

1 Sallie B. Armstrong, Esq., State Bar No. 1423
DOWNEY BRAND LLP
2 100 W. Liberty Street, Suite 900
Reno, NV 89501
3 775/329-5900 Office
775/997-7410 Direct
4 775/997-7411 Fax
775/742-0708 Cell
5 Email: sarmstrong@downeybrand.com

6 James V. Hoeffner, Esq., Admitted Pro Hac Vice
7 Frank R. Monroe, Esq., Admitted Pro Hac Vice
GRAVES DOUGHERTY HEARON & MOODY
8 401 Congress Ave., Suite 2200
Austin, TX 78701
9 512/480-5600 Office
512/480-5707 Direct
10 512/480-5886 Fax
11 Email: jhoeffner@gdhm.com
Email: fmonroe@gdhm.com

12 *Counsel for Creditor Denly Utah Coal, LLC*
13

14 UNITED STATES BANKRUPTCY COURT
15 DISTRICT OF NEVADA

16 In Re:) Chapter 11
17)
17 AMERICA WEST RESOURCES, INC., *et al*,) *Jointly Administered Under*
18) Case No. BK – 13-10865 bam
Debtors.)
19) **NOTICE OF INTERCREDITOR**
20) **AGREEMENT**
21)
22)

23 Denly Utah Coal, LLC through its counsel, James V. Hoeffner and Frank R. Monroe of
24 Graves Dougherty Hearon & Moody, P.C. and its local counsel, Sallie B. Armstrong of Downey
25 Brand, LLP, and hereby files and gives Notice of Intercreditor Agreement entered into between

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27 ///
28 ///

1 Denly Utah Coal, LLC and the other parties named therein. A true and correct copy of such
2 Intercreditor Agreement is attached hereto as Exhibit "A" and is incorporated by reference.

3 DATED: March 7, 2013.

4 Prepared and Submitted:

5 DOWNEY BRAND, LLP

6 By: /s/ Sallie B. Armstrong
7 Sallie B. Armstrong, Esq., Bar No. 1423
8 100 W. Liberty Street, Suite 900
9 Reno, NV 89501
10 ATTORNEY FOR DENLY UTAH COAL, LLC

11 GRAVES DOUGHERTY HEARON &
12 MOODY, PC

13 By: /s/ James V. Hoeffner
14 James V. Hoeffner, Esq., Admitted Pro Hac Vice
15 401 Congress Ave., Suite 2200
16 Austin, TX 78701
17 ATTORNEY FOR DENLY UTAH COAL, LLC
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Exhibit A

Exhibit A

INTERCREDITOR AGREEMENT

This Intercreditor Agreement (this "Agreement") is entered into to be effective as of March 6, 2013 (the "Effective Date") by and among Denly Utah Coal, LLC, a Texas limited liability company ("Denly"), Patriot Bridge and Opportunity Fund, L.P. (formerly known as "John Thomas Bridge and Opportunity Fund, L.P."), a Delaware limited partnership ("JTBOF1"), and Patriot Bridge and Opportunity Fund II, L.P. (formerly known as "John Thomas Bridge and Opportunity Fund II, L.P."), a Delaware limited partnership ("JTBOF2") (JTBOF1 and JTBOF2 being referred to, collectively, as "JTBOF") (Denly and JTBOF being referred to, collectively, as the "Lenders").

WHEREAS, America West Resources, Inc., a Nevada corporation ("AWR"), America West Services, Inc., a Nevada corporation ("AWS"), JTBOF1, JTBOF2 and Denly (as a lender and collateral agent) are parties to that certain Loan Agreement dated February 11, 2011, as amended, and as may be further amended, modified, restated or replaced, from time to time (collectively, the "Loan Agreement");

WHEREAS, on February 1, 2013 (the "Petition Date"), AWR and its subsidiaries, AWS, America West Marketing, Inc., a Nevada corporation ("AWM") and Hidden Splendor Resources, Inc., a Nevada corporation ("Hidden Splendor") (AWR, AWS, AWM and Hidden Splendor being referred to, collectively, as the "Debtors"), commenced (i) Case No. 13-10865, styled In re: America West Resources, Inc., under Chapter 11 of Title 11 of the United State Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Nevada (the "Bankruptcy Court"), (ii) Case No. 13-10862, styled In re: Hidden Splendor Resources, Inc., under the Bankruptcy Code in the Bankruptcy Court, (iii) Case No. 13-10863, styled In re: America West Marketing, Inc., under the Bankruptcy Code in the Bankruptcy Court, and (iv) Case No. 13-10864, styled In re: America West Services, Inc., under the Bankruptcy Code in the Bankruptcy Court (collectively, the "Chapter 11 Cases");

WHEREAS, the Lenders desire to reach agreement on certain matters among them relating to the Debtors and the Chapter 11 Cases, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Unless otherwise specifically defined herein, the terms used in this Agreement (including the terms used in the introductory provisions hereof) have the same meanings given such terms in the Loan Agreement, except where the context used specifically indicates otherwise.

2. **Acknowledgement of Pre-Petition Indebtedness.**

(a) JTBOF1 and JTBOF2 each hereby acknowledge and agree that:

(i) as of the Petition Date, AWR was and continues to be truly and justly indebted to Denly, under the Loan Agreement and other Loan Documents and under the Additional Secured Promissory Notes (as defined on Schedule 2(a)(i) to this Agreement), in the amounts shown on Schedule 2(a)(i) to this Agreement, plus prepetition fees and expenses (including fees and expenses of attorneys and advisors), and such indebtedness (the “**Denly Loaned Indebtedness**”) constitutes Obligations that are secured by Liens granted by AWR and AWS in the Collateral under that certain Amended and Restated Security Agreement dated March 31, 2011 among AWR, AWS, the Lenders and Denly in its capacity as the “Collateral Agent”, as the same has been or may hereafter be amended, (collectively, the “**Security Agreement**”) (such Liens, the “**Security Agreement Liens**”);

(ii) as of the Petition Date, Hidden Splendor was and continues to be truly and justly indebted to Denly, under the Zions Bank Loan Documents (as defined on Schedule 2(a)(ii) to this Agreement), in the amounts shown on Schedule 2(a)(ii) to this Agreement, plus prepetition fees and expenses (including fees and expenses of attorneys and advisors), and such indebtedness (the “**Denly Acquired Indebtedness**”) is secured by liens, deeds of trust and other encumbrances granted by Hidden Splendor in certain collateral (including real and personal property) under the Zions Bank Loan Documents in favor of Denly (such liens, deeds of trust, and other encumbrances, the “**Denly Acquired Liens**”) (the Denly Loaned Indebtedness and the Denly Acquired Indebtedness are referred to, collectively, as the “**Denly Pre-Petition Indebtedness**”; the Security Agreement Liens and the Denly Acquired Liens are referred to, collectively, as the “**Denly Pre-Petition Liens**”); and

(iii) the Denly Pre-Petition Indebtedness and the Denly Pre-Petition Liens (including the Loan Documents and the Zions Bank Loan Documents) are valid, binding and enforceable in accordance with their respective terms, and JTBOF1 and JTBOF2 hereby irrevocably waive any and all rights to challenge (or otherwise assist any other person to challenge) the validity, priority, perfection or enforceability of the Denly Pre-Petition Indebtedness and the Denly Pre-Petition Liens, and to the extent any such rights are non-waivable, hereby covenant not to sue (or otherwise assist any other person to sue) to seek to challenge such matters.

(b) Denly hereby acknowledges and agrees that:

(i) as of the Petition Date, AWR was and continues to be truly and justly indebted to JTBOF1, under the Loan Agreement and other Loan Documents, in the amounts shown on Schedule 2(b)(i) to this Agreement (the “**JTBOF1 Indebtedness**”);

(ii) as of the Petition Date, AWR was and continues to be truly and justly indebted to JTBOF2, under the Loan Agreement and other Loan Documents, in the amounts shown on Schedule 2(b)(ii) to this Agreement (the “**JTBOF2 Indebtedness**”);

(iii) the amounts referenced in Sections 2(b)(i) and (ii) above (collectively, the “**JTBOF Loaned Indebtedness**”) constitute Obligations that are secured by the Security Agreement Liens;

(iv) the JTBOF Loaned Indebtedness and the Security Agreement Liens (including the Loan Documents) are valid, binding and enforceable in accordance with their respective terms, and Denly hereby irrevocably waives any and all rights to challenge (or otherwise assist any other person to challenge) the validity, priority, perfection or enforceability of the JTBOF Loaned Indebtedness and the Security Agreement Liens, and to the extent any such rights are non-waiveable, hereby covenants not to sue (or otherwise assist any other person to sue) to seek to challenge such matters.

3. **Sharing of Payments for Loaned Indebtedness.**

- (a) Subject to the terms and conditions of Section 4 below, each of Denly, JTBOF 1 and JTBOF2 agree that any and all payments made by or on behalf of AWR or AWS (including by a trustee appointed on behalf of any such Debtor) under the Chapter 11 Cases or any other bankruptcy proceeding involving any such Debtor to any of the Lenders with respect to repayment of the Denly Loaned Indebtedness or the JTBOF Loaned Indebtedness shall be paid or distributed to the Lenders, or among them, so that each receives its proportionate share based on the relative amount of Obligations owned by each of the Lenders (as reflected for each Lender on the Schedules 2(a)(i), 2(b)(i) and 2(b)(ii) to this Agreement) as of the date of such application; provided, that any such payments made by or on behalf of AWS shall be paid or distributed to Denly and JTBOF1 so that each receives its proportionate share based on the relative amount of the "Guaranteed Debt" (as defined in the AWS Guaranty) owed by AWS to Denly and JTBOF1 under the AWS Guaranty, respectively, as of the date of such application. For the avoidance of doubt, no payments made by or on behalf of AWR or AWS (including by a trustee appointed on behalf of any such Debtor) to any of the Lenders may be deemed made with respect to repayment of the Denly Loaned Indebtedness or the JTBOF Loaned Indebtedness unless and until all of the Priority Indebtedness has been first paid in full.
- (b) JTBOF 1 and JTBOF2 acknowledge that the Debtors have filed in the Chapter 11 Cases an *Emergency Motion for Entry of an Order Approving Stipulation with Denly Utah Coal LLC for (A) Use of Cash Collateral by Debtors Pursuant to 11 U.S.C. §363(c)(2); (B) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361 & 363(e); (C) Authorizing Post-Petition Financing on a Secured Basis Pursuant to 11 U.S.C. § 364(c); and (D) Authorizing the Interim Advance Pending the Final Hearing* requesting, among other things, an order authorizing DIP Financing (as defined below) from Denly in a maximum committed amount of approximately \$845,000 (the "Requested DIP Financing"). While Denly has no current plan or desire to provide to the Debtors any DIP Financing in addition to the Requested DIP Financing, in the event that Denly were to agree to provide to Debtors any DIP Financing in addition to the Requested DIP Financing (such additional proposed DIP Financing, the "Additional Proposed DIP Financing"), then Denly will provide notice of the Additional Proposed DIP Financing to JTBOF (for the avoidance of doubt, notice sent to George Jarkey, Jr. via email shall be sufficient notice to JTBOF) prior to making any filing with the

Bankruptcy Court seeking approval of the Additional Proposed DIP Financing, and offer to discuss the circumstances requiring such Additional Proposed DIP Financing and the general terms and conditions of the same with JTBOF. For the avoidance of doubt, however, any failure of Denly to comply with the preceding sentence will in no way affect its right or ability to make any Additional Proposed DIP Financing to the Debtors or to seek (or cooperate with the Debtors in seeking) any approval therefor from the Bankruptcy Court.

- (c) Consistent with the terms and conditions of the Loan Agreement and other Loan Documents, the Lenders acknowledge and agree that Denly, in its capacity as the Collateral Agent, shall have the right to, among other things, seek to credit bid the Denly Loaned Indebtedness and the JTBOF Loaned Indebtedness in any sale of the Collateral conducted by the Bankruptcy Court in an effort to seek to realize on the Collateral, and the Lenders hereby confirm the Collateral Agent's authority to do so. Subject to the effectiveness of the preceding sentence, Denly, as Collateral Agent, agrees that it will not credit bid any of the Denly Loaned Indebtedness alone in any such sale, and any such credit bid will include portions of both the Denly Loaned Indebtedness and the JTBOF Loaned Indebtedness, on a pro-rata basis. Notwithstanding anything to the contrary, JTBOF 1 and JTBOF 2 acknowledge and agree that (i) the Collateral Agent shall have no obligation to credit bid any portion of the Denly Loaned Indebtedness and the JTBOF Loaned Indebtedness in any sale of the Collateral, (ii) any decision to credit bid any portion of the Denly Loaned Indebtedness and the JTBOF Loaned Indebtedness in any sale of the Collateral will be made in the sole and absolute discretion of the Collateral Agent, and (iii) Denly may elect to credit bid (including prioritizing in any credit bidding) any portion of the Priority Indebtedness secured by the Collateral in any sale of the Collateral conducted by the Bankruptcy Court.
- (d) The Lenders further agree that if any such credit bid is successful, the portion of the Collateral so acquired by Collateral Agent will be held for the ratable benefit of the Lenders in accordance with the Loan Documents and Section 3(a) of this Agreement and, among other things, the Collateral Agent shall have the right to contribute such acquired Collateral to a new entity in exchange for equity interests in such new entity with such equity interests received (the "Newco Equity") to be allocated ratably among the Lenders and any other investors in a manner determined in good faith by Collateral Agent based upon the relative value of the amounts contributed. JTBOF 1 and JTBOF 2 acknowledge and agree that the terms and conditions of any such transaction (including the terms of any Newco Equity) likely would reflect a minority position in the new entity and would be subject to rights, preferences and privileges granted to senior equity holders of such new entity. JTBOF 1 and JTBOF2 expressly acknowledge and agree that Denly possibly could hold senior equity interests in such new entity, and such senior equity interests may have rights, preferences and privileges senior to those of JTBOF 1 and JTBOF 2. Furthermore, JTBOF 1 and JTBOF 2 agree to promptly execute and deliver any documents required by the Collateral Agent or the new entity in connection with the acquisition of the Newco Equity by JTBOF

1 and JTBOF 2. JTBOF 1 and JTBOF 2 further acknowledge that certain of the Priority Indebtedness is secured by assets other than the Collateral and that Denly may make such credit bid as it determines in its sole discretion to make with respect to any such assets and to contribute any assets purchased to the new entity or any other entity.

4. **Priority of Certain Indebtedness.** JTBOF1 and JTBOF2 hereby agree that the JTBOF Loaned Indebtedness, all rights of JTBOF 1 and JTBOF2 with respect to the Security Agreement Liens, and any and all other rights or claims of JTBOF1 and JTBOF2 (whether now existing or hereafter arising) against any of the Debtors or their assets, shall be subject to, junior to and subordinate to the following indebtedness (whether now existing or hereafter arising), including any and all liens, claims or encumbrances securing any such indebtedness (such indebtedness, liens, claims and encumbrances referred to, collectively, as the “Priority Indebtedness”):

(a) Any and all loans, advances or other financings provided to or for the benefit of any of the Debtors (including to a trustee appointed on behalf of any Debtor) under Section 364 of the Bankruptcy Code that are either (i) provided by Denly or any of its affiliates or (ii) approved by Denly;

(b) Any and all payments made by Denly or any of its affiliates to or for the benefit of any of the Debtors (including to a trustee appointed on behalf of any Debtor) that are held by the Bankruptcy Court to be allowed administrative expenses;

(c) Any and all loans, advances or other financings provided by Denly or any of its affiliates, on or after February 1, 2013, to or for the benefit of any of the Debtors (or a trustee appointed on behalf of any Debtor) to the extent not treated as a loan under Section 364 of the Bankruptcy Code or as an allowed administrative expense;

(d) Any and all attorneys’ fees and expenses incurred by Denly or any of its affiliates after January 1, 2013 relating to the Chapter 11 Cases, including the preparation therefor and any of the matters listed in clauses (a) through (c) above, or the collection of any indebtedness owed to Denly by any of the Debtors; and

(e) the Denly Acquired Indebtedness and the Denly Acquired Liens.

5. **Acknowledgements, Consents and Waivers by JTBOF.**

(a) If, during any the Chapter 11 Cases or any other bankruptcy proceedings involving any of the Debtors, any Debtor as debtor-in-possession (or a trustee appointed on behalf of such Debtor) shall move for either (i) approval of financing (“DIP Financing”) to be provided by Denly, or any person consented to by Denly, under Section 364 of the Bankruptcy Code or (ii) the use of cash collateral with the consent of Denly under Sections 363 and/or 364 of the Bankruptcy Code, JTBOF agree as follows: (x) such DIP Financing (including any carve-out claims for professional fees granted as part of such DIP Financing) may be secured by liens having priority over the Security Agreement Liens on all or a part of the assets of the Debtors and JTBOF will not object to any such DIP Financing liens, and (y) JTBOF shall not contest or

oppose in any manner such DIP Financing or cash collateral use and shall be deemed to have waived any objections to such financing or cash collateral use, including by any objection alleging the failure to provide "adequate protection" for the JTBOF Loaned Indebtedness or Security Agreement Liens.

(b) JTBOF agree that they will consent to and otherwise not object to or oppose a sale or other disposition of any assets securing the JTBOF Loaned Indebtedness under the Security Agreement (or any other documents in favor of JTBOF) free and clear of liens or other claims under Section 363 of the Bankruptcy Code or any other provision of the Bankruptcy Code, if Denly has consented to such sale or disposition of such assets.

(c) JTBOF further agree not make any motion, challenge, objection or other filing with respect to the Chapter 11 Cases or any other bankruptcy proceedings involving any of the Debtors, without the prior consent of Denly; provided, however, that JTBOF shall be permitted to file proofs of claim with the Bankruptcy Court with respect to the JTBOF Loaned Indebtedness without the prior consent of Denly, and shall make such filings as and when required.

(d) JTBOF hereby acknowledge and agree that Denly, as lender and collateral agent, has performed all of its obligations under the Loan Agreement and the other Loan Documents, and JTBOF hereby release, acquit and discharge Denly from any and all claims and causes of actions of every kind and character arising out of, or in connection with, the Loan Agreement, the other Loan Documents, the Denly Pre-Petition Indebtedness, the Denly Pre-Petition Liens and or any other matters relating thereto.


(e) JTBOF and Denly hereby ratify and confirm the terms and provisions of the Loan Agreement and all other Loan Documents, all of which shall continue in full force and effect.

6. **Miscellaneous.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Utah, without regard to conflicts of laws principles. No waiver of any provision of this Agreement will be effective unless made in writing and signed by the party to be charged with the waiver. This Agreement may only be amended by a written agreement executed by all of the parties hereto. JTBOF shall take such further action, and execute and deliver such further documents, as requested by Denly to further effect the intent and purpose of this Agreement. This Agreement and the Loan Agreement and the other Loan Documents constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any and all prior representations, warranties, understandings or agreements (written or oral) between the parties with respect to the subject matter hereof. This Agreement may be executed in multiple counterparts. Facsimile and scanned signatures are effective in all respects.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Intercreditor Agreement to be executed on its behalf by a representative duly authorized as of the Effective Date.

Denly Utah Coal, LLC, a Texas limited liability company

By: 
D. Mark von Waaden, President

Patriot Bridge and Opportunity Fund, L.P., a Delaware limited partnership

By: Patriot 28, LLC, its General Partner

By: _____
George R. Jarkesy, Jr.,
Managing Member

Patriot Bridge and Opportunity Fund II, L.P., a Delaware limited partnership,

By: Patriot 28, LLC, its General Partner

By: _____
George R. Jarkesy, Jr.,
Managing Member


IN WITNESS WHEREOF, each of the parties hereto has caused this Intercreditor Agreement to be executed on its behalf by a representative duly authorized as of the Effective Date.

Denly Utah Coal, LLC, a Texas limited liability company

By: _____
D. Mark von Waaden, President

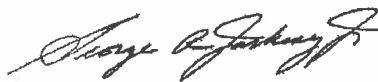
Patriot Bridge and Opportunity Fund, L.P., a Delaware limited partnership

By: Patriot 28, LLC, its General Partner

By: _____

George R. Jarkesy, Jr.,
Managing Member

Patriot Bridge and Opportunity Fund II, L.P., a Delaware limited partnership,

By: Patriot 28, LLC, its General Partner

By: _____

George R. Jarkesy, Jr.,
Managing Member

SCHEDULE 2(a)(i)**Denly Loaned Indebtedness**

As of February 1, 2013, the Denly Loaned Indebtedness consisted of outstanding principal and accrued unpaid interest thereon in an aggregate amount of \$22,587,051¹, plus pre-petition fees and expenses (including fees and expenses of attorneys and advisors). In addition, pursuant to the Loan Documents, AWS has guaranteed indebtedness owed by AWR to Denly arising under the Loan Documents.

A schedule reflecting the Denly Loaned Indebtedness is attached this to Schedule 2(a)(i).

The Additional Secured Promissory Notes:

The following Secured Promissory Notes issued by America West Resources, Inc., as borrower, in favor of Denly Utah Coal, LLC, as holder, as of the dates and in the original principal amounts as referenced below:

<u>Date of Note</u>	<u>Principal Amount</u>
21-Jul-2011	\$425,000
27-Jul-2011	\$375,000
11-Aug-2011	\$600,000
17-Aug-2011	\$420,000
25-Aug-2011	\$400,000
29-Aug-2011	\$400,000
31-Aug-2011	\$300,000
2-Sep-2011	\$600,000
9-Sep-2011	\$350,000
15-Sep-2011	\$650,000
22-Sep-2011	\$300,000
29-Sep-2011	\$180,000
7-Oct-2011	\$300,000
13-Oct-2011	\$650,000
20-Oct-2011	\$235,000
27-Oct-2011	\$350,000
3-Nov-2011	\$400,000
10-Nov-2011	\$250,000
17-Nov-2011	\$150,000
22-Nov-2011	\$150,000

¹ In the event that the Bankruptcy Court does not approve the \$220,000 loan made on February 1, 2013 by Denly to AWR as being part of a DIP Financing made by Denly, then, any portion of such loan not held to be part of the DIP Financing will be deemed to be an additional pre-petition loan made on February 1, 2013 by Denly to AWR (added to the amount set forth above) and as an Additional Security Promissory Note, with the principal and interest thereon (accruing at a rate of 15% per annum, and 18% per annum if not paid in full by March 1, 2013) being secured by the Amended and Restated Security Agreement.

29-Nov-2011	\$75,000
8-Dec-2011	\$200,000
21-Dec-2011	\$350,000
5-Jan-2012	\$300,000
20-Jan-2012	\$150,000
8-Feb-2012	\$60,000
22-Feb-2012	\$60,000
2-Mar-2012	\$200,000
16-Mar-2012	\$200,000
30-Mar-2012	\$200,000
13-Apr-2012	\$200,000
17-Aug-2012	\$92,000
31-Aug-2012	\$20,000
5-Sep-2012	\$52,000
7-Sep-2012	\$131,000
14-Sep-2012	\$97,000
17-Sep-2012	\$200,000
20-Sep-2012	\$59,000
27-Sep-2012	\$66,000
5-Oct-2012	\$44,000
12-Oct-2012	\$63,000
19-Oct-2012	\$29,000
25-Oct-2012	\$43,000
2-Nov-2012	\$25,700
7-Nov-2012	\$48,300
16-Nov-2012	\$34,500
21-Nov-2012	\$34,100
26-Nov-2012	\$100,000
30-Nov-2012	\$50,000
7-Dec-2012	\$63,000
14-Dec-2012	\$61,285
21-Dec-2012	\$57,233
27-Dec-2012	\$34,645
4-Jan-2013	\$55,600
11-Jan-2013	\$56,387
18-Jan-2013	\$16,000
25-Jan-2013	\$45,000
31-Jan-2013	\$18,800

2/12/2013

Date of Note	Principal Amount	Interest Rate	Maturity Date	Payment Schedule	Parties	Miscellaneous	Interest Rate	Default Rate	Interest Accrued Daily Prior to Default	Interest Accrued Daily After Default	Days of Interest @ Def. Rate	Days of Interest @ Def. Rate	Total Accrued Interest	Loan Principal and Accrued Interest
31-Mar-2011	\$10,765,833	8% per annum, 18% after default	30-Jun-2011	Starting July 1, 2011 - America West monthly payments of \$221,258.82 and Dec 31, 2011	America West Resources, Inc. (AWR) and Denny	Deny Renewal Note under 7/14/2011 Loan Agreement. \$3,600,000 of principal on this note was converted on 7/14/2011. Calculated interest on the balance after conversion date 7/14/11	8.00%	18.00%	\$3,360	\$5,309	91	91	\$308,055	\$288,055
14-Jun-2011	\$7,165,839	8% per annum, 18% after default	31-Jun-2011	Starting July 1, 2011 - America West monthly payments of \$221,258.82 and Dec 31, 2011	America West Resources, Inc. (AWR) and Denny	Deny Renewal Note post-conversion of \$3,600,000 of principal on 7/14/2011. Calculated interest on the balance after conversion date 7/14/11	8.00%	18.00%	\$1,571	\$3,534	0	568	\$2,007,220	\$9,173,059
21-Jul-2011	\$425,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$93	\$210	164	398	\$98,693	\$523,693
27-Jul-2011	\$375,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$82	\$185	158	398	\$86,589	\$461,589
11-Aug-2011	\$600,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$132	\$296	143	398	\$136,570	\$736,570
17-Aug-2011	\$420,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$92	\$207	137	398	\$95,047	\$515,047
25-Aug-2011	\$400,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$88	\$197	129	398	\$89,819	\$489,819
29-Aug-2011	\$400,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$88	\$197	125	398	\$89,468	\$489,468
31-Aug-2011	\$900,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$66	\$148	123	398	\$66,970	\$966,970
2-Sep-2011	\$600,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$132	\$296	121	398	\$133,677	\$733,677
9-Sep-2011	\$350,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$77	\$173	114	398	\$77,441	\$427,441
15-Sep-2011	\$650,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$142	\$321	108	398	\$142,964	\$792,964
22-Sep-2011	\$300,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$66	\$148	101	398	\$65,523	\$365,523
29-Sep-2011	\$190,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$39	\$89	94	398	\$39,038	\$219,038
7-Oct-2011	\$300,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$66	\$148	86	398	\$64,537	\$384,537
13-Oct-2011	\$650,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$142	\$321	80	398	\$138,975	\$793,975
20-Oct-2011	\$295,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$52	\$116	73	398	\$49,884	\$284,884
27-Oct-2011	\$350,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$77	\$173	66	398	\$73,759	\$423,759
3-Nov-2011	\$400,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$88	\$197	59	398	\$83,682	\$483,682
10-Nov-2011	\$250,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$55	\$123	52	398	\$51,818	\$301,818
17-Nov-2011	\$150,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$33	\$74	45	398	\$30,921	\$180,921
22-Nov-2011	\$150,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$33	\$74	40	398	\$30,756	\$180,756
29-Nov-2011	\$75,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$16	\$37	33	398	\$15,263	\$90,263
8-Dec-2011	\$200,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$44	\$99	24	398	\$40,307	\$240,307
21-Dec-2011	\$350,000	8% per annum, 18% after default	31-Dec-2011	All due Dec. 31, 2011	AWR and Denny		8.00%	18.00%	\$77	\$173	11	398	\$69,540	\$419,540
5-Jan-2012	\$300,000	8% per annum, 18% after default	31-Mar-2012	All due March 31, 2012	AWR and Denny		8.00%	18.00%	\$66	\$148	87	307	\$51,140	\$351,140
20-Jan-2012	\$150,000	8% per annum, 18% after default	31-Mar-2012	All due March 31, 2012	AWR and Denny		8.00%	18.00%	\$33	\$74	72	307	\$25,077	\$175,077
8-Feb-2012	\$60,000	8% per annum, 18% after default	31-Mar-2012	All due March 31, 2012	AWR and Denny		8.00%	18.00%	\$13	\$30	53	307	\$9,781	\$69,781

2/1/2013

Date of Note	Principal Amount	Interest Rate	Maturity Date	Payment Schedule	Parties	Miscellaneous	Interest Rate	Default Rate	Interest Accrued Daily Prior to Default	Interest Accrued Daily After Default	Days of Interest @ Reg. rate	Days of Interest @ default Rate	Total Accrued Interest	Loan Principal and Accrued Interest
22-Feb-2012	\$60,000	18% per annum, 18% after default	31-Mar-2012	All due March 31, 2012	AWR and Demy		8.00%	18.00%	\$13	\$30	38	307	\$9,597	\$69,597
2-Mar-2012	\$200,000	18% per annum, 18% after default	31-Mar-2012	All due March 31, 2012	AWR and Demy		8.00%	18.00%	\$44	\$99	30	307	\$31,595	\$231,595
16-Mar-2012	\$200,000	18% per annum, 18% after default	30-Jun-2012	All due March 31, 2012	AWR and Demy		8.00%	18.00%	\$44	\$99	16	307	\$30,981	\$230,981
30-Mar-2012	\$200,000	18% per annum, 18% after default	30-Jun-2012	All due June 30, 2012	AWR and Demy		8.00%	18.00%	\$44	\$99	59	216	\$25,381	\$225,381
13-Apr-2012	\$200,000	18% per annum, 18% after default	30-Jun-2012	All due June 30, 2012	AWR and Demy		8.00%	18.00%	\$44	\$99	79	216	\$24,767	\$224,767
17-Aug-2012	\$99,000	18% per annum, 18% after default	30-Sep-2012	All due Sept. 30, 2012	AWR and Demy		8.00%	18.00%	\$20	\$45	45	114	\$6,533	\$99,533
31-Aug-2012	\$29,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$8	\$10	123	32	\$1,327	\$21,327
5-Sep-2012	\$92,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$21	\$26	118	32	\$3,342	\$95,342
7-Sep-2012	\$131,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$54	\$65	116	32	\$8,312	\$139,312
14-Sep-2012	\$97,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$40	\$48	109	32	\$5,976	\$102,976
17-Sep-2012	\$200,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$42	\$99	106	32	\$11,868	\$211,868
20-Sep-2012	\$99,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$24	\$29	103	32	\$3,428	\$99,428
27-Sep-2012	\$66,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$27	\$33	96	32	\$3,645	\$69,645
5-Oct-2012	\$44,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$18	\$22	88	32	\$2,286	\$46,286
12-Oct-2012	\$69,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$26	\$31	81	32	\$3,091	\$66,091
19-Oct-2012	\$29,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$12	\$14	74	32	\$1,340	\$30,340
25-Oct-2012	\$49,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$16	\$21	68	32	\$1,880	\$44,880
2-Nov-2012	\$25,700	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$11	\$13	60	32	\$1,039	\$26,739
7-Nov-2012	\$48,300	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$20	\$24	55	32	\$1,854	\$50,154
16-Nov-2012	\$94,500	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$14	\$17	46	32	\$1,197	\$95,697
21-Nov-2012	\$34,100	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$14	\$17	41	32	\$1,113	\$35,213
26-Nov-2012	\$100,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$41	\$49	36	32	\$3,059	\$103,059
30-Nov-2012	\$90,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$21	\$25	32	32	\$1,447	\$91,447
7-Dec-2012	\$69,000	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$26	\$31	25	32	\$1,641	\$64,641
14-Dec-2012	\$61,285	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$25	\$30	18	32	\$1,420	\$62,705
21-Dec-2012	\$57,238	15% per annum, 18% after default	31-Dec-2012	All due Dec. 31, 2012	AWR and Demy		15.00%	18.00%	\$24	\$28	11	32	\$1,162	\$58,395
27-Dec-2012	\$34,645	15% per annum, 18% after default	30-Jun-2013	All due June 30, 2013	AWR and Demy		15.00%	18.00%	\$14	\$17	36	0	\$513	\$35,158
4-Jan-2013	\$56,600	15% per annum, 18% after default	30-Jun-2013	All due June 30, 2013	AWR and Demy		15.00%	18.00%	\$23	\$27	28	0	\$640	\$56,240
11-Jan-2013	\$56,387	15% per annum, 18% after default	30-Jun-2013	All due June 30, 2013	AWR and Demy		15.00%	18.00%	\$23	\$28	21	0	\$487	\$56,874
18-Jan-2013	\$16,000	15% per annum, 18% after default	30-Jun-2013	All due June 30, 2013	AWR and Demy		15.00%	18.00%	\$7	\$8	14	0	\$92	\$16,092
25-Jan-2013	\$45,000	15% per annum, 18% after default	30-Jun-2013	All due June 30, 2013	AWR and Demy		15.00%	18.00%	\$18	\$22	7	0	\$129	\$45,129
31-Jan-2013	\$19,800	15% per annum, 18% after default	1-Mar-2013	All due March 1, 2013	AWR and Demy		15.00%	18.00%	\$6	\$9	1	0	\$8	\$18,808

Date of Note		Principal Amount		Interest Rate		Maturity Date		Payment Schedule		Parties		Miscellaneous		2/1/2013		Loan Principal and Accrued Interest	
TOTAL		\$18,242,389 **														\$4,344,662	
Interest Rate		Days of Interest @ reg. rate		Days of Interest @ Default Rate		Interest Accrued Daily Prior to Default		Interest Accrued Daily After Default		Total Accrued Interest		Loan Principal and Accrued Interest					

* Accrued interest on the original \$10,763,839--3/31/2011 to 7/14/2011
 ** In the event that \$20,000 Loan made by Denly to AMR on 2/1/2013 is not approved by court as part of DIP Loan Financing, it will be considered as pre-petition loan, secured by Amended and Restated Security Agreement

SCHEDULE 2(a)(ii)

Denly Acquired Indebtedness

As of February 1, 2013, the Denly Acquired Indebtedness consisted of outstanding principal and accrued unpaid interest thereon in an aggregate amount of \$2,983,568.28, plus pre-petition fees and expenses (including fees and expenses of attorneys and advisors).

A schedule reflecting the Denly Acquired Indebtedness is attached this to Schedule 2(a)(ii).

Zions Bank Loan Documents:

Notes:

All of the loans originally made by Zions First National Bank (“**Zions Bank**”), as evidenced by the following promissory notes: (i) a promissory note from Mid-State Services, Inc. (“**Mid-State**”) in the principal amount of \$500,000, dated May 11, 2006, Loan No. 9001 (the “**9001 Note**”); (ii) a promissory note from Hidden Splendor Resources, Inc. (“**Hidden Splendor**”) in the principal amount of \$3,045,000, dated May 13, 2004, Loan No. 9003 (the “**9003 Note**”); (iii) a promissory note from Hidden Splendor in the principal amount of \$200,000, dated May 13, 2004, Loan No. 9004, as amended by that certain Change in Terms Agreement dated August 8, 2005, as amended and restated by that certain promissory note, in the principal amount of \$200,000, dated September 27, 2005, Loan No. 9004, as amended by that certain Change in Terms Agreement dated September 26, 2006, as further amended by that certain Change in Terms Agreement dated January 24, 2007, as further amended by that certain Modification, Extension and Release Agreement dated July 16, 2007, and as further amended by that certain Note Endorsement dated July 16, 2007 (the “**9004 Note**”); (iv) a promissory note from Hidden Splendor in the principal amount of \$2,400,000, dated December 8, 2005, Loan No. 9005, as amended by that certain Change in Terms Agreement dated February 10, 2006 (the “**9005 Note**”); and (v) pursuant to that certain Order Confirming Joint – Consolidated Hidden Splendor Resources, Inc. / Mid-State Services, Inc. Plan of Reorganization, entered by the United States Bankruptcy Court, District of Nevada, on December 8, 2008, in connection with Case Nos. BK-N-07-51378-gwz and BK-N-07-51379-gwz, the obligations due under the 9004 Note and additional arrearages due to Zions Bank under the other promissory notes mentioned above as combined into the 9004 Note, as of October 5, 2008, resulting in a principal amount of \$2,442,283.41, accruing interest at seven percent (7%) annually and requiring eighty-two (82) monthly payments of \$37,702.98 beginning October 5, 2008 (the “**Arrearages Note**”) (the Arrearages Note, the 9001 Note, the 9003 Note, the 9004 Note and the 9005 Note being referred to collectively as the “**Notes**”), along with all loan agreements, security agreements, deeds of trust, and other documents in favor of Zions Bank evidencing, securing, guarantying or pertaining to the indebtedness evidenced by the Notes, including, without limitation, the following:

Deeds of Trust:

The following additional documents: (i) Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing by and between Hidden Splendor and Zions Bank, as Trustee and Beneficiary, dated as of December 2005, and recorded in the Official Records of Carbon County, Utah, on December, 13, 2005, as Entry No. 114868, in Book 608, Page 79 (the "**Carbon County Deed of Trust**"), (ii) Revolving Credit Deed of Trust by and between Hidden Splendor and Zions Bank, as Trustee and Beneficiary, dated as of May 13, 2004, and recorded in the Official Records of Carbon County, Utah, on May 20, 2004, as Entry No. 105906, in Book 567, Page 350, as modified by that certain Modification of Trust Deed, dated July 16, 2007, and filed on August 1, 2007, as Entry No. 124824, in Book 652, Page 98 (the "**Revolving Deed of Trust**"), and (iii) Deed of Trust by and between Hidden Splendor and Zions Bank, as Trustee and Beneficiary, dated as of May 13, 2004, and recorded in the Official Records of Carbon County, Utah, on May 20, 2004, as Entry No. 105905, in Book 567, Page 341 (the "**Horizon Mine Deed of Trust**," and, collectively with the Carbon County Deed of Trust and Revolving Deed of Trust, the "**Deeds of Trust**") and (iv) that certain Assignment of Deeds of Trust and Other Documents by Zions Bank in favor of Denly Utah Coal, LLC dated as of December 7, 2012, and recorded in the Official Records of Carbon County, Utah, on January 22, 2013, as Entry No. 817883, in Book 786, Page 45 (the "**Assignment of Deeds**").

Related Documents:

The following additional documents:

Business Loan Agreement dated May 11, 2006 by and between Mid-State and Zions Bank in connection with Loan No. 9001;

Commercial Security Agreement dated May 11, 2006 by and between Mid-State and Zions Bank in connection with Loan No. 9001;

Business Loan Agreement dated May 13, 2004 by and between Hidden Splendor and Zions Bank in connection with Loan No. 9003, as amended by that certain Amendment to Business Loan Agreement dated September 28, 2005, as further amended by the certain Second Amendment to Business Loan Agreement dated December 2, 2005;

Commercial Security Agreement dated May 13, 2004 by and between Hidden Splendor and Zions Bank, in connection with Loan No. 9003;

Commercial Pledge Agreement dated as of May 13, 2004 by and between Hidden Splendor and Zions Bank, in connection with Loan No. 9003;

Business Loan Agreement dated May 13, 2004 by and between Hidden Splendor and Zions Bank, in connection with Loan No. 9004;

Commercial Security Agreement dated May 13, 2004 by and between Hidden Splendor and Zions Bank in connection with Loan No. 9004, as amended by that certain Amendment to Commercial Security Agreement dated July 16, 2007, and effective May 17, 2007;

Commercial Pledge Agreement dated as of May 13, 2004 by and between Hidden Splendor and Zions Bank, in connection with Loan No. 9004, as amended by that certain Amendment to Commercial Pledge Agreement dated July 17, 2007, and effective May 17, 2007;

Commercial Security Agreement dated December 8, 2005 by and between Hidden Splendor and Zions Bank, in connection with Loan No. 9005; and

Note Purchase Agreement dated December 7, 2012 by and between Zions Bank and Denly Utah Coal, LLC and documents delivered by Zions Bank in connection with the closing of such transaction.

Mid-State Services, Inc.

Customer Name
 Customer Number 8055610
 Note Number 9001
 Loan Balance \$359,933.72
 Balance Date 5-Oct-08
 Payment Amount \$6,090.31 73 monthly payments @ 7.00% interest beginning 10/5/08
 Payment Due Date 10/5/2008
 Rate = B+? 7.00%
 Accrued & Unpaid Int. \$0.00

Payment Date	# of Days Since Paid	Amount Paid	Accrued Interest	Interest	Unpaid Int	Accrued & Unpaid Int	Paid to Principal	Paid to Interest	New Loan Balance	Current Rate	Days in Arrears
6-Oct-08	1	\$6,090.31	\$69.99	\$69.99	\$0.00	\$0.00	\$0.00	\$69.99	\$353,913.40	7.00%	0.00%
4-Nov-08	29	\$6,090.31	\$1,995.68	\$1,995.68	\$0.00	\$0.00	\$0.00	\$1,995.68	\$349,818.77	7.00%	0.00%
8-Dec-08	34	\$6,090.31	\$2,312.69	\$2,312.69	\$0.00	\$0.00	\$0.00	\$2,312.69	\$346,041.15	7.00%	0.00%
5-Jan-09	28	\$6,090.31	\$1,884.00	\$1,884.00	\$0.00	\$0.00	\$0.00	\$1,884.00	\$341,834.84	7.00%	0.00%
4-Feb-09	30	\$6,090.31	\$1,994.04	\$1,994.04	\$0.00	\$0.00	\$0.00	\$1,994.04	\$337,738.57	7.00%	0.00%
5-Mar-09	29	\$6,090.31	\$1,904.47	\$1,904.47	\$0.00	\$0.00	\$0.00	\$1,904.47	\$333,552.73	7.00%	0.00%
16-Apr-09	42	\$6,090.31	\$2,724.01	\$2,724.01	\$0.00	\$0.00	\$0.00	\$2,724.01	\$330,186.43	7.00%	0.00%
15-May-09	29	\$6,090.31	\$1,861.88	\$1,861.88	\$0.00	\$0.00	\$0.00	\$1,861.88	\$325,988.00	7.00%	0.00%
18-Jun-09	34	\$6,090.31	\$2,154.94	\$2,154.94	\$0.00	\$0.00	\$0.00	\$2,154.94	\$322,022.63	7.00%	0.00%
9-Jul-09	21	\$6,090.31	\$1,314.93	\$1,314.93	\$0.00	\$0.00	\$0.00	\$1,314.93	\$317,247.25	7.00%	0.00%
14-Aug-09	36	\$6,090.31	\$2,220.73	\$2,220.73	\$0.00	\$0.00	\$0.00	\$2,220.73	\$313,377.67	7.00%	0.00%
14-Sep-09	31	\$6,090.31	\$1,888.97	\$1,888.97	\$0.00	\$0.00	\$0.00	\$1,888.97	\$309,176.33	7.00%	0.00%
15-Oct-09	31	\$6,090.31	\$1,863.65	\$1,863.65	\$0.00	\$0.00	\$0.00	\$1,863.65	\$304,949.67	7.00%	0.00%
15-Nov-09	31	\$6,090.31	\$1,838.17	\$1,838.17	\$0.00	\$0.00	\$0.00	\$1,838.17	\$300,697.53	7.00%	0.00%
15-Dec-09	30	\$6,090.31	\$1,754.07	\$1,754.07	\$0.00	\$0.00	\$0.00	\$1,754.07	\$296,361.29	7.00%	0.00%
5-Jan-10	21	\$6,090.31	\$1,210.14	\$1,210.14	\$0.00	\$0.00	\$0.00	\$1,210.14	\$281,481.12	7.00%	0.00%
5-Feb-10	31	\$6,090.31	\$1,756.98	\$1,756.98	\$0.00	\$0.00	\$0.00	\$1,756.98	\$287,147.79	7.00%	0.00%
16-Mar-10	39	\$6,090.31	\$2,177.54	\$2,177.54	\$0.00	\$0.00	\$0.00	\$2,177.54	\$283,235.02	7.00%	0.00%
8-Apr-10	23	\$6,090.31	\$1,266.69	\$1,266.69	\$0.00	\$0.00	\$0.00	\$1,266.69	\$278,411.40	7.00%	0.00%
5-May-10	27	\$6,090.31	\$1,461.66	\$1,461.66	\$0.00	\$0.00	\$0.00	\$1,461.66	\$273,782.75	7.00%	0.00%
5-Jun-10	31	\$6,090.31	\$1,650.30	\$1,650.30	\$0.00	\$0.00	\$0.00	\$1,650.30	\$269,342.74	7.00%	0.00%
5-Jul-10	30	\$6,090.31	\$1,571.17	\$1,571.17	\$0.00	\$0.00	\$0.00	\$1,571.17	\$264,823.60	7.00%	0.00%
5-Aug-10	31	\$6,090.31	\$1,596.30	\$1,596.30	\$0.00	\$0.00	\$0.00	\$1,596.30	\$260,329.59	7.00%	0.00%
5-Sep-10	31	\$6,090.31	\$1,569.21	\$1,569.21	\$0.00	\$0.00	\$0.00	\$1,569.21	\$255,808.49	7.00%	0.00%
5-Oct-10	30	\$6,090.31	\$1,492.22	\$1,492.22	\$0.00	\$0.00	\$0.00	\$1,492.22	\$251,210.40	7.00%	0.00%
5-Nov-10	31	\$6,090.31	\$1,514.24	\$1,514.24	\$0.00	\$0.00	\$0.00	\$1,514.24	\$246,634.33	7.00%	0.00%
5-Dec-10	30	\$6,090.31	\$1,438.70	\$1,438.70	\$0.00	\$0.00	\$0.00	\$1,438.70	\$241,982.72	7.00%	0.00%
5-Jan-11	31	\$6,090.31	\$1,458.62	\$1,458.62	\$0.00	\$0.00	\$0.00	\$1,458.62	\$237,351.03	7.00%	0.00%
5-Feb-11	31	\$6,090.31	\$1,430.70	\$1,430.70	\$0.00	\$0.00	\$0.00	\$1,430.70	\$232,691.42	7.00%	0.00%
5-Mar-11	28	\$6,090.31	\$1,266.88	\$1,266.88	\$0.00	\$0.00	\$0.00	\$1,266.88	\$227,867.99	7.00%	0.00%
5-Apr-11	31	\$6,090.31	\$1,373.54	\$1,373.54	\$0.00	\$0.00	\$0.00	\$1,373.54	\$223,151.22	7.00%	0.00%

5-May-11	30	\$6,090.31	\$1,301.72	\$1,301.72	\$1,301.72	\$0.00	\$4,788.59	\$218,362.63	7.00%	0.00%
5-Jun-11	31	\$6,090.31	\$1,316.24	\$1,316.24	\$1,316.24	\$0.00	\$4,774.07	\$213,588.56	7.00%	0.00%
5-Jul-11	30	\$6,090.31	\$1,245.93	\$1,245.93	\$1,245.93	\$0.00	\$4,844.38	\$208,744.18	7.00%	0.00%
5-Aug-11	31	\$6,090.31	\$1,258.26	\$1,258.26	\$1,258.26	\$0.00	\$4,832.05	\$203,912.13	7.00%	0.00%
5-Sep-11	31	\$6,090.31	\$1,228.14	\$1,228.14	\$1,228.14	\$0.00	\$4,861.17	\$199,050.96	7.00%	0.00%
5-Oct-11	30	\$6,090.31	\$1,161.13	\$1,161.13	\$1,161.13	\$0.00	\$4,928.18	\$194,121.78	7.00%	0.00%
5-Nov-11	31	\$6,090.31	\$1,170.12	\$1,170.12	\$1,170.12	\$0.00	\$4,920.19	\$188,201.59	7.00%	0.00%
5-Dec-11	30	\$6,090.31	\$1,103.68	\$1,103.68	\$1,103.68	\$0.00	\$4,986.63	\$184,214.96	7.00%	0.00%
5-Jan-12	31	\$6,090.31	\$1,110.41	\$1,110.41	\$1,110.41	\$0.00	\$4,979.90	\$179,235.06	7.00%	0.00%
5-Feb-12	31	\$6,090.31	\$1,080.39	\$1,080.39	\$1,080.39	\$0.00	\$5,009.92	\$174,225.14	7.00%	0.00%
5-Mar-12	29	\$6,090.31	\$982.44	\$982.44	\$982.44	\$0.00	\$5,107.87	\$169,117.27	7.00%	0.00%
5-Apr-12	31	\$6,090.31	\$1,019.40	\$1,019.40	\$1,019.40	\$0.00	\$5,070.91	\$164,046.36	7.00%	0.00%
5-May-12	30	\$6,090.31	\$956.94	\$956.94	\$956.94	\$0.00	\$5,133.37	\$159,912.99	7.00%	0.00%
5-Jun-12	31	\$6,090.31	\$957.89	\$957.89	\$957.89	\$0.00	\$5,132.42	\$153,780.57	7.00%	0.00%
5-Jul-12	30	\$0.00	\$897.05	\$897.05	\$897.05	\$897.05	\$0.00	\$153,780.57	7.00%	0.00%
5-Aug-12	31	\$0.00	\$926.96	\$926.96	\$926.96	\$926.96	\$0.00	\$153,780.57	7.00%	0.00%
5-Sep-12	31	\$0.00	\$926.96	\$926.96	\$926.96	\$926.96	\$0.00	\$153,780.57	7.00%	0.00%
5-Oct-12	30	\$0.00	\$897.05	\$897.05	\$897.05	\$897.05	\$0.00	\$153,780.57	7.00%	0.00%
5-Nov-12	31	\$0.00	\$926.96	\$926.96	\$926.96	\$926.96	\$0.00	\$153,780.57	7.00%	0.00%
1-Feb-13	88	\$0.00	\$2,631.36	\$2,631.36	\$2,631.36	\$2,631.36	\$0.00	\$153,780.57	7.00%	0.00%
		<u>\$274,063.95</u>		<u>\$67,910.80</u>		<u>\$7,206.30</u>	<u>\$206,153.15</u>			

Total owed as of 2/1/13
 (Loan Balance + Total Accrued/Unpaid Interest) \$160,986.87

Hidden Splendor Resources, Inc.

Customer Name
 Customer Number 4418565
 Note Number 9003
 Loan Balance \$1,603,047.33
 Balance Date 05-Oct-08
 Payment Amount \$27,124.58
 Payment Due Date 10/5/2008
 Rate = B+? 7.00%
 Accrued & Unpaid Int. \$0.00

Date Payment Paid	# of Days Since Paid	Amount Paid	Accrued Interest	Paid to Interest	Accrued & Unpaid Int	Paid to Principal	New Loan Balance	Current Rate	Base Rat
6-Oct-08	1	\$27,124.58	\$311.70	\$311.70	\$0.00	\$26,812.88	\$1,576,234.45	7.00%	0.00%
4-Nov-08	29	\$27,124.58	\$8,888.21	\$8,888.21	\$0.00	\$18,236.37	\$1,557,998.08	7.00%	0.00%
8-Dec-08	34	\$27,124.58	\$10,300.10	\$10,300.10	\$0.00	\$16,824.48	\$1,541,173.60	7.00%	0.00%
5-Jan-09	28	\$27,124.58	\$8,390.83	\$8,390.83	\$0.00	\$18,733.75	\$1,522,439.85	7.00%	0.00%
4-Feb-09	30	\$27,124.58	\$8,880.90	\$8,880.90	\$0.00	\$18,243.68	\$1,504,196.17	7.00%	0.00%
5-Mar-09	29	\$27,124.58	\$8,482.00	\$8,482.00	\$0.00	\$18,642.58	\$1,485,553.59	7.00%	0.00%
18-Apr-09	42	\$27,124.58	\$12,132.02	\$12,132.02	\$0.00	\$14,992.56	\$1,470,561.03	7.00%	0.00%
15-May-09	29	\$27,124.58	\$8,292.33	\$8,292.33	\$0.00	\$18,892.25	\$1,451,728.78	7.00%	0.00%
18-Jun-09	34	\$27,124.58	\$9,597.54	\$9,597.54	\$0.00	\$17,527.04	\$1,434,201.74	7.00%	0.00%
9-Jul-09	21	\$27,124.58	\$5,856.32	\$5,856.32	\$0.00	\$21,266.26	\$1,412,933.48	7.00%	0.00%
14-Aug-09	36	\$27,124.58	\$9,890.53	\$9,890.53	\$0.00	\$17,234.05	\$1,395,699.43	7.00%	0.00%
14-Sep-09	31	\$27,124.58	\$8,412.97	\$8,412.97	\$0.00	\$18,711.61	\$1,376,987.82	7.00%	0.00%
15-Oct-09	31	\$27,124.58	\$8,300.18	\$8,300.18	\$0.00	\$18,824.40	\$1,358,163.42	7.00%	0.00%
15-Nov-09	31	\$27,124.58	\$8,186.71	\$8,186.71	\$0.00	\$18,937.87	\$1,339,225.55	7.00%	0.00%
15-Dec-09	30	\$27,124.58	\$7,812.15	\$7,812.15	\$0.00	\$19,312.43	\$1,319,913.12	7.00%	0.00%
15-Jan-10	31	\$27,124.58	\$7,956.14	\$7,956.14	\$0.00	\$18,168.44	\$1,300,744.68	7.00%	0.00%
16-Feb-10	32	\$27,124.58	\$8,093.52	\$8,093.52	\$0.00	\$19,031.06	\$1,281,713.62	7.00%	0.00%
16-Mar-10	28	\$27,124.58	\$6,978.22	\$6,978.22	\$0.00	\$20,146.36	\$1,261,567.26	7.00%	0.00%
9-Apr-10	24	\$27,124.58	\$5,887.31	\$5,887.31	\$0.00	\$21,237.27	\$1,240,329.99	7.00%	0.00%
5-May-10	26	\$27,124.58	\$6,270.56	\$6,270.56	\$0.00	\$20,854.02	\$1,219,475.97	7.00%	0.00%
5-Jun-10	31	\$27,124.58	\$7,350.73	\$7,350.73	\$0.00	\$19,773.85	\$1,198,702.12	7.00%	0.00%
5-Jul-10	30	\$27,124.58	\$6,998.28	\$6,998.28	\$0.00	\$20,126.32	\$1,179,575.80	7.00%	0.00%
5-Aug-10	31	\$27,124.58	\$7,110.22	\$7,110.22	\$0.00	\$20,014.36	\$1,159,561.44	7.00%	0.00%
5-Sep-10	31	\$27,124.58	\$6,988.58	\$6,988.58	\$0.00	\$20,135.00	\$1,139,426.44	7.00%	0.00%
5-Oct-10	30	\$27,124.58	\$6,646.65	\$6,646.65	\$0.00	\$20,477.93	\$1,118,948.51	7.00%	0.00%
5-Nov-10	31	\$27,124.58	\$6,744.77	\$6,744.77	\$0.00	\$20,379.81	\$1,098,568.70	7.00%	0.00%
5-Dec-10	30	\$27,124.58	\$6,408.32	\$6,408.32	\$0.00	\$20,716.26	\$1,077,852.44	7.00%	0.00%
5-Jan-11	31	\$27,124.58	\$6,497.05	\$6,497.05	\$0.01	\$20,627.52	\$1,057,224.92	7.00%	0.00%
5-Feb-11	31	\$27,124.58	\$6,372.72	\$6,372.72	\$0.00	\$20,751.86	\$1,036,473.06	7.00%	0.00%
5-Mar-11	28	\$27,124.58	\$5,643.02	\$5,643.02	\$0.00	\$21,481.56	\$1,014,991.50	7.00%	0.00%
5-Apr-11	31	\$27,124.58	\$6,118.14	\$6,118.14	\$0.00	\$21,006.44	\$993,985.06	7.00%	0.00%
5-May-11	30	\$27,124.58	\$5,798.25	\$5,798.25	\$0.00	\$21,326.33	\$972,658.73	7.00%	0.00%

5-Jun-11	31	\$27,124.58	\$5,862.97	\$5,862.97	\$0.00	\$21,261.61	\$951,397.12	7.00%	0.00%
5-Jul-11	30	\$27,124.58	\$5,549.82	\$5,549.82	\$0.00	\$21,574.76	\$929,822.36	7.00%	0.00%
5-Aug-11	31	\$27,124.58	\$5,604.76	\$5,604.76	\$0.00	\$21,519.82	\$908,302.54	7.00%	0.00%
5-Sep-11	31	\$27,124.58	\$5,475.05	\$5,475.05	\$0.00	\$21,649.53	\$886,653.01	7.00%	0.00%
5-Oct-11	30	\$27,124.58	\$5,172.14	\$5,172.14	\$0.00	\$21,952.44	\$864,700.57	7.00%	0.00%
5-Nov-11	31	\$27,124.58	\$5,212.22	\$5,212.22	\$0.00	\$21,912.36	\$842,788.21	7.00%	0.00%
5-Dec-11	30	\$27,124.58	\$4,916.26	\$4,916.26	\$0.00	\$22,208.32	\$820,579.89	7.00%	0.00%
5-Jan-12	31	\$27,124.58	\$4,946.27	\$4,946.27	\$0.00	\$22,178.31	\$798,401.58	7.00%	0.00%
5-Feb-12	31	\$27,124.58	\$4,812.59	\$4,812.59	\$0.00	\$22,311.99	\$776,089.59	7.00%	0.00%
5-Mar-12	29	\$27,124.58	\$4,376.28	\$4,376.28	\$0.00	\$22,748.30	\$753,341.29	7.00%	0.00%
5-Apr-12	31	\$27,124.58	\$4,540.97	\$4,540.97	\$0.00	\$22,583.61	\$730,757.68	7.00%	0.00%
5-May-12	30	\$27,124.58	\$4,262.75	\$4,262.75	\$0.00	\$22,861.83	\$707,895.85	7.00%	0.00%
5-Jun-12	31	\$27,124.58	\$4,267.04	\$4,267.04	\$0.00	\$22,857.54	\$685,038.31	7.00%	0.00%
5-Jul-12	30	\$0.00	\$3,996.06	\$3,996.06	\$3,996.06	\$0.00	\$685,038.31	7.00%	0.00%
5-Aug-12	31	\$0.00	\$4,129.26	\$4,129.26	\$4,129.26	\$0.00	\$685,038.31	7.00%	0.00%
5-Sep-12	31	\$0.00	\$4,129.26	\$4,129.26	\$4,129.26	\$0.00	\$685,038.31	7.00%	0.00%
5-Oct-12	30	\$0.00	\$3,996.06	\$3,996.06	\$3,996.06	\$0.00	\$685,038.31	7.00%	0.00%
5-Nov-12	31	\$0.00	\$4,129.26	\$4,129.26	\$4,129.26	\$0.00	\$685,038.31	7.00%	0.00%
1-Feb-13	88	\$0.00	\$11,721.77	\$11,721.77	\$11,721.77	\$0.00	\$685,038.31	7.00%	0.00%
		<u>\$1,220,606.10</u>	<u>\$302,597.08</u>	<u>\$302,597.08</u>	<u>\$32,101.67</u>	<u>\$918,009.02</u>			

Total owed as of 2/1/13
 (Loan Balance + Total Accrued/Unpaid Interest) \$717,139.98

Arrearages Loan Hidden Splendor Mid-State

Customer Name
 Customer Number 0
 Note Number 9004
 Beg Loan Balance \$2,442,283.41
 Balance Date 5-Oct-08
 Payment Amount \$37,702.98 82 monthly payments @ 7.00% interest beginning 10/05/08
 Payment Due Date 10/5/2008
 Rate = B+? 7.00%
 Accrued & Unpaid Int. \$0.00

Date	Payment Paid	# of Days Since Paid	Amount Paid	Accrued Interest	Paid to Interest	Accrued & Unpaid Int	Paid to Principal	New Loan Balance	Current Rate	Base Rate
6-Oct-08		1	\$37,702.98	\$474.89	\$474.89	\$0.00	\$37,228.09	\$2,405,055.32	7.00%	0.00%
4-Nov-08		29	\$37,702.98	\$13,561.84	\$13,561.84	\$0.00	\$24,141.14	\$2,380,914.18	7.00%	0.00%
8-Dec-08		34	\$37,702.98	\$15,740.49	\$15,740.49	\$0.00	\$21,962.49	\$2,358,951.69	7.00%	0.00%
5-Jan-09		28	\$37,702.98	\$12,843.18	\$12,843.18	\$0.00	\$24,859.80	\$2,334,091.89	7.00%	0.00%
4-Feb-09		30	\$37,702.98	\$13,615.54	\$13,615.54	\$0.00	\$24,087.44	\$2,310,004.45	7.00%	0.00%
5-Mar-09		29	\$37,702.98	\$13,025.86	\$13,025.86	\$0.00	\$24,677.12	\$2,285,327.33	7.00%	0.00%
16-Apr-09		42	\$37,702.98	\$18,663.51	\$18,663.51	\$0.00	\$19,039.47	\$2,266,287.86	7.00%	0.00%
15-May-09		29	\$37,702.98	\$12,779.35	\$12,779.35	\$0.00	\$24,923.63	\$2,241,364.23	7.00%	0.00%
18-Jun-09		34	\$37,702.98	\$14,817.91	\$14,817.91	\$0.00	\$22,885.07	\$2,218,479.16	7.00%	0.00%
9-Jul-09		21	\$37,702.98	\$9,058.79	\$9,058.79	\$0.00	\$28,644.19	\$2,189,834.97	7.00%	0.00%
14-Aug-09		36	\$37,702.98	\$15,328.84	\$15,328.84	\$0.00	\$22,374.14	\$2,167,460.83	7.00%	0.00%
14-Sep-09		31	\$37,702.98	\$13,064.97	\$13,064.97	\$0.00	\$24,638.01	\$2,142,822.82	7.00%	0.00%
15-Oct-09		31	\$37,702.98	\$12,916.46	\$12,916.46	\$0.00	\$24,786.52	\$2,118,036.30	7.00%	0.00%
15-Nov-09		31	\$37,702.98	\$12,767.05	\$12,767.05	\$0.00	\$24,935.93	\$2,093,100.37	7.00%	0.00%
15-Dec-09		30	\$37,702.98	\$12,209.75	\$12,209.75	\$0.00	\$25,493.23	\$2,067,607.14	7.00%	0.00%
15-Jan-10		31	\$37,702.98	\$12,463.08	\$12,463.08	\$0.00	\$25,239.90	\$2,042,367.24	7.00%	0.00%
16-Feb-10		32	\$37,702.98	\$12,708.06	\$12,708.06	\$0.00	\$24,994.92	\$2,017,372.32	7.00%	0.00%
16-Mar-10		28	\$37,702.98	\$10,983.47	\$10,983.47	\$0.00	\$26,719.51	\$1,990,652.81	7.00%	0.00%
9-Apr-10		24	\$37,702.98	\$9,289.71	\$9,289.71	\$0.00	\$28,413.27	\$1,962,239.54	7.00%	0.00%
5-May-10		26	\$37,702.98	\$9,920.21	\$9,920.21	\$0.00	\$27,782.77	\$1,934,456.77	7.00%	0.00%
5-Jun-10		31	\$37,702.98	\$11,660.48	\$11,660.48	\$0.00	\$26,042.50	\$1,908,414.27	7.00%	0.00%
5-Jul-10		30	\$37,702.98	\$11,132.42	\$11,132.42	\$0.00	\$26,570.56	\$1,881,843.71	7.00%	0.00%
5-Aug-10		31	\$37,702.98	\$11,343.34	\$11,343.34	\$0.00	\$26,359.64	\$1,855,484.07	7.00%	0.00%
5-Sep-10		31	\$37,702.98	\$11,184.45	\$11,184.45	\$0.00	\$26,518.53	\$1,828,965.54	7.00%	0.00%
5-Oct-10		30	\$37,702.98	\$10,668.97	\$10,668.97	\$0.00	\$27,034.01	\$1,801,931.53	7.00%	0.00%
5-Nov-10		31	\$37,702.98	\$10,861.64	\$10,861.64	\$0.00	\$26,841.34	\$1,775,090.19	7.00%	0.00%
5-Dec-10		30	\$37,702.98	\$10,354.69	\$10,354.69	\$0.00	\$27,348.29	\$1,747,741.90	7.00%	0.00%
5-Jan-11		31	\$37,702.98	\$10,535.00	\$10,535.00	\$0.00	\$27,167.98	\$1,720,573.92	7.00%	0.00%
5-Feb-11		31	\$37,702.98	\$10,371.24	\$10,371.24	\$0.00	\$27,331.74	\$1,693,242.18	7.00%	0.00%
5-Mar-11		28	\$37,702.98	\$9,218.76	\$9,218.76	\$0.00	\$28,484.22	\$1,664,757.96	7.00%	0.00%

5-Apr-11	31	\$37,702.98	\$10,034.79	\$10,034.79	\$10,034.79	\$0.00	\$27,668.19	\$1,637,089.77	7.00%	0.00%
5-May-11	30	\$37,702.98	\$9,549.69	\$9,549.69	\$9,549.69	\$0.00	\$28,153.29	\$1,608,936.48	7.00%	0.00%
5-Jun-11	31	\$37,702.98	\$9,698.31	\$9,698.31	\$9,698.31	\$0.00	\$28,004.67	\$1,580,931.81	7.00%	0.00%
5-Jul-11	30	\$37,702.98	\$9,222.10	\$9,222.10	\$9,222.10	\$0.00	\$28,480.88	\$1,552,450.93	7.00%	0.00%
5-Aug-11	31	\$37,702.98	\$9,357.83	\$9,357.83	\$9,357.83	\$0.00	\$28,345.15	\$1,524,105.78	7.00%	0.00%
5-Sep-11	31	\$37,702.98	\$9,186.97	\$9,186.97	\$9,186.97	\$0.00	\$28,516.01	\$1,495,589.77	7.00%	0.00%
5-Oct-11	30	\$37,702.98	\$8,724.27	\$8,724.27	\$8,724.27	\$0.00	\$28,978.71	\$1,466,611.06	7.00%	0.00%
5-Nov-11	31	\$37,702.98	\$8,840.41	\$8,840.41	\$8,840.41	\$0.00	\$28,862.57	\$1,437,748.49	7.00%	0.00%
5-Dec-11	30	\$37,702.98	\$8,386.87	\$8,386.87	\$8,386.87	\$0.00	\$29,316.11	\$1,408,432.38	7.00%	0.00%
5-Jan-12	31	\$37,702.98	\$8,489.72	\$8,489.72	\$8,489.72	\$0.00	\$29,213.26	\$1,379,219.12	7.00%	0.00%
5-Feb-12	31	\$37,702.98	\$8,313.63	\$8,313.63	\$8,313.63	\$0.00	\$29,389.35	\$1,349,829.77	7.00%	0.00%
5-Mar-12	29	\$37,702.98	\$7,611.54	\$7,611.54	\$7,611.54	\$0.00	\$30,091.44	\$1,319,738.33	7.00%	0.00%
5-Apr-12	31	\$37,702.98	\$7,955.09	\$7,955.09	\$7,955.09	\$0.00	\$29,747.89	\$1,289,990.44	7.00%	0.00%
5-May-12	30	\$37,702.98	\$7,524.94	\$7,524.94	\$7,524.94	\$0.00	\$30,178.04	\$1,259,812.40	7.00%	0.00%
5-Jun-12	31	\$37,702.98	\$7,593.87	\$7,593.87	\$7,593.87	\$0.00	\$30,109.11	\$1,229,703.29	7.00%	0.00%
5-Jul-12	30	\$0.00	\$7,173.27	\$7,173.27	\$0.00	\$7,173.27	\$0.00	\$1,229,703.29	7.00%	0.00%
5-Aug-12	31	\$0.00	\$7,412.38	\$7,412.38	\$0.00	\$7,412.38	\$0.00	\$1,229,703.29	7.00%	0.00%
5-Sep-12	31	\$0.00	\$7,412.38	\$7,412.38	\$0.00	\$7,412.38	\$0.00	\$1,229,703.29	7.00%	0.00%
5-Oct-12	30	\$0.00	\$7,173.27	\$7,173.27	\$0.00	\$7,173.27	\$0.00	\$1,229,703.29	7.00%	0.00%
5-Nov-12	31	\$0.00	\$7,412.38	\$7,412.38	\$0.00	\$7,412.38	\$0.00	\$1,229,703.29	7.00%	0.00%
1-Feb-13	88	\$0.00	\$21,041.59	\$21,041.59	\$0.00	\$21,041.59	\$0.00	\$1,229,703.29	7.00%	0.00%
		<u>\$1,696,634.10</u>	<u>\$484,053.98</u>	<u>\$57,625.24</u>	<u>\$1,212,580.12</u>					

Total owed as of 2/1/13
 (Loan Balance + Total Accrued/Unpaid Interest) \$1,287,328.53

Customer Name **Hidden Splendor Resources, Inc.**

Customer Number 4418565

Note Number 9005

Beg Loan Balance \$1,552,146.89

Balance Date 5-Oct-08

Payment Amount \$23,961.42 82 monthly payments @ 7.00% interest beginning 10/05/08

Payment Due Date 10/5/2008

Rate = B+? 7.00%

Accrued & Unpaid Int \$0.00

Date	# of Days Since Paid	Amount Paid	Accrued Interest	Paid to Interest	Accrued & Unpaid Int	Paid to Principal	New Loan Balance	Current Rate	Base Rate
6-Oct-08	1	\$23,961.42	\$301.81	\$301.81	\$0.00	\$23,659.61	\$1,528,487.28	7.00%	0.00%
4-Nov-08	29	\$23,961.42	\$8,618.97	\$8,618.97	\$0.00	\$15,342.45	\$1,513,144.83	7.00%	0.00%
8-Dec-08	34	\$23,961.42	\$10,003.57	\$10,003.57	\$0.00	\$13,957.85	\$1,499,186.98	7.00%	0.00%
5-Jan-09	28	\$23,961.42	\$8,162.24	\$8,162.24	\$0.00	\$15,799.18	\$1,483,387.80	7.00%	0.00%
4-Feb-09	30	\$23,961.42	\$8,653.10	\$8,653.10	\$0.00	\$15,308.32	\$1,468,079.48	7.00%	0.00%
5-Mar-09	29	\$23,961.42	\$8,278.34	\$8,278.34	\$0.00	\$15,683.08	\$1,452,396.40	7.00%	0.00%
16-Apr-09	42	\$23,961.42	\$11,861.24	\$11,861.24	\$0.00	\$12,100.18	\$1,440,296.22	7.00%	0.00%
15-May-09	29	\$23,961.42	\$8,121.67	\$8,121.67	\$0.00	\$15,839.75	\$1,424,456.47	7.00%	0.00%
18-Jun-09	34	\$23,961.42	\$9,417.24	\$9,417.24	\$0.00	\$14,544.18	\$1,409,912.29	7.00%	0.00%
9-Jul-09	21	\$23,961.42	\$5,757.14	\$5,757.14	\$0.00	\$18,204.28	\$1,391,708.01	7.00%	0.00%
14-Aug-09	36	\$23,961.42	\$9,741.96	\$9,741.96	\$0.00	\$14,219.46	\$1,377,488.55	7.00%	0.00%
14-Sep-09	31	\$23,961.42	\$8,303.19	\$8,303.19	\$0.00	\$15,658.23	\$1,361,830.32	7.00%	0.00%
15-Oct-09	31	\$23,961.42	\$8,208.81	\$8,208.81	\$0.00	\$15,752.61	\$1,346,077.71	7.00%	0.00%
15-Nov-09	31	\$23,961.42	\$8,113.86	\$8,113.86	\$0.00	\$15,847.56	\$1,330,230.15	7.00%	0.00%
15-Dec-09	30	\$23,961.42	\$7,759.68	\$7,759.68	\$0.00	\$16,201.74	\$1,314,028.41	7.00%	0.00%
15-Jan-10	31	\$23,961.42	\$7,920.67	\$7,920.67	\$0.00	\$16,040.75	\$1,297,987.66	7.00%	0.00%
16-Feb-10	32	\$23,961.42	\$8,076.37	\$8,076.37	\$0.00	\$15,885.05	\$1,282,102.61	7.00%	0.00%
16-Mar-10	28	\$23,961.42	\$6,980.34	\$6,980.34	\$0.00	\$16,981.08	\$1,265,121.53	7.00%	0.00%
5-Apr-10	20	\$23,961.42	\$4,919.92	\$4,919.92	\$0.00	\$19,041.50	\$1,246,080.03	7.00%	0.00%
5-May-10	30	\$23,961.42	\$7,268.80	\$7,268.80	\$0.00	\$16,692.62	\$1,229,387.41	7.00%	0.00%
5-Jun-10	31	\$23,961.42	\$7,410.47	\$7,410.47	\$0.00	\$16,550.95	\$1,212,836.46	7.00%	0.00%
5-Jul-10	30	\$23,961.42	\$7,074.88	\$7,074.88	\$0.00	\$16,886.54	\$1,195,949.92	7.00%	0.00%
5-Aug-10	31	\$23,961.42	\$7,208.92	\$7,208.92	\$0.00	\$16,752.50	\$1,179,197.42	7.00%	0.00%
5-Sep-10	31	\$23,961.42	\$7,107.94	\$7,107.94	\$0.00	\$16,853.48	\$1,162,343.94	7.00%	0.00%
5-Oct-10	30	\$23,961.42	\$6,780.34	\$6,780.34	\$0.00	\$17,181.08	\$1,145,162.86	7.00%	0.00%
5-Nov-10	31	\$23,961.42	\$6,902.79	\$6,902.79	\$0.00	\$17,058.63	\$1,128,104.23	7.00%	0.00%
5-Dec-10	30	\$23,961.42	\$6,580.61	\$6,580.61	\$0.00	\$17,380.81	\$1,110,723.42	7.00%	0.00%

5-Jan-11	31	\$23,961.42	\$6,695.19	\$6,695.19	\$0.00	\$17,266.23	\$1,093,457.19	7.00%	0.00%
5-Feb-11	31	\$23,961.42	\$6,591.12	\$6,591.12	\$0.00	\$17,370.30	\$1,076,086.89	7.00%	0.00%
5-Mar-11	28	\$23,961.42	\$5,858.70	\$5,858.70	\$0.00	\$18,102.72	\$1,057,984.17	7.00%	0.00%
5-Apr-11	31	\$23,961.42	\$6,377.29	\$6,377.29	\$0.00	\$17,584.13	\$1,040,400.04	7.00%	0.00%
5-May-11	30	\$23,961.42	\$6,069.00	\$6,069.00	\$0.00	\$17,892.42	\$1,022,507.62	7.00%	0.00%
5-Jun-11	31	\$23,961.42	\$6,163.45	\$6,163.45	\$0.00	\$17,797.97	\$1,004,709.65	7.00%	0.00%
5-Jul-11	30	\$23,961.42	\$5,860.81	\$5,860.81	\$0.00	\$18,100.61	\$986,609.04	7.00%	0.00%
5-Aug-11	31	\$23,961.42	\$5,947.06	\$5,947.06	\$0.00	\$18,014.36	\$968,594.68	7.00%	0.00%
5-Sep-11	31	\$23,961.42	\$5,838.47	\$5,838.47	\$0.00	\$18,122.95	\$950,471.73	7.00%	0.00%
5-Oct-11	30	\$23,961.42	\$5,544.42	\$5,544.42	\$0.00	\$18,417.00	\$932,054.73	7.00%	0.00%
5-Nov-11	31	\$23,961.42	\$5,618.22	\$5,618.22	\$0.00	\$18,343.20	\$913,711.53	7.00%	0.00%
5-Dec-11	30	\$23,961.42	\$5,329.98	\$5,329.98	\$0.00	\$18,631.44	\$895,080.09	7.00%	0.00%
5-Jan-12	31	\$23,961.42	\$5,395.34	\$5,395.34	\$0.00	\$18,566.08	\$876,514.01	7.00%	0.00%
5-Feb-12	31	\$23,961.42	\$5,283.43	\$5,283.43	\$0.00	\$18,677.99	\$857,836.02	7.00%	0.00%
5-Mar-12	29	\$23,961.42	\$4,837.24	\$4,837.24	\$0.00	\$19,124.18	\$838,711.84	7.00%	0.00%
5-Apr-12	31	\$23,961.42	\$5,055.57	\$5,055.57	\$0.00	\$18,905.85	\$819,805.99	7.00%	0.00%
5-May-12	30	\$23,961.42	\$4,782.20	\$4,782.20	\$0.00	\$19,179.22	\$800,626.77	7.00%	0.00%
5-Jun-12	31	\$23,961.42	\$4,826.00	\$4,826.00	\$0.00	\$19,135.42	\$781,491.35	7.00%	0.00%
5-Jul-12	30	\$0.00	\$4,558.70	\$0.00	\$4,558.70	\$0.00	\$781,491.35	7.00%	0.00%
5-Aug-12	31	\$0.00	\$4,710.66	\$0.00	\$4,710.66	\$0.00	\$781,491.35	7.00%	0.00%
5-Sep-12	31	\$0.00	\$4,710.66	\$0.00	\$4,710.66	\$0.00	\$781,491.35	7.00%	0.00%
5-Oct-12	30	\$0.00	\$4,558.70	\$0.00	\$4,558.70	\$0.00	\$781,491.35	7.00%	0.00%
5-Nov-12	31	\$0.00	\$4,710.66	\$0.00	\$4,710.66	\$0.00	\$781,491.35	7.00%	0.00%
1-Feb-13	88	\$0.00	\$13,372.19	\$0.00	\$13,372.19	\$0.00	\$781,491.35	7.00%	0.00%
		<u>\$1,078,263.90</u>	<u>\$307,608.36</u>	<u>\$36,621.53</u>	<u>\$770,655.54</u>				

Total owed as of 2/1/13
(Loan Balance + Total Accrued/Unpaid Interest)

\$818,112.88

\$2,983,568.28

SCHEDULE 2(b)(i)
JTBOF1 Loaned Indebtedness

As of February 1, 2013, the JTBOF1 Loaned Indebtedness consisted of outstanding principal and accrued unpaid interest as follows and totaled \$199,243:

<u>Date of Note</u>	<u>Principal Amount</u>	<u>Accrued Interest</u>
May 27, 2009	\$124,527	\$74,716

SCHEDULE 2(b)(ii)
JTBOF2 Loaned Indebtedness

As of February 1, 2013, the JTBOF2 Loaned Indebtedness consisted of outstanding principal and accrued unpaid interest as follows and totaled \$292,468:

<u>Date of Note</u>	<u>Principal Amount</u>	<u>Accrued Interest</u>
May 27, 2009	\$182,793	\$109,675