

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Edward A. Lawson
Lawson Laski Clark & Pogue, PLLC
Post Office Box 3310
Ketchum, Idaho 83340

Instrument # 577973

HAILEY, BLAINE, IDAHO
6-2-2010 04:40:08 No. of Pages: 4
Recorded for : CITY OF KETCHUM
JOLYNN DRAGE Fee: 0.00
Ex-Officio Recorder Deputy
Index to: AGREEMENT/CORRECTION



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AMENDMENT TO WARM SPRINGS RANCH RESORT ANNEXATION AND DEVELOPMENT AGREEMENT

This Amendment is made as of May 10, 2010 by and between the City of Ketchum, Idaho ("**Ketchum**"), a municipal corporation, and Helios Development, LLC, a Delaware limited liability company ("**Owner**", and together with Ketchum, the "**Parties**").

1. Recitals. This Amendment is made in contemplation of the following facts and purposes:

1.1 Ketchum and Owner are parties to a Warm Springs Ranch Resort Annexation and Development Agreement ("**Agreement**"), dated August 11, 2009, and recorded on August 13, 2009 in the records of Blaine County, Idaho as Instrument No. 570190, under and by virtue of which the Parties established certain rights and obligations with regard to the annexation of the real property commonly known as the Warm Springs Ranch Resort and more particularly described in Exhibit "A" of the Agreement.

1.2 The parties desire to amend and supplement the Agreement as hereinafter provided.

2. Amendments. In view of the foregoing, the Parties agree to amend and supplement the Agreement, as follows:

2.1 The first and second sentences of the fourth paragraph in Section 6.7.3 are deleted and the following is substituted therefore:

"For purposes of Design Review and this Section 6.7.3, a design review sub-committee ("**Committee**") of the Commission is hereby established and shall have the power and authority to approve, disapprove or conditionally approve the following: (i) those matters delegated to it by the Commission including but not limited to such materials, drawings and information required to fulfill a condition of the Design Review approval(s), and (ii) any Owner requested non-material changes to the Design Review approval(s), or the construction elements required of this Agreement. The Committee shall consist of three persons one of whom shall be the current director of the Community and Economic Development Department and one of whom shall be a current or former member of the Commission that participated in the original Design Review approval(s)

and one of whom is a current member of the Commission as may be appointed by the Mayor and confirmed by the Council in the normal course. The members of the Committee appointed by the Mayor and approved by the Council shall serve until they are replaced or the Project is completed. In the event that a member of the Committee is unable or unwilling to serve the Mayor shall appoint and the Council shall approve a replacement. The vote or written assent of any two members of the Committee shall constitute action of the Committee. The Committee shall periodically report in writing all actions taken by it to the Commission.”

2.2 The last sentence of Section 11.8 is deleted and the following substituted therefore:

“The Water Rights Agreement shall be subject to approval by the Council as soon as practicable but no later than October 1, 2010 and in the same manner as the Phasing Plan set forth in Section 6.7.1 herein.”

3. Construction. This Amendment and the Agreement constitute one agreement between the Parties. In the event of any inconsistency between this Amendment and the Agreement the terms of this Amendment shall govern. All capitalized terms in the Agreement shall have the meaning in the Agreement when used in this Amendment, unless otherwise defined herein.

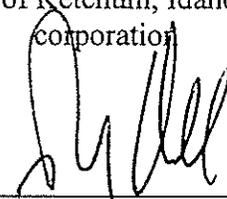
4. Ratification. The Agreement, as amended and supplemented by this Amendment, is hereby ratified and affirmed.

This Amendment is executed by the Parties as of the date first above written.

Helios Development, LLC, a Delaware limited liability company
By: Zon Development, LLC, a Delaware limited liability company, its managing member

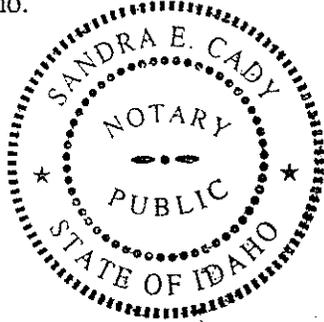
By: 
Diane Boss, Authorized Agent

City of Ketchum, Idaho, a municipal corporation

By: 
Randy Hall, Mayor

STATE OF IDAHO,)
) ss.
County of Blaine)

On this 1st day of June, 2010, before me, a Notary Public in and for said State, personally appeared Randy Hall, Mayor of the City of Ketchum, Idaho, known or identified to me to the person whose name is subscribed to the within instrument as the Mayor of the City of Ketchum, Idaho, and acknowledged to me that he executed the same as Mayor of the City of Ketchum, Idaho.



Sandra E. Cadby
Notary Public for Idaho
Residing at Hailey Idaho
Commission expires 11-20-2013

State of _____)
) ss.
County of _____)

On this ____ day of _____, 2010, before me, a Notary Public in and for said State, personally appeared Diane Boss, known or identified to me to be the Authorized Agent of Zon Development, LLC, a limited liability company and the managing member of Helios Development, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of Helios Development, LLC.

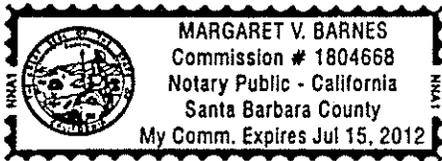
Notary Public for _____
Residing at _____
My Commission expires _____

State of California)
) ss
County of Santa Barbara)

On this, the 10th day of May, 2010, before me, Margaret V. Barnes, a Notary Public in and for said County and State, personally appeared DIANE BOSS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Margaret Barnes