

EXHIBIT C

DEVELOPER FUNDING AGREEMENT

This Developer Funding Agreement is entered into in Gunnison County, Colorado on September 1, 1985 as follows:

1. Parties. The parties to this Agreement are:

Glacier Lily Associated Developers, Inc., a Colorado corporation, hereafter termed the "Developer", and

Glacier Lily Association, a Colorado non-profit corporation, hereafter termed the "Association".

2. Purpose. The Developer has platted the subdivision known as Glacier Lily Estates in Gunnison County, Colorado, and is currently in the process of installing roads, utilities, a clubhouse and related amenities. The Association has been formed in accordance with the Declaration of Protective Covenants for Glacier Lily Estates and in accordance with Colorado law as a non-profit corporation, and is charged with various functions pertaining to the operation and maintenance of common areas and roads within Glacier Lily Estates, and in order to do so requires substantial sums and cash in order to meet its budgetary obligations.

The Developer has agreed to fund a portion of the Association's budget, and the parties mutually desire to enter into this Agreement to memorialize their agreement and understanding with regard thereto.

3. Initial Contribution. The Developer shall contemporaneously with execution of this Agreement contribute to the Association the sum of \$500.00 for its initial start-up expenses.

4. Budgetary Shortfall. Until such time as nine of the lots within Glacier Lily Estates other than Lots 2, 10, 13, 15 and 16 have been sold by the Developer to third parties, the Developer shall contribute to the Association, on a monthly basis, any shortfall in the Association's budget from the cash generated by regular monthly assessments to lot owners, except that excluded from the computation of any budgetary shortfall shall be the acquisition or construction of any capital improvements.

In return for such obligation to fund the budget shortfall, the monthly assessment upon lots by the Association shall not apply to any lots titled in the name of the Developer, until such time as nine of the lots within Glacier Lily Estates other than Lots 2, 10, 13, 15 and 16 have been sold by the Developer to third parties.

In the event the Developer fails to so fund any budgetary shortfalls, in such event the monthly assessment on lots within the subdivision shall be deemed to have been assessed against all twenty lots within Glacier Lily Estates from October 1, 1985 and thereafter, and shall be subject to the Association's lien rights as set forth in the Declaration of Protective Covenants, Glacier Lily Estates, unless the same have been conveyed of record to third parties.

5. Venue and Choice of Law. This Agreement is entered into in Gunnison County, Colorado and it is agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado. The choice of law pertaining to this transaction shall be exclusively that of the State of Colorado.

6. Attorneys' Fees. If any action is brought in a court of law by either party to this Agreement as to the enforcement, interpretation or construction of this Agreement or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action.

7. Binding Agreement. It is understood and agreed that this Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

GLACIER LILY ASSOCIATED DEVELOPERS,
INC., a Colorado corporation

By *R.S. S/Li* PRES.

GLACIER LILY ASSOCIATION, a
Colorado non-profit corporation

By *R.S. S/Li* PRES