

**PARTNERSHIP AND TRUST AGREEMENT
OF
SAVANNAH LANDINGS LANDOWNERS ASSOCIATION, LP,**

1. FORMATION OF ASSOCIATION: On October 12, 2006, Evergreen Resources Ltd., Inc. formed the Association as a Georgia Limited Partnership by executing and delivering articles of organization to the Secretary of State of Georgia in accordance with the provisions of the Georgia Act.

A. NAME: The name of the Association is **SAVANNAH LANDINGS LANDOWNERS ASSOCIATION, LP** hereinafter called "Trustee" or "SLLA").

B. PRINCIPAL PLACE OF BUSINESS: The principal place of business of the Association is 313 Heard Street, Elberton, Georgia 30635.

C. REGISTERED OFFICE AND REGISTERED AGENT: The location of the principal place of business of the Association shall be in the City of Elberton, Elbert County, Georgia and initially located at 313 Heard Street, Elberton, Georgia 30635. Richard D. Campbell, 313 Heard Street, Elberton, Elbert County, Georgia 30635 shall be the agent for service of process for the limited partnership.

D. TERM: The term of the Association shall commence on October 19, 2006 and shall continue thereafter until December 31, 2060, or unless earlier dissolved in accordance with the provisions of this Operating Agreement or the Georgia Act.

2. BUSINESS OF ASSOCIATION: The business of the Association shall be as follows:
The business of the Company shall be as follows:

(a) To accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

(b) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited partnerships under the Georgia Act.

(c) To develop residential subdivisions specifically the Savannah Landings Subdivision and its four (4) phases: Newton's Landing, Craft Ferry Landing, Sandy Landing, and Savannah Valley Farms, subdivisions.

(d) To develop a private water system, including all activities necessary, customary, convenient, or incident to the water system for the Savannah Landings Subdivision and its four (4) phases: Newton's Landing, Craft Ferry, Sandy Landing, and Savannah Valley Farms, subdivisions, and to insure its continuity by conveyance to a trustee or government entity.

(e) To maintain a road system in the Savannah Landings Subdivision including all activities necessary, customary, convenient, or incident to the road system that are not dedicated to the governing authority.

3. MANAGEMENT OF THE ASSOCIATION: The Association will be managed by the General Partner. The General Partner will manage the affairs of the Association based on the policies and direction of the limited partners. The limited partners voting rights are set forth in paragraph 4(f). A two-thirds (2/3) majority of the limited partners will be required for assessment as recommended by the general partner.

4. PARTNERS AND THE RIGHTS AND OBLIGATIONS OF GENERAL PARTNERS:

(a) The name and address of the general partner is Evergreen Resources LTD, Inc., 4800 South Highway 187, Starr, South Carolina 29684.

(b) Each property owner in each phase of the subdivision becomes a limited partner in Savannah Landings Landowners' Association, LP by virtue of ownership of a lot in any phase of said subdivision. The property owner(s) remains and continues to be a limited partner for so long as that owner retains an ownership interest in the property. Each subdivision lot is considered a property owner Limited Partner. For example, a husband and wife that own a lot together as co-tenants is considered one (1) Limited Partner.

(c) The subdivision will be divided into three (3) sections or phases. The first will be Craft Ferry phase; the second will be Sandy Landing phase; and the third will be Newton's Landing Phase. Each limited partner has the same rights and responsibilities regardless of which subdivision phase their ownership derives.

(d) Each Partner's liability shall be limited as set forth in this Agreement, the Georgia Act, and other applicable law.

(e) No Partner will have any personal liability for any debts or losses of the Association beyond his or her respective contributions, except as provided by law or as an assessment or obligation owed to the Association.

(e) The General Partner will be liable to the Limited Partners for maintaining an adequate water supply for the subdivision as set forth herein.

(f) The General Partner, Evergreen Resources LTD, Inc., will be liable to the Limited Partners for maintaining any private road system in the subdivision as set forth herein, or until the road system is dedicated to a governmental entity.

(g) The approval and voting rights of the General Partner will be that each General Partner shall have one vote with respect to, and the affirmative vote, approval, or consent of a majority of

the managers shall be required to decide, any matter arising in connection with the business and affairs of the Limited Partnership. In matters requiring votes from Limited Partners, then each Limited Partner shall have one vote with respect to, and the affirmative vote, approval, or consent of a majority of the members shall be required to decide, and matter arising in connection with the business and affairs of the limited partners.

(h) A Limited Partner subdivision lot owner or co-owner will have one (1) vote. For example, a husband and wife that own one (1) subdivision lot together as co-tenants will have one (1) vote together. In no event will there be split vote or one-half vote.

5. CONTRIBUTIONS TO THE ASSOCIATION AND CAPITAL ACCOUNTS:

(a) Each General Partner shall contribute such amount as is set forth in Exhibit "A" hereto as its share of the initial capital contribution.

(b) A contribution to the capital of the Association may be in cash, tangible or intangible property, services rendered, or a promissory note or other obligation to contribute cash or tangible or intangible property, or to perform services.

(c) Except as set forth herein, no general or limited partner shall be required to make any capital contributions. A limited partner may be permitted to make additional capital contributions if and to the extent they so desire, and if the general partner(s) determine that such additional capital contributions are necessary or appropriate in connection with the conduct of the Association's business. In such event, the partners shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions.

6. BOOKS AND RECORDS:

(a) ACCOUNTING PERIOD: The Association's accounting period shall be the calendar year.

(b) RECORDS AND REPORTS: The General Partners shall maintain records and accounts of all operations and expenditures of the Association. The Association shall keep at its registered office the following records:

1. A current list of the full name and last known address of each General Partner, Limited Partner, Economic Interest Owner, and Manager;
2. Copies of records of the Articles of Organization of the Association and all amendments thereto;
3. Copies of the Association's federal, state, and local income tax returns and reports, if any, for the three most recent years;
4. Copies of the Association's written Operating Agreement, together with any amendments thereto;
5. Copies of any financial statements of the Association for the three most recent years.

(c) TAX RETURNS: The General Partners shall cause the preparation and timely filing of all tax returns required to be filed by the Association pursuant to the Internal Revenue Code and all other tax returns deemed necessary and required in any jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the all Partners within a reasonable time after the end of the Company's fiscal year.

7. TRANSFERABILITY:

The owner(s) of a lot in the Savannah Landings Subdivision is automatically a Limited Partner. Except as otherwise specifically provided herein, neither a general partner nor a limited partner in the Company shall have the right to:

(i) sell, assign, [pledge, hypothecate] transfer, exchange or otherwise transfer for consideration, (collectively, "sell"), or

(ii) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of his, hers, or its Membership Interest or Economic Interest in the partnership except in connection with the sale or transfer of a lot in the Savannah Landings Subdivision.

8. DISSOLUTION AND TERMINATION:

(a) The Association shall be dissolved upon the occurrence of any of the following events:

(1) When the period fixed for the duration of the Association shall expire pursuant to the Certificate of Limited Partnership;

(2) By the unanimous written agreement of all Members; or

(3) In the event of the following:

(a) the road system is dedicated to a governmental entity; and

(b) the private water system is dedicated to a governmental entity or a qualified water contractor or trustee; and

(c) The common areas and property are transferred.

9. WATER RIGHTS AND OBLIGATIONS:

It is agreed and understood that the General Partner will develop for the benefit of the Association and will hold the Savannah Landings Subdivision Water System (hereinafter the "water system") in trust for the benefit of the limited partners until the system can be divested and transferred to a qualified contractor / trustee approved by the State of Georgia, or a governmental entity approved by the State of Georgia to manage and operate such water system. It is the intention and purpose of the General Partner to develop a water system that will be used and operated to provide an adequate supply of water for each of the properties connected thereto, regardless of the ownership of the individual properties and to properly maintain an adequate water supply for domestic consumption for the occupants of said properties, and to assure the continuance of the operation and maintenance of said system for the benefit of the present and future owners of the properties connected thereto, the mortgagees, or lenders holding security interest in property, and the United States Department of Housing and Urban Development (HUD) and the Veterans Administration. The General Partner is responsible for the development and management of the water system that benefits the limited partners until the system is divested and conveyed to a governmental entity or other qualified provider. The end water provider will set the billing rates and be responsible for the billing for water useage.

This Association is made upon the trusts and for the following purposes, to-wit;

(a) The General Partner will be charged with the responsibility of developing the system and for divesting and transferring the Water System to a governmental entity or a qualified manager of a private water system. The General Partner will have the authority to bind the Association in

connection with such transfer. The General Partner will have the sole discretion as to the entity to which the Association will transfer the water system.

(b) The Water System will be developed for the benefit of the present and future owners of all and each of the properties now or hereafter connected to the Newton's Pointe Subdivision water system or the Savannah Landings Subdivision water system, as well as the holders of the mortgages covering each of the said properties, and SLLA shall hold the title to the property and water system until either (i) the water system is divested and conveyed to a qualified private contractor that will operate and manage the water system pursuant to guidelines promulgated by the State of Georgia; or (2) the water system is turned over to either a Governmental Authority or a public utility for maintenance and operation.

(c) The General Partner will develop a Water System that shall supply at all times and under adequate pressure for the use of each of the properties duly connected to the said water system, a sufficient quantity of water to meet the reasonable needs of each of the properties duly connected to said system. Such water shall be the quality and purity as required by the Elbert County Health Department (hereinafter the "Department"). Except for the quality and purity required by the Department, the General Partner does not guaranty or warrant to condition or hardness of the water. Records of any and all tests conducted in connection with said water system shall be kept by the General Partner, as required by the Department, and said records shall be open to inspection by the Department; and the limited partners of the properties connected to the water system, upon reasonable requests and at reasonable times. The Department shall at all times have access to the water system developed by the General Partner to conduct any and all tests as the Department shall consider necessary to determine compliance with said requirements. In any event, SLLA shall

conduct all tests required by operating permits issued by the Department and shall pay all costs in connection therewith. In the event the Department shall determine that the operation of the utility system does not meet all applicable requirements, the SLLA shall, with reasonable dispatch at its sole costs make any adjustment, repair, installation or improvements that shall be necessary or recommended by the Department to bring the operation of the water system up to said requirements.

(d) The General Partner will convey at its discretion the Water System to a qualified contractor or governmental entity that shall maintain said water system at all times in good order and repair so that satisfactory service as aforesaid may be supplied to each of said properties as provided in paragraph (c) above.

(e) Property owners and limited partners (hereinafter "Owners") hereby grant and convey to the General Partner and SLLA the right, title and privilege of a permanent and exclusive easement in, over, across, under and through Owner's Land to draw water from beneath the surface of Grantor's Land and from the water system (hereinafter the "water system easement"). This Water System Easement shall include the right to preserve, install or construct on, in, over, across, under and through Owner's Land the water system and any and all structures, devices, materials and machinery which are useful or necessary to draw water from the water system and transport the water from the water system over, across, under and through Owner's Land to other Beneficiaries's Land.

Owners' further grant and convey to SLLA the right, title and privilege of a permanent and exclusive easement ("the Access and Maintenance Easement") in, over, across, under and through Owner's Land for the continued existence, maintenance, inspection, monitoring, repair, replacement, improvement and upgrading of the water system and any structures, devices, materials or machinery useful or necessary to draw water from the water system and transport water from the water system

across, over, under or through Owner's land to the other beneficiaries's Land. This Access and Maintenance Easement shall include the right to enter onto, across, under, over and through Owner's Land periodically (with or without any equipment, tools, machinery, vehicles or heavy earth-moving machinery or equipment useful or necessary for exercising any rights granted to SLLA by this Partnership and Trust Agreement) to maintain, inspect, monitor, repair, replace, improve or upgrade (i) the water system, or (ii) any structures, devices, materials or machinery useful or necessary to draw water from the water system and transport the water from the system over, across, under and through Owner's Land to Beneficiary's Land.

This includes a reservation by SLLA for the right to dig and construct a well on any lot in the subdivision to be made a part of the water system.

(f) The property owners agree that the water obtained from the water association is to be for potable uses and that of human consumption and needs and not for lawn irrigation and/or commercial uses. All partners agree that they shall not draw so much water from the water system that would hinder, obstruct, or interfere with other partners use of the water system, or deny access for maintenance of the water system.

(g) Each property owner has the right to dig their own well on the property. However, in the event that any property owner decides to dig a well or obtain water service from some one other than Grantor, except where water is provided by Governmental Authority or Utility, then Grantor reserves the right to levy a substantial reconnect charge for such property. Each property owner further agrees to give five (5) days notice to SLLA prior to digging for other utilities to cross or utilize the easements referenced in this agreement or the Trust Deed.

10. RIGHTS AND OBLIGATIONS IN THE ROADS AND STREETS:

It is agreed and understood that the provisions herein apply to the private roads and do not apply to public and county owned roads and streets. It is further agreed and understood that the Association will hold the Savannah Landings Street and Road System (hereinafter the "street system") in trust for the benefit of the limited partners. It is the intention and purpose of the Association that such street system shall be used by the land owning partners, and their guest and invitees to provide a venue for basic transportation, ingress and egress, and accessibility for each of the properties connected thereto, regardless of the ownership of the individual properties and to properly maintain the street system for the occupants of said properties, and to assure the continuance of the operation and maintenance of said street system for the benefit of the present and future owners of the properties connected thereto, the mortgagees, or lenders holding security interest in property, and the United States Department of Housing and Urban Development (HUD) and the Veterans Administration. The general partner Evergreen Resources LTD, Inc. is responsible for the management of the street system that benefits the limited partners. This Association is made upon the trusts and for the following purposes, to-wit;

(a) For the benefit of the present and future owners of all and each of the properties now or hereafter connected to the Savannah Landings Subdivision street system, as well as the holders of the mortgages covering each of the said properties, and SLLA shall hold the title to the property and street system until the street system is turned over to a governmental entity for maintenance and operation. Upon the happening of such event at a time when SLLA is still operating and managing the street system in accordance with the terms and provisions hereof, the SLLA shall immediately

convey the property to the governmental entity, its successors or assigns, and these trust provisions shall be of no further effect.

(b) SLLA shall construct a road and street system in a reasonable workman like manner. The roads and street will be built to reasonable and necessary specifications common in the area. The rights-of-way will be 60' in width and the road bed will be 20' in width.

(c) SLLA shall maintain said street system at all times in good order and repair so that it satisfies applicable Elbert County Standards and Georgia Department of Transportation standards.

(d) Until the street system is dedicated and conveyed to a governmental entity, the following shall apply: Should SLLA fail to operate and manage the street system in the manner and under the conditions specified in paragraphs numbered (b) and (c) above and should SLLA fail, after notice in writing from the partners to correct such failure with reasonable dispatch, then partners shall take immediate possession of the street system for the purpose of operating and maintaining the same, and shall hold, use, operate, manage, and control the same either itself or by or through any of the agencies or parties for whose benefit this agreement is created and it shall take possession thereof for the purpose of operating the same, and in that event, SLLA or the entity operating the street system in its behalf or in the behalf of any of the beneficiaries of this agreement shall be subrogate to all rights of the acting Trustee to levy and collect a charge against each land owner. Acts of the Trustee shall be reasonable and not arbitrary.

(e) In the event the partners / beneficiaries take possession of the street system pursuant to the provisions of paragraph number (d) or paragraph number (f), SLLA shall have no further right title or interest in or to the street system or other property granted by this indenture and shall not be entitled to any portion of the proceeds resulting from any sale of such system or property; but the

partners / beneficiaries shall have the right to transfer such system to a Governmental entity upon such terms or conditions as may be approved by the Trustee and the owner or owners of a majority of the properties connected to the street system.

(f) SLLA reserves the right to levy and collect a charge for maintenance, upkeep, and improvement of the street system. This use and improvement fee will be determined by charging a pro rata cost of the actual repair or improvement on the street system.

It is agreed and understood by all parties that an unpaid street system use and improvement bill shall become a lien on the property after sufficient notice.

An assessment for improvements on the street system when made after the required approval herein must be paid.

11. RIGHTS AND OBLIGATIONS IN COMMON AREAS AND IMPROVEMENTS:

It is agreed and understood that the General Partner, as a developer of the subdivision, may construct improvements, buildings, and common areas in the subdivision. The General Partner may convey these improvements to SLLA. In this event SLLA will hold the improvements made in the Savannah Landings Subdivision (hereinafter the "Savannah Landings Subdivision Improvements") in trust for the benefit of the limited partners.

(a) It is further agreed that the improvements will be held under the same conditions, rights, and obligations that SLLA will hold the water system and road system as set forth above.

(b) DRY DOCK FACILITY: The developer may construct and build a dry dock boat storage facility in the Subdivision. In this event there will be boat slips available on request basis. A lot owner may not assign their right to a boat slip. A lot owner may give a mere license to use their boat

slip to another lot owner. The license to use the boat slip must be in writing and approved by the General Partner. It will be understood that all licenses will be revocable at will.

12. MISCELLANEOUS PROVISIONS:

(a) APPLICATION OF GEORGIA LAW: This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Georgia, and specifically the Georgia Act. The Georgia Act as used herein refers to the Georgia Limited Partnership Act at OCGA § 14-9-100, et seq.

(b) EXECUTION OF ADDITIONAL INSTRUMENTS: Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

(c) SEVERABILITY: If any provision of this Partnership and Trust Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Partnership and Trust Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

(d) HEIRS, SUCCESSORS AND ASSIGNS: Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Partnership and Trust Agreement, their respective heirs, legal representatives, successors and assigns.

(e) CREDITORS: None of the provisions of this Partnership and Trust Agreement shall be for the benefit of or enforceable by any creditors of the Association.

(f) AMENDMENTS: Any amendment to this Partnership and Trust Agreement shall be made in writing and signed by all partners of the Association.


(g) TIME: Time is of the essence of this agreement, and to any payments, allocations, and distributions specified under this agreement.

(h) COUNTERPARTS: This Partnership and Trust Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals, this 19th day of October, 2006.

GENERAL PARTNER & ORGANIZER

EVERGREEN RESOURCES LTD, INC.



Ryan Faulkenberry, Its President
and Authorized Agent

PCES.
(SEAL)

Signed, sealed and delivered in
the presence of:



Notary Public, Elko County, CA

My Commission Expires: 4/14/2009

(seal)