

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): 11-4058, 11-7107
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.**

SUPPORT DATA

IN FILE # 11-4058

3. Name and Mailing Address of Person or Company holding Security Interest

Stapp Investments LC
824 Sunburst Lane
Alpine, UT 84004

Bank of Utah, Custodian for Richard
O. Stapp IRA No. 1601465
Attn: Trust Dept/Jodie Nutt
2605 Washington Blvd.
Ogden, UT 84401

RECEIVED

MAR 25 2009

4. Name of Water Right Owner/Claimant(s) J&D Enterprises Department of Water Resources
Eastern Region
5. Expiration Date of Notification Period December 31, 2010
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Thomas J. Budge
(and title if applicable) Thomas J. Budge, Attorney for Stapp Investments, LC, and Bank of Utah, Custodian for Richard O. Stapp IRA No. 1601465

For Office Use Only

Received by <u>BML</u>	Date <u>3/25/09</u>	Fee <u>\$50</u>
Processed by <u>AJ</u>	Date _____	Receipt No. <u>E034088</u>
	WR _____	Date _____

LAW OFFICES OF

**RACINE OLSON NYE BUDGE & BAILEY
CHARTERED**

201 EAST CENTER STREET
POST OFFICE BOX 1391
POCATELLO, IDAHO 83204-1391

TELEPHONE (208) 232-6101
FACSIMILE (208) 232-6109

www.racinelaw.net

SENDER'S E-MAIL ADDRESS: tjb@racinelaw.net

W. MARCUS W. NYE
RANDALL C. BUDGE
JOHN A. BAILEY, JR.
JOHN R. GOODELL
JOHN B. INGELSTROM
DANIEL C. GREEN
BRENT O. ROCHE
KIRK B. HADLEY
FRED J. LEWIS
MITCHELL W. BROWN
ERIC L. OLSEN
CONRAD J. AIKEN
RICHARD A. HEARN, M.D.
DAVID E. ALEXANDER
LANE V. ERICKSON
PATRICK N. GEORGE
SCOTT J. SMITH
STEPHEN J. MUHONEN
BRENT L. WHITING
JUSTIN R. ELLIS
JOSHUA D. JOHNSON
JONATHAN S. BYINGTON
DAVE BAGLEY
CAROL TIPPI VOLYN
THOMAS J. BUDGE
CANDICE M. MCHUGH
JONATHAN M. VOLYN

BOISE OFFICE
101 SOUTH CAPITOL
BOULEVARD, SUITE 208
BOISE, IDAHO 83702
TELEPHONE: (208) 395-0011
FACSIMILE: (208) 433-0167

IDAHO FALLS OFFICE
477 SHOUP AVENUE
SUITE 203A
IDAHO FALLS, ID 83402
TELEPHONE: (208) 528-6101
FACSIMILE: (208) 528-6109

COEUR D'ALENE OFFICE
250 NORTHWEST
BOULEVARD, SUITE 106A
COEUR D'ALENE, ID 83814
TELEPHONE: (208) 765-6868

ALL OFFICES TOLL FREE
(877) 232-6101

LOUIS F. RACINE (1917-2008)
WILLIAM D. OLSON, OF COUNSEL

March 24, 2009

RECEIVED

MAR 25 2009

Department of Water Resources
Eastern Region

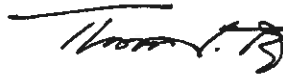
Idaho Department of Water Resources
Eastern Region
900 N. Skyline Drive, Suite A
Idaho Falls, Idaho 83402

Re: Notice of Security Interest in Water Right Nos. 11-4058, 11-7107

To Whom It May Concern:

Please find enclosed the original and two copies of Notice of Security Interest in a Water Right for Water Right Nos. 11-4058 and 11-7107. Also enclosed please find a check in the amount of \$50 for the filing fee. Please file the original notice and conform stamp the copies thereof. Return one copy to me and one copy to Angie Mendenhall at Alliance Title via the enclosed envelopes. Please call if you have any questions.

Sincerely,



THOMAS J. BUDGE

TJB:rr
Enclosures

Instrument # 263127

BEAR LAKE COUNTY

11-25-2008 03:50:00 No. of Pages: 16

Recorded for : FIRST IDAHO TITLE COMPANY

KERRY HADDOCK

Ex-Officio Recorder Deputy

Index to: MODIFICATION AGREEMENT

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is entered into this 1st day of October, 2008, by and between JEWETT CONSTRUCTION, INC., an Arizona corporation, RON JEWETT (aka Ronald E. Jewett Jr.), KIM D. JEWETT, GARY L. SIMS, LISA SIMS, DAVID L. ELLIS, STAPP INVESTMENTS, L.C., a Utah limited liability company, and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA, IRA #1601465. This Agreement modifies and amends certain terms of the following:

A. The Secured Promissory Note dated August 22, 2008 in the principal amount of \$530,000.00 naming Jewett Construction, Inc. as Maker and Stapp Investments, L.C. as Holder;

B. The Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents made by Jewett Construction, Inc. for the benefit of Stapp Investments, L.C., dated August 22, 2008 and recorded on August 25, 2008 as Instrument Number 181262 in the records of Caribou County, Idaho encumbering real and personal property located in Caribou County, State of Idaho:

A parcel of land located in the North ½ of the North ½ of Section 15, Township 9 South, Range 41 East, Boise Meridian, Caribou County, Idaho. The same being portions of the lands described in Warranty Deeds Instrument No. 16598 and 23200 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of Section 15, Township 9 South, Range 41 East, Boise Meridian, Caribou County, Idaho. The same being marked and witnessed by a 2 inch Aluminum cap set this survey, said corner being North 00°31'02" East 5301.31 feet from the Southeast corner of said Section basis of bearing; Thence South 00°31'02" West along the East boundary line of said Section for a distance of 1325.33 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set at the North 1/16 corner between Sections 14 and 15, the same being the Southeast corner of the North ½ of the North ½ of Section 15; Thence North 89°51'28" West along the South boundary line of the North ½ of the North ½ of said Section for a distance of 81.39 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set at the intersection of said boundary line with the Westerly right of way line of the Balls Road, the same being 25.00 feet perpendicular distant from the centerline of said road, the TRUE POINT OF BEGINNING;

Thence continuing North 89°51'28" West along the South boundary line of the North ½ of the North ½ of said Section for a distance of 5171.12 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set at the Southwest corner of the North ½ of the North ½ of said Section 15; Thence North 00°29'54" East along the Westerly boundary line of said Section for a distance of 190.44 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set at the intersection of said boundary line and the Southerly right of way line of the Second Bridge Road, the same being 30.00 feet perpendicular distant from the centerline of said road, the same also being, a point on an 860.72 foot radius nontangent curve whose center bears South 34°53'41" East; Thence Northeasterly, parallel with and 30.00 feet perpendicular distant from the centerline of said road, along said curve to the right through a central angle of 03°11'22" for an arc distance of 47.91 feet to a 5/8" rebar with cap tagged "GVS, PLS 9169" set at the point of tangency (Chord North 56°42'00" East 47.91 feet):

Thence North 58°17'41" East along said right of way line, parallel with and 30.00 feet perpendicular distant from the centerline of said road, for a distance of 669.065 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169"; Thence leaving said right of way line and coursing through said lands South 89°51'28" East for a distance of 4570.88 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set on the Westerly right of way line of the Balls Road, the same being 25.00 feet parallel and perpendicular distant from the centerline of said road; Thence South 01°04'17" West along said right of way line for a distance of 569.95 feet the TRUE POINT OF BEGINNING.

C. The Real Estate Mortgage made by Gary L. Sims, Lisa Sims, Ron Jewett, and Kim D. Jewett in favor of Stapp Investments, L.C., dated August 21, 2008 and recorded on August 25, 2008 as Instrument Number 202326 in the records of Bear Lake County, Idaho, encumbering real property located in Bear Lake County, State of Idaho:

TOWNSHIP 12 SOUTH, RANGE 42 EAST OF THE BOISE MERIDIAN:

Section 13: N½SE¼; N½N½S½SE¼.

ALSO: Beginning at the Southeast Corner of the N½S½NE½SW¼ of Section 13, Township 12 South, Range 42 East; thence West 102 feet to the edge of the County Road Right of Way; thence in a Northerly direction along said road right of way to a point approximately 21 feet West of the Northeast Corner of the N½S½NE½SW¼ of Section 13; thence East 21 feet to the Northeast Corner of the N½S½NE½SW¼ of Section 13; thence South along said Section line approximately 330 feet to the Point of Beginning.

D. The Subordination Agreement dated August 22, 2008 and made by and among Stapp investments, L.C., Jewett Construction, Inc., and David L. Ellis, and recorded on August 25, 2008 as Instrument Number 181263 in the records of Caribou County, Idaho;

E. The Guaranty Agreement dated August 22, 2008 and made by Ron Jewett in favor of Stapp Investments, L.C.;

F. The Borrower's Certificate dated August 22, 2008 and made by Jewett Construction, Inc. in favor of Stapp Investments, L.C.;

FOR VALUE RECEIVED and notwithstanding anything to the contrary contained in the Secured Promissory Note, Guaranty Agreement, the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents, and the Real Estate Mortgage, the parties agree as follows:

1. Modification of Secured Promissory Note. The parties desire and do hereby amend, modify, supplement and correct the Secured Promissory Note as follows:

The following language on Page 1 of the Secured Promissory Note shall be DELETED:

FOR VALUE RECEIVED, JEWETT CONSTRUCTION, INC., an Arizona corporation whose address is 2901 Star Drive, Lake Havasu, Arizona 86406 ("Maker"), promises to pay to the order of STAPP INVESTMENTS, L.C., a Utah limited liability company whose address is 824 East Sunburst Lane, Alpine, Utah 84004 ("Holder"), or at such other places as Holder may from time to time designate, the principal sum of FIVE HUNDRED THIRTY THOUSAND 00/100 DOLLARS (\$530,000.00), payable in full on or before the maturity date, together with interest thereon as provided in this Note, together with all other amounts due hereunder, in lawful money of the United States of America. This Note is secured by a deed of trust, security agreement, fixture filing, and assignment of leases and rents, and a mortgage (collectively "Security Instruments").

The following language shall be ADDED to Page 1 of the Secured Promissory Note and shall replace the above-deleted language:

FOR VALUE RECEIVED, JEWETT CONSTRUCTION, INC., an Arizona corporation whose address is 2901 Star Drive, Lake Havasu, Arizona 86406 ("Maker"), promises to pay to the order of STAPP INVESTMENTS, L.C., a Utah limited liability company whose address is 824 East Sunburst Lane, Alpine, Utah 84004 and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA, whose address is Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465, Attention: Trust Department/Jodie Nutt, 2605 Washington Blvd., Ogden, Utah 84401 (Stapp Investments, L.C. and Bank of Utah Custodian for Richard O. Stapp IRA collectively hereafter "Holder"), or at such other places as Holder may from time to time designate, the principal sum of FIVE HUNDRED THIRTY THOUSAND 00/100 DOLLARS

(\$530,000.00), payable in full on or before the maturity date, together with interest thereon as provided in this Note, together with all other amounts due hereunder, in lawful money of the United States of America. The principal loan amount of \$530,000.00 is allocated by and among Holder with \$295,980.53 or 55.8454% to Stapp Investments, L.C. and \$234,019.47 or 44.1546% to Bank of Utah Custodian for Richard O. Stapp IRA. This Note is secured by a deed of trust, security agreement, fixture filing, and assignment of leases and rents, and a mortgage (collectively "Security Instruments").

2. Modification of The Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents. The parties desire and do hereby amend, modify, supplement and correct the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents as follows:

The following language on Page 1 of the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents shall be DELETED:

THIS DEED OF TRUST ("Deed of Trust") is made this 22nd day of August, 2008, by and between JEWETT CONSTRUCTION, INC., an Arizona corporation, whose address is 2901 Star Drive, Lake Havasu, Arizona ("Grantor"), ALLIANCE TITLE & ESCROW CORPORATION, a Delaware corporation, whose address is 2350 Via Caporatti Drive, Pocatello, Idaho 83201 ("Trustee"), and STAPP INVESTMENTS, L.C., an Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 ("Beneficiary").

The following language shall be ADDED to Page 1 of the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents and shall replace the above-deleted language:

THIS DEED OF TRUST ("Deed of Trust") is made this 22nd day of August, 2008, by and between JEWETT CONSTRUCTION, INC., an Arizona corporation, whose address is 2901 Star Drive, Lake Havasu, Arizona ("Grantor"), ALLIANCE TITLE & ESCROW CORPORATION, a Delaware corporation, whose address is 2350 Via Caporatti Drive, Pocatello, Idaho 83201 ("Trustee"), and STAPP INVESTMENTS, L.C., an Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA, whose address is Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465, Attention: Trust Department/Jodie Nutt, 2605 Washington Blvd., Ogden, Utah 84401 (Stapp Investments, L.C. and Bank of Utah Custodian for Richard O. Stapp IRA collectively hereafter "Beneficiary").

The following language shall be ADDED to Provision 36 on Page 15 of the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents:

If to the Beneficiary:

*Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465
Attention: Trust Department / Jodie Nutt
2605 Washington Blvd.
Ogden, UT 84401*

3. Modification of Real Estate Mortgage. The parties desire and do hereby amend, modify, supplement and correct the Real Estate Mortgage as follows:

The following language on Page 1 of the Real Estate Mortgage shall be DELETED:

FOR VALUE RECEIVED, GARY L. SIMS and LISA SIMS, husband and wife having an address of 237 N. 9th Street, Montpelier, Idaho 83254 and RON JEWETT (aka Ronald E. Jewett Jr.) and KIM D. JEWETT, having an address of 5729 West 10620 North, Highland, Utah 84003 (Gary Sims, Lisa Sims, Ron Jewett, and Kim Jewett collectively referred to hereafter as "Mortgagor"), hereby irrevocably grant, bargain, sell, convey, assign and mortgage to STAPP INVESTMENTS, L.C., a Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 ("Mortgagee"), together with right of entry and possession the following described real property located in Bear Lake County, State of Idaho:

The following language shall be ADDED to Page 1 of the Real Estate Mortgage and shall replace the above-deleted language:

FOR VALUE RECEIVED, GARY L. SIMS and LISA SIMS, husband and wife having an address of 237 N. 9th Street, Montpelier, Idaho 83254 and RON JEWETT (aka Ronald E. Jewett Jr.) and KIM D. JEWETT, having an address of 5729 West 10620 North, Highland, Utah 84003 (Gary Sims, Lisa Sims, Ron Jewett, and Kim Jewett collectively referred to hereafter as "Mortgagor"), hereby irrevocably grant, bargain, sell, convey, assign and mortgage to STAPP INVESTMENTS, L.C., a Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 and and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA, whose address is Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465, Attention: Trust Department/Jodie Nutt, 2605 Washington Blvd., Ogden, Utah 84401 (Stapp Investments, L.C. and Bank of Utah Custodian for Richard O. Stapp IRA collectively hereafter "Mortgagee"), together with right of entry and possession the following described real property located in Bear Lake County, State of Idaho:

4. Modification of Subordination Agreement. The parties desire and do hereby amend, modify, supplement and correct the Subordination Agreement as follows:

The following language on Page 1 of the Subordination Agreement shall be DELETED:

***THIS SUBORDINATION AGREEMENT** ("Agreement") is executed the 20th day of August, 2008 by and between STAPP INVESTMENTS, L.C., a Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 ("Stapp"), JEWETT CONSTRUCTION, INC., an Arizona corporation, whose address is 2901 Star Drive, Lake Havasu, Arizona, 86406 ("Jewett"), and DAVID L. ELLIS, an individual, whose address is _____ ("Ellis").*

The following language shall be ADDED to Page 1 of the Subordination Agreement and shall replace the above-deleted language:

***THIS SUBORDINATION AGREEMENT** ("Agreement") is executed the 20th day of August, 2008 by and between STAPP INVESTMENTS, L.C., a Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA, whose address is Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465, Attn: Trust Department / Jodie Nutt, 2605 Washington Blvd., Ogden, UT 84401, (Stapp Investments, L.C. and Bank of Utah Custodian for Richard O. Stapp IRA are hereafter collectively referred to as "Stapp"), JEWETT CONSTRUCTION, INC., an Arizona corporation, whose address is 2901 Star Drive, Lake Havasu, Arizona, 86406 ("Jewett"), and DAVID L. ELLIS, an individual, whose address is _____ ("Ellis").*

5. Modification of Guaranty. The parties desire and do hereby amend, modify, supplement and correct the Guaranty Agreement as follows:

The following language on Page 1 of the Guaranty Agreement shall be DELETED:

***THIS GUARANTY AGREEMENT** ("Guaranty") is made this 22nd day of August 2008, by RON JEWETT (aka Ronald E. Jewett Jr.), an individual ("Guarantor"), in favor of STAPP INVESTMENTS, L.C., an Utah limited liability company (including its successors, transferees and assigns, "Lender").*

The following language shall be ADDED to Page 1 of the Guaranty Agreement and shall replace the above-deleted language:

***THIS GUARANTY AGREEMENT** ("Guaranty") is made this 22nd day of August 2008, by RON JEWETT (aka Ronald E. Jewett Jr.), an individual ("Guarantor"), in favor of STAPP INVESTMENTS, L.C., a Utah limited liability company and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA (Stapp Investments, L.C. and Bank of Utah Custodian for*

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Richard O. Stapp IRA, including their respective successors, transferees and assigns, collectively hereafter "Lender").

The following language shall be ADDED to Provision 14 on Page 10 of the Guaranty Agreement:

If to the Lender:

*Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465
Att: Trust Department / Jodie Nutt
2605 Washington Blvd.
Ogden, UT 84401*

6. Modification of Borrower's Certificate. The parties desire and do hereby amend, modify, supplement and correct the Borrower's Certificate as follows:

The following language on Page 1 of the Borrower's Certificate shall be DELETED:

The undersigned, JEWETT CONSTRUCTION, INC., an Arizona corporation (the "Borrower"), as an inducement to STAPP INVESTMENTS, L.C., a Utah limited liability company (the "Lender"), to make a loan to Borrower evidenced by that certain Secured Promissory Note of even date herewith in the principal sum of FIVE HUNDRED THIRTY THOUSAND 00/100 DOLLARS (\$530,000.00) (the "Note"), which Note is secured by a Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents and Mortgage of even date herewith (all collectively hereinafter referred to as the "Deed of Trust") encumbering certain real property located in Caribou County, Idaho and Bear Lake County, Idaho. As of this date, Borrower certifies, warrants, and represents to Lender as follows:

The following language shall be ADDED to Page 1 of the Borrower's Certificate and shall replace the above-deleted language:

The undersigned, JEWETT CONSTRUCTION, INC., an Arizona corporation (the "Borrower"), as an inducement to STAPP INVESTMENTS, L.C., a Utah limited liability company and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA (Stapp Investments, L.C. and Bank of Utah Custodian for Richard O. Stapp IRA collectively referred to hereafter as the "Lender"), to make a loan to Borrower evidenced by that certain Secured Promissory Note of even date herewith in the principal sum of FIVE HUNDRED THIRTY THOUSAND 00/100 DOLLARS (\$530,000.00) (the "Note"), which Note is secured by a Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents and Mortgage of even date herewith (all collectively hereinafter referred to as the "Deed of Trust") encumbering certain real property located in Caribou County, Idaho and

Bear Lake County, Idaho. As of this date, Borrower certifies, warrants, and represents to Lender as follows:

7. Ratification of Loan Documents. Except as specifically provided herein, this Agreement shall not in any respect modify, amend or change the Secured Promissory Note, the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents, the Real Estate Mortgage, Subordination Agreement, Guaranty Agreement, and the Borrower's Certificate (collectively "Loan Documents"). The Loan Documents as expressly modified hereby, are hereby adopted, ratified, confirmed and acknowledged to be in full force and effect and binding on the parties thereto. It is the specific intent of all the parties hereto that all terms and conditions contained in the Loan Documents remain in full force and effect, except as amended in this Agreement. Nothing in this Agreement shall be deemed or construed as a novation. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents.
8. Miscellaneous.
- a. Successors and Assigns. Subject to limitations on assignment and transfers contained in the Loan Documents, this Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each party hereto.
 - b. Severability. If any provision of this Agreement or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
 - c. Attorney Fees. If a party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorney fees and costs from the other party.
 - d. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.
 - e. Amendment. This Agreement shall only be amended and modified by a writing executed by each of the parties hereto.
 - f. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

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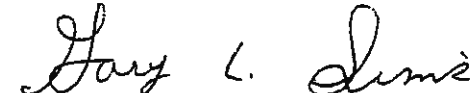
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above.



RON JEWETT (aka Ronald E. Jewett Jr.), an individual



KIM D. JEWETT, an individual (community property interest if any)



GARY L. SIMS, an individual



LISA SIMS, an individual



DAVID L. ELLIS

JEWETT CONSTRUCTION, INC., an Arizona corporation

By: 
Name: Ron Jewett
Its: Pas

STAPP INVESTMENTS, L.C., a Utah limited liability company

By: _____
Name: _____
Its: _____

BANK OF UTAH CUSTODIAN FOR
RICHARD O. STAPP IRA, IRA #1601465

By: _____
Name: _____
Its: _____

203127

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above.

RON JEWETT (aka Ronald E. Jewett Jr.), an individual

KIM D. JEWETT, an individual (community property interest if any)

GARY L. SIMS, an individual

LISA SIMS, an individual

DAVID L. ELLIS

JEWETT CONSTRUCTION, INC., an Arizona corporation

By: _____
Name: _____
Its: _____

STAPP INVESTMENTS, L.C., a Utah limited liability company

By: 
Name: RICHARD O. STAPP
Its: Manager

BANK OF UTAH CUSTODIAN FOR
RICHARD O. STAPP IRA, IRA #1601465

By: _____
Name: _____
Its: _____

203127

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above.

RON JEWETT (aka Ronald E. Jewett Jr.), an individual

KIM D. JEWETT, an individual (community property interest if any)

GARY L. SIMS, an individual

LISA SIMS, an individual

DAVID L. ELLIS

JEWETT CONSTRUCTION, INC., an Arizona corporation

By: _____
Name: _____
Its: _____

STAPP INVESTMENTS, L.C., a Utah limited liability company

By: _____
Name: _____
Its: _____

BANK OF UTAH CUSTODIAN FOR
RICHARD O. STAPP IRA, IRA #1601465

By: Jodie K. Nutt
Name: JODIE K. NUTT
Its: TRUST OFFICER

203127

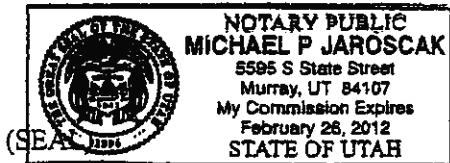
STATE OF UTAH)

: SS

County of SALT LAKE)

On this 3 day of OCTOBER, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared DAVID L. ELLIS, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



M. P. Jarosca
NOTARY PUBLIC FOR SALT LAKE COUNTY
Residing at: 5595 S STATE STREET
Commission expires: FEB 26, 2012

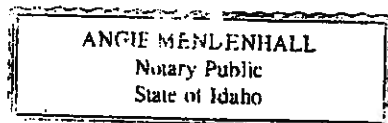
STATE OF Idaho)

: SS

County of Caribou)

On this 1st day of October 2008, before me personally appeared Ron Jewett personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument JEWETT CONSTRUCTION, INC., an Arizona corporation, executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Angie Menlenhall
Notary Public for Idaho
Residing at: Space
My Commission Expires 01-20-12

203127

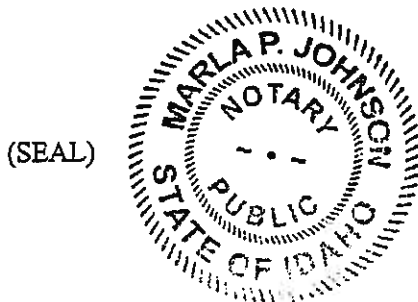
STATE OF IDAHO)

: SS

County of Benchley

On this 7 day of October, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared GARY L. SIMS and LISA SIMS, husband and wife, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Marla P. Johnson
 NOTARY PUBLIC FOR IDAHO
 Residing at: Quilley Idaho
 Commission expires: 7-7-2010

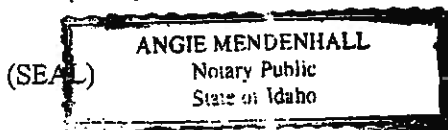
STATE OF Idaho)

: SS

County of Canyon

On this 1st day of October, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared RON JEWETT (aka Ronald E. Jewett Jr.) and ~~LISA JEWETT~~ KIM JEWETT, husband and wife ("Mortgagors" herein), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Angie Mendenhall
 NOTARY PUBLIC FOR Idaho
 Residing at: Idaho
 Commission expires: 01-20-10

STATE OF Utah)

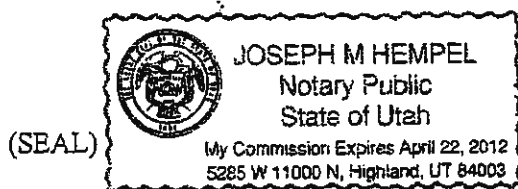
: SS

County of Utah)

203127

On this 3 day of Oct, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared ~~RON JEWETT~~ (aka Ronald E. Jewett Jr.) and KIM JEWETT, husband and wife, ("Mortgagors" herein), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Joseph M. Hempel
NOTARY PUBLIC FOR Utah
Residing at: 5285 W. 11000 N. Highland
Commission expires: 4/27/2012

203127

STATE OF _____)
: ss
County of _____)

On this _____ day of _____ 2008, before me personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, STAPP INVESTMENTS, L.C. executed the instrument.

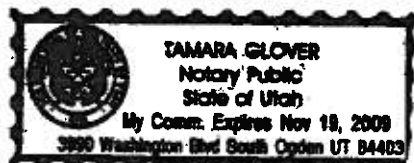
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission Expires _____

STATE OF Utah)
: ss
County of Weber)

On this 10th day of October 2008, before me personally appeared Jodie K. Nutt personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



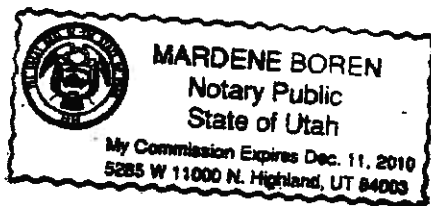
Tamara Glover
Notary Public for _____
Residing at _____
My Commission Expires _____

203127

STATE OF Utah)
)
County of Utah) : SS

On this 14th day of October 2008, before me personally appeared Richard O. Stapp personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, STAPP INVESTMENTS, L.C. executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Mardene Boren
Notary Public for Utah
Residing at Utah County
My Commission Expires December 11, 2010

STATE OF _____)
)
County of _____) : SS

~~On this _____ day of _____ 2008, before me personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA executed the instrument.~~

~~WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.~~

~~_____
Notary Public for _____
Residing at _____
My Commission Expires _____~~

Instrument # 181262

CARIBOU COUNTY

8-25-2008 04:05:35 No. of Pages: 19

Recorded for : ALLIANCE TITLE

VEDA MASCARENAS

Ex-Officio Recorder Deputy

Index to: DEED OF TRUST

Fee: 57.00
[Signature]

**DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING,
AND ASSIGNMENT OF LEASES AND RENTS**

THIS DEED OF TRUST ("Deed of Trust") is made this 22nd day of August, 2008, by and between JEWETT CONSTRUCTION, INC., an Arizona corporation, whose address is 2901 Star Drive, Lake Havasu, Arizona ("Grantor"), ALLIANCE TITLE & ESCROW CORPORATION, a Delaware corporation, whose address is 2350 Via Caporatti Drive, Pocatello, Idaho 83201 ("Trustee"), and STAPP INVESTMENTS, L.C., an Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 ("Beneficiary").

1. Grant of Deed of Trust. In order to secure Grantor's payment and performance of obligations under a certain promissory note of even date herewith in the amount of FIVE HUNDRED THIRTY THOUSAND 00/100 DOLLARS (\$530,000.00) and all other obligations of Grantor to Beneficiary, including without limitation those obligations under a certain assignment and assumption agreement of even date herewith, whenever incurred or borrowed, and whether or not contemplated by the parties hereto as of the date hereof, and any renewals, extensions, novations, or modifications of the foregoing (collectively "Obligations"), Grantor does hereby irrevocably grant, convey, transfer, sell, bargain, pledge and assign to Trustee, in trust with power of sale, the following real and personal property (collectively "Secured Property"):

- a. Certain parcel of real property and improvements located in Caribou County, State of Idaho, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (collectively the "Land");
- b. All additional lands, estates and development rights for use in connection with the Land and its development;
- c. All buildings, structures, improvements, fixtures, additions, extensions, repairs, replacements and appurtenances now or hereafter placed on the Land, or other real property used in connection with the Land and its development;
- d. All easements and rights of way and all rights, privileges and appurtenances thereunto belonging or in any way appurtenant to the Land, whether now existing or hereafter acquired;

- e. All sewer rights, water, water rights and shares of stock pertaining to such water or water rights, specifically including without limitation Idaho Department of Water Resources Water Right Numbers 11-4058 and 11-7107, and all rights, privileges and appurtenances thereunto belonging or in any way appurtenant to the Land, whether now existing or hereafter acquired;
- f. All of Grantor's mineral rights and mining rights, as well as minerals, sand, gravel, soil and the like (including oil and gas), which have not been extracted from the Land;
- g. All plant, equipment, inventory, apparatus, machinery, fittings, appliances, furniture, furnishings, fixtures and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Grantor), owned by the Grantor and now or at any time hereafter fixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the Land, including by way of example and not by way of limitations, all accounts receivable, general intangibles, and personal property used by Grantor in operating its business and all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, beds, mattresses, tables, chairs, couches, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings, drapes, shades, signs and shrubbery; as well as all building and construction materials and supplies of every kind, nature and description owned by the Grantor and located on, at, or about the Land, whether or not yet incorporated into any road, drainage, water or sewer system, building, structure, or improvement, or located elsewhere and not as yet delivered to the Land, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any road, drainage, water or sewer system, building, structure, or improvement on the Land, including by way of example and not imitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, pumps, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing, molding and including without limitation the following items (hereafter collectively, the "Personal Property"):

Shares of stock in a canal company or irrigation company and Idaho Department of Water Resources Water Right Numbers 11-4058 and 11-7107, and all rights and privileges associated with the Land;

- h. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, all licenses, permits and approvals and applications therefore from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, whenever located and whenever created, compiled, or made with respect to the development or construction of Improvements upon the Land and any leasing of space in the completed Improvements;
- i. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, agreements applicable to the Land or adjoining lands, or contracts of sale with respect thereto, and all proceeds and products thereof, with the right to: (a) collect any sums of money at any time payable to the Grantor in consequence of such rights and benefits, including the release, modification, or amendment thereof, for application to the Obligations, and (b) utilize any collection or enforcement rights to remedies to collect the same which may be available to the Grantor under law;
- j. All of the proceeds of the voluntary or involuntary conversion of the aforementioned property or any part of the aforementioned property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise, as well as a security interest which is hereby granted to the Beneficiary in the same;
- k. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Land or Personal Property;
- l. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price and performance of the terms and conditions of any contract of sale for the Land or the Personal Property, with the right to collect the same at any time for application to the Obligations and to utilize any collection or enforcement rights or remedies which may be available to the Grantor under law or any contract of sale, but without any duty or obligation to perform on behalf of the Grantor any of the Grantor's duties or obligations to any purchaser of the Land or the Personal Property.

All of the aforementioned Land, the Personal Property, and other rights and benefits and all other property described in the above stated granting clauses of this Deed of Trust are hereafter referred to collectively as the "Secured Property." To the extent that any items of Secured Property are not or have not yet become fixtures and permanent additions to and a part of the Land, and are instead personal property, Grantor hereby grants and conveys to Beneficiary a security interest in the Personal Property under the Uniform Commercial Code, as amended, including a security interest in substitutions, renewals and replacements thereof and in all of such items hereafter acquired and

constituting after-acquired property, for so long as such items are or remain personal property and not fixtures and permanent additions to the Land.

2. Payment of Principal and Interest. Grantor shall promptly pay when due the principal of, and interest on, all indebtedness evidenced by the promissory note and any late charges or other applicable fees as provided in the promissory note.

3. Taxes; Assessments; Liens. Grantor shall pay all taxes, assessments and other charges attributable to the Secured Property when due. Grantor shall also pay, when due, all water assessments, mechanics, materialmen or tax encumbrances, charges and liens, with interest, on the Secured Property or any part thereof, and all costs, fees and expenses of this Trust. Grantor shall deposit with Beneficiary all receipts or other satisfactory evidence of the payment of such assessments, encumbrances, charges, claims and liens affecting the Secured Property. In addition to the payments due in accordance with the terms of the promissory note secured hereby, the Grantor shall, at the option and on the demand of Beneficiary, pay directly to Beneficiary each month one-twelfth (1/12) of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges on the Secured Property in trust for Grantor's use, and benefit and for the payment by Beneficiary of any such items when due. In addition, if Beneficiary determines that such monthly payments will not be sufficient to enable Beneficiary to pay the next installments of annual taxes, assessments, insurance premiums, maintenance or other charges on the Secured Property, Grantor shall pay to Beneficiary, on demand, an amount which, when added to the said monthly payments, will be sufficient to enable Beneficiary to pay each next installment. Grantor's failure to so pay shall constitute a default under this Deed of Trust.

4. Grantor's Waivers. Grantor hereby waives, to the greatest extent legally permissible, all rights or defenses arising by reason of any "one action rule" or "anti-deficiency" law, or any other law that may prevent Beneficiary from bringing any action against Grantor, including a claim for deficiency to the extent Beneficiary is otherwise entitled to such a claim, before or after Beneficiary's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. Grantor hereby waives, to the extent permitted by law, the benefit of all applicable laws now or hereafter in force regarding appraisal, valuation, stay, extension, reinstatement and redemption and all rights of marshalling in the event of any sale hereunder of the Secured Property or any part thereof or any interest therein.

5. Warranty of Title. Grantor warrants that Grantor is the lawful owner of the estate hereby conveyed and has the right to grant and convey the Secured Property, that the Secured Property is unencumbered (except as to those encumbrances previously disclosed by Grantor to the Beneficiary in writing) and that Grantor will warrant and defend generally the title to the Secured Property against all claims and demands, subject to any declarations, easements or restrictions listed in the schedule of exceptions to coverage in any title insurance policy insuring Beneficiary's interest in the Secured Property.

6. Application to Land and Mortgage. Grantor, Trustee, and Beneficiary hereby agree that the Land involved in this Deed of Trust and described in the attached Exhibit "A" complies with the definition of real property set forth in Idaho Code § 45-1502(5). In the event that it is determined that this Deed of Trust is not enforceable as a deed of trust under Idaho law (including without limitation an exercise of the power of sale by Trustee by non-judicial foreclosure), the parties hereby declare that in such event, it is their intent that this Deed of Trust be treated as a mortgage.

7. Permission for Construction. INTENTIONALLY OMITTED.

8. Insurance. The Grantor shall obtain and shall at all times during the term hereof maintain the following insurance coverage:

a. Casualty Insurance. Grantor shall obtain and maintain a policy of all-risk or fire and extended coverage casualty insurance for the Secured Property, including without limitation any Improvements now or hereafter constructed upon the Land. All insurance policies shall be in amounts satisfactory to the Beneficiary, but in any event not less than the full insurable value of the Improvements or the outstanding balance of the promissory note, and sufficient to prevent any co-insurance liability on the part of the Beneficiary or the Grantor. The Beneficiary shall have the right to approve the insurance company issuing the policy or policies and the specific form of policy or policies to be used. The Beneficiary shall be named as an insured, under a standard mortgagee clause, and as a loss payee according to its interest in the Secured Property. The Beneficiary shall be supplied with the originals of the aforementioned insurance policies and paid receipts evidencing payment of the premiums due on the same. The aforementioned insurance policies shall bear an endorsement prohibiting cancellation, material modification or termination, unless thirty (30) calendar days' prior written notice thereof is provided to the Beneficiary. The Grantor shall give the Beneficiary prompt notice of any loss covered by such casualty insurance, and the Trustee or the Beneficiary shall have the right to join the Grantor in adjusting any loss covered by an insurance policy. All proceeds of an insurance policy shall be payable solely to the Beneficiary (according to its interest in the Secured Property), and not jointly to the Beneficiary and the Grantor or solely to the Grantor, and shall be delivered by the insurance company to the Beneficiary and not to the Grantor, to be applied to the repayment of the Obligations or to the repair and reconstruction of the Improvements, as the Beneficiary may determine in its sole discretion. The Grantor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained above unless the Beneficiary is included thereon as a named insured with losses payable to the Beneficiary as above provided. The Grantor shall immediately notify the Beneficiary whenever any such separate insurance is taken out and shall promptly deliver to the Beneficiary the policy or policies of such insurance.

b. Flood Insurance. If any portion of the Land is located in a specially designated flood hazard area, the Grantor shall obtain and maintain flood hazard insurance in the full insurable value of the Improvements located on or to be constructed on such Land or the full amount of coverage available, if less than the full insurable value of the Improvements, naming the

Beneficiary as an insured, under a standard mortgage clause, and as a loss payee according to its interest in the Secured Property. The Grantor shall be required to provide flood hazard insurance as described, unless the Grantor's insurance broker certifies to the Beneficiary in writing that the Land is not in a flood hazard area. The proceeds of any loss payable under a flood insurance policy shall be payable to the Beneficiary according to its interest in the Secured Property. The Beneficiary shall be supplied with the original of any flood insurance policy and a paid receipt evidencing payment of the premiums due on the same. Any policy of flood insurance shall bear an endorsement prohibiting cancellation, material modification or termination, unless thirty (30) calendar days' prior written notice thereof is provided to the Beneficiary.

c. Public Liability Insurance. The Grantor shall maintain public liability and property damage insurance policies insuring the Grantor against loss as a result of personal injury or property damage relating to the Secured Property. The Beneficiary shall be supplied with copies of all such policies, and receipts evidencing the payment of premiums due thereon, or certificates from the insurance companies issuing the policies describing the policy and coverage and certifying the insurance coverage to be in full force and effect. All liability and property damage insurance policies shall provide such amounts of coverage as the Beneficiary may specify, but in any event not less than One Million Dollars (\$1,000,000.00) per occurrence, and shall be with insurance companies and upon policy forms acceptable to and approved by the Beneficiary.

9. Preservation and Maintenance of the Property. Grantor shall keep the Secured Property in good repair and shall not commit waste or permit impairment or deterioration of the Secured Property, shall not remove or demolish the Improvements, shall complete or restore promptly and in good workmanlike manner any Improvements which may be constructed, damaged or destroyed thereon, and shall pay when due all claims for labor performed and material furnished thereto. Grantor shall comply with all laws affecting the Secured Property or requiring any alternations or improvements to be made thereon. Grantor shall not commit, suffer or permit any act upon the Secured Property in violation of law or of any covenants, conditions or restrictions affecting the Secured Property. Grantor shall not remove, nor consent to the removal of water or rights to water associated with the Secured Property.

10. Protection of Beneficiary's Security. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Secured Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, then Beneficiary at Beneficiary's option, upon notice to Grantor, may make such appearances, and disburse such sums and take such action as is necessary to protect Beneficiary's interest, including but not limited to, disbursement of reasonable attorneys' fees and entry upon the Secured Property to preserve its value. Any amounts disbursed by Beneficiary pursuant to this paragraph, with interest thereon at the same rate contained in the promissory note secured hereby, and shall become additional indebtedness of the Grantor secured by this Deed of Trust. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice

from Beneficiary to Grantor requesting payment therefore. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action hereunder.

11. Title to Land; Liens. The Grantor has, as of the date hereof, and shall at all times during the term of this Deed of Trust, maintain good and marketable title to the Secured Property free and clear of any and all liens, charges, restrictions, encumbrances, security interests and adverse claims whatsoever, excepting any liens, charges, restrictions, encumbrances or security interests which: (a) are set forth in the title insurance policy issued in favor of, and approved by, the Beneficiary with respect to the Land; (b) are expressly permitted by the provisions of this Deed of Trust; or (c) are otherwise consented to in writing by the Beneficiary.

12. Actions Affecting Security. Grantor shall appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or powers of Beneficiary or Trustee, and shall pay all costs and expenses incurred by Beneficiary or Trustee, including cost of evidence of title and attorneys' fees in a reasonable sum in any such action or proceeding in which Beneficiary or Trustee may appear.

13. Prohibition Against Sale or other Disposition. Unless Beneficiary consents in writing, Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable if Grantor or any successor in interest to Grantor (a) conveys, transfers or assigns the Secured Property or any part thereof, whether by deed, contract of sale, lease or otherwise; or (b) further encumbers or alienates the Secured Property or any part thereof; or (c) suffers its title to any interest therein to be divested, whether voluntarily or involuntarily; or (d) if suit be commenced to condemn the Land as being unfit for human use and occupancy or to abate as a nuisance activities or conditions found thereon or for the partition or sale of the Land; or (e) if Grantor is an entity, any ownership interest (including partnership, membership interests, stock or shares) are transferred or assigned, whether voluntarily or involuntarily.

14. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Secured Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary in accordance with its interest in the Secured Property. In the event of a taking of the Secured Property, in whole or in part, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. If the Secured Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. Unless Beneficiary and Grantor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any installment or other payment due for the Obligations.

15. Future Advances. The Beneficiary may make future advances to the Grantor and may advance or re-advance funds to the Grantor and all such future advances and readvances shall be fully secured by the lien and security interest of this Deed of Trust. Beneficiary shall have no obligation to make any future advances to Grantor and all future advances shall be in Beneficiary's sole and absolute discretion. If advances of additional monies are made, Grantor shall execute such additional documentation as the Beneficiary may require to memorialize any such advance.

16. Security Agreement. This Deed of Trust shall also constitute a security agreement from the Grantor to the Beneficiary under the *Uniform Commercial Code*. Grantor hereby authorizes and, as required, will take such actions and will execute such documents or agreements as may be required from time to time by Beneficiary to establish, perfect or maintain the security interest granted herein in the Secured Property or to otherwise effectuate the purposes of this Agreement. Grantor authorizes Beneficiary to act for Grantor: (1) in filing UCC financing statements describing the Secured Property, (2) in filing UCC financing statement amendments, except when additional collateral not described herein is taken, (3) in filing UCC financing statement terminations with respect to Grantor, and (4) in filing UCC financing statements describing any agricultural liens or other statutory liens held by Beneficiary. Grantor further authorizes and grants to Beneficiary during the term hereof an irrevocable power of attorney to: (i) demand termination of UCC termination statements of other secured parties of Grantor related to the Secured Property and to accept delivery of and file such termination statements, (ii) authorize or execute any document of title, securities or other power or other authorization to maintain, assign, sell or otherwise control or dispose of the Secured Property and (iii) file UCC financing statements describing the Secured Property. The Grantor agrees to execute and file necessary financing statements and do whatever may be necessary under applicable law to perfect and continue the Beneficiary's interest in the Secured Property.

17. Status. If applicable, Grantor shall maintain in good standing and in full force and effect the Grantor's status as a validly constituted corporation, limited liability company, or limited liability partnership under the laws of the State of its organization, and all rights and privileges to transact business in the State of Idaho.

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

19. Environmental Requirements. The Grantor represents and warrants to the Trustee and the Beneficiary that no materials or substances previously have been or are now located in, on or near the Secured Property which, under federal, state, or local law, statute, ordinance or regulation; or court or administrative order or decree; or private agreement (collectively "Environmental Requirements"), require special handling in collection, storage, treatment, or disposal. The Grantor shall not place or permit to be placed any such materials or substances in, on or near the Secured Property, and all leases affecting the Secured Property shall contain a covenant to that effect. If at any time it is determined that there are materials or substances located in, on or near the Secured

Property which, under any Environmental Requirements, require special handling in collection, storage, treatment, or disposal, the Grantor shall, within thirty (30) calendar days after written notice thereof, commence or cause to be commenced and diligently pursued to completion within thirty (30) calendar days thereafter, at the Grantor's sole expense, such actions as may be necessary to comply with all Environmental Requirements. If the Grantor shall fail to take such action, the Beneficiary may make advances or payments toward performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including without limitation reasonable attorney fees, and fines or other penalty payments, shall be at once repayable by the Grantor and shall bear interest at the default rate provided in the promissory note secured hereby, from the date the same was advanced until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become a part of the Obligations. The Grantor shall indemnify and hold harmless the Trustee and the Beneficiary from all loss, liability, damage, cost and expense, including reasonable attorney fees, for failure of the Secured Property to comply in all respects with all Environmental Requirements. The provisions of this Section shall survive payoff, release, or foreclosure of this Deed of Trust; provided, however, that the Grantor shall not be liable under this Section for any loss, liability, damage, cost or expense which results from events or conditions occurring or created after the Grantor has disposed of the Secured Property and ceased all operations thereon. Grantor has an affirmative duty to notify the Beneficiary in writing of any violation of Environmental Requirements within ten (10) days of such violation or notice of violation. The Grantor, promptly upon the written request of the Beneficiary from time to time, and at Grantor's expense, shall provide the Beneficiary from time to time with an environmental site assessment or report, all in scope, form, and content satisfactory to the Beneficiary.

20. Grantor Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor and Grantor's successors in interest. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor and Grantor's successors in interest.

21. Reconveyance. Upon payment of all Obligations secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Secured Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Secured Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

22. Possession. The Grantor may retain possession of the Secured Property so long as a default has not occurred, but upon the happening of a default (or an Event of Default under the promissory note), the Beneficiary may assume possession of the Secured Property and dispossess the Grantor therefrom, although the Grantor shall remain fully liable to the same extent as though in possession and not dispossessed by the Beneficiary. In the event the Beneficiary assumes possession

of the Secured Property, the Beneficiary may make repairs, renovations, and replacements with respect to the Secured Property and take all necessary steps to preserve and protect the Secured Property, and the costs and expenses of the Beneficiary in performing such acts shall be fully secured by this Deed of Trust.

23. Waivers of Stay, Exemptions, etc. The Grantor will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution of sale of the Secured Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Deed of Trust, nor claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Secured Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provisions herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof and the Grantor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no law or laws had been made or enacted.

24. Assignment of Leases and Rents. The Grantor hereby assigns to the Beneficiary all leases and rents of the Secured Property independent of whether a receiver is appointed or not; provided, however, that nothing herein shall obligate the Beneficiary to perform on behalf of the Grantor any of the Grantor's duties or obligations under any lease or shall entitle any lease to continue in full force and effect after a foreclosure sale unless the Beneficiary has affirmatively elected, as provided elsewhere herein, to make the foreclosure sale subject to a lease. The assignment of leases and rents shall be effective immediately and is not dependent on the existence or declaration of an Event of Default.

25. Default. Default shall occur if (a) payment or performance of any note, indebtedness, liability or Obligations secured hereby (or any other obligation or agreement the Grantor may owe to the Beneficiary) or of any interest thereof be not made at the time or in the manner agreed; or (b) Grantor fails to perform any of its obligations hereunder; or (c) should Grantor sell, convey or transfer the Secured Property, or any part thereof, or any interest therein, then Beneficiary shall have the right, at its option to declare all sums secured hereby immediately due and payable; if Beneficiary exercises said option and Grantor fails to pay all such sums, it shall constitute a default hereunder; or (d) if any note secured hereby provides any charge for prepayment of any indebtedness secured hereby and Grantor fails to pay same; or (e) the Secured Property, or any part thereof, be attached or become subject to any other legal process and not be released therefrom within ninety (90) days; or (f) Grantor becomes insolvent, makes an assignment for benefit of creditors, becomes the subject of any bankruptcy, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceedings.

26. Rights and Remedies. The Beneficiary or Trustee, or both, have the following rights and remedies:

- a. Remedies Upon Event of Default. Upon the occurrence and during the continuance of any Event of Default, Beneficiary may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Secured Property, including without limitation the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary:
 - i. Accelerate Indebtedness. Declare the entire Obligations immediately due and payable.
 - ii. Foreclosure. Institute proceedings, judicial or otherwise, under any applicable provision of law, for the complete foreclosure of this Deed of Trust or the partial foreclosure for any portion of the Obligations then due and payable (subject to the continuing lien and security interest of this Deed of Trust for the balance of the Obligations not then due), unimpaired and without loss of priority.
 - iii. Power of Sale. Sell for cash or upon credit the Secured Property or any part thereof and all estate, claim, demand, right, title and interest of Grantor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law. The Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by the Grantor, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder. In the event of an election to sell as provided in this Deed of Trust, the provisions of Idaho Code Section 45-1502, *et seq.* shall be deemed applicable.
 - iv. Specific Performance. Institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the promissory note or other related documents.
 - v. Suit on Note. Recover judgment on the promissory note either before, during or after any proceedings for the enforcement of this Deed of Trust or the related documents.
 - vi. Appointment of Receiver. Apply for the appointment of a receiver, trustee, liquidator or conservator of the Secured Property, or any portion thereof,

without notice and without regard for the adequacy of the security for the Obligations and without regard for the solvency of Grantor or any other personal liable for the payment of the Obligations.

- vii. Entry onto Land. Enter into or upon the Land, either personally or by its agents and dispossess Grantor and its agents therefrom, without liability for trespass, damage or otherwise and Grantor agrees to surrender possession of the Secured Property. Beneficiary may thereafter (1) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with the Secured Property, including exercise all rights and powers of Grantor with respect to the Secured Property, including without limitation the right to make, cancel, enforce or modify leases, obtain and evict tenants, and demand, sue for, collect and receive all rents; (2) apply the receipts from the Secured Property to the payment of the Obligations, in such order, priority and proportions as Beneficiary shall deem appropriate in its sole discretion, after deducting therefrom all expenses (including reasonable attorney fees) incurred in connection with the aforesaid operations and all amounts necessary to pay all operating expenses of the Secured Property; (3) require Grantor to pay the fair and reasonable rental value for the use and occupation of such part of the Secured Property as may be occupied or possessed by Grantor or require Grantor to vacate and surrender possession of the Secured Property.
- viii. Uniform Commercial Code. Exercise any and all rights and remedies granted to a secured party upon default under the Idaho Uniform Commercial Code, including without limiting the generality of the foregoing: (1) to take possession of the Personal Property or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the Personal Property, and (2) to require Grantor at its expense to assemble the Personal Property and make it available to Beneficiary at a convenient place acceptable to Beneficiary. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Personal Property sent to Grantor in accordance with the provisions hereof at least ten (10) days prior to such action shall constitute commercially reasonable notice to Grantor.
- ix. Other Remedies. Trustee or Beneficiary shall have all other rights and remedies provided in this Deed of Trust or the related documents; provided, however, Beneficiary shall not be limited exclusively to the rights and remedies herein or therein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.
- b. Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Secured Property, and or any part thereof, or any other sums

collected by Beneficiary pursuant to the promissory note, this Deed of Trust or the related documents, may be applied by Beneficiary to the payment of the Obligations in such priority and proportions as Beneficiary in its discretion shall deem proper.

- c. Right to Cure Defaults. Beneficiary may, but without any obligation to do so and without notice to or demand on Grantor and without releasing Grantor from any obligation hereunder, make any payment or do any act required of Grantor hereunder in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof. Beneficiary is authorized to enter upon the Secured Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Secured Property or to foreclose this Deed of Trust or collect the Obligations, and the cost and expense thereof (including reasonable attorney fees), with interest as provided in this paragraph, shall constitute a portion of the Obligations and shall be due and payable to Beneficiary upon demand. All such costs and expenses incurred by Beneficiary in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the default rate set forth in the promissory note, for the period after notice from Beneficiary that such cost or expense was incurred to the date of payment to Beneficiary. All such costs and expenses incurred by Beneficiary together with interest thereon calculated at the default rate shall be deemed to constitute a portion of the Obligations and be secured by this Deed of Trust and the related documents and shall be immediately due and payable upon demand by Beneficiary.
- d. Actions and Proceedings. Beneficiary has the right to appear in and defend any action or proceeding brought with respect to the Secured property and to bring any action or proceeding, in the name and on behalf of Grantor, which Beneficiary, in its sole discretion, decides should be brought to protect its interest in the Secured Property.
- e. Recovery of Sums Required to be Paid. Beneficiary shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Obligations as the same become due, without regard to whether or not the balance of the Obligations shall be due, and without prejudice to the right of Beneficiary thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.
- f. Waiver, Election of Remedies. A waiver by Beneficiary of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice Beneficiary's rights otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not

affect Beneficiary's right to declare and exercise its remedies under this Deed of Trust. The rights of Beneficiary under this Deed of Trust shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Beneficiary shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

27. Indemnification Arising from Sale. In the event any Secured Property secures either any of the sums now or hereafter owed by the Grantor to the Beneficiary or the Obligations and the Beneficiary acquires the same after a foreclosure sale as to real property or a public auction sale as to personal property, the Grantor agrees to indemnify and hold the Beneficiary harmless from any loss, cost, or expense which the Beneficiary may sustain as a result of: (a) selling the Secured Property so acquired for less than the total sums owed by the Grantor to the Beneficiary or the Obligations, as the case may be, provided, however, that any such sale by the Beneficiary is done in a commercially reasonable manner; (b) any action brought against the Beneficiary under Section 548 of the United States Bankruptcy Code, as amended, on the ground that the consideration paid by the Beneficiary for the Secured Property was not "reasonably equivalent value;" or (c) any action brought against the Beneficiary under any applicable state fraudulent conveyance law, or under Section 544(b) of the United States Bankruptcy Code, as amended, on the ground that the consideration paid by the Beneficiary for the Secured Property was inadequate.

28. Warranties. The Grantor warrants generally that it is the owner of the Secured Property and that it has good and marketable title thereto, and that it will forever warrant and defend the same and the validity and priority of the lien and security interest of this Deed of Trust to the Trustee and the Beneficiary against the claims of any and all other persons according to Beneficiary's interest in the Secured Property. The Grantor further warrants that Grantor will execute such other and further assurances as may be required by the Beneficiary.

29. Waivers. The Beneficiary may at any time or from time to time waive all or any rights under this Deed of Trust or any other loan document, but any waiver or indulgence by the Beneficiary at any time or from time to time shall not constitute, unless specifically so expressed by the Beneficiary in writing, a future waiver of performance or exact performance by the Grantor.

30. No Third Party Beneficiary Rights. This Deed of Trust is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

31. Continuing Obligation of the Grantor. The terms, conditions, and covenants set forth herein and in the other loan documents shall survive closing and shall constitute a continuing joint and several obligation of the Grantor during the course of the transaction contemplated herein.

32. Binding Obligation. This Deed of Trust shall be binding upon the parties and their successors and assigns.

33. Final Agreement. This Deed of Trust contains the entire agreement between the parties hereto with respect to the subject matter of this Deed of Trust and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.

34. Amendment. This Deed of Trust may be amended or altered only in a writing signed by the party to be bound by the amendment, change or alteration.

35. Photocopies Sufficient. A carbon, photographic, or other reproduction of this Deed of Trust shall be sufficient as a financing statement.

36. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and delivered to the parties hereto by (a) hand-delivery, (b) established express delivery service that maintains delivery records, (c) certified or registered U.S. mail, postage prepaid, return receipt requested, or (d) facsimile or other electronic means at the following addresses, or at such other address as the parties hereto may designate pursuant to this section:

If to the Beneficiary:

Stapp Investments, L.C.
824 East Sunburst Lane
Alpine, Utah 84004
Phone _____
Fax _____
Email: _____

If to the Grantor:

Jewett Construction, Inc.
2901 Star Drive
Lake Havasu, Arizona 86406
Phone _____
Fax _____
Email: _____

37. Incorporation by Reference. The terms, conditions, and provisions of the promissory note secured hereby and all other loan documents are incorporated by reference in this Deed of Trust to the same extent as if set forth in full in this Deed of Trust. Should any of the terms, conditions, and provisions of the promissory note or any other loan document conflict with the terms, conditions, or provisions of this Deed of Trust, the Trustee or the Beneficiary shall select which of the terms, covenants, and conditions shall govern and control.

38. Terminology. Whenever used herein, the term "Grantor" shall include the personal representatives, successors, and assigns of the Grantor or the Grantors; the term "Trustee" shall include the successors and assigns of the Trustee and any substitute or successor Trustee. The term "Beneficiary" shall include the successors and assigns of the individual, individuals, partnership, limited liability company or corporation holding the beneficial interest in the promissory note secured by this Deed of Trust; the use of the singular shall include the plural, and the plural may refer only to the singular. The use of any gender shall be applicable to all genders. The term "Loan Documents" shall mean the promissory note, Deed of Trust, and any and all other documents requested by or delivered to Beneficiary as an incident of the transaction giving rise to this Deed of Trust.

39. Joint and Several Liability. If there exists more than one Grantor, all liabilities under this Deed of Trust shall be joint and several with respect to the Grantors.

40. Invalidity. If any provision or part of any provision contained in this Deed of Trust shall be found for any reason to be illegal, invalid or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Deed of Trust and this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

41. Time. Time is of the essence of all Obligations. Whenever a date for an action required to be performed or any other period of time set forth in this Deed of Trust falls on a Saturday, Sunday, or federal holiday, then such date shall be extended to the following business day.

42. Substitute Trustee. Beneficiary, at Beneficiary's option, may from time to time remove the Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Secured Property, the successor trustee shall succeed to all title, power and duties conferred upon the Trustee herein and by applicable law.

43. Trustee's Acceptance. Trustee accepts this Trust when this Deed of Trust, after execution and acknowledgment, is made a public record as provided by law. The Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party and brought by Trustee.

44. Governing Law. This Deed of Trust and any instruments executed in connection herewith shall be construed and governed by and in accordance with the laws of the State of Idaho.

45. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Obligations secured by this Deed of Trust.

46. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

47. Attorney Fees. In the event Beneficiary retains the services of an attorney in order to enforce the terms or provisions of this Deed of Trust, Grantor shall reimburse the Beneficiary for reasonably attorney fees and costs incurred by Beneficiary, whether or not litigation or other proceedings are commenced to enforce the terms or provisions of this Deed of Trust.

48. Covenants Run with Land. The covenants and agreements herein contained shall run with the land and shall bind Grantor, the successors and assigns of Grantor and all subsequent owners, encumbrancers, tenants and sub-tenants of the Property, and shall inure to the benefit of Beneficiary, the successors and assigns of Beneficiary and all subsequent holders of this Deed of Trust.

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GRANTOR:

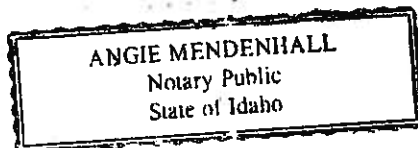
An Arizona corporation

By: [Signature]
Name: Ben Jewett
Its: President

STATE OF Idaho)
County of Caribou) : SS

Don Jewett, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity(ies) upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.




 Notary Public for Idaho
 Residing at Grace
 My Commission Expires 01/20-12

EXHIBIT "A"
Legal Description of Real Property

A parcel of land located in the North ½ of the North ½ of Section 15, Township 9 South, Range 41 East, Boise Meridian, Caribou County, Idaho. The same being portions of the lands described in Warranty Deeds Instrument No. 16598 and 23200 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of Section 15, Township 9 South, Range 41 East, Boise Meridian, Caribou County, Idaho. The same being marked and witnessed by a 2 inch Aluminum cap set this survey, said corner being North 00°31'02" East 5301.31 feet from the Southeast corner of said Section basis of bearing;

Thence South 00°31'02" West along the East boundary line of said Section for a distance of 1325.33 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set at the North 1/16 corner between Sections 14 and 15, the same being the Southeast corner of the North ½ of the North ½ of Section 15;

Thence North 89°51'28" West along the South boundary line of the North ½ of the North ½ of said Section for a distance of 81.39 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set at the intersection of said boundary line with the Westerly right of way line of the Balls Road, the same being 25.00 feet perpendicular distant from the centerline of said road, the **TRUE POINT OF BEGINNING**;

Thence continuing North 89°51'28" West along the South boundary line of the North ½ of the North ½ of said Section for a distance of 5171.12 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set at the Southwest corner of the North ½ of the North ½ of said Section 15;

Thence North 00°29'54" East along the Westerly boundary line of said Section for a distance of 190.44 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set at the intersection of said boundary line and the Southerly right of way line of the Second Bridge Road, the same being 30.00 feet perpendicular distant from the centerline of said road, the same also being, a point on an 860.72 foot radius nontangent curve whose center bears South 34°53'41" East;

Thence Northeasterly, parallel with and 30.00 feet perpendicular distant from the centerline of said road, along said curve to the right through a central angle of 03°11'22" for an arc distance of 47.91 feet to a 5/8" rebar with cap tagged "GVS, PLS 9169" set at the point of tangency (Chord North 56°42'00" East 47.91 feet);

Thence North 58°17'41" East along said right of way line, parallel with and 30.00 feet perpendicular distant from the centerline of said road, for a distance of 669.065 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169";

Thence leaving said right of way line and coursing through said lands South 89°51'28" East for a distance of 4570.88 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set on the Westerly right of way line of the Balls Road, the same being 25.00 feet parallel and perpendicular distant from the centerline of said road;

Thence South 01°04'17" West along said right of way line for a distance of 569.95 feet the **TRUE POINT OF BEGINNING**.

Instrument # 182075

CARIBOU COUNTY

11-25-2008 03:18:19 No. of Pages: 16

Recorded for : ALLIANCE TITLE

VEDA MASCARENAS

Ex-Officio Recorder Deputy

Fee: 48.00

Index to: MODIFICATION AGREEMENT

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is entered into this 1st day of October, 2008, by and between JEWETT CONSTRUCTION, INC., an Arizona corporation, RON JEWETT (aka Ronald E. Jewett Jr.), KIM D. JEWETT, GARY L. SIMS, LISA SIMS, DAVID L. ELLIS, STAPP INVESTMENTS, L.C., a Utah limited liability company, and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA, IRA #1601465. This Agreement modifies and amends certain terms of the following:

A. The Secured Promissory Note dated August 22, 2008 in the principal amount of \$530,000.00 naming Jewett Construction, Inc. as Maker and Stapp Investments, L.C. as Holder;

B. The Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents made by Jewett Construction, Inc. for the benefit of Stapp Investments, L.C., dated August 22, 2008 and recorded on August 25, 2008 as Instrument Number 181262 in the records of Caribou County, Idaho encumbering real and personal property located in Caribou County, State of Idaho:

A parcel of land located in the North ½ of the North ½ of Section 15, Township 9 South, Range 41 East, Boise Meridian, Caribou County, Idaho. The same being portions of the lands described in Warranty Deeds Instrument No. 16598 and 23200 as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of Section 15, Township 9 South, Range 41 East, Boise Meridian, Caribou County, Idaho. The same being marked and witnessed by a 2 inch Aluminum cap set this survey, said corner being North 00°31'02" East 5301.31 feet from the Southeast corner of said Section basis of bearing; Thence South 00°31'02" West along the East boundary line of said Section for a distance of 1325.33 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set at the North 1/16 corner between Sections 14 and 15, the same being the Southeast corner of the North ½ of the North ½ of Section 15; Thence North 89°51'28" West along the South boundary line of the North ½ of the North ½ of said Section for a distance of 81.39 feet to a 5/8" rebar with cap tagged, "GVS PLS 9169" set at the intersection of said boundary line with the Westerly right of way line of the Balls Road, the same being 25.00 feet perpendicular distant from the centerline of said road, the TRUE POINT OF BEGINNING;

Thence continuing North 89°51'28" West along the South boundary line of the North ½ of the North ½ of said Section for a distance of 5171.12 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set at the Southwest corner of the North ½ of the North ½ of said Section 15; Thence North 00°29'54" East along the Westerly boundary line of said Section for a distance of 190.44 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set at the intersection of said boundary line and the Southerly right of way line of the Second Bridge Road, the same being 30.00 feet perpendicular distant from the centerline of said road, the same also being, a point on an 860.72 foot radius nontangent curve whose center bears South 34°53'41" East; Thence Northeasterly, parallel with and 30.00 feet perpendicular distant from the centerline of said road, along said curve to the right through a central angle of 03°11'22" for an arc distance of 47.91 feet to a 5/8" rebar with cap tagged "GVS, PLS 9169" set at the point of tangency (Chord North 56°42'00" East 47.91 feet):

Thence North 58°17'41" East along said right of way line, parallel with and 30.00 feet perpendicular distant from the centerline of said road, for a distance of 669.065 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169"; Thence leaving said right of way line and coursing through said lands South 89°51'28" East for a distance of 4570.88 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169" set on the Westerly right of way line of the Balls Road, the same being 25.00 feet parallel and perpendicular distant from the centerline of said road; Thence South 01°04'17" West along said right of way line for a distance of 569.95 feet the TRUE POINT OF BEGINNING.

C. The Real Estate Mortgage made by Gary L. Sims, Lisa Sims, Ron Jewett, and Kim D. Jewett in favor of Stapp Investments, L.C., dated August 21, 2008 and recorded on August 25, 2008 as Instrument Number 202326 in the records of Bear Lake County, Idaho, encumbering real property located in Bear Lake County, State of Idaho:

TOWNSHIP 12 SOUTH, RANGE 42 EAST OF THE BOISE MERIDIAN:

Section 13: N½SE¼; N½N½S½SE¼.

ALSO: Beginning at the Southeast Corner of the N½S½NE¼SW¼ of Section 13, Township 12 South, Range 42 East; thence West 102 feet to the edge of the County Road Right of Way; thence in a Northerly direction along said road right of way to a point approximately 21 feet West of the Northeast Corner of the N½S½NE¼SW¼ of Section 13; thence East 21 feet to the Northeast Corner of the N½S½NE¼SW¼ of Section 13; thence South along said Section line approximately 330 feet to the Point of Beginning.

D. The Subordination Agreement dated August 22, 2008 and made by and among Stapp investments, L.C., Jewett Construction, Inc., and David L. Ellis, and recorded on August 25, 2008 as Instrument Number 181263 in the records of Caribou County, Idaho; and re-recorded 11-25-08 as Instrument No. 182074 in the records of Caribou County, Idaho;

E. The Guaranty Agreement dated August 22, 2008 and made by Ron Jewett in favor of Stapp Investments, L.C.;

F. The Borrower's Certificate dated August 22, 2008 and made by Jewett Construction, Inc. in favor of Stapp Investments, L.C.;

FOR VALUE RECEIVED and notwithstanding anything to the contrary contained in the Secured Promissory Note, Guaranty Agreement, the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents, and the Real Estate Mortgage, the parties agree as follows:

1. Modification of Secured Promissory Note. The parties desire and do hereby amend, modify, supplement and correct the Secured Promissory Note as follows:

The following language on Page 1 of the Secured Promissory Note shall be DELETED:

FOR VALUE RECEIVED, JEWETT CONSTRUCTION, INC., an Arizona corporation whose address is 2901 Star Drive, Lake Havasu, Arizona 86406 ("Maker"), promises to pay to the order of STAPP INVESTMENTS, L.C., a Utah limited liability company whose address is 824 East Sunburst Lane, Alpine, Utah 84004 ("Holder"), or at such other places as Holder may from time to time designate, the principal sum of FIVE HUNDRED THIRTY THOUSAND 00/100 DOLLARS (\$530,000.00), payable in full on or before the maturity date, together with interest thereon as provided in this Note, together with all other amounts due hereunder, in lawful money of the United States of America. This Note is secured by a deed of trust, security agreement, fixture filing, and assignment of leases and rents, and a mortgage (collectively "Security Instruments").

The following language shall be ADDED to Page 1 of the Secured Promissory Note and shall replace the above-deleted language:

FOR VALUE RECEIVED, JEWETT CONSTRUCTION, INC., an Arizona corporation whose address is 2901 Star Drive, Lake Havasu, Arizona 86406 ("Maker"), promises to pay to the order of STAPP INVESTMENTS, L.C., a Utah limited liability company whose address is 824 East Sunburst Lane, Alpine, Utah 84004 and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA, whose address is Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465, Attention: Trust Department/Jodie Nutt, 2605 Washington Blvd., Ogden, Utah 84401 (Stapp Investments, L.C. and Bank of Utah Custodian for Richard O. Stapp IRA collectively hereafter "Holder"), or at such other places as Holder may from time to time designate, the principal sum of FIVE HUNDRED THIRTY THOUSAND 00/100 DOLLARS

(\$530,000.00), payable in full on or before the maturity date, together with interest thereon as provided in this Note, together with all other amounts due hereunder, in lawful money of the United States of America. The principal loan amount of \$530,000.00 is allocated by and among Holder with \$295,980.53 or 55.8454% to Stapp Investments, L.C. and \$234,019.47 or 44.1546% to Bank of Utah Custodian for Richard O. Stapp IRA. This Note is secured by a deed of trust, security agreement, fixture filing, and assignment of leases and rents, and a mortgage (collectively "Security Instruments").

2. Modification of The Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents. The parties desire and do hereby amend, modify, supplement and correct the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents as follows:

The following language on Page 1 of the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents shall be DELETED:

THIS DEED OF TRUST ("Deed of Trust") is made this 22nd day of August, 2008, by and between JEWETT CONSTRUCTION, INC., an Arizona corporation, whose address is 2901 Star Drive, Lake Havasu, Arizona ("Grantor"), ALLIANCE TITLE & ESCROW CORPORATION, a Delaware corporation, whose address is 2350 Via Caporatti Drive, Pocatello, Idaho 83201 ("Trustee"), and STAPP INVESTMENTS, L.C., an Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 ("Beneficiary").

The following language shall be ADDED to Page 1 of the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents and shall replace the above-deleted language:

THIS DEED OF TRUST ("Deed of Trust") is made this 22nd day of August, 2008, by and between JEWETT CONSTRUCTION, INC., an Arizona corporation, whose address is 2901 Star Drive, Lake Havasu, Arizona ("Grantor"), ALLIANCE TITLE & ESCROW CORPORATION, a Delaware corporation, whose address is 2350 Via Caporatti Drive, Pocatello, Idaho 83201 ("Trustee"), and STAPP INVESTMENTS, L.C., an Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA, whose address is Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465, Attention: Trust Department/Jodie Nutt, 2605 Washington Blvd., Ogden, Utah 84401 (Stapp Investments, L.C. and Bank of Utah Custodian for Richard O. Stapp IRA collectively hereafter "Beneficiary").

The following language shall be ADDED to Provision 36 on Page 15 of the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents:

If to the Beneficiary:

*Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465
Attention: Trust Department / Jodie Nutt
2605 Washington Blvd.
Ogden, UT 84401*

3. Modification of Real Estate Mortgage. The parties desire and do hereby amend, modify, supplement and correct the Real Estate Mortgage as follows:

The following language on Page 1 of the Real Estate Mortgage shall be DELETED:

FOR VALUE RECEIVED, GARY L. SIMS and LISA SIMS, husband and wife having an address of 237 N. 9th Street, Montpelier, Idaho 83254 and RON JEWETT (aka Ronald E. Jewett Jr.) and KIM D. JEWETT, having an address of 5729 West 10620 North, Highland, Utah 84003 (Gary Sims, Lisa Sims, Ron Jewett, and Kim Jewett collectively referred to hereafter as "Mortgagor"), hereby irrevocably grant, bargain, sell, convey, assign and mortgage to STAPP INVESTMENTS, L.C., a Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 ("Mortgagee"), together with right of entry and possession the following described real property located in Bear Lake County, State of Idaho:

The following language shall be ADDED to Page 1 of the Real Estate Mortgage and shall replace the above-deleted language:

FOR VALUE RECEIVED, GARY L. SIMS and LISA SIMS, husband and wife having an address of 237 N. 9th Street, Montpelier, Idaho 83254 and RON JEWETT (aka Ronald E. Jewett Jr.) and KIM D. JEWETT, having an address of 5729 West 10620 North, Highland, Utah 84003 (Gary Sims, Lisa Sims, Ron Jewett, and Kim Jewett collectively referred to hereafter as "Mortgagor"), hereby irrevocably grant, bargain, sell, convey, assign and mortgage to STAPP INVESTMENTS, L.C., a Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 and and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA, whose address is Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465, Attention: Trust Department/Jodie Nutt, 2605 Washington Blvd., Ogden, Utah 84401 (Stapp Investments, L.C. and Bank of Utah Custodian for Richard O. Stapp IRA collectively hereafter "Mortgagee"), together with right of entry and possession the following described real property located in Bear Lake County, State of Idaho:

4. Modification of Subordination Agreement. The parties desire and do hereby amend, modify, supplement and correct the Subordination Agreement as follows:

The following language on Page 1 of the Subordination Agreement shall be DELETED:

***THIS SUBORDINATION AGREEMENT** ("Agreement") is executed the 20th day of August, 2008 by and between STAPP INVESTMENTS, L.C., a Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 ("Stapp"), JEWETT CONSTRUCTION, INC., an Arizona corporation, whose address is 2901 Star Drive, Lake Havasu, Arizona, 86406 ("Jewett"), and DAVID L. ELLIS, an individual, whose address is _____ ("Ellis").*

The following language shall be ADDED to Page 1 of the Subordination Agreement and shall replace the above-deleted language:

***THIS SUBORDINATION AGREEMENT** ("Agreement") is executed the 20th day of August, 2008 by and between STAPP INVESTMENTS, L.C., a Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA, whose address is Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465, Attn: Trust Department / Jodie Nutt, 2605 Washington Blvd., Ogden, UT 84401, (Stapp Investments, L.C. and Bank of Utah Custodian for Richard O. Stapp IRA are hereafter collectively referred to as "Stapp"), JEWETT CONSTRUCTION, INC., an Arizona corporation, whose address is 2901 Star Drive, Lake Havasu, Arizona, 86406 ("Jewett"), and DAVID L. ELLIS, an individual, whose address is _____ ("Ellis").*

5. Modification of Guaranty. The parties desire and do hereby amend, modify, supplement and correct the Guaranty Agreement as follows:

The following language on Page 1 of the Guaranty Agreement shall be DELETED:

***THIS GUARANTY AGREEMENT** ("Guaranty") is made this 22nd day of August 2008, by RON JEWETT (aka Ronald E. Jewett Jr.), an individual ("Guarantor"), in favor of STAPP INVESTMENTS, L.C., an Utah limited liability company (including its successors, transferees and assigns, "Lender").*

The following language shall be ADDED to Page 1 of the Guaranty Agreement and shall replace the above-deleted language:

***THIS GUARANTY AGREEMENT** ("Guaranty") is made this 22nd day of August 2008, by RON JEWETT (aka Ronald E. Jewett Jr.), an individual ("Guarantor"), in favor of STAPP INVESTMENTS, L.C., a Utah limited liability company and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA (Stapp Investments, L.C. and Bank of Utah Custodian for*

Richard O. Stapp IRA, including their respective successors, transferees and assigns, collectively hereafter "Lender").

The following language shall be ADDED to Provision 14 on Page 10 of the Guaranty Agreement:

If to the Lender:

*Bank of Utah Custodian for Richard O. Stapp IRA, IRA #1601465
Att: Trust Department / Jodie Nutt
2605 Washington Blvd.
Ogden, UT 84401*

6. Modification of Borrower's Certificate. The parties desire and do hereby amend, modify, supplement and correct the Borrower's Certificate as follows:

The following language on Page 1 of the Borrower's Certificate shall be DELETED:

The undersigned, JEWETT CONSTRUCTION, INC., an Arizona corporation (the "Borrower"), as an inducement to STAPP INVESTMENTS, L.C., a Utah limited liability company (the "Lender"), to make a loan to Borrower evidenced by that certain Secured Promissory Note of even date herewith in the principal sum of FIVE HUNDRED THIRTY THOUSAND 00/100 DOLLARS (\$530,000.00) (the "Note"), which Note is secured by a Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents and Mortgage of even date herewith (all collectively hereinafter referred to as the "Deed of Trust") encumbering certain real property located in Caribou County, Idaho and Bear Lake County, Idaho. As of this date, Borrower certifies, warrants, and represents to Lender as follows:

The following language shall be ADDED to Page 1 of the Borrower's Certificate and shall replace the above-deleted language:

The undersigned, JEWETT CONSTRUCTION, INC., an Arizona corporation (the "Borrower"), as an inducement to STAPP INVESTMENTS, L.C., a Utah limited liability company and BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA (Stapp Investments, L.C. and Bank of Utah Custodian for Richard O. Stapp IRA collectively referred to hereafter as the "Lender"), to make a loan to Borrower evidenced by that certain Secured Promissory Note of even date herewith in the principal sum of FIVE HUNDRED THIRTY THOUSAND 00/100 DOLLARS (\$530,000.00) (the "Note"), which Note is secured by a Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents and Mortgage of even date herewith (all collectively hereinafter referred to as the "Deed of Trust") encumbering certain real property located in Caribou County, Idaho and

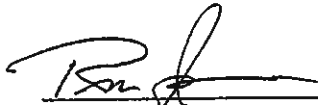
Bear Lake County, Idaho. As of this date, Borrower certifies, warrants, and represents to Lender as follows:

7. Ratification of Loan Documents. Except as specifically provided herein, this Agreement shall not in any respect modify, amend or change the Secured Promissory Note, the Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Leases and Rents, the Real Estate Mortgage, Subordination Agreement, Guaranty Agreement, and the Borrower's Certificate (collectively "Loan Documents"). The Loan Documents as expressly modified hereby, are hereby adopted, ratified, confirmed and acknowledged to be in full force and effect and binding on the parties thereto. It is the specific intent of all the parties hereto that all terms and conditions contained in the Loan Documents remain in full force and effect, except as amended in this Agreement. Nothing in this Agreement shall be deemed or construed as a novation. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents.

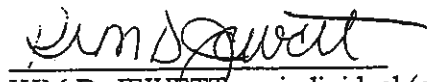
8. Miscellaneous.

- a. Successors and Assigns. Subject to limitations on assignment and transfers contained in the Loan Documents, this Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each party hereto.
- b. Severability. If any provision of this Agreement or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
- c. Attorney Fees. If a party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorney fees and costs from the other party.
- d. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.
- e. Amendment. This Agreement shall only be amended and modified by a writing executed by each of the parties hereto.
- f. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

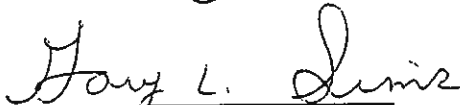
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above.



RON JEWETT (aka Ronald E. Jewett Jr.), an individual



KIM D. JEWETT, an individual (community property interest if any)



GARY L. SIMS, an individual

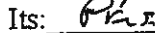


LISA SIMS, an individual



DAVID L. ELLIS

JEWETT CONSTRUCTION, INC., an Arizona corporation

By: 
Name: 
Its: 

STAPP INVESTMENTS, L.C., a Utah limited liability company

By: _____
Name: _____
Its: _____

BANK OF UTAH CUSTODIAN FOR
RICHARD O. STAPP IRA, IRA #1601465

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above.

RON JEWETT (aka Ronald E. Jewett Jr.), an individual

KIM D. JEWETT, an individual (community property interest if any)

GARY L. SIMS, an individual

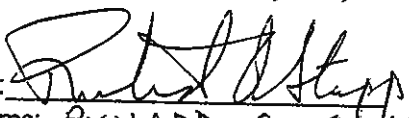
LISA SIMS, an individual

DAVID L. ELLIS

JEWETT CONSTRUCTION, INC., an Arizona corporation

By: _____
Name: _____
Its: _____

STAPP INVESTMENTS, L.C., a Utah limited liability company

By: 
Name: RICHARD O. STAPP
Its: Manager

BANK OF UTAH CUSTODIAN FOR
RICHARD O. STAPP IRA, IRA #1601465

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above.

RON JEWETT (aka Ronald E. Jewett Jr.), an individual

KIM D. JEWETT, an individual (community property interest if any)

GARY L. SIMS, an individual

LISA SIMS, an individual

DAVID L. ELLIS

JEWETT CONSTRUCTION, INC., an Arizona corporation

By: _____
Name: _____
Its: _____

STAPP INVESTMENTS, L.C., a Utah limited liability company

By: _____
Name: _____
Its: _____

BANK OF UTAH CUSTODIAN FOR
RICHARD O. STAPP IRA, IRA #1601465

By: Jodie K Nutt
Name: JODIE K NUTT
Its: TRUST OFFICER

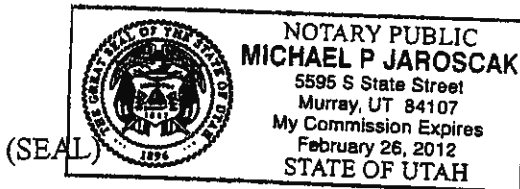
STATE OF UTAH)

: SS

County of SALT LAKE)

On this 3 day of OCTOBER, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared DAVID L. ELLIS, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



[Signature]
NOTARY PUBLIC FOR UTAH
Residing at: SALT LAKE COUNTY
Commission expires: FEB 26, 2012

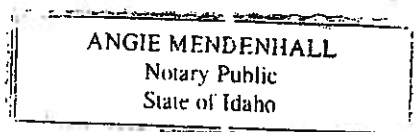
STATE OF Idaho)

: SS

County of Caribou)

On this 1st day of October, 2008, before me personally appeared Roni Jewett personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument JEWETT CONSTRUCTION, INC., an Arizona corporation, executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



[Signature]
Notary Public for Idaho
Residing at Idaho
My Commission Expires 01-20-12

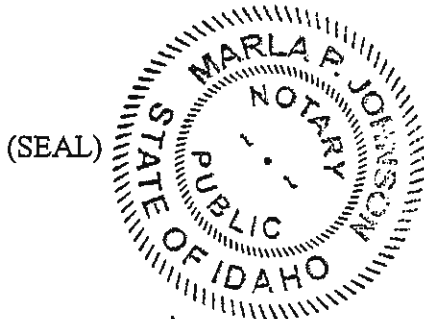
STATE OF IDAHO)

: SS

County of Bear Lake

On this 7 day of October, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared GARY L. SIMS and LISA SIMS, husband and wife, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Marla P. Johnson
NOTARY PUBLIC FOR IDAHO
Residing at: 2012 Idaho
Commission expires: 7-7-2010

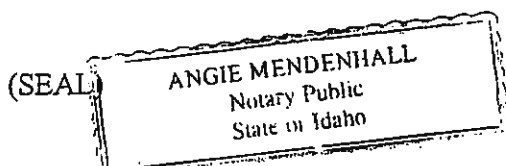
STATE OF Idaho)

: SS

County of Caribou

On this 1st day of October, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared RON JEWETT (aka Ronald E. Jewett Jr.) and ~~LISA JEWETT~~ RON JEWETT, husband and wife, ("Mortgagors" herein), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Angie Mendenhall
NOTARY PUBLIC FOR Idaho
Residing at: Shae
Commission expires: 01-20-12

STATE OF Utah)

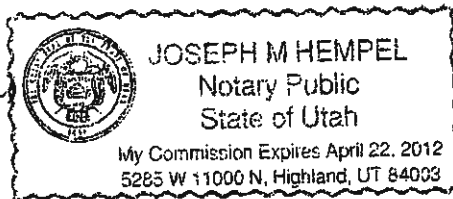
: ss

County of Utah)

On this 3 day of Oct, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared ~~RON JEWETT~~ (aka Ronald E. Jewett Jr.) and KJM JEWETT, husband and wife, ("Mortgagors" herein), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

(SEAL)



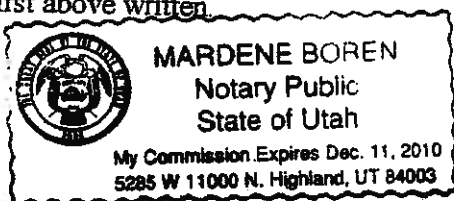
Joseph M. Hempel
NOTARY PUBLIC FOR Utah
Residing at: 5285 W. 11000 N. Highland
Commission expires: 4/22/2012

STATE OF Utah)

County of Utah) : SS

On this 14th day of October 2008, before me personally appeared Richard O Stapp personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, STAPP INVESTMENTS, L.C. executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Mardene Boren
Notary Public for Utah
Residing at Utah County
My Commission Expires December 11, 2010

STATE OF _____)

County of _____) : SS

On this _____ day of _____ 2008, before me personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission Expires _____

STATE OF _____)
: ss
County of _____)

On this _____ day of _____ 2008, before me personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, STAPP INVESTMENTS, L.C. executed the instrument.

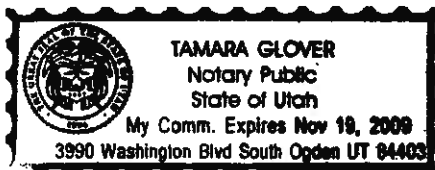
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission Expires _____

STATE OF Utah)
: ss
County of Weber)

On this 10th day of October 2008, before me personally appeared Julie Knutt personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, BANK OF UTAH CUSTODIAN FOR RICHARD O. STAPP IRA executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Tamara Glover
Notary Public for _____
Residing at _____
My Commission Expires 11/19/09

*Cindy Garner***REAL ESTATE MORTGAGE**

FOR VALUE RECEIVED, GARY L. SIMS and LISA SIMS, husband and wife having an address of 237 N 9th Street Montpelier, Idaho 83254 and RON JEWETT (aka Ronald E. Jewett Jr.) and KIM D. JEWETT, having an address of 5729 West 10620 North, Highland, Utah 84003 (Gary Sims, Lisa Sims, Ron Jewett, and Kim Jewett collectively referred to hereafter as "Mortgagor"), hereby irrevocably grant, bargain, sell, convey, assign and mortgage to STAPP INVESTMENTS, L.C., a Utah limited liability company, whose address is 824 East Sunburst Lane, Alpine, Utah 84004 ("Mortgagee"), together with right of entry and possession the following described real property located in Bear Lake County, State of Idaho:

TOWNSHIP 12 SOUTH, RANGE 42 EAST OF THE BOISE MERIDIAN:

Section 13: N $\frac{1}{2}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$.

ALSO: Beginning at the Southeast Corner of the N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, Township 12 South, Range 42 East; thence West 102 feet to the edge of the County Road Right of Way; thence in a Northerly direction along said road right of way to a point approximately 21 feet West of the Northeast Corner of the N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; thence East 21 feet to the Northeast Corner of the N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; thence South along said Section line approximately 330 feet to the Point of Beginning.

To have and to hold the said premises together with all tenements, hereditaments, rights, privileges, appurtenances and all fixtures now or hereafter belonging to, located on, or used in connection with the above described premises, including sprinkler irrigation equipment, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels, and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described in the attached schedule if any, and together with all water and mineral rights of every kind and description and however evidenced and all rights of way thereof, appurtenant to said premises or used in connection therewith.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, for the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (the real property, improvements and all other items aforementioned are hereafter collectively referred to as the "Property").

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents").

This conveyance is intended as a mortgage to secure payment of a certain promissory note of even date herewith, from Jewett Construction, Inc., an Arizona corporation to Mortgagee, in an amount of FIVE HUNDRED THIRTY THOUSAND 00/100 DOLLARS (\$530,000.00), with interest accruing thereon, and upon such terms and conditions as set forth in the promissory note; and to secure payment of all such sums as may hereafter be loaned or advanced by the Mortgagee to the Jewett Construction, Inc. or Mortgagor or their respective successors or assigns, and for any notes, drafts or other instruments representing such further loans, advances or expenditure together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Mortgagee, in its sole and absolute discretion.

All present and future indebtedness secured by this mortgage shall bear interest at the rate specified on the promissory note. In the event of Mortgagor's default in complying with the terms and conditions of this Real Estate Mortgage or any associated documents, the applicable interest rate shall increase to the default rate contained in the promissory note.

The continuing validity and priority of this Mortgage as security for future loans, advances, obligations or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor or Jewett Construction, Inc. to Mortgagee or no commitment to make loans, advances or otherwise. Mortgagee shall be entitled to file and record agreements, affidavits and/or other documents as may be necessary to continue the effectiveness of this Mortgage, together with any other document as security for all sums advanced by Mortgagee to Mortgagor or Jewett Construction, Inc. and all obligations of Mortgagor or Jewett Construction, Inc. to Mortgagee, including all future advances and obligations.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE

MORTGAGOR COVENANTS AND AGREES:

1. That they are the lawfully seized owner of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from all encumbrances except as to existing encumbrances of record, and each of the Mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever except as stated above, hereby relinquish all dower and homestead rights in the premises, and these covenants shall not be extinguished by any foreclosure hereof, but shall run with the land.

2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee casualty, fire, public liability, and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied to Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances,

charges and liens, on the Property or any part thereof, which at any time appear to be prior to superior hereto.

6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the open line of credit agreements or any other written agreement, invoice, or otherwise between Mortgagor and Mortgagee.

7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the obligations secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, if any, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

9. Mortgagor agrees to execute any and all documents as may be requested by Mortgagee to continue the effectiveness of this Mortgage as security for all sums advanced by Mortgagee to Mortgagor and/or all obligations incurred by Mortgagor to Mortgagee, including all future advances made and obligations incurred which documents shall include all documents necessary to extend the maturity date(s) of all obligations secured hereby.

10. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, *et seq.*), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, *et seq.*), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any

such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (1) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of

any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any obligation(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

11. **Grazing Rights.** If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an action or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this mortgage and shall be immediately due and payable.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) subordinate this Mortgage; (c) extend or modify the term of the loan or loans secured hereby; and (d) release without warranty, all or any part of the Property.

3. Prior to any default by Mortgagor or Jewett Construction, Inc. in the payment, observance, performance and discharge of any condition, obligation, covenant or agreement of Mortgagor contained herein or of Jewett Construction, Inc. in other agreements, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note, obligation or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term and upon such conditions as its judgment may dictate; also prepare for harvest, remove and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

4. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not

cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement or obligation hereunder, or a default by Jewett Construction, Inc. under any agreement or obligation it has under other instruments associated with Mortgagee (including without limitation the promissory note and deed of trust, security agreement, fixture filing, and assignment of leases and rents), all sums secured hereby shall immediately be accelerated and become due and payable in full at the option of the Mortgagee and in accordance with the laws of the State of Idaho. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with the laws of the State of Idaho, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor or Jewett Construction, Inc. and Mortgagee's rights and Mortgagor's obligations hereunder or under the agreement(s), promissory note(s), guaranty(ies) or other obligation(s) described herein, shall be governed by the laws of the State of Idaho.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note or obligation secured hereby; or, if the note or obligation has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

8. (a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any agreement(s), promissory note(s) or other obligation(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, said agreement(s), promissory note(s) or other obligation(s), but this Mortgage and said agreement(s), promissory note(s) and/or obligation(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

10. All rights and remedies conferred on Mortgagee by this mortgage are cumulative and additional to any and all other rights and remedies conferred by law, and are not exclusive. If any provision of this mortgage be found invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof and said mortgage shall be construed as though the invalid or unenforceable provisions had been omitted.

11. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, personal representatives, successors and assigns.

202326

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 21 day of August, 2008.

MORTGAGORS:

Gary L. Sims

GARY L. SIMS, an individual

Lisa Sims

LISA SIMS, an individual

Ron Jewett

RON JEWETT (aka Ronald E. Jewett Jr.), an individual

Kim D. Jewett

KIM D. JEWETT, an individual (community property interest if any)

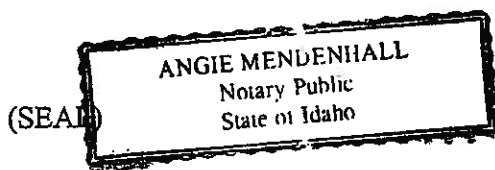
STATE OF IDAHO)

: SS

County of Bannock

On this 21st day of August, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared GARY L. SIMS and LISA SIMS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Angie Mendenhall
 NOTARY PUBLIC FOR IDAHO
 Residing at: Boise
 Commission expires: 01-20-12

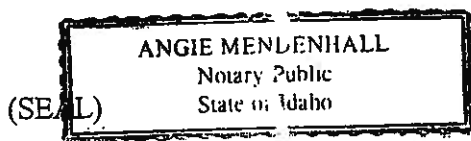
STATE OF Idaho)

: SS

County of Bannock

On this 21st day of August, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared RON JEWETT (aka Ronald E. Jewett Jr.) and ~~KIM JEWETT~~ (~~husband and wife~~) ("Mortgagors" herein), known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that ~~they~~ ^{he} executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Angie Mendenhall
 NOTARY PUBLIC FOR Idaho
 Residing at: Boise
 Commission expires: 01-20-12

202326

STATE OF IDAHO)

: SS

County of _____)

On this _____ day of _____, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared GARY L. SIMS and LISA SIMS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

(SEAL)

NOTARY PUBLIC FOR IDAHO

Residing at: _____

Commission expires: _____

STATE OF Utah)

: SS

County of Utah)

On this 22 day of Aug, 2008, before me, the undersigned Notary Public, in and for said State and County, personally appeared RON JEWETT (aka Ronald B. Jewett Jr.) and KIM JEWETT husband and wife, ("Mortgagors" herein), known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that ~~they~~ she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

(SEAL)

Joseph M Hempel
NOTARY PUBLIC FOR Utah

Residing at: 5285 W. 11000 N. Highland

Commission expires: 4/22/2012

