Authentisign ID: 9D1CE9FF-2CA3-F111-9B33-000D3A4FF82A

Form 42-248/42-1409(6) Rev. 6/22

RECEIVED
AUG 31 2026
DEPT. OF WATER RESOURCES

STATE OF IDAHO
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.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-9225	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Candace Jenkins
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Waste Solutions Leasing, LLC
   New owner(s) as listed on the conveyance document Name connector ■ and ☐ or

   6214 W. Elmer St. (Mailing address) | Boise (City) | Id (State) | 83703 (Zip)

   208-681-1899 (Telephone) | gfielding1@aol.com or amandaalvaro65@gmail.com (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: 02/12/2026.

6. Do you own the land identified as the water right place of use? Yes ■ No ☐
   - 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):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - 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.

8. Signature: Gary Fielding 08/28/26 (Signature of new owner/claimant) | Owner (Title, if applicable) | 08/28/26 (Date)
   Gary Fielding (Print name)

   Signature: _____ (Signature of new owner/claimant) | _____ (Title, if applicable) | _____ (Date)
   _____ (Print name)

For IDWR Office Use Only:

Receipted by KM Date 8.31.24 Receipt No. C128137 Receipt Amt. 25.00

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

Name on W-9 _____ Approved by _____ Processed by PL Date 9/11/2026

2026-005632
RECORDED
02/18/2026 09:15 AM
JESS URRESTI
CANYON COUNTY RECORDER
Pgs=2 JWINSLOW $15.00
TYPE: DEED
TAYLOR LAW OFFICES
ELECTRONICALLY RECORDED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Taylor Law Offices, PLLC
1112 W. Main St., Ste. 101
Boise, ID 83702

(Space Above for Recorder's Use)

WARRANTY DEED

For value received Trident Homes LLC, an Idaho limited liability company ("Grantor"), whose address is 9840 W. Overland, Ste. 120, Boise, ID 83709, conveys, grants, bargains, and transfers to Waste Solutions Leasing, LLC, an Idaho limited liability company ("Grantee"), whose mailing address is P.O. Box 2124, Idaho Falls, ID 83403, and its successors and assigns forever, all of the right, title, and interest of Grantor to all of the described real property in Canyon County, Idaho:

> The Northwest Quarter of the Southeast Quarter, Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

SUBJECT TO current taxes and assessments due and payable, together with any and all existing easements, rights-of-way, reservations, restrictions, and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 17 day of February, 2026.

TRIDENT HOMES LLC

Tracy Skidmore, Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of February in the year 2026, before me, Matthew Barlow, a Notary Public in and for said State, personally appeared TRACY SKIDMORE, Managing Member of Trident Homes LLC, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 3/17/2027



2021-077726
RECORDED
11/10/2021 03:50 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 JWINSLOW $15.00
TYPE: DEED
ALLIANCE TITLE - BOISE PRODUCTION
ELECTRONICALLY RECORDED

WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:501818

FOR VALUE RECEIVED

William E. Jenkins and Candace R. Jenkins, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Trident Homes LLC, an Idaho limited liability company

whose current address is

9840 W. Overland Road, Ste. 120
Boise, ID 83709

the grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

The Northwest Quarter of the Southeast Quarter, Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 11-10-21

William E. Jenkins

Candace R. Jenkins

State of Idaho } ss
County of Canyon }

On this 10 day of November, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared **William E. Jenkins and Candace R. Jenkins**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged that he/she/they executed the same.

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

Notary Public for the State of Idaho
Residing at: Homedale, ID
Commission Expires: 4/1/2027

LILIANA SOTO
COMMISSION #65320
NOTARY PUBLIC
STATE OF IDAHO

LILIANA SOTO
COMMISSION #65320
NOTARY PUBLIC
STATE OF IDAHO

2019-041066
RECORDED
09/03/2019 01:31 PM



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 LBERG $15.00
DEED
ALAN MILLS

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Daniel W. Bower
MORRIS BOWER & HAWS, PLLC
12550 W. Explorer Drive, Suite 100
Boise, ID 83713

(Space Above For Recorder's Use)

QUITCLAIM DEED

For value received, **William E. Jenkins** and **Candace R. Jenkins**, husband and wife ("Grantors"), do hereby convey, release, and forever quitclaim unto **William E. Jenkins** and **Candace R. Jenkins**, husband and wife ("Grantees"), whose address is 14740 Valli Hi Lane, Caldwell, Idaho 83607, all of Grantors' interest in the following described real property located in Canyon County, Idaho, more particularly described to-wit:

The Northwest Quarter of the Southeast Quarter in Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

This Conveyance is made subject to the following restrictive covenants: To the extent the property as described above is zoned R1, that property will not be allowed to exceed the one (1) acre density average.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto Grantee, and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 3rd day of September, 2019.

William E. Jenkins

Candace R. Jenkins

State of Idaho)
)ss.
County of Canyon)

On this 3rd day of September, 2019, before me, a Notary Public in and for said State, personally appeared William E. Jenkins, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho
My Commission Expires: _____

ALAN D. MILLS
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 9367
MY COMMISSION EXPIRES 9-9-2023

State of Idaho)
)ss.
County of Canyon)

On this 3rd day of September, 2019, before me, a Notary Public in and for said State, personally appeared Candace R. Jenkins, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Notary Public for Idaho
My Commission Expires: _____

ALAN D. MILLS
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 9367
MY COMMISSION EXPIRES 9-9-2023

Pioneer Title Co.

610 S. Kimball Avenue
Caldwell, ID 83605

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

2013-057783
RECORDED
12/30/2013 03:22 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 DWILSON $13.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

File No. 542979

WARRANTY DEED

For Value Received

Joseph S. Risi, a married man as his sole and separate property

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

William E. Jenkins and Candace R. Jenkins, husband and wife

hereinafter referred to as Grantee, whose current address is 14229 Orchard Ave Caldwell, ID 83607

The following described premises, to-wit:

The Northwest Quarter of the Southeast Quarter in Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

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: December 27, 2013

Joseph S. Risi

Attached to Warranty Deed Risi to Jenkins

State of California County of Orange

On this 27th day of December in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph S. Risi known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Residing at: 357 S. Hoyt
Commission Expires: 10-24-2017

JESSICA L. MERRY
Commission # 2046551
Notary Public - California
Orange County
My Comm. Expires Oct 24, 2017

Please Send all Notices to:
Joseph Risi
P.O. Box 8653
Newport Beach, CA 92658

Quit Claim Deed

The GRANTOR, CJR Holdings, LLC, an Arizona limited liability Company, of City of Phoenix, County of Maricopa, State of Arizona, for the consideration of TEN AND NO/ 100 DOLLARS CONVEYS and QUIT CLAIMS to Joseph S. Risi, a married man as his sole and separate property, City of Laguna Beach, County of Orange, State of California, all interest in the following described real estate in the County of Canyon, in the in the State of Idaho, to wit:

The Northwest Quarter of the Southeast Quarter, Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho. Together with an easement for ingress and egress over the South 30 feet of the Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyong County, Idaho, Which easements may also be used by the owners of said Southeast Quarter of the Northeast Quarter of Said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Dated this 9th day of August, 2013

CJR Holdings, LLC

Chris Joseph Risi
Manager

State of _____)
) ss
County of _____)

I, _____, a notary public, do hereby certify that on this ___day of August, 2013, personally appeared before me Christopher Joseph Risi, who, being by me first duly sworn, known to me to be the manager of the limited liability company that executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

_____ My Commission expires
Notary Public

SEE ATTACHED
ACKNOWLEDGMENT

2013-041381
RECORDED
09/06/2013 02:27 PM

00066832201300413810020022

CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 DWILSON $13.00
DEED
PHYLLIS LAMKEN

ACKNOWLEDGMENT

State of California
County of ORANGE)

On AUGUST 9, 2013 before me, M. KENDRICK (NOTARY)
(insert name and title of the officer)

personally appeared CHRISTOPHER JOSEPH RISI,
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)

M. KENDRICK
COMM. #1877789
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ORANGE
My Comm. Expires January 23, 2014

BCTO BCTO

DESCRIPTION OF THE ATTACHED DOCUMENT

QUITCLAIM DEED
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

Canyon County

Recorder's Office

Cover Page

2013-056399
RECORDED
12/18/2013 11:06 AM



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=3 RECORD1 NO FEE
DEED
CANYON COUNTY SHERIFF

SHERIFF'S DEED

Whereas, Broken Bridge, LLC, a Wyoming limited liability company, as mortgagor ("Mortgagor") to the Bank of Jackson Hole, a Wyoming banking association, as Mortgagee ("Mortgagee"), mortgaged the hereinafter described real property by that certain mortgage executed and delivered by Mortgagor to Mortgagee dated October 31, 2007 and filed November 6, 2007 as Instrument 2007073780 in the records of Canyon County, Idaho Recorder, in and for Canyon County, Idaho.

Whereas, the Mortgage being in default, the Mortgagee, Bank of Jackson Hole filed a Complaint for Foreclosure, Case Number CV11-7715 against the Mortgagor, Broken Bridge, LLC, in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Canyon. Said Court entered a judgment in favor of the Mortgagor, Bank of Jackson Hole and against Mortgagee, Broken Bridge, LLC on June 1, 2012 and a Judgment and Decree of Foreclosure being recording June 5, 2012 as Instrument Number 2012022785 in the records of Canyon County, Idaho Recorder, in and for Canyon County, Idaho. A writ of execution on Judgment of Foreclosure was entered on July 17, 2013 and recorded August 9, 2012 as Instrument Number 2012034372. An Order of Sale on Foreclosure was recorded August 9, 2012 as Instrument Number 2012034373.

Whereas, the undersigned Sheriff in and for Canyon County, State of Idaho, pursuant to the request and direction of the Mortgagor, Bank of Jackson Hole as owner of the Mortgage and Note and under the power of sale contained in the mortgage, and under the aforesaid judgments, proceeded to advertise for sale and did sell the hereinafter described real property on September 25, 2012 at public auction in one lot or parcel to Chris Risi, representative for CJR Holdings, LLC, 3020 E. Camelback Road, #213, Phoenix, Arizona 8016, without recourse, together with its successors and assigns, who was the highest bidder, in the sum of $150, 000.00, which was the whole price by purchaser, claim and interest of within named Defendant and Mortgagor, as aforesaid, in and to the real estate hereinafter; and a Certificate of Sale was issued by the undersigned Sheriff in and for Canyon County, State of Idaho to the Successful Bidder on July 19, 2013 and which Certificate of Sale which was duly recorded in the records of the Canyon County, Idaho Recorder, in and for Canyon County, Idaho on July 19, 2013 as Document Number 2013-032747.

Whereas, no one has appeared to redeem the hereinafter described real property under the laws of the State of Idaho, and the time for doing so expired on September 25, 2013.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, Kieran Donahue, Sheriff in and for said County of Canyon, State of Idaho, in consideration of the

premises, have GRANTED, BARGAINED, AND SOLD, do hereby TRANSFER AND CONVEY, to CJR Holdings, LLC, its successors and assigns, all right, title and interest to the following described property situated in Canyon County, Idaho, to wit:

The Northwest Quarter of the Southeast Quarter in Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho

Together with an easement for ingress and egress over the South 30 feet of the Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, which easement may also be used by the owners of said Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Together with all improvements thereon situate and all fixtures and appurtenances.

TO HAVE AND TO HOLD said described premises, together with all improvements thereon erected and all fixtures and appurtenances thereunto belonging to CJR Holdings, LLC, its successors and assigns forever.

In Witness Whereof, the undersigned has caused this Sheriff's Deed to executed and delivered on the 18th day of December, 2013.

KIERAN DONAHUE, SHERIFF OF CANYON COUNTY IDAHO

By: _____

State of Idaho)
)ss
County of Canyon)

On this 18 day of December 2013, before me the undersigned, a Notary Public in and for said County and State, personally appeared before me Kieran Donahue Known or identified to me to be the person whose name is subscribed to the within instrument as Deputy Sheriff of Canyon County, State of Idaho and acknowledged to me that he executed the same as such Deputy Sheriff of Canyon County, Idaho.

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

JULIE AMBEAU NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for the State of Idaho
Residing CCSO Records Civil
My Commission expires 9-10-15

(2)

20070704453

THIS INSTRUMENT WAS FOR RECORD BY STEWART TITLE COMPANY AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS AFFECTS UPON THE TITLE.

2007 OCT 22 PM 1 03

REQUESTED BY

TYPED

stewart title of boise

ST-7055933-SB

QUITCLAIM DEED

THIS INDENTURE, made this 16th day of October, 2007, between

BACK 40 LLC, as GRANTOR(S) and

BROKEN BRIDGE LLC, GRANTEE(S)

whose current address is P.O. Box 9370, Jackson, WY 83001

WITNESS, that said Grantor(s), for an in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM, unto the said Grantee(s) and to its heirs and assigns all that certain lot, piece or parcel of land, bounded and particularly described as follows, to wit:

See "Exhibit A" attached hereto

Parcel Number: R32870000 0

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

BACK 40 LLC

STATE OF WY)
) ss.
COUNTY OF Teton)

On this 18th day of October, 2007 before me, the undersigned, a Notary Public, in and for said State, personally appeared Joseph Rice known to me to be the partner of the Limited Partnership that executed the instrument and the foregoing instrument was signed on behalf of said Limited Partnership by authority of consent of it's members and acknowleged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public: M Walton
Residing at: Teton County, Wyoming
My commission expires: 02.02.2009

Exhibit A
LEGAL DESCRIPTION

The Northwest Quarter of the Southeast Quarter, Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

TOGETHER WITH an easement for ingress and egress over the South 30 feet of the Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, which easements may also be used by the owners of said Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

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.

ACCOMMODATION - LF

REQUEST STEWART TITLE-NAMPA
TYPE Quit FEE 6.00

2007 JUN 4 PM 4 41
WILLIAM H. HURST
CANYON COUNTY RECORDER
BY
DEPUTY

RECORDED

200703879 4

QUITCLAIM DEED

THIS INDENTURE, made this 30th day of May, 2007, between

RISI FAMILY LIMITED PARTNERSHIP, an Arizona Limited Partnership, as **GRANTOR(S)** and

BACK 40 LLC , **GRANTEE(S)**

whose current address is P.O. Box 9370, Jackson, WY 83001.

WITNESS, that said Grantor(s), for an in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee(s) and to its heirs and assigns all that certain lot, piece or parcel of land, bounded and particularly described as follows, to wit:

See "Exhibit A" attached hereto

Parcel Number: R32870000 0

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

Joseph S. Risi, Partner

STATE OF WY)
) ss.
COUNTY OF TETON)

On this 1st day of JUNE in the year of 2007, before me the undersigned, a notary public, personally appeared Joseph S. Risi , known or identified to me on the basis of satisfactory evidence to be the partner of the Limited Partnership that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of it's members and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public: NOEL W. SKOOG
Residing at: TETON COUNTY
My commission expires: 4/20/2011

NOEL W. SKOOG NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 04/20/2011

Exhibit A
LEGAL DESCRIPTION

Order No.: 305037903

The Northwest Quarter of the Southeast Quarter, Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

TOGETHER WITH an easement for ingress and egress over the South 30 feet of the Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, which easements may also be used by the owners of said Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

2

20053589 2

RECORDED
2005 JUN 24 PM 4 08
G NOEL HALES
CANYON CNTY RECORDER
BY

REQUEST STEWART TITLE-NAMPA
TYPE Deed FEE 6.00

stewart
title of boise

ST-5037903-LF/EJ

WARRANTY DEED

For Value Received WINDSOR DEVELOPMENT, LLC,
the Grantor, hereby grants, bargains, sells, conveys and warrants unto

RISI FAMILY LIMITED PARTNERSHIP, an Arizona Limited Partnership,

the Grantee, whose current address is 27 W. Anapamu St #350 Santa Barbara, CA 93101

the following described premises, to wit:

See "Exhibit A" attached hereto

Parcel Number: R32870000 0

SUBJECT TO: Current General Taxes, a lien in the process of assessments, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated this 21st day of June, 2005

WINDSOR DEVELOPMENT, LLC

By _____
Paul E. Johnson

STATE OF Utah)
) ss.
COUNTY OF Utah)

On this 22nd day of June, 2005, before me, the undersigned, a Notary Public, in and for said State, personally appeared Paul E. Johnson known to me, on the basis of satisfactory evidence, to be the of the Limited Liability Company that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he/~~she/they~~ executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Notary Public: Natalie Bass
Residing at: Orem UT
My commission expires 2-11-09

NOTARY PUBLIC
NATALIE BASS
482 W 800 N
Orem, UT 84057
My Commission Expires
February 11, 2009
STATE OF UTAH

Legal Description
EXHIBIT "A"

Order Number: 5037903

The Northwest Quarter of the Southeast Quarter, Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

TOGETHER WITH an easement for ingress and egress over the South 30 feet of the Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, which easements may also be used by the owners of said Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

INITIAL



INSTRUMENT NO. 200535891

ST-4033195-LF/EJ

WARRANTY DEED

FOR VALUE RECEIVED **JBJ LIMITED PARTNERSHIP** acting by and through its undersigned general partner, the Grantor, does hereby grant, bargain, sell and convey unto **WINDSOR DEVELOPMENT UTAH, LLC, a limited liability company**, 3355 N. University Avenue, Suite 25, Provo, Utah 84604, the Grantee, the following described premises, situated in Canyon County, State of Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND REFERENCED JBJ/WINDSOR.

Together with all and singular the tenements, hereditaments and appurtenances.

Together with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns, in fee simple, subject to the following: all reservations in patents or state grants or in the laws authorizing the issuance thereof; the bonded debt of all taxing units; all zoning requirements and restrictions provided by any fire, building, plumbing, electrical and other similar codes imposed by any governmental unit; all repayment contracts between any irrigation district and the United States; all easements and rights of way under, over and across the premises regardless of how evidenced or acquired and whether the same appears of record or not; any restrictive covenants recorded with the Recorder of Canyon County, State of Idaho; and exceptions appearing in any title insurance policy provided by Grantor and applying to the real property.

Grantor represents that it has the power to convey a fee simple marketable title in said Exhibit "A" real property, subject to the exceptions expressly set forth herein, including but not limited to said **"AS IS"** provision, and in the standard form title insurance policy which Grantor is obligated to provide.

Apart from the warranty of title expressed herein, the property is sold in its present **"AS IS"** condition in all respects, including but not limited to, its title, its boundaries, water rights, ingress/egress, zoning, soils, all environmental matters, appurtenances and improvements, e.g., well, located thereon.

This Deed shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, personal representatives, successors and permissible assigns.

Date: 6/23/05

JBJ LIMITED PARTNERSHIP

by _____
General Partner

GRANTOR

STATE OF IDAHO, COUNTY OF ~~GRANTON~~ Ada) ss

On this 23rd day of June, 2005, before me, a Notary Public in and for said State, appeared **JBJ LIMITED PARTNERSHIP acting by and through Edward G. Jenkins** known or identified to me to be a **General Partner** whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



_____
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 2/9/07

Legal Description
EXHIBIT "A"

Order Number: 4033195

The Northwest Quarter of the Southeast Quarter, Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

TOGETHER WITH an easement for ingress and egress over the South 30 feet of the Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, which easements may also be used by the owners of said Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

INITIAL

RECORDED
2005 JUN 24 PM 4 07
G NOEL HALES
CANYON CNTY RECORDER
REQUEST STEWART TITLE-NAMPA
TYPE FEE

2005358891

9734650

(7)

CORRECTION DEED

THIS DEED INTENDS TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION SET FORTH IN EXHIBIT "B" REFERRED TO AS "KALIA DESCRIPTION" IN DEED RECORDED AS INSTRUMENT NO. 9522467 BETWEEN EDWARD G. JENKINS AND BILLYE O. JENKINS, HUSBAND AND WIFE, THE GRANTORS, TO JBJ LIMITED PARTNERSHIP, THE GRANTEE.

FOR VALUE RECEIVED EDWARD G. JENKINS and BILLYE O. JENKINS, the Grantors, do hereby grant, bargain, sell and convey unto JBJ Limited Partnership, Grantee, address: 14221 Orchard Avenue, Caldwell, Idaho 83605, the following described premises, situated in Canyon County, State of Idaho, to-wit:

EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND IDENTIFIED AT THE BOTTOM OF THE PAGE AS "TRADEWINDS" DESCRIPTION TO DEED FROM EDWARD G. JENKINS AND BILLYE O. JENKINS TO JBJ LIMITED PARTNERSHIP.

EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND IDENTIFIED AT THE BOTTOM OF THE PAGE AS "KALIA" DESCRIPTION TO DEED FROM EDWARD G. JENKINS AND BILLYE O. JENKINS TO JBJ LIMITED PARTNERSHIP.

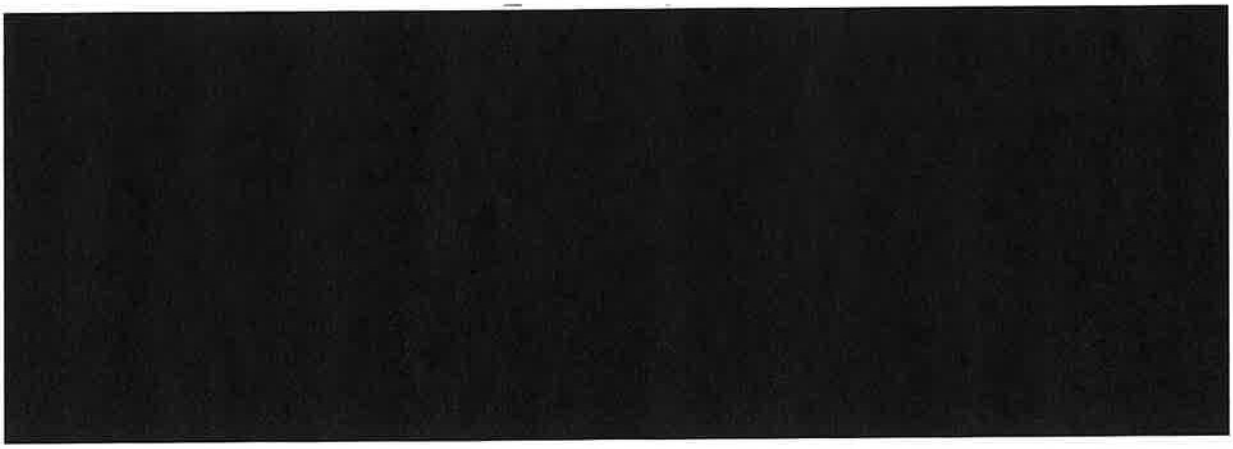
Together with all and singular the tenements, hereditaments and appurtenances.

Together with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining.

Grantor warrants fee simple title subject to the following:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns, in fee simple, subject to the following: all reservations in patents or state grants or in the laws authorizing the issuance thereof; the bonded debt of all taxing units; all zoning requirements and restrictions provided by any fire, building, plumbing, electrical and other similar codes imposed by any governmental unit; all repayment contracts between any irrigation district and the United States; all easements and rights of way under, over and across the premises regardless of how evidenced or acquired and whether the same appears of record or not; terms of any Agreement pursuant to which this deed was executed; and exceptions appearing in any title insurance policy applying to the real property provided by Grantor to Grantees.

\\\\\\\\\\\SIGNATURES ON NEXT PAGE//////////



DATED: October 10, 1997

EDWARD G. JENKINS

BILLYE O. JENKINS

STATE OF IDAHO, COUNTY OF CANYON)ss

On this 10th day of October, 1995, before me, a Notary Public in and for said State, personally appeared EDWARD G. JEKINS and BILLYE O. JENKINS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Nampa
My Commission expires: 7-14-98

[redacted]

Exhibit "A"

The Northwest Quarter of the Southeast Quarter, Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

TOGETHER WITH an easement for ingress and egress over the South 30 feet of the Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, which easements may also be used by the owners of said Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

EXHIBIT "A"

"TRADEWINDS" DESCRIPTION TO DEED FROM EDWARD G. JENKINS AND BILLYE O. JENKINS TO JBJ LIMITED PARTNERSHIP

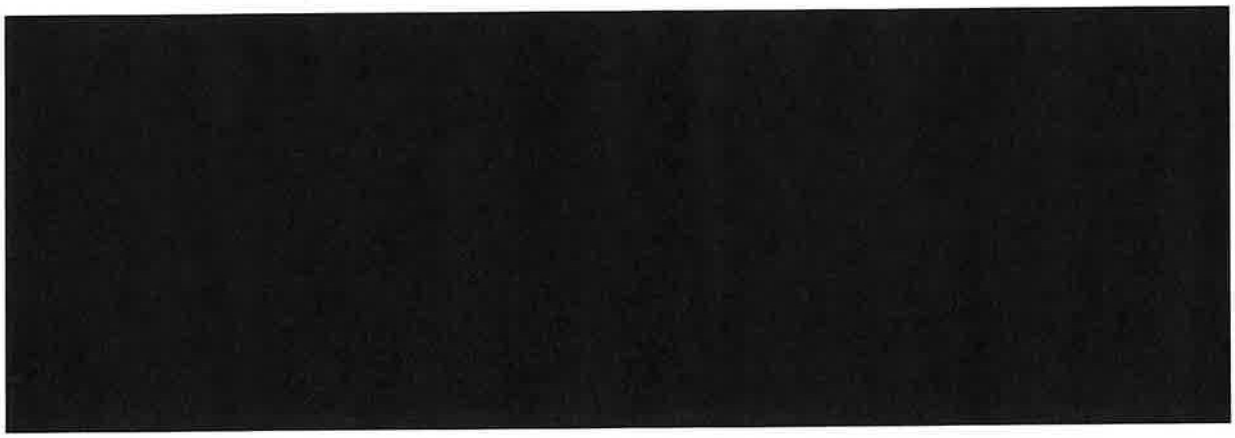


EXHIBIT "A"

That portion of the two following tracts lying North of the public road traversing said property:

The Southeast Quarter of the Southeast Quarter of Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho;

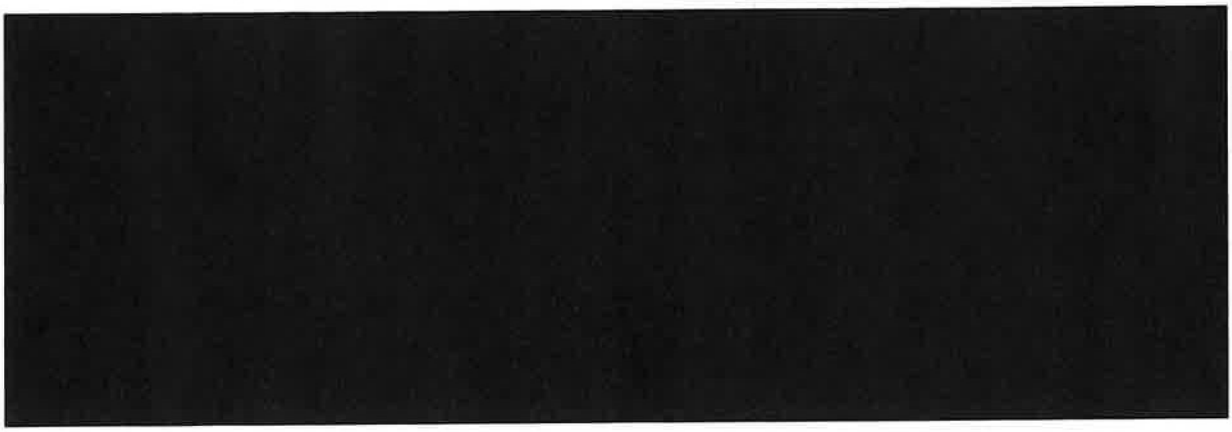
AND THE Southwest Quarter of the Southeast Quarter of Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho;

EXCEPTING THEREFROM the following tract:

BEGINNING at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and bearing
South 0° 6' East 560 feet along the West boundary of the aforesaid Southwest Quarter of the Southeast Quarter to the North boundary of the Deer Flat Reservoir; thence meandering
North 86° 12' East 260 feet;
North 47° 5' East 270 feet; and
South 67° 7' East 95 feet along the North boundary of the Deer Flat Reservoir; thence meandering
North 0° 40' West 100 feet;
North 11° 50' West 132 feet;
North 3° 40' East 180 feet to the North boundary of the aforesaid Southwest Quarter of the Southeast Quarter; thence
South 88° 52' West 475 feet along the aforesaid North boundary to the POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM the following described parcel of ground, to-wit:

BEGINNING at the Southeast corner of Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence
North 0° 09' 00" West 729.65 feet along the section line common to Sections 15 and 16 to a point; thence
South 88° 52' 00" West 30.0 feet to the REAL POINT OF BEGINNING; thence 31.76 feet along a curve to the left having a radius of 20.0 feet, a deflection angle of 90° 59' 00", a tangent of 20.35 feet and whose long chord bears North 45° 38' 30" West 28.53 feet to a point of tangent; thence
South 88° 52' 00" West 170.14 feet to a point of curve; thence 32.34 feet along a curve to the left having a radius of 50.0 feet, a deflection angle of 36° 52' 00", a tangent of 16.67 feet and whose long chord bears South 70° 26' 00" West 31.62 feet to a point of reverse curve;
thence 110.71 feet along a curve to the right having a radius of 50.0 feet, a deflection angle of 126° 52' 00", a tangent of 99.99 feet and whose long chord bears North 64° 34' 00" West 89.44 feet to a point on curve;
thence continuing 110.71 feet along a curve to the right having a radius of 50.0 feet, a deflection angle of 126° 52' 00", a tangent of 99.99 feet and whose long chord bears North 62° 18' 00" East 89.44 feet



to a point of reverse curve;
thence 32.34 feet along a curve to the left having a radius of 50.0 feet, a deflection angle of 36° 52' 00", a tangent of 16.67 feet and whose long chord bears South 72° 42' 00" East 31.62 feet to a point of tangent; thence
North 88° 52' 00" East 171.86 feet to a point of curve; thence 31.07 feet along a curve to the left having a radius of 20.0 feet, a deflection angle of 89° 01' 00", a tangent of 19.66 feet and whose long chord bears North 44° 21' 30" East 28.04 feet to a point; thence
South 0° 09' 00" East 100.01 feet along a line parallel to the Easterly boundary of said Section 16 to the POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM the following described parcel of ground, to-wit:

BEGINNING at the Southeast corner of Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence
North 0° 09' 00" West 750.0 feet along the section line common to Sections 15 and 16 to a point; thence
South 88° 52' 00" West 158.00 feet to the REAL POINT OF BEGINNING; thence continuing
South 88° 52' 00" West 62.49 feet to a point of curve;
thence 32.34 feet along a curve to the left having a radius of 50.0 feet, a deflection angle of 36° 52' 00", a tangent of 16.67 feet and whose long chord bears South 70° 26' 00" West 31.62 feet to a point of reverse curve;
thence 32.34 feet along a curve to the right having a radius of 50.0 feet, a deflection angle of 36° 52' 00", a tangent of 16.67 feet and whose long chord bears South 70° 26' 00" West 31.62 feet to a point; thence
South 48° 14' 50" West 110.22 feet to a point; thence
South 77° 02' 00" East 210.03 feet to a point; thence
North 0° 09' 00" West 142.94 feet along a line parallel to the Easterly boundary of said Section 16 to the POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM the following described parcel of ground, to-wit:

BEGINNING at the Southeast corner of Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence
North 0° 09' 00" West 750.0 feet along the section line common to Sections 15 and 16 to a point; thence
South 88° 52' 00" West 220.49 feet to a point of curve;
thence 32.34 feet along a curve to the left having a radius of 50.0 feet, a deflection angle of 36° 52' 00", a tangent of 16.67 feet and whose long chord bears South 70° 26' 00" West 31.62 feet to a point of reverse curve;
thence 32.34 feet along a curve to the right having a radius of 50.0 feet, a deflection angle of 36° 52' 00", a tangent of 16.67 feet and whose long chord bears South 70° 26' 00" West 31.62 feet to the REAL POINT OF BEGINNING;
thence continuing 78.54 feet along a curve to the right having a radius of 50.0 feet, a deflection angle of 90° 00' 00", a tangent of 50.0 feet and whose long chord bears North 46° 08' 00" West 70.71 feet to a point; thence

[redacted]

North 80° 15' 00" West 140.0 feet to a point; thence
South 9° 45' 00" West 118.62 feet to a point; thence
South 77° 02' 00" East 130.13 feet to a point; thence
North 48° 14' 50" East 110.22 feet to the POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM the following described parcel of land, to-wit:

BEGINNING at the Southeast corner of Section 16, township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence
North 0° 09' 00" West 750.0 feet along the section line common to Sections 15 and 16 to a point; thence
South 88° 52' 00" West 50.35 feet to the REAL POINT OF BEGINNING; thence continuing
South 88° 52' 00" West 107.65 feet to a point; thence
South 0° 09' 00" East 142.94 feet along a line parallel to the Easterly boundary of Section 16 to a point; thence
South 77° 02' 00" East 131.41 feet to a point 30.0 feet Westerly from the said Easterly boundary of Section 16; thence
North 0° 09' 00" West 154.61 feet along a line parallel to and 30.0 feet Westerly from the said Easterly boundary of Section 16 to a point of curve;
thence 31.76 feet along a curve to the left having a radius of 20.0 feet, a deflection angle of 90° 59', a tangent of 20.35 feet and whose long chord bears North 45° 38' 30" West 28.53 feet to the POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM the following described parcel of land, to-wit:

BEGINNING at the Southeast corner of Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence
North 0° 09' 00" West 432.0 feet along the section line common to Sections 15 and 16 to a point; thence
North 77° 02' 00" West 56.00 feet to the REAL POINT OF BEGINNING; thence continuing
North 77° 02' 00" West 347.0 feet along the proposed Northerly boundary line of Orchard Avenue to a point; thence
North 12° 58' 00" East 132.0 feet to a point; thence
South 77° 02' 00" East 341.44 feet to a point 30.0 feet Westerly from the East boundary of said Section 16; thence
South 0° 09' 00" East 110.34 feet along a line parallel to and 30.0 feet Westerly from the said Easterly boundary of Section 16 to a point of curve;
thence 35.99 feet along a curve to the right having a radius of 20.0 feet, a deflection angle of 103° 07' 00", a tangent of 25.20 feet and whose long chord bears South 51° 24' 30" West 31.33 feet to the POINT OF BEGINNING;

[redacted]

9734650

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'97 OCT 14 PM 4 09

NED J. KERR
CANYON CNTY RECORDER
BY UChavez

REQUEST PIONEER — CALDWELL
TYPE Deed FEE 21.00



INSTRUMENT No. 9412123

QUITCLAIM DEED

FOR VALUE RECEIVED JAMES K. WOOLSEY, JR., husband of Ida Woolsey, of the State of Hawaii, hereinafter called the Grantor, does by these presents, remise, release and forever QUITCLAIM unto EDWARD G. JENKINS and BILLYE O. JENKINS, husband and wife, of 14221 Orchard Avenue, Caldwell, Idaho 83605, hereinafter called the Grantees, and to their heirs and assigns, all title which Grantor now has or may hereafter acquire, in the following described real property, situated in Canyon County, State of Idaho, to wit:

All of that certain real property described in Exhibit A attached hereto.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the Grantees and to their heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed these presents on this 16 day of February, 1994.

James K. Woolsey Jr.
JAMES K. WOOLSEY, JR.

STATE OF HAWAII)
: ss.
CITY AND COUNTY OF HONOLULU)

On this 16th day of February, 1994, before me personally appeared JAMES K. WOOLSEY, JR., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Wayne Thurston
Notary Public, State of Hawaii
My commission expires: 1.3.94

EXHIBIT A

The Northwest Quarter of the Southeast Quarter in Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

TOGETHER WITH an easement for ingress and egress over the South 30 feet of the Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, which easements may also be used by the owners of said Southeast Quarter of the Northeast Quarter of said Section 16, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

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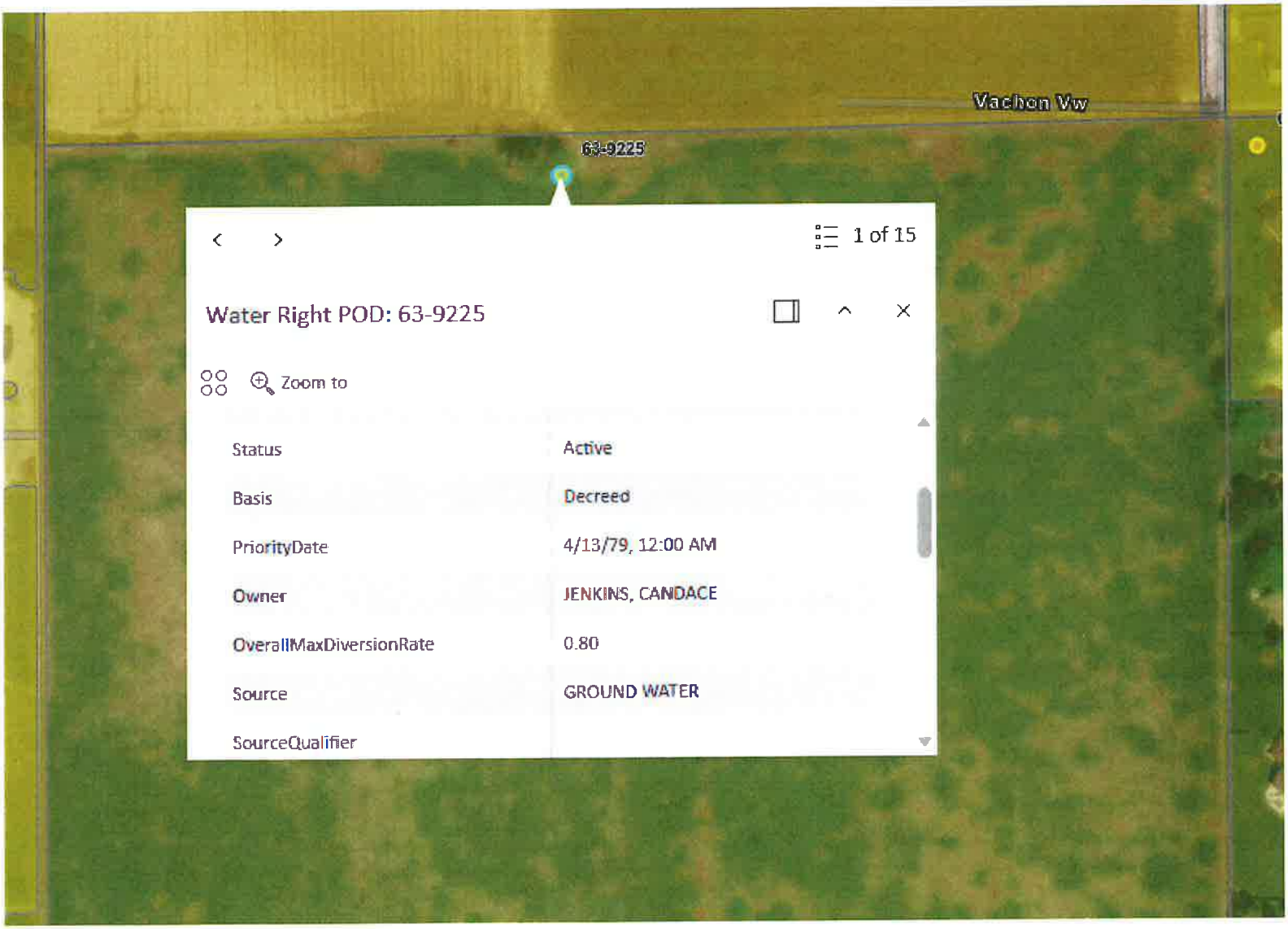
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CANYON CNTY RECORDER
BY ... Deputy

REQUEST ... Recorded ... Title Co
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EXHIBIT A

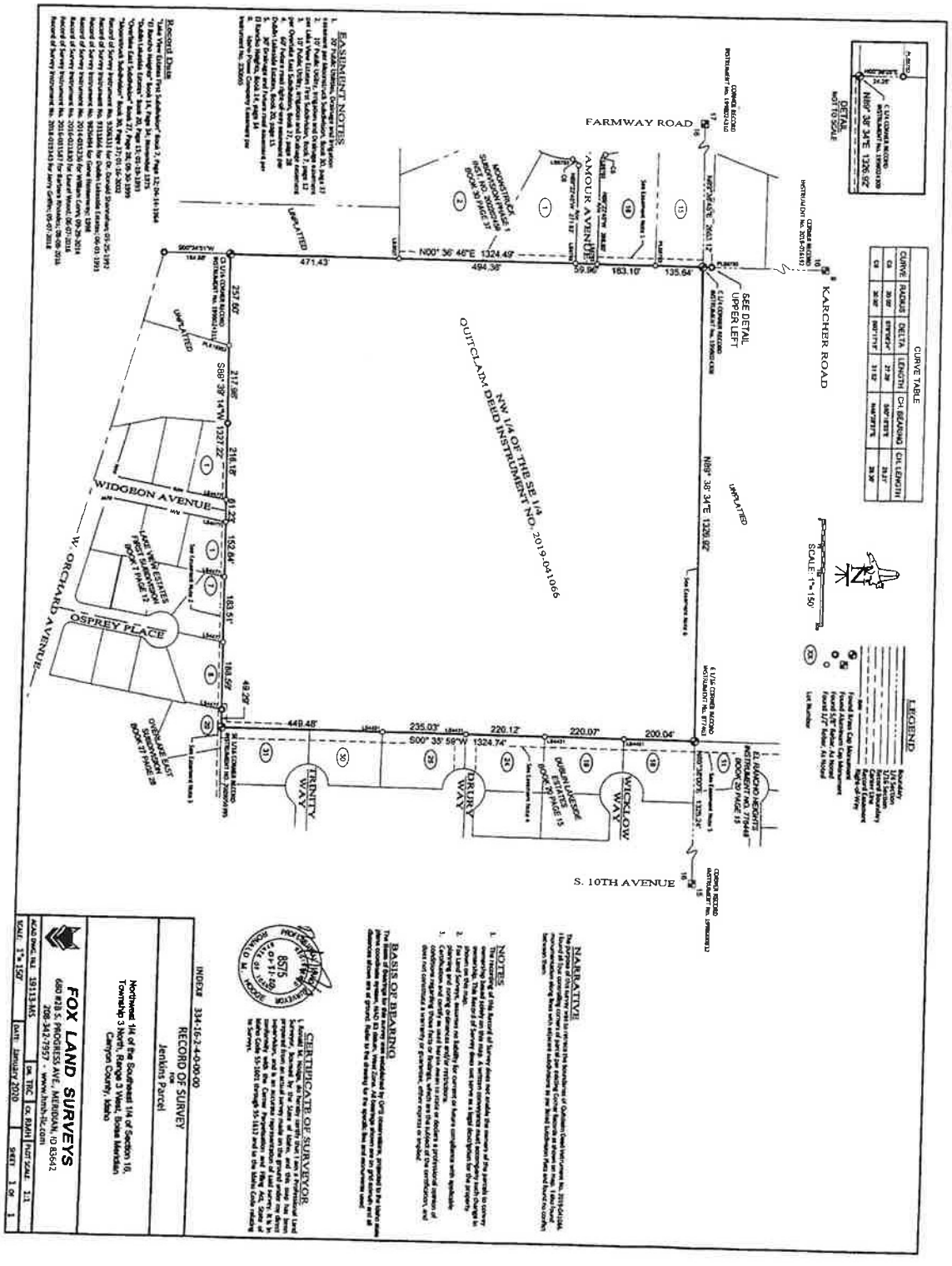

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1 of 15
Water Right POD: 63-9225
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GROUND WATER
SourceQualifier


CANYON LAKE ST
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ECLIPSE DR
LUNAR WAY
CUPID DR
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WIDGEON AVE
OSPREY P
VANITA CT
KIMBALL AVE
VISTA DR
FIESTA WAY
CASTLE WAY
S 10TH AVE
RURY LN
CIRRUS DR
KINGS ROW RD
GREENWING ST
10TH AVE CIR
COBALT SEA AVE
ORCHARD AVE

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CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=1 HCRETAL $5.00
SURVEY
FOX LAND SURVEYS



State of Idaho
Department of Water Resources

Water Right

63-9225

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.





0 0.03 0.06 0.11 0.17 0.22
Miles

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

N

Date created: 8/31/2020

OPERATING AGREEMENT
OF
WASTE SOLUTIONS LEASING, LLC

An Idaho Limited Liability Company

This OPERATING AGREEMENT (this "Agreement") is made and entered into effective August 29, 2012 (the "Effective Date"), by and among Waste Solutions Leasing, LLC (the "Company"), an Idaho Limited Liability Company, and the parties identified in Appendix A to this Agreement (the "Members").

SECTION 1
THE LIMITED LIABILITY COMPANY

1.1 Formation. As of the Effective Date, the Members formed an Idaho Limited liability company under the name Waste Solutions Leasing, LLC, on the terms and conditions set forth in this Agreement and pursuant to the Idaho Limited Liability Company Act (the "LLC Act"). The rights and obligations of the parties will be as provided in the LLC Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name Waste Solutions Leasing, LLC.

1.3 Purpose. The purpose of the Company will be to engage in any act or activity incidental to the Business (the "Business").

1.4 Offices. The Company will maintain its principal business office at PO Box 2124, Idaho Falls, Idaho 83403 and the registered office will be at PO Box 2124, Idaho Falls, Idaho 83403.

1.5 Registered Agent. Gary Fielding will be the Company's initial registered agent in Idaho and the registered office will be at PO Box 2124, Idaho Falls, Idaho 83403.

1.6 Term. The term of the Company will commence on the Effective Date and will continue until terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The names and addresses of the Members are set forth in Appendix A to this Agreement. Appendix A will be revised to reflect any issuance of additional Units (as defined in Section 2.2) by the Company and any transfer of Units in accordance with the provisions of this Agreement.

1.8 Approval of the Members. For purposes of this Agreement, "Approval of the Members" means approval by Members holding more than 50% of the issued outstanding Units.

1.9 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without prior Approval of the Members.

S PETERSON LAW, LLC
ESTATE & BUSINESS PLANNING

SECTION 2
CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. The value (and Gross Asset Value, as defined in Appendix D, of property contributed), nature, and timing of each Member's initial capital contribution to the Company are as set forth in Appendix B to this Agreement.

2.2 Units of Membership Interest. Except as otherwise provided in this Agreement, the interest of each Member in the capital and profits of the Company will be in the form of units of membership interest ("Units"). The Company is authorized to issue up to 100 Units. Initially, Units will be issued to the Members in exchange for the initial capital contributions described in Appendix B to this Agreement. No certificates will be issued to represent Units.

2.3 Initial Allocation of Units. The number of Units credited to each initial Member is as set forth in Appendix A to this Agreement.

2.4 Membership Percentages. Each Member's percentage interest in the Company (the "Membership Percentage") will be equal to the ratio, expressed as a percentage (rounded to the nearest one-hundredth of a percent), of the number of Units owned by the Member divided by the total number of issued and outstanding Units.

2.5 Additional Capital Contributions.

2.5.1 General. The Members intend that, to the maximum extent possible, Company obligations are to be paid from operating cash flows and from short-term or long-term Company borrowings (including, but not limited to, loans from Members as provided in Section 5.5 of this Agreement).

2.5.2 Capital Calls; Issuance of New Units. To the extent that cash flow from operations and Company borrowings are not sufficient to meet the obligations of the Company as they become due, the Manager, with the Approval of the Members, may make a "Capital Call" to require the Members to contribute additional capital to the Company by purchasing additional Units ("New Units") in the Company pro rata in proportion to each Member's then-existing Membership Percentage. The Manager will, in conjunction with declaring such a Capital Call, establish the purchase price of the New Units at a value that reasonably estimates the then-current fair market value of an issued and outstanding Unit, based on and reflecting the adjustment of the Gross Asset Value of all Company assets (as provided in paragraph (b)(i) of the definition of *Gross Asset Value* set forth in Appendix C to this Agreement) to reflect their respective fair market values.

2.5.3 Failure to Make Capital Call. If any Member (a "Defaulting Member") for any reason fails to make such Member's Capital Call contribution by purchasing the Member's pro rata share of New Units at the established purchase price, the other Members (the "Advancing Members") may advance funds (a "Default Advance") pro rata in proportion to their respective Membership Percentages as in effect on the date of the Capital Call, or as they otherwise may agree, for the account of the Defaulting Member.

2.5.4 Default Advance. A Default Advance will be a debt of the Defaulting Member due to the Advancing Members and will bear interest from the date made at the then applicable prime rate per

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ESTATE & BUSINESS PLANNING

annum, compounded monthly, and will be immediately due and payable to the Advancing Members, with interest, without further demand or notice. Notwithstanding any other provision of this Agreement, all amounts of cash otherwise distributable from the Company to the Defaulting Member will be charged against the Defaulting Member's Capital Account but will paid to the Advancing Members until all Default Advances, and all interest and costs of collection with respect to all Default Advances, have been repaid in full. Default Advances will be repaid in chronological order (namely, a Default Advance relating to a particular Capital Call will be repaid before any Default Advance relating to subsequent Capital Calls). With respect to a particular Default Advance, payments will be allocated among the Advancing Members pro rata in proportion to their respective Default Advance amounts. A Default Advance will be the personal obligation of the Defaulting Member to the Advancing Members and, if not repaid within 30 days of the date made, the Advancing Members may pursue any remedy at law or in equity for its repayment, or may proceed as provided in Section 2.5.5.

2.5.5 Elective Issuance of Additional New Units to Advancing Members. If a Defaulting Member has not repaid to the Advancing Members the entire amount of all Default Advances, plus interest and costs of collection, within 30 days of the date of the Default Advance, each Advancing Member will have the absolute right, exercisable at any time and in the Advancing Member's sole discretion, to require in writing that the Company issue to the Advancing Member a number of New Units representing the amount of the Advancing Member's pro rata share of the principal amount of the unpaid Default Advance (the "Remaining Default Amount"), based on the purchase price established by the Managers at the time of the Capital Call with respect to the Default Advance. If an Advancing Member is issued additional New Units as provided in this Section 2.5.5, the Remaining Default Amount due to that Advancing Member will be extinguished on completion of the issuance of the New Units to the Advancing Member; however, the Defaulting Member will remain obligated to the Advancing Member for any interest accrued and any collection costs incurred through the issuance date.

2.6 No Interest on Capital Contributions. Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

SECTION 3
ALLOCATION OF PROFITS AND LOSSES; PROVISIONS FOR DISTRIBUTIONS

3.1 Definitions. Capitalized terms used in this Section 3 have the meanings given in Appendix C.

3.2 Allocation of Profits and Losses. Subject to the special allocations and limitations set forth in Section 3.4 and Appendix D, the Profits and Losses of the Company for each Allocation Period will be allocated among the Members as follows:

3.2.1 Losses. Losses will be allocated among the Members as follows:

(a) Losses will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

(b) The Losses allocated pursuant to Section 3.2.1(a) may not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Allocation Period. If some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 3.2.1(a), the limitation set forth in this

S PETERSON LAW, LLC
ESTATE & BUSINESS PLANNING

section will be applied on a Member-by-Member basis so as to allocate the maximum permissible Losses to each Member under Treasury Regulation §1.704-1(b)(2)(ii)(d).

(c) All Losses in excess of the limitations set forth in Section 3.2.1(b) will be allocated to those Members (if any) that have a positive Capital Account Balance, and allocated among them pro rata in proportion to their respective positive Capital Account balances, and thereafter to all the Members in accordance with their interests in the Company as determined by the Manager in his or her reasonable discretion.

3.2.2 Profits. Profits will be allocated among the Members as follows:

(a) First, Profits will be allocated to each Member that previously has been allocated Losses pursuant to Section 3.2.1 that have not been fully offset by allocations of Profits pursuant to this section ("Unrecovered Losses") until the cumulative amount of Profits allocated to each such Member pursuant to this section is equal to the cumulative amount of Losses previously allocated to that Member. Profits allocated pursuant to this section will be allocated among such Members pro rata in proportion to their respective Unrecovered Losses.

(b) Next, all remaining Profits will be allocated to the Members pro rata in proportion to their respective Membership Percentages.

3.3 Distribution of Net Cash Flow.

3.3.1 General. Except as expressly provided in Section 3.3.2, and except for liquidating distributions in accordance Section 10, the Net Cash Flow of the Company, if any, will be distributed to the Members at such times and in such amounts as determined by the Manager, with the Approval of the Members. All distributions of Net Cash Flow will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

3.3.2 Tax Draws. The Manager may cause the Company to make quarterly distributions timed to coincide with the due dates for payments of federal income tax estimates in an amount equal to an estimate of the taxable income or gain as determined by the Manager for each fiscal year. Those distributions ("Tax Draws") will be allocated among the Members in the manner (determined or estimated by the Manager) that the Company's taxable income or gain will be allocated among the Members for the fiscal year. The Manager may adjust the percentage to be distributed as Tax Draws to reflect changes in the maximum marginal tax rates (but, in all cases, the percentage will be applied uniformly to all Members).

3.3 Special Allocations and Limitations. The Members intend that in general all allocations of Profits and Losses will be pro rata as described in Section 3.2. However, in order to comply with federal income tax regulations regarding the substantial economic effect of Company allocations, in the special circumstances described in such provisions, all allocations of Company Profits or Losses are subject to the special allocations and limitations described in Appendix D to this Agreement.

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3.5 Allocations for Income Tax (But Not Capital Account) Purposes.

3.5.1 Contributed Property. If a Member contributes property with an initial Gross Asset Value that differs from its adjusted basis for federal income tax purposes ("Adjusted Tax Basis") at the time of contribution, income, gain, loss, and deductions with respect to the property will, solely for federal income tax purposes, be allocated among the Members in accordance with Internal Revenue Code (IRC) §704(c)(1)(A) and Treasury Regulation §1.704-1(b)(2)(iv)(d) so as to take account of any variation between the Adjusted Tax Basis of the property to the Company and its Gross Asset Value at the time of contribution.

3.5.2 Revalued Property. If the Gross Asset Value of any Company asset is adjusted pursuant to the definition of *Gross Asset Value* (set forth in Appendix C to this Agreement), subsequent allocations of income, gain, loss, and deduction with respect to that asset will, solely for federal income tax purposes, take account of any variation between the Adjusted Tax Basis of the asset and its Gross Asset Value in the same manner as under IRC §704(c) and the Treasury Regulations under IRC §704(c).

3.5.3 Allocation Methods. Any elections or other decisions relating to allocations pursuant to subsection (a) or (b) of Section 3.5 will be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement.

3.5.4 Distributions of Contributed Property.

(a) Pursuant to IRC §704(c)(1)(B), if any contributed property is distributed by the Company to any Member other than to the contributing Member within seven years of being contributed, then, except as provided in IRC §704(c)(2), the contributing Member will, solely for federal income tax purposes, be treated as recognizing gain or loss from the sale of that property in an amount equal to the gain or loss that would have been allocated to that Member under IRC §704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

(b) If the Company makes any distribution of property (other than money) to a Member within seven years after that Member contributed property (other than money) to the Company, the Member will, solely for federal income tax purposes, be treated as recognizing gain in an amount equal to the lesser of:

(i) the excess (if any) of the fair market value of the property (other than money) received in the distribution over the adjusted basis of the Member's membership interest immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution; or

(ii) the Member's Net Precontribution Gain (as defined in IRC §737(b)). The Net Precontribution Gain means the net gain (if any) that would have been recognized by the distributee Member under IRC §704(c)(1)(B) if all property that had been contributed to the Company within seven years of the distribution, and was held by the Company immediately before the distribution, had been distributed by the Company to another Member. If any portion of the property distributed consists of property that had been contributed by the distributee Member to the Company, then that property will not be taken into

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account under Section 3.5.4(b) and will not be taken into account in determining the amount of the Net Precontribution Gain. If the property distributed consists of an interest in an entity, the preceding sentence will not apply to the extent that the value of the interest is attributable to the property contributed to the entity after the interest had been contributed to the Company.

3.5.5 Recapture. All recapture of income tax deductions resulting from the sale or disposition of Company property will be allocated to the Members to whom the deduction that gave rise to such recapture was allocated under this Agreement to the extent that such Member is allocated any gain from the sale or other disposition of that property.

3.5.6 Effect of Tax Allocations. Allocations pursuant to Section 3.5 are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, or distributions pursuant to any provision of this Agreement.

3.6 No Right to Demand Return of Capital. No Member will have any right to any distribution except as expressly provided in this Agreement. No Member will have any drawing account in the Company.

3.7 Transfer of Units by Member During Fiscal Year. If, after compliance with the requirements of Section 8, any Member during any fiscal year of the Company transfers any Units by sale, exchange, transfer, assignment, gift, death, or operation of law, or in any other manner, the Profits or Losses of the Company allocable to the transferred Units will be prorated between the transferor and the transferee in accordance with the number of days during the fiscal year that each party owned the Units; but the Profits or Losses realized by the Company from an insurance recovery or a condemnation award will be allocated to the owner of the Units on the date of the transaction.

SECTION 4
MANAGEMENT OF COMPANY; POWERS AND DUTIES OF MANAGER

4.1 Management of Company Business. The Company is a manager-managed limited liability company. The management and control of the Company and its business and affairs will be vested exclusively in the manager or managers of the Company (the "Manager"). The Manager may be, but need not be, a Member. The initial Manager is Gary Fielding. The Manager will have all the rights and powers that may be possessed by a manager in a manager-managed limited liability company pursuant to the LLC Act and such rights and powers as are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Manager's duties under this Agreement and to the management of the Business and affairs of the Company. Without limiting the generality of the foregoing, but subject to the limitations of Section 4.2, the Manager will have the following rights and powers (which he or she may exercise at the cost, expense, and risk of the Company):

4.1.1 To expend the funds of the Company in furtherance of the Company's Business.

4.1.2 To perform all acts necessary to manage and operate the Company's Business and properties, including engaging any person or persons that the Manager deems advisable for such purposes.

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4.1.3 To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Manager to carry out the Business of the Company, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part of its assets, whether held in the Company's name, the Manager's name, or otherwise. No other signature or signatures will be required.

4.1.4 To borrow or raise money on behalf of the Company in the Company's name or in the name of the Manager for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of indebtedness by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights.

4.2 Limitations on Authority of the Manager. Without first obtaining the Approval of the Members, no Manager will have the authority to:

4.2.1 Amend the Company's Articles of Organization or this Agreement;

4.2.2 Sell or otherwise dispose of any assets owned by the Company other than in the ordinary course of business;

4.2.3 Dissolve the Company;

4.2.4 Merge the Company with another entity or convert the Company into a different type of entity;

4.2.5 Admit a new Manager or Member; or

4.2.6 Borrow money or otherwise incur indebtedness in the Company's name in excess of $5,000 in a single transaction or in a series of related transactions.

4.3 Successor Manager; Multiple Managers. If a Manager or any successor or additional Manager dies, resigns, or is removed as Manager, or is determined to be incompetent, the Members may elect a successor Manager by Approval of the Members. The Members, by Approval of the Members, may at any time or from time to time elect one or more additional Managers. Any successor or additional Manager will have the same powers, authority, and rights as provided for the Manager under this Agreement and the LLC Act. At any time when there are two or more Managers:

4.3.1 References in this Agreement to the Manager will be deemed to include all the Managers;

4.3.2 Actions by the Managers will require the approval of a majority of the then-acting Managers; and

4.3.3 Any Manager individually may execute on behalf of the Company any document authorized or approved by the Managers as provided in this Section and by the Members to the extent that authorization or approval is required pursuant to Section 4.2 of this Agreement.

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4.4 Duties of the Manager. The Manager will manage and control the Company's Business and affairs to the best of his or her ability and will use his or her best efforts to carry out the Business of the Company. The Manager will devote such time to the Business and affairs of the Company as is reasonable, necessary, or appropriate. Whenever reasonably requested by any Member, the Manager will render a full and complete accounting of all dealings and transactions relating to the Business of the Company. The Manager will have a fiduciary responsibility for safekeeping and using all funds and assets of the Company, whether or not in his or her immediate possession or control, and the Manager will not employ or permit another to employ such funds or assets in any manner except for the exclusive benefit of the Company.

4.5 Limitation on Liability of the Manager to the Company or the Members. Subject to the restrictions set forth in Section 4.7, the Manager will have no liability to the Company or to any Member for any loss suffered by the Company or any Member that arises out of any action or inaction of the Manager as long as the Manager's conduct was in good faith and the Manager reasonably believed that his or her conduct was in the best interests of the Company.

4.6 Indemnification of the Manager. Subject to the restrictions of Section 4.7, the Company will indemnify the Manager against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Manager in connection with the Company, as long as the Manager's conduct was in good faith and the Manager reasonably believed that his or her conduct was in the best interests of the Company. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Members will not have any personal liability on account of any such indemnification.

4.7 Restrictions. The Manager will not be relieved of liability pursuant to Section 4.5 and will not be entitled to indemnification pursuant to Section 4.6 for:

4.7.1 Any breach of the Manager's duty of loyalty to the Company or its Members;

4.7.2 Any acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;

4.7.3 Any unlawful distribution to Members in violation of applicable law; or

4.7.4 Any transaction from which the Manager derives an improper personal benefit.

4.8 Removal of a Manager. The Members may, by Approval of the Members, remove or replace any Manager or substitute another Manager for any Manager at any time and for any reason or for no reason.

SECTION 5
PROVISIONS APPLICABLE TO ALL MEMBERS

5.1 Dealing with the Company. The Members, the Manager, and affiliates of the Members or the Manager may deal with the Company by providing or receiving property and services to or from the Company, and may receive from others or the Company normal profits, compensation, commissions, or other income incident to those dealings as long as any such transaction is approved in advance by the Manager or, for dealings with the Manager, by Approval of the Members.

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5.2 Limitations on Powers of the Members. Except as otherwise expressly stated in this Agreement, no Member who is not also a Manager will:

5.2.1 Be permitted to take an active part in the control of the business or affairs of the Company;

5.2.2 Have any direct voice in the management or operation of the Company; or

5.2.3 Have any authority or power in the capacity of a Member to act as an agent for or on behalf of the Company to do any act that would be binding on the Company or to incur any expenditures with respect to the Company or its property.

5.3 Liability of the Members and Manager. Except to the limited extent provided in the LLC Act, no Member or Manager will have any personal liability for any Company obligation, expense, or liability.

5.4 Other Business. Nothing in this Agreement will be deemed to restrict in any way the freedom of any Member or Manager to conduct any other business or activity, even if that business or activity competes with the Business of the Company. The Members mutually agree that neither of the following activities will constitute a breach of a Member's or a Manager's duty of loyalty to the Company and the Members:

5.4.1 Competing with the Company in the course of the Business; or

5.4.2 Entering into or engaging in, for a Member's or a Manager's own account, an investment, business, transaction, or activity that is similar to the investments, businesses, transactions, or activities of the Company (a "Similar Activity") without first offering the Company or the other Members an opportunity to participate in the Similar Activity or having any obligation to account to the Company or the other Members for the Similar Activity or the profits from the Similar Activity.

5.5 Loans. Any Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements. Any such loans will bear interest at a reasonable rate to be determined by the Manager.

SECTION 6
COMPENSATION AND REIMBURSEMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with the organization of the Company will be paid by the Company.

6.2 Other Company Expenses. The Manager will charge the Company for his or her actual out-of-pocket expenses incurred in connection with the Company's Business. Any amounts paid by the Manager to satisfy obligations of the Company will be treated as loans to the Company.

6.3 Compensation. The Manager will be paid such reasonable compensation as is specifically authorized by the Approval of the Members.

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SECTION 7
BOOKS OF ACCOUNT; ACCOUNTING REPORTS; TAX RETURNS; FISCAL YEAR; BANKING

7.1 Books of Account. The Company's books and records, a register showing the names of the Members and the respective interests held by each Member, and this Agreement will be maintained at the Company's principal place of business or registered office of the Company. Each Member will have access to those books and records at all reasonable times. The Manager will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's Business and for carrying out this Agreement.

7.2 Accounting Reports. Within 120 days after the end of each fiscal year of the Company, each Member will be furnished with copies of internally prepared financial statements of the Company.

7.3 Tax Returns. The Manager will cause to be prepared and timely filed with the appropriate authorities as necessary all federal and state income tax returns for the Company. Within 105 days after the end of each taxable year, or within a lesser time if prescribed by the Internal Revenue Service, each Member will be furnished with a statement that the Member may use in preparing his or her income tax returns, showing the amounts of any distributions, gains, profits, losses, or credits allocated to or against the Member during the fiscal year.

7.4 Method of Accounting. The Company will use the method of accounting for financial reporting and tax purposes selected by the Manager after consulting with the Company's accountants.

7.5 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company will be the calendar year.

7.6 Capital Accounts.

7.6.1 General. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with the following provisions:

(a) Each Member's Capital Account will be increased by the following items:

(i) the amount of money and the Gross Asset Value (as defined in Appendix C to this Agreement) of property contributed by the Member to the Company (net of liabilities secured by such contributed property that the Company assumes or is considered to assume or take subject to under IRC §752); and

(ii) the Member's distributive share of Profits and any items in the nature of income or gain that are specially allocated to the Member pursuant to paragraph 2, 3, 4, or 5 of Appendix D to this Agreement.

(b) Each Member's Capital Account will be decreased by the following items:

(i) the amount of money and the Gross Asset Value of any Company asset (net of liabilities secured by such distributed property that the Member

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assumes or is considered to assume or take subject to under IRC §752) distributed to the Member pursuant to any provision of this Agreement; and

(ii) the Member's distributive share of Losses and any items in the nature of expenses or losses that are specially allocated to the Member pursuant to paragraph 2, 3, 4, or 5 of Appendix D to this Agreement;

(c) If all or a portion of a Member's Units in the Company are transferred in accordance with the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent that it relates to the transferred Units.

7.6.2 Compliance with Treasury Regulations. The provisions of Section 7.6 and the other provisions of this Agreement (including its appendixes) relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation §1.704-1(b), and will be interpreted and applied in a manner consistent with that regulation. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits to Capital Accounts (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or a Member), are computed in order to comply with the Treasury Regulation, the Manager may make that modification as long as the modification is not likely to have a material effect on the amounts distributed to any Member pursuant to Section 10 of this Agreement on the dissolution of the Company. The Manager also may (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulation §1.704-1(b)(2)(iv)(q), and (b) make any appropriate modifications if unanticipated events might otherwise cause this Agreement to fail to comply with Treasury Regulation §1.704-1(b).

7.6.3 Adjustment to the Members' Capital Accounts. Pursuant to the deviations of "Gross Asset Value' and "Profits and Losses", Capital Account adjustments shall be made in connection with the subsequent admission of a new Member to ensure that unrealized appreciation in the value of Company's assets when the new Member is admitted will accrue to the Members who were in the Company prior to the admission of the new Member.

7.6.4 No Deficit Restoration Obligation. Except as otherwise expressly required in the LLC Act, no Member will have any liability to restore all or any portion of a deficit balance in the Member's Capital Account.

7.7 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association as determined by the Manager. Those funds may be withdrawn from the account or accounts on the signature of any person or persons designated by the Manager.

7.8 Tax Matters Partner. The Manager, or any Manager selected by a vote of the Managers when there are two or more Managers, as long as the Manager so selected is also a Member, is designated the Company's Tax Matters Partner (TMP) as defined in IRC §6231(a)(7). (If no Manager is also a Member, the Manager will designate a Member to be the TMP in the manner described in Treasury Regulation §301.6231(a)(7)-2(b)(3).) The TMP and the other Members will use their reasonable efforts to comply with the responsibilities outlined in IRC §§6221–6234 (including any Treasury Regulations promulgated under those sections), and in doing so will incur no liability to any other Member.

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SECTION 8
TRANSFER OF MEMBERSHIP INTEREST

8.1 General Restriction. Except as expressly set forth in this Agreement, no Member will have the right to sell, assign, transfer, pledge, mortgage, or otherwise dispose or encumber ("Transfer") all or any portion of the Units held by the Member and no assignee or other person may become a Member of the Company without the majority approval of the Members. Any Member may withhold such approval in the Member's sole and absolute discretion. Any purported Transfer in violation of this Agreement will be null and void.

8.2 Right of First Refusal.

8.2.1 Transfer Notice. If a Member proposes to Transfer Units to a person who is not already a Member, the Member (the "Transferring Member") must first give a written notice (a "Transfer Notice") to the other Members setting forth:

(a) The name of the proposed transferee (the "Transferee");

(b) The number of Units proposed to be Transferred (the "Transfer Units"); and

(c) The purchase price and payment terms for the proposed Transfer (the "Transfer Terms").

8.2.2 Transfer Option. For a period of 365 days after actual receipt of a Transfer Notice (the "Option Period"), the other Members will have the option (the "Transfer Option"), but not the obligation, to purchase all or any portion of the Transfer Units for the Transfer Terms; however, if the Transfer Terms provide for a gift or consideration other than cash, the price and payment terms with respect to the Transfer Option will be as provided in Section 8.8.

8.2.3 Sale. If a Member does not exercise the Transfer Option during the Option Period, the Transferring Member may complete the proposed Transfer described in the Transfer Notice as long as:

(a) The Transfer is for the same Transfer Units, the same Transferee, and the same Transfer Terms as described in the Transfer Notice;

(b) The Transfer is completed within 30 days after the expiration of the Option Period; and

(c) The Transferee signs a counterpart of and agrees to be bound by this Agreement.

Otherwise, the Transferring Member must again comply with the provisions of Section 8 before Transferring any Units. Such a Transfer will be subject to Section 8.6.

8.3 Death of a Member. On the death of any Member, the Units held by the deceased Member may be Transferred in accordance with the deceased Member's will or trust or in accordance with the applicable laws of succession.

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8.4 Divorce of a Member. If, as a result of or in connection with the divorce or separation of any Member, all or any portion of the Units held by the Member would otherwise be Transferred (whether by agreement or pursuant to a court decree or order) to the spouse of the Member (and the spouse is not also a Member), the Company will have the option to purchase the Units that would otherwise be Transferred to the spouse for the price and pursuant to the payment terms described in Section 8.8. This option may be exercised by the Company at any time within 60 days after the Company receives actual knowledge of the proposed Transfer. The Company may assign this option to one or more of the other Members. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the Units may be Transferred to the spouse, subject to the provisions of Section 8.6.

8.5 Other Involuntary Transfer. If, as a result of or in connection with the bankruptcy or similar insolvency proceeding against any Member or any proceeding by or on behalf of a creditor of any Member, all or any portion of the Units held by the Member would otherwise be involuntarily Transferred to a third party who is not already a Member, the Company will have the option to purchase the Units that would otherwise be Transferred to the third party for the price and pursuant to the payment terms described in Section 8.8. This option may be exercised by the Company at any time within 60 days after the Company receives actual knowledge of the proposed Transfer. The Company may assign this option to one or more of the other Members. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the Units may be retained by the third-party transferee subject to the provisions of Section 8.6.

8.6 Effect of Transfer. A transferee of Units pursuant to Section 8.2.3, 8.3, 8.4, or 8.5, when the Transfer occurs because neither the Company nor any Member exercised the option described in those sections, will be treated as an assignee of the economic rights entitled to the capital and profits interest represented by the Transferred Units. However, such transferee will not have voting rights or any other rights of a Member under the LLC Act or this Agreement unless the transferee is admitted to the Company as a substitute Member. The transferee (or transferees) may become a Substituted Member or Members with respect to the Transferred Units only on:

8.6.1 Approval of the Members as provided in Section 8.1; and

8.6.2 Execution of a counterpart of this Agreement, as amended through the date of the Transfer, pursuant to which the transferee (or transferees) agrees to be bound by the terms and conditions of this Agreement.

8.6.3 Whether or not the transferee (or transferees) is admitted as a Substituted Member, the Transferred Units will remain subject to all the provisions of this Agreement, including the restrictions in Section 8.

8.7 Voluntary Withdrawal. If a Member voluntarily withdraws as a Member pursuant to Section 9, the Company will have the option to purchase that Member's Units for the price and pursuant to the payment terms described in Section 8.8. Absent Approval of the Members, a voluntary withdrawal shall require 365 days' written notice to the other Members, which term shall be considered the Option Period for purposes of this Section. This option may be exercised by the Company at any time during the Option Period. The Company may assign this option to one or more of the other Members.

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8.8 Purchase Price and Payment.

8.8.1 Purchase Price. On exercise by the Company or the Member or Members, as the case may be, of an option pursuant to Section 8.2.2, 8.3, 8.4, 8.5, or 8.7, the purchase price for the Units being purchased will be the fair market value of the Units (the "Fair Market Value"). The Fair Market Value will be determined by valuing the Units owned by the Member based on the fair market value of the Company's assets and the amount the Member would have received had the assets of the Company been sold at that time for an amount equal to such fair market value and the proceeds (after the Members' Capital Accounts were adjusted to reflect the Profits or Losses that would have been recognized by the Company from such a hypothetical sale, and after payment of all Company obligations) were distributed in the manner contemplated in Section 10. For this purpose, the determination of the Fair Market Value will not reflect any discount for the sale of a minority interest in the Company or the lack of marketability of the interest. The Fair Market Value of the Units to be purchased will be determined by agreement between the Company and the Member (or the Member's representative), based on the foregoing description of Fair Market Value. If the Company and the Member (or the Member's representative) cannot agree on the Fair Market Value within 30 days, the Fair Market Value will be determined by a third-party appraiser acceptable to both the Company and the Member (or the Member's representative). That appraisal amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the appraiser will be shared by the Company and the Member.

8.8.2 Payment. The purchase price determined under Section 8.8.1 will be payable, together with interest at the then applicable prime rate in 120 substantially equal monthly installments of principal and interest commencing not later than 60 days after the date of exercise, or on such other terms as the parties may mutually agree. The purchaser will have the right, but not the obligation, to prepay the purchase price at any time. The deferred purchase obligation will be an unsecured obligation of the Company or the purchasing Member or Members.

SECTION 9
RIGHTS UPON VOLUNTARY WITHDRAWAL

Any Member may voluntarily withdraw as a Member on 365 days' prior written notice to the Company and other Members. Upon such notice of a withdrawal by a Member (the "Withdrawing Member"), the Company will treat the Withdrawing Member as an assignee of the economic rights and benefits of the Units of the Withdrawing Member, but the Withdrawing Member will cease to have any voting or other rights under this Agreement with respect to those Units.

SECTION 10
DISSOLUTION AND WINDING UP OF THE COMPANY

10.1 Dissolution. The Company will be dissolved on the occurrence of any of the following events:

10.1.1 The Approval of the Members; or

10.1.2 Otherwise by operation of law.

10.2 Winding Up. On the dissolution of the Company, the Manager (or, if there is no Manager at that time, a successor Manager or other liquidator appointed by Approval of the Members) will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is

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consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed in the following order, after any Profits or Losses realized in connection with the liquidation have been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect that allocation and all other transactions through the date of distribution:

10.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities, including those owed to Members; and

10.2.2 To Members in the amount of their respective adjusted positive Capital Account balances on the date of distribution.

10.3 Distribution in-Kind.

10.3.1 General. If practicable, and if consented to by Approval of the Members, in lieu of liquidating all or some of the assets of the Company the Manager may distribute some or all of the assets of the Company to the Members in-kind and, to facilitate the distribution, may create tenancies in common or other concurrent ownership interests in Company properties. If tenancies in common or other concurrent ownership interests are created, the Members mutually agree to waive any and all rights of partition with respect to the tenancies or interests. Company assets to be distributed in-kind on dissolution of Company will be distributed to the Members in accordance with Sections 10.2 and 10.3.2.

10.3.2 Deemed Liquidation Profits or Losses. If Company assets are to be distributed in-kind on the liquidation and winding up of the Company, the Manager will adjust, subject to Approval of the Members, the Gross Asset Value of the Company's assets to be distributed to reflect their fair market value as of the date of distribution, and the Members' respective Capital Accounts will be adjusted to reflect the manner in which the deemed Profits or Losses that would have been recognized by the Company if the assets were sold for such Gross Asset Values would have been allocated under Section 3.2. After such adjustments, all Company assets, including the assets to be distributed in-kind and the proceeds of assets sold in liquidation, will be distributed pursuant to Section 10.2 in accordance with the Members' adjusted Capital Accounts (with reference to the Gross Asset Values assigned to those unsold properties).

10.4 Completion of Winding Up. On completion of the winding up, liquidation, and distribution of assets as provided in Section 10, the Company will be deemed terminated. The Manager will comply with any filings or other applicable requirements under the LLC Act with respect to winding up the affairs of and dissolution of the Company.

SECTION 11
REPRESENTATIONS BY COUNSEL

This Agreement was prepared by S Peterson Law, LLC, representing the LLC in this matter. Each Member specifically consents to the representation by such law firm and waives any and all actual, potential, or perceived conflicts relating to such representation. Each Member further agrees that, if such law firm possesses any secrets or confidential information relating to such Member's activities in Waste Solutions Leasing, LLC, the Member waives the attorney/client confidentiality regarding said confidences and secrets. Each Member acknowledges that such Member has been advised of these facts and has the right to and is encouraged to seek independent legal counsel of such Member's choice regarding such

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Member's rights and obligations, individually and as Trustees, under this Agreement. Each Member acknowledges each Member's right to negotiate the terms of this Agreement and agrees that, although this Agreement was drafted by attorneys for Waste Solutions Leasing, LLC, it shall not be interpreted or construed against any party. The Members further acknowledge that S Peterson Law, LLC has made no representations concerning the tax consequences of the Agreement; however, each Member has been advised of the following: (1) this Agreement may have tax consequences; (2) each Member should seek the advice of independent tax counsel; and (3) S Peterson Law, LLC acknowledges that each Member has had the opportunity to seek the advice of independent tax counsel.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

12.2 Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties, which consent will not be unreasonably withheld.

12.3 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

12.4 Notices. All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the addresses on the attached Exhibit A, or at such other address as a party may designate by like notice to the other parties. Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 3rd day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

12.5 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

12.6 Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation.*

12.7 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

12.8 Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

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12.9 Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

12.10 Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

12.11 Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear the party's own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement.

12.12 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

12.13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Idaho, without regard to conflict-of-laws principles.

12.14 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

12.15 Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

12.16 Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the parties in Ada County Circuit Court of the State of Idaho or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Idaho, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

12.17 Exhibits. The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

12.18 Severability. If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

12.19 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject

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matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

The parties enter into this Agreement as of the date first written above.

Waste Solutions Leasing, LLC

By: */s/ Gary Fielding,*
Gay Fielding, Manager/Member

APPENDIX A

SCHEDULE OF NAMES, ADDRESSES, AND INITIAL UNITS OF EACH INITIAL MEMBER FOR SECTION 1.7 OF THE AGREEMENT

Member's Name	Address	Initial Units
Gary Fielding	PO Box 2124 Idaho Falls, Idaho 83403	100

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APPENDIX B

INITIAL CAPITAL CONTRIBUTION
FOR SECTION 2.1 OF THE AGREEMENT

Member's Name	Capital Contribution	Gross Asset Value of Contributed Property (and Any Related Liabilities)
Gary Fielding		

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APPENDIX C

DEFINITIONS FOR SECTION 3 OF THE AGREEMENT

(1) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account as of the end of any Allocation Period, after giving effect to the following adjustments:

(a) Credit to the Capital Account any amounts that the Member is deemed to be obligated to restore pursuant to the penultimate sentences in Treasury Regulations §§1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to the Capital Account any Adjustment Items.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with Treasury Regulation §1.704-1(b)(2)(ii)(d) and will be interpreted consistently with that regulation.

(2) "Adjustment Items" means the adjustments, allocations, and distributions described in Treasury Regulation §1.704-1(b)(2)(ii)(d)(4)–(6).

(3) "Allocation Period" means a fiscal year of the Company or other fiscal period for which the Company allocates Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to Section 3 of the Agreement.

(4) "Capital Account" means the account maintained for each Member pursuant to Section 7.6 of the Agreement.

(5) "Company Minimum Gain" means the amount of gain, if any, as of any date that would be recognized by the Company for federal income tax purposes, as if it disposed of property in a taxable transaction on that date in full satisfaction of any nonrecourse liability secured by the property, computed in accordance with Treasury Regulation §1.704-2(d)(1).

(6) "Depreciation" means, for each Allocation Period, an amount equal to the depreciation, amortization, or other cost-recovery deduction allowable for federal income tax purposes with respect to an asset for that Allocation Period, but if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the Allocation Period, Depreciation means an amount that bears the same ratio to the beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost-recovery deduction for the Allocation Period bears to the beginning adjusted tax basis; however, if the adjusted basis for federal income tax purposes of an asset at the beginning of the Allocation Period is zero, Depreciation will be determined with reference to the beginning Gross Asset Value using any reasonable method selected by the Manager.

(7) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of that asset, as determined by the contributing Member and the Manager, provided, however, that (i) the initial Gross Asset Values of the assets contributed to the Company pursuant to Section 2.1 will be as set forth in Appendix B to this Agreement, and (ii) if the contributing Member is a Manager, the determination of the fair market value of a contributed asset will require Approval of the Members;

(b) The Gross Asset Values of all Company assets will be adjusted to equal their respective gross fair market values, as reasonably determined by the Manager, as of the following times:

(i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution or money or property;

(ii) the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member (acting in a Member capacity) or by a new Member (acting in a Member capacity or in anticipation of being a Member);

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(iii) the distribution by the Company to a Member of more than a de minimis amount of money or property as consideration for all or a portion of a membership interest in the Company; and

(iv) the liquidation of the Company within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g).

However, adjustments pursuant to clauses (i) through (iii) above will be made only if the Manager reasonably determines that the adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Member will be adjusted to equal the gross fair market value of the asset on the date of distribution (taking into account the requirements of IRC §7701(g), dealing with clarification of the fair market value of property that is subject to nonrecourse indebtedness) as determined by the distributee and the Manager, provided, however, that if the distributee is a Manager, the determination of the fair market value of the distributed asset will require Approval of the Members; and

(d) The Gross Asset Values of Company assets will be increased (or decreased) to reflect any adjustments to the adjusted basis of the assets pursuant to IRC §734(b) or §743(b), but only to the extent that those adjustments are required to be taken into account in determining Capital Accounts pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(m); however, the Gross Asset Values will not be adjusted pursuant to this paragraph (d) of this definition to the extent that the Manager reasonably determines that an adjustment pursuant to paragraph (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (b), or (d) of this definition, the Gross Asset Value will thereafter be adjusted by Depreciation taken into account with respect to the asset for purposes of computing Profits or Losses.

(8) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(9) "Member Nonrecourse Debt" has the same meaning as "partner nonrecourse debt" set forth in Treasury Regulation §1.704-2(b)(4).

(10) "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if that Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined pursuant to Treasury Regulation §1.704-2(i)(2)–(3).

(11) "Member Nonrecourse Deductions" has the same meaning as "partner nonrecourse deductions" set forth in Treasury Regulation §1.704-2(i)(2). The amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Company Allocation Period equals the excess, if any, of (a) the net increase, if any, in the amount of the Company Minimum Gain attributable to such Member Nonrecourse Debt during the Allocation Period over (b) the aggregate amount of any distribution during the Allocation Period to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent that the distributions are from proceeds of the Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt, determined pursuant to Treasury Regulation §1.704-2(i).

(12) "Net Cash Flow" means, for any given fiscal period of the Company, the amount by which (a) the gross cash receipts received by the Company during that fiscal period exceed (b) the sum, without duplication, of (i) all cash operating expenses of the Company during that fiscal period, (ii) debt service payments made during that fiscal period on all indebtedness of the Company, (iii) payments made during that fiscal period on account of the maintenance, leasing, repair, replacement, or improvement of property of the Company, and (iv) all amounts allocated during that fiscal period, in the reasonable judgment of the Manager, to reserves established to meet the reasonable needs of the

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business, including working capital and capital improvement requirements and for reserves for unknown or unfixed liabilities or contingencies of the Company.

(13) "Nonrecourse Deductions" has the meaning set forth in Treasury Regulation §1.704-2(c). The amount of Nonrecourse Deduction for a Company Allocation Period equals the excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that Allocation Period over the aggregate amount of any distributions during that Allocation Period of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined pursuant to Treasury Regulation §1.704-2(c).

(14) "Nonrecourse Liability" has the meaning set forth in Treasury Regulation §1.704-2(b)(3).

(15) "Profits" and "Losses" means, for each Allocation Period, an amount equal to the Company's taxable income or loss for such Allocation Period, determined in accordance with IRC §703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to IRC §703(a)(1) will be included in taxable income or loss), with the following adjustments (without duplication):

(a) Any income of the Company that is exempt from federal income taxation and that is not otherwise taken into account in computing Profits or Losses pursuant to this definition will be added to the taxable income or loss;

(b) Any expenditures of the Company described in IRC §705(a)(2)(B) or treated as IRC §705(a)(2)(B) expenditures pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(i), and that are not otherwise taken into account in computing Profits or Losses pursuant to this definition will be subtracted from the taxable income or loss;

(c) If the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or (c) of the definition of Gross Asset Value, the amount of that adjustment will be taken into account as gain or loss from the disposition of the asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the Gross Asset Value of the asset disposed of by the Company, notwithstanding that the adjusted tax basis of the asset differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost-recovery deductions taken into account in computing the taxable income or loss, Depreciation will be taken into account for the Allocation Period, computed as provided in the definition of Depreciation;

(f) To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to IRC §734(b) is required, pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's interest in the Company, the amount of that adjustment will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and will be taken into account for purposes of computing Profits or Losses; and

(g) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Appendix D of this Agreement will not be taken into account in computing Profits or Losses.

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APPENDIX D

SPECIAL ALLOCATIONS AND LIMITATIONS FOR SECTION 3.4 OF THE AGREEMENT

(1) *Company Minimum Gain Chargeback.* Except as otherwise provided in Treasury Regulation §1.704-2(f), notwithstanding any other provision of Section 3 of the Agreement or this Appendix, if there is a net decrease in Company Minimum Gain during any Company Allocation Period, each Member will be specially allocated items of Company income and gain for the Allocation Period (and, if necessary, subsequent Allocation Periods) in an amount equal to each Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation §1.704-2(g)(2). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant to the previous sentence. The items to be so allocated will be determined in accordance with subsections (f)(6) and (j)(2) of Treasury Regulation §1.704-2(f)(6). This paragraph is intended to comply with, and will be interpreted consistently with, the "minimum gain chargeback" provisions of Treasury Regulation §1.704-2(f).

(2) *Member Nonrecourse Debt Minimum Gain Chargeback.* Except as otherwise provided in Treasury Regulation §1.704-2(i)(4), notwithstanding any other provision of Section 3 of the Agreement or this Appendix D, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulation §1.704-2(i)(5), will be specially allocated items of Company income and gain for such Allocation Period (and, if necessary, subsequent Allocation Periods) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treasury Regulation §1.704-2(i)(4). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant to the previous sentence. The items to be so allocated will be determined in accordance with subsections (i)(4) and (j)(2) of Treasury Regulation §1.704-2(i)(4). This paragraph is intended to comply with, and will be interpreted consistently with, the partner nonrecourse debt minimum gain chargeback provisions of Treasury Regulation §1.704-2(i)(4).

(3) *Qualified Income Offset.* If any Member unexpectedly receives an Adjustment Item for any Allocation Period that results in an Adjusted Capital Account Deficit for that Member, items of Company income and gain will be specially allocated to that Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit created by such Adjustment Item as quickly as possible, but an allocation pursuant to this will be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in Section 3 of the Agreement and this Appendix D have been tentatively made as if this paragraph were not in the Agreement. This Paragraph is intended to comply with, and will be interpreted consistently with, the "qualified income offset" requirements of Treasury Regulation §1.704-1(b)(2)(ii)(d).

(4) *Gross Income Allocation.* If any Member has a deficit Capital Account at the end of any Allocation Period that is in excess of the sum of (a) the amount that such Member is obligated to restore pursuant to the penultimate sentences of subsections (g)(1) and (i)(5) of Treasury Regulation §1.704-2(g)(1), each such Member will be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, but an allocation pursuant to this paragraph will be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in Section 3 of the Agreement and this Appendix have been made as if Paragraphs (3) and (4) of this Appendix were not in the Agreement.

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(5) *Nonrecourse Deductions.* Nonrecourse Deductions for any Allocation Period will be specially allocated to the Members in proportion to their respective Membership Percentages.

(6) *Member Nonrecourse Deductions.* Any Member Nonrecourse Deductions for any Allocation Period will be specially allocated to the Member or Members who bear the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation §1.704-2(i)(1).

(7) *IRC §754 Adjustments.* To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to IRC §734(b) or §743(b) is required, pursuant to subsection (2) or (4) of Treasury Regulation §1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of that Member's interest in the Company, the amount of such adjustment to Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss will be specially allocated to the Members in accordance with their interests in the Company if Treasury Regulation §1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made if Treasury Regulation §1.704-1(b)(2)(iv)(m)(4) applies.

(8) *Allocations Relating to Taxable Issuance of Company Units.* Any income, gain, loss, or deduction realized as a direct or an indirect result of the issuance of Units by the Company to a Member (the "Issuance Items") will be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, will be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

(9) *Curative Allocations.* The allocations set forth in Paragraphs (1)–(7) of this Appendix and in Section 3.2.1(b)–(c) of the Agreement (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations will be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Paragraph. Therefore, notwithstanding any other provision of Section 3 of the Agreement or this Appendix (other than the Regulatory Allocations), the Manager will make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner the Manager determines appropriate so that, after the offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance the Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 3.2 of the Agreement and Paragraph (8) of this Appendix.

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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

September 04, 2026

WASTE SOLUTIONS LEASING LLC
6214 W ELMER ST
BOISE ID 83703-2711

RE: Change in Ownership Water Right No(s): 63-9225
Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership, Warranty Deed, Maps and a filing fee of $25.

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: Please send a copy of warranty deed, quitclaim deed, court decree, or other legal document indicating ownership of the property and/or water rights in question that includes a legal description of the property and/or water rights if no land is conveyed from CANDACE & BILLYE O., EDWARD G. & WILLIAM E. JENKINS to TRIDENT HOMES LLC.

Because the Department cannot process the Notice without proper documentation and fees, we will hold any action on your notice pending receipt of the necessary information and fees. If we do not receive the necessary information and fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to update ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)

COPY

Petula Lee

From: Amanda Alvaro <aalvaro@cbboise.com>
Sent: Thursday, September 10, 2026 1:30 PM
To: Petula Lee
Subject: Fwd: Need some documents as soon as you can
Attachments: image001.png; R328700000 full chain of title.pdf

Categories: Purple Category

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

OK, this is what the title company just sent me. She said this should be it from beginning to end.

Amanda Alvaro
Amanda Alvaro Real Estate Experts
Coldwell Banker Tomlinson
Cell & Text 208-850-7070
aalvaro@cbboise.com
Office: 208-433-4508

Begin forwarded message:

> **From:** Michelle Arevalo <Michelle.Arevalo@stewart.com>
> **Date:** September 10, 2026 at 12:19:11 PM PDT
> **To:** Amanda Alvaro <aalvaro@cbboise.com>
> **Subject: RE: Need some documents as soon as you can**
>
> Whew...this should be it from beginning to end.
>
> ***3 OTHER* TREASURE VALLEY STEWART TITLE LOCATIONS**
> EAGLE - 1015 S. Bridgeway Pl., Ste. 110, Eagle, ID 83616
> BOISE - 913 W. River St., Ste. 100, Boise, ID 83702
> NAMPA - 16208 N. High Desert St., Nampa, ID 83687
>
> **From:** Amanda Alvaro <aalvaro@cbboise.com>
> **Sent:** Thursday, September 10, 2026 12:17 PM
> **To:** Michelle Arevalo <Michelle.Arevalo@stewart.com>
> **Subject:** [External] Re: Need some documents as soon as you can

OK, the Department of water resources is asking if there's any chain of title showing documents from Billye O. Jenkins and Edward G. Jenkins as Owner because they are on the water right can you research and see if they were ever owners of the property?

Amanda Alvaro
Amanda Alvaro Real Estate Experts
Coldwell Banker Tomlinson
Cell & Text 208-850-7070
aalvaro@cbboise.com
Office: 208-433-4508

On Sep 10, 2026, at 8:24 AM, Michelle Arevalo <Michelle.Arevalo@stewart.com> wrote:

Here you are!

<image001.png>

***3 OTHER* TREASURE VALLEY STEWART TITLE LOCATIONS**
EAGLE - 1015 S. Bridgeway Pl., Ste. 110, Eagle, ID 83616
BOISE - 913 W. River St., Ste. 100, Boise, ID 83702
NAMPA - 16208 N. High Desert St., Nampa, ID 83687

From: Amanda Alvaro <aalvaro@cbboise.com>
Sent: Wednesday, September 9, 2026 7:20 PM
To: Michelle Arevalo <Michelle.Arevalo@stewart.com>
Subject: [External] Fwd: Need some documents as soon as you can

Amanda Alvaro
Amanda Alvaro Real Estate Experts
Coldwell Banker Tomlinson
Cell & Text 208-850-7070
aalvaro@cbboise.com
Office: 208-433-4508

Begin forwarded message:

From: "Tualaulelei, Steve" <Steve.Tualaulelei@fnf.com>
Date: September 9, 2026 at 2:05:55 PM MDT
To: ID-FNT-Idaho Customer Service Inbox <FNTIdahoCS@fnf.com>, Amanda Alvaro <aalvaro@cbboise.com>
Subject: Fw: Need some documents as soon as you can

Hello,

Can you help Amanda out with the below request, please?

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Amanda Alvaro <aalvaro@cbboise.com>
Sent: Wednesday, 09 September 2026 12:49:37
To: Tualaulelei, Steve <steve.tualaulelei@fnf.com>
Subject: Need some documents as soon as you can

Hey there, I have to provide the warranty deed that went from Jenkins to trident homes on our land in Caldwell. See attached. Basically they want to see the chain of title from Jenkins original owner to waste management current owner. Can you get me the warranty deed(s)?

Amanda Alvaro
Amanda Alvaro Real Estate Experts
208-850-7070 (Call or Text)
aalvaro@cbboise.com
Coldwell Banker Tomlinson Group
Office: 208-336-3393

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

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

September 14, 2026

WASTE SOLUTIONS LEASING LLC
6214 W ELMER ST
BOISE ID 83703-2711

Re: Change in Ownership for Water Right No(s): 63-9225

Dear Water Right Holder(s):

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

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 208-287-4978.

Sincerely,

Petula Lee

Petula Lee
Technical Records Specialist 1

Enclosure(s)

COPY