

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
DEC 22 2023
DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions. DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-34871	Yes ☒	Yes ☐		Yes ☐	Yes ☐
63-35510	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Godfrey Living Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): HTI-ID 3 LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 784 S Clearwater Loop, Ste R Post Falls ID 83854
Mailing address City State Zip
- 916-416-0280 sgodfrey@hte1.net
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 12/18/2023
6. Do you own the land identified as the water right place of use? Yes ☐ No ☒
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☒ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☒ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 63-34871

8. Signature: [Signature] Managing Member 12/21/23
 Signature of new owner/claimant Title, if applicable Date
Scott Godfrey
 Print name
- Signature: [Signature] Managing Member 12/21/23
 Signature of new owner/claimant Title, if applicable Date
Stephanie Godfrey
 Print name

For IDWR Office Use Only:

Received by KM Date 12.22.23 Receipt No. C117560 Receipt Amt. \$100

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☒ No ☐

Name on W-9 HTI-ID 3 LLC Approved by _____ Processed by [Signature] Date 12-28-23

Water Right Report : 63-34871(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	GODFREY LIVING TRUST	9135 SKY RANCH RD	NAMPA	ID	83686-9189
Original Owner	MILLAR, BRYCE	RT 7 BOX 7380	NAMPA	ID	83651
Previous Owner	AMEN, FRANKIE GENE	9125 SKY RANCH RD	NAMPA	ID	83686-9189
Previous Owner	AMEN, JEANIE	9125 SKY RANCH RD	NAMPA	ID	83686-9189
Previous Owner	SCHELHORN, JULIE M	PO BOX 1790	NAMPA	ID	83653-1790
Previous Owner	SCHELHORN, TIMOTHY J	PO BOX 1790	NAMPA	ID	83653-1790
Trustee	GODFREY, SCOTT J	9135 SKY RANCH RD	NAMPA	ID	83686-9189
Trustee	GODFREY, STEPHANIE J	9135 SKY RANCH RD	NAMPA	ID	83686-9189

Water Right Status

Priority Date : 4/19/1973

Basis : Decreed

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	02N	03W	14	0			SE	SE CANYON	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.23 CFS	72.00 AFA
TOTAL			0.23 CFS	72.00 CFS

Places of Use

[Printable View](#)
[Paged View](#)

Place of Use Legal Description : IRRIGATION (CANYON county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
02N	03W	14			SE	SE	18

Irrigation Totals

Total Acres Acre Limit

18.00

Conditions

Code Conditions

- 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

- X61 The period of use for the irrigation described in this approval may be extended to a beginning date of March 1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before March 15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than April 29, 2009.
- R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
- 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
- T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Dates

Licensed Date :
Decreed Date : 4/29/2009
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date:
Protest Deadline Date:

Other Information

State or Federal : S
Water District Number : EXC
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 4
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

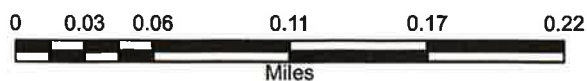
9/18/2023

State of Idaho
Department of Water Resources
Water Right
63-34871
IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 9/18/2023



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



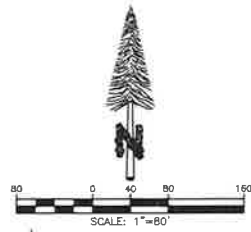
PLAT MAP & DEED CHAIN OF TITLE

SESE, SECTION 14, T2N, R3W

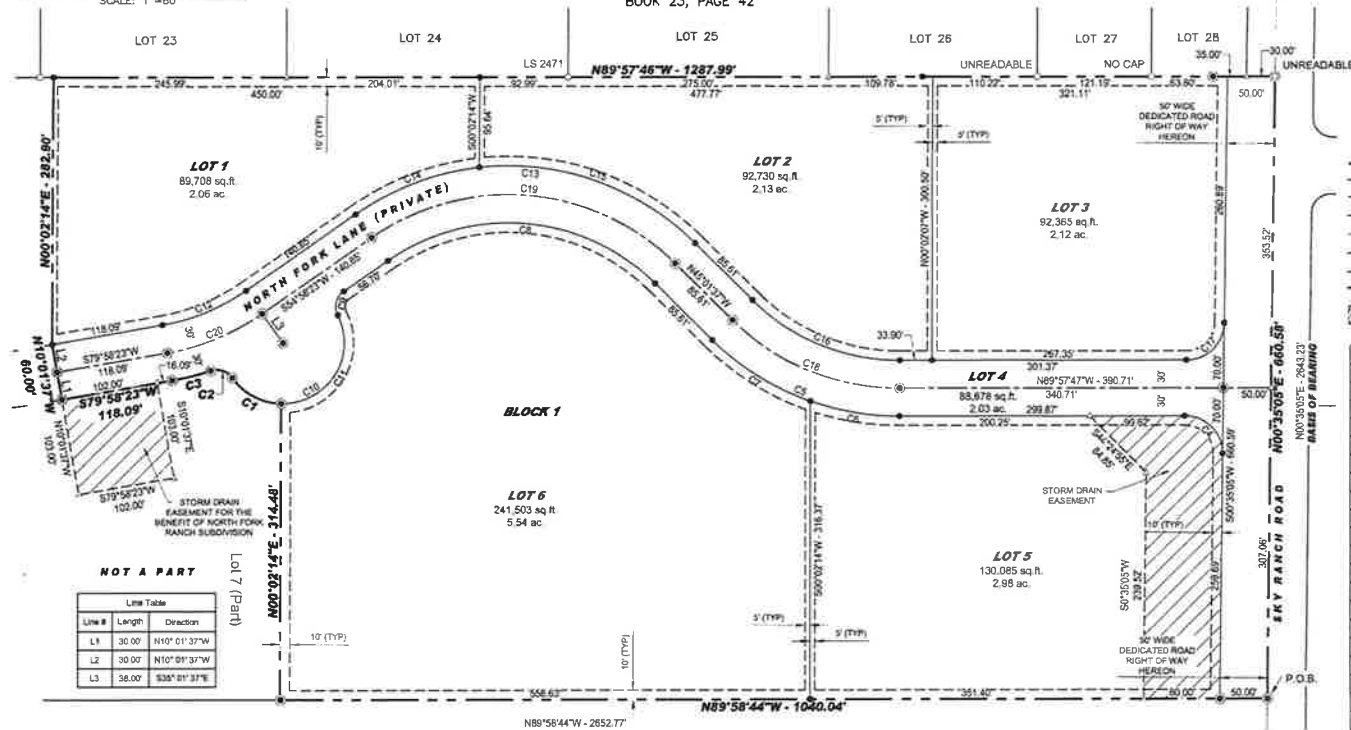
FINAL PLAT FOR NORTH FORK RANCH SUBDIVISION

A PORTION OF THE SOUTHEAST 1/4, OF SECTION 14,
TOWNSHIP 2 NORTH, RANGE 3 WEST, B.M.,
CANYON COUNTY, IDAHO
-2020-

E 1/4
S/8 REBAR
UNREADABLE
CP&F #200148533



SKY RANCH ESTATES
BOOK 23, PAGE 42



LEGEND

- SECTION COR. MONUMENT AS NOTED
- 1/4 COR. MONUMENT AS NOTED
- SET 5/8\" REBAR W/ CAP \"KHC PLS 9895\"
- SET 1/2\" REBAR W/ CAP \"KHC PLS 9895\"
- FOUND 1/2\" REBAR AS NOTED
- FOUND 5/8\" REBAR AS NOTED
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- W.C. WITNESS CORNER
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- ADJOINER LINE
- TIE LINE
- MATCH LINE
- STORM DRAIN EASEMENT

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	80.81	65.00	53°41'12"	32.80'	58.70'	S61°40'31\"E
C2	25.74'	20.00	73°44'19"	15.00'	24.00'	N71°41'55\"W
C3	41.74'	280.00	8°32'27"	20.91'	41.70'	N75°42'10\"E
C4	83.21'	40.00	90°32'53"	40.38'	58.84'	N44°41'21\"W
C5	219.62'	280.00	44°38'23"	118.81'	314.83'	S87°29'49\"E
C6	95.72'	280.00	10°39'14"	48.33'	96.29'	S86°10'22\"E
C7	123.90'	280.00	25°21'05"	62.98'	122.89'	S57°42'11\"E
C8	207.18'	220.00	80°00'00"	184.80'	282.83'	N85°01'33\"W
C9	28.58'	20.00	81°53'03"	17.35'	28.21'	S14°01'52\"W
C10	196.22'	65.00	172°04'55"	926.18'	126.86'	N56°07'48\"E
C11	134.32'	65.00	118°23'43"	108.03'	111.86'	N32°17'12\"E
C12	95.99'	250.00	25°00'00"	48.77'	95.23'	N67°38'23\"E
C13	380.95'	280.00	80°00'00"	234.80'	359.98'	N85°01'37\"W
C14	140.82'	280.00	28°50'10"	71.99'	138.45'	S69°22'33\"W
C15	250.02'	280.00	51°09'41"	134.04'	241.60'	N70°36'27\"W
C16	172.54'	220.00	44°56'10"	90.98'	188.15'	S63°29'43\"E
C17	62.45'	40.00	89°25'01"	38.62'	56.30'	N45°18'39\"E
C18	196.07'	250.00	44°56'10"	103.39'	191.08'	N87°29'43\"W
C19	348.07'	250.00	80°00'00"	298.77'	321.39'	N85°01'37\"W
C20	109.08'	250.00	25°00'00"	56.42'	108.22'	S67°28'23\"W

APPROVAL OF NAMPA HIGHWAY DISTRICT NO. 1

NAMPA HIGHWAY DISTRICT NO. 1 DOES HEREBY ACCEPT THIS PLAT, AND THE DEDICATED PUBLIC STREETS, HIGHWAYS AND RIGHTS-OF-WAY AS ARE DEPICTED ON THIS PLAT, IN ACCORDANCE WITH THE PROVISIONS OF I.C. § 50-1312. PRIVATE STREETS DEPICTED ON THIS PLAT ARE NOT MAINTAINED BY OR UNDER THE JURISDICTION OF THE HIGHWAY DISTRICT. THERE IS NO LEGAL OBLIGATION OR ASSURANCES THAT THE PRIVATE STREETS WILL BE ACCEPTED AS PUBLIC STREETS IN THE FUTURE.

SURVEYORS NARRATIVE

THIS PLAT WAS EXECUTED AT THE REQUEST OF SCOTT J. AND STEPHANIE J. GODFREY. BOUNDARY WAS DEFINED FROM FOUND MONUMENTS. THE SOUTH BOUNDARY WAS ALSO DEFINED FROM FOUND MONUMENTS. THE FENCE ALONG THE SOUTH BOUNDARY AGREES WITH THE MONUMENTS AT THE EAST AND WEST END. THE FENCE IN THE CENTER ENCLOSES ONTO THE PLATTED PROPERTY BY 11.5 FEET. THE ADJOINING NEIGHBOR HAS BEEN MADE AWARE OF THE ENCROACHMENT. THE LOT CORNERS ALONG THE SOUTH BOUNDARY WERE SET AS WITNESS MONUMENTS TO THE ACTUAL CORNERS DUE TO THE FACT THAT THE ADJOINING LAND OWNER WOULD NOT ALLOW ACCESS. THE ADJOINING NEIGHBOR CLAIMS THAT THEY RETAINED THE SERVICE OF LAND SURVEYOR TO STAKE THE LINE PRIOR TO BUILDING THE FENCE IT IS UNCLER HOW THIS STAKING WAS PERFORMED OR HOW THE FENCE WAS PLACED OTHER THAN THAT IT IS CURRENTLY OUT OF POSITION.

BASIS OF BEARING:

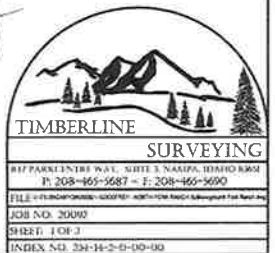
THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 3 WEST, BOISE MERIDIAN, TAKEN AS NORTH 00°35'05\" EAST AND DISTANCE BETWEEN MONUMENTS FOUND TO BE 2643.23 FEET.

CHAIRMAN

DATE

DISCLAIMER

Timberline Surveying assumes no responsibility for present or future compliance or noncompliance of any ordinance to include building permits or the issuance thereof.



GODFREY TRUST ORIGINAL DEEDS

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED PAGE
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

2019-011225
RECORDED
03/20/2019 04:11 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=5 SDUPUIS \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

2019-010581
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03/15/2019 03:49 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=3 DLSTEPHENS \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

****Re-Recorded to correct legal description***

674538 KRC

WARRANTY DEED

For Value Received Timothy J. Schelhorn and Julie M. Schelhorn, husband and wife, herein collectively referred to as Grantor, hereby convey, grant and warrant to Scott J. Godfrey and Stephanie J. Godfrey, as Trustees of the Godfrey Living Trust dated April 2, 2004, hereinafter collectively referred to as Grantee, whose address is 9260 Rock Springs Rd., New Castle, CA 95658, the following described real property, to-wit:

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

RESERVING AND EXCEPTING therefrom, however, a portion of the water rights allotted to the property for the Grantor and Grantor's heirs, executors, and assigns, including claims or title to water whether or not shown by the public record described as follows:

WATER RIGHT NO: 63-32256-

Ground Water SWSE Sec. 14 Twp 02N Rge 03W CANYON County



TWP	RNG	SEC	SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	
02N	03W	14							20.0	2.0	22.0

This reservation includes by its terms access to such water rights retained.

SUBJECT TO taxes and assessments for the year 2019, and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances whether of record or visible on the premises, 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.

Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

EXHIBIT A

A parcel of land being the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Beginning at the South East Corner of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho;

Thence North $0^{\circ} 04' 30''$ West along the Easterly Boundary of Said Section 14 a distance of 660.82 feet to a point being the South-South $\frac{1}{64}$ corner on the easterly boundary of Said Section 14; said point being the REAL POINT OF BEGINNING;

Thence South $89^{\circ} 21' 43''$ West a distance of 2652.70 feet to a point marking the Center-South-South $\frac{1}{64}$ Corner of Said Section 14;

Thence North $00^{\circ} 04' 27''$ West a distance of 661.31 feet to a point marking the Center-South $\frac{1}{16}$ Corner of Said Section 14;

Thence North $89^{\circ} 22' 21''$ East a distance of 2652.68 feet to a point marking the South $\frac{1}{16}$ Corner on the Easterly Boundary of Said Section 14;

Thence South $00^{\circ} 04' 30''$ East a distance of 660.82 feet along the Said Easterly Boundary of Section 14 to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel:

A parcel of land being a portion of the North Half of the Southeast Quarter of the Southeast Quarter, Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Commencing at an iron pin marking the corner common to Sections 14, 13, 24 and 23, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence

North $0^{\circ} 04' 30''$ West a distance of 660.82 feet along the boundary between said Sections 14 and 13 to a point marking the Southeast $\frac{1}{64}$ corner of said Section 14 and 13, said point having a Half inch iron pin set as a witness corner at

South $89^{\circ} 21' 43''$ West a distance of 25.00 feet from the point. Said point being the Real Point of Beginning; thence

South $89^{\circ} 21' 43''$ West a distance of 850.00 feet along the Southeast $\frac{1}{64}$ line of said Section 14 to an iron pin; thence

North $0^{\circ} 04' 30''$ West a distance of 330.00 feet to an iron pin; thence

North $89^{\circ} 21' 43''$ East a distance of 850.00 feet to a point on the said boundary between Sections 14 and 13, said point having an iron pin set at

South $89^{\circ} 21' 43''$ West a distance of 25.00 feet from the said point as a witness corner; thence

South $00^{\circ} 04' 30''$ East a distance of 330.00 feet to the POINT OF BEGINNING.



5680 E. Franklin Rd., Ste. 150
Nampa, ID 83687

**ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT**

File No. 674532 KC/DM

2019-010567	
RECORDED	
03/15/2019 03:26 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=2 DLSTEPHENS	\$15.00
TYPE: DEED	
PIONEER TITLE CANYON - CALDWELL	
ELECTRONICALLY RECORDED	

WARRANTY DEED

For Value Received Timothy J. Schelhorn and Julie M. Schelhorn, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

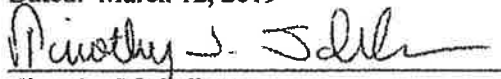
Scott J. Godfrey and Stephanie J. Godfrey, trustees of the Godfrey Living Trust dated April 2, 2004
hereinafter referred to as Grantee, whose current address is 2930 Garrity Blvd Nampa, ID 83687

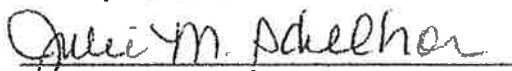
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 12, 2019


Timothy J Schelhorn


Julie M Schelhorn

State of Idaho, County of Canyon

This record was acknowledged before me on March 15th, 2019 by Timothy J Schelhorn and Julie M Schelhorn


Signature of notary public
Commission Expires:

Residing in Middleton, Idaho
Commission Expires: 03-11-2020



EXHIBIT A

A parcel of land being a portion of the North Half of the Southeast Quarter of the Southeast Quarter, Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Commencing at an iron pin marking the corner common to Sections 14, 13, 24 and 23, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence

North 0° 04' 30" West a distance of 660.82 feet along the boundary between said Sections 14 and 13 to a point marking the Southeast 1/64 corner of said Section 14 and 13, said point having a Half inch iron pin set as a witness corner at

South 89° 21' 43" West a distance of 25.00 feet from the point. Said point being the Real Point of Beginning; thence

South 89° 21' 43" West a distance of 850.00 feet along the Southeast 1/64 line of said Section 14 to an iron pin; thence

North 0° 04' 30" West a distance of 330.00 feet to an iron pin; thence

North 89° 21' 43" East a distance of 850.00 feet to a point on the said boundary between Sections 14 and 13, said point having an iron pin set at

South 89° 21' 43" West a distance of 25.00 feet from the said point as a witness corner; thence

South 00° 04' 30" East a distance of 330.00 feet to the POINT OF BEGINNING.



Pioneer Title Co.
GOING BEYOND

5680 E. Franklin Rd., Ste. 150
Nampa, ID 83687

**ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT**

2019-010567

RECORDED

03/15/2019 03:26 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

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\$15.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

File No. 674532 KC/DM

WARRANTY DEED

For Value Received Timothy J. Schelhorn and Julie M. Schelhorn, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Scott J. Godfrey and Stephanie J. Godfrey, trustees of the Godfrey Living Trust dated April 2, 2004
hereinafter referred to as Grantee, whose current address is 2930 Garrity Blvd Nampa, ID 83687

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 12, 2019

Timothy J Schelhorn

Julie M Schelhorn

State of Idaho, County of Canyon

This record was acknowledged before me on March 15th, 2019 by Timothy J Schelhorn and Julie M
Schelhorn

Signature of notary public
Commission Expires:

Residing in Middleton, Idaho
Commission Expires: 03-11-2020

KRISTI COX
COMMISSION #37722
NOTARY PUBLIC
STATE OF IDAHO

**SUBSEQUENT DEEDS
(CHRONOLOGICAL ORDER)**

Exhibit A

Legal Description of the Premises

Lot 1 in Block 1 of North Fork Ranch Subdivision, according to the plat thereof, filed in Book 54 of Plats at Page(s) 17, records of Canyon County, Idaho.

Dated: June 16, 2023

HTI-ID-3 LLC, an Idaho limited liability company

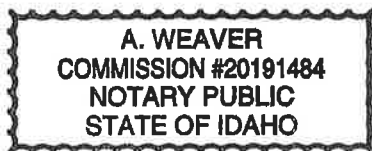
By:  Date: 6/16/23
Scott J. Godfrey, Manager

State of Idaho,
County of Canyon, ss:

This record was signed or acknowledged before me on this 16th day of June, 2023, by Scott J. Godfrey, as Manager of HTI-ID-3 LLC, an Idaho limited liability company



Notary Public
Residing In: Star ID
My Commission Expires: 7-26-25
(seal)



2023-020231

RECORDED

06/26/2023 01:08 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=3 TYOUREN

\$15.00

TYPE: DEED

VENTURE TITLE & ESCROW COMPANY
ELECTRONICALLY RECORDED



File Number: V2311102

Warranty Deed

For value received,

HTI-ID-3 LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

David Lunt, a single man,

whose current address is 6112 Turnergrove Dr., Lakewood, CA 90713

the grantee, the following described premises, in Canyon County, Idaho, to wit:

See Attached Exhibit A

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

ACCOMMODATION

QUITCLAIM DEED

FOR VALUE RECEIVED,

**Scott J. Godfrey and Stephanie J. Godfrey, Trustees of The
Godfrey Living Trust dated April 2, 2004**

does hereby convey, release, remise and forever quit claim unto

HTI-ID 3 LLC

whose current address is: **9135 Sky Ranch Rd Nampa Idaho 83686**

the following described premises

Lot 1 Block 1, North Fork Ranch Subdivision, Canyon County, Idaho, according to the
plat filed in Book 54 of Plats, Page 17, records of said County.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 6-10-22

By: _____

Scott J. Godfrey, Trustee

By: _____

Stephanie J. Godfrey, Trustee

2022-030143

RECORDED

06/13/2022 01:54 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=2 TYOUREN \$15.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

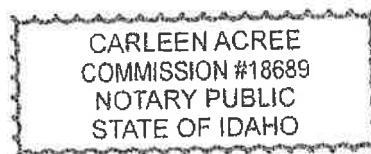
State of ID, County of Canyon

This record was acknowledged before me on 6-10-22 by
Scott J. Godfrey and Stephanie J Godfrey, as trustees of the Godfrey Living Trust
dated April 2, 2004 .

Carleen Acree

Signature of notary public

Commission Expires: 3-9-2028



ACCOMMODATION

QUITCLAIM DEED

FOR VALUE RECEIVED,

Scott J. Godfrey and Stephanie J. Godfrey, Trustees of The

Godfrey Living Trust dated April 2, 2004

does hereby convey, release, remise and forever quit claim unto

HTI-ID 3 LLC

whose current address is: **9135 Sky Ranch Rd Nampa Idaho 83686**

the following described premises

Lot 2 Block 1, North Fork Ranch Subdivision, Canyon County, Idaho, according to the plat filed in Book 54 of Plats, Page 17, records of said County.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 6-10-22

By: _____

Scott J. Godfrey, Trustee

By: _____

Stephanie J. Godfrey, Trustee

2022-030144

RECORDED

06/13/2022 01:54 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 TYOUREN

\$15.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL

ELECTRONICALLY RECORDED

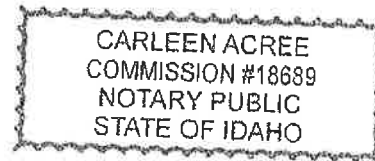
State of ID, County of Canyon

This record was acknowledged before me on 6-10-22 by
Scott J. Godfrey and Stephanie J Godfrey, as trustees of the Godfrey Living Trust
dated April 2, 2004 .

Carleen Acree

Signature of notary public

Commission Expires: 3-9-2028



ACCOMMODATION

QUITCLAIM DEED

FOR VALUE RECEIVED,

**Scott J. Godfrey and Stephanie J. Godfrey, Trustees of The
Godfrey Living Trust dated April 2, 2004**

does hereby convey, release, remise and forever quit claim unto

HTI-ID 3 LLC

whose current address is: **9135 Sky Ranch Rd Nampa Idaho 83686**

the following described premises

Lot 3 Block 1, North Fork Ranch Subdivision, Canyon County, Idaho, according to the
plat filed in Book 54 of Plats, Page 17, records of said County.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

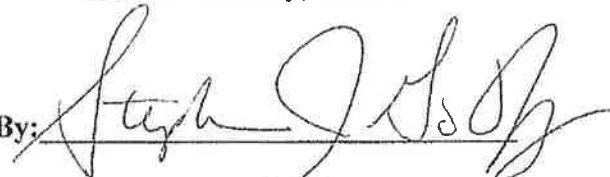
Date: 6-16-22

By:

A stylized, cursive signature of Scott J. Godfrey, written in black ink over a horizontal line.

Scott J. Godfrey, Trustee

By:

A stylized, cursive signature of Stephanie J. Godfrey, written in black ink over a horizontal line.

Stephanie J. Godfrey, Trustee

2022-030145

RECORDED

06/13/2022 01:54 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=2 TYOUREN \$15.00

TYPE: DEED

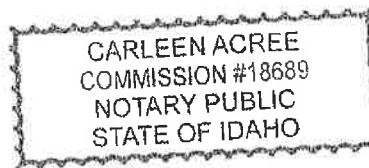
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

State of ID, County of Canyon

This record was acknowledged before me on 6-10-22 by
Scott J. Godfrey and Stephanie J Godfrey, as trustees of the Godfrey Living Trust
dated April 2, 2004 .

Carleen Acree
Signature of notary public

Commission Expires: 3-9-2028



AFTER RECORDING MAIL TO:

HTI-ID 3 LLC

784 S. Clearwater Loop,
Suite R
Post Falls, ID 83854

This instrument filed for record by
Stewart Title Company as an
Accommodation only. It has not
been examined as to its affects
upon the title.

Quitclaim Deed

2023-039957	
RECORDED	
12/18/2023 10:52 AM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=3 JWINSLOW	\$15.00
TYPE: DEED	
STEWART TITLE - MERIDIAN OFFICE	
ELECTRONICALLY RECORDED	

For value received

Scott J. Godfrey and Stephanie J. Godfrey, Trustees of the Godfrey Living
Trust dated April 2, 2004.

Does hereby convey, release, remise, and forever quit claim unto

HTI-ID 3 LLC

whose current address is 784 S. Clearwater Loop, Suite R Post Falls, ID 83854
the following described premises:

See Attached Exhibit A

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Remainder of this page intentionally left blank.

Date: November 16, 2023

The Godfrey Living Trust

By: [Signature]
Scott J. Godfrey, Trustee

By: [Signature]
Stephanie J. Godfrey Trustee

State of California

) ss.

County of Placer

On this 16th day of December, 2023, before me, the undersigned, a Notary Public, in and for said State, personally appeared Scott J. Godfrey and Stephanie J. Godfrey, known to me, to be the Trustees of the Godfrey Living Trust, and the Trustee(s) who subscribed the said Trust name to the foregoing instrument, acknowledged to me that he/she/they executed the same in said Trust name, and that said Trust executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Holly Rutledge
Notary Public: Holly Rutledge
Residing at: Loomis, CA
My commission expires: 4-21-2025

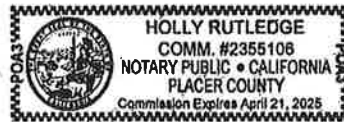


EXHIBIT "A"

Lots 7-14 in Block 1 of North Fork Ranch Subdivision No. 2, according to the Plat filed in Book 56 at Page 31, records of Canyon County, Idaho

Lot 4 in Block 1 of North Fork Ranch Subdivision, according to the Plat filed in Book 54 at Page 17, records of Canyon County, Idaho.

ACCOMMODATION

QUITCLAIM DEED

FOR VALUE RECEIVED,

**Scott J. Godfrey and Stephanie J. Godfrey, Trustees of The
Godfrey Living Trust dated April 2, 2004**

does hereby convey, release, remise and forever quit claim unto

HTI-ID 3 LLC

whose current address is: **9135 Sky Ranch Rd Nampa Idaho 83686**

the following described premises

Lot 5 Block 1, North Fork Ranch Subdivision, Canyon County, Idaho, according to the
plat filed in Book 54 of Plats, Page 17, records of said County.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

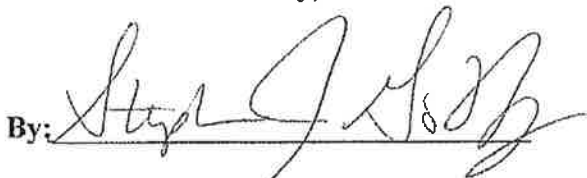
Date: 6-10-22

By:

A handwritten signature in black ink, appearing to read "Scott J. Godfrey", written over a horizontal line.

Scott J. Godfrey, Trustee

By:

A handwritten signature in black ink, appearing to read "Stephanie J. Godfrey", written over a horizontal line.

Stephanie J. Godfrey, Trustee

2022-030146

RECORDED

06/13/2022 01:54 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 TYOUREN

\$15.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL

ELECTRONICALLY RECORDED

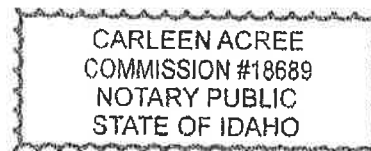
State of ID, County of Canyon

This record was acknowledged before me on 6-10-22 by
Scott J. Godfrey and Stephanie J Godfrey, as trustees of the Godfrey Living Trust
dated April 2, 2004 .

Carleen Acree

Signature of notary public

Commission Expires: 3-9-2028



WATER RIGHT QUITCLAIM DEEDS TO LOTS 1 & 6
RESULTING WATER RIGHT SPLIT TABLE

ACCOMMODATION

**re-record to correct diversion rate

2023-038895

RECORDED

12/07/2023 10:28 AM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 JWINSLOW

\$13.00

TYPE: MISC

VENTURE TITLE & ESCROW COMPANY

ELECTRONICALLY RECORDED

WATER RIGHT QUITCLAIM DEED

FOR VALUE RECEIVED, HTI-ID-3 LLC, an Idaho limited liability company ("Grantor"), hereby quitclaims unto David Lunt ("Grantee"), and to Grantee's heirs, successors and assigns forever, a portion of State of Idaho water right 63-34871 as follows:

That portion of the water right 63-34871 totaling ^{.013}~~0.13~~ cfs and 4 acre feet for the irrigation of one acre within Lot 1 in Block 1 of North Fork Ranch Subdivision, according to the plat thereof, filed in Book 54 of Plats at page 17, records of Canyon County, Idaho.

Dated effective the 31st day of October 2023.

2023-039158

RECORDED

12/11/2023 10:07 AM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=3 JWINSLOW

\$15.00

TYPE: DEED

VENTURE TITLE & ESCROW COMPANY

ELECTRONICALLY RECORDED

By: 
Scott J. Godfrey, Manager

WATER RIGHT QUITCLAIM DEED

ACCOMMODATION

**re-record to correct diversion rate

WATER RIGHT QUITCLAIM DEED

FOR VALUE RECEIVED, HTI-ID-3 LLC, an Idaho limited liability company ("Grantor"), hereby quitclaims unto David Lunt ("Grantee"), and to Grantee's heirs, successors and assigns forever, a portion of State of Idaho water right 63-34871 as follows:

That portion of the water right 63-34871 totaling ⁰¹³~~018~~ cfs and 4 acre feet for the irrigation of one acre within Lot 1 in Block 1 of North Fork Ranch Subdivision, according to the plat thereof, filed in Book 54 of Plats at page 17, records of Canyon County, Idaho.

Dated effective the 31st day of October 2023.

By: 
Scott J. Godfrey, Manager

ACCOMMODATION

**ELECTRONICALLY RECORDED
DO NOT REMOVE FIRST PAGE AS IT
IS NOW INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.**

2023-037872	
RECORDED	
11/28/2023 12:39 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=2 EHOWELL	\$13.00
TYPE: MISC	
VENTURE TITLE & ESCROW COMPANY	
ELECTRONICALLY RECORDED	

WATER RIGHT QUITCLAIM DEED

FOR VALUE RECEIVED, David Lunt ("Grantor"), hereby quitclaims unto HTI-ID-3 LLC, an Idaho limited liability company ("Grantee"), and to Grantee's heirs, successors and assigns forever, all water rights, including, without limitation, any portion of State of Idaho water right 63-34871, that are appurtenant to Lot 1 in Block 1 of North Fork Ranch Subdivision, according to the plat thereof, filed in Book 54 of Plats at page 17, records of Canyon County, Idaho.

Dated effective the 31st day of October 2023.

By: 
David Lunt

**SEE ATTACHED
NOTARY
CERTIFICATE**

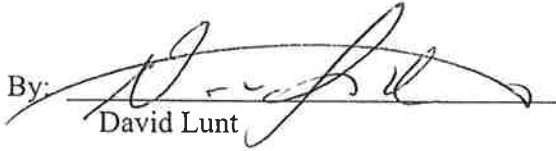
ACCOMMODATION

ELECTRONICALLY RECORDED
DO NOT REMOVE FIRST PAGE AS IT
IS NOW INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

WATER RIGHT QUITCLAIM DEED

FOR VALUE RECEIVED, David Lunt ("Grantor"), hereby quitclaims unto HTI-ID-3 LLC, an Idaho limited liability company ("Grantee"), and to Grantee's heirs, successors and assigns forever, all water rights, including, without limitation, any portion of State of Idaho water right 63-34871, that are appurtenant to Lot 1 in Block 1 of North Fork Ranch Subdivision, according to the plat thereof, filed in Book 54 of Plats at page 17, records of Canyon County, Idaho.

Dated effective the 31st day of October 2023.

By: 
David Lunt

SEE ATTACHED
NOTARY
CERTIFICATE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On 11/10/2023 before me, H. HALIM, NOTARY PUBLIC
(insert name and title of the officer)

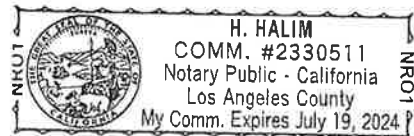
personally appeared DAVID JAMES LUNT -----
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA JURAT

State of California)

County of PLACER)

Subscribed and sworn to (or affirmed) before me on this 8th day
of November, 20 23, by SCOTT GOATREY

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Signature

Kathy Miskanis



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

WATER RIGHT OUTCLAIM DEED
LOT 1

containing 1 pages, and dated 10/31/23

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 68 Entry # 5

Notary contact: Kathy Miskanis

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe:



AFTER RECORDING MAIL TO:

Holly Heath
13129 N Fork Ln
Nampa, ID 83686

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

2023-034833

RECORDED

10/27/2023 09:34 AM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 JWINSLOW

\$15.00

TYPE: DEED

FIRST AMERICAN TITLE INSURANCE

ELECTRONICALLY RECORDED

WARRANTY DEED

File No.: 4103-4109671 (MB)

Date: *October 14, 2023*

For Value Received, **Scott J. Godfrey and Stephanie J. Godfrey, as Trustees of the Godfrey Living Trust, dated April 2, 2004**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Holly Heath, a married woman as her sole and separate property**, hereinafter referred to as Grantee, whose current address is **13129 N Fork Ln, Nampa, ID 83686**, the following described premises, situated in **Canyon County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Canyon, State of Idaho, described as follows:

LOT 6 IN BLOCK 1 OF NORTH FORK RANCH SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 54 OF PLATS AT PAGE 17, RECORDS OF CANYON COUNTY, IDAHO.

APN: **30121305 0**

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

Godfrey Living Trust

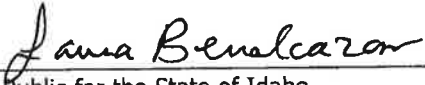

Scott J. Godfrey, Trustee

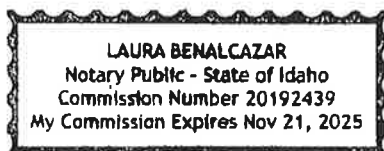

Stephanie J. Godfrey, Trustee

STATE OF Idaho)
) ss.
COUNTY OF Ada)

On this 20th day of October, 2023, before me, a Notary Public in and for said State, personally appeared **Scott J. Godfrey and Stephanie J. Godfrey**, known or identified to me to be the person whose name is subscribed to the within instrument as the **Trustees of Godfrey Living Trust**, and acknowledged to me that he/she/they executed the same as such **Trustees**.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for the State of Idaho
Residing at: Eagle, ID
My Commission Expires: 11-21-2025



This instrument filed for record by
Stewart Title Company as an
Accommodation only. It has not
been examined as to its affects
upon the title.

2023-039956
RECORDED
12/18/2023 10:52 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 JWINSLOW \$15.00
TYPE: DEED
STEWART TITLE - MERIDIAN OFFICE
ELECTRONICALLY RECORDED

WATER RIGHT QUITCLAIM DEED

FOR VALUE RECEIVED, Scott J. Godfrey and Stephanie J. Godfrey, as Trustees of the Godfrey Living Trust, dated April 2, 2004 ("Grantor"), hereby quitclaim unto Holly Heath ("Grantee"), and to Grantee's heirs, successors and assigns forever, a portion of State of Idaho water right 63-34871 as follows:

That portion of the water right 63-34871 totaling 0.026 cfs and 8 acre feet for the irrigation of two acres within Lot 6 in Block 1 of North Fork Ranch Subdivision, according to the plat thereof, filed in Book 54 of Plats at page 17, records of Canyon County, Idaho.

Dated effective the 11th day of December 2023.

By: 
Scott J. Godfrey, Trustee

By: 
Stephanie J. Godfrey, Trustee

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On 12-16-2023 before me, Holly Rutledge, Notary Public
(insert name and title of the officer)

personally appeared Scott J. Godfrey, Trustee and Stephanie J. Godfrey, Trustee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Holly Rutledge (Seal)

Split Analysis

Water Right Number: 63-34871

Diversion Rate: 0.23 CFS

Owner Name: Scott Godfrey

Date: 18-Dec-23

Acreage Analysis

[illegible]

Water Right Number: 63-34871
 Diversion Rate: 0.23 CFS
 Owner's Name: Scott Godfrey
 Date: 18-Dec-23

Split Tree

HTI-ID 3 (15.00 ac & 0.192 cfs)
Lunt (LT1) (1.00 ac & 0.013 cfs)
Heath (LT6) (2.00 ac & 0.026 cfs)

Summary

Right No:	Diversion Rate	Irrigated Acres	CFS / Acre
63-34871	0.23	18	0.013
HTI-ID 3	0.19	15	0.013
Lunt (LT1)	0.01	1	0.013
Heath (LT6)	0.03	2	0.013

63-34871
(18.0 ac & 0.23 cfs)

SIGNEE AUTHORIZATION

**HTI-ID 3 LLC GOVENORS
HTI-WY 1 LLC MEMBERS**



0005172161



STATE OF IDAHO
Office of the secretary of state, Phil McGrane
ANNUAL REPORT
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

For Office Use Only

-FILED-

File #: 0005172161

Date Filed: 3/30/2023 10:32:43 PM

Entity Name and Mailing Address:

Entity Name: HTI-ID 3 LLC
The file number of this entity on the records of the Idaho Secretary of State is: 0004662267
Address: 784 S CLEARWATER LOOP
STE R
POST FALLS, ID 83854-9599

Entity Details:

Entity Status: Active-Existing
This entity is organized under the laws of: IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:

The registered agent on record is:

Registered Agent: REGISTERED AGENTS INC
Commercial Registered Agent
Physical Address
784 S CLEARWATER LOOP STE R
POST FALLS, ID 83854
Mailing Address
784 S CLEARWATER LOOP STE R
POST FALLS, ID 83854

Agent or Address Change

☐ Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	Title	Business Address
HTI-WY 1 LLC	Member	784 S. CLEARWATER LOOP STE R POST FALLS, ID 83854

The annual report must be signed by an authorized signer of the entity.

Job Title: Authorized Signer

Cammie Warburton

Sign Here

03/30/2023

Date

B0790-3832 03/30/2023 10:32 PM Received by Office of the Idaho Secretary of State

OPERATING AGREEMENT

FOR

HTI-WY 1 LLC

A Wyoming Limited-Liability Company

A Single Member Limited-Liability Company

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**OPERATING AGREEMENT FOR
HTI-WY 1 LLC
A Wyoming Limited Liability Company
A Single Member Limited-Liability Company**

This Operating Agreement (the "Agreement") is effective as of the date the Articles of Organization for "HTI-WY 1 LLC", a Wyoming Limited Liability Company, were filed and recorded with the Wyoming Secretary of State. This member has subscribed for membership interests as evidenced by their signature on this Agreement (hereinafter referred to as the "Member".)

The Member has formed a Limited Liability Company (the "Company") pursuant to Chapter 29 of the Wyoming Revised Statutes, as amended ("Chapter 29"), and applicable Wyoming laws, to be governed accordingly to the terms and conditions as hereinafter set forth.

1. NAME.

The name of the Company shall be: "HTI-WY 1 LLC", a Wyoming Limited Liability Company.

2. DEFINITIONS.

Definitions for certain terms, words and phrases used in this Agreement are as follows:

2.1 "Agreement" or "Operating Agreement" means this Operating Agreement dated, as amended from time to time with the written consent of the Member.

2.2 "Articles of Organization" or "Articles" means the Articles of Organization of "HTI-WY 1 LLC", as amended from time to time.

2.3 "Board of Managers" shall mean collectively all of the Managers of the Company.

2.4 "Chapter 29" shall mean Chapter 29 of Title 17 of the Wyoming Statutes ("WS"), as amended, or any corresponding applicable provisions of succeeding law.

2.5 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provisions of succeeding law.

2.6 "Company" shall mean "HTI-WY 1 LLC".

2.7 "Interest Holder" means the holder of any interest of membership interest in the Company upon the transfer of membership interest without the transferee being admitted to the Company as a Member.

2.8 "Manager" means the Member, Members, or non-Member(s) who are referred to as the Manager in Section 6 hereof as the member-managed or manager-managed Manager, or any successor or successors.

2.9 "Member" means any holder of a membership interest in the Company who has become a Member pursuant to the terms of this Agreement, and as set forth in the first section of this Agreement.

2.10 "Membership Interest" or "Interest" shall mean the respective right of a Member or Interest Holder to an allocated share of the economic benefits of the Company, including net profits, net losses, and distributions, and with respect to Members, the right to vote on matters as to which the Operating Agreement requires or permits Members to vote. Members or Interest Holders shall not be personally responsible for any debts or liabilities of the Company.

2.11 "Net Cash Flow" means the income of the Company reduced by any payments made by the Company. Both determined on the cash basis.

2.12 "Net Losses" means the net loss of the Company, computed in accordance with Code Section 703, applied consistently with prior periods.

2.13 "Net Profits" means the net income of the Company, computed in accordance with Code Section 703, applied consistently with prior periods.

2.14 "Partnership Representative" pursuant to Code Section 6223 shall mean **Scott J. Godfrey** or any Partner or other person with a substantial presence in the United States designated by the Manager.

2.15 "Person(s)" shall mean any individual, corporation, partnership, limited liability company, trust or other business entity.

2.16 "Property" means any real or personal property in which the Company has any right, title or interest.

2.17 "Regulations" shall mean the regulations issued by the U.S. Treasury Department under the Code.

2.18 "Simple Majority" shall mean the aggregate of Membership Interests exceeding 50% of all membership interests entitled to vote.

2.19 "Substitute Member" means any transferee who, in addition to the rights of an assignee, shall be admitted as a Member with all rights and obligations pertaining thereto.

2.20 "Transferee" means a person to which a transferring Member sells, transfers, encumbers, assigns or otherwise disposes of all or any part of the Member's interest in the Company.

2.21 "Transferring Member" means a Member who voluntarily sells, transfers, encumbers, assigns or otherwise disposes of all or any part of the Member's interest in the Company to any person.

3. PRINCIPAL OFFICE/REGISTERED OFFICE/TAXATION.

3.1 Principal Office.

The principal office of the Company in the State of Wyoming shall be located at:

172 Center Street, Suite 202 Box 2869
Jackson, WY 83001

The Company may have such other offices, either within or without the State of Wyoming, as the Manager may designate or as the business of the Company may from time to time require.

3.2 Registered Office.

The agent for service of process in the State of Wyoming and the address of the registered office of the Company shall be:

CORPORATE DIRECT, INC.
172 Center Street, Suite 202 Box 2869
Jackson, WY 83001

The registered office and agent may be changed from time to time by action of the Manager and by filing the prescribed form with the Wyoming Secretary of State.

3.3 Taxation.

3.3.1 At all times that the Company has only one member (who owns 100% of the limited liability company interests in the Company), it is the intention of the Member that the Company be disregarded as an entity separate and apart from the Member for federal, and, to the extent applicable, state, local and foreign income tax purposes and be treated as a sole proprietorship of the Member. The Member shall have the right to elect C Corporation or S Corporation taxation in their sole discretion. The Company's tax filing status shall be set forth in the Schedule B and the Manager shall be responsible for carrying out all necessary governmental filings to secure such status.

3.3.2 The annual accounting period for financial and tax purposes shall be a calendar year, as set forth in Schedule B. The Member, may amend the annual accounting period if the method of taxation shall be amended.

3.3.3 In order to calculate its taxable income, the Company shall use the cash value of accounting as set forth in Schedule B. The Member may amend the method of accounting used by the Company.

4. PURPOSES, POWERS AND SPECULATIVE NATURE OF BUSINESS.

4.1 Purpose.

The Company is principally organized for such lawful purposes as the Member may from time to time authorize as permitted under Chapter 29. The specific purposes of the Company are to hold and manage investments,

4.2 Powers.

The Company shall have all the powers granted to a limited liability company under the laws of the State of Wyoming.

4.3 Nature of Business.

The Member herein acknowledges and agrees that the business the Company intends to engage in is speculative in nature and that no guarantees can be made as to future success and/or returns.

5. TERM/CONTINUING OBLIGATIONS/COMPANY A PARTY.

5.1 Term.

The Company shall commence its existence on the date its Articles of Organization are endorsed by the Wyoming Secretary of State and shall only terminate when dissolved as provided in this Agreement, the Articles of Organization, or by statute.

5.2 Continuing Obligations.

This Operating Agreement is an executory and ongoing contract with continuing obligations. The Manager may require the Members to contribute \$200 per year, assessed according to their ownership interests. Any assessment above \$200 per year shall require a simple majority vote of the Members.

5.3 Company A Party To This Agreement.

Upon the Company's formation, the Company Manager shall sign this Operating Agreement on behalf of the Company and the Company, at such time, shall become a party to this Operating Agreement.

6. MANAGEMENT.

6.1 Manager.

The Company shall be Manager managed, and shall be managed by a person retained for the purpose of serving as the Manager. The initial person to serve as Manager shall be Scott J. Godfrey and Stephanie Godfrey (the "Manager"). The Manager shall not be required to be, but may be, a Member. In the event more than one Manager shall be utilized for management, a Board of Managers shall be established for such purpose.

6.2 Election and Term of Manager.

6.2.1 At each annual meeting of the Member, the Manager shall be elected by the Member to hold office until the next annual meeting. Each Manager shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified, except in the case of the death, resignation, or removal of such Manager. Subject to Section 6.2.5, if a Manager should die or become legally incapacitated as determined by a court of competent jurisdiction or by the written opinion of two (2) physicians licensed in the incapacitated Manager's state of residence, then the successor trustee/personal representative of the deceased or incapacitated Manager shall become a Manager in his place. If the successor trustee/personal representative of the deceased or incapacitated Manager is not the spouse of that Manager, then the successor trustee/personal representative of the deceased or incapacitated Manager may only become a Co-Manager upon unanimous written consent of the other Manager(s).

6.2.2 The death, resignation or removal of a trustee of a revocable trust of a Member shall not be considered an event which creates a vacancy in the position of Manager or Co-Manager, except as set forth in 6.2.1, as long as the pertinent revocable trust agreement provides for a successor trustee or a means of selecting a successor trustee of that trust.

6.2.3 A Manager may resign as Manager upon giving thirty (30) days' written notice to each Member. The Manager shall have no liability to the Company or to the other Members for any such resignation, except as otherwise provided in this Agreement. Such resignation shall not absolve the Manager from any liabilities arising before the resignation.

6.2.4 Any vacancy in the office of Manager shall be filled by the affirmative vote of the Member.

6.2.5 The Member may appoint a successor manager and may at any time revoke an appointment and appoint a different successor manager or no successor manager. The Member hereby first appoints _____ as successor manager. In the event that the Member shall serve as the Manager, upon the death of the Member or the attempted appointment of a guardian or conservator over the member the successor Manager shall assume management duties.

6.3 Removal of Manager

Any Manager may be removed from office without cause by the unanimous vote of the Member.

6.4 General Obligations.

The Manager shall cause to be filed original or amended documents and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of Wyoming and any other states or jurisdictions in which the Company engages in business and, if required by law, shall execute and cause to be recorded appropriate original or amended documents in each county in each such other state in which the Company owns real property. Unless the Code or Regulations require otherwise, the Manager shall serve as the Tax Matters Member. The Manager shall use reasonable efforts to inform the Member on a current basis, concerning the internal affairs of the Company and the condition of its business.

6.5 General Authority.

Subject to the provisions of Sections 6.8 and 6.9, the Manager shall have complete and exclusive control over the management of the business and affairs of the Company. If there is a Board of Managers or multiple persons within a company designated as the Manager having control over management of the business of the Company, the rights and powers of the Manager shall be exercised among them as they may agree among themselves, but in the absence of such an agreement or in the event of deadlock or other lack of decision pursuant to such agreement, they shall be bound by the vote of the Member. Notwithstanding the above, all leases of Property, for whatever duration, must be approved by the Manager. Except as provided in Sections 6.8 and 6.9 hereof, the Member shall have no right to participate in the management or control of the business and affairs of the Company, and shall have only the voting rights specifically set forth in this Agreement or as otherwise required and not subject to waiver under Chapter 29. In addition to this general

management authority, the Manager shall have the following specific rights, subject to compliance with the other provisions of this Agreement:

6.5.1 To contract to lease any of the Company's property or any portion thereof or any interest therein provided, however, that any lease which extends beyond the term of the Company, if any, must be approved by a vote of the Member;

6.5.2 To acquire and purchase real and personal property and long-term securities, However, any such purchase which shall utilize over fifty percent (50%) of the Company's assets, shall be approved by a vote of the Member;

6.5.3 To operate, manage, and collect income from any property owned or leased by the Company in accordance with this Agreement;

6.5.4 To borrow money from banks, other third-party lenders or the Member on terms and conditions which the Manager deems reasonable, and to pledge, mortgage and grant security interests or deeds of trust in or on any property owned by the Company as security for the payment of indebtedness authorized by this Agreement;

6.5.5 To mortgage, pledge, hypothecate, or authorize or grant any security interest to, lien in or on Company property other than to secure repayment of indebtedness authorized by this Agreement;

6.5.6 To make any reasonable expenditures for the organization, operation and conduct of the business and affairs of the Company and to negotiate, execute, acknowledge, file, record, deliver and perform any agreements and instruments considered necessary or appropriate by the Manager for the conduct of the Company business and affairs in accordance with this Agreement or for the implementation of the powers granted under this Agreement;

6.5.7 To prepay, modify, amend, renew, or extend any authorized Company indebtedness;

6.5.8 If such Manager serves as the Partnership Representative for the Company, to make any and all elections for federal, state and local tax purposes including any election, if permitted by applicable law, to adjust the basis of property pursuant to Sections 754, 734(b) and 743(b) of the Code or successor statutes, or comparable provisions of state or local law, in connection with transfers of any membership interest in the Company and Company distributions;

6.5.9 To invest Company funds in commercial paper, government securities, certificates of deposit, time deposits, banker's acceptances, money market funds, or similar investments having a maturity generally considered to be short term;

6.5.10 To employ or engage and compensate persons to assist in the operation and maintenance of the Company and its property and to perform the Company's administrative services, accounting services, independent auditing services, legal services, and other reasonably necessary services for the benefit of the Company;

6.5.11 To pay all organization expenses incurred in the creation of the Company;

6.5.12 To file or record any amendments to the Agreement or other forms required by the Wyoming Secretary of State for the operation of the Company, pursuant to Chapter 29;

6.5.13 To distribute profits. There is no requirement to distribute profits. If the Manager, in its sole discretion, shall refuse to distribute profits, the Member or transferee shall be responsible for the payment of any income taxes on such earnings;

6.5.14 To make and to enter into such agreements and contracts with such parties and to give such receipts, releases, and discharges with respect to any and all of the foregoing and any matters incident thereto as the Manager may deem advisable or appropriate;

6.5.15 To make such classifications, determinations and allocations as the Manager may deem advisable, having due regard for any relevant generally accepted accounting principles;

6.5.16 To take such other action and to perform such other acts as may be deemed appropriate to carry out the business and affairs of the Company.

6.6 Scope of Duties.

6.6.1 Subject to Section 6.13, a Manager shall not be required to devote full time to the business or affairs of the Company, but shall devote the time reasonably necessary to perform the duties of the Manager under this Agreement and to prudently manage and operate the Company's business and properties.

6.6.2 A Manager shall use their best efforts to protect the limited liability of the Members and Manager in their capacity as Members and Manager. These measures shall include the following:

(a) Use of Company name

The Manager shall ensure that the words "Company", "Co.", "Limited Liability Company" or "LLC" appears after the name of the Company in all Company stationery, checks, business cards, invoices, advertisements and other media containing the name of the Company and likely to be read, seen or heard by third parties. The Manager herein acknowledges the importance of entity notice in preventing a piercing of the LLC veil of protection.

(b) Separate books and accounts; No commingling

The Manager shall ensure:

- (1) That the books and accounts of the Company are maintained separately from those of the Member or Manager;
- (2) That there is no commingling of the assets of the Company with those of the Member or Manager; and
- (3) That no Member borrows money or other assets from the Company, or lends money or other assets to it, except on the basis of reasonable documentation and arm's-length terms.

(c) Adequate capitalization

The Manager shall use their best efforts to ensure that the Company's cash and other assets, cash flow, insurance and other financial resources are sufficient to enable it to meet its reasonably foreseeable liabilities when due.

(d) Signing of agreements; Dealings with others

In signing any agreement or other document on behalf of the Company, Manager shall expressly identify himself as Manager. In dealings with third parties on behalf of the Company, Manager shall identify the Company as the party on whose behalf they act and shall identify themselves as Manager of the Company.

(e) No misleading of third parties

Manager shall use their best efforts to ensure that no third party is misled into believing that any Member or Manager is personally liable for any Company obligation.

6.7 Limitation of Liability and Indemnification of Managers.

6.7.1 The Manager shall not be personally liable for the return of any capital contribution of the Member or for any profits thereon, and any return of capital or profits shall be made, if at all, solely from the assets and business of the Company;

6.7.2 Except as otherwise provided herein, the Manager shall not be liable to the Company or the Member or other Interest Holders for any act or omission in connection with the business or affairs of the Company so long as the Manager against whom liability is asserted acted in good faith on behalf of the Company and in a manner reasonably believed by the Manager to be within the scope of authority under this Agreement and in the best interests of the Company, unless such act or omission constitutes gross negligence, intentional misconduct, fraud, or knowing violation of law;

6.7.3 To the extent not otherwise covered by liability insurance, the satisfaction of the indemnity obligations of the Company under Section 6.7 of this Agreement shall be from and limited to the assets of the Company, and no Member or other Interest Holder shall have any personal liability for satisfaction of such indemnity obligations, other than the separate personal guarantees made by the Member. In the event a final determination is made by a court or pursuant to the arbitration provisions of this Agreement that the Company is not obligated for any amounts previously paid to it or on behalf of any Manager, the Manager shall refund that amount within thirty (30) days of the final court determination;

6.7.4 In the event there is more than one Manager at the time any alleged liability arises under this Agreement or in favor of the Member or other Interest Holders against the Managers, the liability of each Manager shall be joint and several. Multiple Managers shall have the right separately to agree upon indemnification and contribution obligations among themselves;

6.7.5 The Company or its successor, trustee or receiver shall indemnify, defend and hold harmless the Manager against all claims, demands, actions, losses, liabilities, damages, costs and expenses, which after the date of this Agreement arise out of the Company or its business or affairs, including reasonable attorneys' fees incurred in defending all such matters. However, this indemnification shall apply only if the Manager against whom a claim, action or demand is asserted has acted in good faith on behalf of the Company and in a manner reasonably believed by the Manager to be within the scope of authority under this Agreement and in the best interests of the Company, and only if the act or omission underlying the claim, action or demand did not constitute gross negligence, intentional misconduct, fraud, or a knowing violation of law.

6.8 Binding Authority.

The signature of the Manager shall be sufficient to bind the Company to any agreement or on any document or instrument. In the event there is more than one person serving as Manager, the signature of any one Manager shall be sufficient to bind the Company to any agreement or on any document or instrument. The Member and other Interest holder agrees not to assert any claim to the effect that execution or performance of any such instrument or document breached this Agreement of the duties of the Manager, against any person dealing with the Manager in good faith and without actual notice of the asserted claim at the time of the delivery of the instrument or document; provided, however, that this Section 6.8 shall not be construed to limit any recourse the Member against the Manager. Any person dealing with the Company may rely upon a certificate signed by the Manager or, in the event of multiple Managers, any of the Managers, as to (a) the identity of the Member, (b) any fact relevant to the Company and (c) the due authority of the person purporting to act on behalf of the Company.

6.9 Vote Restrictions on Manager Authority.

Without the vote or written consent of the Member, no Manager shall, on behalf of the Company, directly or indirectly;

- 6.9.1 Do any act in contravention of this Agreement, as amended from time to time;
- 6.9.2 Do any act which would make it impossible to carry on the ordinary business of the Company, provided that actions of the Manager in accordance with the purposes of the Company or rights and powers granted under this Agreement shall not be considered to breach this clause;
- 6.9.3 Confess any judgment or settle any claims asserted against the Company;
- 6.9.4 Possess Company property, or assign rights in any Company property, for other than a Company purpose;
- 6.9.5 Knowingly perform any act that would subject any Member to liability as a General Partner of a partnership in any jurisdiction;
- 6.9.6 Commingle funds of the Company with funds of any other person;
- 6.9.7 Lend to any person any of the cash funds or other Company property;
- 6.9.8 Borrow funds from any Manager or Member;
- 6.9.9 Mortgage, pledge, hypothecate or authorize or grant any security interest to, lien in or on Company property for the purpose of securing repayment of the personal indebtedness of any of the Members;
- 6.9.10 Purchase or lease Company property from the Company or sell or lease property to the Company;
- 6.9.11 Guarantee the indebtedness of any person or cause, suffer or permit any Company property to secure or become collateral for any indebtedness of any person other than the Company;
- 6.9.12 Amend the number of Managers set forth in Section 6.1 of this Agreement;
- 6.9.13 Unless such Manager has been appointed as the Partnership Representative for the Company, as provided herein, extend the statute of limitations for assessment of tax deficiencies against the Company and/or its Members with respect to adjustments to the Company's federal, state or local tax returns;
- 6.9.14 Unless such Manager has been appointed as the Partnership Representative for the Company, as provided herein, represent the Company, the Members or Interest Holders before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company, the Members and any Interest Holders in their capacities as such, or to execute any agreement or other documents relating to or affecting tax matters, including agreements or other documents that bind the Members and Interest Holders with respect to tax matters or otherwise affect the rights of the Company, Members and Interest Holders;
- 6.9.15 Prosecute or defend claims by or against the Company or affecting title to Company property, and, unless such Manager has been appointed as the Partnership Representative for the company, to contest any determination by the Internal Revenue Service or any state or local taxing authority as to any matters affecting the Company, any Members or Interest Holders;
- 6.9.16 Admit a new Member to the Company;

6.9.17 Do any act in contravention of this Agreement or which would make it impossible or unreasonably burdensome to carry on the business of the Company.

Notwithstanding the above, the Manager shall have the right to take such actions as the Manager, in the Manager's reasonable judgment, deems necessary for the protection of life or health or the preservation of Company assets if, under emergency circumstances, in the good faith estimation of the Manager, there is insufficient time to allow the Manager to obtain the approval of the Member to such action and any delay would materially increase the risk to life or health or preservation of assets. The Manager shall notify the Member of each such action contemporaneously therewith or as soon as reasonably practicable thereafter. Such authority shall lapse and terminate upon reduction of such risk to life or health or preservation of assets or upon receipt by the Manager of telephone, telegraphic or written notice from the Member of such Member's disapproval of any or all of the proposed actions.

6.10. Insurance.

At all times that the Company owns real property or remains in operation, to cause the Company to obtain and maintain fire and other casualty, rental income or interruption, general liability, workers compensation, automobile and other insurance, as well as liability insurance for its Manager and Member, in such amounts and from insurers customarily required or acceptable for these purposes.

6.11 Contingency Reserve Fund.

The Manager may open and maintain a separate general operating account with a bank, in the name of the Company, to the extent funds are available from the net profits of the Company. This fund shall be maintained to provide a contingency account for minor operational emergencies and shall be utilized at the sole discretion of the Manager. All withdrawals from said fund are to be made upon checks signed by the Manager or the Member of the Board of Managers, as the case may be, or such other person as the Manager shall agree to in writing.

6.12 Independent Activities.

The Member hereby acknowledges and agrees that each Member or Manager may engage in any activity whatsoever (as an owner, employee, consultant or otherwise), whether or not such activity competes with or is enhanced by the Company's business and affairs.

6.13 Time Devoted to Business.

No Manager shall be required to devote all of such Manager's time to the business, unless otherwise obligated to do so pursuant to a separate written Employment Agreement with the Company.

6.14 Presumption of Assent.

If at any time there shall be more than one Manager, a Manager of the Company who is present at a meeting of the Managers at which action on any Company matter is taken shall be presumed to have assented to the action taken unless such Manager's dissent shall be entered into the minutes of the meeting or unless such Manager shall file its written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

6.15 Manager Representation.

A Manager, in the course of representing and managing the Company, may use the title "Manager" or such other title or titles (including, without limitation, the title "President" or "Chief Executive Officer") as the Member may determine from time to time by a vote of the Member.

7. COMPENSATION AND EXPENSES OF MANAGER.

7.1.1 The Manager and any officers or employees of the Company, where applicable, shall be reasonably compensated by the Company according to the Manager's business judgment for their management services, unless otherwise agreed by the vote of the Member. The Company will reimburse the Manager for all reasonably necessary expenses incurred for the account of the Company, including travel and other costs incurred by the Manager in connection with the performance of management obligations.

7.1.2 As part of this Agreement, the Company requires that the Member and/or Manager pay for his or her own expenses when conducting business for the Company out of his or her own funds when the Company is not solvent. These expenses will then be allowed as UPE (Unreimbursed Personal Expenses) on the Member's and/or Manager's federal and state income tax return.

8. RIGHTS AND RESTRICTIONS OF MEMBERS.

8.1 Purpose of Restrictions.

In this Operating Agreement there are certain restrictions on a Member and a Manager's authority and ability to sell and transfer membership interests. Said restrictions are not intended as a penalty but rather are included to preserve and protect the Company's capital and management relationships to the benefit of the Member and Managers.

8.2 Restrictions on Member.

The Member, in the capacity as such, may do any of the following upon the express written consent or vote of the Member:

8.2.1 Borrow or lend money on behalf of the Company;

8.2.2 Borrow money from the Company;

8.2.3 Lend money to the Company;

8.2.4 Purport to or sell, mortgage, lease, or otherwise dispose of or encumber property of the Company;

8.2.5 Sell, assign, pledge or mortgage a Member's Interest in the Company, except as otherwise provided in Section 8.4 and 15;

8.2.6 Purchase any real estate or equipment on behalf of the Company;

8.2.7 Exercise or represent to any third party that such Member has the right to exercise any of the powers of the Manager described in this Agreement.

8.3 Admission of New Members.

New Members may be admitted to the Company only upon the written consent of the Member. At such time, a multiple member Operating Agreement shall be adopted subject to the provisions of section 15.1.

8.4 Dissociation of Members.

8.4.1 Termination of Membership. A Member ceases to be a Member of the LLC upon the occurrence of one or more of the following events:

(a) The Member withdraws by giving 30 days' written notice to the LLC. A withdrawal by a Member will not be considered a breach of the Certificate of Formation or this Agreement.

(b) The Member ceases to be a Member due to an assignment of his entire (but not partial) interest in the LLC.

(c) The Member dies or there is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his person or his estate.

(d) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.

(e) Unless the action is consented to by a majority of the other Members, the Member: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(f) Unless the action is consented to by a majority of the other Members, if one hundred twenty (120) days after the commencement of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed, or if within ninety (90) days after the appointment without his consent or acquiescence of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties, the appointment is not vacated or stayed or within ninety (90) days after the expiration of any stay, the appointment is not vacated.

(g) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

8.4.2 Effect of Dissociation. Any dissociated Member shall not be entitled to receive the fair value of his LLC interest solely by virtue of his dissociation. A dissociated Member that still owns an interest in the LLC shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, a dissociated Member shall no longer be considered a Member and shall have no rights of a Member.

9. MEETINGS.

9.1 Annual Meetings.

The Annual Meeting of the Member shall be held at the time and place designated in writing by the Manager. Should the date of the annual meeting fall upon a legal holiday, then the annual meeting shall be held at the same time and place on the next day that is not a legal holiday.

9.2 Special Meetings.

Special Meetings of the Member may be called at any time by any Manager of the Company or by the Member by delivering written notice of such meeting to the Manager.

9.3 Voting Rights.

For the purpose of approving or taking action required or permitted to be taken or approved by the Member under this Agreement, except as otherwise required by Chapter 29, the Member shall have sole voting control.

9.4 Notice.

Subject to Sections 9.5 and 9.6 the Manager of the Company shall cause written notice of the annual meeting, and any special meeting, to be given to the Member entitled to vote at the meeting, either in person, by facsimile, or by first-class mail, postage pre-paid, not less than ten (10) days nor more than sixty (60) days prior to such meeting. The notice shall specify the place, the day, and the hour of such meeting. In addition, the notice of any special meeting shall specify the purpose or purposes for which the meeting is called. Notice shall be deemed delivered by first-class mail if mailed to the address of each Member as such Member's address appears on the Company's records.

9.5 Waiver of Notice.

Any meeting of the Member, however noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if the Member is present, and if either before or after the meeting, of the Member, signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records or made a part of the minutes of the meeting.

9.6 Action by Written Consent.

Any action may be taken by the Member without a meeting if authorized by the written consent of the Member. In no instance where action is authorized by written consent need a meeting of the Member be called or noticed.

9.7 Place of Meeting of Member.

The First Meeting of the Member shall be held at the place designated by the Manager in the notice of the meeting, and thereafter at such place as may be designated in the notice of any meeting of the Member.

9.8 Voting of Membership Interest by Certain Holders.

9.8.1 A Membership Interest standing in the name of a corporation, limited liability company or limited partnership may be voted by such officer, agent or proxy as its bylaws, regulations or limited partnership agreement may authorize or, in the absence of such authorization, as its board of directors or the Member may determine, and the Membership Interest standing in the name of another entity may be voted as provided in its governing documents or laws.

9.8.2 A Membership Interest held by an administrator, executor, guardian or conservator may be voted by him so long as such Membership Interest forming a part of an estate are in the possession and form a part of the estate being served by him, either in person or by proxy, without a transfer of such Membership Interest into his name. A Membership Interest standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote Membership Interest held by him without a transfer of such Membership Interest into his name as trustee.

9.8.3 A Membership Interest standing in the name of a receiver may be voted by such receiver, and a Membership Interest held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so be contained in an appropriate order of the court by which such receiver was appointed.

10. CAPITAL CONTRIBUTIONS AND MEMBER'S INTEREST.

10.1 Initial Capital Contributions.

The initial capital contributions of the Member shall consist of the cash, property, services to be rendered, promissory note or other binding obligation to contribute cash, property or perform services. All original contributions, upon full receipt by the Company for such contributions or other binding obligations, as the case may be, shall be credited to the Member's respective capital account as initial contributions to the capital of the Company.

10.2 Membership Interest.

Each membership interest shall equal the percentages as agreed to in Schedule "A."

10.3 Later Capital Contributions Agreed to Now.

The Member agrees that the following additional capital contributions may be made by the Member without any further approval by the Member, and that such capital contributions will be credited to the contributing Member's capital account:

10.3.1 Contributions to make up any negative cash flows from the operation of the Company's business; and

10.3.2 Contributions for expansion and improvement of the property.

10.3.3 A contribution to pay any note made by the Company and secured by a deed of trust on the property in the event property is sold and the assets of the Company are inadequate to satisfy the note.

10.4 Other Subsequent Contributions.

Subject to the Continuing Obligations set forth in Section 5.2, subsequent capital contributions, other than those specified in Section 10.3 of this Agreement, shall be made in such amounts and at such times as the Member shall from time to time agree by a vote of the Member. Contributions to capital may also be required to restore the capital account deficit of the Member to zero as required by Section 12.2 of this Agreement.

10.5 Enforceability of Promises to Make Contributions.

The Member or their representative shall be obligated to perform written promises to make contributions to the Company even if the Member is unable to do so because of death, disability or any other reason. No such promise shall be compromised except by the vote of the Member.

10.6 No Interest on Contributions; No Liability.

The Member shall earn no interest on their contributions under this Article. Members shall not be personally responsible for any debts or liabilities of the Company.

11. CAPITAL ACCOUNTS.

Separate capital accounts shall be maintained by the Company for the Member in accordance with Code Section 704(b) and the Regulations promulgated thereunder, representing the Member's respective capital contributions to the Company.

11.1 Increase in Capital Account.

The capital account of the Member shall consist of the original contribution to capital by the Member, increased by the following:

11.1.1 The fair market value of any additional property contributed by the Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752);

11.1.2 Additional contributions by the Member of cash; and

11.1.3 The Member's share of the Company's net profits allocated to the Member pursuant to Section 12, including income and gain as computed for book purposes in accordance with Regulations, Code Section 1.704-1(b)(2)(iv)(g).

11.2 Decrease in Capital Account.

The capital account of the Member shall be decreased by the following:

11.2.1 The amount of money distributed to the Member by the Company pursuant to Section 14;

11.2.2 The fair market value of property distributed to the Member by the Company (net of liabilities secured by such property that the Member is considered to assume or take subject to pursuant to Code Section 752); and

11.2.3 Allocations to the Member for the Company's loss and deductions, including loss and deductions computed for book purposes described in Regulations, Code Section 1.704-1(b)(2)(iv)(g).

11.3 Special Allocation for 704(c) Property.

In cases where Code Section 704(c) applies to property of the Company, the Member's capital account shall be adjusted in accordance with Regulations, Code Section 1.704-1(b)(2)(iv)(g) for allocations to the Member of depreciation, depletion, amortization, gain, and loss, as computed for book purposes, with respect to such property.

11.4 Special Allocation for Revaluation.

The capital account of the Member may be adjusted to reflect a revaluation of Company property (including intangible assets such as goodwill) on the Company's books, to the extent provided in Regulations, Code Section 1.704-1(b)(2)(iv)(f).

11.5 Purpose of Section 11.

The provisions of this Section 11, regarding the maintenance of capital accounts, are intended to comply with Code Sections 704(b), as amended, and the Rules and Regulations promulgated thereunder. Notwithstanding anything to the contrary contained in this Section 11, subject to the authority of the Partnership Representative over partnership audits (if any) the Member, by consent may modify the method by which capital accounts are maintained, provided such changes are consistent with Code Section 704 and the Rules and Regulations promulgated thereunder.

12. PROFITS AND LOSSES.

12.1 Net Profits and Losses.

After giving effect to the special allocations set forth in Sections 12.2 and 12.3, net profits and net losses shall be allocated and credited to the Member's capital account.

12.2 Special Allocations.

12.2.1 Except as provided in Section 12.2.2 hereof, if the Member unexpectedly receives any adjustment, allocations or distributions described in Regulations, Code Section 1.704-1(b)(2)(ii)(d)(4)(5), items of Company income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, to the extent required by such Regulations, the adjusted capital account deficit of the Member as quickly as possible.

12.2.2 Notwithstanding any other provision of this Section 12.2, if there is a net decrease in Company minimum gain for any company fiscal year, the minimum gain charge back requirement contained in Regulations, Code Section 1.704-2 shall apply and the Member must be allocated items of Company income and gain for that year equal to the Member's share of the net decrease in Company minimum gain. This Section 12.2.2 is intended to comply with the minimum gain charge back requirement of the Regulations and shall be interpreted consistently therewith.

12.3 Curative Allocations.

The allocations set forth in Section 12.2.1 and 12.2.2 (the "regulatory allocations") are intended to comply with certain requirements of Code Section 704 and Regulations promulgated thereunder. Notwithstanding any other provisions of this Section 12 (other than the regulatory allocations), the regulatory allocations shall be taken into account in allocating other profits, losses and items of income, gain, loss and deduction to the Member so that, to the extent possible, the net amount of such allocations of other profits, losses and other items and the regulatory allocations to the Member shall be equal to the net amount that would have been allocated to each the Member if the regulatory allocations had not occurred.

12.4 Federal Income Tax.

It is the intent of this Company and its Member that this company shall be taxed as a disregarded entity for tax purposes unless the Member shall make an alternative selection.

12.5 Partnership Representative.

The Partnership Representative designated in Section 2.14 herein;

12.5.1 Shall represent the Company in any disputes controversies or proceedings with the Internal Revenue Service or with any state or local taxing authority (if any) and shall provide the Managers with all notices and correspondence to and from such authorities.

12.5.2 Shall act at the direction of the Manager(s) with respect to any actions that it is permitted to take when acting in its capacity as the Partnership Representative, including (1) electing out of Subchapter C of Subtitle F, Chapter 63 under Section 6221 (b) of the Code, and (2) making the election under Section 6226 of the Code to have the Members take Tax adjustments into account on their own tax returns.

12.5.3 In the event that the Managers are deadlocked with respect to an action of the Partnership Representative, the Partnership Representative is authorized to act in its discretion, but where the interests of the Members diverge, the Partnership Representative shall act in such a manner that it believes will minimize the overall tax liabilities of all Members.

12.5.4 If the Partnership Representative, with the consent of the Manager(s), decides to have the Members file amended tax returns pursuant to Section 6225(c)(2), all Members shall timely file and include payment of any tax due with such amended returns.

12.5.5 The Company shall reimburse the Partnership Representative for all costs and expenses incurred by it in performing its duties as the Partnership Representative (including legal and accounting fees and expenses). Nothing herein shall be construed to restrict the Partnership Representative from engaging an accounting firm or a law firm to assist the Partnership Representative in discharging its duties hereunder.

12.5.6 The Partnership Representative may be replaced by a majority vote of the Managers. The named Partnership Representative shall be an individual, who may be employed by an accounting or law firm and does not need to be a member or manager of the Company. Said individual must have a substantial presence within the United States.

12.6 Payment and Refund of Tax.

12.6.1 The Company shall timely pay any taxes (if any) due under Code Section 6225.

(a) Any amount paid by the Company under this Section that is attributable to any interest in the Company shall be treated as distributed to the holder of such interest at the time that the payment is made by the Company.

(b) Any deemed distribution under this Section shall be credited against distributions otherwise payable on such interest.

(c) For the avoidance of doubt, in the event that an Interest to which this Section applies is held by a different Member during the Reviewed Year than in the Adjustment Year (as such terms are defined in the Code), the Member holding the Interest in the Adjustment Year shall be treated as receiving the distributions called for herein.

12.6.2 In the event that the Company receives any refund of taxes paid pursuant to Section 12.6.1, such refund shall, to the extent feasible, be apportioned and distributed among the Members in such a manner as to offset the prior operation of Section 12.6.1.

13. INTEREST AND COMPENSATION.

The Member will not be credited with interest on their capital accounts. Unless the Member agrees, the Member, in their capacity as the Member, shall not be entitled to salary for services rendered on behalf of the Company.

14. DISTRIBUTIONS TO THE MEMBER.

14.1 Distributions.

Distributions may not be demanded by the Member. Instead, the Manager shall determine the amount of cash, if any, available for distribution at such times as the Manager deems advisable. The distribution shall be based upon all relevant factors, including, but not limited to, the operating expenses and debt service of the Company, sums expended by the Company for capital expenditures and a reasonable reserve for working capital.

14.2 Amount of Distributions.

No distribution shall be made if, after the distribution is made, the assets of the Company are less than all liabilities of the Company, except liabilities to the Member on account of the contributions.

14.3 Suggested Distributions.

The Manager shall, as the Company is able and as soon as possible after the filing of the Company's tax return, distribute to the Member an amount equal to the Member's allocable share of net profits as shown on the tax return multiplied by the highest marginal income tax rate applicable to persons under the Code and reduced by any distributions received by the Member.

14.4 Restrictions on Guardianship/Conservatorship Appointments.

In the event a court with certain and appropriate jurisdiction shall consider appointing a guardian or conservator over any member and/or manager of the Company it is the intent of the member(s) and/or manager(s) that such a fiduciary appointment be a family member or a professional appointed by the member and/or manager's family instead of a court appointed third party. Any attempt by a court to ignore and/or alter the terms of this Section shall be grounds for an immediate appeal to a higher court for an appellate review and determination of the legality and appropriateness of any court appointed guardianship or conservatorship running contrary to the express wishes of the member(s) and or manager(s) herein.

15. TRANSFER OF THE MEMBER'S INTEREST.

15.1 Admission of Additional Members

One or more additional members of the Company may be admitted to the Company with the written consent of the Member. This Operating Agreement shall be amended by the Member to make those changes he or she determines to reflect the fact that the Company will have more than one member, but the failure to so amend this Agreement shall not invalidate any otherwise valid assignment or transfer made by the Member.

15.2 Permitted Transfers.

The Member may, transfer all or part of the Member's interest in the Company:

15.5.1 To a revocable living trust for the benefit of the Member and/or the Member's spouse or family members, to the extent allowed by local law. The Trustee shall hold such Member's membership interest subject to the provisions of this Agreement.

15.5.2 To the successor Trustee of the Member's revocable living trust for the benefit of the Member and/or the Member's spouse or family members, to the extent allowable by local law. The successor trustee shall hold the Member's membership interest subject to the provisions of this Operating Agreement.

15.3 Assignments

15.3.1 The Member may transfer or assign (including as a pledge or other collateral assignment) in whole or in part their membership interest.

15.3.2 In connection with a voluntary transfer or assignment by the Member of their entire membership interest in the Company (not including a pledge or collateral assignment or any transfer as a result thereof):

- a) The Member will cease to be a member of the Company;
- b) The assignee will automatically and simultaneously be admitted as the successor Member without any further action at the time the voluntary transfer or assignment becomes effective under applicable law; and
- c) The Company shall be continued without dissolution.

15.3.3 In connection with a partial assignment or transfer by the Member of his or her limited liability company interest (not including a pledge or collateral assignment or any transfer as a result thereof), unless this Agreement is amended to reflect the fact that the Company will have more than one member, the assignee or transferee shall not be admitted as a member of the Company and shall not have any rights as a member other than the right to receive any distributions that are payable in respect of the interest transferred.

15.3.4. Upon any pledge or other collateral assignment by the Member of all or any part of their membership interest, the pledgee or collateral assignee shall have only those rights expressly stated in the controlling pledge or assignment agreement (including any right in connection with the foreclosure of the pledge or collateral assignment of the purchaser of the membership interest to become a member of the Company) or are provided by other applicable law. If the pledgee or collateral assignee of all or any part of the Member's membership interest has the right under the controlling pledge or assignment agreement or under other applicable law to purchase the interest in foreclosure (or to cause or permit another person to purchase the interest in foreclosure), except as expressly stated in the controlling pledge or assignment agreement, the purchaser shall not be admitted as a member of the Company and shall not have any rights as a member other than the right to receive any distributions that are payable in respect of the interest foreclosed upon and purchased.

15.4 Governmental Approvals.

The Company agrees to apply for and use its best efforts to obtain all governmental and administrative approvals required, if any, in connection with the purchase and sale of a membership interest under this Agreement. The Member agrees to cooperate in obtaining the approvals and to execute any and all documents that may be required to be executed by them in connection with the approvals. The Company shall pay all costs and filing fees in connection with obtaining the approvals.

15.5 Restrictions on Guardianship/Conservatorship Appointments

In the event a court with certain and appropriate jurisdiction shall consider appointing a guardian or conservator over any member and/or manager of the Company it is the intent of the member(s) and/or manager(s) that such a fiduciary appointment be a family member or a professional appointed by the member and/or manager's family instead of a court appointed third party. Any attempt by a court to ignore and/or alter the terms of this Section shall be grounds for an immediate appeal to a higher court for an appellate review and determination of the legality and appropriateness of any court appointed guardianship or conservatorship running contrary to the express wishes of the member(s) and or manager(s) herein.

16. SECURITIES ISSUES.

16.1 Prohibited "Market" Transfers.

The Member hereby covenants and agrees with the Company that (a) it is not currently making a market in membership interest; (b) it will not transfer any membership interest upon an established securities market or a secondary market (or the substantial equivalent) within the meaning of Code Section 7704(b) (and any regulations, proposed regulations, revenue rulings or other official pronouncements of the Internal Revenue Service or Treasury Department that may be promulgated or published), and (c) in the event such regulations, revenue rulings, or other pronouncements treat any or all arrangements which facilitate the selling of a membership interest which are commonly referred to as "Matching Services" as being a secondary market or the substantial equivalent thereof, the Member will not transfer any membership interest through a Matching Service that is not approved in advance by the Company.

16.2 Securities Law Legend.

The Member hereby agrees that the following legend may be placed upon any counterpart of this Agreement, or any other document or instrument evidencing ownership of membership interest in this Company:

THIS CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES OR BLUE SKY LAWS OF ANY STATE. THE HOLDER OF THIS CERTIFICATE, BY ITS ACCEPTANCE HEREOF, REPRESENTS THAT IT IS ACQUIRING THIS SECURITY FOR INVESTMENT AND NOT WITH A VIEW TO ANY SALE OR DISTRIBUTION HEREOF. ANY TRANSFER OF THIS CERTIFICATE OR ANY LIMITED LIABILITY COMPANY INTEREST REPRESENTED HEREBY IS SUBJECT TO THE TERMS, RESTRICTIONS AND CONDITIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT.

17. DISSOLUTION AND LIQUIDATION.

17.1 Term; Dissolution.

17.1.1 The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with this Section 17.

17.1.2 The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member; (b) the occurrence of any event that terminates the continued membership of the Member in the Company unless the Company is continued without dissolution in accordance with Section 17.1.3 below; or (c) the entry of a decree of judicial dissolution issued by a court with appropriate jurisdiction in the state of Wyoming.

17.1.3 Upon the occurrence of any event that terminates the continued membership of the Member in the Company, the Company shall not dissolve if the personal representative (as defined in the Wyoming LLC Act) of the Member agrees in writing within 90 days following the occurrence of the event that terminated the continued membership of the Member in the Company to continue the Company and to the admission of the personal representative of the Member or his or her nominee or his or her designee to the Company as a Member, effective as the occurrence of the event that terminated the continued membership of the Member in the Company.

17.2 Winding Up

17.2.1 Upon the dissolution of the Company, the Member shall wind up the Company's affairs as provided in the Wyoming LLC Act. Upon the winding up of the Company's affairs, the Member shall distribute the property of the Company as follows:

a) First, to creditors, including the Member if he or she is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities (whether by payment or the making of reasonable provision for payment thereof); and

b) Second, to the Member in cash or property, or partly in cash and partly in property, as determined by the Member.

17.2.2 Upon Completion of the winding up of the Company, the Member shall file a certificate of cancellation with the Secretary of State of the State of Wyoming canceling the Company's certificate of formation at which time the Company shall terminate.

18. INDEMNIFICATION.

18.1 Indemnification of Member, Employee, or Agent: Proceeding Other Than by Company.

The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that such person is or was the Member or Manager, employee or agent of this Company, or is or was serving at the request of this Company as a Manager, Director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees and costs, judgments, fines and amounts paid in settlement actually and reasonably incurred by this person in connection with the action, suit or proceeding if this person acted in good faith and in a manner which this person reasonably believed to be in or not opposed to the best interests of this Company, and with respect to a criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which this person reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, this person had reasonable cause to believe that their conduct was unlawful.

18.2 Indemnification of Member, Employee or Agent: Proceeding by Company.

The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was the Member or Manager, employee or agent of the Company, or is or was serving at the request of this Company as the Member or Manager, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees and costs actually and reasonably incurred by this person in connection with the defense or settlement of the action or suit if this person acted in good faith and in a manner which this person reasonably believed to be in or not opposed to the best interests of the Company. Indemnification may not be made for any claim, issue or matter as to which this person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefore, to be liable to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

18.3 Indemnity if Successful.

To the extent that the Member, Manager, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Section 18.1 or 18.2, or in defense of any claim, issue or matter therein, the Company shall indemnify the Member, Manager, employee or agent against expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense.

Indemnity shall not apply where a final adjudication determines that the Member, Manager, employee or agent did not act in good faith and in a manner which such a person reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, this person had reasonable cause to believe that their conduct was unlawful, or where it is established that their acts or omissions involved gross negligence, intentional misconduct or fraud.

19. COMPANY RECORDS AND REPORTS.

19.1 Books and Records.

The Manager shall cause the Company to keep the following:

19.1.1 Complete books and records of account in which shall be entered fully and accurately all transactions and other matters relating to the Company. The Company's books and records shall be kept in accordance with accounting methods followed for federal income tax purposes;

19.1.2 A current list of the full name and last known business or residence address of the Member listing the Member's capital contribution to the Company and membership interest owned;

19.1.3 A copy of the Articles of Organization and all amendments thereto and all filings by the Company in Wyoming and other states; and

19.1.4 A copy of any then-effective written Operating Agreement.

19.2 Location of Books and Records.

All such books and records shall be maintained at the principal executive office of the Company and the records stated in 19.1.3 and any other records required by the State of Wyoming shall be kept at the registered office of the Company. In each location, such books and records shall be available for inspection and copying by, and at the expense of, the Member, or their duly authorized representatives, during reasonable business hours.

19.3 Title to Property.

All real and personal property owned by the Company shall be owned by the Company as an entity. The Member shall not have any ownership interest in such property in such Member's individual name or right unless separately authorized in an agreement between the Company and the Member. The Member's interest in the Company shall be personal property for all purposes.

19.4 Foreign Qualification.

In the event the Company shall seek to conduct business in any State other than the one it was organized in, the Manager shall cause the Company to comply with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Manager, the Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Operating Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

19.5 Internal Governance.

In the event pursuant to Section 19.4 above the company shall seek to conduct business in any state other than the one in which it was organized, the internal governance of this Company to, including, but not limited to, any and all related rules and regulations shall be governed by the laws of the State of Wyoming and not any foreign qualified state which the Company may conduct business in.

20. CONFIDENTIALITY.

20.1 Members' Duty of Confidentiality.

The Member, whether acting as a Member or as a Manager:

- (1) Shall maintain the confidentiality of Confidential Information (as defined in 20.2);
- (2) Except as required in conducting the internal affairs of the Company, shall not disclose Confidential Information to any third party;
- (3) Shall make copies of documents and other materials containing Confidential Information only for the benefit of the Company;
- (4) Shall use Confidential Information only for the benefit of the Company; and
- (5) Promptly after ceasing to be a Member, shall return to the Company all written and/or electronic documents and all other materials containing Confidential Information.

20.2 Confidential Information Definition.

For purposes of this Agreement, Confidential Information means:

- (1) The terms of this Agreement; provided, that the Member may disclose these terms on a confidential basis to his or her spouse and professional advisers;
- (2) Information that the Company maintains in confidence and that has actual or potential economic value to the Company because it is not generally known to others and is not readily ascertainable by them, which information shall include:
 - (a) Financial information relating to the Company and to the Member;
 - (b) Information relating to Company sales, marketing, business plans and strategies;
 - (c) Information concerning the development design and manufacture of Company products and concerning the method of providing Company services;
 - (d) Information in Company human resource files and similar files relating to the Company, the Member and employees;
 - (e) Information entrusted to the Company in confidence by third parties; and
 - (f) Information reasonably designated by the Member as Confidential Information.

20.3 Duty of Confidentiality Exceptions.

This Section shall not apply to information which enters (or has previously entered) the public domain through no fault of the Member or the disclosure of which is required by court order from a court of competent jurisdiction.

20.4 Binding Effect.

This Section shall bind the Member even after the Member ceases to be a Member. Subject to any contrary arrangement with a third party, the requirements of this Section shall terminate upon the termination of the legal existence of the Company.

21. GENERAL PROVISIONS.

21.1 Agreement to Perform Necessary Acts.

The Member agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

21.2 Amendments.

The provisions of this Agreement may not be waived, altered, amended or repealed, in whole or in part, except with the written consent of the Member.

21.3 Successors and Assigns.

This Agreement shall be binding on, and shall inure to the benefit of, the Member and their respective heirs, legal representatives, successors and assigns.

21.4 Validity of Agreement

It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section shall be held to be invalid, the remaining Sections shall continue to be in full force and effect.

21.5 Notices.

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within seventy-two (72) hours after mailing if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed to the party at his address set forth on the signature page of this Agreement, or other address that any party may designate by written notice to the others.

21.6 Governing Law.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the laws of the State of Wyoming. The Manager shall make all filings and disclosures required by, and shall otherwise comply with, all applicable laws. The Manager shall execute and file in the appropriate records any assumed or fictitious name certificates and other documents and instruments as may be necessary or appropriate with respect to the formation of, and conduct of business by, the Company.

21.7 Counterparts. Gender and Number.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the masculine, feminine, and neuter gender, and the singular or plural number shall be considered to include the others whenever the context so indicates.

21.8 Attorneys' Fees.

If any party brings an action or proceeding (including arbitration or appraisal dispute resolution, any complaint, cross-complaint, counterclaims, or third-party claim) against any other party by reason of a default by the other party or otherwise arising out of this Agreement, the non-prevailing party shall pay to the prevailing party in such action or proceeding all of the prevailing party's costs and expenses of suit (including the costs and expenses of enforcing any judgment or settlement), including reasonable attorneys' fees and costs, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section includes a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

21.9 Complete Agreement.

This Agreement, all Exhibits referenced herein, and the Articles of Organization, together constitute the complete and exclusive statement among the Member with respect to the subject matter contained therein. This Agreement, all exhibits referenced herein, and the Articles of Organization, together supersede all prior agreement by and among the Member with respect to the subject matter of this Agreement.

21.10 Survival.

Sections 18 (Indemnification) and 20 (Confidentiality) as well as Section 21.11 (Asset Protection) shall survive any termination of this Agreement.

21.11 Asset Protection.

With regard to asset protection, the Member herein agrees that this Operating Agreement shall be governed to the maximum extent of protection from creditor claims allowed by Wyoming Law. Specifically, the Operating Agreement shall be governed by WS 17-29-503, which provides the charging order as "the exclusive remedy by which a person seeking to enforce a judgment against a judgment debtor, including any judgment debtor who may be the sole member, dissociated member or transferee, may, in the capacity of the judgment creditor, satisfy the judgment from the judgment debtor's transferable interest or from the assets of the limited liability company."

21.12 No Third Party Beneficiaries.

Except as provided in Section 18, nothing in this Agreement express or implied, is intended to confer upon any person or entity, other than the parties hereto and their respective successors, any benefits, rights or remedies.

IN WITNESS WHEREOF, the undersigned Manager of the Company does hereby agree that the Company shall perform its obligations and duties hereunder and does hereby certify that this Agreement was duly adopted by a unanimous vote of the Member of this Company at the Organization Meeting held on February 24, 2020.



Scott J. Godfrey, Manager,



Stephanie Godfrey, Manager

by and for

HTI-WY 1 LLC

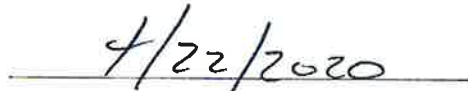
OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

Single Member Signature Page

IN WITNESS WHEREOF, the parties, in their capacities as Member by themselves or by their duly authorized representatives, in their acceptance of the above terms and conditions, have duly signed this Agreement.



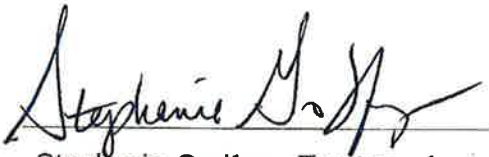
Scott J. Godfrey, Trustee of



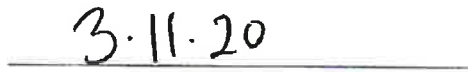
Date

SCOTT J. AND STEPHANIE GODFREY
TRUSTEES OF THE GODFREY LIVING TRUST

DATED 4/2/2004, Member



Stephanie Godfrey, Trustee of



Date

SCOTT J. AND STEPHANIE GODFREY
TRUSTEES OF THE GODFREY LIVING TRUST

DATED 4/2/2004, Member

SINGLE MEMBER
OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

SCHEDULE A

Membership and Interests

MEMBER'S NAME

MEMBERSHIP INTEREST

SCOTT J. AND STEPHANIE GODFREY

TRUSTEES OF THE GODFREY LIVING TRUST

DATED 4/2/2004

100%

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

SCHEDULE B

Statement and Taxation

This Limited Liability Company shall be taxed as a disregarded entity.

The annual accounting period of this Limited Liability Company shall be calendar year.

The method of accounting of this Limited Liability Company shall be cash.

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

SCHEDULE C

Schedule of Single Member and Contributions to Capital

Name: HTI-WY 1 LLC

Date: February 24, 2020

<u>Name Of Member</u>	<u>Total Capital Contribution (Book Value)</u>	<u>Percentage of Ownership Percentage of Profit Distribution</u>	<u>Date by which Contribution Must Be Made</u>
Scott J. and Stephanie Godfrey Trustees of the Godfrey Living Trust Dated 4/2/2004	\$	100%	
TOTALS:	\$	100%	

The above LLC interest is are reflected on the books of the LLC as of the above date. Any changes in ownership of the LLC interest from the above will be indicated on amendments to this Schedule C and signed by the parties to this Agreement.

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

SCHEDULE D

Statement of Amounts of Cash, Property
or Services Contributed by the Single Member

Name: HTI-WY 1 LLC

Date: February 27, 2020

Name of Member	Cash, Services or Property Contributed (FMV)	Agreed Value
Scott J. and Stephanie Godfrey Trustees of the Godfrey Living Trust Dated 4/2/2004		\$
TOTALS:		\$



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 28, 2023

HTI-ID3 LLC
784 S CLEARWATER LOOP STE R
POST FALLS ID 83854-9599

Re: Change in Water Right Ownership: 63-34871 (Split into 63-34871 and **63-35510**)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

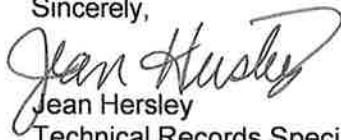
The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,



Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: GODFREY LIVING TRUST
SCOTT J GODFREY
STEPHANIE J GODFREY