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RECEIVED
MAY 14 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE 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.

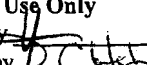
Incomplete forms will be returned.

1. Water Right No(s): 37-22442; 37-22443; 37-8670; 37-22250; 37-22251; 37-00548; 37-00549; 37-01222;
37-02142; 37-04440; 37-04138; 37-04139; 37-12396; 37-12397
 Adjudication Claim No(s): A37-00548; A37-00549; A37-01222; A37-02142; A37-04440; A37-04138; A37-04139;
A37-12396; A37-12397
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

Wells Fargo Bank, NA1740 Broadway, 7th Floor, MAC C7300-079Denver, CO 80274

4. Name of Water Right Owner/Claimant(s) Spring Canyon Ranch, LLC
5. Expiration Date of Notification Period Expiration at release or termination of attached mortgage
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) 
 (and title if applicable) Charles R. Miller, Vice President

For Office Use Only

Received by  Date 5-14-09 Fee \$350
 Receipted by DC Date 5/14/09 Receipt No. 5030890
 Processed by _____ AJ Date _____ WR _____ Date _____

SUPPORT DATAIN FILE # 37-8670

3

84160584909-18

RECORDATION REQUESTED BY:

The Jackson State Bank & Trust
West Office
P.O. Box 1788
50 Buffalo Way
Jackson, WY 83001

WHEN RECORDED MAIL TO:

The Jackson State Bank & Trust
West Office
P.O. Box 1788
50 Buffalo Way
Jackson, WY 83001

SEND TAX NOTICES TO:

The Jackson State Bank & Trust
West Office
P.O. Box 1788
50 Buffalo Way
Jackson, WY 83001

Instrument # 532349

HAILEY, BLAINE, IDAHO

2006-02-22

02:06:00 No. of Pages: 10

Recorded for : SUN VALLEY TITLE

MARSHA RIEMANN

Fee: 30.00

Ex-Officio Recorder Deputy

Index to: DEED OF TRUST-SECOND DEED TRUSTMTG

0521854

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$9,750,000.00.

THIS MORTGAGE dated February 22, 2006, is made and executed between Spring Canyon Ranch, LLC, a Delaware Limited Liability Company, whose address is 170 Croy Creek, Hailey, ID 83333 (referred to below as "Grantor") and The Jackson State Bank & Trust, whose address is P.O. Box 1788, 50 Buffalo Way, Jackson, WY 83001 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Blaine County, State of Idaho:

See exhibit 'A' attached hereto and made a part hereof.

See documentation of modification listed as exhibit 'B' attached hereto and made a part hereof.

The Real Property or its address is commonly known as 700 Democrat Gulch Road, Unincorporated Blaine County, ID 83333.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or authorize any slipping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance With Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set

EXHIBIT

B

MORTGAGE (Continued)

Loan No: 33106717

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- 4) **DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law. * see attached exhibit "B"

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender of least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy shall also include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

MORTGAGE (Continued)

Loan No: 33106717

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Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage of upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addressees. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

- (5) **FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. * see attached exhibit "D"

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

- (6) **Payment Default.** Grantor fails to make any payment when due under the indebtedness. * see attached exhibit "B"
- Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.
- Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.
- Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.
- False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.
- (7) **Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any assignment with assets from the bankruptcy, reorganization, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor. *see attached exhibit "B"
- Creditor or Foreclosure Proceedings.** Commencement of foreclosure or foreclosure proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Grantor gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
- Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.
- Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.
- Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.
- Right to Cure.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same

MORTGAGE (Continued)

Loan No: 33106717

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provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerated Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs. In addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Idaho. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Wyoming.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Teton County, State of Wyoming.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor,

Loan No: 33106717

**MORTGAGE
(Continued)**

Page 5

shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If possible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merge. There shall be no merge of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Spring Canyon Ranch, LLC, a Delaware Limited Liability Company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1980, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Spring Canyon Ranch, LLC, a Delaware Limited Liability Company.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed to the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means The Jackson State Bank & Trust, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated February 22, 2008, in the original principal amount of \$9,750,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

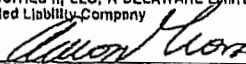
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

SPRING CANYON RANCH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: PCCP LB SUN VALLEY RANCH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, Managing Member of Spring Canyon Ranch, LLC, a Delaware Limited Liability Company

BY: PCCP EQUITIES II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, Co-Managing Member of PCCP LB Sun Valley Ranch, LLC, a Delaware Limited Liability Company

By: 
Aaron A. Glover, Vice President of PCCP
Equities II, LLC, a Delaware Limited Liability
Company

MORTGAGE
(Continued)

Loan No: 33105717

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF California)
COUNTY OF San Francisco) SS

On this 17 day of February, in the year 2006, before me J. Patty Bellosso
a notary public in and for the State of Idaho, personally appeared Aaron A. Glover, Vice President of
PCCP Equities II, LLC, a Delaware Limited Liability Company, known or identified to me (or proved to me on the oath of
) to be one of the members or designated agents in the limited liability company of Spring Canyon Ranch,
LLC, a Delaware Limited Liability Company, and the member or designated agent or one of the members or designated agents who subscribed said
limited liability company name to the foregoing instrument, and acknowledged to me that he or she executed the same in said limited liability company
name.

[Signature]
Notary Public for Idaho
My commission expires 10/21/07

Residing at 922 Hacienda Ave. San Lorenzo

*the co-managing member of PCCP LB Sun Valley Ranch, LLC., a Delaware limited liability company, Managing Member of Spring Canyon Ranch, LLC, a Delaware limited liability company



EXHIBIT "A"

Parcel I

A parcel of land lying within SECTIONS 11, 13 AND 14, TOWNSHIP 2 NORTH, RANGE 17 EAST, AND SECTIONS 7, 17 AND 18, TOWNSHIP 2 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY IDAHO, and being more particularly described as follows:

Commencing at the BLM brass cap marking the Southwest corner of said Section 18, which point is the REAL POINT OF BEGINNING; thence

N 88°33'43" W, 1332.85 feet to a 5/8" bar by L. S. 3621 marking the 1/16th corner; thence
N 00°15'20" E, 2649.19 feet to a 5/8" bar by L. S. 3621 marking the center east 1/16th corner; thence
S 88°42'55" E, 1329.50 feet to the BLM brass cap marking the west ¼ corner of said Sections 13 and 18; thence

N 00°09'19" E, 1310.14 feet to a BLM brass cap; thence

N 88°15'33" W, 2655.51 feet to a 5/8" bar marking the center north 1/16th corner of Section 13; thence

N 89°49'47" W, 2662.82 feet to a 5/8" bar marking the 1/16th corner of said Sections 13 and 14; thence

S 00°12'41" W, 1279.45 feet to a 5/8" bar with aluminum cap marking the ¼ corner of Sections 13 and 14; thence

S 89°40'00" W, 5293.11 feet to the 5/8" bar with aluminum cap marking the ¼ corner of Sections 14 and 15; thence

N 00°18'28" W, 2636.52 feet to the 2" aluminum cap by L. S. 792 marking the section corner common to Sections 10, 11, 14 and 15; thence

N 00°09'45" E, 2648.30 feet to the 2" aluminum cap marking the ¼ corner of Sections 10 and 11; thence

N 89°39'22" E, 5317.87 feet to the 2 ½" aluminum cap marking the ¼ corner of Sections 11 and 12; thence

S 00°10'54" W, 2727.02 feet to the 2" aluminum cap marking the section corner common to Sections 11, 12, 13 and 14; thence

N 89°03'30" E, 2666.04 feet to the 2" aluminum cap marking the ¼ corner of Sections 12 and 13; thence

S 87°50'15" E, 2654.34 feet to the BLM brass cap marking the section corner common to Sections 12, 13, 7 and 18; thence

N 00°13'40" W, 1326.38 feet to the 5/8" bar marking the 1/16th corner common to Sections 12 and 7; thence

S 89°11'32" E, 2805.46 feet to the 5/8" bar marking the center south 1/16th corner of said Section 7; thence

S 00°03'58" W, 1313.77 feet to the aluminum cap marking the ¼ corner common to Sections 7 and 18; thence

S 00°22'06" W, 1312.08 feet to the 5/8" bar marking the center north 1/16th corner of said Section 18; thence

S 89°42'53" E, 1325.37 feet to the 5/8" bar marking the northeast 1/16th corner of said Section 18; thence

S 00°48'36" W, 1319.34 feet to the 5/8" bar marking the center east 1/16 corner of said Section 18; thence

S 89°24'01" E, 1315.22 feet to the BLM brass cap marking the ¼ corner of Sections 18 and 17; thence

S 88°24'27" E, 790.65 feet to the 5/8" bar on the south side of Croy Creek Road; thence
N 58°17'12" E, 1070.44 feet to the 5/8" bar on the south side of Croy Creek Road; thence
N 54°32'25" E, 665.75 feet to the 5/8" bar on the south side of Croy Creek Road; thence
N 50°09'06" E, 474.75 feet along said road to the 5/8" bar on the center section line; thence
S 00°09'41" W, 1303.55 feet to the bar marking the center section corner of Section 17; thence
S 00°16'05" W, 1319.97 feet to the BLM brass cap marking the center South 1/16th corner of said
Section 17; thence
N 88°23'58" W, 2600.76 feet to the 5/8" bar marking the 1/16 corner of said Sections 17 and 18;
thence
S 00°04'54" W, 918.49 feet to the 5/8" bar on the north line of the Climax Lode Mining Claim;
thence
S 87°15'00" W, 87.77 feet to the 5/8" bar marking the northwest corner of the Climax Lode Mining
Claim; thence
S 05°45'15" E, 398.62 feet to a point on the westerly boundary of Climax Lode Mining Claim and
the south boundary of said Section 18; thence
N 89°32'52" W, 2596.48 feet to the BLM brass cap marking the ¼ corner of Sections 18 and 19;
thence
N 89°32'07" W, 2782.46 feet to the REAL POINT OF BEGINNING.

Also known as Tax Lot 6973.

AND

Parcel II

Those patented mining claims as described in Sections 3, 10 and 11 in Township 2 North, Range 17
East, Boise Meridian, Blaine County, Idaho, as follows:

IDAHO DEMOCRAT, MARQUISE, VERMONT, IDAHO REPUBLICAN AND BELMONT, all
Consolidated Survey No. 1342; GLADYS B., DEWEY, MCKINLEY, SPANISH, all Consolidated
Survey No. 2747; and SEE BEE, Consolidated Survey No. 2755, all situated in the MINERAL
HILL MINING DISTRICT, BLAINE COUNTY, IDAHO.

Exhibit "B"
DOCUMENTATION MODIFICATIONS

Principal	Loan Date	Maturity	Loan No	Call / Coll	Officer	Initials
\$9,750,000.00	2/22/2006	2/22/2011	33106717	1B / 401	TE1	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.						

Borrower: Spring Canyon Ranch, LLC
A Delaware Limited Liability
Company
170 Croy Creek,
Hailey, ID 83333

Lender: The Jackson State Bank & Trust
West Office
P.O. Box 1788
50 Buffalo Way,
Jackson, WY 83001

The following changes are made to the specified document language:

PROMISSORY NOTE:

1. INTEREST AFTER DEFAULT:

The following language in *italics* is changed or added as follows:

Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to ~~18.000% per annum, WSJP + 4.00% margin per annum~~. The interest rate will not exceed the maximum rate permitted by applicable law. *Then restored to the interest rate stated in the Variable Interest Rate paragraph above, effective the day the default is cured.*

2. PAYMENT DEFAULT:

The following language in *italics* is added as follows:

Borrower fails to make any payment when due under this Note. Borrower will have a five (5) day grace period before a default occurs.

3. DEATH AND INSOLVENCY:

The following language "*any member withdraws from Borrower*" is deleted.

MORTGAGE:

4. DUE ON SALE- CONSENT BY LENDER:

The following language in *italics* is changed or added as follows:

If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than ~~twenty-five percent (25%)~~ *Fifty Percent (50%)* of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor; *provided, however, that "Transfer" shall not include any transfer of the limited liability company interests of grantor to any of Lehman Brothers Holdings, Inc., Pacific Coast Capital Partners, LLC or Hass & Haynie Corporation or any of their respective affiliates.* However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

EXHIBIT B**DOCUMENTATION MODIFICATIONS**

(continued)

5. **FULL PERFORMANCE:**

The language "*and other performs all the obligations imposed upon Grantor under this Mortgage*" is deleted.

6. **PAYMENT DEFAULT:**

The following language in italics is added as follows:

Grantor fails to make any payment when due under the Indebtedness. *Borrower will have a five (5) day grace period before a default occurs.*

7. **DEATH OR INSOLVENCY:**

The language "*any member withdraws from the limited liability company*" is deleted.

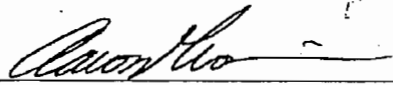
GRANTOR ACKNOWLEDGES HAVING READ ALL THESE DOCUMENTATION MODIFICATIONS AND AGREES TO THESE CHANGES TO THE SPECIFIED DOCUMENTS DATED FEBRUARY 22, 2006.

GRANTOR:

Spring Canyon Ranch, LLC, a Delaware Limited Liability Company

By: PCCP LB Sun Valley Ranch, LLC, a Delaware Limited Liability Company, Managing Member of Spring Canyon Ranch, LLC, a Delaware Limited Liability Company

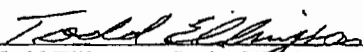
By: PCCP Equities II, a Delaware Limited Liability Company, Co-Managing Member of PCCP LB Sun Valley Ranch, LLC, a Delaware Limited Liability Company

By: 

Aaron A. Giovana, Vice President of PCCP Equities II, LLC, a Delaware Limited Liability Company

LENDER:

The Jackson State Bank & Trust

By: 

Todd Ellingson, Senior Vice President
Commercial & Real Estate Loans



Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing
Mail Stop 7-13
250 E Street, SW
Washington, DC 20219

October 18, 2008

Mr. James E. Hanson
Vice President
Wells Fargo Bank, NA
Sixth and Marquette-N9305-152
Minneapolis, Minnesota 55479

Re: Application of Wells Fargo Bank, N.A., Sioux Falls South Dakota to consolidate with
The Jackson State Bank & Trust, Jackson, Wyoming, Shoshone First Bank, Cody,
Wyoming, Sheridan State Bank, Sheridan, Wyoming, and First State Bank of Pinedale,
Pinedale, Wyoming
Application Control Number: 2008-ML-02-0005

Dear Mr. Hanson:

This letter is the official certification of the Office of the Comptroller of the Currency for Wells Fargo Bank, N.A., Sioux Falls South Dakota to consolidate with The Jackson State Bank & Trust, Jackson, Wyoming, Shoshone First Bank, Cody, Wyoming, Sheridan State Bank, Sheridan, Wyoming, and First State Bank of Pinedale, Pinedale, effective October 18, 2008.

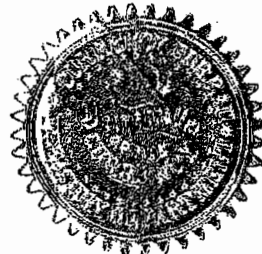
This letter is also the official authorization for Wells Fargo Bank, National Association to operate the former main and branch offices of The Jackson State Bank & Trust, Shoshone First Bank, Sheridan State Bank and First State Bank of Pinedale as branches of Wells Fargo Bank, National Association. Attached is a list of branches and their OCC branch certification number.

If you have questions regarding this letter, please contact me at (202) 874-5294. Please reference the application control number in any correspondence.

Sincerely,

Stephen A. Lybarger
Large Bank Licensing Lead Expert

Attachment: Branch List



CONTROL #: 2008 ML 02 0005 FILING TYPE: MERGER
TRANS TYPE: CORP REORG (AFFIL MERGER) FORM: CONSOLIDATION
RESULTING BANK SHORT NAME: WELLS FARGO BANK, N.A.

*** BRANCHES ***

BRANCH COUNT: 12

MERGING CHARTER #: FDIC CERT #: 520
TITLE: The Jackson State Bank

BRANCH: 143208A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: TOWN SQUARE BRANCH
LOC STREET: 112 CENTER STREET
LOC CITY: JACKSON STATE: WY ZIP: 83001-0000
COUNTY: 39 TETON COUNTY LOCATION CLOSED (Y/N): N

BRANCH: 143209A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: TETON VILLAGE BRANCH
LOC STREET: 3300 WEST VILLAGE DRIVE
LOC CITY: TETON VILLAGE STATE: WY ZIP: 83025-0000
COUNTY: 39 TETON COUNTY LOCATION CLOSED (Y/N): N

BRANCH: 143210A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: ASPEND BRANCH
LOC STREET: 3445 NORTH PINES WAY, SUITE 101
LOC CITY: WILSON STATE: WY ZIP: 83014-0000
COUNTY: 39 TETON COUNTY LOCATION CLOSED (Y/N): N

BRANCH: 143211A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: WEST BRANCH
LOC STREET: 50 BUFFALO WAY
LOC CITY: JACKSON STATE: WY ZIP: 83001-0000
COUNTY: 39 TETON COUNTY LOCATION CLOSED (Y/N): N

MERGING CHARTER #: FDIC CERT #: 2214
TITLE: Shoshone First Bank

BRANCH: 143212A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: CODY ALBERTSONS BRANCH
LOC STREET: 1825 17TH STREET
LOC CITY: CODY STATE: WY ZIP: 82414-0000
COUNTY: 29 PARK COUNTY LOCATION CLOSED (Y/N): N

BRANCH: 143213A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: CODY WALMART BRANCH
LOC STREET: 321 YELLOWSTONE AVENUE
LOC CITY: CODY STATE: WY ZIP: 82414-0000
COUNTY: 29 PARK COUNTY LOCATION CLOSED (Y/N): N

BRANCH: 143214A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: CODY MAIN BRANCH
LOC STREET: 1401 SHERIDAN AVENUE
LOC CITY: CODY STATE: WY ZIP: 82414-0000
COUNTY: 29 PARK COUNTY LOCATION CLOSED (Y/N): N

CONTROL #: 2008 ML 02 0005 FILING TYPE: MERGER
TRANS TYPE: CORP REORG (AFFIL MERGER) FORM: CONSOLIDATION
RESULTING BANK SHORT NAME: WELLS FARGO BANK, N.A.

BRANCH: 143215A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: POWELL BLAIRS MARKET BRANCH
LOC STREET: 331 WEST COULTER AVENUE
LOC CITY: POWELL STATE: WY ZIP: 82435-0000
COUNTY: 29 PARK COUNTY LOCATION CLOSED (Y/N): N

BRANCH: 143216A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: POWELL MAIN BRANCH
LOC STREET: 102 EAST 2ND STREET
LOC CITY: POWELL STATE: WY ZIP: 82435-0000
COUNTY: 29 PARK COUNTY LOCATION CLOSED (Y/N): N

MERGING CHARTER #: FDIC CERT #: 25048
TITLE: Sheridan State Bank

BRANCH: 143217A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: SHERIDAN ALBERTSONS BRANCH
LOC STREET: 1865 COFFEEN AVENUE
LOC CITY: SHERIDAN STATE: WY ZIP: 82801-0000
COUNTY: 33 SHERIDAN COUNTY LOCATION CLOSED (Y/N): N

BRANCH: 143218A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: SHERIDAN MAIN BRANCH
LOC STREET: 424 NORTH MAIN STREET
LOC CITY: SHERIDAN STATE: WY ZIP: 82801-0000
COUNTY: 33 SHERIDAN COUNTY LOCATION CLOSED (Y/N): N

MERGING CHARTER #: FDIC CERT #: 18747
TITLE: First State Bank of Pinedale

BRANCH: 143219A WITHDRAWN DATE: CONSUMMATION DATE:
TITLE: PINEDALE BRANCH
LOC STREET: 61 EAST PINE STREET
LOC CITY: PINEDALE STATE: WY ZIP: 82941-0000
COUNTY: 35 SUBLETTE COUNTY LOCATION CLOSED (Y/N): N