

EXHIBIT “A”
AMENDED AND RESTATED OPERATING AGREEMENT
OF
DIANA LAND MANAGEMENT, LLC
RULES AND REGULATIONS

Section 1. General Provisions.

- (a) Applicability of Rules.** The Managers of Diana Land Management LLC. may, at any time and from time to time, set such restrictions and rules as they deem fit and proper for the safe and reasonable conduct of stockholders and guests. A copy of these rules shall be posted at the Main Camp and each Private Camp for all to note.
- (b) Guests.** All guests for hunting and fishing must immediately register and sign the guest book upon arrival at the camp.
- (c) Liability.** Each stockholder shall be responsible for the conduct of such stockholder’s guests and invitees.
- (d) Decorum.** The Managers shall have the right to suspend or limit a stockholder’s and/or a stockholder’s guest’s use of the Company’s property if, in the reasonable opinion of a majority of the Managers, such use of the property is unlawful, unreasonably disruptive or contrary to the well-being of other stockholders or their guests. Other than the case of unlawful activities, the Managers shall give five (5) days notice of such suspension to the stockholder during which time the stockholder shall have the opportunity to cure the offending behavior.
- (e) Bodies of Water.** Motors on boats on Elijah Lake must be electric motors. The outlet screens on Elijah and South Creek may be cleaned of debris but shall not be removed to permit the possible loss of trout. Trout limit shall be five (5) per person or ten (10) per camp per day. No live bait, excluding worms, shall be used as bait for fishing.
- (f) Security.** Access gates to the Company property shall be kept closed at all times and locked after sunset.
- (g) Dogs.** All dogs must be kept under the control of the owner and quiet at all times except when being used for hunting.
- (h) Binding Effect.** The provisions set forth in this **Exhibit “A”** shall be binding upon any affiliated entity of the Company which acquires any interest in the Company’s property.
- (j) Access Fee.** Any stockholder who desires access to the Company property for any purpose is required to pay an annual access fee as determined by the stockholders at the annual meeting. Any stockholder who chooses not to pay the annual access fee relinquishes his/her right to access the property until the access fee is paid for the current year. Each year a stockholder may petition the Managers in writing for accommodation if the fee presents a hardship for that stockholder. The decision of whether to grant such waiver shall be in the

discretion of the Managers and the decision of the Managers shall be final and conclusive and not subject to review. All access fees are due no later than May 1st for that calendar year.

Section 2. Use of Property.

(a) Use of Main Camp. Use of the Main Camp for family summer vacations shall be limited to one (1) week or less per Shareholder and must be reserved in advance through the President or his designee. Stays exceeding one (1) week may be allowed from time to time in the sole discretion of the President or his designee. After use, the Main Camp shall be left clean and all debris and garbage shall be removed from the property.

(b) Use by Family Members. Families of Shareholders are welcome to visit the property. However, Shareholders shall have priority over guests regarding use of the land and accommodations at the Main Camp. Families shall control the conduct of their children and guests so as not to interfere with others on the property.

(c) Trailers. Shareholders and/or guests may bring an RV trailer onto the property provided such trailer is parked in the immediate vicinity of the Main Camp or any of the other Private Camps. Trailers used by guests shall be limited to a one (1) week time limit. Guests shall not leave a trailer on the property without such guest being present. Any trailer parked near the Main Camp is subject to a one (1) week time limit, irrespective of whether the trailer is being used by a guest or a Shareholder. All trailers must be self-contained and no dumping on camp property is permitted.

(d) All-Terrain Vehicles and Snowmobiles. Use of All Terrain Vehicles (ATVs) and snowmobiles shall be reasonable. There shall be no riding on lawns, around other camps or riding which in any way disturbs other Shareholders or guests. Use of ATVs and snowmobiles on the main road to and from camps shall be minimal and for transportation purposes only. The Company assumes no responsibility for property damage or personal injury from the use of ATVs or snowmobiles on its land. While on Diana Property, Shareholders and guests will comply with all New York State laws applicable to the use and operation of boats, ATVs and snowmobiles.

Section 3. Hunting and Fishing.

(a) Fees. Each Shareholder will be allowed fifteen (15) guest days for hunting per season at his responsibility. As of this date, there shall no longer be guest fees charged for fishing or hunting. For this purpose, use by Family and sons-in-laws and daughters-in-law shall not be considered guest days. Spouses, adult children and siblings of a Shareholder will be allowed to bring one (1) guest for fishing or hunting. A Shareholder must be present with all guests not defined as family while on Diana Property.

(b) Safety. Care shall be used handling all firearms at all times. During hunting season, all guns shall be appropriate for deer hunting (e.g., appropriate caliber and

velocity). No shooting whatsoever will be permitted in the immediate vicinity of the camps. Also, there shall be no shooting on or over Elijah Lake in the area surrounded by camps. However, ducks and geese may be shot in the area of lake which is beyond the camps.

(c) Children. All hunters will comply with New York DEC regulations regarding youth hunting and age requirements. Youth hunters in the custody of a parent or Shareholder and may carry a firearm only if in compliance with New York State Law. Children over the age of sixteen (16) and not directly related to a Shareholder may hunt with a big game license but shall be considered a guest and the sponsor shall be liable for the conduct of the guest. Members of the Family of a Shareholder, seventeen (17) years of age or older, may hunt or fish without the Shareholder parent being present.

(d) Tree Stands. Only commercially manufactured temporary tree stands may be used on the Company's land. Tree stands (including steps to reach the stand) may not be nailed, bolted, or screwed to the tree.