

From: David Bruni (dbruni@mapillc.com)
To: davidbruni@comcast.net
Date: Wednesday, August 15, 2007 11:04:50 PM
Subject: Terminating My Relationship with MAPI

Gentlemen & Ladies:

Effective August 15, 2007 I have elected to terminate my relationship with Mountain Adventure Property Investments, LLC. Please remove me from any bank accounts remaining and as a contact person for this organization. Please note my new contact information below. Thank you.

Cordially,

Dave

David Bruni
1115 Longview Circle
Steamboat Springs, CO 80487
davidbruni@comcast.net
[cell] 970-819-1935

David P. Bruni
1115 Longview Circle
Steamboat Springs, CO 80487
[c] 970-819-1935
davidbruni@comcast.net

August 15, 2007

Shane Sills

Mountain Adventure Property Investments, LLC

2740 Acre Lane

Steamboat Springs, CO 80487

Gentlemen:

This is to formally place you on notice that your actions on August 7, 2007 of placing me on administrative leave and relieving me of all management duties associated with my position with Mountain Adventure Property Investments, LLC has in Section 8.5 of my employment agreement, triggered a termination without cause.

Specifically, Section 8.5 states, "Any removal of employee from the management of the company, other than as a result of a termination for cause in accordance with the Company's Operating Agreement, whether by action of the members, amendment of the Company's Operating Agreement, or otherwise, may at the option of the employee, be deemed to be a termination without cause under this Section 8.5."

As you know, upon a termination without cause, the Company is responsible to pay me: [i] the total amount of the base salary otherwise payable through the end of the initial term or renewal term of the agreement, whichever is applicable, but in no event less than one year's base salary at the then current rate for a twelve month period; and [ii] reimbursement for expenses incurred prior to the date upon which such termination occurs. Items [i] through [ii] shall be payable

immediately upon termination. As you are aware there are approximately 20.5 months remaining in the initial term of my contract for which my base salary is due and payable.

Please contact me immediately.

Sincerely,

A handwritten signature in cursive script that reads "David Bruni". The signature is written in black ink and is positioned above the printed name.

David Bruni

cc: Kim Ritter, Esq.

7006 2150 0002 7801 7121

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.21



Sent To: *Mr. David Bruni*
 Street, Apt. No., or PO Box No.: *1115 Longview Circle*
 City, State, ZIP+4: *Steamboat Springs, CO 80487*

PS Form 3800, August 2006 See Reverse for Instructions

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Mountain Adventure Properties, Inc.
P.O. Box 416
Hayden, CO 81639

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. David Bruni
1115 Longview Circle
Steamboat Springs, CO
80487

2. Article Number

(Transfer from service label)

7006 2150 0002 7801 7121

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *DP Bruni*

Agent

Addressee

B. Received by (Printed Name)

DAVID BRUNI

C. Date of Delivery

8/25/07

D. Is delivery address different from Item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

Mountain Adventure Properties, Inc. (MAPI)
P.O. Box 416
Hayden, CO 81639

August 22, 2007

Mr. David Bruni
1115 Longview Circle
Steamboat Springs CO 80487

Re: Your letter of August 15, 2007 to Roger Johnson

Dear Mr. Bruni:

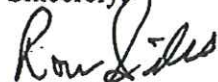
MAPI is in receipt of your letter of August 15, 2007. Your letter purports to cause you to resign as an officer of MAPI, effectively immediately. I was elected President by the Managers on August 16, 2007, and as a result, I am not fully prepared to respond to your letter. As of this date and based upon comments made two weeks ago and last week, it may well be that you were never an employee of MAPI, but an employee of Altus Ventures. To assist me in developing the facts, I do have certain questions and comments which you can assist me with by providing answers and comments:

1. Do you know the date and do you have a copy of the minutes of the Managers' meeting held to approve your purported contract? The Manager representatives from 4S Development and Grassy Creek Holdings do not know of a meeting that voted on the purported contract. The MAPI Operating Agreement (§ 5.1) requires a majority of the Managers to approve the actions of the Managers prior to the time that an action of a Manager can bind MAPI. The purported employment agreement (§2) states that your employment is "...in accordance with the Company's Operating Agreement."
2. I have knowledge of two meetings that occurred on Monday August 6, 2007. One meeting was held in the morning and the second meeting was held late afternoon and in both meetings your purported contract with MAPI was discussed.
 - a. In the morning meeting, Don Anderson stated to those in attendance and on a phone conference line, that you were not an employee of MAPI, but an employee of Altus Ventures and were on contract to MAPI. Don Anderson went on to state that since you were not a MAPI employee, the issue on the table, your future status with MAPI, was not subject to discussion.
 - b. In the afternoon, the subject of your purported March 5, 2007 contract with MAPI was specifically identified as an agenda item for that meeting. When the discussion on your purported March contract was introduced, Don Anderson informed the group that the contract was assumed by Altus Ventures prior to the afternoon meeting. Matt Griffith, counsel to Altus Ventures, was asked by Don Anderson to prepare a document that would reflect your transfer to Altus Ventures.

- c. In the morning meeting, Don Anderson made reference to the fact that you had been working on various projects for Altus Ventures. He went on to say that if MAPI didn't want your services, Altus would use you full time. This statement was confirmed by Bob Keys, who Don Anderson asked to confirm your work for Altus Ventures.
 - d. No action was taken at either meeting by the Managers of MAPI on your position with MAPI. The reason that no action was taken was that if you were not an employee of MAPI but an employee of Altus Ventures, no action was necessary.
3. The Managers of MAPI held a Manager meeting on August 16, 2007. Don Anderson prepared the Agenda for the meeting. Agenda item number 5 was the item to consider the resignation of Don Anderson as President and Chief Operating Officer (CEO) of MAPI. During the discussion of this agenda item, Don Anderson tendered a resignation letter dated August 16, 2007 as President and CEO of MAPI. In your purported contract with MAPI, your employment position is "President" (§1.1). If Don Anderson was President and CEO and such position was recognized by the Managers of MAPI that Don Anderson was President and CEO, how could you have been President?
4. If your purported contract with MAPI is determined in the future to be valid, it appears from the information that I presently know that you are in breach of the contract. If you were an employee of MAPI, you were to devote 100% of your time and loyalty to your duties at MAPI. Based upon the comments of Don Anderson on August 6, 2007, you were employed and working for Altus Ventures, which would be a breach of the contract. In addition, when you vacated your office last week, you took documents and objects that belonged to MAPI. This is in violation of §10 of the contract. Please return all of the MAPI procured documents and equipment that you removed from the MAPI offices by Friday August 24, 2007.
5. I, and others, have received reports from individuals in Routt County and from government employees in Routt County that you have been disparaging MAPI and have been making derogatory comments about MAPI's future to them. If you have been making such disparaging and derogatory comments, we ask that you cease and desist from such activities. Such negative conduct may well be actionable conduct that MAPI could, if it chose to, seek legal redress.

I await your response to these questions and issues. Feel free to give me a call if you desire.

Sincerely,



Ron Sills,
President