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IN THE

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

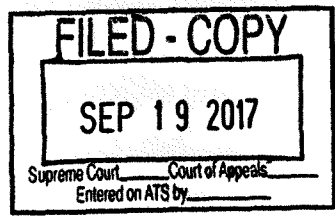
CLERK'S RECORD ON APPEAL

*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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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.)
)
 Plaintiff,)
)
 -vs-)
)
 PEND OREILLE BONNER)
 DEVELOPMENT, LLC., et al.)
)
 Defendants.)
 _____)

CASE NO: CV-2009-0001810

ORDER SETTING TRIAL AND PRETRIAL ORDER

- (1) **TRIAL DATE.** This matter is set for **COURT TRIAL** on the **25th day of January, 2016, AT THE HOUR OF 9:00 A.M.,** at the Bonner County Courthouse, Sandpoint, Idaho.

- (2) **PRE-TRIAL CONFERENCE.** This matter is set for **PRETRIAL CONFERENCE on the 18th day of December, 2015, AT THE HOUR OF 2:45 P.M.,** at the Bonner County Courthouse, Sandpoint, Idaho. The participants should be prepared to address all the subjects set forth in I.R.C.P. 16(b)(1) and (2).

- (3) **CONTINUANCES.** The trial date will be continued only under extraordinary circumstances, not with in the control of the parties and not foreseeable. Continuances will not be granted solely because all parties stipulate to a continuance. Any motion or stipulation to continue

shall clearly state the reasons for the requested continuance and shall include an acknowledgment and agreement signed by each party certifying that the Motion to Continue as been discussed with and agreed to by each party. All deadlines listed below shall apply to the trial setting first listed above.

- (4) **MOTIONS TO ADD NEW PARTIES OR AMEND PLEADINGS.** No such motions may be filed. The deadline has passed.
- (5) **DISCOVERY** must be served and completely responded to at least 60 days prior to trial. This includes supplementation of discovery responses required by I.R.C.P. 26(e), unless good cause is shown for late supplementation. Discovery requests must be responded to in a timely way as required by the I.R.C.P. The deadlines contained in this Order cannot be used as a basis or reason for failing to timely respond to or supplement properly served discovery, including requests for disclosure of witnesses and/or trial exhibits.
- (6) **DISCOVERY DISPUTES** will not be heard by the Court without the written certification required by I.R.C.P. 37(a) (2). Discovery motions shall not refer the Court to other documents in the file. For example, if the sufficiency of an answer to an interrogatory is in issue, the motion shall contain, verbatim, both the interrogatory and the allegedly insufficient answer.
- (7) **WITNESS DISCLOSURE.** Except as previously disclosed in responses to discovery requests, Plaintiff shall disclose all fact and expert witnesses no later 90 days before trial. Defendants shall disclose their fact and expert witnesses no later than 60 days before trial. Rebuttal witnesses shall be disclosed no later than 30 days before trial. Expert witnesses shall be disclosed in the manner and with the specificity required by I.R.C.P. 26(b)(4)(A)(i). Any objection to the I.R.C.P. 26(b)(4)(A)(i) expert witness disclosure must be filed within 20 days of the disclosure or is deemed waived. Witnesses not disclosed in responses to discovery and/or as required herein will be excluded at trial, unless allowed by the Court in the interest of

justice.

- (8) **MOTIONS. DISPOSITIVE MOTIONS**, and responses thereto, shall comply in all respects with I.R.C.P. 56 and be filed no later than 90 days before trial. **ALL OTHER MOTIONS**, including any Motion in Limine, shall be filed and heard by the Court no later than 30 days before trial. The original of all Motions and supporting submissions shall be filed with the clerk of the court. **However, one (1) duplicate Judge's Copy of all Motions, and any opposition thereto, together with supporting memorandum, affidavits and documents, shall be submitted directly to the Court's chambers in Bonner County. All the duplicate copies must be stamped "Judge's Copy" to avoid confusion with the original pleading.** All other pleadings, notices, etc., should be filed with the Clerk without copies to the Court's chambers.
- (9) **STIPULATED MODIFICATIONS**. The parties may stipulate to the modification of the discovery, witness disclosure and motion deadlines stated herein **only** upon submission of a stipulation to the Court and a Court Order modifying the deadlines. No order modifying deadlines will be granted if it would result in a delay in the trial date, without a formal motion to vacate the trial, and good cause shown.
- (10) **TRIAL BRIEFS**. Trial briefs are encouraged but not required. If submitted, trial briefs should address substantive factual, legal and/or evidentiary issues the parties believe are likely to arise during the trial, with appropriate citation to authority. Any trial brief should be exchanged between the parties and submitted to the clerk of the court, and a duplicate Judge's Copy shall be submitted to the Court's chambers in Bonner County, no later than 7 days prior to trial.
- (11) **PRE-MARKED EXHIBITS, AND AN EXHIBIT LIST** shall be exchanged between the parties and filed with the Court no later than 14 days prior to trial. Each party shall also lodge

with the Court at chambers, a duplicate completed exhibit list plus one complete, duplicate marked set of that party's proposed exhibits for the Court's use during the trial. Unless otherwise ordered, Plaintiff shall identify exhibits beginning with the number "1" and the Defendant shall identify exhibits beginning with the letter "A." The Court will provide a template for the Exhibit List upon request.


(12) WITNESS LISTS. Witness lists shall be prepared and exchanged between parties and filed with the Clerk no later than 14 days prior to trial. Each party shall provide opposing parties with a list of the party's witnesses and shall provide the Court with two copies of each list of witnesses. Witnesses should be listed in the order they are anticipated to be called.

(13) TRIAL PROCEDURES. A total of 3 trial days have been reserved for this trial. Because more than one case is set to begin on the designated trial date, upon completion of one trial another trial may begin. Due to this possibility, counsel, clients, and witnesses will need to be available during the entire week the trial is set. If the parties believe that more trial days will be required, the parties are ORDERED to notify the Court of this request no less than 60 days prior to trial. **On the first day of trial, counsel shall report to the Court's chambers at 8:30 a.m. for a brief status conference.** Unless otherwise ordered, or as modified during trial as necessary, trial days will begin at 9:00 a.m. and close at or about 5:00 p.m., with a one hour break for lunch.

(14) HEARINGS OR CONFERENCES WITH THE COURT. All meetings, conferences, and/or hearings with the Court shall be scheduled in advance with the Court's Secretary by calling 208-265-1445. No hearing shall be noticed without contacting the Secretary.

(15) ALTERNATE JUDGES. Notice is hereby given, pursuant to I.R.C.P. 40(d)(1)(G), that an alternate judge may be assigned to preside over the trial of this case, if the current presiding judge is unavailable. The list of potential alternate judges is: Charles W. Hosack, John P.

Luster, John T. Mitchell, Fred M. Gibler, Lansing Haynes, Rich Christensen, Cynthia Myer, Benjamin Simpson, Jeff Brudie, Carl Kerrick, John Stegner, Michael Griffin, and Steve Verby. If the I.R.C.P. 40(d)(1) disqualification has not previously been exercised, failure to disqualify, without cause, any one of these alternate judges within ten (10) days of the date of this Order shall constitute a waiver of such right.

DATED this 3 day of Sept, 2015.


BARBARA BUCHANAN
District Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order Setting Trial and Pretrial Order was served upon each of the following individuals in the manner indicated this 3 day of September, 2015.

Richard Lee Stacey
827 East Park Boulevard, Ste 201
Boise ID 83712

Mailed Hand Delivered _____ Faxed _____

Gary Alvan Finney
120 E Lake St, Suite #317
Sandpoint ID 83864

Mailed Hand Delivered _____ Faxed _____

Susan P. Weeks
1626 Lincoln Way
Coeur d'Alene ID 83814

Mailed Hand Delivered _____ Faxed _____

Michael W. Rosedale
Clerk Of The District Court

By: Linda Appier
Deputy Clerk

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**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,)
)
v.)
)
PEND OREILLE BONNER DEVELOPMENT,)
LLC, a Nevada limited liability company, et al.,)
)
Defendants.)
)

CASE NO. CV-2009-0001810
MEMORANDUM DECISION
AND ORDER GRANTING IN
PART RECONSIDERATION
of the July 21, 2015,
Memorandum Decision & Order

THIS MATTER came before the Court on September 2, 2015, for a hearing on:

1. JV LLC's Motion to Alter, Amend and Reconsider the Court's Memorandum Decision and Order re: JV LLC's Motions to Reconsider, and JV LLC's Motion for Partial Summary Judgment for Affirmative Relief Concerning JV LLC's Redemption Deed and as to Valiant's Redemption Deed, filed July 30, 2015;
2. JV LLC's Motion to Reconsider, Alter, and Amend the Judgment (Rule 11(B) and Rule 52(B)), filed August 18, 2015, in which reconsideration is sought of:
 - i) Memorandum Decision and Order Granting Valiant's Motion for Summary Judgment, filed April 14, 2015
 - ii) Memorandum Decision and Order re: 1) JV; NIR; and VP's Motion to Reconsider, filed July 21, 2015
 - iii) Judgment, filed August 5, 2015
 - iv) Decree of Foreclosure filed August 5, 2015
 - v) Order of Sale, ordered by in open Court, but not yet entered;
3. Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure, filed August 19, 2015;

4. Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property, filed August 19, 2015;¹ and
5. JV's Supplemental Motion to Alter, Amend, Set Aside the Judgment, Based on Valiant's Motions to Change the Order of Sale and Change the Decree of Foreclosure Pursuant to Rules 11(B); 52(b) and Rule 60, filed August 26, 2015.

Valiant Idaho, LLC (hereafter, "Valiant") is represented by Jeff R. Sykes and Richard L. Stacey, of McCONNELL WAGNER SYKES & STACEY, PLLC. JV, LLC is represented by Gary A. Finney, of FINNEY FINNEY & FINNEY, P.A. North Idaho Resorts, LLC and VP, Incorporated is represented by Susan P. Weeks, of JAMES, VERNON & WEEKS, P.A. All attorneys were present in the courtroom. JV, NIR, and VP are collectively referred to herein as "defendants".

I. DISCUSSION

On July 21, 2015, the Court entered a "Memorandum Decision and Order re: 1) JV, LLC, North Idaho Resorts, LLC, and VP, Incorporated's Motions to Reconsider, 2) Valiant's Request for Entry of Proposed Final Judgment and Decree of Foreclosure and Sale" (hereafter, "Memorandum Decision"). JV, LLC seeks reconsideration of this Memorandum Decision.

A.

In section III(C) of the Memorandum Decision, at pp. 14-16, the Court found that "[t]here is no genuine issue of material fact for trial as to whether the 2007 R.E. Loans Note (Loan No. P0099) and Pensco Note (Loan No. P0106) have been satisfied." *Id.* at p. 16.

Upon consideration, the Court hereby grants JV's motion to reconsider in part, and now finds that there is a genuine issue of material fact as to whether the 2007 R.E. Loans Note (Loan No. P0099) and Pensco Note (Loan No. P0106) have been satisfied. The defendants contend that these Notes have been satisfied by the Mortgage Fund '08 LLC Note, but thus far, have offered

¹ The Court issued an order regarding the proposed Order of Sale on the record in open court on August 5, 2015, but no written Order of Sale has been entered.

as evidence only a “Borrower’s Settlement Statement,” and “Borrower’s Final Settlement Statement,” *See JV L.L.C.’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment* (filed February 2, 2015), at Exhs. G, H. At trial, the Court would like to see and hear additional evidence on the issue of whether or not these loans have been satisfied, including testimony from the title company that issued the Settlement Statements.

B.

In section III(B) of the Memorandum Decision, at pp. 12-14, the Court found that “[t]here is no genuine issue of material fact for trial regarding the legal description in Exhibit A of the proposed Final Judgment and Decree of Foreclosure and Sale.” *Id.* at p. 14.

The legal description in Exhibit A to the proposed Final Judgment is identical to the legal description set forth in Exhibit 5 of the Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC’s Motion for Entry of Final Judgment, filed May 20, 2015.²

In support of Valiant’s Motion to Amend Decree of Foreclosure, and filed contemporaneously therewith, is the Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider Order for Sale of Real Property. In this Declaration, Mr. Shafer states that he made a mistake in his earlier Declaration as to the legal description, specifically, as to thirty (31) lots comprising a portion of the subject real property that are not secured by the Pensco Mortgage or Mortgage Fund 08 mortgage. Valiant is now asking the Court to allow it to amend/alter the Decree of Foreclosure to correct this mistake.

Upon consideration, the Court hereby grants JV’s motion to reconsider in part, and now finds that there is a genuine issue of material fact as to the legal description based upon Mr.

² At the August 5, 2015, hearing, Valiant’s attorney confirmed that the legal description in Exhibit A to the Final Judgment matched the legal description in Exhibit 5 of the Shafer Declaration; except on page 6, ¶ J of the Final Judgment, which had been corrected to read “certificate of sale for the Real Property” rather than “Sheriff’s Deed to the Real Property” in order to reflect the statutory language.

Shafer's altered opinion. At trial, the Court would like to hear foundational testimony qualifying Mr. Shafer as an expert. The defendants may offer testimony by any expert(s) in contravention of Mr. Shafer's opinion as to the legal description. However, the defendants are cautioned that if they will be disputing the accuracy of Mr. Shafer's legal description, they must comply fully with expert disclosure requirements in Rule 26(b)(4)(A) of the Idaho Rules of Civil Procedure.

II. CONCLUSION AND ORDER

NOW, THEREFORE, based upon the foregoing, IT IS HEREBY ORDERED THAT:

1. JV LLC's Motion to Alter, Amend and Reconsider the Court's Memorandum Decision and Order ..., filed July 30, 2015, is GRANTED IN PART only as to the two issues set forth above, and the trial shall be limited to these two issues. The motion to reconsider is otherwise denied and the July 21st Memorandum Decision affirmed in all other respects.
2. The remaining motions before the Court on September 2, 2015, are moot.
3. The Judgment and the Decree of Foreclosure, which were entered on August 5, 2015, shall be vacated in separate Orders.

IT IS SO ORDERED,

DATED this 4 day of September, 2015.



Barbara Buchanan
District Judge

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was mailed, postage prepaid, this 4 day of September, 2015, to:

Bruce A. Anderson
ELSAESSER JARZABEK ANDERSON ELLIOTT & MACDONALD, CHTD.
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(Attorney for R.E. Loans, LLC; and Valiant Idaho, LLC)



Deputy Clerk

GARY A. FINNEY
 FINNEY FINNEY & FINNEY, P.A.
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 Fax: (208) 263-8211
 ISB No. 1356

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.,	) Case No. CV-2009-1810
formerly known as National)
Golf Builders, Inc., a Nevada	) JV L.L.C.'S REQUEST FOR
corporation,	) CLERK'S MINUTES AND REPORTER'S
	) TYPED TRANSCRIPT OF ENTIRE
Plaintiff,	) PROCEEDING INCLUDING THE
	) DISTRICT COURT'S REMARKS AND
v.	) RULINGS IN OPEN COURT ON
	) SEPTEMBER 2, 2015
PEND OREILLE BONNER)
DEVELOPMENT, LLC, a Nevada)
limited liability company;)
R.E. LOANS, LLC, a California)
limited liability company; DAN)
S. JACOBSON, an individual,)
SAGE HOLDINGS LLC, an Idaho)
limited liability company;)
STEVEN G. LAZAR, an)
individual; PENSCO TRUST CO.)
CUSTODIAN FBO BARNEY NG;)
MORTGAGE FUND '08 LLC, a)
Delaware limited liability)
company; VP, INCORPORATED, an)
Idaho corporation; JV, LLC)
L.L.C., an Idaho limited)
liability company; WELLS FARGO)
FOOTHILL, LLC, a Delaware)
limited liability company;)
INTERSTATE CONCRETE AND)
ASPHALT COMPANY, an Idaho)

JV L.L.C.'S REQUEST FOR CLERK'S MINUTES AND REPORTER'S TYPED TRANSCRIPT OF ENTIRE PROCEEDING INCLUDING THE DISTRICT COURT'S REMARKS AND RULINGS IN OPEN COURT ON SEPTEMBER 2, 2015

corporation; T-O ENGINEERS,)
INC., fka Toothman-Orton)
Engineering Company, an Idaho)
corporation; PUCCI)
CONSTRUCTION INC., an Idaho)
corporation; ACI NORTHWEST,)
INC., an Idaho corporation;)
LUMBERMENS, INC., dba)
ProBuild, a Washington)
corporation; ROBERT PLASTER)
dba Cedar Etc; NORTH IDAHO)
RESORTS, LLC, an Idaho limited)
liability company; R.C. WORST)
& COMPANY, INC., an Idaho)
corporation; DOES 1 through X,)

Defendants.)

AND RELATED COUNTERCLAIMS,)
CROSS-CLAIMS, AND THIRD-PARTY)
COMPLAINTS)

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

Plaintiff,)

v.)

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

Defendants.)

AND RELATED COUNTERCLAIMS,)
CROSS-CLAIMS, AND THIRD-PARTY)
COMPLAINTS)

VALIANT IDAHO, LLC, an Idaho)
limited liability company,)

JV L.L.C.'S REQUEST FOR CLERK'S MINUTES AND REPORTER'S TYPED TRANSCRIPT OF
ENTIRE PROCEEDING INCLUDING THE DISTRICT COURT'S REMARKS AND RULINGS IN OPEN
COURT ON SEPTEMBER 2, 2015

Third Party)
Plaintiff,)

v.)

PEND ORIELLE BONNER)
DEVELOPMENT HOLIDNGS, 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' CRISTINE)
GRANT, an individual; RUSS)
CAPITAL GROUP, LLC, an Arizona)
limited liability company;)
MOUNTIAN 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.)

JV, LLC L.L.C., an Idaho)
limited liability company,)

JV L.L.C.'S REQUEST FOR CLERK'S MINUTES AND REPORTER'S TYPED TRANSCRIPT OF
ENTIRE PROCEEDING INCLUDING THE DISTRICT COURT'S REMARKS AND RULINGS IN OPEN
COURT ON SEPTEMBER 2, 2015

Defendant and Cross-)
 Claimant against all of the)
 Defendants and Third Party)
 Plaintiff,)
)
 v.)
)
 VALIANT IDAHO, LLC, an Idaho)
 limited liability company;)
 V.P., INC., an Idaho)
 corporation; RICHARD A.)
 VILLELLI, a married man; MARIE)
 VICTORIA VILLELLI, a married)
 woman; VILLELLI ENTERPRISES,)
 INC., a California)
 corporation; RICHARD A.)
 VILLELLI, as TRUSTEE OF THE)
 RICHARD ANTHONY VILLELLI AND)
 MARIE VICTORIA VILLELLI)
 REVOCABLE TRUST; THE IDAHO)
 CLUB HOMEOWNERS ASSOCIATION,)
 INC., an Idaho corporation;)
 the entity named in Attorney)
 Toby McLaughlin's Notice of)
 Unpaid Assessment as PANHANDLE)
 MANAGEMENT, INCORPORATED, an)
 Idaho corporation; and)
 HOLMBERG HOLDINGS, LLC, a)
 California limited liability)
 company,)
)
 Third Party)
 Defendants.)

)

COMES NOW JV, L.L.C. ("JV") and by its Attorney Gary A. Finney, and makes this Request for Clerk's Minutes and the Reporter's Typed Transcript of the entire proceeding, including the District Court's Remarks and Rulings in Open Court on September 9, 2015. The Transcripts are requested as soon as

JV L.L.C.'S REQUEST FOR CLERK'S MINUTES AND REPORTER'S TYPED TRANSCRIPT OF ENTIRE PROCEEDING INCLUDING THE DISTRICT COURT'S REMARKS AND RULINGS IN OPEN COURT ON SEPTEMBER 2, 2015

possible. JV L.L.C.'s Attorney Gary Finney will pay the cost(s) upon notification.

DATED this 8th day of September, 2015.


GARY A. FINNEY
Attorney at Law

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was delivered via facsimile or as otherwise indicated, this 8th day of September, 2015, and was addressed as follows:

Court Reporter
Val Larson
Via Courthouse Mail

Richard Stacey/Jeff Sykes
MCCONNELL WAGNER SYKES & STACEY PLLC
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Boise, ID 83712
[Attorney for R.E. LOANS, LLC & VALIANT IDAHO LLC]
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Steven C. Wetzel
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Via Facsimile: (208) 664-1684
[Attorney for NORTH IDAHO RESORTS, LLC, V.P. INC, & FOR
JV'S THIRD PARTY DEFENDANTS]

By: 

Richard L. Stacey, ISB #6800
 Jeff R. Sykes, ISB #5058
 Chad M. Nicholson, ISB #7506
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nicholson@mwsslawyers.com

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.

Case No. CV-09-1810

**VALIANT IDAHO, LLC'S
 OBJECTION TO JV, L.L.C.'S
 PROPOSED JUDGMENT
 SUBMITTED 09.10.15
 [As Between Defendants JV, L.L.C. and
 North Idaho Resorts, LLC/
 VP, Incorporated]**

Honorable Barbara A. Buchanan

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

COMES NOW, Valiant Idaho, LLC (“Valiant”), by and through its attorneys of record, McConnell Wagner Sykes & Stacey PLLC, and objects to JV, L.L.C.’s (“JV”) Proposed Judgment (as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, L.L.C.) (“Proposed Judgment”), which was purportedly hand-delivered to the Bonner County Courthouse on or about September 10, 2015. This objection is made pursuant to Rule 54 of the Idaho Rules of Civil Procedure, Idaho Code § 45-1302, and this Court’s Memorandum Decision and Order Granting Valiant Idaho, LLC’s Motion For Summary Judgment Against JV, LLC, North Idaho Resorts, LLC and VP, Incorporated entered April 14, 2015 (“SJ Decision”), and its Memorandum Decision and Order Re: (1) JV, LLC, North Idaho Resorts, LLC, and VP, Incorporated’s Motions to Reconsider; [and] (2) Valiant’s Request For Entry of Proposed Final Judgment and Decree of Foreclosure Sale entered July 21, 2015 (“07.21.15 Decision”).

I. PROCEDURAL HISTORY

On April 14, 2015, by way of the SJ Decision, this Court granted Valiant’s first summary judgment motion against Defendants JV, North Idaho Resorts, LLC (“NIR”) and VP, Incorporated (“VP”) (collectively, “Cross-Defendants”). The SJ Decision established that the mortgages assigned to Valiant by R.E. Loans, LLC (“RE Loans”), Pensco Trust Co. (“Pensco”) and Mortgage Fund ’08 LLC (“MF08”) (collectively, “Valiant Mortgages”) are prior in all right, title and interest to any interest possessed by Cross-Defendants.

On June 23, 2015, the Court granted Valiant's second summary judgment motion ("2nd SJ Decision") against Cross-Defendants. The 2nd SJ Decision adjudicated the real property encumbered by and subject to the Valiant Mortgages. At some point after this Court's entry of the 2nd SJ Decision, Cross-Defendants apparently reached a settlement agreement and stipulated as to the respective junior priorities of JV, NIR and VP.

On September 4, 2015, this Court entered its Memorandum Decision and Order Granting in Part Reconsideration of the July 21, 2015 Memorandum Decision & Order ("Reconsideration Order"). Pursuant to the Reconsideration Order, this Court determined that there are questions of fact concerning two discrete issues in this case (*i.e.*, [1] whether the 2007 RE Loans Note and the Pensco Note have been satisfied; and [2] as to the legal description of the property encumbered by the Valiant Mortgages). The Reconsideration Order did not alter this Court's adjudication that the Valiant Mortgages are prior in right, title and interest to any interests held by Cross-Defendants.

II. GOVERNING LAW

Idaho Code § 45-1302 provides:

In any suit brought to foreclose a mortgage or lien upon real property or a lien on or security interest in personal property, . . . the court shall, in addition to granting relief in the foreclosure action, **determine the title, estate or interest of all parties thereto in the same manner and to the same extent and effect as in the action to quiet title.**

Idaho Code § 45-1302 (emphasis added).

Rule 54(a) of the Idaho Rules of Civil Procedure provides:

. . . A judgment shall state the relief to which a party is entitled on one or more claims for relief in the action. Such relief can include dismissal with or without prejudice. A judgment shall not contain a recital of pleadings, the report of a master, the record of prior proceedings, the court's legal reasoning, findings of fact, or conclusions of law. A judgment is final if either it has been certified as final pursuant to subsection (b)(1) of this rule or judgment has been entered on all claims for relief, except costs and fees, asserted by or against all parties in the action. . . .

Idaho Rules of Civil Procedure, Rule 54(a) (emphasis added).

This Court ruled in the SJ Decision that Idaho statutory provisions, together with *Hardy v. McGill*, 137 Idaho 280 (2002), that Valiant, “. . . as the holder of a lien such as the 2007 RE Loans Mortgage against the Idaho Club Property, and as the payor of back taxes to redeem the property, is now entitled to enforce the indebtedness as part of its own contract and the amount paid is entitled to the priority of the existing mortgage. . . .” See SJ Decision, p. 16. This determination was expressly reaffirmed in its 2nd SJ Decision. See 2nd SJ Decision, p. 21. This determination was not reversed pursuant to the Reconsideration Order.

A. JV's Proposed Judgment Does Not Comply With Idaho Code § 45-1302.

JV's Proposed Judgment does not comply with Idaho Code § 45-1302 in that it does not include a determination as to the title, estate or interest of all parties in this action, including Valiant. This is particularly noteworthy, given that Valiant has been adjudicated to have interest prior in right, title and interest to that held by any other party in this case, specifically including, but not limited to, JV. JV's Proposed Judgment completely ignores this fact.

Additionally, JV's Proposed Judgment is riddled with inappropriate, improper and factually inaccurate statements of fact, legal reasoning and conclusions of law. *See* Proposed Judgment, ¶¶ 3-12. For example, Paragraph 11 of the Proposed Judgment includes the assertion that "JV is subrogated to the first tax lien of Bonner County for the delinquent taxes paid." This is the exact opposite of this Court's rulings on multiple occasions in this case. This chicanery should not be tolerated.

Lastly, JV's Proposed Judgment has neither been certified as final pursuant to Rule 54(b)(1) of the Idaho Rules of Civil Procedure nor has judgment been entered on all claims for relief asserted by or against all of the parties in this action. To the contrary, there is now an evidentiary hearing scheduled for January 25, 2016, at which the claims of all parties in this action shall be finally adjudicated. As such, judgment should not be entered in this case until Valiant's claims have been fully and finally adjudicated in accordance with Idaho law.

III. CONCLUSION

Based upon the foregoing law and argument, together with records on file with this Court, Valiant respectfully requests that this Court find the objections stated herein to constitute good cause to disregard JV's Proposed Judgment, in its entirety.

DATED this 16th day of September 2015.

McCONNELL WAGNER SYKES & STACEY P.C.

BY:


Richard L. Stacey

Attorneys For Valiant Idaho, LLC

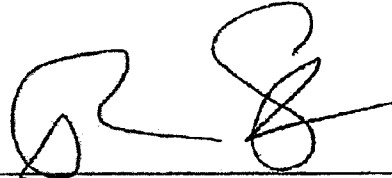
CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on the 16th day of September 2015, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

<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 checked="" type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail brucea@ejame.com</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 checked="" type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail garvfinney@finneylaw.net</p>
<p>D. Toby McLaughlin, Esq. Berg & 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 checked="" type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail toby@sandpointlaw.com</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 <input type="checkbox"/> Hand Delivered <input checked="" type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail sweeks@jvwlaw.net</p>

With two (2) 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

A handwritten signature in black ink, appearing to read 'R. Stacey', is written above a horizontal line.

Richard L. Stacey

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT

2015 SEP 17 A 8:52

CLERK DISTRICT COURT

**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,	)	CASE NO. CV-2009-0001810
)	
Plaintiff,)	
	)	NOTICE re: proposed Judgment
v.	)	(as Between Defendant V.P., Inc.
	)	and North Idaho Resorts and the
PEND OREILLE BONNER DEVELOPMENT,	)	Defendant JV, L.L.C.)
LLC, a Nevada limited liability company, et al.,)	
)	
Defendants.)	
)	

On August 24, 2015, a “Stipulation for Settlement and for Judgment as Between Defendant V.P., Inc. and North Idaho Resorts and the Defendant JV, L.L.C.” was filed. Pursuant to said Stipulation, counsel for JV, L.L.C. submitted a proposed “Judgment (as Between Defendant V.P., Inc. and North Idaho Resorts and the Defendant JV, L.L.C.)”. On September 16, 2015, Valiant Idaho, LLC filed an Objection to JV, L.L.C.’s proposed Judgment.

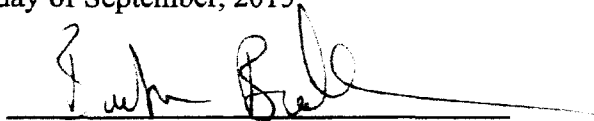
Upon review of the proposed Judgment and Valiant’s Objection thereto, the Court finds that J.V. L.L.C.’s proposed Judgment does not comply with Idaho Rule of Civil Procedure 54(a). Moreover, it contains statements of fact and conclusions of law that are inaccurate and improper.

Because the Court will be vacating the Judgment and the Decree of Foreclosure entered on August 5, 2015, and has scheduled an evidentiary hearing on January 25, 2016, to finally

adjudicate the claims of all parties in this case, NOTICE IS HEREBY GIVEN THAT JV. L.L.C.'s proposed Judgment shall not be entered at this time. The Court shall not enter any judgments or decrees in this case until the conclusion of the evidentiary hearing in January 2016.

The Clerk of Court is instructed to return to JV L.L.C. the checks submitted for certification and recording of the proposed Judgment.

DATED this 17 day of September, 2015

A handwritten signature in black ink, appearing to read "Barbara Buchanan", is written over a horizontal line. The signature is cursive and extends to the right of the line.

**Barbara Buchanan
District Judge**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was delivered via facsimile transmission, this 17 day of September, 2015, to:

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(Attorneys for VP, Incorporated/North Idaho Resorts, LLC)

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& STACEY, PLLC.
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Boise, ID 83712
Facsimile: (208) 489-0110
(Attorney for R.E. Loans, LLC; and Valiant Idaho, LLC)



Deputy Clerk

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT

2015 SEP 17 P 1:58

FILED DISTRICT COURT

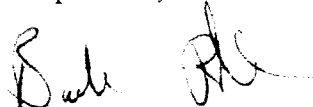
IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF
IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC., formerly)
known as NATIONAL GOLF BUILDERS,)
INC., a Nevada corporation,) CASE NO. CV-2009-0001810
)
Plaintiff,)
)
v.) ORDER VACATING DECREE OF
) FORECLOSURE entered on
) August 5, 2015
POND OREILLE BONNER DEVELOPMENT,)
LLC, a Nevada limited liability company, *et al.*,)
)
Defendants.)
_____)

A Decree of Foreclosure was entered in the above-entitled matter on August 5, 2015.
NOW, THEREFORE, IT IS HEREBY ORDERED THAT said Decree of Foreclosure is
VACATED.

IT IS SO ORDERED,

DATED this 17 day of September, 2015.



Barbara Buchanan
District Judge

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was delivered via facsimile transmission, this 11 day of September, 2015, to:

Bruce A. Anderson
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Brent C. Featherston
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(Attorneys for Pensco/Mortgage Fund)

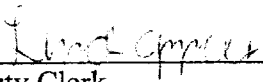
Gary A. Finney
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Susan P. Weeks
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Facsimile: 208.664.1684
(Attorneys for VP, Incorporated/North Idaho Resorts, LLC)

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& STACEY, PLLC.
827 East Park Boulevard, Suite 201
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Fax# (208) 489-0110
(Attorney for R.E. Loans, LLC; and Valiant Idaho, LLC)



Deputy Clerk

5 SEPT 2015 11:58 AM
CLERK OF DISTRICT COURT
BONNER COUNTY, IDAHO

2015 SEP 17 P 1:58

CLERK OF DISTRICT COURT
[Signature]

**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,	)	CASE NO. CV-2009-0001810
)	
Plaintiff,)	
	)	ORDER VACATING JUDGMENT
v.	)	entered on August 5, 2015
)	
PEND OREILLE BONNER DEVELOPMENT,)	
LLC, a Nevada limited liability company, et al.,)	
)	
Defendants.)	
)	

A Judgment was entered in the above-entitled matter on August 5, 2015. Said Judgment was recorded on August 5, 2015, as Instrument #877298, of the Bonner County, Idaho, records.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT said Judgment is VACATED.

IT IS SO ORDERED,

DATED this 17 day of September, 2015.

[Handwritten Signature]

**Barbara Buchanan
District Judge**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was delivered via facsimile transmission, this 17 day of September, 2015, to:

Bruce A. Anderson
ELSAESSER JARZABEK ANDERSON ELLIOTT & MACDONALD, CHTD.
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(Attorneys for Pensco/Mortgage Fund)

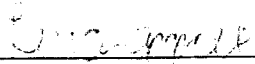
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Deputy Clerk

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Attorneys for Defendants North Idaho Resorts, LLC and VP, Incorporated

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.

Case No. CV-2009-1810

SUBPOENA DUCES TECUM TO FIRST
AMERICAN TITLE COMPANY

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

THE STATE OF IDAHO TO: **First American Title Company**
419 N 2nd Ave
Sandpoint, ID 83864

You are hereby commanded pursuant to Rule 45(b) of the Idaho Rules of Civil Procedure, to produce or permit inspection and copying of the following documents or objects, including electronically stored information, at the place, date and time specified below.

1. Your entire file, No. 239217 for your reference, relating to the Pensco Trust Co. Loan No. of P0106, a true and correct copy of the mortgage from this transaction is attached hereto

SUBPOENA DUCES TECUM TO FIRST AMERICAN TITLE COMPANY:

ORIGINAL

as "Exhibit G." This command specifically includes, but is not limited to, the production or permitted inspection and copying of the following:

- All orders or directions to open the file,
- All closing documents,
- All title documents,
- All communications, and
- Copies of all checks issued.

2. Your entire file, No. 239217 for your reference, relating to the Mortgage Fund '08 LLC Loan No. P0107, a true and correct copy of the mortgage from this transaction is attached hereto as "Exhibit J." This command specifically includes, but is not limited to, the production or permitted inspection and copying of the following:

- All orders or directions to open the file,
- All closing documents,
- All title documents,
- All communications, and
- Copies of all checks issued.

PLACE, DATE AND TIME: The law offices of James, Vernon & Weeks, P.A., 1626 Lincon Way, Coeur d'Alene, ID 83814, by close of business on October 1, 2015.

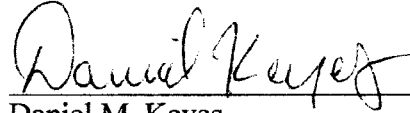
You are further notified that if you fail to appear at the place and time specified above, or to produce or permit copying or inspection as specified above you may be held in contempt of court and that the aggrieved party may recover from you the sum of \$100.00 and all damages which he may sustain by your failure to comply with this subpoena.

A representative of Sandpoint Title Insurance, Incorporated need not appear in person at the place of production or inspection. The documents and materials requested may be provided via u.s. mail or electronic mail transmission. A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in demand.

BY ORDER OF THE COURT.

DATED this 10th day of September, 2015.

JAMES, VERNON & WEEKS, P.A.

A handwritten signature in cursive script, reading "Daniel M. Keyes", written over a horizontal line.

Daniel M. Keyes
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of September, 2015, I served a true and correct copy of the foregoing in the manner indicated:

U.S. Mail, Postage Prepaid
 Hand Delivered
 Overnight Mail
 Facsimile: 208-263-8211

Gary A. Finney
FINNEY FINNEY & FINNEY, PA
120 E Lake St., Ste. 317
Sandpoint, ID 83864

U.S. Mail, Postage Prepaid
 Hand Delivered
 Overnight Mail
 Facsimile: 208-489-0110

Richard Stacey
McConnell Wagner Sykes & Stacey, PLLC
827 East Park Blvd., Ste. 201
Boise, ID 83712



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.

FILED BY
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

Page 1 of 30

G

3559

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 on a good faith basis if a 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.

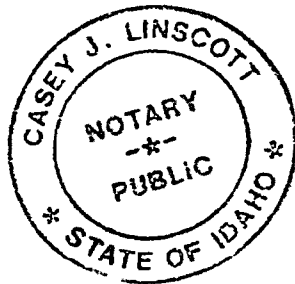
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date set forth above.

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 Boone

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: 12/4/2013

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° 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.

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° 08' 06" E, 563.94 feet from the Southeast corner of the Section; thence, perpendicular to the East line of the Section, N 89° 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° 25' 02" E, 99.41 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence S 32° 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° 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° 08' 06" E, 582.67 feet from the Southeast corner of the Section; thence, perpendicular to the East line of the Section, N 89° 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° 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° 04' 08" W, 77.25 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence N 67° 17' 36" E, 84.44 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence N 88° 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° 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:

1. 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);
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°) for a chord of South 10° 43' 01" East 193.87 feet;
3. Thence South 08° 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.

FILED
239217

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

FILED BY First American Title
2008 AUG - 6 P 3:37
9300
MARIE SCOTT
BONNER COUNTY RECORDER
CB DEPUTY

FILED BY First American Title
2008 AUG - 6 P 3:39
9300
MARIE SCOTT
BONNER COUNTY RECORDER
CB DEPUTY

Loan No. P0107

756397 756398 756399

SPACE ABOVE THIS LINE FOR RECORDER'S USE

✓ **ALL-INCLUSIVE 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.

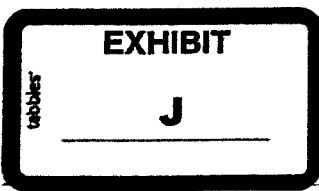
The Mortgagor's address for notice is 6900 South McLarran Blvd, Suite 1010, Reno, Nevada 89509.

The "Mortgagee" under this Mortgage is MORTGAGE FUND '08 LLC, a Delaware limited liability company.

Mortgagor has contracted to borrow from Mortgagee the principal sum of \$21,980,000.00 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 an ALL-INCLUSIVE 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 BEING RECORDED AFTER A MORTGAGE IN FAVOR OF PENSCO TRUST CO., CUSTODIAN FBO BARNEY NG OF EVEN DATE HEREWITH SECURING A PROMISSORY NOTE IN THE PRINCIPAL SUM OF \$2,700,000.00. THIS MORTGAGE IS EXPRESSLY INTENDED TO BE JUNIOR IN PRIORITY TO SAID \$2,700,000.00 MORTGAGE.

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



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 \$21,980,000.00. 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."

BEGINNING OF ALL-INCLUSIVE PROVISIONS

This is an all-inclusive Mortgage and is subject and subordinate to the following mortgages now of record or recorded concurrently herewith securing those certain notes (hereinafter "INCLUDED NOTE") the current unpaid principal balances of which are included in the Note:

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 this Mortgage
Date of recordation of mortgage securing INCLUDED NOTE	To be recorded immediately before this Mortgage
County of recordation of mortgage securing INCLUDED NOTE:	Bonner County, Idaho

In the event of the foreclosure of the lien of this Mortgage, the indebtedness due Mortgagee may not exceed the sum of the following amounts:

- a. The difference between the then unpaid balance of principal and interest on the Note secured hereby and the then unpaid balance of principal and interest on the INCLUDED NOTES; and
- b. The aggregate of all amounts paid by Mortgagee pursuant to the terms of this Mortgage prior to the date of such foreclosure sale for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Mortgagee pursuant to the terms of this Mortgage, or the Note, to the extent the same were not previously repaid by Mortgagor to Mortgagee; and
- c. The costs of foreclosure hereunder plus attorneys fees and costs incurred by Mortgagee in enforcing this Mortgage or the Note secured hereby as permitted by law.

At such times as the Note secured hereby becomes all due and payable, the amount of principal and interest then payable to Mortgagee thereunder shall be reduced by the then unpaid balances of principal and interest due on the INCLUDED NOTES.

Mortgagor agrees to not cause an increase in the unpaid principal balances of the INCLUDED NOTES without the written consent of Mortgagee. Mortgagor further agrees to not amend, modify, or otherwise change any of the terms of the INCLUDED

NOTES, or any other agreement between Mortgagor and the payees of the INCLUDED NOTES relating to the INCLUDED NOTES, without the written consent of Mortgagee.

The obligation of Mortgagee hereunder to Mortgagor shall terminate upon the earlier of (1) foreclosure of the lien of this Mortgage, or (2) cancellation of the Note secured hereby and release of this Mortgage.

If at any time the unpaid balance of the Note secured hereby, accrued interest thereon, and all other sums due pursuant to the terms thereof and all sums advanced by Mortgagee pursuant to the terms of this Mortgage, is equal to or less than the unpaid principal balances of the INCLUDED NOTES and accrued interest thereon, the Note secured hereby, at the request of Mortgagor, shall be cancelled and the Property shall be released from the lien of this Mortgage.

Mortgagor shall perform the obligations secured by the mortgages securing the INCLUDED NOTES other than the payments to be made by Mortgagee as set forth in the Note secured by this Mortgage.

If there is a conflict between these all-inclusive provisions and any other provisions of this Mortgage, that conflict shall be resolved in favor of these all-inclusive provisions.

END OF ALL-INCLUSIVE PROVISIONS

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.

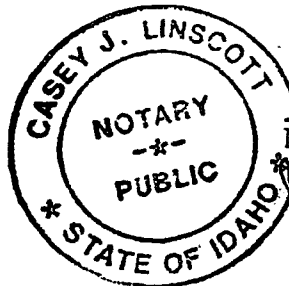
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date set forth above.

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

By: *Charles W. Reeves*
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
mm 8/14/2013

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:

Lots 5, 6, 7 and 8, Block 1; Lots 1 and 2, Block 2, GOLDEN TEE ESTATES 8TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho.

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° 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;

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 MARIE SCOTT
 BONNER COUNTY RECORDER
 DEPUTY

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.

Susan P. Weeks, ISB No. 4255
Daniel M. Keyes, ISB No. 9492
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COURT CLERK

Attorneys for Defendants North Idaho Resorts, LLC and VP, Incorporated

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.

Case No. CV-2009-1810

SECOND SUBPOENA DUCES TECUM TO
FIRST AMERICAN TITLE COMPANY

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

THE STATE OF IDAHO TO: **First American Title Company**
419 N 2nd Ave
Sandpoint, ID 83864

You are hereby commanded pursuant to Rule 45(b) of the Idaho Rules of Civil Procedure, to produce or permit inspection and copying of the following documents or objects, including electronically stored information, at the place, date and time specified below.

ORIGINAL

1. All documents (excluding those covered by attorney-client privilege) relating to any title or escrow claims related to either the Pensco Trust Co. Loan No. of P0106 or the Mortgage Fund '08 LLC Loan No. P0107.

PLACE, DATE AND TIME: The law offices of James, Vernon & Weeks, P.A., 1626 Lincoln Way, Coeur d'Alene, ID 83814, by close of business on October 2, 2015.

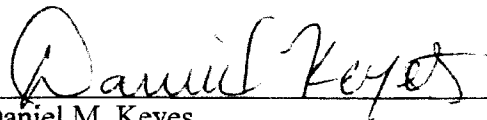
You are further notified that if you fail to appear at the place and time specified above, or to produce or permit copying or inspection as specified above you may be held in contempt of court and that the aggrieved party may recover from you the sum of \$100.00 and all damages which he may sustain by your failure to comply with this subpoena.

A representative of Sandpoint Title Insurance, Incorporated need not appear in person at the place of production or inspection. The documents and materials requested may be provided via u.s. mail or electronic mail transmission. A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in demand.

BY ORDER OF THE COURT.

DATED this 11th day of September, 2015.

JAMES, VERNON & WEEKS, P.A.


Daniel M. Keyes
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of September, 2015, I served a true and correct copy of the foregoing in the manner indicated:

U.S. Mail, Postage Prepaid
 Hand Delivered
 Overnight Mail
 Facsimile: 208-263-8211

Gary A. Finney
FINNEY FINNEY & FINNEY, PA
120 E Lake St., Ste. 317
Sandpoint, ID 83864

U.S. Mail, Postage Prepaid
 Hand Delivered
 Overnight Mail
 Facsimile: 208-489-0110

Richard Stacey
McConnell Wagner Sykes & Stacey, PLLC
827 East Park Blvd., Ste. 201
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Christina Elmore

Richard L. Stacey, ISB #6800
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nicholson@mwsslawyers.com

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

**VALIANT IDAHO, LLC'S
THIRD MOTION FOR
SUMMARY JUDGMENT**

Honorable Barbara A. Buchanan

Hearing:

October 23, 2015 – 2:00 p.m. PDST

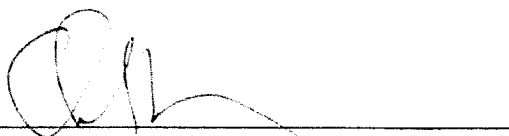
COMES NOW, Valiant Idaho, LLC (“Valiant”), by and through its attorneys of record, McConnell Wagner Sykes & Stacey PLLC, and, pursuant to Rule 56 of the Idaho Rules of Civil Procedure, moves this Court for an order of summary judgment establishing that the 2007 RE Loans Note and the Pensco Note (as defined in the Memorandum in Support of [Valiant’s] Third Motion For Summary Judgment [“Memorandum”]) have not been satisfied. Valiant further moves this Court for an order of summary judgment establishing that there is no genuine issue of material fact as to the real property subject to the 2007 RE Loans Note/Mortgage, the Pensco Note/Mortgage and the MF08 Note/Mortgage (all as defined in the Memorandum).

This motion is made and based upon the records and files herein; the Memorandum and the Declaration of Barney Ng in Support of Valiant Idaho, LLC’s Third Motion For Summary Judgment filed herewith; and, all other and further evidence and arguments presented at the hearing of this motion.

DATED this 24th day of September 2015.

McCONNELL WAGNER SYKES & STACEY^{PLLC}

BY:



Chad M. Nicholson
Attorneys For Valiant Idaho, LLC

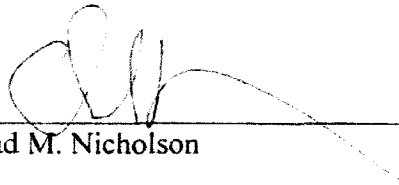
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 24th day of September 2015, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

<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 checked="" type="checkbox"/> Electronic Mail brucea@ejame.com</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 type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail garyfinney@finneylaw.net</p>
<p>D. Toby McLaughlin, Esq. Berg & 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 checked="" type="checkbox"/> Electronic Mail tobv@sandpointlaw.com</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 type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail sweeks@jvwlaw.net</p>

With two (2) copies via Federal Express to:

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



Chad M. Nicholson