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Vol. 17 IN THE 85

**SUPREME COURT
OF THE
STATE OF IDAHO**

ISC #44583, 44584, 44585
Bonner #CV2009-1810

Valiant Idaho, LLC
Cross-Claimant/Respondent

vs.

**North Idaho Resorts
JV, LLC
VP Incorporated**
Cross-Defendants/Appellants

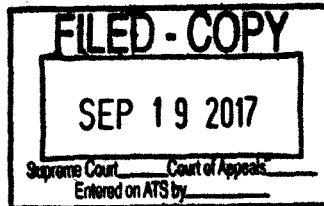
CLERK'S RECORD ON APPEAL

*Appealed from the District Court of the First Judicial District
of the State of Idaho, in and for the County of Bonner*

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44583

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STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2015 JAN 20 PM 2 14

CLERK DISTRICT COURT
DEPUTY

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Attorneys For Valiant Idaho, LLC

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

GENESIS GOLF BUILDERS, INC.,
formerly known as
NATIONAL GOLF BUILDERS, INC.,
a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC,
a Nevada limited liability company; *et al.*,

Defendants.

**AND RELATED COUNTER, CROSS
AND THIRD PARTY ACTIONS
PREVIOUSLY FILED HEREIN.**

Case No. CV-09-1810

**AFFIDAVIT OF
CHARLES W. REEVES**

Honorable Barbara A. Buchanan

ORIGINAL

VALIANT IDAHO, LLC,
an Idaho limited liability company,

Third Party Plaintiff,

vs.

PEND OREILLE BONNER DEVELOPMENT
HOLDINGS, INC., a Nevada corporation;
BAR K, INC., a California corporation;
TIMBERLINE INVESTMENTS LLC,
an Idaho limited liability company;
AMY KORENGUT, a married woman;
HLT REAL ESTATE, LLC,
an Idaho limited liability company;
INDEPENDENT MORTGAGE LTD. CO.,
an Idaho limited liability company;
PANHANDLE MANAGEMENT
INCORPORATED, an Idaho corporation;
FREDERICK J. GRANT, an individual;
CHRISTINE GRANT, an individual;
RUSS CAPITAL GROUP, LLC,
an Arizona limited liability company;
MOUNTAIN WEST BANK, a division of
GLACIER BANK, a Montana corporation;
FIRST AMERICAN TITLE COMPANY,
a California corporation;
NETTA SOURCE LLC,
a Missouri limited liability company;
MONTAHENO INVESTMENTS, LLC,
a Nevada limited liability company;
CHARLES W. REEVES and
ANN B. REEVES, husband and wife;
and C. E. KRAMER CRANE &
CONTRACTING, INC., an Idaho corporation,

Third Party Defendants.

STATE OF IDAHO)
) ss.
COUNTY OF BONNER)

I, **Charles W. Reeves**, being first duly sworn, depose and state as follows:

1. I am the president of Pend Oreille Bonner Development Holdings, Inc. ("POBDH"), which is a managing member of Pend Oreille Bonner Development, LLC ("POBD"). I make this affidavit based on my own personal knowledge and, if called as a witness, I could and would competently testify as to the truth of the matters set forth herein.

2. As the president of POBDH, which is a managing member of POBD, I have personal knowledge and familiarity with the loan agreements that were entered into between POBD and R.E. Loans, LLC ("RE Loans"), the amounts RE Loans loaned to POBD pursuant to said loan agreements, and the amounts POBD still owes to RE Loans to repay said loans. As president of POBDH, I was responsible to negotiate and execute loan documents on behalf of POBD, to authorize all amounts POBD borrowed from RE Loans, and to authorize all loan payments POBD made to RE Loans in repayment of its loans. Because of these responsibilities, I have personal knowledge of the amounts POBD borrowed from RE Loans and the amount of these loans that POBD has not repaid. I also have personal knowledge of the invoices and reports that RE Loans' loan servicing agent sent to POBD, and I have personally compiled and maintained, or I have supervised employees of POBD who compiled and maintained, these records on behalf of POBD.

3. Attached hereto as Exhibit A is a true and correct copy of the Promissory Note Secured by Mortgage ("2006 RE Loans Note") that I executed on behalf of POBD.

4. Attached hereto as Exhibit B is a true and correct copy of the Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing ("2006 RE Loans Mortgage") that

I executed on behalf of POBD. The 2006 RE Loans Mortgage was recorded June 19, 2006 at 1:38 p.m., as Instrument Nos. 706471 and 706472, Records of Bonner County, Idaho.

5. Attached hereto as Exhibit C is a true and correct copy of a second Promissory Note Secured by Mortgage ("2007 RE Loans Note") that I executed on behalf of POBD.

6. Attached hereto as Exhibit D is a true and correct copy of a second Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing ("2007 RE Loans Mortgage") that I executed on behalf of POBD. The 2007 RE Loans Mortgage was recorded March 15, 2007, at 4:30 p.m. as Instrument No. 724829 and at 4:36 p.m. as Instrument No. 724834, Records of Bonner County, Idaho.

7. Attached hereto as Exhibit E is a true and correct copy of a Loan Transaction Detail Report that POBD received from RE Loans' loan servicing agent, Bar K, Inc. ("Bar K"). The Transaction Detail Report accurately identifies all amounts POBD borrowed from RE Loans pursuant to the 2007 RE Loans Note and all payments POBD made to RE Loans to repay said Note. The amounts borrowed by POBD are listed as "DRAW A" through "DRAW J," and the payments POBD made to RE Loans are listed as "PAYDOWNS."

8. As set forth on Exhibit E, POBD received advances and/or draws from RE Loans totaling \$21,200,000.00 pursuant to the 2007 RE Loans Note. The last payment POBD made to RE Loans was on November 23, 2009 in the amount of \$358,598.59. After said payment, the balance owed to RE Loans is \$278,147.65. POBD has not made any payments to RE Loans since November 23, 2009.

9. The Loan Transaction Detail Report attached hereto as Exhibit E is a business record that was sent to, received and maintained by POBD in the ordinary course of its business as the borrower and developer of the Idaho Club project. Bar K sent all invoices and received all

payments from POBD related to the RE Loans loan. I have personal knowledge of the Loan Transaction Detail Reports that were received by POBD and it was part of my role as the managing member for POBD to ensure that said Loan Transaction Detail Reports were kept and maintained by POBD in the ordinary course of its business. The transactions identified on the Loan Transaction Detail Report accurately reflect the amounts POBD borrowed from RE Loans pursuant to the 2007 RE Loans Note and the amounts POBD repaid to RE Loans.

10. POBD still owes Valiant the unpaid principal balance of \$278,147.65 on the 2007 RE Loans Note. Moreover, interest has accrued and will continue to accrue against these amounts in accordance with the terms of the 2007 RE Loans Note until paid.

11. As the president of POBDH, which is a managing member of POBD, I also have personal knowledge and familiarity with a loan agreement that was entered into between POBD and Pensco Trust Co., Custodian For The Benefit of Barney Ng ("Pensco"), the amounts Pensco loaned to POBD pursuant to said loan agreement, and the amounts POBD still owes to Pensco to repay said loan. As president of POBDH, I was responsible to negotiate and execute loan documents on behalf of POBD, to authorize all amounts POBD borrowed from Pensco, and to authorize all payments POBD made to Pensco in repayment of its loan. Because of these responsibilities, I have personal knowledge of the amounts POBD borrowed from Pensco and the amounts that POBD has not repaid. I also have personal knowledge of the invoices and reports that Pensco's servicing agent sent to POBD and I have personally compiled and maintained, or I have supervised employees of POBD who compiled and maintained, these records on behalf of POBD.

12. Attached hereto as Exhibit F is a true and correct copy of the Promissory Note Secured by Mortgage ("Pensco Note") that I executed on behalf of POBD.

13. POBD borrowed \$2,700,000.00 from Pensco pursuant to the Pensco Note.

14. Attached hereto as Exhibit G is a true and correct copy of the Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing ("Pensco Mortgage") that I executed on behalf of POBD. The Pensco Mortgage was recorded on August 6, 2008 at 1:38 p.m., as Instrument Nos. 756394, 756395 and 756396, Records of Bonner County, Idaho.

15. Attached hereto as Exhibit H is a true and correct copy of an invoice that POBD received from Pensco's loan servicing agent, Bar K. This invoice accurately identifies the principal amounts POBD borrowed from Pensco and accrued interest thereon through August 1, 2009. The amounts borrowed from Pensco and the monthly interest amounts accruing thereon are listed under the column entitled "P0106." The invoice attached hereto as Exhibit H also has certain handwritten notes written on it. Someone wrote "Pensco" in cursive above the monthly interest amounts that had accrued on the Pensco loan thru the date of this invoice. This column accurately shows that POBD owed Pensco a balance of \$2,700,000.00 as of August 1, 2009. POBD has not made any payments to Pensco to repay this loan.

16. POBD still owes Valiant the unpaid principal balance of \$2,700,000.00 on the Pensco Note. Moreover, interest has accrued and will continue to accrue against these amounts in accordance with the terms of the Pensco Note until paid.

17. As the president of POBDH, which is a managing member of POBD, I also have personal knowledge and familiarity with a loan agreement that was entered into between POBD and Mortgage Fund '08 LLC ("MF08"), the amounts MF08 loaned to POBD pursuant to said loan agreement, and the amounts POBD still owes to MF08 to repay said loan. As president of POBDH, I was responsible to negotiate and execute loan documents on behalf of POBD, to authorize all amounts POBD borrowed from MF08, and to authorize all loan payments

POBD made to MF08 in repayment of its loan. Because of these responsibilities I have personal knowledge of the amounts POBD borrowed from MF08 and the amounts that POBD has not repaid. I also have personal knowledge of the invoices and reports that MF08's servicing agent sent to POBD and I have personally compiled and maintained, or I have supervised employees of POBD who compiled and maintained, these records on behalf of POBD.

18. Attached hereto as Exhibit I is a true and correct copy of the All-Inclusive Note Secured by Mortgage ("MF08 Note") that I executed on behalf of POBD.

19. POBD borrowed \$2,127,409.34 from MF08 pursuant to the MF08 Note.

20. Attached hereto as Exhibit J is a true and correct copy of the Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing ("MF08 Mortgage") that I executed on behalf of POBD. The MF08 Mortgage was recorded August 6, 2008 at 3:37 p.m., as Instrument Nos. 756397, 756398 and 756399, Records of Bonner County, Idaho.

21. Attached hereto as Exhibit H is a true and correct copy of an invoice that POBD received from MF08's loan servicing agent, Bar K. This invoice accurately identifies the amounts POBD borrowed from MF08, all payments POBD made to MF08 in repayment of these amounts, and accrued interest thereon through August 1, 2009. The amounts borrowed from MF08 and the monthly interest amounts accruing thereon are listed under the column entitled "P0107." Someone wrote "MF08" above the monthly interest amounts that had accrued on the MF08 loan through the date of this invoice. This column accurately shows that POBD owed MF08 a balance of \$2,127,409.34 as of August 1, 2009. POBD has not made any payments to MF08 to repay this loan since February 1, 2009.

22. The invoice attached hereto as Exhibit H is a business record that was sent to, received and maintained by POBD in the ordinary course of its business as the borrower and

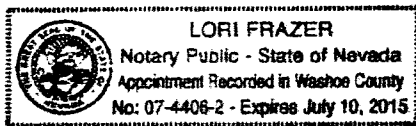
developer of the Idaho Club project. Bar K sent all invoices to POBD and received all payments from POBD related to the MF08 and Pensco loans. I have personal knowledge of the invoices that were received by POBD and it was part of my role as the managing member for POBD to ensure that said invoices were kept and maintained by POBD in the ordinary course of its business. The transactions identified on the invoice accurately reflect the amounts POBD borrowed from Pensco and MF08, and the unpaid balances POBD owes to Pensco and MF08 on their respective loans.

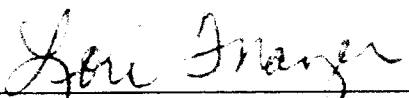
23. POBD still owes Valiant the unpaid principal balance of \$2,127,409.34 on the MF08 Note. Moreover, interest has accrued and will continue to accrue against these amounts in accordance with the terms of the MF08 Note until paid.

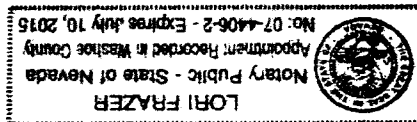
DATED this 12th day of November 2014.


CHARLES W. REEVES

SUBSCRIBED AND SWORN to before me this 12th day of November 2014.




NOTARY PUBLIC, State of Nevada
Residing at: BLWC, Nevada
My Commission Expires: 7-10-15



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 16th day of January 2015, a true and correct copy of the foregoing document was served by the method indicated below upon the following parties:

<p>Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d' Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>brucea@ejame.com</u></p>
<p>Brent C. Featherston, Esq. Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>bcf@featherstonlaw.com</u></p>
<p>Gary A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263.7712 Facsimile: 208.263.8211 <i>Counsel For J.V., LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>garyfinney@finneylaw.net</u></p>
<p>John A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263.7712 Facsimile: 208.263.8211 <i>Counsel For Pucci Construction/ACI Northwest</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>johnfinney@finneylaw.net</u></p>
<p>D. Toby McLaughlin, Esq. Berl & McLaughlin 414 Church Street, Suite 203 Sandpoint, Idaho 83864 Telephone: 208.263.4748 Facsimile: 208.263.7557 <i>Counsel For Idaho Club HOA/Panhandle Mngmnt</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>tobv@sandpointlaw.com</u></p>

<p>Susan P. Weeks, Esq. James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, Idaho 83814 Telephone: 208.667.0683 Facsimile: 208.664.1684 <i>Counsel For VP Incorporated/North Idaho Resorts</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>sweeks@jvwlaw.net</u></p>
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With two copies via United States Mail to:

Honorable Barbara A. Buchanan
Judge of the First Judicial District
Bonner County Courthouse
215 South First Avenue
Sandpoint, Idaho 83864



Jeff R. Sykes

Loan No. P0094

NOTE SECURED BY MORTGAGE

\$20,500,000.00

May 31, 2006

In installments as herein stated, for value received, the undersigned, jointly and severally, promise to pay to **R.E. LOANS, LLC, a California limited liability company**, or order ("Lender"), at 201 Lafayette Circle, 2nd Floor, Lafayette CA 94549, or such other place as may be designated by Lender in writing, the principal sum of **TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$20,500,000.00)**, plus interest on the unpaid principal balance outstanding from time to time. On the first day of each calendar month during the term of this Note, the undersigned shall pay Lender a **MONTHLY INSTALLMENT** payment of interest equal to the interest which accrued during the preceding calendar month on the principal balance of this Note outstanding during such preceding calendar month. On the **MATURITY DATE** all unpaid principal and any accrued interest or other charges shall be due and payable in full.

The interest rate to be charged by Lender for the term of this Note shall be **TWELVE** per cent (12%) per annum, predicated upon a 360 day year.

This Note is for a term of twenty-four (24) full calendar months (plus the first partial month, if any) following the date of recordation of the deed of trust or mortgage securing this Note. The "**MATURITY DATE**" of this Note is the last day of the term.

The "**MONTHLY INSTALLMENT**" payment for the term of this Note shall be an amount equal to interest only on the funded and outstanding principal balance of this Note from time to time.

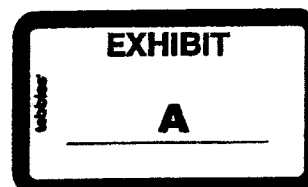
LOAN FEE: The undersigned agrees to pay to **BAR K, INC.** a fee of \$355,000.00 at the time this loan originally funds, plus potentially an additional fee of \$570,000.00 in accordance with the provisions of the Loan Agreement between the parties. This \$355,000.00 fee shall be deducted from the proceeds of the loan at the time of funding by Lender, and paid by Lender directly to **BAR K, INC.** These fees will not be credited as payments towards principal, interest, or other amounts due under this Note.

BALLOON PAYMENT: This Note is payable in full on the **MATURITY DATE**. The payments required under this Note are not sufficient in amount to reduce the principal to zero on the **MATURITY DATE**, therefore, on the **MATURITY DATE** there will be a balloon payment equal to the unpaid principal plus all accrued and unpaid interest and other charges. **THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT LENDER IS NOT OBLIGATED TO REFINANCE THE LOAN EVIDENCED BY THIS NOTE.**

PREPAYMENT: This Note may be prepaid in whole or in part at any time and from time to time without premium or penalty.

LATE CHARGE: If any sum, except a balloon payment, due hereunder is delinquent more than 10

NOTE #P0094 (5-31-06)



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days, the undersigned shall pay a late charge on each such sum of 10% of the delinquent amount. If any balloon payment (defined as a payment which is more than double the regular MONTHLY INSTALLMENT) is delinquent more than 10 days, then for each month that the balloon payment remains unpaid the undersigned shall pay a monthly late charge equal to the late charge which could be assessed on the largest regular MONTHLY INSTALLMENT due under this Note. All late charges are to be paid immediately upon demand.

UNPAID CHECKS: If any check given to Lender is returned by the bank unpaid, the undersigned shall pay an unpaid check charge of \$25.00. This amount is in addition to any late charge or default interest which may be applicable. If, during the term of this Note, two or more checks are returned by the bank unpaid, at any time thereafter Lender can require that all future payments be by cashier's check.

DUE ON SALE OR ENCUMBRANCE: This Note is secured by a MORTGAGE ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING which contains the following provision, the terms of which are incorporated herein by this reference: "Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person."

APPLICATION OF PAYMENT; COSTS OF COLLECTION: Each payment and each prepayment (if any) on this Note shall be credited first to interest or other charges then due and payable to Lender and the remainder to principal, and interest shall thereupon cease upon the principal so credited. All costs, expenses, advances and/or attorney's fees incurred by Lender relating to this Note or the deed of trust, mortgage, or security agreement securing this Note shall be immediately owed by the undersigned to Lender. All such advances, expenses, and/or attorney's fees (which attorney's fees are related to the enforcement or collection, but not the preparation or negotiation, of this Note) shall accrue interest at the rate stated in this Note from the date incurred until paid. If any amounts which are payable under this Note are not paid when due, the undersigned promises to pay, in addition to the principal and interest due under this Note, all costs of collection and any reasonable attorney's fees incurred by the Lender, whether or not suit is filed or foreclosure is commenced.

MISCELLANEOUS: A failure of the undersigned to fulfill any of the obligations contained in this

Note, the deed of trust, mortgage, or security agreement securing this Note, any loan agreement between the parties, or any other agreement between the parties, shall also be deemed a default under the provisions of this Note. Upon default under the provisions of this Note, Lender may declare the outstanding principal amount of this Note and the interest accrued thereon, and all other sums secured by the deed of trust, mortgage, or security agreement to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice. Principal and interest is payable in lawful money of the United States of America. As an inducement to cause Lender to make this loan, the undersigned represents that the undersigned has the financial ability to make the payments stated herein. The undersigned consents to all renewals, replacements, and extensions of time for payment hereof and waives notice, demand, protest and any applicable statute of limitations. Liability under this Note and any deed of trust, mortgage, or security agreement relating to this Note shall be joint and several. This Note shall inure to the benefit of and be binding on the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Note shall be governed by and construed in accordance with the laws of the state in which the real property encumbered by the deed of trust or mortgage securing this Note is located (without regard to any conflict of laws or principles) and the applicable laws of the United States of America.

COMPOUNDING: Any interest or other charge which becomes due under this Note or the deed of trust, mortgage, or security agreement securing this Note which remains due for more than one month shall accrue interest as of the date the interest or other charge was otherwise due at the same rate and upon the same terms as the principal under this Note.

RECOURSE OTHER THAN SECURITY: This Note shall be non-recourse against the undersigned, meaning that Lender shall not seek to obtain a deficiency judgment against the undersigned in the event that the proceeds resulting from the foreclosure of any deed of trust, mortgage, or security agreement relating to this Note are inadequate to pay off this Note and all related indebtedness of the undersigned to Lender. Notwithstanding the generality of the foregoing, the undersigned shall be fully liable to Lender for waste, or damages suffered by Lender as a result of fraud by the undersigned in connection with the delivery of this Note, or fraud in the performance of the undersigned's obligations under this Note or any deed of trust, mortgage, or security agreement relating to this Note. Nothing contained herein shall prejudice the right of Lender to foreclose any deed of trust, mortgage, or security agreement relating to this Note or to recover (a) any rents, issues, or profits under the provisions of any deed of trust, mortgage, or security agreement relating to this Note, (b) any tenant security deposits, advance or prepaid rents or other similar sums paid to or held by the undersigned or any other person, (c) any insurance proceeds or awards resulting from condemnation or the exercise of the power of eminent domain, and (d) any attorney's fees or court costs incurred by Lender. Nothing contained herein shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness evidenced by this Note or otherwise affect or impair the enforceability of this Note or the deed of trust, mortgage, or security agreement relating to this Note.


DEFAULT INTEREST RATE: If this Note or the deed of trust, mortgage, or security

agreement securing this Note is in default for more than one month, then the interest rate on this Note during the period of such default shall be automatically increased, effective as of the date of default and continuing until the default is cured, to an amount equal to the interest rate stated on the first page of this Note plus five percent (5%).

SECURITY: This Note is secured by one or more deeds of trust, mortgages, or security agreements of even date.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

Pend Oreille Bonner Development Holdings,
Inc., a Nevada corporation

By: 
Charles W. Reeves
Its: President

WHEN RECORDED MAIL TO
BAR K, INC.
201 LAFAYETTE CIRCLE
2nd FLOOR
LAFAYETTE CA 94549

FILED BY SANDPOINT TITLE INSURANCE
7006 JUN 19 P 1:38
9300
MARIE SCOTT
BONNER COUNTY RECORDER
DEPUTY

FILED BY SANDPOINT TITLE INSURANCE
7006 JUN 19 P 1:38
9300
MARIE SCOTT
BONNER COUNTY RECORDER
DEPUTY

41847-0A
Loan No. P0094

706471

706472

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

Assignment of Rents, Security Agreement, and Fixture Filing

This "Mortgage" is dated as of May 31, 2006.

The "Mortgagor" under this Mortgage is Pend Oreille Bonner Development Holdings, Inc., a Nevada corporation.

The Mortgagor's address for notice is 6900 South McLarran Blvd, Suite 1010, Reno, Nevada 89509.

The "Mortgagee" under this Mortgage is R.E. LOANS, LLC, a California limited liability company.

Mortgagor has contracted to borrow from Mortgagee the principal sum of Twenty Million Five Hundred Thousand Dollars (\$20,500,000) and is indebted to Mortgagee for so much of said loan as Mortgagee shall disburse to Mortgagor from time to time. This debt is evidenced by a NOTE SECURED BY MORTGAGE of even date herewith, with a maturity date on the date that that is the last day of the twenty-fourth (24th) full calendar month (plus the first partial month, if any) following the date of recordation of this Mortgage (the "Maturity Date").

This Mortgage is intended also as a fixture, minerals, and timber filing and is to be indexed as such in the real estate records.

MORTGAGE #P0094 (6-6-06)



Page 1 of 17

This Mortgage is dated as the day and year first set forth on page 1 hereof by Mortgagor to Mortgagee, and it shall be effective and binding upon recordation.

WITNESSETH:

Mortgagor has executed a Note Secured by Mortgage ("Note") of even date herewith in favor of Mortgagee. The principal amount under the Note is Twenty Million Five Hundred Thousand Dollars (\$20,500,000.00). The advancement of the principal amount by Mortgagee to Mortgagor is herein referred to as the "Loan." Interest on the principal accrues at the rate of twelve percent (12%) per annum, with all principal and accrued and unpaid interest being due in full on the Maturity Date.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor, acknowledging the benefits to them of the Loan, hereby irrevocably GRANTS, BARGAINS, SELLS and CONVEYS unto Mortgagee and Mortgagee's respective heirs and assigns, with right of entry and possession, all of Mortgagor's present and hereafter acquired estate, right, title and interest in, to and under all real and personal property of Mortgagor located in Bonner County, Idaho now owned or hereinafter acquired, including, without limitation, that property more specifically identified in **EXHIBIT A** of this Mortgage (the "Premises").

Mortgagor further grants and assigns unto Mortgagee, and Mortgagee's respective heirs and assigns, a first lien and security interest in and to the all of Mortgagor's rights, title, and interest in the Premises and property and property rights appurtenant to, located on, existing in conjunction with the Premises (the "Mortgaged Property") including:

A. All and singular the easements, rights-of-way, water rights or every kind and nature (including but not limited to claims, decrees, applications, permits, licenses, storage rights, ditches and ditch rights, riparian and littoral rights), rights to timber to be cut, minerals and mineral rights, rights of use or occupancy, privileges, franchises, tenements, appendages, hereditaments and appurtenances and all other rights thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired, and

B. All fixtures, structures, buildings and improvements of every kind and description now or at any time hereafter located on the Premises (hereinafter referred to as the "Improvements"), including but not limited to all fences, sheds, barns, out buildings, corrals and animal chutes, fixed irrigation equipment and pumps, wells, and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Premises or any portion thereof; and

C. All right, title and interest of Mortgagor in and to all streets, railways, roads, and public places, opened or proposed, and all easements and rights-of-way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Premises; and

D. All of the royalties, issues, profits, revenue, income and other benefits of the Premises, or arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining thereto (collectively the "Profits"), and all right, title and interest of Mortgagor in and to all leases ("Leases") of the Premises now or hereafter entered into with all right, title and interest of Mortgagor thereunder; subject to, however, the provisions contained in Section 1.9 hereof;

E. All plans, specifications, drawings, engineering or similar studies or calculations, tests, surveys, designs, or related materials pertaining to the Premises;

F. All entitlements, permits, approvals, pending applications, rights to utilize or hook up to utilities, or agreements relating to the use or development of the Premises;

G. All agreements (including agreements relating to washers, dryers, and vending machines), contracts, escrows, escrow deposits, and other arrangements, now or hereafter entered into, respecting or pertaining to the use, occupation, construction, management or operation of the Premises;

H. All tradenames, trademarks, service marks, logos, copyrights, goodwill, books, and records and all other general intangibles relating to or used in connection with the operation of the Premises;

I. All accounts, accounts receivable, books, records, documents, instruments, chattel paper, claims, warranties, general intangibles, deposit accounts, actions, claims, suits, judgments, proofs of claim in bankruptcy, and causes of action which now or hereafter relate to, are derived from, or are used in connection with the Premises or any personalty related to the Premises;

J. All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

K. All unsold memberships in any golf, ski, boating, hunting, or other similar organization servicing the owners, occupants, guests, or invitees at the Premises.

TO HAVE AND TO HOLD the Mortgaged Property for the purposes and uses herein expressed and FOR THE PURPOSE OF SECURING, in such order of priority as Mortgagee may elect:

1. Payment of the aggregate of the unpaid principal balance of the Note, all interest accrued and accruing thereon, and all other charges under the Note and any and all modifications, extensions or renewals thereof.

2. Due, prompt, and complete observance, performance, and discharge of all obligations of the Mortgagor under this Mortgage and any and all modifications, extensions or renewals of this Mortgage.

3. Due, prompt, and complete observance, performance, and discharge of all obligations of the Mortgagor under any other Mortgage, Security Agreement, Fixture Filing, Loan Agreement, or other instrument given to further secure or evidence the indebtedness under the Note, and any and all modifications, extensions or renewals thereof (the "Other Mortgages").

The foregoing obligations are referred to herein as the "Secured Obligations."

ARTICLE 1.

COVENANTS OF MORTGAGOR

Mortgagor covenants, warrants and agrees to and with Mortgagee as follows:

1.1 Mortgagor will pay the principal and all other sums becoming due with respect to the Note at the time and place and in the manner specified in the Note, according to the terms thereof.

1.2 Mortgagor has good and marketable title to the Mortgaged Property subject to no lien, charge or encumbrance except for the lien of this Mortgage and those exceptions set forth in the commitments for title insurance and policies of title insurance provided for herein; this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property. Mortgagor has lawful authority to grant, assign, transfer and mortgage its interest in the Mortgaged Property in the manner and form hereby done or intended. Mortgagor will preserve its interest in and title to the Mortgaged Property and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, unless Mortgagor provides prior written consent to subordination of its priority. Mortgagor shall promptly and completely observe, perform and discharge each and every obligation, covenant and agreement affecting the Mortgaged Property whether the same is prior and superior or subject and subordinate thereto.

1.3

(a) Mortgagor will, at its own cost and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, Mortgagor will execute and deliver, and after the occurrence and during the continuance of an Event of Default hereby authorizes Mortgagee to execute to the extent Mortgagor may lawfully do so, one or more financing statements or comparable security instruments to evidence more effectively the lien hereof upon the Mortgaged Property.

(b) Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage, any modification or addition supplemental hereto, any security instrument with respect to the Mortgaged Property, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and

governmental charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any supplements hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance.

1.4 Mortgagor will maintain insurance with responsible and reputable insurers in such amounts and covering such risks as are reasonably requested by Mortgagee to protect the interests of Mortgagee in the Mortgaged Property, and in the case of liability insurance shall name the Mortgagee as additional insureds, and with respect to the Mortgaged Property such insurance shall name the Mortgagee as loss payees and additional insureds. The Mortgagor will furnish the Mortgagee with certificates or other evidence of all insurance covering the Mortgaged Property. All insurance policies shall provide that they shall not, with respect to the Mortgagor or Mortgaged Property, be terminated or cancelled, nor shall, with respect to the Mortgagor or Mortgaged Property, the coverages or amounts thereunder or thereof be reduced, without at least thirty (30) days' prior written notice to Mortgagee and shall protect the Mortgagee from any breach of warranty by Mortgagor in connection therewith. Receipt of notice of termination or cancellation of any such insurance policies or reduction of coverages or amounts thereunder, with respect to the Mortgagor or Mortgaged Property, without receipt prior to the termination, cancellation or reduction date of evidence of renewals or replacements of such policies or of increase of such coverages or amounts, as the case may be, shall entitle the Mortgagee to renew any such policies, cause the coverages and amounts thereof to be maintained at levels satisfactory to Mortgagee or otherwise to obtain similar insurance in place of such policies, in each case at the expense of the Mortgagor. Mortgagor will promptly notify Mortgagee in writing after any loss or damage to the Mortgaged Property, including but not limited to any loss or damage covered by any insurance.

1.5 Mortgagor, upon obtaining knowledge of the pendency or institution of any proceedings for the condemnation of the Premises or any portion thereof or knowledge of any casualty damage to the Mortgaged Property or damage of any kind, will promptly notify Mortgagee in writing thereof. Mortgagee may participate in any proceedings and join Mortgagor in adjusting any loss covered by insurance. All compensation, awards, proceeds, damages, claims, rights of action, and payments to which Mortgagor may become entitled ("Awards") shall be paid over to Mortgagee to the extent that the amount thereof does not exceed the Secured Obligations. Notwithstanding the foregoing, any Award that does not exceed \$10,000.00 shall be paid over to Mortgagor, provided that Mortgagor shall promptly repair any damage to Improvements occasioned by any condemnation or casualty that gave rise to such Award. Mortgagee shall have the sole and absolute discretion, notwithstanding the fact that the security given hereby may not be impaired by a partial condemnation, to apply any part or all of the Award collected by it in connection with any condemnation proceeding (i) upon any indebtedness secured hereby and in such order as Mortgagee may determine, or (ii) without reducing the indebtedness secured hereby, to the reimbursement of Mortgagee for expenses incurred by them in the restoration of the Mortgaged Property. Such application shall not cure or waive any default or notice of default hereunder or

invalidate any act done pursuant to such notice. Mortgagor shall not be required to repair any damage to Improvements occasioned by any condemnation or casualty if the Award with respect thereto is collected by Mortgagee and is not applied by Mortgagee to reimburse Mortgagor for its expenses in conjunction with such condemnation or casualty.

1.6

(a) Mortgagor shall promptly pay and discharge all taxes, assessments and other governmental charges on the Mortgaged Property prior to the date on which substantial penalties are attached thereto, or establish adequate reserves for the payment of such taxes, assessments and other governmental charges, and make all required withholding and other tax deposits, except to the extent that such taxes, assessments or other governmental charges or levies are being actively contested in good faith by appropriate proceedings and are adequately reserved against.

(b) Mortgagor will pay, from time to time when the same shall become due, all lawful claims and demands which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof, or on the revenues, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien hereof and its priority shall be fully preserved and so that the Mortgaged Property shall remain unencumbered at the sole cost of Mortgagor, without expense to Mortgagee. Provided, however, that Mortgagor may, at Mortgagor's sole expense, dispute any such claim or lien is a good faith basis for dispute exists, provided that Mortgagor shall obtain a bond sufficient to release any such lien prior to the foreclosure of any such lien.

1.7 All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the granting clause hereof, and at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

1.8 This Mortgage shall constitute a security agreement with respect to any part of the Mortgaged Property that is "fixtures" and any other part of the Mortgaged Property that constitutes tangible or intangible personal property (including, without limitation, all proceeds and products of the Premises) and Mortgagor hereby grants to Mortgagee a first priority security interest in said collateral. Mortgagor hereby

authorizes Mortgagee to file with the appropriate filing officer or office at Mortgagor's sole cost and expense such security agreements, financing statements or other instruments as Mortgagee may reasonably request or require in order to impose or perfect the lien or security interest created hereby more specifically thereon. In the event of a default under this Mortgage or the Other Mortgages, Mortgagee shall be entitled to foreclose its security in said collateral in the manner provided by law.

1.9 Mortgagor will not execute any lease of all or part of the Mortgaged Property without Mortgagee's prior written consent, which consent shall be given or withheld in Mortgagee's sole and absolute discretion, and will at all times promptly and faithfully perform or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Mortgaged Property now or hereafter existing on the part of the lessor thereunder to be kept and performed.

1.10 Without the prior written consent of Mortgagee being first had and obtained, which consent shall be granted or withheld in Mortgagee's sole and absolute discretion, Mortgagor will not execute or deliver any pledge, security agreement, mortgage or deed of trust or similar security instrument covering all or any portion of the Mortgaged Property or any interest therein ("Subordinate Mortgage").

1.11 Mortgagor will not commit any waste on the Premises. Mortgagor will not materially change the use of the Mortgaged Property. Mortgagor will not make any application to any federal, state or local governmental authority ("Governmental Authority") for a change in zoning or a change in any other similar law, ordinance, statute, rule, order, decree, directive or regulation ("Laws") affecting the Mortgaged Property nor will Mortgagor consent to any such change without the prior written consent of Mortgagee, which consent shall be granted or withheld in the sole discretion of Mortgagee, except for or with respect to any change which would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of Mortgagor, or otherwise on the ability of Mortgagor to carry out its obligations under the Note and this Mortgage, or a change which is required for the development of the Property. Mortgagor will at all times comply in all material respects with all Laws of any Governmental Authority having or exercising jurisdiction over the Premises or otherwise affecting the Mortgaged Property or any portion thereof, will maintain and keep the Improvements and Mortgaged Property in good operating order and condition, and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to that end.

1.12 Mortgagor will, at any reasonable time and from time to time, upon notice to the Mortgagee, permit the Mortgagee or its representatives to inspect the Mortgaged Property.

1.13 Mortgagee shall be subrogated, notwithstanding their release of record, to any liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Mortgaged Property to the extent that the same are paid or discharged by Mortgagee or from the proceeds of the loan evidenced by the Note.

1.14 Without affecting the liability of Mortgagor or of any other person who is or shall become bound by the terms of this Mortgage or who is or shall become liable for the performance of any obligation secured hereby, Mortgagee may, in such manner, upon such terms and at such times as they deem best and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, accept additional security therefor, and alter, substitute or release any property securing such performance. No exercise or non-exercise by Mortgagee of any of its rights under this Mortgage, no dealing by Mortgagee with any person, firm or corporation and no change, impairment, loss or suspension of any right or remedy of Mortgagee shall in any way affect any of the obligations of Mortgagor hereunder or any security furnished by Mortgagor, or give either Mortgagor any recourse against Mortgagee.

1.15 Except for a sale resulting in a partial reconveyance in accordance with the provisions of the Loan Agreement between Mortgagor and Mortgagee, Mortgagor shall not sell, assign, transfer or encumber in any way Mortgagor's interest or any portion thereof in the Mortgaged Property, without the prior written consent of Mortgagee.

1.16 Mortgagor will not cause, permit or suffer any default or Event of Default under the Note, this Mortgage or the Other Mortgages or any other document or instrument securing or pertaining to the Note.

1.17 Mortgagor will comply with all applicable Environmental Laws, except to the extent that any noncompliance would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of the Mortgagor, or otherwise on the ability of Mortgagor to carry out its obligations under the Note; and Mortgagor will provide to Mortgagee, promptly upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any source asserting or alleging a circumstance or condition which requires or is reasonably likely to require a financial contribution by the Mortgagor under any Environmental Laws or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of any Environmental Laws. In the event of any such circumstance, the Mortgagor agrees to permit the Mortgagee or any independent agent selected by the Mortgagee to conduct an environmental assessment at the Mortgagor's expense but in such a manner so as not to unreasonably interfere with the business operations of the Mortgagor. This provision shall not relieve the Mortgagor from conducting its own environmental investigations or taking any other steps necessary to comply with any Environmental Laws.

1.18 Mortgagor will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except when the failure to so comply would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of the Mortgagor or either of them, or otherwise on the ability of the Mortgagor to carry out their obligations under the Note.

1.19 If Mortgagor's interest in the Mortgaged Property, or any portion thereof, is that of a lessee, then Mortgagor shall: (i) pay prior to delinquency all rent and other charges that fall due under the provisions of such lease; (ii) fully, faithfully, and punctually observe and perform all other terms, covenants, agreements, and conditions required of it under the terms of such lease; (iii) promptly notify Mortgagee, in writing, of the default by Mortgagor or the lessor under any provisions of such lease, or of the occurrence of any event which, with notice or the passage of time, would constitute a default under such lease; (iv) promptly cause any notice which it receives from the lessor under such lease to be delivered to Mortgagee; (v) if any indebtedness secured by this Deed of Trust remains unpaid at a time when notice may or must be given by Mortgagor of the exercise of any right or option to extend the term of such lease, then Mortgagor shall promptly give notice of the exercise of such right or option in accordance with the provisions of such lease; (vi) promptly notify the lessor under such lease of the existence and execution of this Mortgage and the name and address of Mortgagee; and (vii) not terminate (including a termination or rejection as a part of any bankruptcy or similar proceeding), cancel, surrender, modify, change, alter, or amend such lease, either orally or in writing, without the written consent of Mortgagee. Without imposing any obligation upon Mortgagee to do so, Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact to perform any or all of the foregoing acts to the extent necessary to preserve and protect Mortgagor and/or Mortgagee's interest in said leasehold estate.

1.20 Except for a sale resulting in a partial reconveyance in accordance with the provisions of the Loan Agreement between Mortgagor and Mortgagee, Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person.

ARTICLE 2.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default ("Event of Default") hereunder:

2.1 The Mortgagor shall fail to pay interest or the principal amount of the Note when due, or any fee or other amount payable under the Note, hereunder or under either of the Other Mortgages, on the due date thereof.

2.2 Any representation or warranty by the Mortgagor shall prove to have been incorrect when made in any material respect.

2.3 The Mortgagor shall fail to perform or observe any non-payment term, covenant or agreement contained in this Mortgage, the Note, or any Other Mortgages, on their part to be performed or observed, which failure has not been cured by the Mortgagor within any applicable cure period as may be provided for.

2.4 The sale, assignment, lease or other disposition of all or substantially all of the Mortgaged Property, or the property encumbered by either of the Other Mortgages, other than in compliance with this Mortgage or the Other Mortgages.

2.5 The occurrence of any other event of default as defined in the Note or the Other Mortgages.

ARTICLE 3.

REMEDIES

Upon the occurrence and during the continuance of any Event of Default, Mortgagee, and either and both of them, shall have the following rights and remedies:

3.1 Mortgagee may declare the entire principal of the Note then outstanding to be due and payable immediately, and, notwithstanding the stated maturity in the Note or any other term or provision of the Note or this Mortgage to the contrary, the outstanding principal amount of the Note shall become and be immediately due and payable.

3.2 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee in person or by agent may, without any obligation so to do and without notice or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder (i) make any payment or do any act which Mortgagor has failed to make or do; (ii) enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; (iii) make or enforce, or, if the same be subject to modification or cancellation, modify or cancel any leases of the Mortgaged Property or any part thereof upon such terms or conditions as Mortgagee deem proper; and (iv) obtain and evict

tenants, and fix or modify rents, make repairs and alterations and do any acts which Mortgagee deem proper to protect the security hereof. The entering upon and taking possession of the Mortgaged Property, the collection of any rents, royalties, issues, profits, revenue, income or other benefits and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice, and, notwithstanding continuance in possession of the Mortgaged Property, or any part thereof, by Mortgagor, Mortgagee or a receiver, and the collection, receipt and application of rents, royalties, issues, profits, revenue, income or other benefits, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law upon or after the occurrence and during the continuance of an Event of Default. Any of the actions referred to in this Section may be taken by Mortgagee, or either of them, in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court, and any such action may also be taken without regard to the adequacy of the security for the indebtedness hereby secured. Further, Mortgagee, at the expense of Mortgagor, may from time to time maintain and restore the Mortgaged Property or any part thereof as Mortgagee may reasonably deem desirable and may insure the same.

3.3 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee shall be entitled, without notice and to the full extent provided by law, to the appointment by a court having jurisdiction of a receiver to take possession of and protect the Mortgaged Property or any part thereof, and operate the same and collect the rents and profits.

3.4 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to enforce any of the covenants and agreements hereof. By virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, subject to any rights of redemption provided by law, and shall be a perpetual bar, both at law and in equity, against Mortgagor and any and all persons claiming or who may claim the same or any part thereof from, through or under Mortgagor subject to any rights of redemption provided by law.

3.5 Upon any sale or sales made under or by virtue of this Article 3, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the costs of the judicial proceedings, if any, with interest at the Default Rate (as defined in the Note) and any other sums which Mortgagee are authorized to deduct under this Mortgage.

3.6 Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any of their property, or of the Mortgaged Property or any part thereof, if Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage, including, but not limited to, the Profits.

3.7 No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein, and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient.

3.8 Upon the occurrence of and during the continuance of any Event of Default, and if Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagor agree to, upon demand by Mortgagee, vacate and surrender possession of the Mortgaged Property to Mortgagee, or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of leased premises for non-payment of rent, however designated.

3.9 In the event ownership of the Mortgaged Property or any portion thereof becomes vested in a person other than the Mortgagor herein named, Mortgagee may, without notice to the Mortgagor herein named, whether or not Mortgagee have given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby, and in the same manner as with the Mortgagor herein named, without in any way vitiating, discharging or waiving Mortgagor' liability hereunder, for the indebtedness hereby secured or any Event of Default to the extent portion of ownership of the Mortgaged Property has become so vested.

3.10 In the event that there be a judicial sale hereunder and if at the time of such sale Mortgagor, or their heirs or assigns, be occupying the Premises and Improvements or any part thereof so sold, each and all shall immediately become the tenant of the purchaser at such sale which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a rental per day based upon the value of the Premises and Improvements, such rental to be due daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of said Premises and Improvements and this agreement and the trustee's deed shall constitute a lease and agreement under which any such tenant's possession arose and continued.

3.11 In the event of an Event of Default under any of the Note, this Mortgage or the Other Mortgages, Mortgagee may foreclose or exercise any right or remedy

provided hereunder. Upon Mortgagor's default under this Mortgage or any Other Mortgage, or upon any failure of Mortgagor to make payments or to satisfy his obligations under the Note, Mortgagee, at its election, may foreclose and exercise its rights and remedies under any one or more of this Mortgage and the Other Mortgages.

3.12 This Mortgage also constitutes a security agreement, on all of the terms and conditions set forth herein, to the extent that any of the Mortgaged Property is severable from the real property ("Collateral"). Mortgagor agrees that, as to the Collateral, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, as well as all other rights and remedies available at law or in equity. Mortgagor agrees to execute and deliver on demand, and irrevocably authorizes, constitutes, and appoints Mortgagee the attorney-in-fact of Mortgagor to execute, deliver, and/or file, any security agreements, financing statements, continuation statements, or other instruments that Mortgagee may require to impose, perfect, or continue the perfection of the lien or security interest created by this Mortgage. On the occurrence of any default under the provisions of the Note, this Mortgage, or any other agreement secured by this Mortgage, Mortgagee shall have the right to enforce any and all of the rights and/or remedies of a secured party under the Uniform Commercial Code including, without limitation: (i) the right to require Mortgagor to immediately assemble all or any portion of the Collateral and to make the same available to Mortgagee at any place designated by Mortgagee; (ii) the right to immediately take physical possession of all or any portion of the Collateral wherever it may be found, using all necessary lawful force to do so, and to exclude Mortgagor from such possession, and Mortgagor waives all claims to damages arising from or connected with any such taking or exclusion; (iii) the right to proceed with the foreclosure sale of all or any portion of the Collateral, from time to time, in any manner as may be permitted by Uniform Commercial Code, Idaho Code, Idaho Rules of Civil Procedure, or any other applicable statute, rule, or code; and, in Mortgagee's discretion, to operate all or any portion of the Collateral as a going concern pending the completion of any foreclosure sale; and (iv) the right to sell all or any portion of the Collateral at one or more public or private sales with or without having said Collateral at the place of sale, and upon such terms and in such manner as Mortgagee may determine, and Mortgagee is authorized to purchase the same at any such sale. Prior to any sale, Mortgagee may, at its option, repair or recondition all or any portion of the Collateral to such extent as Mortgagee may deem advisable and any sums expended therefore by Mortgagee shall be immediately repaid by Mortgagor. Expenses of retaking, holding, and preparing for sale, selling, or the like will be borne by Mortgagor and will include Mortgagee's and Mortgagee's attorney fees and legal expenses. Mortgagee will give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of the Collateral or of the time of or after which any private sale or any other intended disposition is to be made. If the notice is sent to Mortgagor in the manner provided for the mailing of notices in this Mortgage, it is deemed reasonable notice to Mortgagor.

3.13 This Mortgage constitutes a financing statement filed as a fixture filing, and it shall be recorded in the Official Records of the County Recorder of the county in

which the Mortgaged Property is located with respect to all fixtures included within the term "Mortgaged Property" as used in this Mortgage and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures. The address of Mortgagee, from which information concerning this security interest may be obtained, is set forth in the upper left corner of page 1 of this Mortgage.

ARTICLE 4.

MISCELLANEOUS

4.1 In the event any one or more of the provisions contained in this Mortgage or in the Note 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, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

4.2 If the lien of this Mortgage is invalid or unenforceable, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Mortgagor's obligations shall be considered to have been completely paid prior to the payment of the remaining and secured portion of the obligations secured hereby, and all payments made on the Mortgagor's obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Mortgagor's obligations which are not secured or fully secured by the lien of this Mortgage.

4.3 The granting of consent by the Mortgagee to any transaction as required by the terms hereunder shall not be deemed a consent to past, future, or successive transactions.

4.4 Mortgagor shall pay or reimburse Mortgagee for all reasonable expenses incurred by Mortgagee before and after the date of this Mortgage with respect to any and all actions, matters or transactions arising out of or related to this Mortgage. Mortgagor acknowledges that from time to time the Mortgagor may receive statements for such expenses, including, without limitation, attorneys' fees and disbursements. Mortgagor shall pay such statements promptly upon receipt.

4.5 Mortgagor shall indemnify and hold harmless the Mortgagee from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to the Mortgaged Property and the occupancy, ownership, maintenance or management of the Mortgaged Property by the Mortgagor. The Mortgagor further shall be personally and solely responsible for and shall indemnify and hold harmless the Mortgagee from and against any loss, damage, cost, expense or liability directly or indirectly arising out

of or attributable to the breach of any representation, warranty or covenant contained in this Mortgage or the Note relating to the Environmental Laws or the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous substances on, under or about any of the Mortgaged Property owned or leased by the Mortgagor, including without limitation (1) all consequential damages, (2) the costs of any required or necessary repair, cleanup or detoxification of the property and (3) all reasonable costs and expenses incurred by the Mortgagee or either of them in connection therewith, including but not limited to reasonable attorney's fees. The indemnifications in this paragraph are personal to the Mortgagor notwithstanding the general non-recourse nature of the Note and shall be in addition to any other liability that the Mortgagor may otherwise have to the Mortgagee and these indemnifications shall survive any foreclosure of this Mortgage and the satisfaction of the indebtedness secured hereby.

4.6 All written notices expressly provided hereunder to be given by Mortgagee to Mortgagor and all notices and demands of any kind or nature whatsoever which Mortgagor may be required or may desire to give or serve on Mortgagee shall be in writing and shall be served by personal delivery, telecopier, overnight courier or by registered or certified U.S. mail, return receipt requested, to the address set forth on the first page of this Mortgage. Any such notice or demand so served shall be deemed complete on the day of actual delivery if sent by personal delivery, telecopier, or overnight courier, or upon the date posted on the receipt if sent by certified mail. Changes in address may be made with written notice thereof to all other parties in accordance with the terms hereof.

4.7 All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the heirs and permitted assigns of Mortgagor and the heirs of Mortgagee, and the permitted endorsees, permitted transferees, successors and permitted assigns of Mortgagee.

4.8 This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

4.9 The prevailing party in any legal action brought by one party against the other and arising out of this Mortgage or the Note shall be entitled, in addition to any other rights and remedies he may have, to reimbursement for their expenses including court costs and reasonable attorney fees.

4.10 This Mortgage is to be construed and enforced according to the laws of the State of Idaho.

4.11 Upon satisfaction in full by Mortgagor of all of their obligations under the Note and this Mortgage, Mortgagee shall cause this Mortgage to be released of record.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

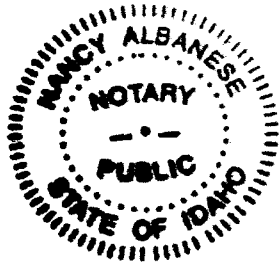
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date set forth above.

Pend Oreille Bonner Development Holdings, Inc., a Nevada corporation

By: Charles W. Reeves
Charles W. Reeves
Its: President

STATE OF IDAHO)
COUNTY OF Bonner)

BEFORE ME this 14th day of June, 2006, personally appeared Charles W. Reeves, to me personally known to be the person who is described in and who executed the above instrument and acknowledged that he is the President of the corporation named above and that he is authorized as an officer of said corporation to execute the foregoing on behalf of said corporation and that he executed the same of his own free will to bind said corporation.



Nancy Albanese
Notary Public for IDAHO
Residing at: Sandpoint
my Commission Expires 1-31-11

SCHEDULE B-Part II - continued

Transnation Title Insurance Company

Commitment No. 00041847

THIS REPORT IS DIVIDED INTO 4 SECTIONS WITH MULTIPLE PARCELS WITHIN EACH SECTION, THE FOLLOWING SECTIONS REPRESENT FOUR DIFFERENT LOCATIONS:

SECTION A:

HIDDEN LAKES GOLF COURSE, LODGE, PARKING AREAS AND MAINTENANCE AREAS.

SECTION B:

HIGHLANDS AREA PLATTED LOTS WEST OF LOWER PACK RIVER ROAD.

SECTION C:

MOOSE MOUNTAIN LARGE ACREAGE FOR DEVELOPMENT SOUTH OF HIGHWAY 200.

SECTION D:

IDAHO RESORT AREA ON THE WATERS OF LAKE PEND OREILLE AT TRESTLE CREEK.

Transnation Title Insurance Company

Exhibit A

SECTION A:

PARCEL 1:

A tract of land located in Section 36, Township 58 North, Range 1 West AND Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

That portion of said Sections 36 and 31 lying East of Pack River Road, a county road, West of the Pack River, North of State Highway No. 200, and South of the South line of Government Lot 1 of said Section 31 and South of the South line of the Northeast quarter of the Northeast quarter of said Section 36;

LESS that land included in the Plat of Hidden Lakes Subdivision as recorded in Book 4 of Plats, page 64, records of Bonner County, Idaho.

ALSO LESS a parcel of land in Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho more particularly described as follows:

Commencing at the Southeast corner of said Section 36;

Thence North $52^{\circ} 11'33''$ West 953.40 feet (record per Instrument No. 457973 = North $54^{\circ} 29'10''$ West, 1010.58 feet) to a point on the Northerly right of way of State Highway No. 200 and the true point of beginning;

Thence North $01^{\circ} 19'29''$ West, 244.70 feet (record per Instrument No. 457973 = North $01^{\circ} 07'07''$ East, 244.28 feet);

Thence South $88^{\circ} 04'08''$ West, 348.50 feet (record per Instrument No. 457973 = South $87^{\circ} 52'03''$ West, 348.49 feet)

Thence South $01^{\circ} 19'12''$ West, 250.00 feet (record per Instrument No. 457973 = South $01^{\circ} 07'07''$ West, 250.00 feet) to the Northerly right of way of State Highway No. 200;

Thence along said right of way North $80^{\circ} 34'19''$ East 66.04 feet (record per Instrument No. 457973 = North $79^{\circ} 46'41''$ East, 66.62 feet);

Thence on a curve to the right having a central angle of $05^{\circ} 47'35''$ and a radius of 2803.37 feet, for an arc distance of 283.45 feet (record per Instrument No. 457973 = a central angle of $05^{\circ} 47'02''$ and an arc length of 282.99 feet) to the true point of beginning.

LESS a tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the intersection of the North line of said Government Lot 2 and an existing fence line marking the right of way of an old County Road, said point being South $89^{\circ} 06'38''$ East, 398.07 feet from the Northwest corner of Government Lot 2 (record = 361.00 feet);

Thence along said fence line as noted of record per Instrument No. 217765 on a curve to the left (radial bearing = North $62^{\circ} 13'42''$ East) having a central angle of $19^{\circ} 17'35''$ and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord = South $37^{\circ} 25'05''$ East, 217.95 feet);

Thence continuing along said fence line, South $47^{\circ} 03'53''$ East, 43.24 feet;

Thence North $89^{\circ} 06'38''$ West, 12.33 feet;



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Thence continuing along the fence line, South 59° 55'24" East, 65.99 feet to an iron pipe as described in Instrument No. 217765;

Thence along the fence line, South 70° 07'45" East, 262.49 feet to an iron pipe as described in Instrument No. 217765 (record = South 70° 18'00" East 262.00 feet);

Thence South 54° 48'04" East, 67.00 feet;

Thence North 40° 08'56" East, 168.45 feet to the right bank of Pack River (record = 200.00 feet to the thread of Pack River);

Thence North 40° 08'56" East to the intersection with the thread of Pack River;

Thence Northerly and upstream along the thread line of Pack River to the intersection with the North line of Government Lot 2 of said Section 31;

Thence South 89° 06'38" East, along said North line to the true point of beginning.

LESS any part of the above described property lying North and East of Pack River.

LESS a tract of land in Government Lots 1 and 2 of Section 31, Township 58 North, Range 1 East and the Southeast quarter of the Northeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho and more particularly described as follows:

Mary's Pack River Lots and all that property dedicated to the public for right of way as shown and recorded in Instrument No. 699091, records of Bonner County, Idaho.

PARCEL 2:

A tract of land located in Section 36, Township 58 North, Range 1 West AND Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more fully described as follows:

Beginning at a point that is North 80 degrees 05' 57" East, a distance of 386.02 feet from the South quarter corner of said Section 36, said point also being at the intersection of the South right of way of State Highway No. 200 and the East right of way of the Old Country Road;

thence South 5 degrees 14' 00" East along said East right of way of the old country road, a distance of 171.80 feet;

thence continuing South 14 degrees 35' 50" East along said East right of way, a distance of 254.70 feet to an intersection with the North right of way of Old Highway No. 200 (FAP No. 95F);

thence North 72 degrees 38' 24" East along said North right of way, a distance of 372.40 feet;

thence continuing along said North right of way, North 72 degrees 58' 33" East, a distance of 336.00 feet to an intersection with the West high bank of Dry Creek;

thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to an intersection with the South right of way of said State Highway No. 200;

thence Westerly along said South right of way the following six (6) courses:

1) Around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (the chord of which bears South 88 degrees 02' 31" West, a distance of 48.43 feet);

2) North 79 degrees 07' 52" West, 100.50 feet;



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- 3) Around a curve to the left with a radius of 2668.37 feet, a distance of 247.30 feet (the chord of which bears South 82 degrees 54' 00" West, a distance of 247.24 feet) to a P.S.C.;
- 4) Along a spiral curve (S=2 degrees 12.3'), a distance of 207.68 feet (the chord of which bears South 70 degrees 27' 12" West, a distance of 207.67 feet) to a P.S.;
- 5) South 69 degrees 43' 21" West, 328.60 feet;
- 6) South 61 degrees 11' 30" West, 119.79 feet to the point of beginning.

AND TOGETHER WITH any portion of the old Highway right of way abandonment, described in that certain Quit Claim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, lying within the bounds of the above described property

PARCEL 3:

A tract of land in Government Lot 1 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 484825 and more particularly described as follows:

Beginning at a point on the South line of said Government Lot 1, which is South 89° 06'38" East (record = South 89° 06'55" East) 330.00 feet from the Southwest corner of Government Lot 1, marked by a brass cap stamped RLS 974;

Thence parallel to the West line of the Section, North 00° 07'21" East, 118.03 feet;

Thence in a Southeasterly direction on a curve to the right (radial bearing = South 50° 01'02" West) having a central angle of 12° 44'09" and a radius of 233.31 feet, for an arc distance of 51.86 feet (chord = South 33° 36'53" East, 51.76 feet);

Thence South 27° 14'49" East, 79.53 feet;

Thence on a curve to the left (radial bearing = North 62° 45'11" East) having a central angle of 00° 31'29" (record = 00° 31'25") and a radius of 650.32 feet for an arc distance of 5.95 (record = 5.94 feet) feet (chord = South 27° 30'31" East, 5.95 feet), to the South line of Government Lot 1;

Thence along said South line North 89° 06'38" West (record = North 89° 06'55" West), 68.07 feet to the true point of beginning.

PARCEL 4:

A tract of land in Government Lot 1 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 495753 and more particularly described as follows:

Beginning at a point on the South line of said Government Lot 1, which is South 89° 06'38" East (record = South 89° 06'55" East) 330.00 feet from the Southwest corner of Government Lot 1, marked by a brass cap stamped RLS 974;

Thence parallel to the West line of the Section North 00° 07'21" East, 118.03 feet;

Thence on a curve to the left (radial bearing = South 50° 01'02" West) having a central angle of 04° 01'30" and a radius of 233.31 feet, for an arc distance of 16.39 feet (chord = North 41° 59'43" West 16.39 feet)

Thence North 44° 00'28" West 23.17 feet to the Southeasterly right of way of the Lower Pack River Road;



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Thence along said right of way on a curve to the right (radial bearing = North 53° 09'38" West) having a central angle of 12° 32'30" and a radius of 275.00 feet, for an arc distance of 60.20 feet (chord = South 43° 06'37" West, 60.08 feet);

Thence leaving said right of way, South 44° 00'28" East, 20.15 feet;

Thence on a curve to the right having a central angle of 16° 45'40" and a radius of 173.31 feet, for an arc distance of 50.70 feet (chord = South 35° 37'39" East 50.52 feet);

Thence South 27° 14'49" East, 53.38 feet to the true point of beginning

PARCEL 5:

A tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 495753 and more particularly described as follows:

Beginning at a point on the West line of said Government Lot 2 (West line of Section 31) which is South 00° 07'21" West, 200.00 feet from the Northwest corner of said Government Lot 2;

Thence parallel to the North line of Government Lot 2, South 89° 06'38" East (record = South 89° 06'55" East) 562.61 feet (record = 562.58 feet);

Thence North 47° 03'53" West, 43.24 feet (record = 43.21 feet);

Thence on a curve to the right having a central angle of 19° 17'35" (record = 19° 17'39") and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord = North 37° 25'03" West 271.95 feet) to the North line of Government Lot 2;

Thence along said North line North 89° 06'38" West (record = North 89° 06'55" West) 68.07 feet;

Thence South 27° 14'49" East 26.15 feet;

Thence on a curve to the left having a central angle of 09° 49'00" and a radius of 710.32 feet, for an arc distance of 121.70 feet (chord = South 32° 09'19" East, 121.55 feet);

Thence South 80° 25'01" West 412.81 feet (record = South 80° 24'50" West 412.82 feet) to the point of beginning.

EXCEPTING from Parcels 1, 3, 4 and 5, the following two tracts:

Any portion encompassed by the Plat of GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

AND any portion encompassed by the Plat of GOLDEN TEE ESTATES FIRST ADDITION, (PHASE TWO) according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 6:

Block 5 in GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

PARCEL 7:

The Club House, and the Parking Lot in Block 12, as they are shown and depicted in GOLDEN TEES ESTATES FIRST ADDITION (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonaer County, Idaho.

PARCEL 8:



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Maintenance Lot, Block 14, GOLDEN TEES ESTATES FIRST ADDITION (PHASE TWO) according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 9:

Lot 2, Block 3 in GOLDEN TEES ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

PARCEL 10:

Lot 13, Block 13 and the Golf Course Area as shown and depicted in Block 12 of GOLDEN TEES ESTATES FIRST ADDITION (PHASE TWO) according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 11:

Open space Lots shown as Lots 1 and 5 and Stormwater Lot, Block 4 and Stormwater Lot, Block 2 of GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the Plat thereof, recorded in Book 6 of Plats, page 108, records of Bonner County, Idaho.

Open space Lots 1 and 4, Block 6 and open space Lot 1, Block 7, open space Lot 1, Block 9, GOLDEN TEE ESTATES 1ST ADDITION PLANNED UNIT DEVELOPMENT (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 12:

Open space Lot 1, of Block 8, GOLDEN TEE ESTATES FIRST ADDITION PUD (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho

PARCEL 13:

Lot 1, Block 11 in GOLDEN TEES ESTATE FIRST ADDITION (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 14:

All Private roads in GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

PARCEL 15:

All private roads in GOLDEN TEES ESTATES FIRST ADDITION (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

SECTION B:

PARCEL 1:

Lot 1 in Block 1 of the FIRST ADDITION TO HIDDEN LAKES, according to the plat thereof, recorded in Book 4 of Plats, page 161, records of Bonner County, Idaho.

PARCEL 2:

Lots 2, 3, 4, 5 in Block 2 of the SECOND ADDITION TO HIDDEN LAKES SUBDIVISION, according to the plat thereof, recorded in Book 5 of Plats, Page 58, records of Bonner County, Idaho.



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PARCEL 3:

A tract of land in the East half of the Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of the East half of the Northeast quarter of the Southwest quarter of said Section 36:

Thence along the South line of the East half of the Northeast quarter of the Southwest quarter, North 89° 36'27" West, 661.51 feet (record = North 89° 37'10" West, 661.57 feet to the Southwest corner of the East half of the Northeast quarter of the Southwest quarter;

Thence along the West line of the East half of the Northeast quarter of the Southwest quarter, North 00° 10'22" East 856.45 feet (record = North 00° 09'25" East, 856.45 feet);

Thence North 89° 10'53" East, 30.21 feet (record = East, 29.58 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Second Addition Plat to Hidden Lakes);

Thence Southeasterly along said right of way the following six (6) courses:

1. on a non tangential curve to the left (radial bearing = North 87° 39'13" East) having a central angle of 36° 44'06" and a radius of 131.00 feet for an arc distance of 83.99 feet (record = 84.54 feet) (chord = South 20° 42'50" East, 82.56 feet - record = South 20° 37'27" East, 83.08 feet);
2. thence South 39° 04'53" East, 419.67 feet (record = South 39° 06'45" East, 419.68 feet);
3. thence on a curve to the left having a central angle of 11° 42'45" and a radius of 530.00 feet for an arc distance of 108.34 feet (chord = South 44° 56'16" East, 108.15 feet - record = South 44° 58'08" East, 108.16 feet);
4. thence South 50° 47'39" East, 69.68 feet (record = South 50° 49'31" East, 69.68 feet);
5. thence on a curve to the right having a central angle of 23° 42'51" and a radius of 970.00 feet, for an arc distance of 401.47 feet (chord = South 38° 56'14" East, 398.61 feet - record = South 38° 58'05" East 398.61 feet);
6. thence South 27° 04'48" East, 31.65 feet to the South line of the Northwest quarter of the Southeast quarter (record = South 27° 06'40" East, 30.77 feet);

thence leaving said right of way North 89° 36'03" West, 60.37 feet (record = North 89° 37'09" West, 59.55 feet) to the point of beginning.

PARCEL 4:

A tract of land located in a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Southwest quarter of the Southeast quarter of Section 36;

Thence South 89° 36'03" East 60.37 feet (record = South 89° 37'09" East, 59.55 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Plat of the Second Addition to Hidden Lakes);

Thence along said right of way for the following four (4) courses:

1. South 27° 04'48" East, 299.95 feet (record = South 27° 06'40" East, 300.83 feet);
2. North 62° 55'12" East, 60.00 feet (record = North 62° 53'20" East, 60.00 feet);

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3. North 27° 04'48" West, 125.34 feet (record = North 27° 06'40" West, 125.34 feet);

4. thence on a curve to the right having a central angle of 79° 01'27" and a radius of 25.00 feet, for an arc distance of 34.48 feet (chord = North 12° 25'53" East, 31.81 feet - record = North 12° 24'03" East, 31.81 feet) to a point on the Southerly right of way of Fairway View Drive, as shown on the Plat of First Addition to Hidden Lakes;

thence along said right of way for the following eight (8) courses:

1. North 51° 56'39" East, 74.67 feet (record = North 51° 54'47" East, 74.67 feet);

2. thence on a curve to the right having a central angle of 99° 26'33" and a radius of 70.00 feet, for an arc distance of 121.49 feet (chord = South 78° 30'05" East, 106.81 feet - record = South 78° 21'57" East, 106.81 feet);

3. thence South 28° 36'48" East, 154.03 feet (record = South 28° 38'40" East, 154.03 feet);

4. thence on a curve to the right having a central angle of 55° 41'27" and a radius of 90.00 feet for an arc distance of 87.48 feet (chord = South 00° 46'05" East, 84.08 feet - record = South 00° 47'56" East, 84.08 feet);

5. thence South 27° 04'39" West, 170.14 feet;

6. thence on a curve to the right having a central angle of 71° 37'11" and a radius of 60.0 feet, for an arc distance of 75.00 feet (chord = South 08° 43'57" East, 70.21 feet);

7. thence South 44° 32'32" East, 50.94 feet;

8. thence on a curve to the right having a central angle of 69° 10'16" and a radius of 25.00 feet, for an arc distance of 30.18 feet (chord = South 09° 57'24" East, 28.38 feet - record = South 11° 23'51" East, 30.18 feet) to a point on the West right of way of Lower Pack River Road;

thence Southerly along said right of way for the following four (4) courses:

1. on a non tangential curve to the right having a central angle of 04° 15'19" and a radius of 1180.00 feet for an arc distance of 87.69 feet (chord = South 22° 30'38" West, 87.67 feet);

2. thence South 20° 22'44" West, 114.57 feet;

3. thence on a curve to the left having a central angle of 22° 29'50" and a radius of 502.65 feet, for an arc distance of 197.36 feet (chord = South 09° 07'49" West, 196.10 feet)

4. thence South 02° 07'06" East, 157.81 feet to the Northerly right of way of State Highway No. 200;

thence along the highway right of way, South 77° 42'28" West, 72.14 feet (record = South 78° 15'06" West, 71.11 feet);

thence continuing along the Highway right of way, South 69° 44'57" West, 262.22 feet (record = South 69° 43'16" West, 261.65 feet) to the West line of the Southwest quarter of the Southeast quarter of said Section 36;

thence along the West line of the Southwest quarter of the Southeast quarter, North 00° 08'19" East, 1223.36 feet (record = North 00° 07'13" East, 1223.17 feet) to the point of beginning.

PARCEL 5:

That portion of the Southeast quarter of the Northeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying West of the Lower Pack River Road.

EXCEPT the First Addition to Hidden Lakes Subdivision, according to the plat thereof, recorded in Book 4 of Plats, Page 161, records of Bonner County, Idaho.

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SECTION C:

All that portion of the Southeast Quarter in Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200; and all that portion of Government Lot 4 in Section 31, Township 58 North, Range 1 East, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200;

LESS the following described property:

A tract of land in the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 92981, records of Bonner County, Idaho and more particularly described as follows:

Commencing at the Southeast corner of said Section 36;

Thence along the East line of Section 36, North $00^{\circ} 08'06''$ East, 460.00 feet;

Thence perpendicular to the East line of the Section, North $89^{\circ} 51'54''$ West, 568.00 feet to the true point of beginning;

Thence South $47^{\circ} 08'06''$ West, 250.00 feet;

Thence South $42^{\circ} 51'54''$ East, 348.50 feet;

Thence North $47^{\circ} 48'06''$ East, 250.00 feet;

Thence North $42^{\circ} 51'54''$ West, 348.50 feet to the true point of beginning.

AND

All that portion of Government Lots 2, 3, 4, 5, 6, 7, 8 and 9; the Southwest quarter of the Northeast quarter; and the South half of the Northwest quarter of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying South of State Highway No. 200 and lying North and East of the Northern Pacific Railroad (now Montana Rail Link) right of way.

LESS that portion of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho; being that property described in Instrument No. 592059 and more particularly described as follows:

Beginning at a right of way monument on the South right of way of State Highway No. 200, from which the Northwest corner of said Section 2 bears North $25^{\circ} 54'43''$ West, 798.00 feet (record = North $26^{\circ} 28'08''$ West, 798.11 feet;

Thence along the South right of way of the Highway, North $68^{\circ} 35'39''$ East, 266.10 feet;

Thence continuing along the Highway right of way, on a curve to the left (radial bearing = North $14^{\circ} 03'28''$ West) having a central angle of $00^{\circ} 08'55''$ and a radius of 5799.58 feet for an arc distance of 15.03 feet (chord = North $75^{\circ} 52'05''$ East, 15.03 feet - total distance along right of way from point of beginning = 281.13 feet - record = 281.13 feet);

thence leaving said right of way South $00^{\circ} 04'10''$ West, 725.53 feet;

Thence North $89^{\circ} 14'40''$ West, 330.00 feet;

Thence North $00^{\circ} 03'26''$ West 607.20 feet, to the Southerly right of way of State Highway No. 200;

Thence along said right of way North $79^{\circ} 11'55''$ East, 70.38 feet to the true point of beginning.



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LESS a tract of land located in Section 36, Township 58 North, Range 1 West and Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho; being a portion of that property described in Instrument No. 464572 and more particularly described as follows:

Beginning at a point that is North 80° 05'57" East 386.02 feet from the South quarter of said Section 36, said point also being at the intersection of the South right of way of State Highway No. 200 and the East right of way of the Old County Road;

Thence South 05° 14'00" East along the East right of way of the Old County Road, 171.80 feet;

Thence continuing South 14° 35'50" East along said East right of way, 254.70 feet to the intersection with the North right of way of Old Highway 200 (FAP No. 95F);

Thence North 72° 38'24" East along said North right of way, 372.40 feet;

Thence continuing along said North right of way, North 72° 58'33" East, 336.00 feet to the intersection with the West high bank of Dry Creek;

Thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to the intersection with the South right of way of State Highway No. 200;

Thence Westerly along said South right of way the following six (6) courses:

- 1. around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (chord = South 88° 02'31" West, 48.43 feet);**
- 2. North 79° 07'52" West, 100.50 feet;**
- 3. around a curve to the left with a radius of 2668.37 feet for a distance of 247.30 feet (chord = South 82° 54'00" West, 247.24 feet);**
- 4. along a spiral curve (South = 02° 12'18"), a distance of 207.68 feet (chord = South 70° 27'12" West, 207.67 feet);**
- 5. South 69° 43'21" West, 328.60 feet;**
- 6. South 61° 11'30" West, 119.79 feet to the point of beginning.**

TOGETHER WITH any portion of the old highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, and lying within the bounds of the above described property.

AND

Government Lots 5, 9, 10 and 11; the Southeast quarter of the Northwest quarter; the East half of the Southwest quarter; and Government Lot 6, all in Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho.

LESS that property described in Instrument No. 22533, records of Bonner County, Idaho, and described as follows:

Beginning at the North quarter corner of said Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho;

Thence South 1669.70 feet to Pack River and the True Point of Beginning;

Thence South 66° 47' West, 203 feet;

Thence South 69° 54' West 165.3 feet;

Thence South 79° 56' West, 242.5 feet;

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Thence South 01° 11' East, 146 feet;

Thence South 25° 18' East, 118.20 feet;

Thence South 54° 29' East, 137.2 feet;

Thence South 68° 10' East, 267.1 feet;

Thence North 535.6 feet to a point 1669.7 feet South of the North quarter corner of Section 6.

LESS a tract of land in Government Lot 6 and the Southeast quarter of the Northwest quarter of Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property identified as Tract No. Q-1755-2 in Instrument No. 42975 and more particularly described as follows:

Beginning at a point on the Southerly right of way of State Highway No. 200 which is South 55° 03'21" East, 2460.29 feet from the Northwest corner of said Section 6 (record = South 55° 14' East, 2451.3);

Thence South 14° 53'00" East, 223.22 feet (record);

Thence South 04° 43'00" East, 640.00 feet (record);

Thence South 39° 48'00" East, 430.00 feet (record);

Thence South 30° 28'00" East, 387.49 feet (record = 500 feet plus or minus) to the East line of the Southeast quarter of the Northwest quarter of said Section 6.

TOGETHER WITH any portion of the Old Highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, lying within the bounds of the above described property

SECTION D:

PARCEL 1:

That portion of the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East, Boise Meridian, lying West of the State Highway No. 200 right of way and East of the Northern Pacific Railway right of way; and lying North of the North line of the following described tract:

Beginning at a point where the Section line between Sections 16 and 21, Township 57 North, Range 1 West, Boise Meridian, intersects the State Highway on the Westerly side as it now exists;

thence in a Northwesterly direction along the Westerly side of said Highway, 752 feet;

thence in a Southwesterly direction, 97 feet;

thence in a Southeasterly direction, 672 feet to the Section line between Sections 16 and 21;

thence East on said Section line between said Sections 16 and 21, 104.25 feet, more or less, to the place of beginning.

SAID parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, lying Southwest of the right of way of State Highway No.200 and Northeast of the right of way of Montana Rail Link Railway; being a portion of that property described as Parcel 1 of Instrument No. 168846 and more particularly described as follows:

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Commencing at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Northeasterly right of way of Montana Rail Link Railway which is South $88^{\circ} 10' 56''$ East, 944.95 feet from the Southwest corner of Section 16;

Thence leaving said South line and along said right of way North $23^{\circ} 38' 59''$ West, 672.00 feet to the true point of beginning;

Thence continuing along said right of way North $23^{\circ} 38' 59''$ West, 786.99 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter;

Thence leaving said right of way and along said North line South $88^{\circ} 43' 23''$ East, 241.38 feet to the Westerly right of way of State Highway No. 200;

Thence leaving said North line and along said right of way the following four (4) courses:

on a non-tangential curve to the right having a central angle of $01^{\circ} 19' 25''$ (radial bearing = South $73^{\circ} 15' 16''$ West), a radius of 768.50 feet, for an arc length of 17.75 feet (chord = South $16^{\circ} 06' 41''$ East, 17.75 feet);

Thence along a line offset 50.00 feet Westerly of and parallel to a spiral curve (centerline $ls = 200$ feet, $a = 3.5$, $S = 7''$) for a chord of South $10^{\circ} 43' 01''$ East 193.87 feet);

Thence South $08^{\circ} 25' 19''$ East, 86.06 feet;

Thence on a curve to the left having a central angle of $13^{\circ} 56' 48''$, a radius of 1482.53 feet, for an arc length of 360.87 feet (chord = South $15^{\circ} 23' 43''$ East, 359.98 feet);

Thence leaving said right of way South $44^{\circ} 37' 10''$ West, 106.45 feet (record = "Southwesterly 97 feet") to the true point of beginning.

PARCEL 2:

That part of the Southwest quarter of the Southwest quarter in Section 16, Township 57 North, Range 1 East of the Boise Meridian, lying South and West of the Burlington Northern Inc. Railway right of way and Government Lot 5 in Section 17, Township 57 North, Range 1 East, of the Boise Meridian, save and excepting therefrom:

The South 350 feet of Government Lot 5 in said Section 17, and also that part of the Southwest quarter of the Southwest quarter in said Section 16 lying Westerly of said Burlington Northern Inc. right of way as now in use and described as follows:

Beginning at the Southwest corner of said Section 16;

thence North along the West Section line 350 feet;

thence East to the centerline of Trestle Creek;

thence Southeasterly along said centerline to the South line of Section 16;

thence West along the Section line 720 feet, more or less, to the point of beginning.

SAID parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, lying Southwest of Montana Rail Link Railroad right of way and Government Lot 5 of Section 17, all in Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho; being a portion of that property described as Parcel 2 of Instrument No. 168846 and more particularly described as follows:



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Beginning at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Southwesterly right of way of Montana Rail Link Railway which is South 88° 10'56" East, 834.19 feet from the Southwest corner of Section 16;

Thence leaving said South line and along said right of way North 23° 38'59" West, 1457.84 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter;

Thence leaving said right of way and along the North line of the Southwest quarter of the Southwest quarter, North 88° 43'23" West, 243.71 feet to the Northwest corner of the Southwest quarter of the Southwest quarter;

Thence along the North line of Government Lot 5 in Section 17, North 89° 23'45" West, 1223.84 feet to the meander line of Lake Pend Oreille, as defined by the original GLO Survey;

Thence leaving said North line and along said meander line the following two (2) course:

South 52° 55'48" East, 561.00 feet;

Thence South 37° 55'48" East, 798.96 feet to a point on a line lying 350.00 feet North of and parallel to the South line of the Southwest quarter of the Southwest quarter of Section 16;

Thence along said parallel line, South 88° 10'56" East, 281.27 feet to the West line of the said Southwest quarter of the Southwest quarter;

Thence continuing South 88° 10'56" East, 159.02 feet to the intersection with the centerline of Trestle Creek;

Thence along the centerline of Trestle Creek the following eight (8) courses:

South 52° 54'34" East, 63.58 feet;

Thence South 44° 37'26" East, 117.83 feet;

Thence South 42° 08'45" East, 77.28 feet;

Thence South 80° 05'07" East, 145.49 feet;

Thence South 55° 15'32" East, 86.34 feet;

Thence South 46° 56'31" East, 113.98 feet;

Thence South 75° 43'10" East, 58.83 feet;

Thence South 37° 48'28" East, 27.37 feet to the intersection with the South line of the Southwest quarter of the Southwest quarter;

Thence leaving said creek centerline and along said South line South 88° 10'56" East, 116.80 feet to the true point of beginning.

PARCEL 3:

A portion of the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at a point where the South line of the Northeast quarter of the Northwest quarter of Section 21, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, intersects the West line of the Northern Pacific Railroad Company right of way;

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thence 600 feet Northerly along said railroad right of way;

thence West to the meander line of lake;

thence 600 feet Southerly to the South line of Lot 1 of said Section 21;

thence East to the Point of Beginning.

SAID parcel is now described as follows:

A tract of land situated in the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the intersection of the South line of the Northeast quarter of the Northwest quarter of Section 21 and the Westerty right of way of Montana Rail Link Railroad which is South 88° 55'48" East, 139.54 feet from the Southwest corner of said Northeast quarter of the Northwest quarter;

Thence leaving said South line and along said right of way the following two (2) courses:

On a non-tangential curve to the left having a central angle of 10° 44'25" (radial bearing = South 65° 01'49" West) a radius of 2664.79 feet, for an arc length of 499.53 feet (chord = North 30° 20'24" West, 498.80 feet);

Thence North 25° 10'12" West, 100.47 feet;

Thence leaving said right of way and parallel to the South line of Government Lot 1, North 88° 55'48" West, 936.05 feet to the meander line of Lake Pend Oreille as defined in the original GLO Survey;

Thence along said meander line the following two (2) courses:

South 14° 25'48" East, 271.54 feet;

Thence South 46° 40'48" East, 378.00 feet to the intersection with the South line of Government Lot 1;

Thence along said South line South line South 88° 55'48" East, 748.52 feet to the Southeast corner of Government Lot 1;

Thence along the South line of the Northeast quarter of the Northwest quarter, South 88° 55'48" East, 139.54 feet to the true point of beginning.

Loan No. P0099

NOTE SECURED BY MORTGAGE

\$21,200,000.00

March 6, 2007

In installments as herein stated, for value received, the undersigned, jointly and severally, promise to pay to **R.E. LOANS, LLC, a California limited liability company**, or order ("Lender"), at 201 Lafayette Circle, 2nd Floor, Lafayette CA 94549, or such other place as may be designated by Lender in writing, the principal sum of **TWENTY ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$21,200,000.00)**, plus interest on the unpaid principal balance outstanding from time to time. On the first day of each calendar month during the term of this Note, the undersigned shall pay Lender a **MONTHLY INSTALLMENT** payment of interest equal to the interest which accrued during the preceding calendar month on the principal balance of this Note outstanding during such preceding calendar month. On the **MATURITY DATE** all unpaid principal and any accrued interest or other charges shall be due and payable in full.

The interest rate to be charged by Lender for the term of this Note shall be **TWELVE** per cent (12%) per annum, predicated upon a 360 day year.

This Note is for a term of twenty-four (24) full calendar months (plus the first partial month, if any) following the date of recordation of the deed of trust or mortgage securing this Note. The "**MATURITY DATE**" of this Note is the last day of the term.

The "**MONTHLY INSTALLMENT**" payment for the term of this Note shall be an amount equal to interest only on the funded and outstanding principal balance of this Note from time to time.

LOAN FEE: The undersigned agrees to pay to **BAR K, INC.** a fee of \$73,950.00 at the time this loan originally funds, plus potentially an additional fee of \$741,050.00 in accordance with the provisions of the Loan Agreement between the parties. This \$73,950.00 fee shall be deducted from the proceeds of the loan at the time of funding by Lender, and paid by Lender directly to **BAR K, INC.** These fees will not be credited as payments towards principal, interest, or other amounts due under this Note.

BALLOON PAYMENT: This Note is payable in full on the **MATURITY DATE**. The payments required under this Note are not sufficient in amount to reduce the principal to zero on the **MATURITY DATE**, therefore, on the **MATURITY DATE** there will be a balloon payment equal to the unpaid principal plus all accrued and unpaid interest and other charges. **THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT LENDER IS NOT OBLIGATED TO REFINANCE THE LOAN EVIDENCED BY THIS NOTE.**

PREPAYMENT: This Note may be prepaid in whole or in part at any time and from time to time without premium or penalty.

LATE CHARGE: If any sum, except a balloon payment, due hereunder is delinquent more than 10 days, the undersigned shall pay a late charge on each such sum of 10% of the delinquent amount. If

NOTE #P0099 (3-6-07)#2



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any balloon payment (defined as a payment which is more than double the regular MONTHLY INSTALLMENT) is delinquent more than 10 days, then for each month that the balloon payment remains unpaid the undersigned shall pay a monthly late charge equal to the late charge which could be assessed on the largest regular MONTHLY INSTALLMENT due under this Note. All late charges are to be paid immediately upon demand.

UNPAID CHECKS: If any check given to Lender is returned by the bank unpaid, the undersigned shall pay an unpaid check charge of \$25.00. This amount is in addition to any late charge or default interest which may be applicable. If, during the term of this Note, two or more checks are returned by the bank unpaid, at any time thereafter Lender can require that all future payments be by cashier's check.

DUE ON SALE OR ENCUMBRANCE: This Note is secured by a MORTGAGE ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING which contains the following provision, the terms of which are incorporated herein by this reference: "Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person."

APPLICATION OF PAYMENT; COSTS OF COLLECTION: Each payment and each prepayment (if any) on this Note shall be credited first to interest or other charges then due and payable to Lender and the remainder to principal, and interest shall thereupon cease upon the principal so credited. All costs, expenses, advances and/or attorney's fees incurred by Lender relating to this Note or the deed of trust, mortgage, or security agreement securing this Note shall be immediately owed by the undersigned to Lender. All such advances, expenses, and/or attorney's fees (which attorney's fees are related to the enforcement or collection, but not the preparation or negotiation, of this Note) shall accrue interest at the rate stated in this Note from the date incurred until paid. If any amounts which are payable under this Note are not paid when due, the undersigned promises to pay, in addition to the principal and interest due under this Note, all costs of collection and any reasonable attorney's fees incurred by the Lender, whether or not suit is filed or foreclosure is commenced.

MISCELLANEOUS: A failure of the undersigned to fulfill any of the obligations contained in this Note, the deed of trust, mortgage, or security agreement securing this Note, any loan agreement between the parties, or any other agreement between the parties, shall also be deemed a default under

the provisions of this Note. Upon default under the provisions of this Note, Lender may declare the outstanding principal amount of this Note and the interest accrued thereon, and all other sums secured by the deed of trust, mortgage, or security agreement to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice. Principal and interest is payable in lawful money of the United States of America. As an inducement to cause Lender to make this loan, the undersigned represents that the undersigned has the financial ability to make the payments stated herein. The undersigned consents to all renewals, replacements, and extensions of time for payment hereof and waives notice, demand, protest and any applicable statute of limitations. Liability under this Note and any deed of trust, mortgage, or security agreement relating to this Note shall be joint and several. This Note shall inure to the benefit of and be binding on the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Note shall be governed by and construed in accordance with the laws of the state in which the real property encumbered by the deed of trust or mortgage securing this Note is located (without regard to any conflict of laws or principles) and the applicable laws of the United States of America.

COMPOUNDING: Any interest or other charge which becomes due under this Note or the deed of trust, mortgage, or security agreement securing this Note which remains due for more than one month shall accrue interest as of the date the interest or other charge was otherwise due at the same rate and upon the same terms as the principal under this Note.

RECOURSE OTHER THAN SECURITY: This Note shall be non-recourse against the undersigned, meaning that Lender shall not seek to obtain a deficiency judgment against the undersigned in the event that the proceeds resulting from the foreclosure of any deed of trust, mortgage, or security agreement relating to this Note are inadequate to pay off this Note and all related indebtedness of the undersigned to Lender. Notwithstanding the generality of the foregoing, the undersigned shall be fully liable to Lender for waste, or damages suffered by Lender as a result of fraud by the undersigned in connection with the delivery of this Note, or fraud in the performance of the undersigned's obligations under this Note or any deed of trust, mortgage, or security agreement relating to this Note. Nothing contained herein shall prejudice the right of Lender to foreclose any deed of trust, mortgage, or security agreement relating to this Note or to recover (a) any rents, issues, or profits under the provisions of any deed of trust, mortgage, or security agreement relating to this Note, (b) any tenant security deposits, advance or prepaid rents or other similar sums paid to or held by the undersigned or any other person, (c) any insurance proceeds or awards resulting from condemnation or the exercise of the power of eminent domain, and (d) any attorney's fees or court costs incurred by Lender. Nothing contained herein shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness evidenced by this Note or otherwise affect or impair the enforceability of this Note or the deed of trust, mortgage, or security agreement relating to this Note.

DEFAULT INTEREST RATE: If this Note or the deed of trust, mortgage, or security agreement securing this Note is in default for more than one month, then the interest rate on this Note during the period of such default shall be automatically increased, effective as of the date of default and continuing until the default is cured, to an amount equal to the interest rate stated on


the first page of this Note plus five percent (5%).

SECURITY: This Note is secured by one or more deeds of trust, mortgages, or security agreements of even date.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

Pend Oreille Bonner Development, LLC, a
Nevada limited liability company

BY: Pend Oreille Bonner Development Holdings, Inc.

By: 

Charles W. Reeves

Its: President

ALLONGE

Pay to the order of Wells Fargo Foothill, LLC, without recourse.

R.E. LOANS, LLC,
a California limited liability company

By: B-4 Partners LLC,
a California limited liability company,
its Manager

By: Wally
Name: Wally
Title: Manager

Date: July 17, 2007

WHEN RECORDED MAIL TO
BAR K, INC.
201 LAFAYETTE CIRCLE
2nd FLOOR
LAFAYETTE CA 94549

724829

SANDPOINT TITLE INSURANCE

FILED BY

2007 MAR 15 P 4: 30

99.00
MARIE SCOTT
BONNER COUNTY RECORDER

MS DEPUTY

724834

Loan No. P0099

49214 NA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

Assignment of Rents, Security Agreement, and Fixture Filing

This "Mortgage" is dated as of March 6, 2007.

The "Mortgagor" under this Mortgage is Pend Oreille Bonner Development, LLC, a Nevada limited liability company.

The Mortgagor's address for notice is 6900 South McLarran Blvd, Suite 1010, Reno, Nevada 89509.

The "Mortgagee" under this Mortgage is R.E. LOANS, LLC, a California limited liability company.

Mortgagor has contracted to borrow from Mortgagee the principal sum of Twenty One Million Two Hundred Thousand Dollars (\$21,200,000) and is indebted to Mortgagee for so much of said loan as Mortgagee shall disburse to Mortgagor from time to time. This debt is evidenced by a NOTE SECURED BY MORTGAGE of even date herewith, with a maturity date on the date that that is the last day of the twenty-fourth (24th) full calendar month (plus the first partial month, if any) following the date of recordation of this Mortgage (the "Maturity Date").

This Mortgage is intended also as a fixture, minerals, and timber filing and is to be indexed as such in the real estate records.

MORTGAGE #P0099 (3-6-07)



SANDPOINT TITLE INSURANCE
FILED BY
2007 MAR 15 P 4: 30
99.00
MARIE SCOTT
BONNER COUNTY RECORDER
MS DEPUTY

Page 1 of 17

This Mortgage is dated as the day and year first set forth on page 1 hereof by Mortgagor to Mortgagee, and it shall be effective and binding upon recordation.

WITNESSETH:

Mortgagor has executed a Note Secured by Mortgage ("Note") of even date herewith in favor of Mortgagee. The principal amount under the Note is Twenty One Million Two Hundred Thousand Dollars (\$21,200,000.00). The advancement of the principal amount by Mortgagee to Mortgagor is herein referred to as the "Loan." Interest on the principal accrues at the rate of twelve percent (12%) per annum, with all principal and accrued and unpaid interest being due in full on the Maturity Date.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor, acknowledging the benefits to them of the Loan, hereby irrevocably GRANTS, BARGAINS, SELLS and CONVEYS unto Mortgagee and Mortgagee's respective heirs and assigns, with right of entry and possession, all of Mortgagor's present and hereafter acquired estate, right, title and interest in, to and under all real and personal property of Mortgagor located in Bonner County, Idaho now owned or hereinafter acquired, including, without limitation, that property more specifically identified in EXHIBIT A of this Mortgage (the "Premises").

Mortgagor further grants and assigns unto Mortgagee, and Mortgagee's respective heirs and assigns, a first lien and security interest in and to the all of Mortgagor's rights, title, and interest in the Premises and property and property rights appurtenant to, located on, existing in conjunction with the Premises (the "Mortgaged Property") including:

A. All and singular the easements, rights-of-way, water rights or every kind and nature (including but not limited to claims, decrees, applications, permits, licenses, storage rights, ditches and ditch rights, riparian and littoral rights), rights to timber to be cut, minerals and mineral rights, rights of use or occupancy, privileges, franchises, tenements, appendages, hereditaments and appurtenances and all other rights thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired, and

B. All fixtures, structures, buildings and improvements of every kind and description now or at any time hereafter located on the Premises (hereinafter referred to as the "Improvements"), including but not limited to all fences, sheds, barns, out buildings, corrals and animal chutes, fixed irrigation equipment and pumps, wells, and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Premises or any portion thereof; and

C. All right, title and interest of Mortgagor in and to all streets, railways, roads, and public places, opened or proposed, and all easements and rights-of-way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Premises; and

D. All of the royalties, issues, profits, revenue, income and other benefits of the Premises, or arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining thereto (collectively the "Profits"), and all right, title and interest of Mortgagor in and to all leases ("Leases") of the Premises now or hereafter entered into with all right, title and interest of Mortgagor thereunder; subject to, however, the provisions contained in Section 1.9 hereof;

E. All plans, specifications, drawings, engineering or similar studies or calculations, tests, surveys, designs, or related materials pertaining to the Premises;

F. All entitlements, permits, approvals, pending applications, rights to utilize or hook up to utilities, or agreements relating to the use or development of the Premises;

G. All agreements (including agreements relating to washers, dryers, and vending machines), contracts, escrows, escrow deposits, and other arrangements, now or hereafter entered into, respecting or pertaining to the use, occupation, construction, management or operation of the Premises;

H. All tradenames, trademarks, service marks, logos, copyrights, goodwill, books, and records and all other general intangibles relating to or used in connection with the operation of the Premises;

I. All accounts, accounts receivable, books, records, documents, instruments, chattel paper, claims, warranties, general intangibles, deposit accounts, actions, claims, suits, judgments, proofs of claim in bankruptcy, and causes of action which now or hereafter relate to, are derived from, or are used in connection with the Premises or any personalty related to the Premises;

J. All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

K. All unsold memberships in any golf, ski, boating, hunting, or other similar organization servicing the owners, occupants, guests, or invitees at the Premises.

TO HAVE AND TO HOLD the Mortgaged Property for the purposes and uses herein expressed and FOR THE PURPOSE OF SECURING, in such order of priority as Mortgagee may elect:

1. Payment of the aggregate of the unpaid principal balance of the Note, all interest accrued and accruing thereon, and all other charges under the Note and any and all modifications, extensions or renewals thereof.

2. Due, prompt, and complete observance, performance, and discharge of all obligations of the Mortgagor under this Mortgage and any and all modifications, extensions or renewals of this Mortgage.

3. Due, prompt, and complete observance, performance, and discharge of all obligations of the Mortgagor under any other Mortgage, Security Agreement, Fixture Filing, Loan Agreement, or other instrument given to further secure or evidence the indebtedness under the Note, and any and all modifications, extensions or renewals thereof (the "Other Mortgages").

The foregoing obligations are referred to herein as the "Secured Obligations."

ARTICLE 1.

COVENANTS OF MORTGAGOR

Mortgagor covenants, warrants and agrees to and with Mortgagee as follows:

1.1 Mortgagor will pay the principal and all other sums becoming due with respect to the Note at the time and place and in the manner specified in the Note, according to the terms thereof.

1.2 Mortgagor has good and marketable title to the Mortgaged Property subject to no lien, charge or encumbrance except for the lien of this Mortgage and those exceptions set forth in the commitments for title insurance and policies of title insurance provided for herein; this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property. Mortgagor has lawful authority to grant, assign, transfer and mortgage its interest in the Mortgaged Property in the manner and form hereby done or intended. Mortgagor will preserve its interest in and title to the Mortgaged Property and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, unless Mortgagor provides prior written consent to subordination of its priority. Mortgagor shall promptly and completely observe, perform and discharge each and every obligation, covenant and agreement affecting the Mortgaged Property whether the same is prior and superior or subject and subordinate thereto.

1.3

(a) Mortgagor will, at its own cost and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, Mortgagor will execute and deliver, and after the occurrence and during the continuance of an Event of Default hereby authorizes Mortgagee to execute to the extent Mortgagor may lawfully do so, one or more financing statements or comparable security instruments to evidence more effectively the lien hereof upon the Mortgaged Property.

(b) Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage, any modification or addition supplemental hereto, any security instrument with respect to the Mortgaged Property, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and

governmental charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any supplements hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance.

1.4 Mortgagor will maintain insurance with responsible and reputable insurers in such amounts and covering such risks as are reasonably requested by Mortgagee to protect the interests of Mortgagee in the Mortgaged Property, and in the case of liability insurance shall name the Mortgagee as additional insureds, and with respect to the Mortgaged Property such insurance shall name the Mortgagee as loss payees and additional insureds. The Mortgagor will furnish the Mortgagee with certificates or other evidence of all insurance covering the Mortgaged Property. All insurance policies shall provide that they shall not, with respect to the Mortgagor or Mortgaged Property, be terminated or cancelled, nor shall, with respect to the Mortgagor or Mortgaged Property, the coverages or amounts thereunder or thereof be reduced, without at least thirty (30) days' prior written notice to Mortgagee and shall protect the Mortgagee from any breach of warranty by Mortgagor in connection therewith. Receipt of notice of termination or cancellation of any such insurance policies or reduction of coverages or amounts thereunder, with respect to the Mortgagor or Mortgaged Property, without receipt prior to the termination, cancellation or reduction date of evidence of renewals or replacements of such policies or of increase of such coverages or amounts, as the case may be, shall entitle the Mortgagee to renew any such policies, cause the coverages and amounts thereof to be maintained at levels satisfactory to Mortgagee or otherwise to obtain similar insurance in place of such policies, in each case at the expense of the Mortgagor. Mortgagor will promptly notify Mortgagee in writing after any loss or damage to the Mortgaged Property, including but not limited to any loss or damage covered by any insurance.

1.5 Mortgagor, upon obtaining knowledge of the pendency or institution of any proceedings for the condemnation of the Premises or any portion thereof or knowledge of any casualty damage to the Mortgaged Property or damage of any kind, will promptly notify Mortgagee in writing thereof. Mortgagee may participate in any proceedings and join Mortgagor in adjusting any loss covered by insurance. All compensation, awards, proceeds, damages, claims, rights of action, and payments to which Mortgagor may become entitled ("Awards") shall be paid over to Mortgagee to the extent that the amount thereof does not exceed the Secured Obligations. Notwithstanding the foregoing, any Award that does not exceed \$10,000.00 shall be paid over to Mortgagor, provided that Mortgagor shall promptly repair any damage to Improvements occasioned by any condemnation or casualty that gave rise to such Award. Mortgagee shall have the sole and absolute discretion, notwithstanding the fact that the security given hereby may not be impaired by a partial condemnation, to apply any part or all of the Award collected by it in connection with any condemnation proceeding (i) upon any indebtedness secured hereby and in such order as Mortgagee may determine, or (ii) without reducing the indebtedness secured hereby, to the reimbursement of Mortgagee for expenses incurred by them in the restoration of the Mortgaged Property. Such application shall not cure or waive any default or notice of default hereunder or

invalidate any act done pursuant to such notice. Mortgagor shall not be required to repair any damage to Improvements occasioned by any condemnation or casualty if the Award with respect thereto is collected by Mortgagee and is not applied by Mortgagee to reimburse Mortgagor for its expenses in conjunction with such condemnation or casualty.

1.6

(a) Mortgagor shall promptly pay and discharge all taxes, assessments and other governmental charges on the Mortgaged Property prior to the date on which substantial penalties are attached thereto, or establish adequate reserves for the payment of such taxes, assessments and other governmental charges, and make all required withholding and other tax deposits, except to the extent that such taxes, assessments or other governmental charges or levies are being actively contested in good faith by appropriate proceedings and are adequately reserved against.

(b) Mortgagor will pay, from time to time when the same shall become due, all lawful claims and demands which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof, or on the revenues, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien hereof and its priority shall be fully preserved and so that the Mortgaged Property shall remain unencumbered at the sole cost of Mortgagor, without expense to Mortgagee. Provided, however, that Mortgagor may, at Mortgagor's sole expense, dispute any such claim or lien is a good faith basis for dispute exists, provided that Mortgagor shall obtain a bond sufficient to release any such lien prior to the foreclosure of any such lien.

1.7 All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the granting clause hereof, and at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

1.8 This Mortgage shall constitute a security agreement with respect to any part of the Mortgaged Property that is "fixtures" and any other part of the Mortgaged Property that constitutes tangible or intangible personal property (including, without limitation, all proceeds and products of the Premises) and Mortgagor hereby grants to Mortgagee a first priority security interest in said collateral. Mortgagor hereby

authorizes Mortgagee to file with the appropriate filing officer or office at Mortgagor's sole cost and expense such security agreements, financing statements or other instruments as Mortgagee may reasonably request or require in order to impose or perfect the lien or security interest created hereby more specifically thereon. In the event of a default under this Mortgage or the Other Mortgages, Mortgagee shall be entitled to foreclose its security in said collateral in the manner provided by law.

1.9 Mortgagor will not execute any lease of all or part of the Mortgaged Property without Mortgagee's prior written consent, which consent shall be given or withheld in Mortgagee's sole and absolute discretion, and will at all times promptly and faithfully perform or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Mortgaged Property now or hereafter existing on the part of the lessor thereunder to be kept and performed.

1.10 Without the prior written consent of Mortgagee being first had and obtained, which consent shall be granted or withheld in Mortgagee's sole and absolute discretion, Mortgagor will not execute or deliver any pledge, security agreement, mortgage or deed of trust or similar security instrument covering all or any portion of the Mortgaged Property or any interest therein ("Subordinate Mortgage").

1.11 Mortgagor will not commit any waste on the Premises. Mortgagor will not materially change the use of the Mortgaged Property. Mortgagor will not make any application to any federal, state or local governmental authority ("Governmental Authority") for a change in zoning or a change in any other similar law, ordinance, statute, rule, order, decree, directive or regulation ("Laws") affecting the Mortgaged Property nor will Mortgagor consent to any such change without the prior written consent of Mortgagee, which consent shall be granted or withheld in the sole discretion of Mortgagee, except for or with respect to any change which would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of Mortgagor, or otherwise on the ability of Mortgagor to carry out its obligations under the Note and this Mortgage, or a change which is required for the development of the Property. Mortgagor will at all times comply in all material respects with all Laws of any Governmental Authority having or exercising jurisdiction over the Premises or otherwise affecting the Mortgaged Property or any portion thereof, will maintain and keep the Improvements and Mortgaged Property in good operating order and condition, and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to that end.

1.12 Mortgagor will, at any reasonable time and from time to time, upon notice to the Mortgagor, permit the Mortgagee or its representatives to inspect the Mortgaged Property.

1.13 Mortgagee shall be subrogated, notwithstanding their release of record, to any liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Mortgaged Property to the extent that the same are paid or discharged by Mortgagee or from the proceeds of the loan evidenced by the Note.

1.14 Without affecting the liability of Mortgagor or of any other person who is or shall become bound by the terms of this Mortgage or who is or shall become liable for the performance of any obligation secured hereby, Mortgagee may, in such manner, upon such terms and at such times as they deem best and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, accept additional security therefor, and alter, substitute or release any property securing such performance. No exercise or non-exercise by Mortgagee of any of its rights under this Mortgage, no dealing by Mortgagee with any person, firm or corporation and no change, impairment, loss or suspension of any right or remedy of Mortgagee shall in any way affect any of the obligations of Mortgagor hereunder or any security furnished by Mortgagor, or give either Mortgagor any recourse against Mortgagee.

1.15 Except for a sale resulting in a partial reconveyance in accordance with the provisions of the Loan Agreement between Mortgagor and Mortgagee, Mortgagor shall not sell, assign, transfer or encumber in any way Mortgagor's interest or any portion thereof in the Mortgaged Property, without the prior written consent of Mortgagee.

1.16 Mortgagor will not cause, permit or suffer any default or Event of Default under the Note, this Mortgage or the Other Mortgages or any other document or instrument securing or pertaining to the Note.

1.17 Mortgagor will comply with all applicable Environmental Laws, except to the extent that any noncompliance would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of the Mortgagor, or otherwise on the ability of Mortgagor to carry out its obligations under the Note; and Mortgagor will provide to Mortgagee, promptly upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any source asserting or alleging a circumstance or condition which requires or is reasonably likely to require a financial contribution by the Mortgagor under any Environmental Laws or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of any Environmental Laws. In the event of any such circumstance, the Mortgagor agrees to permit the Mortgagee or any independent agent selected by the Mortgagee to conduct an environmental assessment at the Mortgagor's expense but in such a manner so as not to unreasonably interfere with the business operations of the Mortgagor. This provision shall not relieve the Mortgagor from conducting its own environmental investigations or taking any other steps necessary to comply with any Environmental Laws.

1.18 Mortgagor will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except when the failure to so comply would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of the Mortgagor or either of them, or otherwise on the ability of the Mortgagor to carry out their obligations under the Note.

1.19 If Mortgagor's interest in the Mortgaged Property, or any portion thereof, is that of a lessee, then Mortgagor shall: (i) pay prior to delinquency all rent and other charges that fall due under the provisions of such lease; (ii) fully, faithfully, and punctually observe and perform all other terms, covenants, agreements, and conditions required of it under the terms of such lease; (iii) promptly notify Mortgagee, in writing, of the default by Mortgagor or the lessor under any provisions of such lease, or of the occurrence of any event which, with notice or the passage of time, would constitute a default under such lease; (iv) promptly cause any notice which it receives from the lessor under such lease to be delivered to Mortgagee; (v) if any indebtedness secured by this Deed of Trust remains unpaid at a time when notice may or must be given by Mortgagor of the exercise of any right or option to extend the term of such lease, then Mortgagor shall promptly give notice of the exercise of such right or option in accordance with the provisions of such lease; (vi) promptly notify the lessor under such lease of the existence and execution of this Mortgage and the name and address of Mortgagee; and (vii) not terminate (including a termination or rejection as a part of any bankruptcy or similar proceeding), cancel, surrender, modify, change, alter, or amend such lease, either orally or in writing, without the written consent of Mortgagee. Without imposing any obligation upon Mortgagee to do so, Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact to perform any or all of the foregoing acts to the extent necessary to preserve and protect Mortgagor and/or Mortgagee's interest in said leasehold estate.

1.20 Except for a sale resulting in a partial reconveyance in accordance with the provisions of the Loan Agreement between Mortgagor and Mortgagee, Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person.

ARTICLE 2.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default ("Event of Default") hereunder:

2.1 The Mortgagor shall fail to pay interest or the principal amount of the Note when due, or any fee or other amount payable under the Note, hereunder or under either of the Other Mortgages, on the due date thereof.

2.2 Any representation or warranty by the Mortgagor shall prove to have been incorrect when made in any material respect.

2.3 The Mortgagor shall fail to perform or observe any non-payment term, covenant or agreement contained in this Mortgage, the Note, or any Other Mortgages, on their part to be performed or observed, which failure has not been cured by the Mortgagor within any applicable cure period as may be provided for.

2.4 The sale, assignment, lease or other disposition of all or substantially all of the Mortgaged Property, or the property encumbered by either of the Other Mortgages, other than in compliance with this Mortgage or the Other Mortgages.

2.5 The occurrence of any other event of default as defined in the Note or the Other Mortgages.

ARTICLE 3.

REMEDIES

Upon the occurrence and during the continuance of any Event of Default, Mortgagee, and either and both of them, shall have the following rights and remedies:

3.1 Mortgagee may declare the entire principal of the Note then outstanding to be due and payable immediately, and, notwithstanding the stated maturity in the Note or any other term or provision of the Note or this Mortgage to the contrary, the outstanding principal amount of the Note shall become and be immediately due and payable.

3.2 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee in person or by agent may, without any obligation so to do and without notice or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder (i) make any payment or do any act which Mortgagor has failed to make or do; (ii) enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; (iii) make or enforce, or, if the same be subject to modification or cancellation, modify or cancel any leases of the Mortgaged Property or any part thereof upon such terms or conditions as Mortgagee deem proper; and (iv) obtain and evict

tenants, and fix or modify rents, make repairs and alterations and do any acts which Mortgagee deem proper to protect the security hereof. The entering upon and taking possession of the Mortgaged Property, the collection of any rents, royalties, issues, profits, revenue, income or other benefits and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice, and, notwithstanding continuance in possession of the Mortgaged Property, or any part thereof, by Mortgagor, Mortgagee or a receiver, and the collection, receipt and application of rents, royalties, issues, profits, revenue, income or other benefits, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law upon or after the occurrence and during the continuance of an Event of Default. Any of the actions referred to in this Section may be taken by Mortgagee, or either of them, in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court, and any such action may also be taken without regard to the adequacy of the security for the indebtedness hereby secured. Further, Mortgagee, at the expense of Mortgagor, may from time to time maintain and restore the Mortgaged Property or any part thereof as Mortgagee may reasonably deem desirable and may insure the same.

3.3 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee shall be entitled, without notice and to the full extent provided by law, to the appointment by a court having jurisdiction of a receiver to take possession of and protect the Mortgaged Property or any part thereof, and operate the same and collect the rents and profits.

3.4 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to enforce any of the covenants and agreements hereof. By virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, subject to any rights of redemption provided by law, and shall be a perpetual bar, both at law and in equity, against Mortgagor and any and all persons claiming or who may claim the same or any part thereof from, through or under Mortgagor subject to any rights of redemption provided by law.

3.5 Upon any sale or sales made under or by virtue of this Article 3, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the costs of the judicial proceedings, if any, with interest at the Default Rate (as defined in the Note) and any other sums which Mortgagee are authorized to deduct under this Mortgage.

3.6 Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any of their property, or of the Mortgaged Property or any part thereof, if Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage, including, but not limited to, the Profits.

3.7 No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein, and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient.

3.8 Upon the occurrence of and during the continuance of any Event of Default, and if Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagor agree to, upon demand by Mortgagee, vacate and surrender possession of the Mortgaged Property to Mortgagee, or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of leased premises for non-payment of rent, however designated.

3.9 In the event ownership of the Mortgaged Property or any portion thereof becomes vested in a person other than the Mortgagor herein named, Mortgagee may, without notice to the Mortgagor herein named, whether or not Mortgagee have given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby, and in the same manner as with the Mortgagor herein named, without in any way vitiating, discharging or waiving Mortgagor' liability hereunder, for the indebtedness hereby secured or any Event of Default to the extent portion of ownership of the Mortgaged Property has become so vested.

3.10 In the event that there be a judicial sale hereunder and if at the time of such sale Mortgagor, or their heirs or assigns, be occupying the Premises and Improvements or any part thereof so sold, each and all shall immediately become the tenant of the purchaser at such sale which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a rental per day based upon the value of the Premises and Improvements, such rental to be due daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of said Premises and Improvements and this agreement and the trustee's deed shall constitute a lease and agreement under which any such tenant's possession arose and continued.

3.11 In the event of an Event of Default under any of the Note, this Mortgage or the Other Mortgages, Mortgagee may foreclose or exercise any right or remedy

provided hereunder. Upon Mortgagor's default under this Mortgage or any Other Mortgage, or upon any failure of Mortgagor to make payments or to satisfy his obligations under the Note, Mortgagee, at its election, may foreclose and exercise its rights and remedies under any one or more of this Mortgage and the Other Mortgages.

3.12 This Mortgage also constitutes a security agreement, on all of the terms and conditions set forth herein, to the extent that any of the Mortgaged Property is severable from the real property ("Collateral"). Mortgagor agrees that, as to the Collateral, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, as well as all other rights and remedies available at law or in equity. Mortgagor agrees to execute and deliver on demand, and irrevocably authorizes, constitutes, and appoints Mortgagee the attorney-in-fact of Mortgagor to execute, deliver, and/or file, any security agreements, financing statements, continuation statements, or other instruments that Mortgagee may require to impose, perfect, or continue the perfection of the lien or security interest created by this Mortgage. On the occurrence of any default under the provisions of the Note, this Mortgage, or any other agreement secured by this Mortgage, Mortgagee shall have the right to enforce any and all of the rights and/or remedies of a secured party under the Uniform Commercial Code including, without limitation: (i) the right to require Mortgagor to immediately assemble all or any portion of the Collateral and to make the same available to Mortgagee at any place designated by Mortgagee; (ii) the right to immediately take physical possession of all or any portion of the Collateral wherever it may be found, using all necessary lawful force to do so, and to exclude Mortgagor from such possession, and Mortgagor waives all claims to damages arising from or connected with any such taking or exclusion; (iii) the right to proceed with the foreclosure sale of all or any portion of the Collateral, from time to time, in any manner as may be permitted by Uniform Commercial Code, Idaho Code, Idaho Rules of Civil Procedure, or any other applicable statute, rule, or code; and, in Mortgagee's discretion, to operate all or any portion of the Collateral as a going concern pending the completion of any foreclosure sale; and (iv) the right to sell all or any portion of the Collateral at one or more public or private sales with or without having said Collateral at the place of sale, and upon such terms and in such manner as Mortgagee may determine, and Mortgagee is authorized to purchase the same at any such sale. Prior to any sale, Mortgagee may, at its option, repair or recondition all or any portion of the Collateral to such extent as Mortgagee may deem advisable and any sums expended therefore by Mortgagee shall be immediately repaid by Mortgagor. Expenses of retaking, holding, and preparing for sale, selling, or the like will be borne by Mortgagor and will include Mortgagee's and Mortgagee's attorney fees and legal expenses. Mortgagee will give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of the Collateral or of the time of or after which any private sale or any other intended disposition is to be made. If the notice is sent to Mortgagor in the manner provided for the mailing of notices in this Mortgage, it is deemed reasonable notice to Mortgagor.

3.13 This Mortgage constitutes a financing statement filed as a fixture filing, and it shall be recorded in the Official Records of the County Recorder of the county in

which the Mortgaged Property is located with respect to all fixtures included within the term "Mortgaged Property" as used in this Mortgage and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures. The address of Mortgagee, from which information concerning this security interest may be obtained, is set forth in the upper left corner of page 1 of this Mortgage.

ARTICLE 4.

MISCELLANEOUS

4.1 In the event any one or more of the provisions contained in this Mortgage or in the Note 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, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

4.2 If the lien of this Mortgage is invalid or unenforceable, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Mortgagor's obligations shall be considered to have been completely paid prior to the payment of the remaining and secured portion of the obligations secured hereby, and all payments made on the Mortgagor's obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Mortgagor's obligations which are not secured or fully secured by the lien of this Mortgage.

4.3 The granting of consent by the Mortgagee to any transaction as required by the terms hereunder shall not be deemed a consent to past, future, or successive transactions.

4.4 Mortgagor shall pay or reimburse Mortgagee for all reasonable expenses incurred by Mortgagee before and after the date of this Mortgage with respect to any and all actions, matters or transactions arising out of or related to this Mortgage. Mortgagor acknowledges that from time to time the Mortgagor may receive statements for such expenses, including, without limitation, attorneys' fees and disbursements. Mortgagor shall pay such statements promptly upon receipt.

4.5 Mortgagor shall indemnify and hold harmless the Mortgagee from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to the Mortgaged Property and the occupancy, ownership, maintenance or management of the Mortgaged Property by the Mortgagor. The Mortgagor further shall be personally and solely responsible for and shall indemnify and hold harmless the Mortgagee from and against any loss, damage, cost, expense or liability directly or indirectly arising out

of or attributable to the breach of any representation, warranty or covenant contained in this Mortgage or the Note relating to the Environmental Laws or the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous substances on, under or about any of the Mortgaged Property owned or leased by the Mortgagor, including without limitation (1) all consequential damages, (2) the costs of any required or necessary repair, cleanup or detoxification of the property and (3) all reasonable costs and expenses incurred by the Mortgagee or either of them in connection therewith, including but not limited to reasonable attorney's fees. The indemnifications in this paragraph are personal to the Mortgagor notwithstanding the general non-recourse nature of the Note and shall be in addition to any other liability that the Mortgagor may otherwise have to the Mortgagee and these indemnifications shall survive any foreclosure of this Mortgage and the satisfaction of the indebtedness secured hereby.

4.6 All written notices expressly provided hereunder to be given by Mortgagee to Mortgagor and all notices and demands of any kind or nature whatsoever which Mortgagor may be required or may desire to give or serve on Mortgagee shall be in writing and shall be served by personal delivery, telecopier, overnight courier or by registered or certified U.S. mail, return receipt requested, to the address set forth on the first page of this Mortgage. Any such notice or demand so served shall be deemed complete on the day of actual delivery if sent by personal delivery, telecopier, or overnight courier, or upon the date posted on the receipt if sent by certified mail. Changes in address may be made with written notice thereof to all other parties in accordance with the terms hereof.

4.7 All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the heirs and permitted assigns of Mortgagor and the heirs of Mortgagee, and the permitted endorsees, permitted transferees, successors and permitted assigns of Mortgagee.

4.8 This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

4.9 The prevailing party in any legal action brought by one party against the other and arising out of this Mortgage or the Note shall be entitled, in addition to any other rights and remedies he may have, to reimbursement for their expenses including court costs and reasonable attorney fees.

4.10 This Mortgage is to be construed and enforced according to the laws of the State of Idaho.

4.11 Upon satisfaction in full by Mortgagor of all of their obligations under the Note and this Mortgage, Mortgagee shall cause this Mortgage to be released of record.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date set forth above.

Pend Oreille Bonner Development, LLC, a Nevada limited liability company
By: Pend Oreille Bonner Development Holdings, Inc
By: Charles W. Reeves
Charles W. Reeves
Its: President

STATE OF _____)
 :
COUNTY OF _____)

BEFORE ME this _____ day of _____, 2007, personally appeared Charles W. Reeves, to me personally known to be the person who is described in and who executed the above instrument and acknowledged that he is the manager of the limited liability company named above and that he is authorized as the manager of said company to execute the foregoing on behalf of said company and that he executed the same of his own free will to bind said company.

See attached

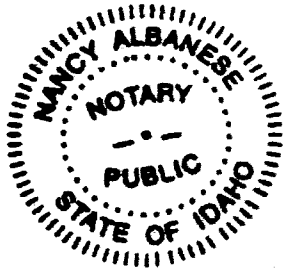
Notary Public

STATE OF IDAHO }
County of Bonner } ss.

ACKNOWLEDGMENT - Representative Capacity

I certify that I know or have satisfactory evidence that Charles W. Reeves
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she
was authorized to execute the instrument and acknowledged it as the President of Pend
oreille Bonner Holding Inc., the sole member of
Pend Oreille Bonner Development LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.



Nancy Albanese
Notary Public in and for the State of IDAHO
residing at Shingoint
My appointment expires 1-31-11

This jurat is page 18 of 18 and is attached to Mortgage dated 3/6/07.

Escrow No. 49214-NA

EXHIBIT "A"
Legal Description

The land referred to in this document is situated in the State of Idaho, County of Bonner, and is described as follows:

SECTION A:

PARCEL 1:

A tract of land located in Section 36, Township 58 North, Range 1 West AND Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

That portion of said Sections 36 and 31 lying East of Pack River Road, a county road, West of the Pack River, North of State Highway No. 200, and South of the South line of Government Lot 1 of said Section 31 and South of the South line of the Northeast quarter of the Northeast quarter of said Section 36;

LESS that land included in the Plat of Hidden Lakes Subdivision as recorded in Book 4 of Plats, page 64, records of Bonner County, Idaho.

ALSO LESS a parcel of land in Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho more particularly described as follows:

Commencing at the Southeast corner of said Section 36;

Thence North 52° 11'33" West 953.40 feet (record per Instrument No. 457973 = North 54° 29'10" West, 1010.58 feet) to a point on the Northerly right of way of State Highway No. 200 and the true point of beginning;

Thence North 01° 19'29" West, 244.70 feet (record per Instrument No. 457973 = North 01° 07'07" East, 244.28 feet);

Thence South 88° 04'08" West, 348.50 feet (record per Instrument No. 457973 = South 87° 52'03" West, 348.49 feet)

Thence South 01° 19'12" West, 250.00 feet (record per Instrument No. 457973 = South 01° 07'07" West, 250.00 feet) to the Northerly right of way of State Highway No. 200;

Thence along said right of way North 80° 34'19" East 66.04 feet (record per Instrument No. 457973 = North 79° 46'41" East, 66.62 feet);

Thence on a curve to the right having a central angle of 05° 47'35" and a radius of 2803.37 feet, for an arc distance of 283.45 feet (record per Instrument No. 457973 = a central angle of 05° 47'02" and an arc length of 282.99 feet) to the true point of beginning.

LESS a tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the intersection of the North line of said Government Lot 2 and an existing fence line marking the right of way of an old County Road, said point being South 89° 06'38" East, 398.07 feet from the Northwest corner of Government Lot 2 (record = 361.00 feet);

Thence along said fence line as noted of record per Instrument No. 217765 on a curve to the left (radial bearing = North 62° 13'42" East) having a central angle of 19° 17'35" and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord = South 37° 25'05" East, 217.95 feet);

Thence continuing along said fence line, South 47° 03'53" East, 43.24 feet;

Thence North 89° 06'38" West, 12.33 feet;

Thence continuing along the fence line, South 59° 55'24" East, 65.99 feet to an iron pipe as described in Instrument No. 217765;

Thence along the fence line, South 70° 07'45" East, 262.49 feet to an iron pipe as described in Instrument No. 217765 (record = South 70° 18'00" East 262.00 feet);

Thence South 54° 48'04" East, 67.00 feet;

Thence North 40° 08'56" East, 168.45 feet to the right bank of Pack River (record = 200.00 feet to the thread of Pack River);

Thence North 40° 08'56" East to the intersection with the thread of Pack River;

Thence Northerly and upstream along the thread line of Pack River to the intersection with the North line of Government Lot 2 of said Section 31;

Thence South 89° 06'38" East, along said North line to the true point of beginning.

LESS any part of the above described property lying North and East of Pack River.

LESS a tract of land in Government Lots 1 and 2 of Section 31, Township 58 North, Range 1 East and the Southeast quarter of the Northeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho and more particularly described as follows:

Mary's Pack River Lots and all that property dedicated to the public for right of way as shown and recorded in Instrument No. 699091, records of Bonner County, Idaho.

PARCEL 2:

A tract of land located in Section 36, Township 58 North, Range 1 West AND Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more fully described as follows:

Beginning at a point that is North 80 degrees 05' 57" East, a distance of 386.02 feet from the South quarter corner of said Section 36, said point also being at the intersection of the South right of way of State Highway No. 200 and the East right of way of the Old Country Road;

thence South 5 degrees 14' 00" East along said East right of way of the old country road, a distance of 171.80 feet;

thence continuing South 14 degrees 35' 50" East along said East right of way, a distance of 254.70 feet to an intersection with the North right of way of Old Highway No. 200 (FAP No. 95F);

thence North 72 degrees 38' 24" East along said North right of way, a distance of 372.40 feet;

thence continuing along said North right of way, North 72 degrees 58' 33" East, a distance of 336.00 feet to an intersection with the West high bank of Dry Creek;

thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to an intersection with the South right of way of said State Highway No. 200;

thence Westerly along said South right of way the following six (6) courses:

- 1) Around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (the chord of which bears South 88 degrees 02' 31" West, a distance of 48.43 feet);
- 2) North 79 degrees 07' 52" West, 100.50 feet;
- 3) Around a curve to the left with a radius of 2668.37 feet, a distance of 247.30 feet (the chord of which bears South 82 degrees 54' 00" West, a distance of 247.24 feet) to a P.S.C.;
- 4) Along a spiral curve (S=2 degrees 12.3'), a distance of 207.68 feet (the chord of which bears South 70 degrees 27' 12" West, a distance of 207.67 feet) to a P.S.;
- 5) South 69 degrees 43' 21" West, 328.60 feet;
- 6) South 61 degrees 11' 30" West, 119.79 feet to the point of beginning.

AND TOGETHER WITH any portion of the old Highway right of way abandonment, described in that certain Quit Claim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, lying within the bounds of the above described property

PARCEL 3:

A tract of land in Government Lot 1 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 484825 and more particularly described as follows:

Beginning at a point on the South line of said Government Lot 1, which is South 89° 06'38" East (record = South 89° 06'55" East) 330.00 feet from the Southwest corner of Government Lot 1, marked by a brass cap stamped RLS 974;

Thence parallel to the West line of the Section, North 00° 07'21" East, 118.03 feet;

Thence in a Southeasterly direction on a curve to the right (radial bearing = South 50° 01'02" West) having a central angle of 12° 44'09" and a radius of 233.31 feet, for an arc distance of 51.86 feet (chord = South 33° 36'53" East, 51.76 feet);

Thence South 27° 14'49" East, 79.53 feet;

Thence on a curve to the left (radial bearing = North 62° 45'11" East) having a central angle of 00° 31'29" (record = 00° 31'25") and a radius of 650.32 feet for an arc distance of 5.95 (record = 5.94 feet) feet (chord = South 27° 30'31" East, 5.95 feet), to the South line of Government Lot 1;

Thence along said South line North 89° 06'38" West (record = North 89° 06'55" West), 68.07 feet to the true point of beginning.

PARCEL 4:

A tract of land in Government Lot 1 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 495753 and more particularly described as follows:

Beginning at a point on the South line of said Government Lot 1, which is South 89° 06'38" East (record = South 89° 06'55" East) 330.00 feet from the Southwest corner of Government Lot 1, marked by a brass cap stamped RLS 974;

Thence parallel to the West line of the Section North 00° 07'21" East, 118.03 feet;

Thence on a curve to the left (radial bearing = South 50° 01'02" West) having a central angle of 04° 01'30" and a radius of 233.31 feet, for an arc distance of 16.39 feet (chord = North 41° 59'43" West 16.39 feet)

Thence North 44° 00'28" West 23.17 feet to the Southeasterly right of way of the Lower Pack River Road;

Thence along said right of way on a curve to the right (radial bearing = North 53° 09'38" West) having a central angle of 12° 32'30" and a radius of 275.00 feet, for an arc distance of 60.20 feet (chord = South 43° 06'37" West, 60.08 feet);

Thence leaving said right of way, South 44° 00'28" East, 20.15 feet;

Thence on a curve to the right having a central angle of 16° 45'40" and a radius of 173.31 feet, for an arc distance of 50.70 feet (chord = South 35° 37'39" East 50.52 feet);

Thence South 27° 14'49" East, 53.38 feet to the true point of beginning

PARCEL 5:

A tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 495753 and more particularly described as follows:

Beginning at a point on the West line of said Government Lot 2 (West line of Section 31) which is South 00° 07'21" West, 200.00 feet from the Northwest corner of said Government Lot 2;

Thence parallel to the North line of Government Lot 2, South 89° 06'38" East (record = South 89° 06'55" East) 562.61 feet (record = 562.58 feet);

Thence North 47° 03'53" West, 43.24 feet (record = 43.21 feet);

Thence on a curve to the right having a central angle of 19° 17'35" (record = 19° 17'39") and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord = North 37° 25'03" West 271.95 feet) to the North line of Government Lot 2;

Thence along said North line North 89° 06'38" West (record = North 89° 06'55" West) 68.07 feet;

Thence South 27° 14'49" East 26.15 feet;

Thence on a curve to the left having a central angle of 09° 49'00" and a radius of 710.32 feet, for an arc distance of 121.70 feet (chord = South 32° 09'19" East, 121.55 feet);

Thence South 80° 25'01" West 412.81 feet (record = South 80° 24'50" West 412.82 feet) to the point of beginning.

EXCEPTING from Parcels 1, 3, 4 and 5, the following two tracts:

Any portion encompassed by the Plat of GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

AND any portion encompassed by the Plat of GOLDEN TEE ESTATES FIRST ADDITION, (PHASE TWO) according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 6:

Lot 2, Block 3 in GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

PARCEL 7:

All private roads in GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

PARCEL 8:

All private roads in GOLDEN TEE ESTATES FIRST ADDITION (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

EXCEPTING from Parcels 1,2,3,4,5,6,7 and 8 any portion lying within the bounds of the following plats:

Replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land, recorded in Book 8 of Plats, Page 77.

PARCEL 9:

Lots 14, 15, 16, 17, 19, 20 and 21, Block 2; All of Block 5A; Lot 4, Block 7; Lots 1A, Block 11; Lots 1A, 2A and 3A Block 12; Lot 13A, Block 13; Lot 1, Block 14A; Lots 1 & 2, Block 15; Lots 1 and 2, Block 17; all of Block 18; Lots 1 and 2, Block 19; Lots 2, 3, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 20; Lots 1, 3 and 4 Block 21; Lots 1, 2, 4, 5 and 6, Block 22 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land, according to the Plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

PARCEL 10:

Lot 5A, Block 4, of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land according to the Plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

PARCEL 11:

All of Block 16 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land according to the Plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

PARCEL 12:

Lot 1A Block 10 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land, according to the plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

PARCEL 13:

Lot 1, Block 20 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land according to the plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

SECTION B:

PARCEL 1:

Lot 1 in Block 1 of the FIRST ADDITION TO HIDDEN LAKES, according to the plat thereof, recorded in Book 4 of Plats, page 161, records of Bonner County, Idaho.

PARCEL 2:

Lots 2, 3, 4, 5 in Block 2 of the SECOND ADDITION TO HIDDEN LAKES SUBDIVISION, according to the plat thereof, recorded in Book 5 of Plats, Page 58, records of Bonner County, Idaho.

PARCEL 3:

A tract of land in the East half of the Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of the East half of the Northeast quarter of the Southwest quarter of said Section 36;

Thence along the South line of the East half of the Northeast quarter of the Southwest quarter, North 89° 36'27" West, 661.51 feet (record = North 89° 37'10" West, 661.57 feet to the Southwest corner of the East half of the Northeast quarter of the Southwest quarter;

Thence along the West line of the East half of the Northeast quarter of the Southwest quarter, North 00° 10'22" East 856.45 feet (record = North 00° 09'25" East, 856.45 feet);

Thence North 89° 10'53" East, 30.21 feet (record = East, 29.58 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Second Addition Plat to Hidden Lakes);

Thence Southeasterly along said right of way the following six (6) courses:

1. on a non tangential curve to the left (radial bearing = North 87° 39'13" East) having a central angle of 36° 44'06" and a radius of 131.00 feet for an arc distance of 83.99 feet (record = 84.54 feet) (chord = South 20° 42'50" East, 82.56 feet - record = South 20° 37'27" East, 83.08 feet);
2. thence South 39° 04'53" East, 419.67 feet (record = South 39° 06'45" East, 419.68 feet);
3. thence on a curve to the left having a central angle of 11° 42'45" and a radius of 530.00 feet for an arc distance of 108.34 feet (chord = South 44° 56'16" East, 108.15 feet - record = South 44° 58'08" East, 108.16 feet);
4. thence South 50° 47'39" East, 69.68 feet (record = South 50° 49'31" East, 69.68 feet);
5. thence on a curve to the right having a central angle of 23° 42'51" and a radius of 970.00 feet, for an arc distance of 401.47 feet (chord = South 38° 56'14" East, 398.61 feet - record = South 38° 58'05" East 398.61 feet);
6. thence South 27° 04'48" East, 31.65 feet to the South line of the Northwest quarter of the Southeast quarter (record = South 27° 06'40" East, 30.77 feet);

thence leaving said right of way North 89° 36'03" West, 60.37 feet (record = North 89° 37'09" West, 59.55 feet) to the point of beginning.

PARCEL 4:

A tract of land located in a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Southwest quarter of the Southeast quarter of Section 36;

Thence South 89° 36'03" East 60.37 feet (record = South 89° 37'09" East, 59.55 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Plat of the Second Addition to Hidden Lakes);

Thence along said right of way for the following four (4) courses:

1. South 27° 04'48" East, 299.95 feet (record = South 27° 06'40" East, 300.83 feet);
2. North 62° 55'12" East, 60.00 feet (record = North 62° 53'20" East, 60.00 feet);
3. North 27° 04'48" West, 125.34 feet (record = North 27° 06'40" West, 125.34 feet);
4. thence on a curve to the right having a central angle of 79° 01'27" and a radius of 25.00 feet, for an arc distance of 34.48 feet (chord = North 12° 25'55" East, 31.81 feet - record = North 12° 24'03" East, 31.81 feet) to a point on the Southerly right of way of Fairway View Drive, as shown on the Plat of First Addition to Hidden Lakes;

thence along said right of way for the following eight (8) courses:

1. North 51° 56'39" East, 74.67 feet (record = North 51° 54'47" East, 74.67 feet);
2. thence on a curve to the right having a central angle of 99° 26'33" and a radius of 70.00 feet, for an arc distance of 121.49 feet (chord = South 78° 20'05" East, 106.81 feet - record = South 78° 21'57" East, 106.81 feet);
3. thence South 28° 36'48" East, 154.03 feet (record = South 28° 38'40" East, 154.03 feet);
4. thence on a curve to the right having a central angle of 55° 41'27" and a radius of 90.00 feet for an arc distance of 87.48 feet (chord = South 00° 46'05" East, 84.08 feet - record = South 00° 47'56" East, 84.08 feet);
5. thence South 27° 04'39" West, 170.14 feet;
6. thence on a curve to the right having a central angle of 71° 37'11" and a radius of 60.0 feet, for an arc distance of 75.00 feet (chord = South 08° 43'57" East, 70.21 feet);
7. thence South 44° 32'32" East, 50.94 feet;
8. thence on a curve to the right having a central angle of 69° 10'16" and a radius of 25.00 feet, for an arc distance of 30.18 feet (chord = South 09° 57'24" East, 28.38 feet - record = South 11° 23'51" East, 30.18 feet) to a point on the West right of way of Lower Pack River Road;

thence Southerly along said right of way for the following four (4) courses:

1. on a non tangential curve to the right having a central angle of 04° 15'19" and a radius of 1180.00 feet for an arc distance of 87.69 feet (chord = South 22° 30'38" West, 87.67 feet);
2. thence South 20° 22'44" West, 114.57 feet;

3. thence on a curve to the left having a central angle of 22° 29'50" and a radius of 502.65 feet, for an arc distance of 197.36 feet (chord = South 09° 07'49" West, 196.10 feet)

4. thence South 02° 07'06" East, 157.81 feet to the Northerly right of way of State Highway No. 200;

thence along the highway right of way, South 77° 42'28" West, 72.14 feet (record = South 78° 15'06" West, 71.11 feet);

thence continuing along the Highway right of way, South 69° 44'57" West, 262.22 feet (record = South 69° 43'16" West, 261.65 feet) to the West line of the Southwest quarter of the Southeast quarter of said Section 36;

thence along the West line of the Southwest quarter of the Southeast quarter, North 00° 08'19" East, 1223.36 feet (record = North 00° 07'13" East, 1223.17 feet) to the point of beginning.

PARCEL 5:

That portion of the Southeast quarter of the Northeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying West of the Lower Pack River Road,

EXCEPT the First Addition to Hidden Lakes Subdivision, according to the plat thereof, recorded in Book 4 of Plats, Page 161, record of Bonner County, Idaho.

SECTION C:

PARCEL 1:

All that portion of the Southeast Quarter in Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200; and all that portion of Government Lot 4 in Section 31, Township 58 North, Range 1 East, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200;

LESS the following described property:

A tract of land in the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 92981, records of Bonner County, Idaho and more particularly described as follows:

Commencing at the Southeast corner of said Section 36;

Thence along the East line of Section 36, North 00° 08'06" East, 460.00 feet;

Thence perpendicular to the East line of the Section, North 89° 51'54" West, 568.00 feet to the true point of beginning;

Thence South 47° 08'06" West, 250.00 feet;

Thence South 42° 51'54" East, 348.50 feet;

Thence North 47° 48'06" East, 250.00 feet;

Thence North 42° 51'54" West, 348.50 feet to the true point of beginning.

AND

All that portion of Government Lots 2, 3, 4, 5, 6, 7, 8 and 9; the Southwest quarter of the Northeast quarter; and the South half of the Northwest quarter of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying South of State Highway No. 200 and lying North and East of the Northern Pacific Railroad (now Montana Rail Link) right of way.

LESS that portion of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho; being that property described in Instrument No. 592059 and more particularly described as follows:

Beginning at a right of way monument on the South right of way of State Highway No. 200, from which the Northwest corner of said Section 2 bears North 25° 54'43" West, 798.00 feet (record = North 26° 28'08" West, 798.11 feet;

Thence along the South right of way of the Highway, North 68° 35'39" East, 266.10 feet;

Thence continuing along the Highway right of way, on a curve to the left (radial bearing = North 14° 03'28" West) having a central angle of 00° 08'55" and a radius of 5799.58 feet for an arc distance of 15.03 feet (chord = North 75° 52'05" East, 15.03 feet - total distance along right of way from point of beginning = 281.13 feet - record = 281.13 feet);

thence leaving said right of way South 00° 04'10" West, 725.53 feet;

Thence North 89° 14'40" West, 330.00 feet;

Thence North 00° 03'26" West 607.20 feet, to the Southerly right of way of State Highway No. 200;

Thence along said right of way North 79° 11'55" East, 70.38 feet to the true point of beginning.

LESS a tract of land located in Section 36, Township 58 North, Range 1 West and Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho; being a portion of that property described in Instrument No. 464572 and more particularly described as follows:

Beginning at a point that is North 80° 05'57" East 386.02 feet from the South quarter of said Section 36, said point also being at the intersection of the South right of way of State Highway No. 200 and the East right of way of the Old County Road;

Thence South 05° 14'00" East along the East right of way of the Old County Road, 171.80 feet;

Thence continuing South 14° 35'50" East along said East right of way, 254.70 feet to the intersection with the North right of way of Old Highway 200 (FAP No. 95F);

Thence North 72° 38'24" East along said North right of way, 372.40 feet;

Thence continuing along said North right of way, North 72° 58'33" East, 336.00 feet to the intersection with the West high bank of Dry Creek;

Thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to the intersection with the South right of way of State Highway No. 200;

Thence Westerly along said South right of way the following six (6) courses:

1. around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (chord = South 88° 02'31" West, 48.43 feet);
2. North 79° 07'52" West, 100.50 feet;
3. around a curve to the left with a radius of 2668.37 feet for a distance of 247.30 feet (chord = South 82°

54'00" West, 247.24 feet);

4. along a spiral curve (South = 02° 12'18"), a distance of 207.68 feet (chord = South 70° 27'12" West, 207.67 feet);

5. South 69° 43'21" West, 328.60 feet;

6. South 61° 11'30" West, 119.79 feet to the point of beginning.

TOGETHER WITH any portion of the old highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, and lying within the bounds of the above described property.

AND

Government Lots 5, 9, 10 and 11; the Southeast quarter of the Northwest quarter; the East half of the Southwest quarter; and Government Lot 6, all in Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho.

LESS that property described in Instrument No. 22533, records of Bonner County, Idaho, and described as follows:

Beginning at the North quarter corner of said Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho;

Thence South 1669.70 feet to Pack River and the True Point of Beginning;

Thence South 66° 47' West, 203 feet;

Thence South 69° 54' West 165.3 feet;

Thence South 79° 56' West, 242.5 feet;

Thence South 01° 11' East, 146 feet;

Thence South 25° 18' East, 118.20 feet;

Thence South 54° 29' East, 137.2 feet;

Thence South 68° 10' East, 267.1 feet;

Thence North 535.6 feet to a point 1669.7 feet South of the North quarter corner of Section 6.

LESS a tract of land in Government Lot 6 and the Southeast quarter of the Northwest quarter of Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property identified as Tract No. Q-1755-2 in Instrument No. 42975 and more particularly described as follows:

Beginning at a point on the Southerly right of way of State Highway No. 200 which is South 55° 03'21" East, 2460.29 feet from the Northwest corner of said Section 6 (record = South 55° 14' East, 2451.3);

Thence South 14° 53'00" East, 223.22 feet (record);

Thence South 04° 43'00" East, 640.00 feet (record);

Thence South 39° 48'00" East, 430.00 feet (record);

Thence South 30° 28'00" East, 387.49 feet (record = 500 feet plus or minus) to the East line of the Southeast quarter of the Northwest quarter of said Section 6.

TOGETHER WITH any portion of the Old Highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, lying within the bounds of the above described property

EXCEPTING therefrom all of the above described properties, any portion lying within the bounds of the following Plats:

Replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land, recorded in Book 8 of Plats, Page 77,

Golden Tee Estates- 2nd Addition, recorded in Book 8 of Plats, Page 79

Golden Tee Estates - 3rd Addition, recorded in Book 8 of Plats, Page 78,

Golden Tee Estates - 4th Addition, recorded in Book 8 of Plats, Page 80,

Golden Tee Estates - 5th Addition, recorded in Book 8 of Plats, Page 81 and Golden Tee Estates- 6th, recorded in Book 8 of Plats, Page 82

PARCEL 2:

Lots 1, 2, 4, 5, 6, 7, 8, 9 and 10, Block 1; Lots 1,2, 3, 4, 5, 7, 8, 9 and 10, Block 2; Lots 1, 2, 3, 6, and 10, Block 3 of Golden Tee Estates 2nd Addition according to the Plat thereof, recorded in Book 8 of Plats, Page 79, records of Bonner County, Idaho and

Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 Block 1; Lot 1, Block 2; Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 15, Block 4; Lots 1, 2, 7 and 8, Block 5; Lots 1, 2, 3, and 4, Block 6; Lots 3, 5, 6 and 10, Block 7; Lots 1, 2, 4, 5 and 6 Block 8; Lots 2, 3, 4 and 5, Block 9; Lots 6, and 8, Block 10; Lot 2 Block 11 of Golden Tee Estates 3rd Addition, according to the Plat thereof, recorded in Book 8 of Plats, Page 78, records of Bonner County, Idaho.

AND

Lots 1, 2, 3, 5, 6, 7 and 8, Block 1; Lots 2, and 5, Block 2; Lots 1, 2 and 3, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 4; Lots 1, 4, 5, 6 and 7, Block 5 of Golden Tee Estates 4th Addition, according to the Plat thereof, recorded in Book 8 of Plats, Page 80, records of Bonner County, Idaho.

AND

Lots 1, 4, 5, 6, 7, 8 and 9, Block 1; Lots 1, 3, 5, 6, 7, 8, 9, 10 and 11, Block 2 of Golden Tee Estates 5th Addition, according to the Plat thereof, recorded in book 8 of Plats, Page 81 records of Bonner County, Idaho.

AND

Lots 2, 6, 7 and 8, block 1; Lots 1, 2, 3, 4 and 5, Block 2; Lot 1, Block 3; Lots 1, 2, 3, 4 and 5, Block 4; Lot 1, Block 5 of Golden Tee Estates 6th Addition, according to the Plat thereof, recorded in Book 8 of Plats, Page 82, records of Bonner County, Idaho.

SECTION D:

PARCEL 1:

That portion of the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East, Boise Meridian, lying West of the State Highway No. 200 right of way and East of the Northern Pacific Railway right of way; and lying North of the North line of the following described tract:

Beginning at a point where the Section line between Sections 16 and 21, Township 57 North, Range 1 West, Boise Meridian, intersects the State Highway on the Westerly side as it now exists;

thence in a Northwesterly direction along the Westerly side of said Highway, 752 feet;

thence in a Southwesterly direction, 97 feet;

thence in a Southeasterly direction, 672 feet to the Section line between Sections 16 and 21;

thence East on said Section line between said Sections 16 and 21, 104.25 feet, more or less, to the place of beginning.

SAID parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, lying Southwest of the right of way of State Highway No.200 and Northeast of the right of way of Montana Rail Link Railway; being a portion of that property described as Parcel 1 of Instrument No. 168846 and more particularly described as follows:

Commencing at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Northeasterly right of way of Montana Rail Link Railway which is South 88° 10'56" East, 944.95 feet from the Southwest corner of Section 16;

Thence leaving said South line and along said right of way North 23° 38'59" West, 672.00 feet to the true point of beginning;

Thence continuing along said right of way North 23° 38'59" West, 786.99 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter;

Thence leaving said right of way and along said North line South 88° 43'23" East, 241.38 feet to the Westerly right of way of State Highway No. 200;

Thence leaving said North line and along said right of way the following four (4) courses:

on a non-tangential curve to the right having a central angle of 01° 19'25" (radial bearing = South 73° 15'16" West), a radius of 768.50 feet, for an arc length of 17.75 feet (chord = South 16° 06'41" East, 17.75 feet);

Thence along a line offset 50.00 feet Westerly of and parallel to a spiral curve (centerline ls = 200 feet, a = 3.5, S = 7°) for a chord of South 10° 43'01" East 193.87 feet);

Thence South 08° 25'19" East, 86.06 feet;

Thence on a curve to the left having a central angle of 13° 56'48", a radius of 1482.53 feet, for an arc length of 360.87 feet (chord = South 15° 23'43" East, 359.98 feet);

Thence leaving said right of way South 44° 37'10" West, 106.45 feet (record = "Southwesterly 97 feet") to the true point of beginning.

PARCEL 2:

That part of the Southwest quarter of the Southwest quarter in Section 16, Township 57 North, Range 1 East of the Boise Meridian, lying South and West of the Burlington Northern Inc. Railway right of way and

Thence South 42° 08'45" East, 77.28 feet;

Thence South 80° 05'07" East, 145.49 feet;

Thence South 55° 15'32" East, 86.34 feet;

Thence South 46° 56'31" East, 113.98 feet;

Thence South 75° 43'10" East, 58.83 feet;

Thence South 37° 48'28" East, 27.37 feet to the intersection with the South line of the Southwest quarter of the Southwest quarter;

Thence leaving said creek centerline and along said South line South 88° 10'56" East, 116.80 feet to the true point of beginning.

PARCEL 3:

A portion of the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at a point where the South line of the Northeast quarter of the Northwest quarter of Section 21, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, intersects the West line of the Northern Pacific Railroad Company right of way;

thence 600 feet Northerly along said railroad right of way;

thence West to the meander line of lake;

thence 600 feet Southerly to the South line of Lot 1 of said Section 21;

thence East to the Point of Beginning.

SAID parcel is now described as follows:

A tract of land situated in the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the intersection of the South line of the Northeast quarter of the Northwest quarter of Section 21 and the Westerly right of way of Montana Rail Link Railroad which is South 88° 55'48" East, 139.54 feet from the Southwest corner of said Northeast quarter of the Northwest quarter;

Thence leaving said South line and along said right of way the following two (2) courses:

On a non-tangential curve to the left having a central angle of 10° 44'25" (radial bearing = South 65° 01'49" West) a radius of 2664.79 feet, for an arc length of 499.53 feet (chord = North 30° 20'24" West, 498.80 feet);

Thence North 25° 10'12" West, 100.47 feet;

Thence leaving said right of way and parallel to the South line of Government Lot 1, North 88° 55'48" West, 936.05 feet to the meander line of Lake Pend Oreille as defined in the original GLO Survey;

Thence along said meander line the following two (2) courses:

South 14° 25'48" East, 271.54 feet;

Thence South 46° 40'48" East, 378.00 feet to the intersection with the South line of Government Lot 1;

Thence along said South line South line South 88° 55'48" East, 748.52 feet to the Southeast corner of Government Lot 1;

Thence along the South line of the Northeast quarter of the Northwest quarter, South 88° 55'48" East, 139.54 feet to the true point of beginning.

To: **KATHY: 208.255.4183**

CALCULATIONS OF AMOUNTS DUE UNDER LOANS:

FOOOO
PEND ORELLE BONNER DEVELOPMENT HOLDINGS INC.
HIDDEN LAKES

Payment due date: 1st of the Month
 Note Loan Amount: \$24,200,000.00

Date	FOOOO	PEND ORELLE	Payment
02/15/07	Ink Advance	\$8,100,000.00	
03/15/07	PAYDOWN	(\$138,000.00)	
03/15/07	PAYDOWN	(\$100,000.00)	
	New Bal	\$5,864,000.00	
03/18/07	DRAW A	\$1,826,085.48	
	New Bal	\$7,490,085.48	
04/09/07	PAYDOWN	(\$631,125.00)	
	New Bal	\$6,858,970.48	
04/16/07	DRAW B	\$2,078,812.80	
	New Bal	\$8,937,783.28	
05/03/07	PAYDOWN	(\$240,975.00)	
	New Bal	\$8,696,808.28	
05/07/07	PAYDOWN	(\$332,775.00)	
	PAYDOWN	(\$178,508.00)	
	New Bal	\$8,185,533.28	
05/10/07	PAYDOWN	(\$308,825.00)	
	New Bal	\$7,876,708.28	
05/18/07	PAYDOWN	(\$455,175.00)	
	PAYDOWN	(\$187,000.00)	
	New Bal	\$7,233,533.28	
05/21/07	PAYDOWN	(\$344,250.00)	
	DRAW C	\$407,880.18	
	New Bal	\$7,297,163.46	
05/23/07	PAYDOWN	(\$286,875.00)	
	New Bal	\$7,010,288.46	
05/31/07	PAYDOWN	(\$573,750.00)	FROM TITLE TO BORROWER
	New Bal	\$6,436,538.46	
08/01/07	DRAW D	\$848,386.41	
	New Bal	\$7,385,934.87	
06/14/07	DRAW E	\$831,578.95	
06/14/07	PAYDOWN	(\$115,000.00)	FROM TITLE TO BORROWER
	New Bal	\$8,102,513.82	
07/17/07	DRAW F	\$4,820,044.54	
	DRAW G	\$82,021.01	
	New Bal	\$12,804,579.37	
07/20/07	PAYDOWN	(\$212,500.00)	
	New Bal	\$12,592,079.37	
07/30/07	DRAW H	\$4,335,053.24	
	New Bal	\$16,927,132.61	
08/09/07	DRAW I	\$108,182.95	
	New Bal	\$17,036,295.56	
08/17/07	PAYDOWN	(\$229,500.00)	
	New Bal	\$16,806,795.56	
08/23/07	PAYDOWN	(\$234,250.00)	
	PAYDOWN	(\$224,215.00)	
	PAYDOWN	(\$215,175.00)	
	New Bal	\$16,133,155.56	
08/27/07	PAYDOWN	(\$140,250.00)	
	New Bal	\$15,992,905.56	
09/14/07	PAYDOWN	(\$178,500.00)	
	PAYDOWN	(\$115,000.00)	
	New Bal	\$15,699,405.56	



REEVES001232

09/21/07	DRAW J	\$50,964.44	
	New Bal	\$16,769,360.00	
09/28/07	PAYDOWN	(\$470,478.00)	
	PAYDOWN	(\$682,275.00)	
	New Bal	\$14,726,610.00	
10/01/07	PAYDOWN	(\$455,175.00)	
	New Bal	\$14,271,435.00	
10/04/07	PAYDOWN	(\$924,025.00)	
	New Bal	\$13,747,410.00	
10/09/07	PAYDOWN	(\$353,281.00)	
	New Bal	\$13,394,129.00	
10/12/07	PAYDOWN	(\$371,025.00)	
		(\$531,875.00)	
		(\$309,825.00)	
	New Bal	\$12,161,804.00	
10/22/07	PAYDOWN	(\$443,700.00)	
	New Bal	\$11,737,904.00	
10/23/07	PAYDOWN	(\$371,025.00)	
	New Bal	\$11,366,879.00	
11/05/07	PAYDOWN	(\$371,025.00)	
	New Bal	\$10,995,854.00	
11/07/07	PAYDOWN	(\$401,625.00)	
	New Bal	\$10,594,229.00	
11/09/07	PAYDOWN	(\$400,987.50)	
	New Bal	\$10,193,241.50	
11/13/07	PAYDOWN	(\$889,000.00)	
	New Bal	\$9,224,241.50	
01/07/08	PAYDOWN	(\$294,625.00)	
	New Bal	\$8,929,716.50	
01/14/08	PAYDOWN	(\$15,957.34)	P0102,P0103,P0104
	New Bal	\$8,913,759.16	
02/25/08	PAYDOWN	(\$187,000.00)	
	PAYDOWN	(\$371,025.00)	
	New Bal	\$8,355,734.16	
03/31/08	PAYDOWN	(\$280,090.00)	
	New Bal	\$8,065,704.16	
04/15/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$7,775,704.16	
05/12/08	PAYDOWN	(\$11,220.00)	P0102,P0103,P0104
	New Bal	\$7,764,484.16	
07/16/08	PAYDOWN	(\$140,936.98)	
	New Bal	\$7,623,545.18	
08/01/08	PAYDOWN	(\$11,220.00)	P0102,P0103,P0104
	PAYDOWN	(\$290,000.00)	
	New Bal	\$7,322,325.18	
08/06/08	PAYDOWN	(\$1,150,000.00)	AITD P0107
	New Bal	\$6,172,325.18	
08/07/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$5,882,325.18	
08/21/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$5,592,325.18	
08/22/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$5,302,325.18	
10/07/08	PAYDOWN	(\$11,220.00)	P0102,P0103,P0104
	New Bal	\$5,291,105.18	
05/05/09	PAYDOWN	(\$906,416.64)	INSURANCE
	New Bal	\$4,324,688.54	
07/02/09	PAYDOWN	(2,640,474.03)	

REEVES001233

	New Bal	\$1,884,214.51		
09/15/09	PAYDOWN	(962,713.23)	<i>Palmer</i>	
	New Bal	\$1,921,501.28	<i>Jrs</i>	
10/28/09	PAYDOWN	(984,088.88)		
	New Bal	\$937,412.72	<i>adj</i>	ADJUSTMENT
11/23/09	PAYDOWN	(938.48)		
	New Bal	\$936,746.24	<i>Insurance</i>	
11/23/09	PAYDOWN	(358,598.59)		
	New Bal	\$278,147.85	\$2,781.48	
	Total Due 12/23/09		\$2,781.48	
	Balance	\$937,412.72	REM DRAW	\$0.00

REEVES001234

Loan No. P0106

NOTE SECURED BY MORTGAGE

\$2,700,000.00

August 1, 2008

In installments as herein stated, for value received, the undersigned, promises to pay to **PENSCO TRUST CO., custodian fbo BARNEY NG**, or order ("Lender"), at 201 Lafayette Circle, 2nd Floor, Lafayette CA 94549, or such other place as may be designated by Lender in writing, the principal sum of **TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$2,700,000.00)**, plus interest on the unpaid principal balance outstanding from time to time. On the first day of each calendar month during the term of this Note, the undersigned shall pay Lender a **MONTHLY INSTALLMENT** payment of interest equal to the interest which accrued during the preceding calendar month on the principal balance of this Note outstanding during such preceding calendar month. On the **MATURITY DATE** all unpaid principal and any accrued interest or other charges shall be due and payable in full.

The interest rate to be charged by Lender for the term of this Note shall be **TWELVE** per cent (12%) per annum, predicated upon a 360 day year.

This Note is for a term of twenty-four (24) full calendar months (plus the first partial month, if any) following the date of recordation of the deed of trust or mortgage securing this Note. The "**MATURITY DATE**" of this Note is the last day of the term.

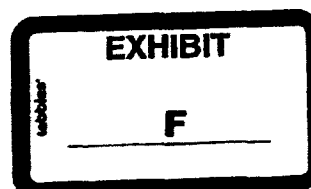
The "**MONTHLY INSTALLMENT**" payment for the term of this Note shall be an amount equal to interest only on the funded and outstanding principal balance of this Note from time to time.

PREPAID INTEREST: The undersigned agrees that at the time that the mortgage securing this Note records, the undersigned will pre-pay the first three (3) months interest on this Note. This prepaid interest is non-refundable, even if this Note is paid off during the first three (3) months during the term of this Note. If this Note is paid off during the first three (3) months during the term of this Note, no credit will be given for this pre-paid interest.

LOAN ORIGINATION POINTS: The undersigned agrees that Lender may retain the sum of \$189,000.00 as points for originating the loan in question. These points shall be deducted from the proceeds of the loan at the time of funding by Lender, and retained by Lender for its own account. These points will not be credited as payments towards principal, interest, or other amounts due under this Note.

BALLOON PAYMENT: This Note is payable in full on the **MATURITY DATE**. The payments required under this Note are not sufficient in amount to reduce the principal to zero on the **MATURITY DATE**, therefore, on the **MATURITY DATE** there will be a balloon payment equal to the unpaid principal plus all accrued and unpaid interest and other charges. **THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT LENDER IS NOT OBLIGATED TO REFINANCE THE LOAN EVIDENCED BY THIS NOTE.**

NOTE #P0106 (8-1-08)



Page 1 of 4

PREPAYMENT: Except potentially for the loss of the prepaid interest, this Note may be pre-paid in whole or in part at any time and from time to time without premium or penalty.

LATE CHARGE: If any sum, except a balloon payment, due hereunder is delinquent more than 10 days, the undersigned shall pay a late charge on each such sum of 10% of the delinquent amount. If any balloon payment (defined as a payment which is more than double the regular MONTHLY INSTALLMENT) is delinquent more than 10 days, then for each month that the balloon payment remains unpaid the undersigned shall pay a monthly late charge equal to the late charge which could be assessed on the largest regular MONTHLY INSTALLMENT due under this Note. All late charges are to be paid immediately upon demand.

UNPAID CHECKS: If any check given to Lender is returned by the bank unpaid, the undersigned shall pay an unpaid check charge of \$25.00. This amount is in addition to any late charge or default interest which may be applicable. If, during the term of this Note, two or more checks are returned by the bank unpaid, at any time thereafter Lender can require that all future payments be by cashier's check.

DUE ON SALE OR ENCUMBRANCE: This Note is secured by a MORTGAGE ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING which contains the following provision, the terms of which are incorporated herein by this reference: "Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person."

APPLICATION OF PAYMENT; COSTS OF COLLECTION: Each payment and each prepayment (if any) on this Note shall be credited first to interest or other charges then due and payable to Lender and the remainder to principal, and interest shall thereupon cease upon the principal so credited. All costs, expenses, advances and/or attorney's fees incurred by Lender relating to this Note or the deed of trust, mortgage, or security agreement securing this Note shall be immediately owed by the undersigned to Lender. All such advances, expenses, and/or attorney's fees (which attorney's fees are related to the enforcement or collection, but not the preparation or negotiation, of this Note) shall accrue interest at the rate stated in this Note from the date incurred until paid. If any amounts which are payable under this Note are not paid when due, the undersigned promises to pay, in addition to the principal and interest due under this Note, all costs of collection and any reasonable attorney's fees incurred by the Lender, whether or not suit is filed or

foreclosure is commenced.

MISCELLANEOUS: A failure of the undersigned to fulfill any of the obligations contained in this Note, the deed of trust, mortgage, or security agreement securing this Note, any loan agreement between the parties, or any other agreement between the parties, shall also be deemed a default under the provisions of this Note. Upon default under the provisions of this Note, Lender may declare the outstanding principal amount of this Note and the interest accrued thereon, and all other sums secured by the deed of trust, mortgage, or security agreement to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice. Principal and interest is payable in lawful money of the United States of America. As an inducement to cause Lender to make this loan, the undersigned represents that the undersigned has the financial ability to make the payments stated herein. The undersigned consents to all renewals, replacements, and extensions of time for payment hereof and waives notice, demand, protest and any applicable statute of limitations. Liability under this Note and any deed of trust, mortgage, or security agreement relating to this Note shall be joint and several. This Note shall inure to the benefit of and be binding on the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Note shall be governed by and construed in accordance with the laws of the state in which the real property encumbered by the deed of trust or mortgage securing this Note is located (without regard to any conflict of laws or principles) and the applicable laws of the United States of America.

COMPOUNDING: Any interest or other charge which becomes due under this Note or the deed of trust, mortgage, or security agreement securing this Note which remains due for more than one month shall accrue interest as of the date the interest or other charge was otherwise due at the same rate and upon the same terms as the principal under this Note.

RECOURSE OTHER THAN SECURITY: This Note shall be non-recourse against the undersigned, meaning that Lender shall not seek to obtain a deficiency judgment against the undersigned in the event that the proceeds resulting from the foreclosure of any deed of trust, mortgage, or security agreement relating to this Note are inadequate to pay off this Note and all related indebtedness of the undersigned to Lender. Notwithstanding the generality of the foregoing, the undersigned shall be fully liable to Lender for waste, or damages suffered by Lender as a result of fraud by the undersigned in connection with the delivery of this Note, or fraud in the performance of the undersigned's obligations under this Note or any deed of trust, mortgage, or security agreement relating to this Note. Nothing contained herein shall prejudice the right of Lender to foreclose any deed of trust, mortgage, or security agreement relating to this Note or to recover (a) any rents, issues, or profits under the provisions of any deed of trust, mortgage, or security agreement relating to this Note, (b) any tenant security deposits, advance or prepaid rents or other similar sums paid to or held by the undersigned or any other person, (c) any insurance proceeds or awards resulting from condemnation or the exercise of the power of eminent domain, and (d) any attorney's fees or court costs incurred by Lender. Nothing contained herein shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness evidenced by this Note or otherwise affect or impair the enforceability of this Note or the deed of trust, mortgage, or security agreement relating to this Note.

DEFAULT INTEREST RATE: If this Note or the deed of trust, mortgage, or security agreement securing this Note is in default for more than one month, then the interest rate on this Note during the period of such default shall be automatically increased, effective as of the date of default and continuing until the default is cured, to an amount equal to the interest rate stated on the first page of this Note plus five percent (5%).

SECURITY: This Note is secured by one or more deeds of trust, mortgages, or security agreements of even date.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

PEND OREILLE BONNER
DEVELOPMENT, LLC, a Nevada limited
liability Company
By: PEND OREILLE BONNER
DEVELOPMENT HOLDING, INC., a Nevada
corporation, its managing member

By: 
Charles W. Reeves, President

FATCD
239217

WHEN RECORDED MAIL TO
BAR K, INC.
201 LAFAYETTE CIRCLE
2nd FLOOR
LAFAYETTE CA 94549

FILED BY
2008 AUG -6 P 3:33
90⁰⁰
MARIE SCOTT
BONNER COUNTY RECORDER
CB DEPUTY

Loan No. P0106

756394

756395

756396

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

Assignment of Rents, Security Agreement, and Fixture Filing

This "Mortgage" is dated as of August 1, 2008.

The "Mortgagor" under this Mortgage is Pend Oreille Bonner Development, LLC, a Nevada limited liability company.

The Mortgagor's address for notice is 6900 South McLarran Blvd, Suite 1010, Reno, Nevada 89509.

The "Mortgagee" under this Mortgage is PENSICO TRUST CO., custodian fbo BARNEY NG.

Mortgagor has contracted to borrow from Mortgagee the principal sum of \$2,700,000.00 and is indebted to Mortgagee for so much of said loan as Mortgagee shall disburse to Mortgagor from time to time. This debt is evidenced by a NOTE SECURED BY MORTGAGE of even date herewith, with a maturity date on the date that that is the last day of the twenty-fourth (24th) full calendar month (plus the first partial month, if any) following the date of recordation of this Mortgage (the "Maturity Date").

This Mortgage is intended also as a fixture, minerals, and timber filing and is to be indexed as such in the real estate records.

First American Title
2008 AUG -6 P 3:33
90⁰⁰
MARIE SCOTT
BONNER COUNTY RECORDER
CB DEPUTY

FILED BY
First American Title
2008 AUG -6 P 3:33
90⁰⁰
MARIE SCOTT
BONNER COUNTY RECORDER
CB DEPUTY

MORTGAGE #P0106 (8-1-08)

EXHIBIT
G

Page 1 of 30

This Mortgage is dated as the day and year first set forth on page 1 hereof by Mortgagor to Mortgagee, and it shall be effective and binding upon recordation.

WITNESSETH:

Mortgagor has executed an All-Inclusive Note Secured by Mortgage ("Note") of even date herewith in favor of Mortgagee. The principal amount under the Note is \$2,700,000.00. The advancement of the principal amount by Mortgagee to Mortgagor is herein referred to as the "Loan." Interest on the principal accrues at the rate of twelve percent (12%) per annum, with all principal and accrued and unpaid interest being due in full on the Maturity Date.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor, acknowledging the benefits to them of the Loan, hereby irrevocably GRANTS, BARGAINS, SELLS and CONVEYS unto Mortgagee and Mortgagee's respective heirs and assigns, with right of entry and possession, all of Mortgagor's present and hereafter acquired estate, right, title and interest in, to and under all real and personal property of Mortgagor located in Bonner County, Idaho now owned or hereinafter acquired, including, without limitation, that property more specifically identified in EXHIBIT A of this Mortgage (the "Premises").

Mortgagor further grants and assigns unto Mortgagee, and Mortgagee's respective heirs and assigns, a first lien and security interest in and to the all of Mortgagor's rights, title, and interest in the Premises and property and property rights appurtenant to, located on, existing in conjunction with the Premises (the "Mortgaged Property") including:

A. All and singular the easements, rights-of-way, water rights or every kind and nature (including but not limited to claims, decrees, applications, permits, licenses, storage rights, ditches and ditch rights, riparian and littoral rights), rights to timber to be cut, minerals and mineral rights, rights of use or occupancy, privileges, franchises, tenements, appendages, hereditaments and appurtenances and all other rights thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired, and

B. All fixtures, structures, buildings and improvements of every kind and description now or at any time hereafter located on the Premises (hereinafter referred to as the "Improvements"), including but not limited to all fences, sheds, barns, out buildings, corrals and animal chutes, fixed irrigation equipment and pumps, wells, and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Premises or any portion thereof; and

C. All right, title and interest of Mortgagor in and to all streets, railways, roads, and public places, opened or proposed, and all easements and rights-of-way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Premises; and

D. All of the royalties, rents, issues, profits, revenue, income and other benefits of the Premises, or arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining thereto (collectively the "Profits"), and all right, title and interest of Mortgagor in and to all leases ("Leases") of the Premises now or hereafter entered into with all right, title and interest of Mortgagor thereunder; subject to, however, the provisions contained in Section 1.9 hereof;

E. All plans, specifications, drawings, engineering or similar studies or calculations, tests, surveys, designs, or related materials pertaining to the Premises;

F. All entitlements, permits, approvals, pending applications, rights to utilize or hook up to utilities, or agreements relating to the use or development of the Premises;

G. All agreements (including agreements relating to washers, dryers, and vending machines), contracts, escrows, escrow deposits, and other arrangements, now or hereafter entered into, respecting or pertaining to the use, occupation, construction, management or operation of the Premises;

H. All tradenames, trademarks, service marks, logos, copyrights, goodwill, books, and records and all other general intangibles relating to or used in connection with the operation of the Premises;

I. All accounts, accounts receivable, books, records, documents, instruments, chattel paper, claims, warranties, general intangibles, deposit accounts, actions, claims, suits, judgments, proofs of claim in bankruptcy, and causes of action which now or hereafter relate to, are derived from, or are used in connection with the Premises or any personalty related to the Premises;

J. All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

K. All unsold memberships in any golf, ski, boating, hunting, or other similar organization servicing the owners, occupants, guests, or invitees at the Premises.

TO HAVE AND TO HOLD the Mortgaged Property for the purposes and uses herein expressed and FOR THE PURPOSE OF SECURING, in such order of priority as Mortgagee may elect:

1. Payment of the aggregate of the unpaid principal balance of the Note, all interest accrued and accruing thereon, and all other charges under the Note and any and all modifications, extensions or renewals thereof.

2. Due, prompt, and complete observance, performance, and discharge of all obligations of the Mortgagor under this Mortgage and any and all modifications, extensions or renewals of this Mortgage.

3. Due, prompt, and complete observance, performance, and discharge of all obligations of the Mortgagor under any other Mortgage, Security Agreement, Fixture Filing, Loan Agreement, or other instrument given to further secure or evidence the indebtedness under the Note, and any and all modifications, extensions or renewals thereof (the "Other Mortgages").

The foregoing obligations are referred to herein as the "Secured Obligations."

ARTICLE 1.

COVENANTS OF MORTGAGOR

Mortgagor covenants, warrants and agrees to and with Mortgagee as follows:

1.1 Mortgagor will pay the principal and all other sums becoming due with respect to the Note at the time and place and in the manner specified in the Note, according to the terms thereof.

1.2 Mortgagor has good and marketable title to the Mortgaged Property subject to no lien, charge or encumbrance except for the lien of this Mortgage and those exceptions set forth in the commitments for title insurance and policies of title insurance provided for herein; this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property. Mortgagor has lawful authority to grant, assign, transfer and mortgage its interest in the Mortgaged Property in the manner and form hereby done or intended. Mortgagor will preserve its interest in and title to the Mortgaged Property and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, unless Mortgagor provides prior written consent to subordination of its priority. Mortgagor shall promptly and completely observe, perform and discharge each and every obligation, covenant and agreement affecting the Mortgaged Property whether the same is prior and superior or subject and subordinate thereto.

1.3

(a) Mortgagor will, at its own cost and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, Mortgagor will execute and deliver, and after the occurrence and during the continuance of an Event of Default hereby authorizes Mortgagee to execute to the extent Mortgagor may lawfully do so, one or more financing statements or comparable security instruments to evidence more effectively the lien hereof upon the Mortgaged Property.

(b) Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage, any modification or addition supplemental hereto, any security instrument with respect to the Mortgaged Property, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and

governmental charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any supplements hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance.

1.4 Mortgagor will maintain insurance with responsible and reputable insurers in such amounts and covering such risks as are reasonably requested by Mortgagee to protect the interests of Mortgagee in the Mortgaged Property, and in the case of liability insurance shall name the Mortgagee as additional insureds, and with respect to the Mortgaged Property such insurance shall name the Mortgagee as loss payees and additional insureds. The Mortgagor will furnish the Mortgagee with certificates or other evidence of all insurance covering the Mortgaged Property. All insurance policies shall provide that they shall not, with respect to the Mortgagor or Mortgaged Property, be terminated or cancelled, nor shall, with respect to the Mortgagor or Mortgaged Property, the coverages or amounts thereunder or thereof be reduced, without at least thirty (30) days' prior written notice to Mortgagee and shall protect the Mortgagee from any breach of warranty by Mortgagor in connection therewith. Receipt of notice of termination or cancellation of any such insurance policies or reduction of coverages or amounts thereunder, with respect to the Mortgagor or Mortgaged Property, without receipt prior to the termination, cancellation or reduction date of evidence of renewals or replacements of such policies or of increase of such coverages or amounts, as the case may be, shall entitle the Mortgagee to renew any such policies, cause the coverages and amounts thereof to be maintained at levels satisfactory to Mortgagee or otherwise to obtain similar insurance in place of such policies, in each case at the expense of the Mortgagor. Mortgagor will promptly notify Mortgagee in writing after any loss or damage to the Mortgaged Property, including but not limited to any loss or damage covered by any insurance.

1.5 Mortgagor, upon obtaining knowledge of the pendency or institution of any proceedings for the condemnation of the Premises or any portion thereof or knowledge of any casualty damage to the Mortgaged Property or damage of any kind, will promptly notify Mortgagee in writing thereof. Mortgagee may participate in any proceedings and join Mortgagor in adjusting any loss covered by insurance. All compensation, awards, proceeds, damages, claims, rights of action, and payments to which Mortgagor may become entitled ("Awards") shall be paid over to Mortgagee to the extent that the amount thereof does not exceed the Secured Obligations. Notwithstanding the foregoing, any Award that does not exceed \$10,000.00 shall be paid over to Mortgagor, provided that Mortgagor shall promptly repair any damage to Improvements occasioned by any condemnation or casualty that gave rise to such Award. Mortgagee shall have the sole and absolute discretion, notwithstanding the fact that the security given hereby may not be impaired by a partial condemnation, to apply any part or all of the Award collected by it in connection with any condemnation proceeding (i) upon any indebtedness secured hereby and in such order as Mortgagee may determine, or (ii) without reducing the indebtedness secured hereby, to the reimbursement of Mortgagee for expenses incurred by them in the restoration of the Mortgaged Property. Such application shall not cure or waive any default or notice of default hereunder or

invalidate any act done pursuant to such notice. Mortgagor shall not be required to repair any damage to Improvements occasioned by any condemnation or casualty if the Award with respect thereto is collected by Mortgagee and is not applied by Mortgagee to reimburse Mortgagor for its expenses in conjunction with such condemnation or casualty.

1.6

(a) Mortgagor shall promptly pay and discharge all taxes, assessments and other governmental charges on the Mortgaged Property prior to the date on which substantial penalties are attached thereto, or establish adequate reserves for the payment of such taxes, assessments and other governmental charges, and make all required withholding and other tax deposits, except to the extent that such taxes, assessments or other governmental charges or levies are being actively contested in good faith by appropriate proceedings and are adequately reserved against.

(b) Mortgagor will pay, from time to time when the same shall become due, all lawful claims and demands which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof, or on the revenues, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien hereof and its priority shall be fully preserved and so that the Mortgaged Property shall remain unencumbered at the sole cost of Mortgagor, without expense to Mortgagee. Provided, however, that Mortgagor may, at Mortgagor's sole expense, dispute any such claim or lien is a good faith basis for dispute exists, provided that Mortgagor shall obtain a bond sufficient to release any such lien prior to the foreclosure of any such lien.

1.7 All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the granting clause hereof, and at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

1.8 This Mortgage shall constitute a security agreement with respect to any part of the Mortgaged Property that is "fixtures" and any other part of the Mortgaged Property that constitutes tangible or intangible personal property (including, without limitation, all proceeds and products of the Premises) and Mortgagor hereby grants to Mortgagee a first priority security interest in said collateral. Mortgagor hereby

authorizes Mortgagee to file with the appropriate filing officer or office at Mortgagor's sole cost and expense such security agreements, financing statements or other instruments as Mortgagee may reasonably request or require in order to impose or perfect the lien or security interest created hereby more specifically thereon. In the event of a default under this Mortgage or the Other Mortgages, Mortgagee shall be entitled to foreclose its security in said collateral in the manner provided by law.

1.9 Mortgagor will not execute any lease of all or part of the Mortgaged Property without Mortgagee's prior written consent, which consent shall be given or withheld in Mortgagee's sole and absolute discretion, and will at all times promptly and faithfully perform or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Mortgaged Property now or hereafter existing on the part of the lessor thereunder to be kept and performed.

1.10 Without the prior written consent of Mortgagee being first had and obtained, which consent shall be granted or withheld in Mortgagee's sole and absolute discretion, Mortgagor will not execute or deliver any pledge, security agreement, mortgage or deed of trust or similar security instrument covering all or any portion of the Mortgaged Property or any interest therein ("Subordinate Mortgage").

1.11 Mortgagor will not commit any waste on the Premises. Mortgagor will not materially change the use of the Mortgaged Property. Mortgagor will not make any application to any federal, state or local governmental authority ("Governmental Authority") for a change in zoning or a change in any other similar law, ordinance, statute, rule, order, decree, directive or regulation ("Laws") affecting the Mortgaged Property nor will Mortgagor consent to any such change without the prior written consent of Mortgagee, which consent shall be granted or withheld in the sole discretion of Mortgagee, except for or with respect to any change which would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of Mortgagor, or otherwise on the ability of Mortgagor to carry out its obligations under the Note and this Mortgage, or a change which is required for the development of the Property. Mortgagor will at all times comply in all material respects with all Laws of any Governmental Authority having or exercising jurisdiction over the Premises or otherwise affecting the Mortgaged Property or any portion thereof, will maintain and keep the Improvements and Mortgaged Property in good operating order and condition, and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to that end.

1.12 Mortgagor will, at any reasonable time and from time to time, upon notice to the Mortgagee, permit the Mortgagee or its representatives to inspect the Mortgaged Property.

1.13 Mortgagee shall be subrogated, notwithstanding their release of record, to any liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Mortgaged Property to the extent that the same are paid or discharged by Mortgagee or from the proceeds of the loan evidenced by the Note.

1.14 Without affecting the liability of Mortgagor or of any other person who is or shall become bound by the terms of this Mortgage or who is or shall become liable for the performance of any obligation secured hereby, Mortgagee may, in such manner, upon such terms and at such times as they deem best and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, accept additional security therefor, and alter, substitute or release any property securing such performance. No exercise or non-exercise by Mortgagee of any of its rights under this Mortgage, no dealing by Mortgagee with any person, firm or corporation and no change, impairment, loss or suspension of any right or remedy of Mortgagee shall in any way affect any of the obligations of Mortgagor hereunder or any security furnished by Mortgagor, or give either Mortgagor any recourse against Mortgagee.

1.15 Except for a sale resulting in a partial reconveyance in accordance with the provisions Section 1.21 of this Mortgage, Mortgagor shall not sell, assign, transfer or encumber in any way Mortgagor's interest or any portion thereof in the Mortgaged Property, without the prior written consent of Mortgagee.

1.16 Mortgagor will not cause, permit or suffer any default or Event of Default under the Note, this Mortgage or the Other Mortgages or any other document or instrument securing or pertaining to the Note.

1.17 Mortgagor will comply with all applicable Environmental Laws, except to the extent that any noncompliance would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of the Mortgagor, or otherwise on the ability of Mortgagor to carry out its obligations under the Note; and Mortgagor will provide to Mortgagee, promptly upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any source asserting or alleging a circumstance or condition which requires or is reasonably likely to require a financial contribution by the Mortgagor under any Environmental Laws or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of any Environmental Laws. In the event of any such circumstance, the Mortgagor agrees to permit the Mortgagee or any independent agent selected by the Mortgagee to conduct an environmental assessment at the Mortgagor's expense but in such a manner so as not to unreasonably interfere with the business operations of the Mortgagor. This provision shall not relieve the Mortgagor from conducting its own environmental investigations or taking any other steps necessary to comply with any Environmental Laws.

1.18 Mortgagor will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except when the failure to so comply would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of the Mortgagor or either of them, or otherwise on the ability of the Mortgagor to carry out their obligations under the Note.

1.19 If Mortgagor's interest in the Mortgaged Property, or any portion thereof, is that of a lessee, then Mortgagor shall: (i) pay prior to delinquency all rent and other charges that fall due under the provisions of such lease; (ii) fully, faithfully, and punctually observe and perform all other terms, covenants, agreements, and conditions required of it under the terms of such lease; (iii) promptly notify Mortgagee, in writing, of the default by Mortgagor or the lessor under any provisions of such lease, or of the occurrence of any event which, with notice or the passage of time, would constitute a default under such lease; (iv) promptly cause any notice which it receives from the lessor under such lease to be delivered to Mortgagee; (v) if any indebtedness secured by this Deed of Trust remains unpaid at a time when notice may or must be given by Mortgagor of the exercise of any right or option to extend the term of such lease, then Mortgagor shall promptly give notice of the exercise of such right or option in accordance with the provisions of such lease; (vi) promptly notify the lessor under such lease of the existence and execution of this Mortgage and the name and address of Mortgagee; and (vii) not terminate (including a termination or rejection as a part of any bankruptcy or similar proceeding), cancel, surrender, modify, change, alter, or amend such lease, either orally or in writing, without the written consent of Mortgagee. Without imposing any obligation upon Mortgagee to do so, Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact to perform any or all of the foregoing acts to the extent necessary to preserve and protect Mortgagor and/or Mortgagee's interest in said leasehold estate.

1.20 Except for a sale resulting in a partial reconveyance in accordance with the provisions of section 1.21 of this Mortgage, Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person.

1.21 Mortgagee will issue a partial release or reconveyance as to the lien of this Mortgage as to any lot sold by Mortgagor resulting in a payment by Mortgagor to either MORTGAGE FUND '08 LLC or R.E. LOANS, LLC in accordance with the provisions of any loan agreements between Mortgagor and MORTGAGE FUND '08 LLC or R.E. LOANS, LLC.

ARTICLE 2.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default ("Event of Default") hereunder:

2.1 The Mortgagor shall fail to pay interest or the principal amount of the Note when due, or any fee or other amount payable under the Note, hereunder or under either of the Other Mortgages, on the due date thereof.

2.2 Any representation or warranty by the Mortgagor shall prove to have been incorrect when made in any material respect.

2.3 The Mortgagor shall fail to perform or observe any non-payment term, covenant or agreement contained in this Mortgage, the Note, or any Other Mortgages, on their part to be performed or observed, which failure has not been cured by the Mortgagor within any applicable cure period as may be provided for.

2.4 The sale, assignment, lease or other disposition of all or substantially all of the Mortgaged Property, or the property encumbered by either of the Other Mortgages, other than in compliance with this Mortgage or the Other Mortgages.

2.5 The occurrence of any other event of default as defined in the Note or the Other Mortgages.

ARTICLE 3.

REMEDIES

Upon the occurrence and during the continuance of any Event of Default, Mortgagee, and either and both of them, shall have the following rights and remedies:

3.1 Mortgagee may declare the entire principal of the Note then outstanding to be due and payable immediately, and, notwithstanding the stated maturity in the Note or any other term or provision of the Note or this Mortgage to the contrary, the outstanding principal amount of the Note shall become and be immediately due and payable.

3.2 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee in person or by agent may, without any obligation so to do and without

notice or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder (i) make any payment or do any act which Mortgagor has failed to make or do; (ii) enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; (iii) make or enforce, or, if the same be subject to modification or cancellation, modify or cancel any leases of the Mortgaged Property or any part thereof upon such terms or conditions as Mortgagee deem proper; and (iv) obtain and evict tenants, and fix or modify rents, make repairs and alterations and do any acts which Mortgagee deem proper to protect the security hereof. The entering upon and taking possession of the Mortgaged Property, the collection of any rents, royalties, issues, profits, revenue, income or other benefits and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice, and, notwithstanding continuance in possession of the Mortgaged Property, or any part thereof, by Mortgagor, Mortgagee or a receiver, and the collection, receipt and application of rents, royalties, issues, profits, revenue, income or other benefits, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law upon or after the occurrence and during the continuance of an Event of Default. Any of the actions referred to in this Section may be taken by Mortgagee, or either of them, in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court, and any such action may also be taken without regard to the adequacy of the security for the indebtedness hereby secured. Further, Mortgagee, at the expense of Mortgagor, may from time to time maintain and restore the Mortgaged Property or any part thereof as Mortgagee may reasonably deem desirable and may insure the same.

3.3 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee shall be entitled, without notice and to the full extent provided by law, to the appointment by a court having jurisdiction of a receiver to take possession of and protect the Mortgaged Property or any part thereof, and operate the same and collect the rents and profits.

3.4 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to enforce any of the covenants and agreements hereof. By virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, subject to any rights of redemption provided by law, and shall be a perpetual bar, both at law and in equity, against Mortgagor and any and all persons claiming or who may claim the same or any part thereof from, through or under Mortgagor subject to any rights of redemption provided by law.

3.5 Upon any sale or sales made under or by virtue of this Article 3, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the

indebtedness or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the costs of the judicial proceedings, if any, with interest at the Default Rate (as defined in the Note) and any other sums which Mortgagee are authorized to deduct under this Mortgage.

3.6 Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any of their property, or of the Mortgaged Property or any part thereof, if Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage, including, but not limited to, the Profits.

3.7 No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein, and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient.

3.8 Upon the occurrence of and during the continuance of any Event of Default, and if Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagor agree to, upon demand by Mortgagee, vacate and surrender possession of the Mortgaged Property to Mortgagee, or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of leased premises for non-payment of rent, however designated.

3.9 In the event ownership of the Mortgaged Property or any portion thereof becomes vested in a person other than the Mortgagor herein named, Mortgagee may, without notice to the Mortgagor herein named, whether or not Mortgagee have given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby, and in the same manner as with the Mortgagor herein named, without in any way vitiating, discharging or waiving Mortgagor' liability hereunder, for the indebtedness hereby secured or any Event of Default to the extent portion of ownership of the Mortgaged Property has become so vested.

3.10 In the event that there be a judicial sale hereunder and if at the time of such sale Mortgagor, or their heirs or assigns, be occupying the Premises and Improvements or any part thereof so sold, each and all shall immediately become the tenant of the purchaser at such sale which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a rental per day based upon the value of the Premises and Improvements, such rental to be due daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of said Premises and Improvements and this agreement and the

trustee's deed shall constitute a lease and agreement under which any such tenant's possession arose and continued.

3.11 In the event of an Event of Default under any of the Note, this Mortgage or the Other Mortgages, Mortgagee may foreclose or exercise any right or remedy provided hereunder. Upon Mortgagor's default under this Mortgage or any Other Mortgage, or upon any failure of Mortgagor to make payments or to satisfy his obligations under the Note, Mortgagee, at its election, may foreclose and exercise its rights and remedies under any one or more of this Mortgage and the Other Mortgages.

3.12 This Mortgage also constitutes a security agreement, on all of the terms and conditions set forth herein, to the extent that any of the Mortgaged Property is severable from the real property ("Collateral"). Mortgagor agrees that, as to the Collateral, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, as well as all other rights and remedies available at law or in equity. Mortgagor agrees to execute and deliver on demand, and irrevocably authorizes, constitutes, and appoints Mortgagee the attorney-in-fact of Mortgagor to execute, deliver, and/or file, any security agreements, financing statements, continuation statements, or other instruments that Mortgagee may require to impose, perfect, or continue the perfection of the lien or security interest created by this Mortgage. On the occurrence of any default under the provisions of the Note, this Mortgage, or any other agreement secured by this Mortgage, Mortgagee shall have the right to enforce any and all of the rights and/or remedies of a secured party under the Uniform Commercial Code including, without limitation: (i) the right to require Mortgagor to immediately assemble all or any portion of the Collateral and to make the same available to Mortgagee at any place designated by Mortgagee; (ii) the right to immediately take physical possession of all or any portion of the Collateral wherever it may be found, using all necessary lawful force to do so, and to exclude Mortgagor from such possession, and Mortgagor waives all claims to damages arising from or connected with any such taking or exclusion; (iii) the right to proceed with the foreclosure sale of all or any portion of the Collateral, from time to time, in any manner as may be permitted by Uniform Commercial Code, Idaho Code, Idaho Rules of Civil Procedure, or any other applicable statute, rule, or code; and, in Mortgagee's discretion, to operate all or any portion of the Collateral as a going concern pending the completion of any foreclosure sale; and (iv) the right to sell all or any portion of the Collateral at one or more public or private sales with or without having said Collateral at the place of sale, and upon such terms and in such manner as Mortgagee may determine, and Mortgagee is authorized to purchase the same at any such sale. Prior to any sale, Mortgagee may, at its option, repair or recondition all or any portion of the Collateral to such extent as Mortgagee may deem advisable and any sums expended therefore by Mortgagee shall be immediately repaid by Mortgagor. Expenses of retaking, holding, and preparing for sale, selling, or the like will be borne by Mortgagor and will include Mortgagee's and Mortgagee's attorney fees and legal expenses. Mortgagee will give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of the Collateral or of the time of or after which any private sale or any

other intended disposition is to be made. If the notice is sent to Mortgagor in the manner provided for the mailing of notices in this Mortgage, it is deemed reasonable notice to Mortgagor.

3.13 This Mortgage constitutes a financing statement filed as a fixture filing, and it shall be recorded in the Official Records of the County Recorder of the county in which the Mortgaged Property is located with respect to all fixtures included within the term "Mortgaged Property" as used in this Mortgage and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures. The address of Mortgagee, from which information concerning this security interest may be obtained, is set forth in the upper left corner of page 1 of this Mortgage.

ARTICLE 4.

MISCELLANEOUS

4.1 In the event any one or more of the provisions contained in this Mortgage or in the Note 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, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

4.2 If the lien of this Mortgage is invalid or unenforceable, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Mortgagor's obligations shall be considered to have been completely paid prior to the payment of the remaining and secured portion of the obligations secured hereby, and all payments made on the Mortgagor's obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Mortgagor's obligations which are not secured or fully secured by the lien of this Mortgage.

4.3. The granting of consent by the Mortgagee to any transaction as required by the terms hereunder shall not be deemed a consent to past, future, or successive transactions.

4.4 Mortgagor shall pay or reimburse Mortgagee for all reasonable expenses incurred by Mortgagee before and after the date of this Mortgage with respect to any and all actions, matters or transactions arising out of or related to this Mortgage. Mortgagor acknowledges that from time to time the Mortgagor may receive statements for such expenses, including, without limitation, attorneys' fees and disbursements. Mortgagor shall pay such statements promptly upon receipt.

4.5 Mortgagor shall indemnify and hold harmless the Mortgagee from and against all claims, damages, losses and liabilities (including, without limitation,

reasonable attorneys' fees and expenses) arising out of or based upon any matter related to the Mortgaged Property and the occupancy, ownership, maintenance or management of the Mortgaged Property by the Mortgagor. The Mortgagor further shall be personally and solely responsible for and shall indemnify and hold harmless the Mortgagee from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the breach of any representation, warranty or covenant contained in this Mortgage or the Note relating to the Environmental Laws or the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous substances on, under or about any of the Mortgaged Property owned or leased by the Mortgagor, including without limitation (1) all consequential damages, (2) the costs of any required or necessary repair, cleanup or detoxification of the property and (3) all reasonable costs and expenses incurred by the Mortgagee or either of them in connection therewith, including but not limited to reasonable attorney's fees. The indemnifications in this paragraph are personal to the Mortgagor notwithstanding the general non-recourse nature of the Note and shall be in addition to any other liability that the Mortgagor may otherwise have to the Mortgagee and these indemnifications shall survive any foreclosure of this Mortgage and the satisfaction of the indebtedness secured hereby.

4.6 All written notices expressly provided hereunder to be given by Mortgagee to Mortgagor and all notices and demands of any kind or nature whatsoever which Mortgagor may be required or may desire to give or serve on Mortgagee shall be in writing and shall be served by personal delivery, telecopier, overnight courier or by registered or certified U.S. mail, return receipt requested, to the address set forth on the first page of this Mortgage. Any such notice or demand so served shall be deemed complete on the day of actual delivery if sent by personal delivery, telecopier, or overnight courier, or upon the date posted on the receipt if sent by certified mail. Changes in address may be made with written notice thereof to all other parties in accordance with the terms hereof.

4.7 All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the heirs and permitted assigns of Mortgagor and the heirs of Mortgagee, and the permitted endorsees, permitted transferees, successors and permitted assigns of Mortgagee.

4.8 This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

4.9 The prevailing party in any legal action brought by one party against the other and arising out of this Mortgage or the Note shall be entitled, in addition to any other rights and remedies he may have, to reimbursement for their expenses including court costs and reasonable attorney fees.

4.10 This Mortgage is to be construed and enforced according to the laws of the State of Idaho.

4.11 Upon satisfaction in full by Mortgagor of all of their obligations under the Note and this Mortgage, Mortgagee shall cause this Mortgage to be released of record.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

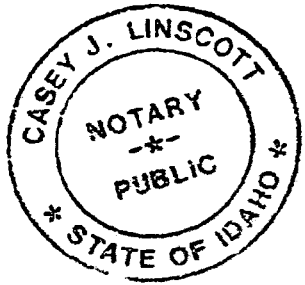
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date set forth above.

PEND OREILLE BONNER
DEVELOPMENT, LLC, a Nevada limited
liability Company
By: PEND OREILLE BONNER
DEVELOPMENT HOLDING, INC., a
Nevada corporation, its managing member

By: 
Charles W. Reeves, President

STATE OF Idaho
COUNTY OF Bonner

BEFORE ME this 5th day of Aug, 2008, personally appeared Charles W. Reeves, to me personally known to be the person who is described in and who executed the above instrument and acknowledged that he is the manager of the limited liability company named above and that he is authorized as the manager of said company to execute the foregoing on behalf of said company and that he executed the same of his own free will to bind said company.



[Signature]
Notary Public
Comm Exp: 12/1/2013

EXHIBIT A

PARCEL 1:

A tract of land located in Section 36, Township 58 North, Range 1 West AND Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

That portion of said Sections 36 and 31 lying East of Pack River Road, a county road, West of the Pack River, North of State Highway No. 200, and South of the South line of Government Lot 1 of said Section 31 and South of the South line of the Northeast quarter of the Northeast quarter of said Section 36;

LESS that land included in the Plat of Hidden Lakes Subdivision as recorded in Book 4 of Plats, page 64, records of Bonner County, Idaho.

ALSO LESS a parcel of land in Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho more particularly described as follows:

Commencing at the Southeast corner of said Section 36; Thence North $52^{\circ} 11' 33''$ West 953.40 feet (record per Instrument No. 457973 North $54^{\circ} 29' 10''$ West, 1010.58 feet) to a point on the Northerly right of way of State Highway No. 200 and the true point of beginning; Thence North $01^{\circ} 19' 29''$ West, 244.70 feet (record per Instrument No. 457973 = North $01^{\circ} 07' 07''$ East, 244.28 feet); Thence South $88^{\circ} 04' 08''$ West, 348.50 feet (record per instrument No. 457973 South $87^{\circ} 52' 03''$ West, 348.49 feet); Thence South $01^{\circ} 19' 12''$ West, 250.00 feet (record per instrument No. 457973 = South $01^{\circ} 07' 07''$ West, 250.00 feet) to the Northerly right of way of State Highway No. 200; Thence along said right of way North $80^{\circ} 34' 19''$ East 66.04 feet (record per Instrument No. 457973 = North $79^{\circ} 46' 41''$ East, 66.62 feet); Thence on a curve to the right having a central angle of $05^{\circ} 47' 35''$ and a radius of 2803.37 feet, for an arc distance of 283.45 feet (record per Instrument No. 457973 = a central angle of $05^{\circ} 47' 02''$ and an arc length of 282.99 feet) to the true point of beginning.

ALSO LESS a tract of land in the Southeast Quarter of the Southeast quarter (SE1/4 SE1/4) of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Commencing at a point on the East line of said Section 36, which is N $00^{\circ} 08' 06''$ E, 563.94 feet from the Southeast corner of the Section; thence, perpendicular to the East line of the Section, N $89^{\circ} 51' 54''$ W, 1103.43 feet to the Southwest corner of Instrument Number 457973 on the Northerly right of way of Highway 200 and the True Point of Beginning; thence, along the Western boundary of Instrument No. 457973, N $01^{\circ} 25' 02''$ E, 99.41 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence S $32^{\circ} 20' 51''$ W, 132.00 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628 on the Northerly right of way of Highway 200; thence, along said right of way, N $79^{\circ} 54' 11''$ E, 69.24 feet, to the True Point of Beginning.

AND ALSO LESS a tract of land in the Southeast Quarter of the Southeast quarter (SE1/4 SE1/4) of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Commencing at a point on the East line of said Section 36, which is N $00^{\circ} 08' 06''$ E, 582.67 feet from the Southeast corner of the Section; thence, perpendicular to the East line of the Section, N $89^{\circ} 51' 54''$ W, 754.63 feet to the Southeast corner of Instrument Number 457973 on the Northerly right of way of Highway 200 and the True Point of Beginning; thence, along the Eastern boundary of that property described in Instrument Number 457973, N $01^{\circ} 19' 29''$ E, 244.70 feet, to the Northeast corner of that property described in Instrument Number 457973; thence, along the Northern boundary of Instrument Number 457973, S $88^{\circ} 04' 08''$ W, 77.25 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence N $67^{\circ} 17' 36''$ E, 84.44 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence N $88^{\circ} 04' 08''$ E,

41.01 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence S 01° 19' 29" W, 277.55 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628 on the Northerly right of way of Highway No. 200; thence, along said Highway right of way on a non-tangential curve to the left (radial bearing = S 02° 28' 05" W), having a central angle of 00° 50' 13" and a radius of 2803.37 feet, for an arc distance of 40.95 feet (radial = S 01° 38' 12" W, chord = N 87° 56' 41" W, 40.95 feet), to the True Point of Beginning.

LESS a tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows: Beginning at the intersection of the North line of said Government Lot 2 and an existing fence line marking the right of way of an old County Road, said point being South 89° 06' 38" East, 398.07 feet from the Northwest corner of Government Lot 2 (record 361.00 feet); Thence along said fence line as noted of record per Instrument No. 217765 on a curve to the left (radial bearing = North 62° 13' 42" East) having a central angle of 19° 17' 35" and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord South 37° 25' 05" East, 217.95 feet); Thence continuing along said fence line, South 47° 03' 53" East, 43.24 feet; Thence North 89° 06' 38" West, 12.33 feet; Thence continuing along the fence line, South 59° 55' 24" East, 65.99 feet to an iron pipe as described in Instrument No. 217765; Thence along the fence line, South 70° 07' 45" East, 262.49 feet to an iron pipe as described in Instrument No. 217765 (record South 70° 18' 00" East 262.00 feet; Thence South 54° 48' 04" East 67.00 feet; Thence North 40° 08' 56" East, 168.45 feet to the right bank of Pack River (record = 200.00 feet to the thread of Pack River); Thence North 40° 08' 56" East to the intersection with the thread of Pack River; Thence Northerly and upstream along the thread line of Pack River to the intersection with the North line of Government Lot 2 of said Section 31; Thence South 89° 06' 38" East, along said North line to the true point of beginning.

LESS a tract of land in Government Lots 1 and 2 of Section 31, Township 58 North, Range 1 East and the Southeast quarter of the Northeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho and more particularly described as follows:

Mary's Pack River Lots and all that property dedicated to the public for right of way as shown and recorded in Instrument No. 699091, records of Bonner County, Idaho.

PARCEL 2:

A tract of land located in Section 36, Township 58 North, Range 1 West AND Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more fully described as follows:

Beginning at a point that is North 80° 05' 57" East, a distance of 386.02 feet from the South quarter corner of said Section 36, said point also being at the intersection of the South right of way of State Highway

No. 200 and the East right of way of the Old Country Road; thence South 5° 14' 00" East along said East right of way of the old country road, a distance of 171.80 feet; thence continuing South 14° 35' 50" East along said East right of way, a distance of 254.70 feet to an intersection with the North right of way of Old Highway No. 200 (FAP No. 95F); thence North 72° 38' 24" East along said North right of way, a distance of 372.40 feet; thence continuing along said North right of way, North 72° 58' 33" East, a distance of 336.00 feet to an intersection with the West high bank of Dry Creek; thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to an intersection with the South right of way of said State Highway No. 200; thence Westerly along said South right of way the following six (6) courses:

1) Around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (the chord

- of which bears South 88° 02' 31" West, a distance of 48.43 feet);
2) North 79° 07' 52" West, 100.50 feet;
3) Around a curve to the left with a radius of 2668.37 feet, a distance of 247.30 feet (the chord of which bears South 82° 54' 00" West, a distance of 247.24 feet) to a P.S.C.;
4) Along a spiral curve (S=2° 12.3'), a distance of 207.68 feet (the chord of which bears South 70° 27' 12" West, a distance of 207.67 feet) to a P.S.;
5) South 69° 43' 21" West, 328.60 feet;
6) South 61° 11' 30" West, 119.79 feet to the point of beginning.

AND TOGETHER WITH any portion of the old Highway right of way abandonment, described in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, lying within the bounds of the above described property.

PARCEL 3:

A tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 495753 and more particularly described as follows:
Beginning at a point on the West line of said Government Lot 2 (West line of Section 31) which is South 00° 07' 21" West, 200.00 feet from the Northwest corner of said Government Lot 2;
Thence parallel to the North line of Government Lot 2, South 89° 06' 38" East (record = South 89° 06' 55" East) 562.61 feet (record 562.58 feet); Thence North 47° 03' 53" West, 43.24 feet (record 43.21 feet); Thence on a curve to the right having a central angle of 19° 17' 35" (record = 19° 17' 39") and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord = North 37° 25' 03" West 271.95 feet) to the North line of Government Lot 2; Thence along said North line North 89° 06' 38" West (record = North 89° 06' 55" West) 68.07 feet; Thence South 27° 14' 49" East 26.15 feet; Thence on a curve to the left having a central angle of 09° 49' 00" and a radius of 710.32 feet, for an arc distance of 121.70 feet (chord South 32° 09' 19" East, 121.55 feet); Thence South 80° 25' 01" West 412.81 feet (record = South 80° 24' 50" West 412.82 feet) to the point of beginning.

EXCEPTING from Parcels 1, 2 and 3, the following two tracts:

Any portion encompassed by the Plat of GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

AND any portion encompassed by the Plat of GOLDEN TEE ESTATES FIRST ADDITION, (PHASE TWO) according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

EXCEPTING from Parcels 1, 2 and 3 above any portion lying within the bounds of the following plats:

REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

REPLAT OF BLOCKS 15 AND 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 5, records of Bonner County, Idaho.

REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 6, records of Bonner County, Idaho.

PARCEL 4:

Block 5A; Lot 1A, Block 11; Lots 1A, 2A and 3A , Block 12; Lot 1, Block 14A; Lot 1, Block 17; Block 18; Lots 1, 2, 3, 8, 11, 12, 13, 14 and 16, Block 20; Lot 4, Block 22 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

PARCEL 5:

Lots 1A and 2A, Block 15 and Block 16A of A REPLAT OF BLOCKS 15 AND 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 5, records of Bonner County, Idaho.

PARCEL 6:

Lot 20A, Block 20 and Lots 5A and 6A, Block 22, A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 6, records of Bonner County, Idaho.

PARCEL 7:

Lot 2, Block 3 in GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, page 108, records of Bonner County, Idaho.

PARCEL 8:

Lot 1, Block 1 of the FIRST ADDITION TO HIDDEN LAKES, according to the plat thereof, recorded in Book 4 of Plats, page 161, records of Bonner County, Idaho.

PARCEL 9:

Lots 2, 3, 4 and 5, Block 2 of the SECOND ADDITION TO HIDDEN LAKES SUBDIVISION, according to the plat thereof, recorded in Book 5 of Plats, page 58, records of Bonner County, Idaho.

PARCEL 10:

A tract of land in the East half of the Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of the East half of the Northeast quarter of the Southwest quarter of said Section 36; Thence along the South line of the East half of the Northeast quarter of the Southwest quarter, North 89° 36' 27" West, 661.51 feet (record = North 89° 37' 10" West, 661.57 feet to the Southwest corner of the East half of the Northeast quarter of the Southwest quarter; Thence along the West line of the East half of the Northeast quarter of the Southwest quarter, North 00° 10' 22" East 856.45 feet (record = North 00° 09' 25" East, 856.45 feet); Thence North 89° 10' 53" East, 30.21 feet (record = East, 29.58 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Second Addition Plat to Hidden Lakes); Thence Southeasterly along said right of way the following six (6) courses:

1. On a non-tangential curve to the left (radial bearing = North 87° 39' 13" East) having a central angle of 36° 44' 06" and a radius of 131.00 feet for an arc distance of 83.99 feet (record = 84.54 feet) (chord = South 20° 42' 50" East, 82.56 feet - record = South 20° 37' 27" East, 83.08 feet);

2. Thence South 39° 04' 53" East, 419.67 feet (record = South 39° 06' 45" East, 419.68 feet);

3. Thence on a curve to the left having a central angle of 11° 42' 45" and a radius of 530.00 feet for an arc distance of 108.34 feet (chord = South 44° 56' 16" East, 108.15 feet - record = South 44° 58' 08" East, 108.16 feet);

4. Thence South 50° 47' 39" East, 69.68 feet (record = South 50° 49' 31" East, 69.68 feet);

5. Thence on a curve to the right having a central angle of 23° 42' 51" and a radius of 970.00 feet, for an arc distance of 401.47 feet (chord = South 38° 56' 14" East, 398.61 feet - record = South 38° 58' 05" East 398.61 feet);

6. Thence South 27° 04' 48" East, 31.65 feet to the South line of the Northwest quarter of the Southeast quarter (record = South 27° 06' 40" East, 30.77 feet);

Thence leaving said right of way North 89° 36' 03" West, 60.37 feet (record = North 89° 37' 09" West, 59.55 feet) to the point of beginning.

PARCEL 11:

A tract of land located in a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Southwest quarter of the Southeast quarter of Section 36; Thence South 89° 36' 03" East 60.37 feet (record = South 89° 37' 09" East, 59.55 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Plat of the Second Addition to Hidden Lakes); thence along said right of way for the following four (4) courses;

1. South 27° 04' 48" East, 299.95 feet (record = South 27° 06' 40" east, 300.83 feet);

2. North 62° 55' 12" East, 60.00 feet (record = North 62° 53' 20" East, 60.00 feet);

3. North 27° 04' 48" West, 125.34 feet (record = North 27° 06' 40" West, 125.34 feet);

4. Thence on a curve to the right having a central angle of 79° 01' 27" and a radius of 25.00 feet, for an arc distance of 34.48 feet (chord = North 12° 25' 55" East, 31.81 feet - record = North 12° 24' 03" East, 31.81 feet) to a point on the Southerly right of way of Fairway View Drive, as shown on the Plat of First Addition to Hidden Lakes;

Thence along said right of way for the following eight (8) courses:

1. North 51° 56' 39" East, 74.67 feet (record = North 51° 54' 47" East, 74.67 feet);

2. Thence on a curve to the right having a central angle of 99° 26' 33" and a radius of 70.00 feet, for an arc distance of 121.49 feet (chord = South 78° 20' 05" East, 106.81 feet - record = South 78° 21' 57" East, 106.81 feet);

3. Thence South 28° 36' 48" East, 154.03 feet (record = South 28° 38' 40" East, 154.03 feet);

4. Thence on a curve to the right having a central angle of 55° 41' 27" and a radius of 90.00 feet for an arc distance of 87.48 feet (chord = South 00° 46' 05" East, 84.08 feet - record = South 00° 47' 56" East, 84.08 feet);

5. Thence South 27° 04' 39" West, 170.14 feet;

6. Thence on a curve to the right having a central angle of 71° 37' 11" and a radius of 60.0 feet, for an arc distance of 75.00 feet (chord = South 08° 43' 57" East, 70.21 feet);

7. Thence South 44° 32' 32" East, 50.94 feet;

8. Thence on a curve to the right having a central angle of 69° 10' 16" and a radius of 25.00 feet, for an arc distance of 30.18 feet (chord = South 09° 57' 24" East, 28.38 feet - record = South 11° 23' 51" East, 30.18 feet) to a point on the West right of way of Lower Pack River Road;

Thence Southerly along said right of way for the following four (4) courses:

1. on a non-tangential curve to the right having a central angle of 04° 15' 19" and a radius of 1180.00 feet for an arc distance of 87.69 feet (chord = South 22° 30' 38" West, 87.67 feet);

2. Thence South 20° 22' 44" West, 114.57 feet;

3. Thence on a curve to the left having a central angle of 22° 29. 50" and a radius of 502.65 feet, for an arc distance of 197.36 feet (chord = South 09° 07' 49" West, 196.10 feet);

4. Thence South 02° 07' 06" East, 157.81 feet to the Northerly right of way of State Highway No. 200;

Thence along the highway right of way, South 77° 42' 28" West, 72.14 feet (record = South 78° 15' 06" West, 71.11 feet); Thence continuing along the Highway right of way, South 69° 44' 57" West, 262.22 feet (record = South 69° 43' 16" West, 261.65 feet) to the West line of the Southwest quarter of the Southeast quarter of said Section 36; Thence along the West line of the Southwest quarter of the Southeast quarter, North 00° 08' 19" East, 1223.36 feet (record = North 00° 07' 13" East, 1223.17 feet) to the point of beginning.

PARCEL 12: .

That portion of the Southeast quarter of the Northeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying West of the Lower Pack River Road.

EXCEPT the First Addition to Hidden Lakes Subdivision, according to the plat thereof, recorded in Book 4 of Plats, page 161, records of Bonner County, Idaho.

PARCEL 13:

All that portion of the Southeast Quarter in Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200; and all that portion of Government Lot 4 in Section 31, Township 58 North, Range 1 East, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200.

LESS the following described property:

A tract of land in the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 92981, records of Bonner County, Idaho and more particularly described as follows:

Commencing at the Southeast corner of said Section 36; Thence along the East line of Section 36, North $00^{\circ} 08' 06''$ East, 460.00 feet; Thence perpendicular to the East line of the Section, North $89^{\circ} 51' 54''$ West, 568.00 feet to the true point of beginning; Thence South $47^{\circ} 08' 06''$ West, 250.00 feet; Thence South $42^{\circ} 51' 54''$ East, 348.50 feet; Thence North $47^{\circ} 48' 06''$ East, 250.00 feet; Thence North $42^{\circ} 51' 54''$ West, 348.50 feet to the true point of beginning.

AND

All that portion of Government Lots 2, 3, 4, 5, 6, 7, 8 and 9; the Southwest quarter of the Northeast quarter; and the South half of the Northwest quarter of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying South of State Highway No. 200 and lying North and East of the Northern Pacific Railroad (now Montana Rail Link) right of way.

LESS that portion of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 592059 and more particularly described as follows:

Beginning at a right of way monument on the South right of way of State Highway No. 200, from which the Northwest corner of said Section 2 bears North $25^{\circ} 54' 43''$ West, 798.00 feet (record = North $26^{\circ} 28' 08''$ West, 798.11 feet; Thence along the South right of way of the Highway, North $68^{\circ} 35' 39''$ East, 266.10 feet; Thence continuing along the Highway right of way, on a curve to the left (radial bearing = North $14^{\circ} 03' 28''$ West) having a central angle of $00^{\circ} 08' 55''$ and a radius of 5799.58 feet for an arc distance of 15.03 feet (chord = North $75^{\circ} 52' 05''$ East, 15.03 feet - total distance along right of way from point of beginning 281.13 feet - record = 281.13 feet); Thence leaving said right of way South $00^{\circ} 04' 10''$ West, 725.53 feet; Thence North $89^{\circ} 14' 40''$ West, 330.00 feet; Thence North $00^{\circ} 03' 26''$ West 607.20 feet, to the Southerly right of way of State Highway No. 200; Thence along said right of way North $79^{\circ} 11' 55''$ East, 70.38 feet to the true point of beginning.

LESS a tract of land located in Section 36, Township 58 North, Range 1 West and Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, being a portion of that property described in Instrument No. 464572 and more particularly described as follows:

Beginning at a point that is North $80^{\circ} 05' 57''$ East 386.02 feet from the South quarter of said Section 36, said point also being at the intersection of the South right of way of State Highway No. 200 and the East right of way of the Old County Road; Thence South $05^{\circ} 14' 00''$ East along the East right of way of the Old County Road, 171.80 feet; Thence continuing South $14^{\circ} 35' 50''$ East along said East right of way, 254.70 feet to the intersection with the North right of way of Old Highway 200 (FAP No. 95F); Thence North $72^{\circ} 38' 24''$ East along said North right of way, 372.40 feet; Thence continuing along said North right of way, North $72^{\circ} 58' 33''$ East, 336.00 feet to the intersection with the West high bank of Dry Creek; Thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to the

intersection with the South right of way of State Highway No. 200; Thence Westerly along said South right of way the following six (6) courses:

1. around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (chord South 88° 02' 31" West, 48.43 feet);
2. North 79° 07' 52" West, 100.50 feet;
3. around a curve to the left with a radius of 2668.37 feet for a distance of 247.30 feet (chord = South 82° 54' 00" West, 247.24 feet);
4. along a spiral curve (South = 02° 12' 18"), a distance of 207.68 feet (chord = South 70° 27' 12" West, 207.67 feet);
5. South 69° 43' 21" West, 328.60 feet;
6. South 61° 11'30" West, 119.79 feet to the point of beginning.

TOGETHER WITH any portion of the old highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho, as instrument No. 696025 and recorded on January 11, 2006, and lying within the bounds of the above described property.

AND

Government Lots 5, 9, 10 and 11; the Southeast quarter of the Northwest quarter; the East half of the Southwest quarter; and Government Lot 6, all in Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho.

LESS that property described in Instrument No. 22533, records of Bonner County, Idaho, and described as follows:

Beginning at the North quarter corner of said Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho; Thence South 1669.70 feet to Pack River and the True Point of Beginning; Thence South 66° 47' West, 203 feet; Thence South 69° 54' West 165.3 feet; Thence South 79° 56' West, 242.5 feet; Thence South 01° 11' East, 146 feet; Thence South 25° 18' East, 118.20 feet; Thence South 54° 29' East, 137.2 feet; Thence South 68° 10' East, 267.1 feet; Thence North 535.6 feet to a point 1669.7 feet South of the North quarter corner of Section 6.

LESS a tract of land in Government Lot 6 and the Southeast quarter of the Northwest quarter of Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property identified as Tract No. Q-1755-2 in Instrument No. 42975 and more particularly described as follows:

Beginning at a point on the Southerly right of way of State Highway No. 200 which is South 55° 03' 21" East, 2460.29 feet from the Northwest corner of said Section 6 (record South 55° 14' East, 2451.3); Thence South 14° 53'00" East, 223.22 feet (record); Thence South 04° 43' 00" East, 640.00 feet (record); Thence South 39° 48' 00" East, 430.00 feet (record); Thence South 30° 28' 00" East, 387.49 feet (record = 500 feet plus or minus) to the East line of the Southeast quarter of the Northwest quarter of said Section 6.

TOGETHER WITH any portion of the Old Highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No.696025 and recorded on January 11, 2006, lying within the bounds of the above described property.

EXCEPTING therefrom all of the above described properties, any portion lying within the bounds of the following plats:

Replat of Golden Tee Estates and Golden Tee Estates 1st Addition and Unplatted land, recorded in Book 8 of Plats, Page 77,
RePlat of Blocks 15 and 16 of the RePlat of Golden Tee Estates & Golden Tee Estates 1st Addition and Unplatted Land, recorded in Book 9 of Plats, page 5,
RePlat of Lots 5 and 6, Block 22 and Lot 20, Block 20, RePlat of Golden Tee Estates & Golden Tee Estates 1st Addition and Unplatted Land, recorded in Book 9 of Plats, page 6,
Golden Tee Estates 2nd Addition, recorded in Book 8 of Plats, Page 79,
Golden Tee Estates 3rd Addition, recorded in Book 8 of Plats, Page 78,
Golden Tee Estates 4th Addition, recorded in Book 8 of Plats, Page 80,
Golden Tee Estates 5th Addition, recorded in Book 8 of Plats, Page 81,
Golden Tee Estates 6th Addition, recorded in Book 8 of Plats, Page 82,
Golden Tee Estates 7th Addition, recorded in Book 9 of Plats, page 13,
Golden Tee Estates 8th Addition, recorded in Book 9 of Plats, page 7.:

PARCEL 14:

Lots 2, 4, 5, 6, 7 and 8, Block 1; Lots 2, 3, 5, 8 and 10, Block 2 of GOLDEN TEE ESTATES 2nd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

EXCEPT all roads lying within each of the above described Additions.

PARCEL 15:

Lots 1, 5, 8, 9, 10, 11, 12, 13, 14, 16, and 17, Block 1; Lot 1, Block 2; Lots 2, 3, 4, 5, 7 and 8, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 4; Lots 1 and 2, Block 5; Lots 2, 3, and 4, Block 6; Lots 6 and 10, Block 7; Lots 1, 2, 4 and 6, Block 8; Lots 2 and 5, Block 9; Lot 8, Block 10 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

PARCEL 16:

Lots 3, 6 and 8, Block 1; Lot 1, Block 3; Lots 1, 2, 3, 6, 8 and 9, Block 4; Lots 1 and 7, Block 5 of GOLDEN TEE ESTATES 4TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.

PARCEL 17:

Lots 1, 5, 7 and 9, Block 1; Lots 1, 5, 8, 9, and 11, Block 2, GOLDEN TEE ESTATES 5TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.

PARCEL 18:

Lots 2 and 8, Block 1; Lots 2, 3 and 4, Block 2; Lot 1, Block 3; Lots 2, 3 and 4, Block 4 of GOLDEN TEE ESTATES 6TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.

PARCEL 19:

Lots 1, 2, 3, 5, 6, 7 and 8, Block 1; Lots 1, 2, 4, 5, 6, 8 and 9, Block 2 of GOLDEN TEE

ESTATES 7TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.

PARCEL 20:

INTENTIONALLY OMITTED

PARCEL 21:

Lots 1A, 2A and 4A, Block 1, REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, GOLDEN TEE ESTATES 8TH ADDITION AND BLOCK 16A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 82, records of Bonner County, Idaho.

PARCEL 22:

That portion of the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East, Boise Meridian, lying West of the State Highway No. 200 right of way and East of the Northern Pacific Railway right of way, and lying North of the North line of the following described tract:

Beginning at a point where the Section line between Sections 16 and 21, Township 57 North, Range 1 West, Boise Meridian, intersects the State Highway on the Westerly side as it now exists; Thence in a Northwesterly direction along the Westerly side at said Highway, 752 feet; Thence in a Southwesterly direction, 97 feet; Thence in a Southeasterly direction, 672 feet to the Section line between Sections 16 and 21; Thence East on said Section line between said Sections 16 and 21, 104.25 feet, more or less, to the place of beginning.

SAID parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, lying Southwest of the right of way of State Highway No. 200 and Northeast of the right of way of Montana Rail Link Railway, being a portion of that property described as Parcel 1 of Instrument No. 168846 and more particularly described as follows:

Commencing at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Northeasterly right of way of Montana Rail Link Railway which is South $88^{\circ} 10' 56''$ East, 944.95 feet from the Southwest corner of Section 16; Thence leaving said South line and along said right of way North $23^{\circ} 38' 59''$ West, 672.00 feet to the true point of beginning; Thence continuing along said right of way North $23^{\circ} 38' 59''$ West, 786.99 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter; Thence leaving said right of way and along said North line South $88^{\circ} 43' 23''$ East, 241.38 feet to the Westerly right of way of State Highway No. 200; Thence leaving said North line and along said right of way the following four (4) courses:

1. on a non-tangential curve to the right having a central angle of $01^{\circ} 19' 25''$ (radial bearing = South $73^{\circ} 15' 16''$ West), a radius of 768.50 feet, for an arc length of 17.75 feet (chord = South $16^{\circ} 06' 41''$ East, 17.75 feet);
2. Thence along a line offset 50.00 feet Westerly of and parallel to a spiral curve (centerline is = 200 feet, $a = 3.5$, $S = 7^{\circ}$) for a chord of South $10^{\circ} 43' 01''$ East 193.87 feet);
3. Thence South $08^{\circ} 25' 19''$ East, 86.06 feet;

4. Thence on a curve to the left having a central angle of $13^{\circ} 56' 48''$, a radius of 1482.53 feet, for an arc length of 360.87 feet (chord South $15^{\circ} 23' 43''$ East, 359.98 feet);

Thence leaving said right of way South $44^{\circ} 37' 10''$ West, 106.45 feet (record = "Southwesterly 97 feet") to the true point of beginning.

PARCEL 23:

That part of the Southwest quarter of the Southwest quarter in Section 16, Township 57 North, Range 1 East of the Boise Meridian, lying South and West of the Burlington Northern Inc. Railway right of way and Government Lot 5 in Section 17, Township 57 North, Range 1 East, of the Boise Meridian, save and excepting therefrom:

The South 350 feet of Government Lot 5 in said Section 17, and also that part of the Southwest quarter of the Southwest quarter in said Section 16 lying Westerly of said Burlington Northern Inc. right of way as now in use and described as follows:

Beginning at the Southwest corner of said Section 16; Thence North along the West Section line 350 feet; Thence East to the centerline of Trestle Creek; Thence Southeasterly along said centerline to the South line of Section 16; Thence West along the Section line 720 feet, more or less, to the point of beginning.

SAID parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, lying Southwest of Montana Rail Link Railroad right of way and Government Lot 5 of Section 17, all in Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho; being a portion of that property described as Parcel 2 of Instrument No. 168846 and more particularly described as follows:

Beginning at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Southwesterly right of way of Montana Rail Link Railway which is South $88^{\circ} 10' 36''$ East, 834.19 feet from the Southwest corner of Section 16; Thence leaving said South line and along said right of way North $23^{\circ} 38' 59''$ West, 1457.84 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter; Thence leaving said right of way and along the North line of the Southwest quarter of the Southwest quarter, North $88^{\circ} 43' 23''$ West, 243.71 feet to the Northwest corner of the Southwest quarter of the Southwest quarter; Thence along the North line of Government Lot 5 in Section 17, North $89^{\circ} 23' 45''$ West, 1223.84 feet to the meander line of Lake Pend Oreille, as defined by the original GLO Survey; Thence leaving said North line and along said meander line the following two (2) courses:

South $52^{\circ} 55' 48''$ East, 561.00 feet; Thence South $37^{\circ} 55' 48''$ East, 798.96 feet to a point on a line lying 350.00 feet North of and parallel to the South line of the Southwest quarter of the Southwest quarter of Section 16; Thence along said parallel line, South $88^{\circ} 10' 56''$ East, 281.27 feet to the West line of the said Southwest quarter of the Southwest quarter; Thence continuing South $88^{\circ} 10' 56''$ East, 159.02 feet to the intersection with the centerline of Trestle Creek; Thence along the centerline of Trestle Creek the following eight (8) courses:

1. South $52^{\circ} 54' 34''$ East, 63.58 feet;
2. Thence South $44^{\circ} 37' 26''$ East, 117.83 feet;
3. Thence South $42^{\circ} 08' 45''$ East, 77.28 feet;
4. Thence South $80^{\circ} 05' 07''$ East, 145.49 feet;

5. Thence South 55° 15' 32" East, 86.34 feet;
6. Thence South 46° 56' 31" East, 113.98 feet;
7. Thence South 75° 43' 10" East, 58.83 feet;
8. Thence South 37° 48' 28" East, 27.37 feet to the intersection with the South line of the Southwest quarter of the Southwest quarter;

Thence leaving said creek centerline and along said South line South 88° 10' 56" East, 116.80 feet to the true point of beginning.

PARCEL 24:

A portion of the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East, Boise Meridian. Bonner County, Idaho, described as follows:

Beginning at a point where the South line of the Northeast quarter of the Northwest quarter of Section 21, Township 57 North, Range 1 East of the Boise Meridian. Bonner County, Idaho, intersects the West line of the Northern Pacific Railroad Company right of way; Thence 600 feet Northerly along said railroad right of way; Thence West to the meander line of lake; Thence 600 feet Southerly to the South line of Lot 1 of said Section 21; Thence East to the Point of Beginning.

SAID parcel is now described as follows:

A tract of land situated in the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the intersection of the South line of the Northeast quarter of the Northwest quarter of Section 21 and the Westerly right of way of Montana Rail Link Railroad which is South 88° 55' 48" East 139.54 feet from the Southwest corner of said Northeast quarter of the Northwest quarter; Thence leaving said South line and along said right of way the following two (2) courses:

1. On a non-tangential curve to the left having a central angle of 10° 44' 25" (radial bearing South 65° 01' 49" West) a radius of 2664.79 feet, for an arc length of 499.53 feet (chord North 30° 20' 24" West, 498.80 feet);
2. Thence North 25° 10' 12" West, 100.47 feet;

Thence leaving said right of way and parallel to the South line of Government Lot 1, North 88° 55' 48" West, 936.05 feet to the meander line of Lake Pend Oreille as defined in the original GLO Survey; Thence along said meander line the following two (2) courses:

1. South 14° 25' 48" East, 271.54 feet;
2. Thence South 46° 40' 48" East, 378.00 feet to the intersection with the South line of Government Lot 1;

Thence along said South line South 88° 55' 48" East, 748.52 feet to the Southeast corner of Government Lot 1; Thence along the South line of the Northeast quarter of the Northwest quarter, South 88° 55' 48" East, 139.54 feet to the true point of beginning.

KATHY: 208.255.4183

CALCULATIONS OF AMOUNTS DUE UNDER LOANS:

**P0099
PEND OREILLE BONNER DEVELOPMENT HOLDINGS II
HIDDEN LAKES**

Payment due date: 1ST of the Month
Note Loan Amount: \$21,980,000.00

Date	P0107	PEND OREILLE	Payment	P0106
08/06/08	Init Advance	2,000,500.00	\$20,005.00	\$2,700,000.00 PAID TO 11/6/08
01/13/09	Draw A	104,685.67	\$1,046.86	
02/04/09	Draw B	22,223.67	\$222.24	

11/08 due 12/1
12/08 1/1
2/09 2/1
01/09

20,005
20,005
20,668.01

P0107 0510

due 6/1/10

Vendor # 2819 Amt \$ 21274.10
 Approv _____ Date _____
 P0107 0510 P Fee 7110 \$ 21274.10

mf 08

Penso

Interest Due 3/1/09	\$21,237.06	12/1/2008	\$23,400.00
Interest Due 4/1/09	\$21,274.10	1/1/2009	\$27,000.00
Interest Due 5/1/09	\$21,274.10	2/1/2009	\$27,000.00
Interest Due 6/1/09	\$21,274.10	3/1/2009	\$27,000.00
Interest Due 7/1/09	\$21,274.10	4/1/2009	\$27,000.00
Interest Due 8/1/09	\$21,274.10	5/1/2009	\$27,000.00
		6/1/2009	\$27,000.00
		7/1/2009	\$27,000.00
		8/1/2009	\$27,000.00
Total Due 8/1/09	\$127,807.56	TOTAL	\$239,400.00

BALANCE 2,127,409.34 \$2,700,000.00

12/1/09

12/1/09

EXHIBIT
H

REEVES000196

Loan No. P0107

ALL-INCLUSIVE NOTE SECURED BY MORTGAGE

\$21,980,000.00

August 1, 2008

In installments as herein stated, for value received, the undersigned, promises to pay to **MORTGAGE FUND '08 LLC**, a Delaware limited liability company, or order ("Lender"), at 201 Lafayette Circle, 2nd Floor, Lafayette CA 94549, or such other place as may be designated by Lender in writing, the principal sum of **TWENTY ONE MILLION NINE HUNDRED AND EIGHTY THOUSAND DOLLARS AND NO/100 CENTS (\$21,980,000.00)**, plus interest on the unpaid principal balance outstanding from time to time. On the first day of each calendar month during the term of this Note, the undersigned shall pay Lender a **MONTHLY INSTALLMENT** payment of interest equal to the interest which accrued during the preceding calendar month on the principal balance of this Note (see footnote ¹) outstanding during such preceding calendar month. On the **MATURITY DATE** all unpaid principal and any accrued interest or other charges shall be due and payable in full.

The interest rate to be charged by Lender for the term of this Note shall be **TWELVE** per cent (12%) per annum, predicated upon a 360 day year.

This Note is for a term of twenty-four (24) full calendar months (plus the first partial month, if any) following the date of recordation of the deed of trust or mortgage securing this Note. The "**MATURITY DATE**" of this Note is the last day of the term.

The "**MONTHLY INSTALLMENT**" payment for the term of this Note shall be an amount equal to interest only on the funded and outstanding principal balance of this Note from time to time.

LOAN FEE: The undersigned agrees to pay to **BAR K, INC.** a fee of \$279,500.00 at the time this loan originally funds, plus potentially an additional fee of \$777,000.00 in accordance with the provisions of the Loan Agreement between the parties. This \$279,500.00 fee shall be deducted from the proceeds of the loan at the time of funding by Lender, and paid by Lender directly to **BAR K, INC.** These fees will not be credited as payments towards principal, interest, or other amounts due under this Note.

BEGINNING OF ALL-INCLUSIVE PROVISIONS

The principal amount of this Note includes the current unpaid principal balances of the following described promissory notes ("**INCLUDED NOTES**") which are secured by the following described mortgages:

¹ The unpaid principal balance of this Note shall include the unpaid principal balances of the **INCLUDED NOTES** described below, together with any sums advanced or due under the provisions of this Note or the mortgage or other loan documents executed by the undersigned concurrently with this Note in favor of Lender.



FIRST INCLUDED NOTE

Date of INCLUDED NOTE:	March 6, 2007
Amount of INCLUDED NOTE:	Original Amount: \$ 21,200,000.00 Principal Balance as of closing on this loan: \$6,172,325.18 As of closing on this loan interest is paid to: July 31, 2008
Maker of INCLUDED NOTE:	The undersigned
Payee of INCLUDED NOTE:	R.E. LOANS, LLC, a California limited liability company
Date of mortgage securing INCLUDED NOTE:	March 6, 2007
Mortgagor of mortgage securing INCLUDED NOTE:	The Undersigned
Mortgagee of mortgage securing INCLUDED NOTE:	R.E. LOANS, LLC, a California limited liability company
Instrument number of mortgage securing INCLUDED NOTE	724829 and 724834
Date of recordation of mortgage securing INCLUDED NOTE	March 15, 2007
County of recordation of mortgage securing INCLUDED NOTE:	Bonner County, Idaho

SECOND INCLUDED NOTE

Date of INCLUDED NOTE:	August 1, 2008
Amount of INCLUDED NOTE:	Original Amount: \$ 2,700,000.00 Outstanding Principal Balance as of closing on this loan: \$2,700,000.00
Maker of INCLUDED NOTE:	The undersigned
Payee of INCLUDED NOTE:	PENSCO TRUST CO., custodian fbo BARNEY NG
Date of mortgage securing INCLUDED NOTE:	August 1, 2008
Mortgagor of mortgage securing INCLUDED NOTE:	The Undersigned
Mortgagee of mortgage securing INCLUDED NOTE:	PENSCO TRUST CO., custodian fbo BARNEY NG
Instrument number of mortgage securing INCLUDED NOTE	To be recorded immediately before the mortgage securing this Note
Date of recordation of mortgage securing INCLUDED NOTE	To be recorded immediately before the mortgage securing this Note
County of recordation of mortgage securing INCLUDED NOTE:	Bonner County, Idaho

Lender, by accepting this Note, agrees that so long as there is no uncured default under the provisions of this Note or any mortgage securing this Note:

1. Lender shall pay the installments of principal and interest as they become due on the INCLUDED NOTES, and

2. Lender shall secure and cause to have recorded a release of the mortgage securing the INCLUDED NOTES upon the undersigned's payment in full of the principal and interest due under this Note and the full satisfaction of any other obligation contained in this Note or any mortgage securing this Note.

The parties acknowledge and agree that the first MONTHLY INSTALLMENT called for by this Note will include all of the accrued and unpaid interest on the FIRST INCLUDED NOTES for the period between July 1, 2008 and the date that interest begins to accrue under the provision of this Note.

Should Lender fail to pay any installment when due under the INCLUDED NOTES as provided herein, but provided there is no uncured default under the provisions of this Note or any mortgage securing this Note, the undersigned may make such payments directly to payee of the INCLUDED NOTES, and the amount so paid shall be credited to any sums due or the next following due under this Note.

The undersigned shall perform all of the obligations secured by the mortgage securing the INCLUDED NOTES, other than the payments to be made by Lender as set forth in this Note.

The undersigned shall pay Lender, on demand, in addition to the amounts called for by this Note or any mortgage securing this Note, such additional amounts as may be required by the payees of the INCLUDED NOTES for prepayment penalties, tax or insurance impounds, or other amounts advanced by the payees of the INCLUDED NOTES in accordance with the provisions of the INCLUDED NOTES or mortgages securing the same.

The undersigned shall pay Lender, on demand, in addition to the amounts called for by this Note or any mortgage securing this Note, such additional amounts as may be required by the payees of the INCLUDED NOTES for late charges, default interest, or similar amounts, but only if such late, default interest, or similar amounts is a result of the undersigned's failure to timely pay Lender an amount due hereunder.

Any reduction in the unpaid principal balances of the INCLUDED NOTES by reason of the payees of the INCLUDED NOTES receiving an award in eminent domain, or proceeds of insurance, shall be credited to the unpaid balance of this Note in like amount.

The undersigned acknowledges that Lender prefers to be secured by a first priority mortgage. Therefore, Lender shall have the right to fund the Note at any time and from time to time so as to pay off all or any portion of the INCLUDED NOTES and obtain a full or partial release of portion of the Property encumbered by the mortgages securing the INCLUDED NOTES. Any such prepayment shall not be credited to any sum due Lender from the undersigned under the provisions of this Note. Lender agrees that the undersigned shall be at no additional expense (i.e., no points, commissions, or costs will be charged to the undersigned) if Lender elects to pay off or pay down either or both of the INCLUDED NOTES.

The undersigned represents and warrants that as of the date of this Note, the current unpaid principal

balance of the INCLUDED NOTES is the amount set forth above. The undersigned agrees to not cause an increase in the unpaid principal balance of the INCLUDED NOTES without the written consent of Lender, which consent Lender may withhold in its sole and absolute discretion and without regard to the effect of withholding consent upon the undersigned. The undersigned further agrees to not amend, modify, or otherwise change any of the terms of the INCLUDED NOTES, or any other agreement between the undersigned and the payees of the INCLUDED NOTES relating to the INCLUDED NOTES, without the written consent of Lender, which consent Lender may withhold in its sole and absolute discretion and without regard to the effect of withholding consent upon the undersigned. If the unpaid principal balance of the INCLUDED NOTES is increased for any reason, then the unpaid principal balance of this Note shall be increased in like amount.

Any prepayment under the terms of this Note shall be applied first to the payment of all sums due under the provisions of this Note and any mortgage securing this Note, and to the extent that such payment would reduce the principal balance of this Note to a sum that is below all sums then due under the terms of the INCLUDED NOTES, then to any sums due under the provisions of the INCLUDED NOTES.

Should there be a foreclosure under the provisions of any mortgage securing this Note, and should the amount bid be such that it would pay down the principal balance of this Note to a sum that is below the sums then due under the terms of the INCLUDED NOTES, then such excess pay down shall be disbursed in the manner required by law.

At any time when the total of the unpaid principal balance of this Note, accrued interest thereon, all other sums due pursuant to the terms hereof, and all sums advanced by Lender pursuant to the terms of any mortgage securing this Note, is equal to or less than the unpaid principal balances of the INCLUDED NOTES and accrued interest thereon, at the request of the undersigned or its successor in interest, this Note shall be cancelled and delivered by Lender to the undersigned or its successor together with a full release of any mortgage securing this Note.

If there is a conflict between these all-inclusive provisions and any other provisions of this Note, that conflict shall be resolved in favor of these all-inclusive provisions.

END OF ALL-INCLUSIVE PROVISIONS

BALLOON PAYMENT: This Note is payable in full on the MATURITY DATE. The payments required under this Note are not sufficient in amount to reduce the principal to zero on the MATURITY DATE, therefore, on the MATURITY DATE there will be a balloon payment equal to the unpaid principal plus all accrued and unpaid interest and other charges. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT LENDER IS NOT OBLIGATED TO REFINANCE THE LOAN EVIDENCED BY THIS NOTE.

PREPAYMENT: This Note may be prepaid in whole or in part at any time and from time to time without premium or penalty.

LATE CHARGE: If any sum, except a balloon payment, due hereunder is delinquent more than 10 days, the undersigned shall pay a late charge on each such sum of 10% of the delinquent amount. If

any balloon payment (defined as a payment which is more than double the regular MONTHLY INSTALLMENT) is delinquent more than 10 days, then for each month that the balloon payment remains unpaid the undersigned shall pay a monthly late charge equal to the late charge which could be assessed on the largest regular MONTHLY INSTALLMENT due under this Note. All late charges are to be paid immediately upon demand.

UNPAID CHECKS: If any check given to Lender is returned by the bank unpaid, the undersigned shall pay an unpaid check charge of \$25 . This amount is in addition to any late charge or default interest which may be applicable. If, during the term of this Note, two or more checks are returned by the bank unpaid, at any time thereafter Lender can require that all future payments be by cashier's check.

DUE ON SALE OR ENCUMBRANCE: This Note is secured by a MORTGAGE ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING which contains the following provision, the terms of which are incorporated herein by this reference: "Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person."

APPLICATION OF PAYMENT; COSTS OF COLLECTION: Each payment and each prepayment (if any) on this Note shall be credited first to interest or other charges then due and payable to Lender and the remainder to principal, and interest shall thereupon cease upon the principal so credited. All costs, expenses, advances and/or attorney's fees incurred by Lender relating to this Note or the deed of trust, mortgage, or security agreement securing this Note shall be immediately owed by the undersigned to Lender. All such advances, expenses, and/or attorney's fees (which attorney's fees are related to the enforcement or collection, but not the preparation or negotiation, of this Note) shall accrue interest at the rate stated in this Note from the date incurred until paid. If any amounts which are payable under this Note are not paid when due, the undersigned promises to pay, in addition to the principal and interest due under this Note, all costs of collection and any reasonable attorney's fees incurred by the Lender, whether or not suit is filed or foreclosure is commenced.

MISCELLANEOUS: A failure of the undersigned to fulfill any of the obligations contained in this Note, the deed of trust, mortgage, or security agreement securing this Note, any loan agreement between the parties, or any other agreement between the parties, shall also be deemed a default under the provisions of this Note. Upon default under the provisions of this Note, Lender may

declare the outstanding principal amount of this Note and the interest accrued thereon, and all other sums secured by the deed of trust, mortgage, or security agreement to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice. Principal and interest is payable in lawful money of the United States of America. As an inducement to cause Lender to make this loan, the undersigned represents that the undersigned has the financial ability to make the payments stated herein. The undersigned consents to all renewals, replacements, and extensions of time for payment hereof and waives notice, demand, protest and any applicable statute of limitations. Liability under this Note and any deed of trust, mortgage, or security agreement relating to this Note shall be joint and several. This Note shall inure to the benefit of and be binding on the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Note shall be governed by and construed in accordance with the laws of the state in which the real property encumbered by the deed of trust or mortgage securing this Note is located (without regard to any conflict of laws or principles) and the applicable laws of the United States of America.

COMPOUNDING: Any interest or other charge which becomes due under this Note or the deed of trust, mortgage, or security agreement securing this Note which remains due for more than one month shall accrue interest as of the date the interest or other charge was otherwise due at the same rate and upon the same terms as the principal under this Note.

RECOURSE OTHER THAN SECURITY: This Note shall be non-recourse against the undersigned, meaning that Lender shall not seek to obtain a deficiency judgment against the undersigned in the event that the proceeds resulting from the foreclosure of any deed of trust, mortgage, or security agreement relating to this Note are inadequate to pay off this Note and all related indebtedness of the undersigned to Lender. Notwithstanding the generality of the foregoing, the undersigned shall be fully liable to Lender for waste, or damages suffered by Lender as a result of fraud by the undersigned in connection with the delivery of this Note, or fraud in the performance of the undersigned's obligations under this Note or any deed of trust, mortgage, or security agreement relating to this Note. Nothing contained herein shall prejudice the right of Lender to foreclose any deed of trust, mortgage, or security agreement relating to this Note or to recover (a) any rents, issues, or profits under the provisions of any deed of trust, mortgage, or security agreement relating to this Note, (b) any tenant security deposits, advance or prepaid rents or other similar sums paid to or held by the undersigned or any other person, (c) any insurance proceeds or awards resulting from condemnation or the exercise of the power of eminent domain, and (d) any attorney's fees or court costs incurred by Lender. Nothing contained herein shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness evidenced by this Note or otherwise affect or impair the enforceability of this Note or the deed of trust, mortgage, or security agreement relating to this Note.

DEFAULT INTEREST RATE: If this Note or the deed of trust, mortgage, or security agreement securing this Note is in default for more than one month, then the interest rate on this Note during the period of such default shall be automatically increased, effective as of the date of default and continuing until the default is cured, to an amount equal to the interest rate stated on the first page of this Note plus five percent (5%).

SECURITY: This Note is secured by one or more deeds of trust, mortgages, or security agreements of even date.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

PEND OREILLE BONNER
DEVELOPMENT, LLC, a Nevada limited
liability Company
By: PEND OREILLE BONNER
DEVELOPMENT HOLDING, INC., a Nevada
corporation, its managing member

By: 
Charles W. Reeves, President