

MEMORANDUM

TO: All Potential Class "B" Members

FROM: Black Creek Village Development, LLC

RE: Investment in Black Creek Village Development, LLC

DATE: October 4, 2005

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Dear Potential Investor in Black Creek Village Development, LLC:

1. Thank you for your interest in Black Creek Village Development, LLC (hereinafter "Black Creek"). Black Creek is a Florida, for-profit, limited liability company. Black Creek was formed by one of its Managing Members, John S. Pettit, as a Florida, limited liability company on August 26, 2005. Attached hereto as **Exhibit 1** you will find the Articles of Organization for Black Creek.

2. Black Creek is made up four Class "A" Members who are John S. Pettit, Jeff Lammes, Julie Anthony and Fleur De Lis Properties, LLC. Black Creek is governed, in part, by its Operating Agreement, a copy of which is attached hereto as **Exhibit 2**. Within the Operating Agreement, the Class "A" Members listed above have the opportunity to offer Class "B" Memberships to individuals or entities. The Class "A" Members may offer Class "B" Memberships at amounts agreed to by the Class "A" Members. Class "B" Members, as fully outlined in Section V of the Operating Agreement, do not have voting rights within the company. However, Class "B" Members may be provided the right to purchase selected real property of the company at terms and conditions set forth by the Class "A" Members, in amounts not to exceed the Class "B" Members initial capital contribution to the company. For example, if a Class "B" Member purchases a Class "B" Membership interest in Black Creek for the sum of Fifty Thousand Dollars (\$50,000.00), if and when the company distributes property opportunities to its Class "B" Members, the Class "B" Members will not have to pay more than the Fifty Thousand Dollar initial capital contribution in order to obtain the real property offered by the company.

3. It is the intent of Black Creek to acquire and develop real property in Florida. The company is currently involved in the acquisition of real property in Walton County, Florida, for the development of a residential community to be known as "Black Creek Village." At such time as lots within Black Creek Village are offered for sale, Class "B" Members will be provided the first opportunity to purchase lots for sale from the Class "A" Members at an amount not to exceed the Class "B" Member's initial contribution.

4. Once a Class "B" Member accepts an offer to purchase real property offered by the Class "A" Membership, the Class "B" Membership terminates and the member has no further interest in the company.

5. Class "B" Members have the right to withdraw from the company at any time. If they have not received any real property from the Class "A" Membership prior to their withdrawal, the Class "B" Member may request a return of its initial capital contribution to the company and the Class "A" Members shall have twelve (12) months to reimburse the Class "B" Member its capital contribution.

6. The Class "B" Member shall not have any interest in the profits or losses of the company, but will have the exclusive right to purchase property from the company when offered by Class "A" Members.

**7. CLASS "B" MEMBER'S INITIAL CAPITAL CONTRIBUTION TO THE COMPANY WILL BE COLLECTED BY BLACK CREEK AT THE TIME OF THE PURCHASE OF THE CLASS "B" MEMBERSHIP INTEREST. THE CLASS "B" MEMBER'S INITIAL CAPITAL CONTRIBUTION SHALL BE PAYABLE IN THE FORM OF A PERSONAL CHECK OR BANK CHECK AND MADE PAYABLE TO "BLACK CREEK VILLAGE DEVELOPMENT, LLC." CLASS "B" MEMBER IS HEREBY INFORMED AND UNDERSTANDS THAT WHILE THE MONEY WILL BE DEPOSITED WITH BLACK CREEK FOR THE BENEFIT OF BLACK CREEK, BLACK CREEK WILL HAVE ACCESS TO THE FUNDS AT ANY TIME. THE FUNDS SHALL BE USE BY BLACK CREEK AS OPERATING CAPITAL FOR THE BUSINESS ENDEAVORS OF THE COMPANY WHICH WILL INCLUDE, BUT NOT BE LIMITED TO, ACQUISITION AND DEVELOPMENT OF REAL PROPERTY. THE CLASS "B" MEMBER WILL BE REQUIRED TO INITIAL THIS SECTION OF THIS MEMORANDUM ACKNOWLEDGING HIS OR HER OR ITS UNDERSTANDING THAT THE CLASS "B" MEMBER'S INITIAL CONTRIBUTION WILL BE FULLY ACCESSIBLE BY THE CLASS "A" MEMBERSHIP AS OPERATING CAPITAL FOR BLACK CREEK IN ITS BUSINESS ENDEAVORS WHICH INCLUDE, BUT WILL NOT BE LIMITED TO, ACQUISITION AND DEVELOPMENT OF REAL PROPERTY. IT IS ANTICIPATED BY THE CLASS "A" MEMBERS THAT THE FUNDS HELD BY BLACK CREEK WHICH HAVE BEEN COLLECTED FROM CLASS "B" MEMBERS' CONTRIBUTION TO THE COMPANY, WILL BE UTILIZED, IN WHOLE OR IN PART, TO PURCHASE AND DEVELOP REAL PROPERTY FOR THE BENEFIT OF BLACK CREEK AND ITS MEMBERS.**

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(Initials)

8. Initially, the Class "A" Members have determined that there shall be a maximum of one hundred twenty (120) Class "B" Memberships offered.

9. Ultimately, it is the goal of Black Creek to have its Class "B" Members benefit from the efforts of the Class "A" Members in acquiring and developing real property in Florida. It is the ultimate goal of the Class "A" Members that the Class "B" Members will obtain property through the company and that the property acquired through the company by the Class "B" Members ends up appreciating in value so the Class "B" Member will realize a distinct benefit to its Class "B" Membership in the form of deeded real property that will have a value in excess of the Class "B" Member's initial contribution. While the Class "A" Members cannot promise or predict any return or value on the investment by the Class "B" Member, all efforts will be made by the Class "A" Members to acquire and development real property in Florida that will ultimately benefit the Class "B" Members.

**10. THE PURCHASER ACKNOWLEDGES THAT THE PURCHASER HAS KNOWLEDGE AND EXPERIENCE IN FINANCE AND BUSINESS MATTERS IN ORDER TO EVALUATE THE RISK AND MERITS OF THE INVESTMENT IN BLACK CREEK. PURCHASER ACKNOWLEDGES THAT HE, SHE OR IT IS ABLE TO BEAR THE INVESTMENT'S ECONOMIC RISK. PURCHASER ACKNOWLEDGES THAT HE, SHE OR IT HAS ACCESS TO INFORMATION ON BLACK CREEK INCLUDING THE OPERATING AGREEMENT WHICH IS ATTACHED TO THIS MEMORANDUM.**

**PURCHASER UNDERSTANDS THAT HE, SHE OR IT WILL NOT BE ABLE TO RESELL OR DISTRIBUTE THE CLASS "B" MEMBERSHIP TO THE GENERAL PUBLIC.**

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(Initials)

11. As with all investments, there is risk involved. The Class "A" Members feel confident that they can acquire and develop real property in Florida and that such an acquisition and development will realize a profit for both Class "A" and Class "B" Members. There is no guarantee that the efforts of the Class "A" Members will result in such a return on the investment. Therefore, all Class "B" Members must understand there is a risk associated with their investment as there is a risk for the Class "A" Members in their investment.

12. Attached hereto as **Exhibit 3** you will find an initial artist rendition of the development of a parcel of land that Black Creek intends to acquire for development of a residential community. The name of the development will be "Black Creek Village". While it is too early to offer specific lots for designation of and distribution to the Class "B" Members, at such time as such lots can be designated with some clarity, Class "B" Members will be offered the opportunity to designate lots for ultimate receipt by the Class "B" Members pursuant to the Operating Agreement.

13. When and if real property is offered to the Class "B" Members, the Class "A" Members intend to offer the Class "B" Membership real property opportunities on a first come, first serve basis. In other words, the very first investor in a Class "B" Membership will be given the first opportunity to choose from any real property offered to Class "B" Memberships. Thereafter, the second person to invest in Class "B" Membership will be offered the second choice on available real

estate offered to Class "B" Memberships. The order of offering will continue in the order that Class "B" Memberships were purchased. If you wish to obtain further information regarding Black Creek and ownership opportunities within Black Creek or any developments contemplated by Black Creek, please feel free to contact John S. Pettit at (678) 898-1656. Thank you for your interest in Black Creek.

Sincerely,

John S. Pettit

**ACKNOWLEDGMENT**

I hereby acknowledge that I have reviewed this Memorandum in its entirety and understand its contents.

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Purchaser  
Print Name: \_\_\_\_\_

JSP/wah

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