LLC**

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER ANY SECURITIES LAWS, IN RELIANCE UPON APPLICABLE EXEMPTION FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

This operating agreement (this "Agreement") of MANN'S CREEK, LLC, an Idaho limited liability company (the "Company"), is entered into as of July 9, 2007, by and among the undersigned Persons (has hereinafter defined) executing this Agreement as Members (as hereinafter defined) as set forth in Exhibit A.

Statement of Background

The parties to this Agreement have caused to be formed the Company as a limited liability company under the Act (as hereinafter defined) and desire to make this agreement which shall be the "operating agreement" as that term is used in the Act. The parties to this Agreement are to be "members" of the limited liability company as that term is used in the Act and are hereinafter collectively referred to as the "Members". The primary purpose of the Company will be to purchase the Property (as hereinafter defined), renovate and improve the house thereon, and sell the Property of completion.

Statement of Agreement

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

**Article I
Defined Terms**

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Idaho Limited Liability Company Act, as amended from time to time.

"Adjusted Capital Account Deficit" means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) the deficit shall be decreased by the amounts which the Interest Holder is obligated to restore pursuant to Article IV, or is deemed obligated to restore pursuant to Regulation Section 1.704-1(b)(2)(ii)(c); and

amount of any liabilities of the Interest Holder assumed by the Company (or which are secured by property contributed by the Interest Holder to the Company), the Interest Holder's allocable share of Loss and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Article IV (other than Section 4.3.3).

If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. If the book value of Company property is adjusted pursuant to Section 4.3.3, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"Capital Proceeds" means the gross receipts received by the Company from a Capital Transaction.

"Capital Transaction" means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards, and insurance proceeds.

"Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements and replacements as determined by the Members. Cash Flow shall not include Capital Proceeds but shall be increased by the reduction of any reserve previously established.

"Cause" means a material reason for removal of a Member or a Manager, as opposed to no reason other than general dissatisfaction on the part of the Members, or other Members if the removed Person is a Member, and includes, without limitation, breach of fiduciary duty, the commission of a felony or other criminal dishonesty by any Person who is either a Manager or a principal in a Member or a Manager, deliberate misconduct or a material breach or failure to exercise reasonable care which, in the good faith opinion of the other Members, is injurious in a material respect to the financial condition or business reputation of the Company. Cause would also include a determination by the other Members that such Member or Manager is in material breach of such Member's or Manager's obligations hereunder.

"Closing Date" means the date upon which the acquisition of the Property is consummated pursuant to the terms of the applicable contract of purchase and sale.

"Code" means the United States Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means the limited liability company formed in accordance with this Agreement.

"DSG" means Development Services Group, Inc., a Florida corporation.

"Family" means a Member's spouse, lineal ancestors or descendants by birth or adoption, siblings, and trusts for the exclusive benefit of a Member or any of the foregoing individuals.

"Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"Interest Holder" means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

"Involuntary Withdrawal" means with respect to any Member, the occurrence of any of the following events:

- (i) the Member makes an assignment for the benefit of creditors;
- (ii) the Member files a voluntary petition of bankruptcy;
- (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
- (iv) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation;
- (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties;
- (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (v);
- (vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, which continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for ninety (90) day sor, if the appointment is stayed, for ninety (90) days after the expiration of the stay during which period the appointment is not vacated;

(viii) if the Member is an individual, the Member's death or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property;

(ix) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;

(x) if the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;

(xi) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter;

(xii) if Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company;

(xiii) if a Manager is also a Member, or owns or controls any interest in a Member, and such Manager is removed for Cause; or

(xiv) if any Member fails to make any Capital Contribution as and when required hereunder.

"Majority Vote of the Members" or "Majority of the Members" means a vote of the Members holding at least 51% of the total Percentages of all the Members.

"Manager" or "Managers" means the Person or Persons designated as such pursuant to Article V.

"Managing Member" means the Member designated as such pursuant to Article V.

"Member" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

"Member Loan Nonrecourse Deductions" means any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulation Section 1.704-2(i).

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

"Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

"Negative Capital Account" means a Capital Account with a balance of less than zero.

"Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Regulation Section 1.704-2(c).

"Nonrecourse Liability" means any liability of the Company with respect to which no Member has personal liability determined in accordance with Code Section 752 and the Regulations promulgated thereunder.

"Percentage" means, as to a Member, the percentage set forth after the Member's name on Exhibit A, as amended, diluted or increased from time to time, and as to an Interest Holder who is not a Member, the Percentage of the Member whose Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Interest.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Positive Capital Account" means a Capital Account with a balance greater than zero.

"Prime Rate" means the prime interest rate quoted or published from time to time by the Wall Street Journal. If the Wall Street Journal should abolish or abandon the practice of publishing or quoting a prime interest rate, or should the same in the Manager's judgment become unascertainable, then the Manager, at its option, may designate an alternative index of interest rates comparable to the prime interest rate; and the rate determined pursuant to such alternative index shall, from and after the date on which the Wall Street Journal abolishes or abandons the practice of publishing or quoting a prime interest rate, or on which same become unascertainable (subject, however, to the resumption of the publication or quotation of the prime interest rate by the Wall Street Journal, in which case such rate shall be the interest rate hereunder, effective as of the date following such resumption), be the interest rate used in lieu of the Prime Rate.

"Priority Return" means an amount equal to twenty five (25%) percent per annum, compounded annually, or such other percentage as may be agreed upon by all the Members from time to time.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, or deduction, required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; and

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.

"Property" that certain real property located in **Washington County, Idaho**, as more particularly described on attached Exhibit B.

"Regulations" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Transfer" means, when used as a noun, any voluntary or involuntary sale, hypothecation, pledge, assignment, attachment, or other disposition, and, when used as a verb, means, voluntarily or involuntarily to sell, hypothecate, pledge, assign, or otherwise dispose of, whether for consideration or gratuitously.

Article II

Formation and Name; Office; Purpose; Term

2.1. *Organization.* Effective with the filing of the Articles of Organization, the Company shall constitute a limited liability company formed pursuant to the Act and other applicable laws of the State of Idaho. The Manager shall, when required, file such amendments to or restatements of the Articles of Organization, in such public offices in the State of Idaho or elsewhere as the Manager deems advisable to give effect to the provisions of this Agreement and the Articles of Organization, and to preserve the character of the Company as a limited liability company.

2.2. *Name of the Company.* The name of the Company shall be "**MANN'S CREEK, LLC**". The Company may do business under that name and under any other name or names upon which the Members select. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate as required by law.

2.3. *Purpose.* The Company is organized solely to purchase and own the Property and to do any and all things necessary, convenient, or incidental to that purpose or any other lawful purpose as hereafter determined by the Members. The Property has been under contract pursuant to a contract executed by DSG. Upon the execution of this Agreement by all Members, DSG shall assign said contract to the Company in return for the payment by the other Members of their respective prorata shares of the earnest money previously paid by DSG.

2.4. *Term.* The term of the Company shall commence with its formation under Section 2.1 and shall continue in perpetuity, unless its existence is sooner terminated pursuant to Article VII of this Agreement.

2.5. *Principal Office.* The principal office of the Company shall be located at **1 Independent Drive, Suite 1600, Jacksonville, FL 32202**, or at any other place the Manager selects.

2.6. *Registered Agent and Office.* The name and address of the Company's registered agent in the State of Idaho shall be **Kathleen Spitzer, 176 North Main Street, Unit 1A, Victor, ID 83455**.

2.7. *Members.* The name, present mailing address, taxpayer identification number, and Percentage of each Member are set forth on Exhibit A.

2.8. *Representations by Members.* Each Member represents, warrants, agrees and acknowledges that:

(a) its execution and delivery of this Agreement and the performance of its obligations hereunder will not conflict with, result in a breach of or constitute a default (or any event that, with notice or lapse of time, or both, would constitute a default) or result in the acceleration of any obligation under any of the terms, conditions or provisions of any other agreement or instrument to which it is a party or by which it is bound or to which any of its property or assets are subject, or violate any statute or any order, rule or regulation of any court or governmental or regulatory agency, body or official, that would materially and adversely affect the performance of its duties hereunder; such Member has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery and performance by such Member of its obligations hereunder;

(b) there is no action, suit or proceeding pending against such Member or, to its knowledge, threatened in any court or by or before any other governmental agency or instrumentality that could adversely affect or would prohibit its entering into or performing its obligations under this Agreement;

(c) this Agreement is a binding agreement on the part of such Member enforceable in accordance with its terms against such Member;

(d) it is acquiring its Interest as a Member for its own account for investment purposes only and not with a view to the distribution or resale thereof in connection with any distribution or public offering thereof within the meaning of the Securities Act, or other applicable securities laws or rules, in whole or in part, and agrees that it will not transfer all or any part of its Membership Interest, or solicit offers to buy from or otherwise approach or negotiate in respect thereof with any Person whomsoever all or any portion of its Membership Interest, in any manner that would violate or cause the Company or any Member to violate applicable federal or state securities laws; and

(e) it has been provided with, or has had access to, such information as it deems necessary to or useful in its evaluation of the merits, risks and tax consequences of an investment in the Company and of making an informed investment decision.

2.9. Other Activities of the Members.

(a) Each of the Members understands that the other party or its Affiliates may be interested, directly or indirectly, in various other businesses and undertakings not included in the Company. Each of the Members agrees that each Member shall have the right to have such other interests and activities and to receive and enjoy profits or compensation therefrom; that each party waives any rights it might otherwise have to share or participate in such other interests or activities of the other; that some of the other business interests, activities and investments of the parties may be in conflict or competition with the business of the Company; that each of the Members may engage in or possess an interest in any other business or venture of any kind, independently or with others, including, without limitation, owning, financing, acquiring, leasing, promoting, developing, improving, operating, managing and servicing real property; and that each Member may engage in any such activities, whether or not competitive with the Company, or to any other party, without any obligation to offer any interest in such activities to the Company; and that the pursuit of such activities, even if competitive with the business of the Company, shall not be deemed wrongful or improper (including, without limitation, leasing space to tenants at locations not owned by the Company).

(b) No Member or any other person employed by, related to or in any way affiliated with any Member shall have any duty or obligation to disclose or offer to any other Member, or obtain for the benefit of the other Member, any other activity or venture or interest therein. No Member, nor any of their creditors or any other person having an interest in such Member shall have (i) any claim, right or cause of action against any other Member or any other person employed by, related to or in any way affiliated with, any other Member by reason of any direct or indirect investment or other participation, whether active or passive, in any such activity or interest therein, or (ii) any right to any such activity or interest therein or the income or profits derived therefrom.

Article III
Capital Contributions; Capital Accounts

3.1. Initial Capital Contributions. The Members shall be obligated to make Capital Contributions to the Company from time to time in cash in the aggregate amounts set forth on Exhibit A attached hereto, which shall be used to fund the Company's equity requirement from the lender providing acquisition financing for the Property, as well as other expenses associated with the Property and any loan secured thereof. Each Member's Capital Contribution shall be made from time to time within ten (10) days of the date when requested by the Company. No Member shall be expected or required to contribute any more cash to the Company unless the Members unanimously vote to contribute more cash if needed for the Property.

3.2. Additional Cash Needs. If additional cash is needed from time to time in excess of the initial Capital Contributions made by the Members, such cash needs will be handled in the following order of available options:

3.2.1. If all Members approve, the Company shall attempt to borrow the money from a lending source acceptable to all Members.

3.2.2. If all Members approve, each Member shall make an additional Capital Contribution according to its respective Percentage.

3.2.3. If neither of the two options set forth above are agreed upon by the Members, any Member may at its option fund the required cash needed, either as a Capital Contribution to which will be added a Priority Return, or as a loan on such terms as shall be then mutually agreed upon by the Members.

3.3. *No Interest on Capital Contributions.* Except as expressly set forth herein, Interest Holders shall not be paid interest on their Capital Contributions.

3.4. *Return of Capital Contributions.* Except as otherwise provided in this Agreement and applicable law, no Interest Holder shall have the right to receive the return of any Capital Contribution.

3.5. *Form of Return of Capital.* If the Interest Holders are entitled to receive a return of any Capital Contribution, the Company may, subject to Section 5.1.3, distribute cash, notes, property or a combination thereof to the Interest Holders in return thereof but solely with respect to notes or property in proportion to their respective Percentages.

3.6. *Capital Accounts.* A separate Capital Account shall be maintained for each Interest Holder.

3.7. *Loan Guaranties.* To the extent that any financing arrangement with respect to the Company or the Property requires guaranties of the Members, then unless the Members otherwise mutually agree, each Member agrees to and shall execute appropriate guaranty agreements acceptable to the Company's lenders of the indebtedness; provided, however, no Member shall in any event be obligated to guaranty any portion of the Company's indebtedness in excess of its Percentage of the total indebtedness to be incurred which has been approved by all the Members.

Article IV Profit, Loss, and Distributions

4.1. *Distributions of Cash Flow and Allocations of Profit or Loss Other Than Capital Transactions.*

4.1.1. *Cash Flow.* For any taxable year of the Company, Cash Flow shall be distributed to the Interest Holders as follows:

4.1.1.1. to pay any Member any Priority Return on any Capital Contributions entitled to a Priority Return, including any Unpaid Priority Return, any loans from Members to the Company in the manner agreed upon or provided in loan documents evidencing such loans, and each Member's Capital Contributions until its Adjusted Capital Balance has been reduced to zero; then

4.1.1.2. any Cash Flow remaining after distributions have been made pursuant to Section 4.1.1.1, shall be distributed to all of the Interest Holders in proportion to their Percentages.

4.1.2. *Profit or Loss.* For any taxable year of the Company, Profit or Loss (other than Profit or Loss resulting from a Capital Transaction, which Profit or Loss shall be allocated in accordance with the provisions of Sections 4.2.1 and 4.2.2) shall be allocated to the Interest Holders as follows:

4.1.2.1. Profit shall be allocated to the Interest Holders in the same order as Section 4.1.1 to the extent of their respective shares of any distributions of Cash Flow made or to be made by the Company pursuant to Section 4.1.1. with respect to such fiscal year;

4.1.2.2. Loss, if any, shall be allocated to the Interest Holders in the same order as Section 4.1.1 to the extent of their respective Positive Capital Account balances and thereafter in proportion to, their respective Percentages.

4.2. *Distributions of Capital Proceeds and Allocation of Profit or Loss from Capital Transactions.*

4.2.1. *Profit.* After giving effect to the special allocations set forth in Section 4.3, Profit from a Capital Transaction shall be allocated in the following order and priority.

4.2.1.1. First, if one or more of the Interest Holders has a Negative Capital Account, to those Interest Holders in proportion to their Negative Capital Accounts, until all of those Negative Capital Accounts have been reduced to zero.

4.2.1.2. Second, any Profit not allocated pursuant to Section 4.2.1. above shall be allocated to the Interest Holders in proportion to, and to the extent of, the amounts, if any, required to increase their Positive Capital Accounts to the amount distributable to them pursuant to Section 4.2.3. below.

4.2.1.3. Finally, any Profit in excess of the foregoing allocations shall be allocated to the Interest Holders in proportion to their Percentages.

4.2.2. *Loss.* After giving effect to the special allocations set forth in Section 4.3, Loss from a Capital Transaction shall be allocated in the following order and priority.

4.2.2.1. First, if any Interest Holder has a Positive Capital Account in excess of its respective Adjusted Capital Balances, to those Interest Holders in proportion and to the extent of the amounts by which their respective Positive Capital Accounts exceed their respective Adjusted Capital Balances, and then to the Interest Holders in proportion to and to the extent of their Positive Capital Accounts until reduced to zero; and

4.2.2.2. Second, any remaining Loss shall be allocated to the Interest Holders in proportion to their Percentages.

4.2.3. *Capital Proceeds.* Capital Proceeds shall be distributed and applied by the Company in the following order and priority:

4.2.3.1. to the payment of all expenses of the Company incident to the Capital Transaction; then

4.2.3.2. to the payment of debts and liabilities of the Company then due and outstanding (excluding all debts due to any Interest Holder) but only if all Members agree that such debts and liabilities should be paid at such time; then

4.2.3.3. to the establishment of any reserves that the Members deem necessary for liabilities or obligations of the Company; then

4.2.3.4. the balance shall be distributed in the same manner as is set forth in Section 4.1.1 concerning Cash Flow.

4.3. *Regulatory Allocations.*

4.3.1 *Qualified Income Offset.* No Interest Holder shall be allocated Losses or deductions if the allocation causes an Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution, which causes the Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Interest Holder, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

4.3.2. *Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3) and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Article IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Interest Holder's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section 4.3.2 shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

4.3.3. *Contributed Property and Book-Ups.* In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided

herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the Regulations thereunder.

4.3.4. *Code Section 754 Adjustment.* To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

4.3.5. *Nonrecourse Deductions.* Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Interest Holders in proportion to their Percentages.

4.3.6. *Member Loan Nonrecourse Deductions.* Any Member Loan Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Interest Holder who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(b).

4.3.7. *Guaranteed Payments.* To the extent any compensation paid to any Interest Holder by the Company, including any fees payable to any Interest Holder pursuant to Section 5.3 hereof, is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Interest Holder other than in the Person's capacity as an Interest Holder within the meaning of Code Section 707(a), the Interest Holder shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Interest Holder's Account shall be adjusted to reflect the payment of that compensation.

4.3.8. *Unrealized Receivables.* If an Interest Holder's Interest is reduced (provided the reduction does not result in a complete termination of the Interest Holder's Interest), the Interest Holder's share of the Company's "unrealized receivables" and "substantially appreciated inventory" (within the meaning of Code Section 751) shall not be reduced, so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon a liquidation or dissolution of the Company pursuant to Section 4.4 hereof that is taxable as ordinary income for federal income tax purposes shall, to the extent possible without increasing the total gain to the Company or to any Interest Holder, be specially allocated among the Interest Holders in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture income. Any questions as to the aforesaid allocation of ordinary income, to the extent such questions cannot be resolved in the manner specified above, shall be resolved by the Manager.

4.3.9. *Withholding.* All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Interest Holders for all purposes under this Agreement. In the

event the Company is obligated to withhold an amount in excess of amounts currently distributable to an Interest Holder, the Company may reduce future amounts distributable to the Interest Holder, treat such amounts as a debt of the Interest Holder to the Company, or require the Holder to contribute such amounts to the Company in payment of such withholding obligation.

4.3.10. *Curative Allocations.* The allocations set forth in Sections 4.3.1, 4.3.2, and 4.3.6 are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Regulations. Notwithstanding any other provision of this Article IV other than such allocations, such allocations shall be taken into account in allocating Profits, Losses and items of Partnership income, gain, loss and deductions to the Interest Holders so that, to the extent possible, the net amount of such allocations of Profits, Losses and other items and those allocations to each Interest Holder in the current and future periods shall be equal to the net amount of items that would have been allocated to each such Interest Holder if the allocations in Sections 4.3.1, 4.3.2, and 4.3.6 had not occurred.

4.4. *Liquidation and Dissolution.*

4.4.1. If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in the manner set forth in Section 4.2 above.

4.4.2. No Interest Holder shall be obligated to restore a Negative Capital Account.

4.5. *General.*

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Manager, subject to the approval of the Members as set forth in Section 5.1.3.

4.5.2. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders at the time the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or

more segments in order to account for Profit, Loss, or proceeds attributable to a Capital Transaction or to any other extraordinary non-recurring items of the Company.

4.5.4. The Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect the economic interest of the Interest Holder without the Interest Holder's prior written consent.

Article V

Management: Rights, Powers, and Duties

5.1. Management.

5.1.1. *Managing Member; Managers.* The Company shall be managed by a "Managing Member" and, if selected by the Managing Member and approved by all Members, may be further managed by one or more managers (sometimes collectively referred to herein as the "Manager" or "Managers"), each of whom may, but need not, be a natural Person or a Member. If the Managing Member is an individual, such Member shall have the title of "Chief Manager" until and unless the Company hires or approves another Person to be Chief Manager. All decisions not specifically reserved to the Members under the Act or this Agreement shall be delegated to the Managing Member and/or a Manager. DSG shall be the initial Managing Member and Sydney A. Gervin, III, shall be the Chief Manager or Manager for purposes of this Agreement until replaced.

5.1.2. *General Powers and Obligations.* Subject to the limitations on their authority set forth in Section 5.1.3 below, the Managing Member and the Manager shall have the authority and obligation, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including without limitation, for Company purposes, the power and obligation to:

5.1.2.1. acquire the Property and conduct any activities thereon according to the Budget

5.1.2.2. enter into agreements and contracts, execute any instrument, checks, drafts, notes and other negotiable instruments, and to give receipts, releases, and discharges;

5.1.2.3. purchase liability and other insurance to protect the Company's properties and business as long as such insurance is addressed in the Budget and the premiums for such insurance do not exceed the amount(s) contained in the Budget;

5.1.2.4. execute any and all other instruments and documents that may be necessary or in the opinion of the Manager(s) desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company; and

5.1.2.5. make full written reports to the other Members on at least a monthly basis, or more often if requested by any Member, including, without limitation, all expenditures, loan draws, and budget reconciliations.

5.1.3. *Extraordinary Transactions.*

5.1.3.1. Notwithstanding anything to the contrary in this Agreement, the Managing Member and the Manager shall not undertake any of the following without the unanimous approval of the Members:

5.1.3.1.1. any Capital Transaction;

5.1.3.1.2. the Company's lending or borrowing money;

5.1.3.1.3. the admission of additional Members to the Company;

5.1.3.1.4. the Company's engaging in business in any jurisdiction that does not provide for the registration of limited liability companies;

5.1.3.1.5 mortgage, pledge, hypothecate, create a lien or security interest against, or further encumber (or contract for, commit to or suffer or permit any of the foregoing) assets of the Company;

5.1.3.1.6 transfer, sell, convey or assign all or substantially all of the assets of the Company, or any interest therein or any title thereto, or contract for or suffer or permit any of the foregoing, including, without limitation, options to purchase and so called "installment sales contracts," "land contracts," or "contracts for deed";

5.1.3.1.7 possess property of the Company, or assign rights in specific property of the Company, for other than Company purposes;

5.1.3.1.8 file a voluntary petition or otherwise initiate proceedings (i) to have the Company adjudicated insolvent or, (ii) seeking an order for relief of the Company as debtor under the United States Bankruptcy Code (11 U.S.C. §§ 101 *et seq.*); file any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the Property, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due, or declare or effect a moratorium on the Company's debt or take any action in furtherance of any proscribed action;

5.1.3.1.9 amend this Agreement;

5.1.3.1.10 incur any expense, or spend any funds, which is not included within the Budget ; or

5.1.3.1.11 make any distribution of Cash Flow or Capital Proceeds;
or

5.1.3.1.12 request additional Capital Contributions.

5.1.4. Limitation on Authority of Members.

5.1.4.1. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member.

5.1.4.2. This Section 5.1 supersedes any authority granted to the Members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Section 5.1 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.1.5. *Removal of a Managing Member or Manager.* A Managing Member or a Manager may be removed at any time by a Majority Vote of the Members, or by any Member for Cause. In the event of removal of a Managing Member or Manager the Members may elect one or more new Persons as Managing Member or Manager(s) pursuant to Section 5.2 below

5.2. Meetings of and Voting by Members.

5.2.1. A meeting of the Members may be called at any time by any Manager or by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place approved by the Members. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding not less than one hundred percent (100%) of the Percentages then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by his duly authorized attorney in fact.

5.2.2. Except as otherwise provided in this Agreement, a Majority Vote of the Members shall be required to approve any matter coming before the Members.

5.2.3. In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding one hundred percent (100%) of the Percentages then held by Members.

5.2.4. Unless otherwise expressly prohibited under applicable law, Members entitled to vote who have an interest (financial or otherwise) in the outcome of any particular matter upon which the Members vote or consent, may vote or consent upon any such matter and their vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

(ii) the deficit shall be increased by the items described in Regulation Section 1.704-1(b)(2)(ii)-(d)(4), (5), and (6).

"Adjusted Capital Balance" means, as of any day, an Interest Holder's total Capital Contributions less all amounts actually distributed to the Interest Holder pursuant to Article IV hereof. If any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Adjusted Capital Balance of the transferor to the extent the Adjusted Capital Balance relates to the Interest transferred.

"Affiliate" means, with respect to any Member, any Person: (i) in the case of an individual, any member of such Person's Family; (ii) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person; or (iv) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person.

"Agreement" means this Operating Agreement, as amended from time to time.

"Appraised Value" shall mean the amount that would be received if all of the assets of the Company were sold to a third party at their appraised value and the net proceeds from the sale (after all debts and liabilities, as well as the amount of all Capital Contributions and Priority Returns, have been deducted) were distributed in accordance with Section 4.2 of this Agreement. If the Members are unable to agree on the Appraised Value, within fifteen (15) days after demand by any Member for such valuation the Members shall appoint an appraiser who shall render a report stating the value of all the assets of the Company. In the case where the Members are unable to agree upon an appraiser, then a Majority Vote of the Members shall determine the appraiser selected to determine the value of the Company's assets. The Company shall pay the fees and costs of the appraiser. The value of the Company's assets contained in the written report of the appraiser shall be deemed the amount the Company would receive from a sale of all of its assets.

"Budget" means the preliminary Budget attached hereto as Exhibit C, as the same may be modified, amended and/or restated from time to time after approval by all the Members.

"Capital Account" means the account maintained by the Company for each Interest Holder in accordance with the following provisions:

(i) an Interest Holder's Capital Account shall be credited with the Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's allocable share of Profit and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of Article IV (other than Section 4.3.3); and

(ii) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the

5.3. *Personal Services*

5.3.1. Other than as set forth herein, no Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Manager, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company. Notwithstanding the foregoing, nothing herein shall limit the ability of the Company to retain the professional services of any Member in exchange for fair and reasonable compensation payable to such Member.

5.3.2. Unless approved by all Members, the Manager shall not be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and purpose thereof, the Manager shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company which have either been approved by the Members, or is otherwise authorized by this Agreement.

5.4. *Duties of Parties.*

5.4.1. The Managing Member and Manager shall devote such time to the business and affairs of the Company as is necessary to carry out their duties.

5.4.2. Except as otherwise expressly provided in Section 5.4.3, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and the Member shall not be accountable to the Company or to any Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to their respective rights (or the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates.

5.4.3. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

5.5. *Specific Duties of Managing Member and Manager.* The Managing Member and Manager shall have the following specific duties in addition to such duties as may be contained elsewhere in this Agreement, or assigned separately by the Members from time to time:

5.5.1. On-site responsibility for the Property, overseeing all aspects.

5.5.2. Budgeting, subject to approval by all Members.

5.5.3. Keep all Members fully informed of all aspects of the Property, whether by telephone, e-mail or mail.

5.6. *Liability and Indemnification.*

5.6.1. The Managers shall not be liable, responsible, or accountable, in damages or otherwise, to any Member or to the Company for any act performed by the Managers within the scope of the authority conferred on the Managers by this Agreement, except for acts of gross negligence, intentional misconduct or knowing violation of the law or for any transaction for which the violator received a personal benefit in breach of this Agreement.

5.6.2. The Company shall indemnify the Managers for any act performed by the Managers within the scope of the authority conferred on the Manager by this Agreement, except for acts of gross negligence, intentional misconduct or knowing violation of the law or for any transaction for which the violator received a personal benefit in breach of this Agreement.

Article VI

Transfer of Interests and Withdrawals of Members

6.1. *Transfers.* No Member may Transfer all, or any portion of, or any interest or rights in, the Membership Rights owned by the Member, and no Interest Holder may Transfer all, or any portion of, or any interest or rights in, any Interest without the consent of all of the Members. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Interests in violation of the prohibition contained in this Section 6.1 shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Rights are attempted to be transferred in violation of this Section 6.1 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Rights. Notwithstanding anything set forth in this Agreement to the contrary, any Member may at any time, and from time to time, Transfer all, or any portion of, or any interest or rights in, the Member's Interest or Membership Rights to (i) any other Member; (ii) any member of the Member's Family; or (iii) any Affiliate of the Member.

6.2. *Voluntary Withdrawal.* No Member shall have the right or power to withdraw by voluntarily act from the Company unless the other Member(s) accept such voluntary withdrawal.

6.3. *Optional Buy-Out in Event of Involuntary Withdrawal.*

6.3.1. If the remaining Member(s) elect to continue the Company after an Involuntary Withdrawal, the withdrawn Member shall be deemed to offer for sale (the "Withdrawal Offer") to the other Member(s) (the "Remaining Members") all of the Membership Rights owned of record and beneficially by the withdrawn Member (the "Withdrawal Interest").

6.3.2. The Withdrawal Offer shall be and remain irrevocable for a period (the "Withdrawal Offer Period") ending at 11:59P.M., local time at the Company's principal office on the sixtieth (60th) day following the date the Members elect to continue the Company. At any time during the Withdrawal Offer Period, the Remaining Members may accept the Withdrawal Offer by notifying the withdrawn Member (the "Withdrawal Notice") of their acceptance. The withdrawn Member shall not be deemed a Member or Manager for the purpose of the vote on whether the Remaining Members shall accept the Withdrawal Offer.

6.3.3. If the Remaining Members accept the Withdrawal Offer, the Withdrawal Notice shall fix a closing date (the "Withdrawal Closing Date") for the purchase which shall be not earlier than ten (10) or later than ninety (90) Days after the expiration of the Withdrawal Period. In the absence of an agreement among the Remaining Members, each Remaining Member shall purchase the Withdrawal Interest in the proportion that his respective Percentage bears to the total Percentages of all of the Remaining Members. If the Remaining Members fail to accept the Withdrawal Offer, the Company shall have ten (10) days to accept such offer and proceed to close the sale pursuant to the terms of Section 6.3.3 and 6.3.4.

6.3.4. If the Remaining Members or the Company, as the case may be, accept the Withdrawal Offer, the Remaining Members or the Company, as the case may be, shall purchase the Withdrawal Interest for a price equal to (the "Withdrawal Purchase Price") the Appraised Value of the Withdrawal Interest as of the date of the closing of the purchase of the Withdrawal Interest. The Withdrawal Purchase Price shall be paid in cash on the Withdrawal Closing Date, unless the Remaining Members or the Company, as the case may be, elect prior to or on the Withdrawal Closing Date to pay the Withdrawal Purchase Price in installments as provided in Section 4 of this Agreement.

6.3.5. If the Remaining Members and the Company fail to accept the Withdrawal Offer, then the withdrawn Member or the withdrawn Member's successor, as the case may be, upon the expiration of the Withdrawal Offer Period, thereafter shall be treated as the unadmitted assignee of a Member.

6.4 *Installment Method.* If the Remaining Members, as the case may be (the "Purchaser"), elect to pay the Purchase Price (the "Indebtedness") on an installment basis, the Purchaser shall evidence the obligation to pay the Indebtedness by executing and delivering its or their promissory note to the withdrawn Member calling for equal monthly payments with a maturity date no longer than five years and with interest accruing at a fixed rate determined as of the date of the loan equal to the Prime Rate plus two percent (2%) per annum but shall not exceed the maximum rate allowed by law.

Article VII

Dissolution, Liquidation, and Termination of the Company

7.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

- 7.1.1. upon the unanimous written agreement of all of the Members; or
- 7.1.2. the entry of a decree of judicial dissolution under the Act; or
- 7.1.3. administrative dissolution under the Act.

Notwithstanding anything contained herein to the contrary, an event of dissociation of a Member under the Act shall not cause the Company to be dissolved and the business of the

Company shall continue despite an event of dissociation of a Member without the necessity of any additional action or consent of the remaining Member.

7.2. *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the Manager shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with Section 4.4.

7.3. *Filing of Documents.* If the Company is dissolved, the Manager shall promptly file all documents required under the Act. If there is no Manager, then the Members shall file all documents required by the Act.

Article VIII **Books, Records, Accounting, and Tax Elections**

8.1. *Books and Records.*

8.1.1. At all times during the existence of the Company, the Manager shall keep or cause to be kept complete and accurate books and records appropriate and adequate for the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the articles of organization and operating agreement and all amendments to the articles and operating agreement; a current list of the names and last known business, residence, or mailing addresses of all Members; the Company's federal, state, and local tax returns; and all other information required by the Act.

8.1.2. The books and records shall be maintained at the Company's principal place of business. Any Member or such Member's duly authorized representative, subject to reasonable standards established by the Members governing what information and documents are to be furnished at what time and location and at whose expense, shall have the right at any time, for any purpose reasonably related to such Member's Interest, to inspect and copy from such books and documents during normal business hours.

8.1.3. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

8.2. *Bank Accounts.* The Members shall maintain or cause to be maintained one or more accounts for the Company in such depositories as the Manager shall select. All receipts of the Company from whatever source received shall be deposited to such accounts, all expenses of the Company shall be paid from such accounts, and no funds not belonging to the Company shall be deposited to such accounts. All amounts so deposited shall be received, held and disbursed by a Person or Persons designated by the Members only for the purposes authorized by this Agreement.

8.3. *Accounting Decisions.* All decisions as to accounting matters, except as this Agreement specifically provides to the contrary, shall be made by the Manager, including the

election to amortize organizational expenses over 60 months under Code Section 709 and the method of accounting (cash or accrual). In addition, the Company shall maintain accounting records in accordance with generally accepted accounting principles.

8.4. *Fiscal and Taxable Years.* The Company's fiscal year shall be its taxable year. The Company's taxable year shall be selected by the Members, subject to the requirements and limitations of the Code.

8.5. *Reports.* Within ninety (90) days after the end of each taxable year of the Company, the Manager shall cause to be delivered to all Members a profit and loss statement for, and a balance sheet as of the end of, such year. Within sixty (60) days after the end of each calendar quarter, the Manager shall prepare and distribute to the Members a statement showing the amounts distributed to each Member during such calendar quarter and for each previous calendar quarter during the fiscal year.

8.6. *Tax Returns.* The Manager shall cause an accountant to prepare all federal, state and municipal tax returns that the Company is required to file, and shall file with the appropriate taxing authorities, all returns required to be filed by the Company in a manner required for the Company to be in compliance with any law governing the timely filing of such returns.

8.7. *Tax Matters Partner.* DSG is hereby designated to act on behalf of the Company as the "Tax Matters Partner" within the meaning of that term in Code Section 6231(a)(7) in administrative and judicial proceedings relating to the determination of LLC items of income, deduction and credit for federal income tax purposes. The Tax Matters Partner shall have all powers and responsibilities provided in Code Section 6231, et seq. The Tax Matters Partner may enter into and execute on behalf of all Members an agreement with the Internal Revenue Service extending the statute of limitations for making an assessment of federal income taxes or the time periods relating to submitting administrative adjustment requests for the Company. The Tax Matters Partner may not enter into any agreement with the Internal Revenue Service which affects the amount, deductibility or credit of any partnership item without the prior written consent of the Members. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities that may come to the attention of the Tax Matters Partner and, in the event of an audit of the Company's federal income tax return, the Tax Matters Partner will provide all Members with the information required by law relating to the administrative or judicial proceedings for the adjustment of partnership items. The Company shall pay and be responsible for all reasonable third party costs and expenses incurred by the Tax Matters Partner in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company.

8.8. *Tax Elections.* The Manager shall have the authority to make all Company elections for federal income tax purposes permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The decision to make or not make an election shall be at the Manager's sole and absolute discretion.

8.9. *Title to Company Property.*

8.9.1. Except as provided in Section 8.9.2, all real and personal property acquired by the Company shall be acquired and held by the Company in its name.

8.9.2. The Manager may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Manager may cause title to be acquired and held in its name or in the names of trustees or nominees for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company, and all of that property shall be treated as Company property.

Article IX

General Provisions

9.1. *Assurances.* Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Manager deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. *Notifications.* Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company shall be given by the Manager. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is addressed. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.3. *Specific Performance.* The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4. *Complete Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

9.5. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the law of the State of Idaho.

9.6. *Section Titles.* The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7. *Binding Provisions.* This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.8. *Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the District of the state where the Managing Member maintains its principal office. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

9.9. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.10. *Severability of Provisions.* Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

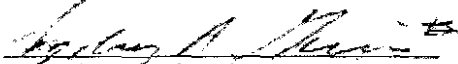
9.11. *Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.12. *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by any Member or the Manager, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof. If the certificate is not received within that ten (10) day period, the Manager shall execute and deliver the certificate on behalf of the requested Member, without qualification, pursuant to the power of attorney granted in Section 5.6.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

THE COMPANY:

MANN'S CREEK, LLC

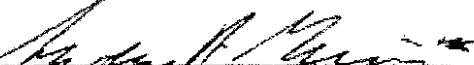
By: 
Name: Sydney A. Gervin, III
Title: Chief Manager

THE MEMBERS:

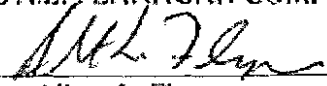
474 CLUB, LLC

By: 
Name: William B. Benton, Jr.
Title: Chief Manager

DEVELOPMENT SERVICES GROUP, INC.

By: 
Name: Sydney A. Gervin, III
Title: President

THE A.L. FLANAGAN COMPANY, INC.

By: 
Name: Albert L. Flanagan
Title: President

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EXHIBIT A
List of Members, Capital Contributions and Percentages

Capital Contribution

Name Address, and Taxpayer <u>I.D. Number</u>	Total Capital Contribution <u>Obligation</u>	<u>Percentages</u>
1. 474 Club, LLC 100 Peabody Place Suite 1200 Memphis, TN 38103 Tax ID 83-0396028	\$383,041.29	50%
2. Development Services Group, Inc. 1 Independent Drive, Suite 1600 Jacksonville, FL 32202 Tax ID 59-2926299	\$306,433.03	40%
3. The A.L. Flanagan Company, Inc. 238 Anchor Drive Brunswick, GA 31523 Tax ID 58-2158012	\$76,608.26	10%

EXHIBIT B
Legal Description

TOWNSHIP 12 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 2: W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Section 3: Lots 1, 2, 3 and 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
Section 4: Lots 1, 2, and 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
Section 9: N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
Section 10: NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
Section 15: W $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$;
Section 16: E $\frac{1}{2}$;

TOWNSHIP 13 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 15: SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
Section 17: SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 20: NE $\frac{1}{4}$ NE $\frac{1}{4}$;
Section 21: N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
Section 22: NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
Section 26: SW $\frac{1}{4}$ SW $\frac{1}{4}$;
Section 27: W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, and all that part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West or Southwest of the wagon road or highway as the same crosses said subdivision;
Section 28: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
Section 33: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, Lots 1, 2 and 3;
Section 34: All;
Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, and all that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying West or Westerly of the wagon road as the same crosses said subdivision

EXHIBIT C Budget

FOR CLOSING

SOURCES

Loan Amount	\$2,250,000	
Binder Deposit	<u>10,000</u>	
Total Sources		2,260,000

Uses

Purchase Price	\$(3,000,000)	
Title Insurance	(7,500)	
Loan Fee	(22,500)	
Appraisal Fee	(3,000)	
Stock Purchase	(1,000)	
Title Evidence and Recording Fees	(500)	
Prorated Property Taxes	(2,500)	
Interest Proration	(7,250)	
Miscellaneous	<u>(15,000)</u>	
Total Estimated Uses		(3,059,250)

FOR OPERATIONS AND START UP

Interest Payments (8/1/07 - 12/31/07)	(70,000)	
Liability Insurance	(5,000)	
Working Capital (Thru 9/30/07)	<u>(250,000)</u>	
Total		(325,000)

INITIAL FUNDING BY MEMBERS	(1,174,250)
474 Club, LLC	(562,125)
DSG	(449,700)
The A.L. Flanagan Company, Inc.	(112,425)