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Form 42-248(6) 3/07

OCT 24 2014

WATER RESOURCES
WESTERN REGION

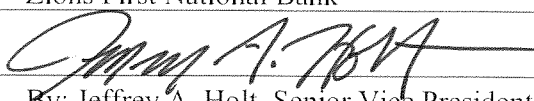
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right No(s).: ~~63-161C~~ ^{PD PD PD PD PD} (also known as 63-161CF), 63-182, 63-216A, 63-16273, 63-16272
Adjudication Claim No(s).: _____
2. The following **REQUIRED** information must be submitted with this form:
- A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
- B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
Zions First National Bank, Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, Utah 84133, ATTN REAL ESTATE MANAGER
4. Name of Water Right Owner/Claimant(s)
Gardner Mace Ranch, L.C., a Utah limited liability company
5. Expiration Date of Notification Period December 1, 2017
6. Is this a Renewal of Request for Notification? ☒ YES ☐ NO
7. Signature(s) of Security Interest holder(s) Zions First National Bank
(and title if applicable)

By: Jeffrey A. Holt, Senior Vice President

For Office Use Only

Received by <u>BB</u>	Date <u>10/24/14</u>	Fee <u>125.00</u>
Received by <u>BB</u>	Date <u>10/24/14</u>	Receipt No. <u>W042610</u>
Processed by <u>X</u> AJ	Date <u>X</u>	WR <u>RS</u> Date <u>10/27/14</u>

SUPPORT DATA

IN FILE # 63-161CF

Loan No. 9043632-9001

WHEN RECORDED, RETURN TO:

Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attention: Real Estate Department Manager

#2031563

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OCT 23 2014

WATER RESOURCES
WESTERN REGION

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

SECOND SUPPLEMENTAL TRUST DEED

This Second Supplemental Trust Deed (the "Supplemental Trust Deed") is made and entered into this 13 day of October, 2014 (the "Effective Date"), by and between Gardner Mace Ranch, L.C., a Utah limited liability company ("Mace Ranch"), whose address is 90 South 400 West, Suite 360, Salt Lake City, Utah 84101, and SJTC Nampa, L.C., a Utah limited liability company ("SJTC"), whose address is 90 South 400 West, Suite 360, Salt Lake City, Utah 84101 (Mace Ranch and SJTC are collectively "Borrower"), and Zions First National Bank, a national banking association, whose address is One South Main Street, Suite 470, Salt Lake City, Utah 84133 ("Lender").

RECITALS

A. Lender and Mace Ranch entered into a Term Loan Agreement dated February 19, 2013 (the "Loan Agreement"), whereby Lender agreed to make a loan to Mace Ranch in the original principal amount of Three Million One Hundred Twenty-Five Thousand Dollars (\$3,125,000.00) (the "Loan"), which Loan is further evidenced by, among other things, a Renewal and Substitute Promissory Note dated July 16, 2013 executed by Borrower for the benefit of Lender, and which is in the original principal amount of Three Million One Hundred Twenty-Five Thousand Dollars (\$3,125,000.00) (the "Original Note").

B. Borrower's obligations under the Original Note are secured by the collateral described in the Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated February 19, 2013, executed by Mace Ranch, as "Grantor," to First American Title and Escrow Company, as "Trustee", for the benefit of Lender, as "Beneficiary," and which was recorded in the office of the County Recorder of Ada County, State of Idaho, on February 20, 2013, as Instrument No. 113018934, as modified pursuant to that certain Supplemental Trust Deed dated July 16, 2013, which was recorded in the office of the County Recorder of Ada County, State of Idaho, on July 17, 2013, as Instrument No. 113080321 (collectively the "Trust Deed"). The Trust Deed encumbers real property located in Ada County, State of Idaho, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. In accordance with a Fourth Loan Modification Agreement dated the Effective Date, entered into between Borrower and Lender (the "Modification Agreement"), Borrower is executing a Second Renewal and Substitute Promissory Note dated the Effective Date, in the principal amount of Two Million Five Hundred Twelve Thousand Two Hundred Forty-Two Dollars (\$2,512,242.00) (the "Renewal Note"), which Renewal Note replaces the Original Note.

The Loan Agreement, Renewal Note, Trust Deed, and all other documents defined as Loan Documents in the Loan Agreement, are hereinafter collectively referred to as the "Loan Documents".

D. Borrower and Lender now desire to amend and supplement the Trust Deed to modify the obligations secured thereby consistent with the Modification Agreement and the Renewal Note.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Borrower and Lender agree as follows:

1. **Reaffirmation of the Trust Deed.** Borrower and Lender agree and acknowledge that it was the intention at the time of the execution of the Trust Deed, that the Trust Deed encumber the Property as a first lien on the Property, securing the Loan, and it continues to be the intention that the Trust Deed, as amended and supplemented by this Supplemental Trust Deed, continues, without interruption, to encumber the Property as a first lien on the Property, securing the Loan.

2. **Amendment and Supplementation of Trust Deed.** The Trust Deed is hereby amended as follows:

a. The "Promissory Note Amount" on Page 1 of the Trust Deed is hereby amended to be \$2,512,242.00.

b. The "Maturity Date of Promissory Note" on Page 1 of the Trust Deed is hereby amended to be December 1, 2017.

c. The Trust Deed is hereby amended to include in the indebtedness secured by the Trust Deed, the Renewal Note (which replaces the Original Note). Specifically, the second paragraph on Page 2 of the Trust Deed is hereby amended to read in its entirety as follows:

Beneficiary has made a term loan to Grantor in the amount of Two Million Five Hundred Twelve Thousand Two Hundred Forty-Two Dollars (\$2,512,242.00) (the "Loan"). The Loan is evidenced by a Second Renewal and Substitute Promissory Note dated October 13, 2014, in the original principal amount of the Loan made by Grantor to the order of Beneficiary and by this reference made a part hereof, maturing on December 1, 2017, and any and all extensions, modifications,

substitutions, replacements or renewals thereof and judgments in enforcement thereof (the "Note"). The Loan is advanced under a Term Loan Agreement between Grantor and Beneficiary dated the Closing Date, as amended (the "Loan Agreement"). The Loan includes a variable interest rate. The interest rate, payment terms, and balance due may be indexed, adjusted, renewed, or renegotiated.

d. The following shall be added to Article 8, Additional Covenants, of the Trust Deed:

8.17 Unlawful Use. Medical Marijuana. Controlled Substances and Prohibited Activities. Grantor shall not use, occupy, or permit the use or occupancy of any of the Trust Estate by Grantor or any lessee, tenant, licensee, permittee, agent, or any other person in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation, any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana (collectively, "Prohibited Activities"). Any lease, license, sublease or other agreement for use, occupancy or possession of any of the Trust Estate, including any amendment, modification, extension or renewal of the lease or its term (collectively a "lease") with any third person ("lessee") shall expressly prohibit the lessee from engaging or permitting others to engage in any Prohibited Activities. Grantor shall upon demand provide Beneficiary with a written statement setting forth Grantor's compliance with this Section 8.17 and stating whether any Prohibited Activities are or may be occurring in, on or around the Trust Estate. If Grantor becomes aware that any lessee is likely engaged in any Prohibited Activities, Grantor shall, in compliance with applicable law, terminate the applicable lease and take all actions permitted by law to discontinue such activities. Grantor shall keep Beneficiary fully advised of its actions and plans to comply with this Section 8.17 and to prevent Prohibited Activities.

This Section 8.17 is a material consideration and inducement upon which Beneficiary relies in extending credit and other financial accommodations to Grantor. Failure by Grantor to comply with this Section 8.17 shall constitute a default under the Loan Documents. Notwithstanding anything in this Trust Deed, the Note or other Loan Documents regarding rights to cure Events of Default, Beneficiary is entitled upon breach of this Section 8.17 to immediately exercise any and all remedies under this Trust Deed, the Note or other Loan Documents, and by law.

In addition and not by way of limitation, Grantor shall indemnify, defend and hold Beneficiary harmless from and against any loss, claim, damage, liability, fine, penalty, cost or expense (including attorneys' fees and expenses) arising from, out of or related to any Prohibited Activities at or on the Trust Estate, Prohibited

Activities by Grantor or any lessee of the Trust Estate, or Grantor's breach, violation, or failure to enforce or comply with any of the covenants set forth in this Section 8.17. This indemnity includes, without limitation any claim by any governmental entity or agency, any lessee, or any third person, including any governmental action for seizure or forfeiture of any of the Trust Estate (with or without compensation to Beneficiary, and whether or not any of the Trust Estate is taken free of or subject to Beneficiary's lien or security interest).

3. **Security.** Borrower and Lender agree and acknowledge that the Original Note, as amended and restated by the Renewal Note, and all other indebtedness and obligations described in the Trust Deed, are secured by the Trust Deed, as amended and supplemented by this Supplemental Trust Deed.

4. **Survival of Obligations; Continuation of Terms of Loan Documents.** Lender and Borrower agree that the Trust Deed, together with all of Borrower's obligations thereunder, shall, except to the extent expressly modified by this Supplemental Trust Deed, remain in full force and effect and survive the execution of this Supplemental Trust Deed. Except as expressly modified by this Supplemental Trust Deed, all terms and conditions of the Loan Documents shall continue in full force and effect.

5. **Representations, Warranties, Covenants and Agreements.** Borrower represents, warrants, and agrees that the representations, warranties, covenants and agreements of Borrower contained in the Loan Documents (a) are true and accurate as of the date of this Supplemental Trust Deed, (b) are hereby remade and reaffirmed by Borrower, and (c) are in full force and effect as of the date of this Supplemental Trust Deed, enforceable in accordance with their terms. Borrower further represents and warrants that Borrower is not in default under any of the terms and conditions of the Loan Documents, and no conditions exist which, with the passage of time, the giving of notice, or both, would constitute a default under the Loan Documents.

6. **Defined Terms.** Unless otherwise defined in this Supplemental Trust Deed, capitalized terms used herein have the meanings given them in the Loan Agreement.

7. **Governing Law.** This Supplemental Trust Deed and all matters relating to this Supplemental Trust Deed shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah. Notwithstanding the foregoing, the laws of the State of Idaho shall govern matters arising hereunder concerning the procedures for the exercise of remedies against the Property and enforcement of the Trust Deed.

8. **Integrated Agreement and Subsequent Amendment.** This Supplemental Trust Deed, the Loan Documents, the Renewal Note, and the other agreements, documents, obligations, and transactions contemplated by the Loan Agreement and this Supplemental Trust Deed constitute the entire agreement between Lender and Borrower with respect to the subject matter of the agreements, and may not be altered or amended except by written agreement signed by Lender and Borrower. PURSUANT TO UTAH CODE SECTION 25-5-4, BORROWER IS NOTIFIED THAT

THESE AGREEMENTS ARE A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN LENDER AND BORROWER AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

*[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]*

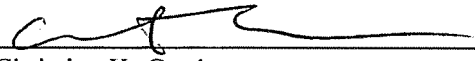
DATED: October 13, 2014.

BORROWER

GARDNER MACE RANCH, L.C.,
a Utah limited liability company

By: KC Gardner Company, L.C.,
a Utah limited liability company,
Manager

By:

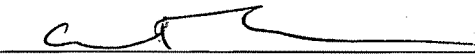


Christian K. Gardner
Manager

SJTC NAMPA, L.C.,
a Utah limited liability company

By: KC Gardner Company, L.C.,
a Utah limited liability company,
Manager of SJTC Nampa, L.C.

By:

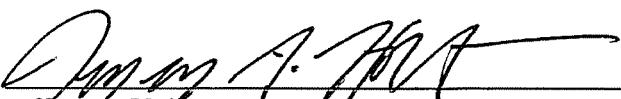


Christian K. Gardner, Manager

LENDER

ZIONS FIRST NATIONAL BANK,
a national banking association

By:

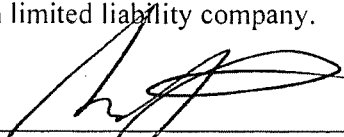


Jeffrey A. Holt
Senior Vice President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13 day of October, 2014, by Christian K. Gardner, Manager of KC Gardner Company, L.C., a Utah limited liability company, Manager of Gardner Mace Ranch, L.C., a Utah limited liability company.

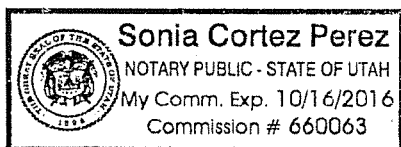


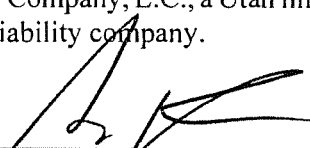


NOTARY PUBLIC
Residing in Salt Lake County, Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13 day of October, 2014, by Christian K. Gardner, Manager of KC Gardner Company, L.C., a Utah limited liability company, Manager of SJTC Nampa, L.C., a Utah limited liability company.

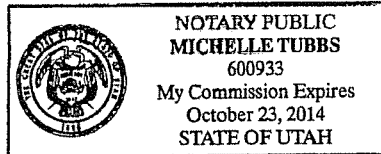




NOTARY PUBLIC
Residing in Salt Lake County, Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16 day of October, 2014, by Jeffrey A. Holt, Senior Vice President of Zions First National Bank, a national banking association.





NOTARY PUBLIC
Residing in Salt Lake County, Utah

EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Ada County, State of Idaho, and more particularly described as follows:

(See Attached)

In connection with all of the foregoing real property described in this Exhibit A, all water rights appurtenant to said real property (including without limitation, claims, decrees, permits, licenses, ditch and/or delivery rights and storage rights), including, without limitation, water rights numbers 63-161C (also known as 63-161CF), 63-182, 63-216A, 63-16273 and 63-16272.

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

The real property located in Ada County, State of Idaho, and more particularly described as follows:

GARDNER MACE RANCH, L.C. PARCEL

Lots 1, 2, 3, 4, 9, 13, 14, 17, 18, 22, and 27 all in Block 1; Lots 5, 8, 9, 10, all in Block 2; Lots 2 and 7 in Block 3; Lots 1 and 2 all in Block 4 and Lot 1 in Block 5, all being located in MACE RIVER RANCH SUBDIVISION NO. 1, according to the plat thereof, filed in Book 106 of Plats at Pages 14540 through 14547, Records of Ada County, Idaho.

SEE NEXT PAGE FOR SJTC NAMPA, L.C. PARCEL

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

The real property located in Ada County, State of Idaho, and more particularly described as follows:

SJTC NAMPA, L.C. PARCEL

PARCEL I:

A PORTION OF THE NORTH HALF OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN AND RUNNING THENCE

NORTH 89°51'13" WEST 2665.59 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION; THENCE

NORTH 1°11'45" EAST 377.81 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION TO THE PROPERTY LINE AGREED UPON BY WARREN AND MACE AS SHOWN ON RECORD OF SURVEY NO. 306 AND RECORDED AS INSTRUMENT NO. 8151134, RECORDS OF ADA COUNTY, IDAHO (SAID POINT ALSO BEING THE POINT OF BEGINNING); THENCE

NORTH 84°27'59" EAST 45.70 FEET ALONG SAID PROPERTY LINE; THENCE

NORTH 1°11'45" EAST 914.86 FEET; THENCE

SOUTH 88°02'37" WEST 320.34 FEET; THENCE

SOUTH 12°42'09" WEST 168.79 FEET; THENCE

SOUTH 1°11'45" WEST 773.56 FEET TO SAID PROPERTY LINE; THENCE

NORTH 84°27'59" EAST 310.27 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING.

PARCEL II

A PORTION OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FOR SECTIONS 7, 8, 17 AND 18, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN; THENCE

EAST 20.00 CHAINS; THENCE

SOUTH 2.90 CHAINS; THENCE

SOUTH 64°15' EAST 6.40 CHAINS; THENCE
SOUTH 88°45' EAST 5.50 CHAINS; THENCE
SOUTH 75°45' EAST 6.00 CHAINS; THENCE
NORTH 69°45' EAST 2.00 CHAINS; THENCE
SOUTH 62°30' EAST 1.97 CHAINS; THENCE
SOUTH 16°45' EAST 2.10 CHAINS; THENCE
SOUTH 67°23' EAST 3.52 CHAINS; THENCE
NORTH 0.39 CHAINS; THENCE
SOUTH 89°00' EAST 2.78 CHAINS; THENCE
NORTH 77°15' EAST 5.48 CHAINS; THENCE
SOUTH 86°15' EAST 6.49 CHAINS; THENCE
NORTH 68°30' EAST 2.40 CHAINS; THENCE
NORTH 57°15' EAST 1.55 CHAINS TO THE MOST WESTERLY CORNER OF THE J.M. EVANS TRACT; THENCE
SOUTH 43°55' EAST 25.35 CHAINS TO A POINT ON LINE BETWEEN SECTIONS 16 AND 17, 28.73 CHAINS
SOUTH OF THE CORNER FOR SECTIONS 8, 9, 16 AND 17; THENCE SOUTH TO A POINT ON LINE BETWEEN
THE SAID SECTIONS 16 AND 17, 10.19 CHAINS NORTH OF THE QUARTER SECTION CORNER FOR
SECTIONS 16 AND 17 AFORESAID; THENCE, FOR THE SOUTH BOUNDARY, ALONG AND UPON A LINE
FENCE BUILT UPON A LINE SURVEYED, DESCRIBED AS FOLLOWS:
NORTH 82°21' WEST 10.91 CHAINS; THENCE
SOUTH 68°11' WEST 4.46 CHAINS; THENCE
SOUTH 79°06' WEST 22.56 CHAINS; THENCE
SOUTH 83°08' WEST 8.00 CHAINS; THENCE
SOUTH 81°09' WEST 7.00 CHAINS; THENCE
NORTH 87°06' WEST 12.67 CHAINS; THENCE
SOUTH 85°21' WEST 5.40 CHAINS; THENCE
SOUTH 37°14' WEST 8.17 CHAINS; THENCE

SOUTH 74°55' WEST 9.06 CHAINS TO A POINT ON LINE BETWEEN SECTIONS 17 AND 18, 2.00 CHAINS SOUTH OF QUARTER CORNER FOR THE SAID SECTIONS 17 AND 18; THENCE NORTH ON LINE BETWEEN SECTIONS 17 AND 18 TO THE CORNER FOR SECTIONS 7, 8, 17 AND 18, THE PLACE OF BEGINNING, SITUATED AND BEING LOTS 3 AND 4, AND PARTS OF THE NORTH HALF OF THE NORTHWEST QUARTER, AND OF LOTS 1 AND 2, ALL IN SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

AND INCLUDING THE FOLLOWING PARCEL:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING SOUTHERLY OF THE SOUTHERLY MEAN HIGH WATER LINE OF THE BOISE RIVER AS DETERMINED ON SEPTEMBER 10, 1982:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16 AND 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND RUNNING THENCE SOUTH ALONG THE SECTION LINE COMMON TO SECTIONS 16 AND 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, 480.70 FEET; THENCE

NORTH 75°50' WEST 34.04 FEET TO THE REAL POINT OF BEGINNING; THENCE

NORTH 75°50' WEST 1635.13 FEET; THENCE

SOUTH 3°08' EAST 700.85 FEET; THENCE

SOUTH 86°15' EAST 188.65 FEET; THENCE

NORTH 68°30' EAST 158.40 FEET; THENCE

NORTH 57°15' EAST 316.80 FEET; THENCE

SOUTH 85°30' EAST 330.00 FEET; THENCE

SOUTH 82°45' EAST 396.00 FEET; THENCE

NORTH 67°00' EAST 191.40 FEET; THENCE

SOUTH 75°50' EAST 48.46 FEET; THENCE

NORTH ALONG A LINE PARALLEL TO THE SECTION LINE COMMON TO SECTIONS 16 AND 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, 95.48 FEET TO THE REAL POINT OF BEGINNING.

AND INCLUDING THE FOLLOWING PARCEL:

PARCEL NO. 9 AS IDENTIFIED ON SHEET 3 OF RECORD OF SURVEY NO. 425, INSTRUMENT NO 8251977, RECORDS OF ADA COUNTY, IDAHO, WHICH HEREBY MADE A PART OF THIS DESCRIPTION BY REFERENCE.

A PARCEL OF LAND SITUATE IN THE EAST ONE HALF OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER SECTION CORNER MARKED BY A FOUND 5/8 INCH IRON PIPE, THE POINT OF TRUE BEGINNING; THENCE ALONG THE EAST LINE OF SAID SECTION 17

SOUTH 00°00'00" WEST 92.56 FEET TO A POINT; THENCE

NORTH 46°50'50" WEST 40.60 FEET TO A FOUND 5/8 INCH IRON PIPE IN A FENCE LINE BEARING NORTHWESTERLY, MARKING THE LINE OF APPARENT POSSESSION; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 46°50'50" WEST 392.27 FEET TO A POINT;

NORTH 37°50'02" WEST 382.01 FEET TO THE POINT OF INTERSECTION WITH THE 1867 SOUTHERLY MEANDER LINE OF THE BOISE RIVER; THENCE ALONG SAID LINE

SOUTH 88°41'25" EAST (FORMERLY SOUTH 88°30' EAST) 550.25 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 17; THENCE ALONG SAID EAST LINE

SOUTH 00°00'00" WEST 492.63 FEET TO THE POINT OF TRUE BEGINNING.

AND INCLUDING THE FOLLOWING PARCEL:

A PARCEL OF LAND SITUATE IN THE NORTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER SECTION CORNER OF SAID SECTION 17, MARKED WITH A FOUND BRASS CAP; THENCE

SOUTH 40°02'22" EAST 903.74 FEET TO THE POINT OF INTERSECTION OF SOUTHERLY MEAN HIGH WATER LINE OF THE BOISE RIVER, AS DETERMINED ON SEPTEMBER 10, 1982, AND THE NORTHERLY DEED LINE OF THE LEONARD C. MACE PROPERTY, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY MEAN HIGH WATER LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 69°11'27" EAST 259.05 FEET TO A POINT;

NORTH 87°45'57" EAST 259.64 FEET TO A POINT;

SOUTH 82°55'11" EAST 208.09 FEET TO A POINT;

SOUTH 69°59'20" EAST 38.35 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY DEED LINE OF THE LEONARD C. MACE PROPERTY; THENCE ALONG SAID DEED LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 68°30' WEST 126.52 FEET TO A POINT;

NORTH 86°15' WEST 428.34 FEET TO A POINT;

SOUTH 77°15' WEST 204.02 FEET TO THE TRUE POINT OF BEGINNING.

AND INCLUDING THE FOLLOWING PARCEL:

A PARCEL OF LAND SITUATE IN THE NORTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER SECTION CORNER OF SAID SECTION 17, MARKED WITH A FOUND BRASS CAP; THENCE

SOUTH 02°16'22" EAST 646.92 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY MEAN HIGH WATER LINE OF THE BOISE RIVER, AS DETERMINED ON SEPTEMBER 10, 1982, AND THE NORTHERLY DEED LINE OF THE LEONARD C. MACE PROPERTY, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY MEAN HIGH WATER LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 77°32'36" EAST 358.19 FEET TO A POINT;

NORTH 82°22'21" EAST 162.09 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY DEED LINE OF THE LEONARD C. MACE PROPERTY; THENCE ALONG SAID DEED LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 77°15' WEST 111.19 FEET TO A POINT;

NORTH 89°00' WEST 183.48 FEET TO A POINT;

SOUTH 0°00' WEST 25.74 FEET TO A POINT;

NORTH 67°23' WEST 232.32 FEET TO A POINT;

NORTH 16°45' WEST 14.08 FEET TO THE TRUE POINT OF BEGINNING.

AND INCLUDING THE FOLLOWING PARCEL:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER SECTION CORNER, MARKED BY A SET BRASS CAP, THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID SECTION 17

NORTH 00°36'05" EAST 115.26 FEET TO THE POINT OF INTERSECTION WITH THE 1867 NORTHERLY MEANDER LINE OF THE BOISE RIVER; THENCE ALONG SAID MEANDER LINE, THE FOLLOWING RECORDED COURSES AND DISTANCES:

NORTH 78°30' EAST 433.95 FEET (FORMERLY 6.6 CHAINS OR 435.60 FEET) TO A POINT;

NORTH 41° EAST 10 CHAINS (OR 660.00 FEET) TO A POINT;

SOUTH 77° EAST 5.5 CHAINS (OR 363.00 FEET) TO A POINT;

NORTH 83°30' EAST 19 CHAINS (OR 1254 FEET) TO A POINT;

NORTH 46°30' EAST 6.2 CHAINS (OR 409.20 FEET) TO A POINT;

SOUTH 90°00' EAST 1720.31 FEET TO A POINT (FORMERLY SOUTH 90° EAST) 24 CHAINS (1584 FEET) TO A POINT;

NORTH 68° EAST A CALCULATED DISTANCE OF 260.49 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY MEAN HIGH WATER LINE AS DETERMINED ON SEPTEMBER 10, 1982; THENCE ALONG SAID LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 19°18'08" EAST 212.68 FEET TO A POINT;

SOUTH 44°29'06" EAST 309.11 FEET TO A POINT;

SOUTH 72°35'09" EAST 163.75 FEET TO A POINT;

SOUTH 83°59'21" EAST 216.97 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 17; THENCE ALONG SAID LINE

SOUTH 0°00'00" WEST 76.98 FEET TO THE POINT OF INTERSECTION WITH THE 1867 SOUTHERLY MEANDER LINE OF THE BOISE RIVER; THENCE ALONG SAID MEANDER LINE

NORTH 88°41'25" WEST (FORMERLY NORTH 88°30' WEST) 550.25 FEET TO THE POINT OF INTERSECTION WITH THE LINE OF APPARENT POSSESSION; THENCE ALONG SAID POSSESSION LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 39°24'44" WEST 27.25 FEET TO A POINT;

NORTH 54°00'31" WEST 205.80 FEET TO A POINT;

SOUTH 80°31'15" WEST 1659.79 FEET (FORMERLY SOUTH 80°31'09" WEST, 1659.98 FEET) TO A POINT;

SOUTH 83°32'56" WEST (FORMERLY SOUTH 83°31'56" WEST) 922.50 FEET TO A POINT;

NORTH 86°13'46" WEST 249.12 FEET TO THE POINT OF INTERSECTION OF THE 1867 SOUTHERLY MEANDER LINE OF THE BOISE RIVER; THENCE ALONG SAID LINE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 77°00' WEST 500.36 FEET TO A POINT;

SOUTH 87°39'35" WEST 386.88 FEET TO THE POINT OF INTERSECTION WITH THE LINE OF APPARENT POSSESSION; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 84°52'29" WEST 40.05 FEET TO A POINT;

SOUTH 34°16'07" WEST 338.72 FEET TO A POINT;

SOUTH 42°47'01" WEST 110.81 FEET TO THE POINT OF INTERSECTION WITH THE 1867 SOUTHERLY MEANDER LINE OF THE BOISE RIVER; THENCE ALONG SAID LINE

SOUTH 70°38'02" WEST 496.77 FEET TO THE POINT OF INTERSECTION WITH THE LINE OF APPARENT POSSESSION; THENCE ALONG SAID LINE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87°15'56" WEST 48.42 FEET TO A POINT;

SOUTH 89°32'01" WEST 145.33 FEET TO THE POINT OF INTERSECTION WITH A NORTH/SOUTH FENCE LINE MARKING THE WEST LINE OF SAID SECTION 17; THENCE ALONG SAID FENCE LINE

NORTH 00°31'72" EAST 73.32 FEET TO THE TRUE POINT OF BEGINNING.

AND INCLUDING THAT PROPERTY CONTAINED IN QUITCLAIM DEED, RECORDED MAY 31, 2013, AS INSTRUMENT NO. 113060017, RECORDS OF ADA COUNTY, IDAHO.

EXCEPT A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE

WEST 432.3 FEET; THENCE

SOUTH 300 FEET; THENCE

EAST 432.3 FEET PARALLEL TO THE NORTH BOUNDARY; THENCE

NORTH 300 FEET PARALLEL TO THE WEST BOUNDARY, TO THE REAL POINT OF BEGINNING.

EXCEPTING ANY PORTION LYING WITHIN CHANNEL CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 73 OF PLATS AT PAGES 7602 AND 7603, RECORDS OF ADA COUNTY, IDAHO.

EXCEPT ANY PORTION CONVEYED TO THE STATE OF IDAHO ON SEPTEMBER 28, 1994, AS INSTRUMENT NOS. 94087326, 94087327 AND ON MAY 22, 1995, AS INSTRUMENT NO. 95034589 AND AMENDED BY AFFIDAVIT RECORDED JUNE 1, 1999, AS INSTRUMENT NO. 99054882.

EXCEPT ANY PORTION CONVEYED TO THE STATE OF IDAHO IN SECOND JUDGMENT AND DECREE OF CONDEMNATION, RECORDED SEPTEMBER 10, 1998, AS INSTRUMENT NO. 98086864.

FURTHER EXCEPTING THEREFROM:

A PORTION OF THE NORTH HALF OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, AND RUNNING THENCE

NORTH 89°51'13" WEST 2665.59 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION; THENCE

NORTH 1°11'45" EAST 377.81 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION TO THE PROPERTY LINE AGREED UPON BY WARREN AND MACE AS SHOWN ON RECORD OF SURVEY NO. 306 AND RECORDED AS INSTRUMENT NO. 8151134, RECORDS OF ADA COUNTY, IDAHO (SAID POINT ALSO BEING THE POINT OF BEGINNING); THENCE

NORTH 84°27'59" EAST 45.70 FEET ALONG SAID PROPERTY LINE; THENCE

NORTH 1°11'45" EAST 914.86 FEET; THENCE

SOUTH 88°02'37" WEST 320.34 FEET; THENCE

SOUTH 12°42'09" WEST 168.79 FEET; THENCE

SOUTH 1°11'45" WEST 773.56 FEET TO SAID PROPERTY LINE; THENCE

NORTH 84°27'59" EAST 310.27 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION IN SECTION 17, LYING SOUTHERLY OF MACE ROAD.

EXCEPT ANY PORTION LYING WITHIN THE LAND DESCRIBED IN QUITCLAIM DEED RECORDED AUGUST 11, 1998, AS INSTRUMENT NO. 98076971 FROM MAXINE E. MACE, PERSONAL REPRESENTATIVE OF THE ESTATE OF LEONARD C. MACE, AND MAXINE E. MACE, A WIDOW.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 1, 2, & 8; THE NORTH HALF OF THE NORTHWEST QUARTER; AND THE BED OF THE 1867 NORTH CHANNEL OF THE BOISE RIVER OF SECTION 17; TOWNSHIP 4 NORTH; RANGE 1 EAST; BOISE MERIDIAN; EAGLE CITY; ADA COUNTY; IDAHO; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER-SECTION CORNER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, FROM WHICH THE NORTHEAST CORNER OF SECTION 17 BEARS NORTH 00°55'42" EAST, 2640.97 FEET; THENCE

SOUTH 00°55'56" WEST, 42.86 FEET ALONG THE EAST LINE OF GOVERNMENT LOT 8; THENCE, AT A RIGHT ANGLE,

NORTH 89°04'04" WEST, 52.72 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH EAGLE ROAD (HIGHWAY 55) AND THE MACE/WARREN PROPERTY LINE PER AGREEMENT (RECORD OF SURVEY 306 INSTRUMENT NUMBER 8151134, QUITCLAIM DEED INSTRUMENT NUMBER 98076971, RECORD OF SURVEY 2500 INSTRUMENT NUMBER 9342159, AND RECORD OF SURVEY 425 INSTRUMENT NUMBER 8251977, RECORDS OF ADA COUNTY, IDAHO) AND THE BOUNDARY OF TWO RIVERS SUBDIVISION (BOOK 80 OF PLATS AT PAGES 8661 THRU 8665, RECORDS OF ADA COUNTY, IDAHO), THE POINT OF BEGINNING: THENCE

NORTH 45°56'11" WEST, 361.20 FEET ALONG SAID MACE/WARREN PROPERTY LINE AND SAID BOUNDARY OF TWO RIVERS SUBDIVISION TO THE BOUNDARY OF TWO RIVERS SUBDIVISION NO. 4 (BOOK 84 OF PLATS AT PAGES 9314 & 9315, RECORDS OF ADA COUNTY, IDAHO); THENCE

NORTH 36°57'13" WEST, 409.15 FEET ALONG SAID MACE/WARREN PROPERTY LINE AND SAID BOUNDARY OF TWO RIVERS SUBDIVISION NO. 4; THENCE

NORTH 53°06'35" WEST, 205.76 FEET ALONG SAID MACE/WARREN PROPERTY LINE AND SAID BOUNDARY OF TWO RIVERS SUBDIVISION NO. 4; THENCE

SOUTH 81°27'28" WEST, 1502.60 FEET ALONG SAID MACE/WARREN PROPERTY LINE, SAID BOUNDARY OF TWO RIVERS SUBDIVISION NO. 4, AFORESAID BOUNDARY OF TWO RIVERS SUBDIVISION, AND THE BOUNDARY OF TWO RIVERS SUBDIVISION NO. 5 (BOOK 85 OF PLATS AT PAGES 9522 THRU 9524, RECORDS OF ADA COUNTY, IDAHO); THENCE

NORTH 08°32'27" WEST, 150.60 FEET; THENCE

NORTH 30°28'04" WEST, 115.64 FEET; THENCE

NORTH 44°50'00" WEST, 50.00 FEET; THENCE

SOUTH 45°10'00" WEST, 88.82 FEET; THENCE 51.43 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS 75.00 FEET, A CENTRAL ANGLE OF 39°17'19", A CHORD BEARING OF

SOUTH 64°48'39" WEST, AND A CHORD LENGTH OF 50.43 FEET; THENCE

SOUTH 84°27'18" WEST, 26.21 FEET; THENCE

NORTH 05°32'42" WEST, 125.00 FEET; THENCE

SOUTH 84°27'18" WEST, 90.00 FEET; THENCE

NORTH 05°32'06" WEST, 64.77 FEET; THENCE

NORTH 09°39'41" WEST, 87.94 FEET; THENCE

NORTH 05°25'32" EAST, 64.47 FEET; THENCE

NORTH 22°29'15" EAST, 139.46 FEET; THENCE

NORTH 01°17'52" EAST, 74.14 FEET; THENCE

SOUTH 88°54'16" EAST, 62.62 FEET; THENCE

NORTH 84°54'46" EAST, 177.82 FEET; THENCE

SOUTH 10°44'05" EAST, 79.17 FEET; THENCE

SOUTH 19°16'29" EAST, 94.69 FEET; THENCE

SOUTH 28°27'24" EAST, 89.40 FEET; THENCE

SOUTH 33°40'54" EAST, 91.27 FEET; THENCE

SOUTH 04°50'05" EAST, 93.90 FEET; THENCE

NORTH 71°42'38" EAST, 157.12 FEET; THENCE

NORTH 81°27'07" EAST, 50.00 FEET; THENCE

SOUTH 08°32'53" EAST, 5.76 FEET; THENCE

NORTH 81°27'07" EAST, 125.00 FEET; THENCE

NORTH 13°59'40" WEST, 107.46 FEET; THENCE

NORTH 31°16'04" WEST, 104.53 FEET; THENCE

NORTH 35°37'39" WEST, 82.94 FEET; THENCE

NORTH 25°34'13" WEST, 74.78 FEET; THENCE

NORTH 10°10'43" WEST, 75.85 FEET; THENCE

NORTH 05°13'16" WEST, 94.00 FEET; THENCE

SOUTH 84°54'46" WEST, 23.37 FEET; THENCE

NORTH 05°05'14" WEST, 240.00 FEET; THENCE

SOUTH 84°54'46" WEST, 434.45 FEET; THENCE

NORTH 88°54'16" WEST, 779.72 FEET; THENCE

NORTH 79°35'43" WEST, 759.22 FEET; THENCE

NORTH 63°18'53" WEST, 239.05 FEET; THENCE

NORTH 00°21'30" WEST, 407.19 FEET TO THE LEFT BANK OF THE NORTH CHANNEL OF THE BOISE RIVER AS ESTABLISHED IN 1982 (RECORD OF SURVEY 425 INSTRUMENT NUMBER 8251977 AND QUITCLAIM DEED INSTRUMENT NUMBER 8312942, RECORDS OF ADA COUNTY, IDAHO); THENCE

NORTH 86°48'53" EAST, 630.23 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 80°30'24" EAST, 247.54 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 76°37'11" EAST, 1125.12 FEET ALONG SAID LEFT BANK; THENCE

NORTH 83°17'46" EAST, 190.62 FEET ALONG SAID LEFT BANK; THENCE

NORTH 70°07'07" EAST, 276.81 FEET ALONG SAID LEFT BANK; THENCE

NORTH 88°41'37" EAST, 259.64 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 81°59'32" EAST, 208.09 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 69°03'40" EAST, 224.67 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 57°07'54" EAST, 225.83 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 25°43'19" EAST, 265.96 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 19°09'37" EAST, 343.26 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 18°22'28" EAST, 408.21 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 43°33'26" EAST, 309.11 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 71°39'29" EAST, 163.75 FEET ALONG SAID LEFT BANK; THENCE

SOUTH 83°03'41" EAST, 154.63 FEET ALONG SAID LEFT BANK TO THE WEST RIGHT-OF-WAY LINE OF SOUTH EAGLE --- ROAD (HIGHWAY 55) (STATE OF IDAHO EASEMENT NO. 5946, RECORDS OF IDAHO DEPARTMENT OF LANDS); THENCE

SOUTH 00°54'39" WEST, 83.70 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH EAGLE ROAD (HIGHWAY 55); THENCE

SOUTH 00°54'08" WEST, 218.99 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH EAGLE ROAD (HIGHWAY 55) (AFFIDAVIT INSTRUMENT NUMBER 99054882, RECORDS OF ADA COUNTY, IDAHO); THENCE

SOUTH 00°58'07" WEST, 246.23 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH EAGLE ROAD (HIGHWAY 55); THENCE

SOUTH 06°55'04" EAST, 71.12 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH EAGLE ROAD (HIGHWAY 55) TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPTING THEREFROM ANY PORTION OF SAID PROPERTY CONVEYED TO ADA COUNTY HIGHWAY DISTRICT BY WARRANTY DEED RECORDED JUNE 6, 2013, AS INSTRUMENT NO. 113062806, RECORDS OF ADA COUNTY, IDAHO.

Loan No. 9043632-9001

FOURTH LOAN MODIFICATION AGREEMENT

This Fourth Loan Modification Agreement (the "Agreement") is made and entered into this 13 day of October, 2014 (the "Effective Date"), by and between Gardner Mace Ranch, L.C., a Utah limited liability company, whose address is 90 South 400 West, Suite 360, Salt Lake City, Utah 84101 ("Mace Ranch"), SJTC Nampa, L.C., a Utah limited liability company, whose address is 90 South 400 West, Suite 360, Salt Lake City, Utah 84101 ("SJTC"), and Zions First National Bank, a national banking association, whose address is One South Main Street, Suite 470, Salt Lake City, Utah 84133 ("Lender").

RECITALS

A. Lender and Mace Ranch entered into a Term Loan Agreement dated February 19, 2013 (the "Loan Agreement"), whereby Lender agreed to make a term loan to Mace Ranch in the original principal amount of Three Million One Hundred Twenty-Five Thousand Dollars (\$3,125,000.00) (the "Loan"). Pursuant to the First Modification Agreement (as such term is hereinafter defined), SJTC was added as a Borrower under the Loan and the Loan is currently evidenced by a Renewal and Substitute Promissory Note dated July 16, 2013 executed by Mace Ranch and SJTC (collectively "Borrower") for the benefit of Lender, and which is in the original principal amount of Three Million One Hundred Twenty-Five Thousand Dollars (\$3,125,000.00) (the "Original Note"). As a result of various payments, the outstanding principal amount of the Loan is \$1,506,571.00.

B. Borrower's obligations under the Original Note are secured by, among other things, the collateral described in the Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated February 19, 2013, executed by Mace Ranch, as "Grantor," to First American Title and Escrow Company, as "Trustee", for the benefit of Lender, as "Beneficiary," and which was recorded in the office of the County Recorder of Ada County, State of Idaho, on February 20, 2013, as Instrument No. 113018934, as modified pursuant to that certain Supplemental Trust Deed dated July 16, 2013, which was recorded in the office of the County Recorder of Ada County, State of Idaho, on July 17, 2013, as Instrument No. 113080321 (collectively the "Trust Deed"). The Trust Deed encumbers real property located in Ada County, State of Idaho, and more particularly described in the Trust Deed (the "Property").

The Loan Agreement, Original Note, Trust Deed, First Modification Agreement (as such term is hereinafter defined), Second Modification Agreement (as such term is hereinafter defined), Third Modification Agreement (as such term is hereinafter defined) and all other documents defined as Loan Documents in the Loan Agreement, are hereinafter collectively referred to as the "Loan Documents".

C. The Loan Documents were amended by (i) a Loan Modification Agreement dated July 16, 2013, executed by and between Borrower and Lender (the "First Modification Agreement"),

(ii) a Second Loan Modification Agreement dated October 22, 2013, executed by and between Borrower and Lender (the "Second Modification Agreement"), and (iii) a Third Loan Modification Agreement dated September 3, 2014, executed by and between Borrower and Lender (the "Third Modification Agreement").

D. Lender and Borrower now desire to modify the Loan Documents on the terms set forth below.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Borrower and Lender agree as follows:

1. **Reaffirmation.** Borrower and Lender agree and acknowledge that it was the intention at the time of the execution of the Trust Deed that the Trust Deed encumber the Property as a first lien on the Property, securing the Loan, and it continues to be the intention that the Trust Deed, as amended and supplemented, continues, without interruption, to encumber the Property as a first lien on the Property, securing the Loan.

2. **Renewal Note.** In connection with this Agreement, Borrower agrees to execute and deliver to Lender a Second Renewal and Substitute Promissory Note in a form and substance acceptable to Lender dated the Effective Date, in the original principal amount of Two Million Five Hundred Twelve Thousand Two Hundred Forty-Two Dollars (\$2,512,242.00) (the "Renewal Note"), which Renewal Note replaces the Original Note.

3. **Amendment to Loan Agreement.** The Loan Agreement is hereby amended as follows:

a. Section 1.1.17 (definition of "Individual Guarantor") of the Loan Agreement is hereby deleted in its entirety.

b. The following definitions in Article 1, Definitions, of the Loan Agreement shall be deleted in their entirety and replaced with the following:

1.1.14 "Guarantor" means individually and collectively Gardner Company and Gardner Property Holdings.

1.1.23 "Maturity Date" means December 1, 2017, the date on which the Principal Indebtedness and all accrued and unpaid interest shall be due and payable in full.

1.1.25 "Note" means the Second Renewal and Substitute Promissory Note dated October 17, 2014, and executed in connection with the

Loan, and all renewals, extensions, modifications, and replacements thereof.

1.1.30 "Principal Amount" means Two Million Five Hundred Twelve Thousand Two Hundred Forty-Two Dollars (\$2,512,242.00).

c. The following Section is hereby added to Article 1, Definitions, of the Loan Agreement:

1.1.44 "Lot" means any one of the single family residential lots within "Phase I" of the Project as such lots and Phase are depicted on the Plat.

d. The second paragraph only (related to Individual Guarantor) of Section 4.3, Guarantor Authorization, of the Loan Agreement is hereby deleted in its entirety.

e. The third paragraph only (related to Guarantor's semi-annual financial statements) of Section 4.4, Guarantor Financial Statements and Reports, of the Loan Agreement shall be deleted in its entirety and replaced with the following:

Semi-annual financial statements of each Guarantor prepared by each Guarantor for each fiscal year of Guarantor, in the form delivered to Lender in connection with the underwriting of the Loan, to be delivered to Lender on or before May 1 and July 31 of each fiscal year during the term of the Loan. The semi-annual financial statements shall include a certification by such Guarantor that the semi-annual financial statements have been prepared in general accordance with generally accepted accounting principles consistently applied (i.e., in the same form previously delivered to Lender in connection with the underwriting of the Loan), or other accounting standards acceptable to Lender, and accurately represent the actual financial condition of such Guarantor as of the date of such financial statements in all material respects, and accurately represent the results of operations for the period covered in all material respects. The financial statements provided by Gardner Guarantor may be consolidated statements.

f. The following Sections are hereby added to Article 4, Guaranty, of the Loan Agreement:

4.9 Minimum Liquidity. Gardner Guarantor and its affiliates shall maintain at all times aggregate Liquidity of not less than Ten Million Dollars (\$10,000,000.00), measured quarterly. For each calendar quarter during the term of the Loan, and within thirty (30) days of the

end of each such calendar quarter, Borrower shall provide Lender with evidence satisfactory to Lender substantiating such ownership and value. Quarterly, Gardner Guarantor shall confirm to Lender, in a writing signed by a manager of Gardner Guarantor, Gardner Guarantor's continuing ownership of all of the non-managing member units comprising the HCPI Securities.

For purposes of this Section 4.9, Liquidity means (a) the sum of unencumbered and unrestricted cash and cash equivalents per generally accepted accounting principles consistently applied, plus the value of the HCPI Securities, less (b) all indebtedness outstanding under any unsecured or partially secured line of credit or other short term credit facility.

For purposes of this Section 4.9, such liquid assets of any Gardner Guarantor affiliate shall be included in the calculation of "Liquidity" so long as (a) Gardner Guarantor (or such limited liability company subsidiary) is the managing general partner or managing member or the majority shareholder, as applicable, with sole authority (or joint authority with the Boyer Company if the Boyer Company has an ownership and management interest in such affiliate) to make distributions to Gardner Guarantor of its pro rata share of the Liquidity, and (b) there exists no contractual or other restriction which would limit or preclude distribution (other than liquidity covenants made in favor of Gardner Guarantor's lenders), no less frequently than quarterly, to Gardner Guarantor of its pro rata share of the Liquidity of such affiliate, provided, however, the Liquidity of such affiliate shall only be included in computing compliance under this Section 4.9, to the extent of Gardner Guarantor's pro rata ownership interest in such affiliate. For purposes of the foregoing subsection (b), a distribution shall be considered restricted (and thereby) not counted in the calculation of Liquidity) only to the extent that, and in an amount equal to, the specific restrictions placed upon distributions in the applicable document (e.g., if a Gardner Guarantor affiliate must maintain a minimum Liquidity of One Million Dollars (\$1,000,000.00) according to its operating documents or any other contractual provision (other than a liquidity covenant in favor of a lender) and such entity has a Liquidity of Two Million Dollars (\$2,000,000.00), then presuming there are no other restrictions on distribution, Gardner's Guarantor's pro rata share of One Million Dollars (\$1,000,000.00) may be counted towards satisfaction of the requirements of this Section 4.9).

- 4.10 Creation of Trusts and Transfers to Trusts. Guarantor acknowledges it is subject to the limitations on creation of trusts and transfers to trust pursuant to Section 6.27 of this Agreement.

g. The following Sections are hereby added to Article 6, Covenants of Borrower, of the Loan Agreement:

- 6.26 Controlled Substances. Borrower will at all times during the term of the Loan cause the Project to comply with the terms of Section 8.17 of the Trust Deed.
- 6.27 Creation of Trusts and Transfers to Trusts. Neither Borrower nor any Guarantor shall create as settlor any trust, or transfer any assets into any trust, without giving written notice to Lender at least ninety (90) days prior to such creation or transfer. That notice shall describe in reasonable detail the trust to be created and/or the asset transfer to be made. Failure by any such settlor to provide that notice shall be an Event of Default under this Agreement and the Loan.

Neither Borrower nor any Guarantor shall create as settlor any actual or purported spendthrift trust, asset protection trust or any other trust intended by its terms or purpose (or having the effect) to protect assets from creditors or to limit the rights of existing or future creditors (an "Asset Protection Trust") without the prior written consent of Lender. Lender may withhold that consent in Lender's sole discretion. Creation of any Asset Protection Trust, and each transfer of assets thereto, by any such settlor without Lender's prior written consent: (a) shall be an Event of Default under this Agreement and the Loan, (b) shall have the effect of, and shall be deemed as a matter of law, regardless of that settlor's solvency, of having been made by that settlor with the actual intent of hindering and delaying and defrauding Lender as that settlor's creditor, and (c) shall constitute a fraudulent transfer that is unenforceable and void (not merely voidable) as against Lender.

With respect to each such fraudulent transfer, Lender shall have all the rights and remedies provided by state fraudulent transfer laws, or otherwise provided at law or equity. Lender shall have the right to obtain an ex parte court order directing the trustee of the Asset Protection Trust to give Lender written notice a reasonable time (of no less than ten (10) business days) prior to making any distribution from said trust. Nothing in this Section 6.27 shall limit or affect any rights or remedies otherwise provided to Lender by law, equity or any contract.

h. Article 7, Partial Releases, of the Loan Agreement shall be deleted in its entirety and replaced with the following:

7.1 Release of Phases and Lots. Lender shall execute and deliver from time to time when requested in writing by Borrower partial releases of the lien of the Trust Deed as it relates to Phases and/or Lots within the Project on the following terms and conditions:

7.1.1 Lender shall be given at least five (5) business days prior written notice of Borrower's request for each partial release of a Phase or Lot.

7.1.2 With each request for partial release, Borrower shall designate the Phase or Lot for which a release is requested and the closing date for such Phase or Lot release.

7.1.3 Upon each request for partial release of a Phase, Lender shall obtain an updated Appraisal satisfactory to Lender, at Borrower's sole cost and expense, establishing the "as-is" value of the Phase to be released and the value of the Phases to remain as Collateral for the Loan. These values shall be used by Lender in the exercise of its sole discretion to establish an allocated Loan amount to be used in the calculation of release prices for Phases as set forth in Section 7.1.6 of this Agreement. As a condition to any releases, the Phases remaining as Collateral for the Loan must maintain a Loan to value ratio of not greater than fifty percent (50%) as calculated by Lender based on the updated Appraisal and taking into account the application of the Release Proceeds to be paid for the Phase requested to be released and the related reduction of the Loan balance. If the Phases remaining as Collateral fail to meet the required fifty percent (50%) Loan to value ratio, Borrower may make a principal reduction payment in an amount calculated by Lender to meet the Loan to value ratio in order to facilitate the release. Such principal reduction payment shall not count toward satisfaction of any Mandatory Payment requirement.

7.1.4 There shall be no Event of Default; provided that Lender may, in Lender's sole discretion, release one or more of the Phases or Lots from the lien of the Trust Deed notwithstanding the existence of such Event of Default and

any such release so made shall be deemed to have been made pursuant and subject to this Agreement.

7.1.5 The cost incurred by Lender in connection with each partial release, including reasonable Lender's attorneys' fees, shall be paid by Borrower.

7.1.6 Contemporaneously with the delivery to Borrower of each partial release of a Phase, Borrower shall pay to Lender the following release price: the release price for any Phase shall be an amount equal to one hundred thirty percent (130%) of the prorated amount of the Loan as of the Closing Date, as allocated by Lender, in Lender's sole discretion, to the Phase to be released.

Contemporaneously with the delivery to Borrower of each partial release of a Lot, Borrower shall pay to Lender an amount allocated by Lender to the Lot to be released, as set forth in Exhibit C which is incorporated into this Agreement by this reference (collectively, the release price paid whether for a Lot or a Phase is the "Release Proceeds").

7.1.7 The Release Proceeds shall be paid directly to Lender by the Title Company or other closing agent closing the release of the Phase or Lot and applied by Lender toward satisfaction of the Mandatory Payment due. If the Mandatory Payment for the quarter has been satisfied, any excess Release Proceeds shall be applied toward satisfaction of the quarterly Mandatory Payment next due.

7.1.8 If, after the release of a Phase and payment of the allocated Loan amount, the remaining Collateral maintains a Loan to value ratio of not greater than fifty percent (50%), then the remaining amount of the accelerated payment shall be used to satisfy future Mandatory Payments.

i. Section 8.1.13, Status of Guarantor, of the Loan Agreement shall be deleted in its entirety and replaced with the following:

8.1.13 Status of Guarantor. If any Guarantor who is an officer, manager, partner, or member of Borrower, withdraws, resigns from, or is terminated or otherwise discharged by Borrower as an officer, manager, partner, or member of Borrower, or if any Gardner Guarantor becomes dissolved or terminated, as the case may be, and

acceptable replacement guarantors, as determined by Lender in its sole and absolute discretion, do not execute and deliver to Lender a continuing guaranty of the Loan, substantially in the same form as the Continuing Guaranty, within ninety (90) days of the withdrawal, resignation, termination, or discharge of such Guarantor, in Lender's sole and absolute discretion.

- j. The following is hereby added to the Loan Agreement as Exhibit C:

EXHIBIT C

Mace Ranch Phase I Remaining Lot Release Price Schedule

<u>Lot</u>	<u>Block</u>	<u>Approx. Sq. Ft.</u>	<u>Release Price</u>
4	1	11,912	\$31,434
9	1	12,673	\$31,434
13	1	15,214	\$35,268
15	1	12,940	\$32,712
17	1	32,232	\$37,057
18	1	20,384	\$37,568
22	1	22,566	\$41,912
27	1	19,030	\$41,657
9	2	12,559	\$37,823
10	2	12,996	\$39,101
12	2	12,965	\$39,101
13	2	13,368	\$39,101
2	3	12,553	\$35,523

4. **Supplemental Trust Deed.** In connection with this Agreement, Borrower shall execute and deliver to Lender a Second Supplemental Trust Deed in a form and content acceptable to Lender, wherein the Trust Deed is amended to, among other things, include in the indebtedness secured by such document, the Renewal Note, which replaces the Original Note.

5. **Amendment to Loan Documents.** The Loan Documents are hereby amended as follows:

a. **Renewal Note.** To the extent not otherwise provided in this Agreement, the Loan Documents are hereby amended to include in the indebtedness secured by the Collateral, the obligation under the Renewal Note, which replaces the Original Note. In particular and not by way of limitation, Lender and Borrower agree and acknowledge that the Renewal Note is secured by the Trust Deed, as amended, supplemented and modified.

b. Extension of Term of Loan Documents. Subject to the provisions of Section 6 of this Agreement and to the extent not otherwise provided in this Agreement and to the extent necessary, the Loan Documents are hereby amended to provide that the outstanding principal amount of the Renewal Note, together with all accrued but unpaid interest thereon, shall be due and payable in full on December 1, 2017. Interest on the unpaid principal amount of the Renewal Note shall continue to accrue at the interest rate set forth in the Renewal Note and in the manner specified in the Renewal Note.

c. Release of Individual Guarantor. Kem C. Gardner is hereby fully and unconditionally released from any and all obligations under the Continuing Guaranty. Accordingly, the Loan Documents are hereby amended to reflect the release of Kem C. Gardner as a guarantor of Borrower's obligations under the Loan.

d. Amendments. To the extent not otherwise provided in this Agreement, the Loan Documents are hereby amended to be consistent with all of the terms and conditions of this Agreement.

6. Conditions to Loan Modification. This Agreement shall become effective from and after the satisfaction of each of the following conditions to Lender's satisfaction:

a. Prior to or concurrently with the execution of this Agreement, Borrower shall have paid to Lender a non-refundable loan modification fee in the amount of \$18,842.00, and an amount equal to all legal fees and expenses incurred by Lender in connection with this Agreement.

b. Borrower shall have provided Lender an endorsement to the Title Policy, which endorsement must be acceptable in form and content to Lender and Lender's counsel and must provide that (1) the Trust Deed continues to constitute a first lien against the Property subject only to the exceptions to title listed on Schedule B - Part I of the Title Policy; and (2) the Trust Deed, as amended, supplemented and extended, continues to secure the Renewal Note pursuant to this Agreement.

c. Each respective Borrower shall have executed and delivered the following documents to Lender: (i) this Agreement, (ii) the Renewal Note, and (iii) the Second Supplemental Trust Deed. The Second Supplemental Trust Deed has been recorded in the office of the County Recorder of Ada County, State of Idaho.

d. Guarantor shall have consented to the modification of the Loan and the execution of this Agreement by Borrower and Lender and the release of Individual Guarantor Kem C. Gardner, by Guarantor executing the form of Consent Agreement attached hereto as Exhibit A and incorporated herein by this reference.

7. Survival of Obligations; Continuation of Terms of Loan Documents. Lender and Borrower agree that the Trust Deed, together with all of Borrower's obligations thereunder, shall, except to the extent expressly modified by this Agreement, remain in full force and effect and

survive the execution of this Agreement. Except as expressly modified by this Agreement, all terms and conditions of the Loan Documents shall continue in full force and effect.

8. **Execution of Additional Documents.** Borrower hereby agrees to sign such further and additional documents and instruments as Lender may require to give full effect to this Agreement.

9. **Representations, Warranties, Covenants and Agreements.** Borrower represents, warrants, and agrees that the representations, warranties, covenants and agreements of Borrower contained in the Loan Documents (a) are true and accurate as of the date of this Agreement, (b) are hereby remade and reaffirmed by Borrower, and (c) are in full force and effect as of the date of this Agreement, enforceable in accordance with their terms. Borrower further represents and warrants that Borrower is not in default under any of the terms and conditions of the Loan Documents, and no conditions exist which, with the passage of time, the giving of notice, or both, would constitute a default under the Loan Documents.

10. **Defined Terms.** Unless otherwise defined in this Agreement, capitalized terms used herein have the meanings given them in the Loan Agreement.

11. **Governing Law.** This Agreement and all matters relating to this Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah. Notwithstanding the foregoing, the laws of the State of Idaho shall govern matters arising hereunder concerning the procedures for the exercise of remedies against the Property and enforcement of the Trust Deed.

12. **Integrated Agreement and Subsequent Amendment.** The Loan Documents, the Renewal Note and the other agreements, documents, obligations, and transactions contemplated by the Loan Agreement and this Agreement, constitute the entire agreement between Lender and Borrower with respect to the subject matter of the agreements, and may not be altered or amended except by written agreement signed by Lender and Borrower. PURSUANT TO UTAH CODE SECTION 25-5-4, BORROWER IS NOTIFIED THAT THESE AGREEMENTS ARE A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN LENDER AND BORROWER AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

13. **Waiver of Defenses and Release of Claims.** Borrower hereby (i) represents that neither Borrower nor any affiliate or principal of Borrower has any defenses to or setoffs against any indebtedness or other obligations owing by Borrower, or by Borrower's affiliates or principals, to Lender or Lender's affiliates (the "Obligations"), nor any claims against Lender or Lender's affiliates for any matter whatsoever, related or unrelated to the Obligations, and (ii) releases Lender and Lender's affiliates, officers, directors, employees and agents from all claims, causes of action, and costs, in law or equity, known or unknown, whether or not matured or contingent, existing as of the date hereof that Borrower has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this

Agreement. The foregoing release does not apply, however, to claims for future performance of express contractual obligations that mature after the date hereof that are owing to Borrower by Lender or Lender's affiliates. Borrower acknowledges that Lender has been induced to enter into or continue the Obligations by, among other things, the waivers and releases in this Section 13.

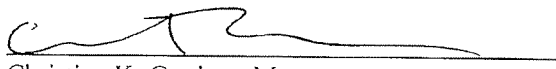
*[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]*

DATED: October 13, 2014.

BORROWERS

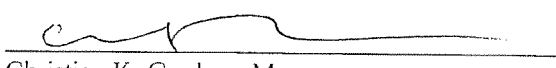
GARDNER MACE RANCH, L.C.,
a Utah limited liability company

By: KC Gardner Company, L.C.,
a Utah limited liability company,
Manager of Gardner Mace Ranch, L.C.

By: 
Christian K. Gardner, Manager

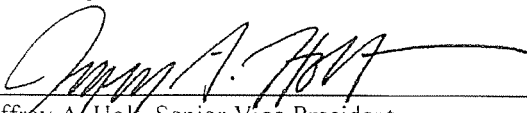
SJTC NAMPA, L.C.,
a Utah limited liability company

By: KC Gardner Company, L.C.,
a Utah limited liability company,
Manager of SJTC Nampa, L.C.

By: 
Christian K. Gardner, Manager

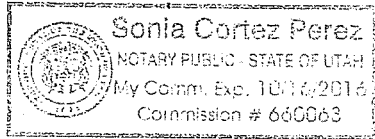
LENDER

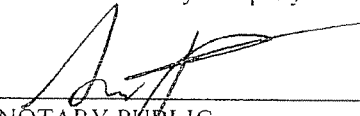
ZIONS FIRST NATIONAL BANK.
a national banking association

By: 
Jeffrey A. Hok, Senior Vice President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13 day of October, 2014, by Christian K. Gardner, Manager of KC Gardner Company, L.C., a Utah limited liability company, Manager of Gardner Mace Ranch, L.C., a Utah limited liability company.

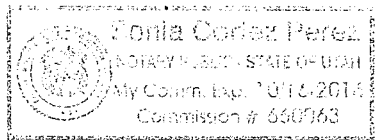




NOTARY PUBLIC
Residing in Salt Lake County, State of Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13 day of October, 2014, by Christian K. Gardner, Manager of KC Gardner Company, L.C., a Utah limited liability company, Manager of SJTC Nampa, L.C., a Utah limited liability company.

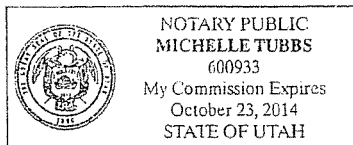


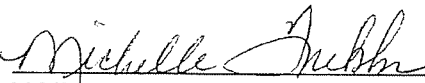


NOTARY PUBLIC
Residing in Salt Lake County, State of Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16 day of October, 2014, by Jeffrey A. Holt, Senior Vice President of Zions First National Bank, a national banking association.





NOTARY PUBLIC
Residing in Salt Lake County, State of Utah

EXHIBIT A

CONSENT AGREEMENT

KC Gardner Company, L.C., a Utah limited liability company, and Gardner Property Holdings, L.C., a Utah limited liability company (individually and collectively "Guarantor"), pursuant to a Continuing Guaranty dated February 19, 2013 (the "Guaranty"), jointly and severally have guaranteed the obligations of Gardner Mace Ranch, L.C., a Utah limited liability company ("Mace Ranch"), and SJTC Nampa, L.C., a Utah limited liability company (collectively "Borrower"), to Zions First National Bank, a national banking association ("Lender"), under a Renewal and Substitute Promissory Note dated July 16, 2013, from Borrower in favor of Lender (the "Original Note"), in the original principal amount of Three Million One Hundred Twenty-Five Thousand Dollars (\$3,125,000.00) (the "Loan"), and a Term Loan Agreement dated February 19, 2013, entered into between Mace Ranch and Lender, as modified pursuant to (i) a Loan Modification Agreement dated July 16, 2013, entered into between Borrower and Lender, (ii) a Second Loan Modification Agreement dated October 22, 2013, entered into between Borrower and Lender, and (iii) a Third Loan Modification Agreement dated September 3, 2014, entered into between Borrower and Lender (collectively the "Loan Agreement"). The Loan Agreement, Original Note, and all other documents defined as Loan Documents in the Loan Agreement, are hereinafter collectively referred to as the "Loan Documents." Capitalized terms hereinafter used have the meaning given them in the Loan Documents.

Borrower and Lender now desire to modify the Loan Documents by Borrower and Lender executing a Fourth Loan Modification Agreement dated October 13, 2014 (the "Modification Agreement") and by Borrower executing the Renewal Note, as such term is defined in the Modification Agreement. Pursuant to the Modification Agreement, the Loan Documents are being amended to, among other things, (i) increase the principal amount of the Loan from \$1,506,571.00 to Two Million Five Hundred Twelve Thousand Two Hundred Forty-Two Dollars (\$2,512,242.00), (ii) extend the maturity date of the Loan from December 1, 2014 to December 1, 2017, (iii) release Kem C. Gardner as a guarantor under the Loan, and (iv) add various additional covenants to the Loan Documents.

Guarantor has received a copy of the Modification Agreement to which this Consent Agreement is an exhibit. Guarantor has had the opportunity to review the Modification Agreement and the opportunity to consult with legal counsel. Guarantor has determined that it is in Guarantor's best interest to consent to the execution of the Modification Agreement and that Guarantor will be directly and indirectly benefitted from the execution of the Modification Agreement. Guarantor acknowledges that Lender is relying upon the consent of Guarantor to the Modification Agreement.

NOW, THEREFORE, for and in consideration of Lender agreeing to amend the Loan Documents in accordance with the terms of the Modification Agreement, Guarantor does hereby consent to the Modification Agreement, including without limitation the release of Kem C. Gardner as a guarantor under the Loan. Guarantor does hereby further affirm and reaffirm its joint and

several guarantee under the Guaranty of Borrower's obligations under the Loan Documents, as amended, including without limitation the obligations of Borrower under the Renewal Note.

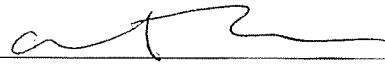
As part of this Consent Agreement, Guarantor hereby (i) represents that neither Guarantor nor any affiliate or principal of Guarantor has any defenses to or setoffs against any indebtedness or other obligations owing by Guarantor, or by Guarantor's affiliates or principals, to Lender or Lender's affiliates (the "Obligations"), nor any claims against Lender or Lender's affiliates for any matter whatsoever, related or unrelated to the Obligations, and (ii) releases Lender and Lender's affiliates, officers, directors, employees and agents from all claims, causes of action, and costs, in law or equity, known or unknown, whether or not matured or contingent, existing as of the date hereof that Guarantor has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this Consent Agreement. The foregoing release does not apply, however, to claims for future performance of express contractual obligations that mature after the date hereof that are owing to Guarantor by Lender or Lender's affiliates. Guarantor acknowledges that Lender has been induced to enter into or continue the Obligations by, among other things, the waivers and releases in this paragraph.

*[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]*

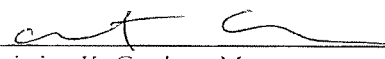
DATED: October 13, 2014.

GUARANTOR

KC GARDNER COMPANY, L.C.,
a Utah limited liability company

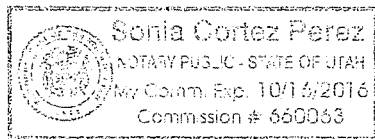
By: 
Christian K. Gardner, Manager

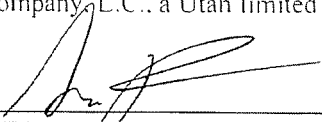
GARDNER PROPERTY HOLDINGS, L.C.,
a Utah limited liability company

By: 
Christian K. Gardner, Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13 day of October, 2014, by Christian K. Gardner, Manager of KC Gardner Company, L.C., a Utah limited liability company.

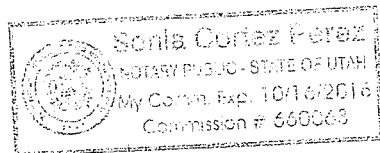


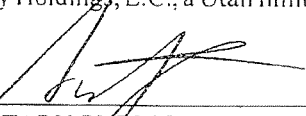


NOTARY PUBLIC
Residing in Salt Lake County, State of Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13 day of October, 2014, by Christian K. Gardner, Manager of Gardner Property Holdings, L.C., a Utah limited liability company.





NOTARY PUBLIC
Residing in Salt Lake County, State of Utah

Sommer, Rachel

From: Sommer, Rachel
Sent: Monday, October 27, 2014 12:27 PM
To: 'Jeffrey.Holt@zionsbank.com'
Subject: Notice of Security Interest in a Water Right
Attachments: Updated Water Right Proof Reports.rtf

October 24, 2014

ZIONS FIRST NATIONAL BANK
ATTN: JEFFREY A HOLT
ONE SOUTH MAIN ST STE 400
SALT LAKE CITY UT 84133
JEFFREY.HOLT@ZIONS BANK.COM

RE: Notice of Security Interest for Water Right No's: 63-161CF, 63-182, 63-216A, 63-16272, 63-16273

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of correspondence adding security interest of the above referenced water rights to you. The Department has modified its records to reflect the change in security interest for the water rights, and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department or online at www.idwr.idaho.gov.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,

Rachel Sommer

Administrative Assistant
Dept. of Water Resources
Western Regional Office
2735 Airport Way, Boise ID 83705
Phone 208-334-2190 | Fax 208-334-2348
Email: rachel.sommer@idwr.idaho.gov

Sommer, Rachel

RECEIVED

From: Denese Crane [Denese.Crane@zionsbank.com]
Sent: Thursday, October 23, 2014 2:24 PM
To: Sommer, Rachel
Subject: Gardner Mace Ranch, L.C.
Attachments: Second Supplemental Trust Deed Recorded 10-22-14.pdf; Fourth Loan Modification.pdf

OCT 23 2014

WATER RESOURCES
WESTERN REGION

Follow Up Flag: Follow up
Flag Status: Flagged

Please be advised that I sent via FedEx a new Notice of Security Interest in a Water Right, along with a cashier's check in the amount of \$125.00, to be filed on behalf of Zions Bank with the Idaho Department of Water Resources for Gardner Mace Ranch, L.C. However, I failed to include the Second Supplemental Trust Deed and the Fourth Loan Modification Agreement in the FedEx package; therefore, I have attached the same to this e-mail. Please feel free to let me know if you have any questions once the FedEx package is received. Thank you.

Denese Crane
Vice President & Manager
Real Estate Lending Closing & Documentation
ZIONS FIRST NATIONAL BANK
One South Main Street, Suite 470
Salt Lake City, UT 84133
801-844-8135 Phone
801-844-6578 Fax
denese.crane@zionsbank.com

ZIONS BANK. | WE HAVEN'T FORGOTTEN
WHO KEEPS US IN BUSINESS.

AMERICAN BANKER
**BEST BANKS
TO WORK
FOR 2013**

THIS ELECTRONIC MESSAGE, INCLUDING ANY ACCOMPANYING DOCUMENTS, IS CONFIDENTIAL, intended for the sole use of the addressee(s), and may contain information that is privileged and exempt from disclosure under applicable law. If you are neither the intended recipient nor responsible for delivering the message to the intended recipient, please note that any dissemination, distribution, copying or the taking of any action in reliance upon the message is strictly prohibited. If you have received this communication in error, please notify the sender immediately. Thank you.

THIS ELECTRONIC MESSAGE, INCLUDING ANY ACCOMPANYING DOCUMENTS, IS CONFIDENTIAL and may contain information that is privileged and exempt from disclosure under applicable law. If you are neither the intended recipient nor responsible for delivering the message to the intended recipient, please note that any dissemination, distribution, copying or the taking of any action in reliance upon the message is strictly prohibited. If you have received this communication in error, please notify the sender immediately. Thank you.

ZIONS BANK®

RECEIVED

OCT 24 2014

WATER RESOURCES
WESTERN REGION

October 23, 2014

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082

Re: Notice of Security Interest in a Water Right – Gardner Mace Ranch, L.C.

To Whom It May Concern:

Please find enclosed a document entitled “Notice of Security Interest in a Water Right” to be filed on behalf of Zions First National Bank, with the Idaho Department of Water Resources for Gardner Mace Ranch, L.C., as the water right owner/claimant. This Notice is being filed to extend the expiration date of a previously filed Notice. Attached to the enclosed Notice is a Fourth Loan Modification Agreement and a Second Supplemental Trust Deed setting forth the terms of the extension.

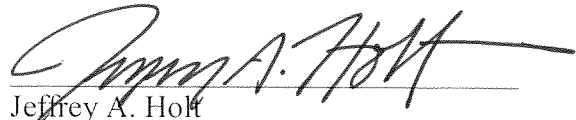
Please also find enclosed a check in the amount of \$125.00 made payable to the Idaho Department of Water Resources representing the filing fee for the five (5) water rights listed on the enclosed Notice. Please provide a copy of the filed Notice of Security Interest in a Water Right for our files by United States mail at the following address: Zions First National Bank, One South Main Street, Suite 470, Salt Lake City, Utah 84133, Attn: Real Estate Banking Group Manager.

Thank you for your assistance with regard to this matter.

Sincerely,

Zions First National Bank,
a national banking association

By:



Jeffrey A. Holt
Senior Vice President

Enclosures