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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

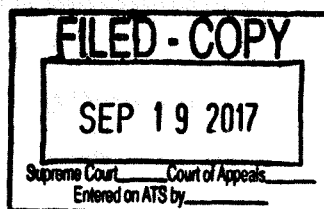
CLERK'S RECORD ON APPEAL

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

Richard L. Stacey
Jeff R. Sykes
Chad M. Nicholson
827 East Park Boulevard, Suite 201
Boise, Idaho 83712
Attorneys for Respondents

Gary A. Finney
120 East Lake Street, Suite 317
Sandpoint, Idaho 83864
Attorney for Appellant JV

Daniel M. Keyes
Susan P. Weeks
1626 Lincoln Way
Coeur d'Alene, Idaho 83814
Attorneys for Appellants VP and North Idaho Resorts



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44583

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Richard L. Stacey, ISB #6800
Chad Nicholson, ISB #7506
MEULEMAN MOLLERUP LLP
755 W. Front Street, Suite 200
Boise, Idaho 83702
(208) 342-6066 Telephone
(208) 336-9712 Fax
stacey@lawidaho.com
nicholson@lawidaho.com
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STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 APR 29 AM 10 05

CLERK DISTRICT COURT

DEPUTY

Attorneys for R.E. Loans, 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,

v.

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

Defendants.

Case No. CV-2009-1810

**DECLARATION OF CHAD M.
NICHOLSON IN SUPPORT OF R.E.
LOANS, LLC'S MOTION FOR SUMMARY
JUDGMENT AGAINST CROSS-
CLAIMANT ACI NORTHWEST, INC.**

The Honorable Michael Griffin

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

CHAD M. NICHOLSON, declares and states as follows:

1. I make this declaration based upon my personal knowledge.
2. I am an attorney of record for Defendant/Cross-Defendant R.E. Loans, LLC ("R.E. Loans"), in the above-entitled matter.
3. Attached hereto as Exhibit A is a true and correct copy of documents produced by

**DECLARATION OF CHAD M. NICHOLSON IN SUPPORT OF R.E. LOANS, LLC'S MOTION FOR
SUMMARY JUDGMENT AGAINST CROSS-CLAIMANT ACI NORTHWEST, INC.- Page 1**

ACI Northwest, Inc. to R.E. Loans during discovery.

4. Attached hereto as Exhibit B is a true and correct copy of ACI Northwest, Inc.'s Claim of Lien, recorded on April 25, 2008 in Bonner County as Instrument No. 750247.

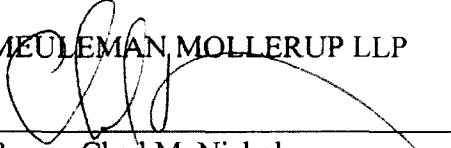
5. Attached hereto as Exhibit C is a true and correct copy of ACI Northwest, Inc.'s Satisfaction and Release of Lien, recorded on April 6, 2008 in Bonner County as Instrument No. 756407.

6. Attached hereto as Exhibit D is a true and correct copy of ACI Northwest, Inc.'s Claim of Lien, recorded on February 9, 2010 in Bonner County as Instrument No. 787569.

I declare under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

DATED this 2nd day of April 2014.

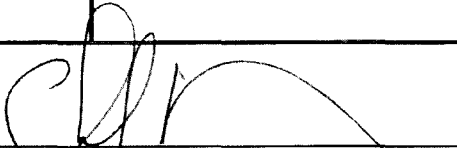
MEULEMAN, MOLLERUP LLP


By: Chad M. Nicholson
Attorneys for R.E. Loans, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 25th day of April 2014, a true and correct copy of the foregoing document was served by the method indicated below to the following parties:

Charles M. Dodson Dodson & Racon 1424 Sherman, Ste. 300 Coeur d' Alene, Idaho 83814 Fax: 208-666-9211 <i>Counsel for RC Worst & Company</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary I. Amendola Amendola Doty & Brumley, PLLC 702 N. 4 th Street Coeur d'Alene, ID 83814 Fax: 208-765-1046 <i>Counsel for T-O Engineers, Inc.</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Steven C. Wetzel Kenneth Huitt James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, ID 83814 Fax: 208-664-1684 <i>Counsel for VP Incorporated and North Idaho Resorts, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Bruce A. Anderson Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd. 320 East Neider Ave., Suite 102 Coeur d' Alene, ID 83815 Fax: 208-667-2150 <i>Counsel for Dan S. Jacobson, Steven G. Lazar, and Sage Holdings, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Brent C. Featherston Featherston Law Firm, Chtd. 113 South Second Ave. Sandpoint, Idaho 83864 Fax: 208-263-0400 <i>Counsel for Pensco Trust Co. and Mortgage Fund '08</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary A. Finney Finney Finney & Finney, P.A. 120 E. Lake Street, Ste 317 Sandpoint, Idaho 83864 Fax: 208-263-8211 <i>Counsel for J.V., LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Stanley J. Tharp Peter W. Ware David M. Swartley Eberle, Berlin, Kading, Turnbow & McKlveen, Chartered 1111 West Jefferson Street, Suite 530 P.O. Box 1368 Boise, ID 83701 Fax: 208-344-8542 <i>Counsel for Wells Fargo Foothill, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	John Finney Finney Finney & Finney, P.A. 120 E. Lake Street, Ste 317 Sandpoint, Idaho 83864 Fax: 208-263-8211 <i>Counsel for Pucci Construction, Inc. and ACI Northwest, Inc.</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Courtesy Copy to: Ms. Jane Spencer Law Clerk to Judge Michael Griffin 320 W. Main Grangeville, Idaho 83530 <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	



 Chad M. Nicholson



May 17, 2007

Mr. Chuck Reeves
The Idaho Club
151 Clubhouse Way
Sandpoint, ID 83864

Re: Southside Water & Sewer System Contract

Dear Chuck,

I am forwarding signed contracts for the above referenced project. I have made the following revisions.

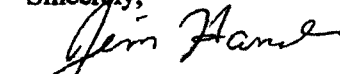
Article 3 Contract Time: We are currently projected to be substantially complete for both the wet and dry utility scope of work on June 30, 2007. Because of the liquidated damages, I would like to extend the substantial and final completion dates.

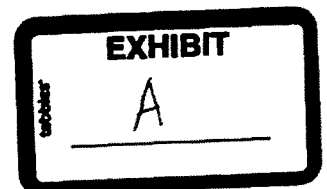
The original contract schedule had a duration of seven months with a Substantial Completion date of July 30, 2007. To date there are over \$1.9 million in approved change orders, increasing the original contract amount by 53%. Increasing the construction schedule by the same 53%, or 3 months, would generate a Substantial Completion date of October 31, 2007, and a Final Completion date of November 30, 2007. I have also excluded any wet or dry utility work on Road 3. In order to facilitate your paving schedule this year, our work on Road 3 cannot be started until the paving is done.

Article 3.4 Bonus Provision: ACI Northwest, Inc. fully expects to meet this milestone. However, I have extended the milestone date by 13 working days in order to facilitate your schedule to complete the wet and dry utility runs to the water reservoir and gazebo areas. This work is outside the scope of work outlined in Article 3.4 Bonus Provision.

Please initial the revisions made to the contract and forward a signed original to ACI Northwest, Inc. If you have any questions at all, please do not hesitate to call.

Sincerely,


Jim Haneke
President



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AGREEMENT

Revised November 20, 2006

THIS AGREEMENT is dated as of the 21st day of November the year 2006 by and between **Pend Oreille Bonner Development, LLC**, (hereinafter called OWNER), and **ACI Northwest, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described by Schedule, or part thereof as identified in the Notice of Award as follows:

BID SCHEDULE A: South Side Water Distribution System
BID SCHEDULE B: South Side Effluent Sewer Collection System

Article 2 ENGINEER

The Project has been designed by TOOTHMAN-ORTON ENGINEERING CO., West 280 Prairie Avenue, Coeur d'Alene, ID 83815 who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 CONTRACT TIME

3.1 Work encompassed by this Agreement as identified in Article 1 above shall be Substantially Complete, as stated in paragraph 14.04 of the General Conditions; and shall be Complete and ready for Final Payment, in accordance with paragraph 14.07 of the General Conditions; in accordance with the following:

Substantial Completion	Final Completion	Liquidated Damages
<u>October 31, 2007</u>	<u>November 30, 2007</u>	Per Calendar Day
July 30, 2007	August 30, 2007	\$2,000

- Excluding any wet or dry utility work on Road 3 (Idaho Club Drive - section 3) JWA

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount(s) specified in Paragraph 3.1 for each day that expires after the time specified in Paragraph 3.1 for Final Completion of the Work until the Work is complete. Circumstances beyond the Contractor's control which may delay completion shall include schedule delays caused by contractors out of CONTRACTORS' control, inclement weather which prevents the contractor from working more than four hours per day, road limits based on Spring break-up, non-functional asphalt and/or concrete plants, acts of God such as but not limited to severe storms which may delay construction or other items beyond the control of the Contractor. Contractor shall incur no penalties due to delays caused by such events.

3.3 OWNER may elect to postpone certain work as outlined in the letter dated November 13, 2006 (attached hereto as Exhibit A), at its sole election by giving CONTRACTOR written notice of such election 20 days prior to such work otherwise being performed, and CONTRACTOR shall perform such work under the terms and conditions of this Agreement except as specifically modified in Exhibit A.

3.4 Bonus provision. If CONTRACTOR substantially completes all wet and dry utility work on the roads listed in this paragraph, and such work is completed to the point necessary to allow paving of the listed roads to commence by ~~June 15, 2007~~ ^{JULY 4, 2007}, then CONTRACTOR shall be entitled to a bonus payment of \$50,000.00. The roads upon which such work must be completed in order for CONTRACTOR to receive said bonus include: Idaho Club Drive from the main entrance to the intersection with Greatwater Circle; Greatwater Circle; Geen Monarch Lane; North Star Lane; Brightwater Lane; Wildridge Way; White Cloud Drive north of Idaho Club Drive and Trappers Loop; and Wildflower Way. In no event will CONTRACTOR have a claim to said bonus payment due to any claim that OWNER prevented CONTRACTOR from proceeding with their work or otherwise for any reason whatsoever.

Article 4 CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: See copy of CONTRACTOR'S BID, attached. In addition, OWNER and CONTRACTOR agree that adjustments shall be made to the Contract

AGREEMENT

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Price based upon changes in the cost of diesel fuel, off-road diesel fuel and gasoline during the course of the CONTRACTOR'S performance of the Work as follows: CONTRACTOR estimates that it will use 12002 gallons per month on average during the course of the Work, of all kinds of fuel. The beginning average cost of all kinds of fuel is \$2.54 per gallon. Any increase in the average cost between the beginning and the end of each month shall be reimbursed to CONTRACTOR. OWNER shall be entitled to a credit for any decrease in the average cost between the beginning and end of each month. The amount of the reimbursement or credit shall be calculated by taking the increase or decrease in the monthly average fuel cost over the beginning average fuel cost times 12002 gallons per month. This calculation shall take place for a period of seven (7) months, beginning in December, 2006, and continuing through June, 2007. The average cost which will be applied for purposes of these adjustments will be that which is generally available on the open market, or the actual cost paid by CONTRACTOR, whichever is less.

Article 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions on or about the 20th day of each month and, except as provided in 5.1.3 below, shall be paid by the 15th of the following month. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.

5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to 95% of all materials and Work completed, less aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.02 of the General Conditions.

5.1.2 The CONTRACTOR is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 20 (twenty) days from the date of approval of the payment request by the Owner. Invoices which are submitted by the 1st of each month, and shall be paid by the 20th of that month.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, including but not limited to acceptance by

Bonner County under the Conditional Use Permit and the Idaho Department of Environmental Quality, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07. Notwithstanding the above, final payment to Contractor shall not be withheld if Contractor has completed all work in a satisfactory manner to Engineer and the reason for the lack of acceptance stated above is do to design issues occasioned by the Engineer and not the fault of Contractor.

5.3 Payments to Subcontractors. The CONTRACTOR agrees to pay each subcontractor it contracts with to perform any portion of the work for satisfactory performance of its contract no later than 30 days from the receipt of each payment the CONTRACTOR receives from the OWNER, and to obtain the necessary lien waivers or releases as described more fully in the General Conditions. The CONTRACTOR agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed, subject to any retention held by Owner. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. Failure by the CONTRACTOR to carry out these requirements shall be a material breach of this Agreement.

Article 6 INTEREST

All moneys not paid when due hereunder shall bear interest at the legal rate set by 28-22-104, Idaho Code.

Article 7 CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with, and agrees to comply with all the provisions thereof, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations, including but not limited to the NPDES permit and the 404 Wetlands permit, that in any manner may affect cost, progress or performance of the Work and has made such independent investigations as CONTRACTOR deems necessary. CONTRACTOR understands that it is responsible for compliance with the aforementioned items and that any fines or other penalties or losses incurred because of a breach of such items due to actions or inactions of the CONTRACTOR will be the responsibility of the CONTRACTOR.

7.2 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.3 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR consist of the following:

- 8.1 This Agreement, pages 1 to 7, inclusive, including any exhibits.
- 8.2 Notice of Award
- 8.3 Idaho Standards for Public Works Construction (ISPWC) Division 100 – Standard General Conditions of the Construction Contract, 2005 Update, Section 1000, Special Provisions, and Subcontractor Insurance Requirements regarding underwriting requirements for doing business with Pend Oreille Bonner Development, LLC.
- 8.4 Drawings bearing the title: **Idaho Club Water and Sewer Phase I** dated July 2006, prepared by Toothman-Orton Engineering Company, a copy of which is attached hereto as Exhibit ____.
- 8.5 Construction Documents and Specifications bearing the title: **Idaho Club Water and Sewer Phase I** dated July 2006, prepared by ToothmanOrton Engineering Company.
- 8.6 CONTRACTOR's Bid, dated October 12, 2006, a copy of which is attached hereto as Exhibit B.
- 8.7 Addendum Number 1, dated July 18, 2006;
Addendum Number 2, dated August 11, 2006;
Addendum Number 3, dated August 22, 2006;
for Idaho Club Water and Sewer Phase I;
Letter dated November 13, 2006, referred to in paragraph 3.3.

- 8.8 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Field Order, Work Change Directive, Change Order, or Written Amendment as defined in Article 1 of the General Conditions.

Article 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 Except for an assignment by OWNER to an entity of which it controls more than fifty percent (50%) ownership, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event any dispute between the parties hereto concerning this Agreement, the interpretation hereof, and/or the subject matter hereof, the parties shall submit the controversy in question to arbitration in Sandpoint, Idaho, judgment upon the award rendered may be entered in any court having jurisdiction thereof. Except as specifically provided herein, the arbitration shall proceed in accordance with the laws of the State of Idaho. The party requesting arbitration shall give a written demand for arbitration to the other party by registered or certified mail. The demand shall set forth a statement of the nature of the dispute, the amount involved and the remedies sought. No later than twenty (20) calendar days after the demand for arbitration is served, the parties shall jointly select and appoint a retired judge of the Idaho First Judicial District to act as the arbitrator. In the event the parties do not agree on the selection of an arbitrator, the party seeking arbitration shall apply to the Idaho First Judicial District for the appointment of a retired judge of that court to serve as arbitrator. No later than ten (10) calendar days after the arbitrator is appointed, the arbitrator shall

schedule the arbitration for a hearing to commence on a mutually convenient date. The hearing shall commence no later than one hundred twenty (120) calendar days after the arbitrator is appointed and shall continue from day to day until completed. All discovery shall be completed no later than the commencement of the arbitration hearing or one hundred twenty (120) calendar days after the date that a proper demand for arbitration is served, whichever occurs earlier, unless upon a showing of good cause the arbitrator extends or shortens that period. The arbitrator shall issue his or her award in writing no later than twenty (20) calendar days after the conclusion of the hearing. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator is empowered to hear all disputes between the parties concerning the subject matter hereof, and the arbitrator may award monetary damages, specific performance, injunctive relief, rescission, restitution, costs and attorneys' fees. The results of such arbitration shall be conclusive and binding.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on November 21, 2006.

AGREEMENT

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OWNER:

Pend Oreille Bonner Development, LLC

By: Pend Oreille Bonner Development Holdings, Inc., its manager

By: *Chuck Reeves*

Name: *Chuck Reeves*

Title: *President*

Date: *11/21/06*

Address for giving notices:

151 Clubhouse Way
Sandpoint, ID 83864

Agent for Service of Process:

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CONTRACTOR:

ACI Northwest, Inc.

By: *Jim Haneke*

Name: *Jim Haneke*

Title: *President*

Date: *11/21/06*

Attest *Wanda Sue Lopez*

Address for giving notices:

6600 N. Government Way

Coeur d'Alene, ID 83815

License No.: *12948-AAA-1-2-3*

Agent for service of process:

IDAHO CLUB WATER AND SEWER PHASE I



ACI NORTHWEST INC.

6600 N. Government Way
 Coeur d'Alene, ID 83815
 Contact: Tib Costin
 Phone: 208-209-0210
 Fax: 208-772-2461

Quote To: Pend Oreille Bonner Development, LLC
 151 Clubhouse Way
 Sandpoint, ID 83864
Phone: 208-255-4079
Fax: 208-265-8650
 ATTN: Mr. Chuck Reeves

Job Name: Idaho Club Water and Sewer Phase I
Date of Plans: July, 2006
Revision Date:

Plans & Specifications by Toothman-Orton Engineers

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
BID SCH A SOUTH SIDE WATER					
1	Mobilization	1.00	LS	111,726.04	111,726.04
2	Topsoil Placement, Respreading, Hydroseeding	1,500.00	SY	2.22	3,330.00
3	Construction Staking	1.00	LS	50,864.24	50,864.24
4	12" C900 CL 200 PVC Water Pipe	4,801.00	LF	20.56	98,708.56
5	8" C900 CL 200 PVC Water Pipe	34,709.00	LF	10.33	358,543.97
6	6" C900 CL 200 PVC Water Pipe	25.00	LF	9.53	238.25
7	3" SDR 21 PR200 PVC Water Pipe	4,986.00	LF	1.82	9,074.52
8	2" SDR21 PR200 PVC Water Pipe	1,852.00	LF	1.64	3,037.28
9	12" Gate Valve w/ Thrust Blocking	9.00	EA	1,384.83	12,463.47
10	8" Gate Valve w/ Thrust Blocking	47.00	EA	802.14	37,700.58
11	6" Gate Valve w/ Thrust Blocking	47.00	EA	524.48	24,650.56
12	3" Gate Valve w/ Thrust Blocking	10.00	EA	396.23	3,962.30
13	2" Ball Corp Stop Valve	9.00	EA	144.53	1,300.77
14	Check Valve Assembly	3.00	EA	9,344.02	28,032.06
15	Pressure Reducing Valve Assembly	10.00	EA	19,536.30	195,363.00
16	Fire Hydrant Assembly	47.00	EA	2,219.65	104,323.55
17	Combination Air Valve Assembly	5.00	EA	3,363.62	16,818.10
18	Dual Combination Air Valve Assembly	3.00	EA	4,270.04	12,810.12
19	Blowoff Assembly	7.00	EA	684.05	4,788.35
20	8 x 2 Saddle Tap	9.00	EA	67.64	608.76
21	12" DI Tee w/ Thrust Blocking	8.00	EA	646.38	5,171.04
22	12" DI Elbow w/ Thrust Blocking	1.00	EA	463.26	463.26
23	12" DI 45 Elbow w/ Thrust Blocking	14.00	EA	427.36	5,983.04
24	12" DI 22.5 Elbow w/ Thrust Blocking	5.00	EA	425.08	2,125.40
25	12" DI End Cap w/ Thrust Blocking	1.00	EA	230.84	230.84
26	12 x 8 DI Reducer w/ Thrust Blocking	3.00	EA	642.14	1,926.42
27	8" DI Cross w/ Thrust Blocking	2.00	EA	532.70	1,065.40

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
28	8" DI Tee w/ Thrust Blocking	55.00	EA	401.28	22,070.40
29	8" DI elbow w/ Thrust Blocking	15.00	EA	293.29	4,399.35
30	8" DI 45 Elbow w/ Thrust Blocking	47.00	EA	280.43	13,180.21
31	8" DI 22.5 Elbow w/Thrust Blocking	43.00	EA	281.45	12,102.35
32	8" DI 11.25 Elbow w/Thrust Blocking	2.00	EA	277.18	554.36
33	8" DI End Cap w/ Thrust Blocking	5.00	EA	164.03	820.15
34	8 x 6 DI Reducer w/ Thrust Blocking	2.00	EA	235.79	471.58
35	3" Tee w/ Thrust Blocking	4.00	EA	226.52	906.08
36	3" Elbow w/ Thrust Blocking	11.00	EA	146.16	1,607.76
37	3" End Cap w/ Thust Blocking	7.00	EA	100.69	704.83
38	8 x 3 DI Reducer w/ Thust Blocking	4.00	EA	273.78	1,095.12
39	3 x 2 Reducer w/ Thust Blocking	1.00	EA	97.59	97.59
40	2" Elbow w/ Thrust Blocking	4.00	EA	65.71	262.84
41	2" End Cap w/ Thust Blocking	11.00	EA	41.13	452.43
42	Single Water/Fire Service (w/o meter)	188.00	EA	1,548.15	291,052.20
43	1.5" CL 200 Poly Service	3,279.00	LF	1.00	3,279.00
44	Standard Trenching and Backfill	25,966.00	LF	13.68	355,214.88
45	Trenching and Backfill (2-Pipes)	10,643.00	LF	15.20	161,773.60
46	Trenching and Backfill (3-Pipes)	800.00	LF	17.10	13,680.00
47	Rock Excavation Trench (assumed Length*)	6,491.50	LF	14.37	93,282.86
48	Rock Excavation Trench 2-Pipes (assumed Length)	2,661.00	LF	26.19	69,691.59
49	Rock Excavation Trench 3-Pipes (assumed Length)	200.00	LF	26.19	5,238.00
50	Rock Excavation Non-Trench (assumed Volume)	40.00	CY	54.00	2,160.00
51	Crush Pipe Bedding - Lagoon Contract	49,652.00	LF	3.47	172,292.44
52	Remove Existing Pipe	2,000.00	LF	7.05	14,100.00
53	Pipe Anchors (Slopes > 20%)	14.00	EA	640.88	8,972.32
54	Meter Reading Equipment/Software	1.00	LS	7,184.10	7,184.10
BID SCHEDULE A TOTAL					\$2,351,955.92
SCHEDULE B SOUTH SIDE SEWER.					
1	Mobilization	1.00	LS	107,065.18	107,065.18
2	Topsoil Placement Respreading & Hydroseeding	800.00	SY	2.22	1,776.00
3	Construction Staking	1.00	LS	49,432.51	49,432.51
4	8" SDR26 PVC Gravity Sewer Pipe	3,350.00	LF	6.11	20,468.50
5	6" SDR26 PVC Gravity Sewer Pipe	3,800.00	LF	4.03	15,314.00
6	4" SDR26 PVC Gravity Sewer Pipe	3,139.00	LF	2.43	7,627.77
7	3" SDR21 PR200 Pressure Sewer Pipe	5,998.00	LF	1.76	10,556.48
8	2" SDR 21 PR200 Pressure Sewer Pipe	16,329.00	LF	1.09	17,798.61
9	8" Gate Valve w/ Thrust Blocking	3.00	EA	809.24	2,427.72
10	6" Gate Valve w/ Thrust Blocking	2.00	EA	558.59	1,117.18
11	4" Gate Valve w/ Thrust blocking	2.00	EA	473.77	947.54
12	3" Gate Valve w/ Thrust Blocking	8.00	EA	421.14	3,369.12
13	2" Gate Valve w/ Thrust Blocking	23.00	EA	312.27	7,182.21

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
14	8" x 3" Saddle Tap	1.00	EA	311.78	311.78
15	8" x 2" Saddle Tap	2.00	EA	310.72	621.44
16	6" x 3" Saddle Tap	1.00	EA	172.73	172.73
17	6" x 2" Saddle Tap	2.00	EA	235.37	470.74
18	4" x 2" Saddle Tap	3.00	EA	188.70	566.10
19	8" PVC Coupling	1.00	EA	37.34	37.34
20	8" PVC 45 Elbow w/ Thrust Blocking	4.00	EA	147.02	588.08
21	8" PVC 11.25 Elbow	2.00	EA	96.86	193.72
22	8" x 6" PVC Reducer	1.00	EA	92.49	92.49
23	6" PVC 45 Elbow w/ Thrust Blocking	8.00	EA	125.11	1,000.88
24	6" x 4" PVC Reducer	1.00	EA	75.37	75.37
25	4" PVC 45 Elbow w/ Thrust Blocking	2.00	EA	116.63	233.26
26	4" PVC 22.5 Elbow	1.00	EA	116.68	116.68
27	3" Cross w/ Thrust Blocking	1.00	EA	237.55	237.55
28	3" Tee w/ Thrust Blocking	3.00	EA	195.56	586.68
29	3" Elbow w/ Thrust Blocking	2.00	EA	168.81	337.62
30	3" End Cap w/ Thrust Blocking	1.00	EA	154.63	154.63
31	3" x 2" Reducer	5.00	EA	127.49	637.45
32	2" Tee w/ Thrust Blocking	12.00	EA	194.16	2,329.92
33	2" Elbow w/ Thrust Blocking	7.00	EA	91.96	643.72
34	2" End Cap w/ Thrust Blocking	4.00	EA	118.99	475.96
35	Pressure Sustaining Valve Assembly (PSV)	4.00	EA	3,961.33	15,845.32
36	Combination Air Valve Assembly	5.00	EA	2,847.11	14,235.55
37	Dual Combination Air Valve Assembly	1.00	EA	4,048.47	4,048.47
38	Pressure Sewer Service	168.00	EA	1,040.91	174,872.88
39	Gravity Sewer Service	20.00	EA	1,126.09	22,521.80
40	Add'l 1" CL200 Poly Service Pipe	1,864.00	LF	0.43	801.52
41	1.5" CL200 Poly Service Pipe	2,275.00	LF	1.14	2,593.50
42	Standard Manhole	4.00	EA	2,130.86	8,523.44
43	Gravity Sewer Cleanout	10.00	EA	254.61	2,546.10
44	Pressure Sewer Cleanout	24.00	EA	2,057.85	49,388.40
45	Standard Sewer Trenching and Backfill	36,755.00	LF	13.68	502,808.40
46	Rock Exc. Trench (assumed Length*)	9,189.00	LF	14.37	132,045.93
47	Rock Exc Non- Trench (assumed Length*)	40.00	CY	54.00	2,160.00
48	Crush Pipe Bedding Lagoon Contract	36,755.00	LF	2.51	92,255.05
49	Pipe Anchors (Slopes >20%)	6.00	EA	640.88	3,845.28
	BID SCHEDULE B TOTAL				\$1,283,458.60

GRAND TOTAL

\$3,635,414.52

NOTES:

Fuel Prices are based on 9/21/06 rates of \$2.76/gal Diesel Fuel, \$2.78/gal Gasoline and \$2.46/gal Off Road Diesel Fuel.
 Rock excavation for sewer and water services is excluded.
 Bid Schedule C Item 45 is bid as pipe removal only, roadway removal, restoration excluded.

All appurtenances to be set to subgrade only. Valve Boxes, precast rings, and associated castings will be left and stored on-site to be later installed by others once the roadways are set to finish grade.



6600 N. Government Way
Coeur d'Alene, ID 83815
Phone (208) 762-8820 Fax (208) 772-2461

CONTRACT FOR INFRASTRUCTURE CONSTRUCTION

This Agreement is made this 12th day of October, 2006 by and between Pend Oreille Bonner Development, LLC (hereinafter called the "Owner") and ACI NORTHWEST INC., (hereinafter called the "Contractor") to perform work on the following projects:

Project Description: Idaho Club Water and Sewer Phase I & Idaho Club Wastewater Storage Lagoon and Treatment System – Contract Identification Number 05128

Owner: Pend Oreille Bonner Development, LLC
Address: 151 Clubhouse Way
Sandpoint, ID 83864

Contractor: ACI Northwest Inc.
Address: 6600 N. Government Way
Coeur d'Alene, ID 83815

Project Engineer: Toothman-Orton Engineering Company
W. 280 Prairie Ave.
Coeur d'Alene, ID 83815

\$ 4,900,000.00
W CR
Contract Price – \$5,034,114.50 (Five Million, Thirty four thousand, One hundred fourteen dollars and fifty cents.)

Additionally, any increases or decreases in diesel fuel prices occurring after the date of this contract shall be adjusted (up or down) at the time of progress billing to reflect the actual fuel prices at the time of invoice.

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- 1.1 Scope of Work: The scope of work includes the supply of labor, materials and equipment to construct the said projects to the specifications and plan sheets as follows:

Idaho Club Water and Sewer Phase I:

Bid Schedule A; Item 51 Pipe Bedding to be crushed on-site

Bid Schedule B; Item 48 Pipe Bedding to be crushed on-site

Plan Sheets 1 through 91 inclusive, excluding any plan sheets or portions of the plan sheets referencing Schedules C – North Side Water Distribution System, Schedule D - North Side Effluent Sewer Collection System & Schedule E – Highway Crossings.

Idaho Club Wastewater Storage Lagoon and Treatment System:

Bid Schedule B;

Bid Schedule C;

Bid Schedule D; Item 6 assumes equipment other than manufactured by Allan Bradley

Plan Sheets 1 through 13 inclusive and Plan Sheets E1 through E12.

- 1.2 Change Orders: Shall be considered addenda to this contract. Corresponding adjustments in the contract price shall be so stated, and both parties in writing shall agree to the revised contract price.

- 1.3 Payments: Contractor shall submit on the 25th of each month a monthly progress payment report, listing by measured quantity, work completed to date. The schedule of values used to generate this report is part of this agreement and is included as EXHIBIT 1. Progress payments may include amounts for materials stored on the site. Contractor shall receive payment by Owner by the 15th of each month. Should the Contractor not be paid within 10 days the contractor shall have the option to stop work upon providing 24-hours notice to the Owner or the Owner's representative. In the event that the Owner disagrees with the quantities completed, the Engineer shall verify the site plans and work completed to date. ✓


- 1.3.1 Retention: Contractor's invoices shall show a five percent (5%) retention. Retention shall be released when the Engineer approves the installed facilities or the owner puts the improvements to beneficial use. At the contractors option the contractor may substitute a retention bond for the actual retention funds.

- 1.3.2 Interest: Any invoice not paid when due shall incur interest charges beginning 30 days after the due date at the rate of eighteen (18%) per annum computed daily.

- 1.4 Grade Control: As per bid documents.

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- 1.5 Contractor and Sub-Contractor Insurance & Laws: The Contractor agrees to be bound by and comply with all federal, state and local laws, ordinances and regulations, at its own cost and expense. Prior to the start of the Contractor's work the Contractor shall produce, verification of state workers compensation insurance and general liability insurance in a form acceptable to the Owner. Contractor will require any and all subcontractors and agents to provide the same. *Owner take note as additional issued* 
- 1.6 Warranty: The Contractor warrants its work against all deficiencies and defects in materials and/or workmanship for a period of one year from the date that Owner begins use or approval of the work by the Engineer, whichever occurs first, except those items covered by manufacturers' warranties, which will commence upon date of installation.
- 1.7 Completion Time and Penalty: The completion date shall be July 31, 2007 or _____, working days from the Notice to Proceed excluding Saturdays, Sundays, and Holidays. The Contractor, at his option may work Saturdays, Sundays, and Holidays. Circumstances beyond the Contractor's control which may delay completion shall include inclement weather which prevents the contractor from working more than four hours per day, road limits based on Spring break-up, non-functional asphalt and/or concrete plants, acts of God such as but not limited to severe storms which may delay construction or other items beyond the control of Contractor. Contractor shall incur no penalties due to delays caused by such events. The penalty for going beyond July 31, 2007 shall be \$2,000.00 dollars per day. The project shall be deemed complete when the owners engineer accepts the work or the owner converts the work to beneficial use.
- 1.8 Contractual Lien as Additional Collateral: Any lien on the Owner's property arising from work performed or materials supplied by Contractor pursuant to this agreement shall also encumber all of the Owner's other properties upon which Contractor has performed work and/or supplied materials during the term of the agreement.
- 1.9 Arbitration: In the event of any disagreement related to this agreement, either party shall call for arbitration by appointing an arbitrator who is reasonably qualified for the issue on which there is a disagreement. Within 10 days of the appointment of said arbitrator, the other party shall agree to the single arbitrator or shall appoint a similarly qualified arbitrator. If the two arbitrators are selected, within 10 days the two shall select a third arbitrator, and the three arbitrators or the one arbitrator, as the case may be, shall resolve the disagreement within 10 days from the appointment of the first or third arbitrator. The rules and the procedures for the arbitration shall be determined by the arbitrator or arbitrators. However, in the event of any disagreement, the commercial rules of the American Arbitration Association

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shall apply. In the event that either party, or a chosen arbitrator, shall fail to act as required, then the action to be taken shall be decided by the Administrative District Judge of the First Judicial District of the State of Idaho. Upon the request of either party or upon the request of any arbitrator, as the case may be, the Judge shall promptly by oral statement instruct, decide, or appoint to assure a rapid arbitration of the matter. The board of arbitrators by majority rule, or the arbitrator in the arbitrator's sole discretion, shall settle all disagreements, and the ruling of the arbitrators shall be a final binding resolution. The decision of the arbitrators shall be given the same weight as a judgment and may be converted to a judgment by any party. This Section is to be governed and enforced in accordance with the Idaho Uniform Arbitration Act. The locale for any arbitration hearings shall be in Coeur d'Alene, Idaho, except as otherwise agreed by the parties.

- 2.0 Entire Agreement: This agreement is solely for the benefit of the parties hereto, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 2.1 Attorney's Fees and Venue: In the event of any dispute arising out of this agreement or other documents related to this agreement, the prevailing party shall be awarded attorney's fees, court costs, expert fees, litigation title report fees, and recording fees, along with interest at the maximum rate allowed by law on said sums from the date of expenditure, whether at District Court level or at the Appellate Court level. The term "dispute" shall be broadly defined to include any bankruptcy, bankruptcy motion on the part of either party, arbitration, mediation or contesting of creditor or debtor's claims which may endanger or diminish the value of the Project. The term "prevailing" shall mean the party which most prevailed in the controversy, as defined by Idaho law. Appropriate venue in any dispute arising out of this agreement lies with the court with jurisdiction over the area where the real property is located.
- 2.2 Binding Effect: The covenants herein made and the terms and conditions of this agreement and its addenda shall be binding upon Contractor, Owner, and their successors and assigns.
- 2.3 Extent of Agreement: This agreement is not intended to create nor creates a partnership or joint venture between Contractor and Owner. Each party hereto intends that this agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.
- 2.4 Limited Modification: No change may be made in this agreement except by an instrument in writing duly executed by Contractor and Owner.

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- 2.5 Interpretation: This agreement shall be governed by and construed under the laws of the State of Idaho. The parties agree that this agreement shall take precedence over all other prior agreements, covenants and conditions between the parties and this agreement shall be interpreted based upon fair meaning of the words and shall not be construed strictly against either party. Any ambiguity shall not be strictly construed against the drafter.
- 2.6 Counterparts/Execution by Facsimile: This agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. Execution by facsimile signature shall be allowed.
- 2.7 Authorization: Both parties and executors of this agreement affirmatively represent that each has proper authority to negotiate and enter into this agreement.
- 2.8 Default: Time is of the essence in this agreement. The obligations of the parties are to be strictly interpreted and any violation of the terms set forth in this document shall be considered a material breach. In the event of any material breach by either party, both parties agree that such non-defaulting party may seek any remedy allowed under the laws of the State of Idaho, subject to Section 1.9 above, including but not limited to, a suit for damages, specific performance, or rescission.
- 2.9 Delay Not Waiver: No delay or omission in the exercise of any right or remedy of the parties to this agreement shall impair such right or remedy, or be construed as a waiver. The receipt by Contractor or payment by the Owner of delinquent installments shall not constitute a waiver of any other default. Receipt by Contractor shall constitute only a waiver of timely payment for the particular installment payment involved. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
- 3.0 Paragraph Headings of Agreement: The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this agreement.
- 3.1 Contextual Guide to Agreement: Where the context requires, the use of the singular in this instrument includes the plural, and the plural includes the singular, and the use of any gender shall be applicable.
- 3.2 Severability: All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other provision or portion of this Agreement.

1001 5
AGI 000020

IN WITNESS WHEREOF, the parties have signed this agreement by reference as of the dates set opposite their respective signatures set forth below

"Owner"

"Contractor"

By: Chuck Reem
Title: President
Date: 10/12/06

By: [Signature]
Title: owner/president
Date: 10-12-06

* Subject to legal perquary review

10/16

ACI 000021

EXHIBIT 1

17

AGI

000022

473

IDAHO CLUB WATER AND SEWER PHASE I



ACI NORTHWEST INC.

6600 N. Government Way
 Coeur d'Alene, ID 83815
 Contact: Tib Costin
 Phone: 208-209-0210
 Fax: 208-772-2461

Quote To: Pend Oreille Bonner Development, LLC
 151 Clubhouse Way
 Sandpoint, ID 83864
Phone: 208-255-4079
Fax: 208-265-8650
 ATTN: Mr. Chuck Reeves

Job Name: Idaho Club Water and Sewer Phase I
Date of Plans: July, 2006
Revision Date:

Plans & Specifications by Toothman-Orton Engineers

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
BID SCH A SOUTH SIDE WATER					
1	Mobilization	1.00	LS	111,726.04	111,726.04
2	Topsoil Placement, Respreading, Hydroseeding	1,500.00	SY	2.22	3,330.00
3	Construction Staking	1.00	LS	50,864.24	50,864.24
4	12" C900 CL 200 PVC Water Pipe	4,801.00	LF	22.12	106,198.12
5	8" C900 CL 200 PVC Water Pipe	34,709.00	LF	11.08	384,575.72
6	6" C900 CL 200 PVC Water Pipe	25.00	LF	10.22	255.50
7	3" SDR 21 PR200 PVC Water Pipe	4,986.00	LF	1.91	9,523.26
8	2" SDR21 PR200 PVC Water Pipe	1,852.00	LF	1.69	3,129.88
9	12" Gate Valve w/ Thrust Blocking	9.00	EA	1,490.98	13,418.82
10	8" Gate Valve w/ Thrust Blocking	47.00	EA	861.67	40,498.49
11	6" Gate Valve w/ Thrust Blocking	47.00	EA	561.80	26,404.60
12	3" Gate Valve w/ Thrust Blocking	10.00	EA	423.29	4,232.90
13	2" Ball Corp Stop Valve	9.00	EA	153.00	1,377.00
14	Check Valve Assembly	3.00	EA	9,938.00	29,814.00
15	Pressure Reducing Valve Assembly	10.00	EA	20,983.57	209,835.70
16	Fire Hydrant Assembly	47.00	EA	2,342.49	110,097.03
17	Combination Air Valve Assembly	5.00	EA	3,517.11	17,585.55
18	Dual Combination Air Valve Assembly	3.00	EA	4,474.44	13,423.32
19	Blowoff Assembly	7.00	EA	720.24	5,041.68
20	8 x 2 Saddle Tap	9.00	EA	71.85	646.65
21	12" DI Tee w/ Thrust Blocking	8.00	EA	693.46	5,547.68
22	12" DI Elbow w/ Thrust Blocking	1.00	EA	495.68	495.68
23	12" DI 45 Elbow w/ Thrust Blocking	14.00	EA	456.91	6,396.74
24	12" DI 22.5 Elbow w/ Thust Blocking	5.00	EA	454.45	2,272.25
25	12" DI End Cap w/ Thrust Blocking	1.00	EA	246.99	246.99
26	12 x 8 DI Reducer w/ Thrust Blocking	3.00	EA	688.87	2,066.61
27	8" DI Cross w/ Thrust Blocking	2.00	EA	566.05	1,132.10

AD 000023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
14	8" x 3" Saddle Tap	1.00	EA	335.52	335.52
15	8" x 2" Saddle Tap	2.00	EA	334.38	668.76
16	6" x 3" Saddle Tap	1.00	EA	185.35	185.35
17	6" x 2" Saddle Tap	2.00	EA	252.99	505.98
18	4" x 2" Saddle Tap	3.00	EA	202.60	607.80
19	8" PVC Coupling	1.00	EA	39.13	39.13
20	8" PVC 45 Elbow w/ Thrust Blocking	4.00	EA	154.15	616.60
21	8" PVC 11.25 Elbow	2.00	EA	99.97	199.94
22	8" x 6" PVC Reducer	1.00	EA	95.25	95.25
23	6" PVC 45 Elbow w/ Thrust Blocking	8.00	EA	130.48	1,043.84
24	6" x 4" PVC Reducer	1.00	EA	76.76	76.76
25	4" PVC 45 Elbow w/ Thrust Blocking	2.00	EA	121.32	242.64
26	4" PVC 22.5 Elbow	1.00	EA	121.38	121.38
27	3" Cross w/ Thrust Blocking	1.00	EA	251.91	251.91
28	3" Tee w/ Thrust Blocking	3.00	EA	208.12	624.36
29	3" Elbow w/ Thrust Blocking	2.00	EA	180.00	360.00
30	3" End Cap w/ Thrust Blocking	1.00	EA	162.36	162.36
31	3" x 2" Reducer	5.00	EA	133.05	665.25
32	2" Tee w/ Thrust Blocking	12.00	EA	205.05	2,460.60
33	2" Elbow w/ Thrust Blocking	7.00	EA	97.00	679.00
34	2" End Cap w/ Thrust Blocking	4.00	EA	123.87	495.48
35	Pressure Sustaining Valve Assembly (PSV)	4.00	EA	4,146.29	16,585.16
36	Combination Air Valve Assembly	5.00	EA	2,959.28	14,796.40
37	Dual Combination Air Valve Assembly	1.00	EA	4,235.15	4,235.15
38	Pressure Sewer Service	168.00	EA	1,059.01	177,913.68
39	Gravity Sewer Service	20.00	EA	1,151.01	23,020.20
40	Addn'l 1" CL200 Poly Service Pipe	1,864.00	LF	0.46	857.44
41	1.5" CL200 Poly Service Pipe	2,275.00	LF	1.24	2,821.00
42	Standard Manhole	4.00	EA	2,225.00	8,900.00
43	Gravity Sewer Cleanout	10.00	EA	270.07	2,700.70
44	Pressure Sewer Cleanout	24.00	EA	2,147.13	51,531.12
45	Standard Sewer Trenching and Backfill	36,755.00	LF	13.68	502,808.40
46	Rock Exc. Trench (assumed Length*)	9,189.00	LF	14.37	132,045.93
47	Rock Exc Non- Trench (assumed Length*)	40.00	CY	54.00	2,160.00
48	Crush Pipe Bedding Lagoon Contract	36,755.00	LF	2.51	92,255.05
49	Pipe Anchors (Slopes >20%)	6.00	EA	682.88	4,097.28
	BID SCHEDULE B TOTAL				\$1,297,329.63

GRAND TOTAL **\$3,730,409.50**

NOTES:

Fuel Prices are based on 9/21/06 rates of \$2.76/gal Diesel Fuel, \$2.78/gal Gasoline and \$2.46/gal Off Road Diesel Fuel.
 Rock excavation for sewer and water services is excluded.
 Bid Schedule C Item 45 is bid as pipe removal only, roadway removal, restoration excluded.

ACI 000025

All appurtenances to be set to subgrade only. Valve Boxes, precast rings, and associated castings will be left and stored on-site to be later installed by others once the roadways are set to finish grade.

Idaho Club Wastewater Storage Lagoon & Treatment Syst.



ACI NORTHWEST INC.

6600 N. Government Way
 Coeur d'Alene, ID 83815
 Contact: Tib Costin
 Phone: 208-209-0210
 Fax: 208-772-2461

Quote To: Pend Oreille Bonner Development, LLC
 151 Clubhouse Way
 Sandpoint, ID 83864
Phone: 208-255-4079
Fax: 208-265-8650
 Attn: Mr. Chuck Reeves

Job Name: Idaho Club Wastewater and Treatment S
Date of Plans: 6/21/06
 Not Approved for Construction
Revision Date:

Plans & Specifications by Toothman-Orton Engineers

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
BID SCHEDULE B					
1B	Clearing and Grubbing	17,000.00	SY	1.36	23,120.00
2B	Dust Control	1.00	LS	16,188.86	16,188.86
3B	Topsoil Stripping (Assume 12")	5,500.00	CY	5.21	28,655.00
4B	Lagoon Earthwork (Cut Only)	32,000.00	CY	7.81	249,920.00
5B	Lagoon Earthwork - Additional for Rock Exc. Rippab	8,000.00	CY	2.13	17,040.00
6B	Lagoon Earthwork - Additional for Blasted Cut	8,000.00	CY	1.79	14,320.00
7B	Haul Excess Material (0.25 miles)	20,600.00	CY	4.23	87,138.00
8B	Topsoil Placement, Respreading and Hydroseeding	5,650.00	SY	2.64	14,916.00
9B	Chain Link Fencing	1,400.00	LF	16.33	22,862.00
10B	HDPE Geomembrane Liner, Includes Geotextile	95,000.00	SF	1.33	126,350.00
11B	Liner Trench Excavation and Backfill	1,200.00	LF	7.95	9,540.00
12B	Imported Cover Material	600.00	CY	95.10	57,060.00
13B	Surface Aerators	1.00	LS	105,077.56	105,077.56
14B	Aerator Motor Controls	1.00	LS	2,531.15	2,531.15
15B	Aerator Mooring Posts and Cables	1.00	LS	9,778.67	9,778.67
16B	Underdrain Trench Excavation	935.00	LF	8.32	7,779.20
17B	Underdrain Trench Exc. - Additional for Rock Exc.	350.00	LF	27.17	9,509.50
18B	8" Perf. CPEP Underdrain Pipe	1,212.00	LF	3.98	4,823.76
19B	Drain Rock For Underdrain Trench	177.00	CY	85.98	15,218.46
20B	10" N-12 CPEP Underdrain Pipe	327.00	LF	5.62	1,837.74
21B	Road Surfacing	1,800.00	SY	8.14	14,652.00
22B	18" CMP Culvert	76.00	LF	40.67	3,090.92
23B	Rip-Rap	12.00	CY	57.49	689.88
24B	Misc. Concrete	1.00	LS	679.89	679.89
25B	Silt Fence	755.00	LF	2.76	2,083.80

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
BID SCHEDULE B TOTAL					\$844,862.39
BID SCHEDULE C LAGOON SITE PIPING					
1C	12" C-900 CL 150 PVC Pipe	1,052.00	LF	17.35	18,252.20
2C	8" C-900 CL 150 PVC Pipe	300.00	LF	8.06	2,418.00
3C	8" SDR-26 PVC Pipe	300.00	LF	5.06	1,518.00
4C	6" C-900 CL 200 PVC Pipe	748.00	LF	6.18	4,622.64
5C	4" C-900 CL150 PVC Pipe	44.00	LF	8.62	379.28
6C	4" SDR-26 PVC Pipe	44.00	LF	15.77	693.88
7C	Trenching and Backfill (Standard Trench)	596.00	LF	32.63	19,447.48
8C	Trenching and Backfill (Common Trench)	946.00	LF	13.78	13,035.88
9C	Pipe Bedding	1,542.00	LF	4.53	6,985.26
10C	12" Gate Valve (Buried)	1.00	EA	1,537.27	1,537.27
11C	8" Gate Valve (Buried)	3.00	EA	953.06	2,859.18
12C	8" Gate Valve (Inside Wet Well)	1.00	EA		
13C	12" Elbow	1.00	EA	511.30	511.30
14C	12" Tee	1.00	EA	937.13	937.13
15C	12" x 8" Reducer	1.00	EA	625.65	625.65
16C	12" x 6" Reducer	1.00	EA	685.93	685.93
17C	8" Elbow	10.00	EA	309.07	3,090.70
18C	8" DI Spool	19.00	LF	73.66	1,399.54
19C	6" Elbow	3.00	EA	257.61	772.83
20C	8" Lagoon Overflow Piping	1.00	LS	8,386.94	8,386.94
21C	Misc. DI Pipe and Fittings	1.00	LS	658.73	658.73
BID SCHEDULE C TOTAL					\$88,817.82
BID SCHEDULE D PUMPING AND CONTROL SYSTEM					
1D	Rectangular Valve Vault	1.00	EA	5,923.36	5,923.36
2D	72" Concrete Wet Well (up to 5 ft)	2.00	EA	13,865.11	27,730.22
3D	Extra Wet Well Depth	27.00	VF		
4D	Sand Filter Dosing Pump System	1.00	LS	35,410.80	35,410.80
5D	Irrigation Pump System	1.00	LS	22,080.00	22,080.00
6D	Electrical/Instrumentation	1.00	LS	146,024.70	146,024.70
7D	4" Check Valve	2.00	EA	829.15	1,658.30
8D	4" Gate Valve	4.00	EA	579.60	2,318.40
9D	4" Flow Meter	1.00	EA	2,963.55	2,963.55
10D	Combination Air Valve Assembly	2.00	EA	1,011.08	2,022.16
11D	Misc. DI Pipe and Fittings	1.00	LS	19,194.65	19,194.65

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
12D	4" Check Valve (Relocated)	2.00	EA	299.00	598.00
13D	4" Gate Valve (Relocated)	2.00	EA	299.00	598.00
14D	4" Flow Meter (Relocated)	1.00	EA	299.00	299.00
15D	Hypochlorite Disinfection System	1.00	LS	1,422.55	1,422.55
16D	Turbidimeter System	1.00	LS	3,703.00	3,703.00
	BID SCHEDULE D TOTAL				\$271,946.69
19E	Mobilization (All Schedules)	1.00	LS	98,078.10	98,078.10
GRAND TOTAL					\$1,303,705.00

NOTES:

Fuel Prices are based on 9/21/06 rates of \$2.76/gal Diesel Fuel, \$2.78/gal Gasoline and \$2.46/gal Off Road Diesel Fuel.

750247

CLAIM OF LIEN

1. The name of the Claimant is: ACI Northwest, Inc., having its principal place of business at 6600 N. Government Way, Coeur d'Alene, ID 83815.

2. The name of the owner of real property against which said lien is claimed is PEND OREILLE BONNER DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, hereinafter "Owner".

3. The Claimant hereby claims a lien against all properties described as follows: See Exhibit "A" attached.

4. This lien is claimed for monies due and owing to the Claimant for infrastructure construction, including, but not limited to, installation of a water distribution system, sewer effluent collection system and storm water collection system, road construction, and the installation of dry utilities.

5. The related labor and materials were performed and furnished at the request of Chuck Reeves of Pend Oreille Bonner Development, Holdings, Inc., as agent for Owner.

6. Performance of the related labor and furnishing of the related materials commenced on December 27, 2006, and ended on January 31, 2008.

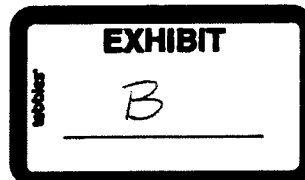
7. The amount claimed due and owing to the Claimant for the labor and materials is \$ 1,509,445.07.

8. A lien is also claimed for interest due and owing at 12 % per annum, simple interest, per the terms of an agreement between ACI Northwest, Inc. and Owner, in the amount of \$ 39,602.64 as of April 23, 2008, plus \$ 496.26 per day $[(\$1,509,445.07 \times 0.12) / 365]$ every day thereafter, until paid.

9. In the event of litigation, a lien is also claimed for any costs and attorney's fees awarded under Idaho Code § 45-513.

10. All amounts claimed under this lien are fair, equitable, and just for the materials supplied and/or labor performed.

CLAIM OF LIEN: IDAHO CLUB
April 23, 2008
PAGE -1-



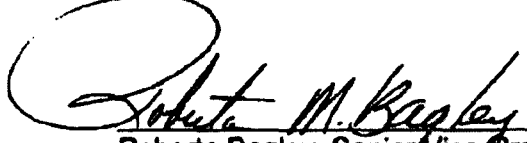
FILED BY
ACI Northwest Inc
MARIE SCOTT
BONNER COUNTY RECORDER
DEPUTY
APR 25 P 2:21

STATE OF IDAHO)
):ss
County of Kootenai)

Roberta Bagley, being first duly sworn deposes and says:

I am the Senior Vice-President of ACI Northwest, Inc., the Claimant in the above-entitled Claim of Lien. I am competent to testify as to all matters contained in this Claim of Lien. I have read the foregoing Claim of Lien, I know the contents thereof; and I testify that the facts stated therein are true, correct and just based upon my personal knowledge.

ACI Northwest, Inc.


Roberta Bagley, Senior Vice President

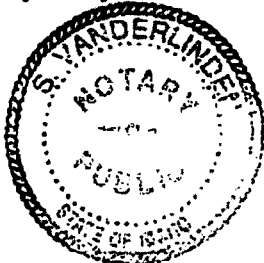
SUBSCRIBED AND SWORN to before me on this 25 th day of April, 2008.


Notary for the State of Idaho
Commission Expires: 3/12/13

STATE OF IDAHO)
):ss.
County of Kootenai)

On this 25 th day of April, 2008 before me the undersigned, a Notary Public in and for the State of Idaho personally appeared Roberta Bagley, know to me to be the Senior Vice-President of ACI Northwest, Inc., who acknowledged to me that she executed the within instrument and acknowledged to me that she executed the same for and on behalf of ACI Northwest, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary for the State of Idaho
Commission Expires: 3/12/13

CLAIM OF LIEN: IDAHO CLUB
April 23, 2008
PAGE -2-

EXHIBIT A

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

AND

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

FA 700
239217

756407

Recorded at the Request of
(when recorded return to):

FILED BY
First American Title
2008 AUG 6 P 3:50
300
MARIE SCOTT
BONNER COUNTY RECORDER
CB DEPUTY

756407

SATISFACTION AND RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS that ACT Northwest Inc, whose address is 6600 N. Coon. Way (NAD) hereby certifies that the demand set forth in the Claim of Lien # 750247 [title of document] (the "Lien") filed against Pend Oreille Bonner Development, LLC on 4/25/08, 2008, as Instrument No. 750247, records of Bonner County, Idaho, has been fully paid and satisfied, and the County Recorder of said County is hereby authorized to cancel and discharge said Lien of record.

EXECUTED this 25 day of June, 2008.

[claimant]

Roberta M. Bagley
By: Roberta M. Bagley
Its: Sec. U.P.

STATE OF Idaho

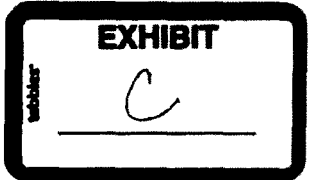
County of Kootenai : ss.

On this 25th day of June, 2008, before me Sari Vanderlinden the undersigned Notary Public, personally appeared Roberta Bagley, known or identified to me to be the Sec. VP of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Sari Vanderlinden
Notary Public for Idaho
Residing at Hayden
Commission Expires: 3/12/13

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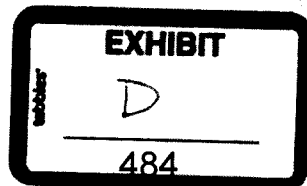
787569

CLAIM OF LIEN

FILED BY
ACI Northwest
2010 FEB -9 P 3 38
12⁰⁰
MARIE SCOTT
BONNER COUNTY RECORDER

CB DEPUTY

1. The name of the Claimant is ACI Northwest, Inc., an Idaho corporation, having its principal place of business at 6600 North Government Way, Coeur d'Alene, Idaho 83815.
2. The name of the owner of real property against which said lien is claimed is Pend Oreille Bonner Development, LLC, an Idaho limited liability company, 151 Clubhouse Way, Sandpoint, Idaho 83864 (hereinafter "Owner").
3. The Claimant hereby claims a lien against all of the real property described in the attached Exhibit "A".
4. This lien is claimed for monies due and owing to Claimant for various infrastructure construction, including but not limited to the installation of a water distribution system, sewer effluent system, storm water collection system, dry utilities and road construction.
5. The related labor, materials and equipment were performed and furnished at the request of Chuck Reeves as an agent/representative of the Owner.
6. Performance of the related labor and furnishing of the related materials and equipment commenced on December 27, 2006 and ended on November 12, 2009.
7. The principal amount claimed due and owing to the Claimant for the related labor, materials and equipment is \$1,336,128.19.
8. A lien is also claimed for interest due and owing at eighteen percent (18%) per annum pursuant to a contract between Claimant and Owner in the amount of \$105,382.14 as of February 1, 2010, plus \$658.91 per day every day thereafter, until paid.
9. A lien is also claimed for all costs and attorney's fees awarded pursuant to Idaho Code Section 45-513.
10. All amounts claimed under this lien are fair, just and equitable for the materials that were supplied and/or the labor that was performed.



CLAIMANT'S VERIFICATION

STATE OF IDAHO)
) :ss
County of Kootenai)

Ada Loper, being first duly sworn deposes and says:

I am the Secretary/Treasurer of ACI Northwest, Inc., the Claimant in the above-entitled Claim of Lien. I am competent to testify as to all matters contained in this Claim of Lien. I have read the foregoing Claim of Lien, I know the contents thereof, and I testify that the facts stated therein are true, correct and just based upon my personal knowledge.

ACI Northwest, Inc.

Ada Loper
Ada Loper, Secretary/Treasurer

STATE OF IDAHO)
) :ss
County of Kootenai)

On this 9th day of February, 2010, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Ada Loper, known to me to be the Secretary/Treasurer of ACI Northwest, Inc., who acknowledged to me that she executed the within instrument and acknowledged to me that she executed the same for and on behalf of ACI Northwest, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written in this certificate.



Lelana R. Peet
Notary for the State of Idaho
Commission Expires: 4/5/10

EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 1, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, BLOCK 1; LOT 1, BLOCK 2; LOTS 1, 2, 3, 4, 5, 6, 7, AND 8, BLOCK 3; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, BLOCK 4; LOT 2, BLOCK 5; LOTS 2, 3 AND 4, BLOCK 6; LOTS 6 AND 10, BLOCK 7; LOTS 1, 2, 4, 5 AND 6, BLOCK 8; LOTS 3, 5 AND 10, BLOCK 9; LOTS 6 AND 10, BLOCK 10; LOT 2, BLOCK 11, GOLDEN TEE ESTATES 3RD ADDITION, ACCORDING TO THE PLAT RECORDED IN BOOK 8 OF PLATS AT PAGE 78, RECORDS OF BONNER COUNTY, IDAHO.

AND

LOTS 2 AND 8, BLOCK 1; LOTS 1, 2, 3, 4, AND 5, BLOCK 2; LOT 1, BLOCK 3; LOTS 1, 2, 3, 4 AND 5, BLOCK 4; GOLDEN TEE ESTATES 6TH ADDITION, ACCORDING TO THE PLAT RECORDED IN BOOK 8 OF PLATS, PAGE 82, RECORDS OF BONNER COUNTY, IDAHO.

AND

BLOCK 5 (ALSO OF RECORD AS BLOCK 5A), LOT 3A IN BLOCK 12, LOT 1 IN BLOCK 15, BLOCK 16, LOT 1 IN BLOCK 17 AND BLOCK 18 OF THE REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 8 OF PLATS AT PAGE 77, OFFICIAL RECORDS OF BONNER COUNTY, IDAHO.

AND

LOT 1 IN BLOCK 14A OF THE REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 8 OF PLATS AT PAGE 77 OFFICIAL RECORDS OF BONNER COUNTY, IDAHO.

AND

LOT 2 IN BLOCK 17 OF THE REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 8 OF PLATS AT PAGE 77 OFFICIAL RECORDS OF BONNER COUNTY, IDAHO.

AND

ALL PRIVATE ROADS IN GOLDEN TEE ESTATES 1ST ADDITION PLANNED UNIT DEVELOPMENT (PHASE TWO), ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 6 OF PLATS AT PAGE 114 OFFICIAL RECORDS OF BONNER COUNTY, IDAHO.

AND

ALL PRIVATE ROADS IN GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 6 OF PLATS AT PAGE 108 OFFICIAL RECORDS OF BONNER COUNTY, IDAHO AND IN THE REPLAT OF GOLDEN TEES ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 8 OF PLATS AT PAGE 77 OFFICIAL RECORDS OF BONNER COUNTY, IDAHO.

AND

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 1A IN BLOCK 11 OF THE REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 8 OF PLATS AT PAGE 77 OFFICIAL RECORDS OF BONNER COUNTY, IDAHO.

AND

LOT 13A IN BLOCK 13 OF THE REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 8 OF PLATS AT PAGE 77 OFFICIAL RECORDS OF BONNER COUNTY, IDAHO.

Richard L. Stacey, ISB #6800
Chad Nicholson, ISB #7506
MEULEMAN MOLLERUP LLP
755 W. Front Street, Suite 200
Boise, Idaho 83702
(208) 342-6066 Telephone
(208) 336-9712 Fax
stacey@lawidaho.com
I:\1547.201\PLD\ev-2009-1810\SJ (Motion) - Worst 140425.doc

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2009 APR 29 AM 10 05
CLERK DISTRICT COURT
DEPUTY

Attorneys for R.E. Loans, 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,

v.

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, an Idaho limited
liability company; WELLS FARGO
FOOTHILL, LLC, a Delaware limited liability
company; INTERSTATE CONCRETE AND
ASPHALT COMPANY, an Idaho
corporation; T-O ENGINEERS, INC.,
fka Toothman-Orton Engineering Company,
an Idaho corporation; PUCCI
CONSTRUCTION INC., an Idaho

Case No. CV-2009-1810

**R.E. LOANS, LLC'S MOTION FOR
SUMMARY JUDGMENT AGAINST
CROSS-CLAIMANT R. C. WORST &
COMPANY, INC.**

The Honorable Michael Griffin

ORIGINAL

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 I through X,

Defendants.

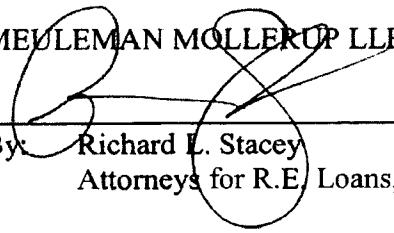
**AND RELATED COUNTERCLAIMS,
CROSS-CLAIMS, AND THIRD-PARTY
COMPLAINTS**

COMES NOW, Defendant/Cross-Defendant R.E. Loans, LLC (“R.E. Loans”), by and through its attorneys of record, Meuleman Mollerup LLP, and moves the Court, pursuant to Rule 56(a) of the Idaho Rules of Civil Procedure, for an order granting summary judgment against Defendant/Cross-Claimant R. C. Worst & Company, Inc. on the grounds and for the reasons that the pleadings together with all affidavits and declarations show that there is no genuine issue of material fact precluding judgment as a matter of law.

This motion is made and based upon papers and pleadings on file herein, the memoranda, affidavits, and declarations filed in support hereof, and all other and further evidence and arguments presented at the hearing of this matter.

DATED this 25th day of April 2014.


MEULEMAN MOLLERUP LLP

By  _____
Richard L. Stacey
Attorneys for R.E. Loans, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 25th day of April 2014, a true and correct copy of the foregoing document was served by the method indicated below to the following parties:

Charles M. Dodson Dodson & Raeon 1424 Sherman, Ste. 300 Coeur d' Alene, Idaho 83814 Fax: 208-666-9211 <i>Counsel for RC Worst & Company</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary I. Amendola Amendola Doty & Brumley, PLLC 702 N. 4 th Street Coeur d'Alene, ID 83814 Fax: 208-765-1046 <i>Counsel for T-O Engineers, Inc.</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Steven C. Wetzel Kenneth Huitt James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d' Alene, ID 83814 Fax: 208-664-1684 <i>Counsel for VP Incorporated and North Idaho Resorts, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Bruce A. Anderson Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd. 320 East Neider Ave., Suite 102 Coeur d' Alene, ID 83815 Fax: 208-667-2150 <i>Counsel for Dan S. Jacobson, Steven G. Lazar, and Sage Holdings, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Brent C. Featherston Featherston Law Firm, Chtd. 113 South Second Ave. Sandpoint, Idaho 83864 Fax: 208-263-0400 <i>Counsel for Pensco Trust Co. and Mortgage Fund '08</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary A. Finney Finney Finney & Finney, P.A. 120 E. Lake Street, Ste 317 Sandpoint, Idaho 83864 Fax: 208-263-8211 <i>Counsel for J.V., LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Stanley J. Tharp Peter W. Ware David M. Swartley Eberle, Berlin, Kading, Turnbow & McKlveen, Chartered 1111 West Jefferson Street, Suite 530 P.O. Box 1368 Boise, ID 83701 Fax: 208-344-8542 <i>Counsel for Wells Fargo Foothill, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	John Finney Finney Finney & Finney, P.A. 120 E. Lake Street, Ste 317 Sandpoint, Idaho 83864 Fax: 208-263-8211 <i>Counsel for Pucci Construction, Inc. and ACI Northwest, Inc.</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Courtesy Copy to: Ms. Jane Spencer Law Clerk to Judge Michael Griffin 320 W. Main Grangeville, Idaho 83530 <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	



 Richard L. Stacey

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 APR 29 AM 10 05

CLERK DISTRICT COURT

DEPUTY

Richard L. Stacey, ISB #6800
Chad Nicholson, ISB #7506
MEULEMAN MOLLERUP LLP
755 W. Front Street, Suite 200
Boise, Idaho 83702
(208) 342-6066 Telephone
(208) 336-9712 Fax
stacey@lawidaho.com
I:\1547.201\PLD\cv-2009-1810\SJ RC Worst (Memo) 140425.docx

Attorneys for R.E. Loans, 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,

v.

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, an Idaho limited
liability company; WELLS FARGO
FOOTHILL, LLC, a Delaware limited liability
company; INTERSTATE CONCRETE AND
ASPHALT COMPANY, an Idaho
corporation; T-O ENGINEERS, INC.,
fka Toothman-Orton Engineering Company,
an Idaho corporation; PUCCI
CONSTRUCTION INC., an Idaho

Case No. CV-2009-1810

**R.E. LOANS, LLC'S MEMORANDUM IN
SUPPORT OF ITS MOTION FOR
SUMMARY JUDGMENT AGAINST
CROSS-CLAIMANT R. C. WORST &
COMPANY, INC.**

The Honorable Michael Griffin

ORIGINAL

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 I through X,

Defendants.

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

COMES NOW, Defendant/Cross-Defendant R.E. Loans, LLC ("R.E. Loans") and hereby submits this Memorandum in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-Claimant R. C. Worst & Company, Inc.

I. INTRODUCTION

Despite not having performed any work on the Idaho Club project prior to the recordation of two mortgages recorded by R.E. Loans, Cross-Claimant R. C. Worst & Company, Inc. ("R. C. Worst") filed cross-claims seeking to establish the priority of its mechanic's lien and to foreclose the same. By the present Motion, R.E. Loans seeks an order from the Court establishing that R.E. Loans' interest is senior and superior to that of the R. C. Worst lien and that R. C. Worst's cross-claims against R.E. Loans should be dismissed with prejudice.

II. LEGAL STANDARD

A motion for summary judgment "shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." I.R.C.P. 56(c). *See also Heath v. Idaho State Tax Commission*, 134 Idaho 407, 3 P.3d 532 (Ct. App. 2000).

In a motion for summary judgment, the non-moving party's case must be anchored in something more than speculation, and a mere scintilla of evidence is not enough to create a genuine issue of fact. *Pena v. Minidoka County*, 133 Idaho 222, 984 P.2d 710 (1999); *West v. Sonke*, 132 Idaho 133, 968 P.2d 228 (1996); *Nelson, A.I.A., supra*.

The Idaho Supreme Court has stated:

The moving party is entitled to judgment when the non-moving party fails to make a sufficient showing as to the essential elements to which that party will bear the burden of proof at trial. *Smith v. Meridian Joint School District No. 2*, 128 Idaho 714, 918 P.2d 583 (1996); *Dekker v. Magic Valley Regional Medical Center*, 115 Idaho 332, 766 P.2d 1213 (1989).... The non-moving party "must respond to the summary judgment motion with specific facts showing there is a genuine issue for trial." *Tuttle v. Sudenga Indus., Inc.*, 125 Idaho 145, 150, 868 P.2d 473, 478 (1994). The Court considers only that material contained in affidavits and depositions which is based on personal knowledge and which would be admissible at trial. *Harris v. State, Dep't of Health & Welfare*, 123 Idaho 295, 298, 847 P.2d 1156, 1159 (1992). Summary judgment is appropriate where a non-moving party fails to make a showing sufficient to establish the existence of an element essential to its case when it bears the burden of proof. *Id.*

Samuel v. Hepworth, Nunbester & Lezamiz, Inc., 134 Idaho 84, 87-88, 996 P.2d 303, 306-307 (2000).

III. UNDISPUTED FACTS

On or about June 6, 2006, R.E. Loans entered into a loan agreement with Pend Orielle Bonner Development, LLC ("POBD") whereby R.E. Loans agreed to loan POBD certain amounts for the development and construction of a real property and golf course development located in and around Sandpoint, Idaho, which has come to be commonly known as the Idaho Club.

On June 19, 2006, at 1:38 p.m., R.E. Loans recorded its Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing in the Bonner County Recorder's Office as Instrument Nos. 706471 and 706472 (the "June 2006 Mortgage"). The June 2006 Mortgage secured a loan

from R.E. Loans to POBD in the amount of \$20,500,000.00. A true and correct copy of the June 2006 Mortgage is attached to the Affidavit of Charles Reeves in Support of R.E. Loans, LLC's Motions for Summary Judgment (the "Reeves Aff.") as Exhibit B.

On or about March 6, 2007, POBD and R.E. Loans agreed to increase the amount secured by the June 2006 Mortgage to \$21,200,000. On March 15, 2007, at 4:30 p.m., R.E. Loans recorded another Mortgage memorializing said agreement in the Bonner County Recorder's Office as Instrument Nos. 724829 and 724834 (the "March 2007 Mortgage"). A true and correct copy of the March 2007 Mortgage is attached to the Reeves Aff. as Exhibit D. (The June 2006 and March 2007 Mortgages will be referred to collectively herein as the "R.E. Loans Mortgages".)

On or about November 20, 2007, R. C. Worst entered into a contract with POBD to perform certain construction work. A true and correct copy of the construction Agreement (the "Agreement") is attached to the Declaration of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-Claimant R. C. Worst & Company, Inc. (the "Stacey Decl.") as Exhibit A.

On or about December 3, 2007, R. C. Worst received a notice to proceed with its work pursuant to said Agreement from POBD. A true and correct copy of the Notice to Proceed is attached to the Stacey Decl. as Exhibit B.

The R. C. Worst *Answer, Counterclaims, Cross-Claims and Third Party Complaint of Defendant R. C. Worst & Company, Inc., an Idaho Corporation* (the "Cross-Claim") acknowledges that its work did not commence on the Project until December 2007. A true and correct copy of the R. C. Worst Cross-Claim is attached to the Stacey Decl. as Exhibit C. See Exhibit C at p. 11, ¶ 4.

On October 8, 2008, R. C. Worst filed a mechanic's lien (the "Lien") against certain real property encumbered by the R.E. Loans Mortgages. A true and correct copy of the Lien is attached to the Stacey Decl. as Exhibit D.

On or about April 21, 2011, R. C. Worst filed its Cross-Claim to, among other things, foreclose the R. C. Worst Lien in the amount of \$311,771.76. *See* the Stacey Decl., Exhibit C.

The Cross-Claim names R.E. Loans as a Cross-Defendant which may claim an interest in the lien property. *See* the Stacey Decl., Exhibit C, p. 12, ¶ 9.

The Cross-Claim alleges that its action is brought to foreclose R.E. Loans' and the other Cross-Defendants' interests in and to the real property subject to its lien. *Id.*

It cannot be reasonably disputed that the R.E. Loans Mortgages are superior to and have priority over the R. C. Worst Lien. As such, R.E. Loans hereby requests summary judgment establishing that R.E. Loans' interest by virtue of the R.E. Loans Mortgages is senior and superior to that of the R. C. Worst Lien and dismissing R. C. Worst's cross-claims against it with prejudice as a matter of law.

IV. ARGUMENT

Pursuant to Idaho Code § 55-812, "Every conveyance of real property other than a lease for a term not exceeding one (1) year, is void as against any subsequent purchaser or mortgagee of the same property, or any part thereof, in good faith and for a valuable consideration, whose conveyance is first duly recorded." I.C. § 55-812. This statute is known as a "race notice statute" as it essentially provides that the first party to record a mortgage on a particular property shall have priority over any subsequent lien that is recorded against the same property. *See Insight LLC v. Gunter*, 154 Idaho 779, 777 (2013). Pursuant to Idaho's mechanic's lien statutes, a mechanic's lien claimant's priority is the date of its first day of work on the real property

subject to its lien. *Pacific States Sav., Loan & Building Co. v. Dubois*, 11 Idaho 319, 83 P. 513 (1905); *Ultrawall, Inc. v. Washington Mut. Bank, FSB*, 135 Idaho 832, 25 P.3d 855 (2001).

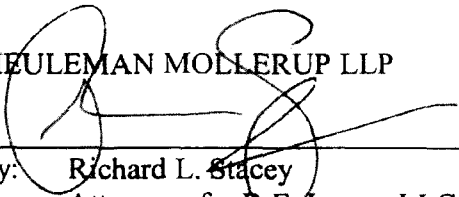
The R. C. Worst Lien was first recorded on October 8, 2008. The earliest date on which said lien rights could accrue is the date upon which it received its Notice to Proceed and started work. As such, the earliest priority date which the R. C. Worst Lien could possibly have is December 3, 2007. The June 2006 Mortgage was recorded on June 19, 2006, which is one (1) year five (5) months and fourteen (14) days prior to the R. C. Worst Lien's earliest possible priority date. See the Reeves Aff., Exhibit B. Moreover, the March 2007 Mortgage was recorded on March 15, 2007, which is eight (8) months and eighteen (18) days prior to the R. C. Worst Lien's earliest possible priority date. See the Reeves Aff., Exhibit D. As such, the R.E. Loans Mortgages are superior to and have priority over the R. C. Worst Lien. R.E. Loans should receive an order from the Court establishing that R.E. Loans' interest by virtue of the R.E. Loans Mortgages is senior and superior to that of the R. C. Worst Lien and dismissing R. C. Worst's cross-claims against it with prejudice as a matter of law.

IV. CONCLUSION

As set forth hereinabove and for the reasons set forth herein, R.E. Loans respectfully requests this Court grant its Motion for Summary Judgment as a matter of law.

DATED this 25th day of April 2014.

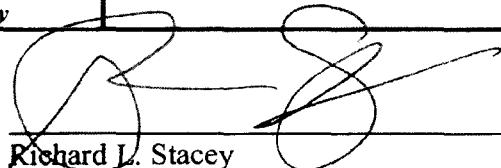
MEULEMAN MOLLERUP LLP

By: 
Richard L. Stacey
Attorneys for R.E. Loans, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 25th day of April 2014, a true and correct copy of the foregoing document was served by the method indicated below to the following parties:

Charles M. Dodson Dodson & Racon 1424 Sherman, Ste. 300 Coeur d' Alene, Idaho 83814 Fax: 208-666-9211 <i>Counsel for RC Worst & Company</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary I. Amendola Amendola Doty & Brumley, PLLC 702 N. 4 th Street Coeur d'Alene, ID 83814 Fax: 208-765-1046 <i>Counsel for T-O Engineers, Inc.</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
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Courtesy Copy to: Ms. Jane Spencer Law Clerk to Judge Michael Griffin 320 W. Main Grangeville, Idaho 83530 <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	


 Richard L. Stacey

Richard L. Stacey, ISB #6800
Chad Nicholson, ISB #7506
MEULEMAN MOLLERUP LLP
755 W. Front Street, Suite 200
Boise, Idaho 83702
(208) 342-6066 Telephone
(208) 336-9712 Fax
stacey@lawidaho.com
I:\1547 201\PLD\cv-2009-1810\SJ (Stacey Declaration) 140425.docx

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2019 APR 29 AM 10 05

CLERK DISTRICT COURT

DEPUTY

Attorneys for R.E. Loans, 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,

v.

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
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FOOTHILL, LLC, a Delaware limited liability
company; INTERSTATE CONCRETE AND
ASPHALT COMPANY, an Idaho
corporation; T-O ENGINEERS, INC.,
fka Toothman-Orton Engineering Company,
an Idaho corporation; PUCCI
CONSTRUCTION INC., an Idaho

Case No. CV-2009-1810

**DECLARATION OF RICHARD L.
STACEY IN SUPPORT OF R.E. LOANS,
LLC'S MOTION FOR SUMMARY
JUDGMENT AGAINST CROSS-
CLAIMANT R. C. WORST & COMPANY,
INC.**

The Honorable Michael Griffin

ORIGINAL

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 I through X,

Defendants.

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

RICHARD L. STACEY declares and states as follows:

1. I am an attorney at law duly licensed to practice before all courts in the State of Idaho, and a partner in the law firm of Meuleman Mollerup LLP, attorneys of record for R.E. Loans, LLC ("R.E. Loans"). The statements made herein are of my own personal knowledge and made in support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-Claimant R. C. Worst & Company, Inc. filed contemporaneously herewith.

2. Attached hereto as **Exhibit A** is a true and correct copy of an Agreement Cross-Claimant R. C. Worst & Company, Inc. ("R. C. Worst") entered into with Pend Oreille Bonner Development, LLC to perform certain construction work.

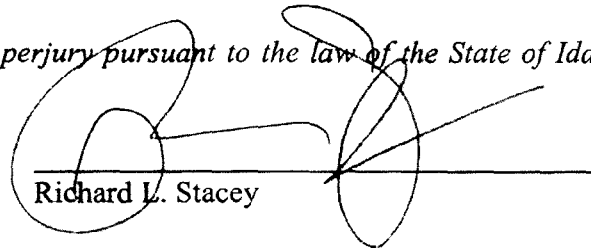
3. Attached hereto as **Exhibit B** is a true and correct copy of a Notice to Proceed dated December 3, 2007.

4. Attached hereto as **Exhibit C** is a true and correct copy of the *Answer, Counterclaims, Cross-Claims and Third Party Complaint of Defendant R. C. Worst & Company, Inc., an Idaho Corporation* file herein by Cross-Claimant R. C. Worst on or about April 21, 2011.

5. Attached hereto as **Exhibit D** is a true and correct copy of a Claim of Lien recorded by R. C. Worst on October 8, 2008.

I certify (or declare) under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

April ^{25th} 2014.



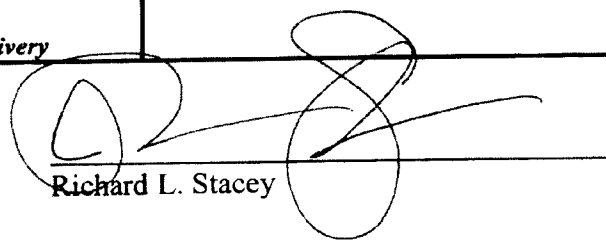
Richard L. Stacey

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ^{25th} day of April 2014, a true and correct copy of the foregoing document was served by the method indicated below to the following parties:

Charles M. Dodson Dodson & Racon 1424 Sherman, Ste. 300 Coeur d' Alene, Idaho 83814 Fax: 208-666-9211 <i>Counsel for RC Worst & Company</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary I. Amendola Amendola Doty & Brumley, PLLC 702 N. 4 th Street Coeur d' Alene, ID 83814 Fax: 208-765-1046 <i>Counsel for T-O Engineers, Inc.</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Steven C. Wetzel Kenneth Huitt James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d' Alene, ID 83814 Fax: 208-664-1684 <i>Counsel for VP Incorporated and North Idaho Resorts, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Bruce A. Anderson Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd. 320 East Neider Ave., Suite 102 Coeur d' Alene, ID 83815 Fax: 208-667-2150 <i>Counsel for Dan S. Jacobson, Steven G. Lazar, and Sage Holdings, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Brent C. Featherston Featherston Law Firm, Chtd. 113 South Second Ave. Sandpoint, Idaho 83864 Fax: 208-263-0400 <i>Counsel for Pensco Trust Co. and Mortgage Fund '08</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary A. Finney Finney Finney & Finney, P.A. 120 E. Lake Street, Ste 317 Sandpoint, Idaho 83864 Fax: 208-263-8211 <i>Counsel for J.V., LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery

<p>Stanley J. Tharp Peter W. Ware David M. Swartley Eberle, Berlin, Kading, Turnbow & McKlveen, Chartered 1111 West Jefferson Street, Suite 530 P.O. Box 1368 Boise, ID 83701 Fax: 208-344-8542 <i>Counsel for Wells Fargo Foothill, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery</p>	<p>John Finney Finney Finney & Finney, P.A. 120 E. Lake Street, Ste 317 Sandpoint, Idaho 83864 Fax: 208-263-8211 <i>Counsel for Pucci Construction, Inc. and ACI Northwest, Inc.</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery</p>
<p>Courtesy Copy to: Ms. Jane Spencer Law Clerk to Judge Michael Griffin 320 W. Main Grangeville, Idaho 83530 <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery</p>	



Richard L. Stacey

EXHIBIT A

C-3653-00
-01
-02

AGREEMENT

THIS AGREEMENT is dated as of the 20th day of November the year 2007 by and between Pend Oreille Bonner Development, LLC, (hereinafter called OWNER) and, R.C. Worst and Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described by Schedule, or part thereof as identified in the Notice of Award as follows:

<u>BID SCHEDULE A: 00</u>	Booster Station #1	\$	Base	-	177,022.00
<u>BID SCHEDULE B: 01</u>	Booster Station #2		01		191,308.00
<u>BID SCHEDULE C: 02</u>	Booster Station #3		02		217,298.00
			03	ADD WK	43,630.00
					<u>629,258.00</u>

Article 2 ENGINEER

The Project has been designed by TOOTHMAN-ORTON ENGINEERING CO., West 280 Prairie Avenue, Coeur d'Alene, ID 83815 who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 CONTRACT TIME

3.1 Work encompassed by this Agreement as identified in Article 1 above shall be Substantially Complete, as stated in paragraph 14.04 of the General Conditions; and shall be Complete and ready for Final Payment, in accordance with paragraph 14.07 of the General Conditions; in accordance with the following:

Substantial Completion	Final Completion
100 Calendar Days	110 Calendar Days

Article 4 CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: See copy of CONTRACTOR'S BID, attached.

Article 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions on or about the 26th day of each month. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.

5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to 95% of the Work completed, less aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.02 of the General Conditions.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02 of the General Conditions.

5.1.3 The CONTRACTOR is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 30 (thirty) days from the date of approval of the payment request by the Owner.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

5.3 Payments to Subcontractors. The CONTRACTOR agrees to pay each subcontractor it contracts with to perform any portion of the work for satisfactory performance of its contract no later than 30 days from the receipt of each payment the CONTRACTOR receives from the OWNER. The CONTRACTOR agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is

satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. Failure by the CONTRACTOR to carry out these requirements shall be a material breach of this Agreement.

Article 6 INTEREST

All moneys not paid when due hereunder shall bear interest at the legal rate set by 28-22-104, Idaho Code.

Article 7 CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work and has made such independent investigations as CONTRACTOR deems necessary.
- 7.2 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.3 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR consist of the following:

- 8.1 This Agreement, pages 1 to 6, inclusive.
- 8.2 Notice of Award
- 8.3 Notice to Proceed

- 8.4 Idaho Standards for Public Works Construction (ISPWC) Division 100 – Standard General Conditions of the Construction Contract, 2005 Update (herein referred to as the General Conditions).
- 8.5 Subcontractor Insurance Requirements for work or services performed for Pend Oreille Bonner Development, LLC Dba The Idaho Club (attached).
- 8.6 Drawings bearing the title: **Idaho Club Water Booster System** dated June 2007, prepared by Toothman-Orton Engineering Company.
- 8.7 Construction Documents and Specifications bearing the title: **Idaho Club Water Booster System** dated June 2007, prepared by Toothman-Orton Engineering Company.
- 8.8 CONTRACTOR's Revised Bid, dated October 12, 2007 and Idaho Club Booster Stations Revised Pricing e-mail dated October 10, 2007 (attached).
- 8.9 Addendum Number 1, dated August 21, 2007;
Addendum Number 2, dated August 29, 2007;
for Idaho Club Water Booster System.
- 8.10 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Field Order, Work Change Directive, Change Order, or Written Amendment as defined in Article 1 of the General Conditions.

Article 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 Except for an assignment by OWNER to an entity of which it controls more than fifty percent (50%) ownership, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to

an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 In the event any dispute between the parties hereto concerning this Agreement, the interpretation hereof, and/or the subject matter hereof, the parties shall submit the controversy in question to arbitration in Sandpoint, Idaho, judgment upon the award rendered may be entered in any court having jurisdiction thereof. Except as specifically provided herein, the arbitration shall proceed in accordance with the laws of the State of Idaho. The party requesting arbitration shall give a written demand for arbitration to the other party by registered or certified mail. The demand shall set forth a statement of the nature of the dispute, the amount involved and the remedies sought. No later than twenty (20) calendar days after the demand for arbitration is served, the parties shall jointly select and appoint a retired judge of the Idaho First Judicial District to act as the arbitrator. In the event the parties do not agree on the selection of an arbitrator, the party seeking arbitration shall apply to the Idaho First Judicial District for the appointment of a retired judge of that court to serve as arbitrator. No later than ten (10) calendar days after the arbitrator is appointed, the arbitrator shall schedule the arbitration for a hearing to commence on a mutually convenient date. The hearing shall commence no later than one hundred twenty (120) calendar days after the arbitrator is appointed and shall continue from day to day until completed. All discovery shall be completed no later than the commencement of the arbitration hearing or one hundred twenty (120) calendar days after the date that a proper demand for arbitration is served, whichever occurs earlier, unless upon a showing of good cause the arbitrator extends or shortens that period. The arbitrator shall issue his or her award in writing no later than twenty (20) calendar days after the conclusion of the hearing. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator is empowered to hear all disputes between the parties concerning the subject matter hereof, and the arbitrator may award monetary damages, specific performance, injunctive relief, rescission, restitution, costs and attorneys' fees. The results of such arbitration shall be conclusive and binding.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2007

OWNER:

CONTRACTOR:

Pend Oreille Bonner Development, LLC

R.C. Worst and Company, Inc.

By: Chuck Reeves

By: Scott Jessick

Name: Chuck Reeves

Name: SCOTT JESSICK

Title: President

Title: SECRETARY

Date: 11/20/07

Date: 11/26/07

Attest _____

Address for giving notices:

Address for giving notices:

625 BEST AVENUE
CDA ID 83814

License No.:

Agent for service of process:

EXHIBIT B

NOTICE TO PROCEED

Dated: December 3, 2007

TO: R.C. Worst & Company, Inc.
(Contractor)

ADDRESS: 625 Best Ave., Coeur d'Alene, Idaho 83814

PROJECT: Idaho Club Water Booster System

CONTRACT NO. 05128

CONTRACT FOR: Idaho Club Water Booster System
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on December 3, 2007. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion and readiness for final payment are March 12, 2008 and March 22, 2008, respectively.

Before you may start any Work at the site, paragraph 2.05 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site, you must comply with the following:
(add other requirements)

Pend Oreille Bonner Development, LLC
(OWNER)
By: Dave Wall
(AUTHORIZED SIGNATURE)
Dave Wall
(NAME)
Construction Manager
(TITLE)

ACCEPTANCE OF NOTICE TO PROCEED

R.C. Worst & Co., Inc.
(CONTRACTOR)
By: Scott Jessick
(AUTHORIZED SIGNATURE)
Scott Jessick
(NAME)
SECRETARY
(TITLE)
12/5/07
(DATE)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

EXHIBIT C

COPY

CHARLES M. DODSON
Attorney at Law
1424 Sherman Avenue, Suite 300
Coeur d'Alene ID 83814
(208) 664-1577
Facsimile (208) 666-9211
ISB #2134

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;
R.E. LOANS, LLC, a California limited
liability company; DAN S. JACOBSON, an
individual; SAGE HOLDINGS LLC, and
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, an Idaho limited liability company;
WELLS FARGO FOOTHILL, LLC, a
Delaware limited liability company;
INTERSTATE CONCRETE AND

CASE NUMBER: CV-09-01810

ANSWER, COUNTERCLAIMS, CROSS-
CLAIMS AND THIRD PARTY
COMPLAINT OF DEFENDANT R. C.
WORST & COMPANY, INC., AN IDAHO
CORPORATION

1-ANSWER COUNTERCLAIMS, CROSS-CLAIMS AND THIRD PARTY COMPLAINT OF
DEFENDANT R. C. WORST & COMPANY, INC., AN IDAHO CORPORATION

ASPHALT COMPANY, an Idaho corporation;
T-O ENGINEERS, INC., fka Toothman-
Orton Engineering, Company, and 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 I through X,

DEFENDANTS/CROSS DEFENDANTS.
(R.C. WORST COUNTER/CROSS PLAINTIFF)

ACI NORTHWEST, INC., an Idaho
corporation,

COUNTERCLAIMANT, CROSS-CLAIMANT,
AND THIRD PARTY PLAINTIFF,

vs.

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company,

Counterclaim Defendant,

and

R.E. LOANS, LLC, a California limited
liability company; DAN S. JACOBSON, an
individual; SAGE HOLDINGS LLC, and
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, an Idaho limited liability company;
WELLS FARGO FOOTHILL, LLC, a

2-ANSWER COUNTERCLAIMS, CROSS-CLAIMS AND THIRD PARTY COMPLAINT OF
DEFENDANT R. C. WORST & COMPANY, INC., AN IDAHO CORPORATION

Delaware limited liability company;
INTERSTATE CONCRETE AND
ASPHALT COMPANY, an Idaho corporation;
T-O ENGINEERS, INC., fka Toothman-
Orton Engineering, Company, and 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 I through X, and
ACI NORTHWEST, INC., an Idaho
corporation

CROSS-CLAIM DEFENDANTS,

and

PANHANDLE STATE BANK, AN IDAHO
CORPORATION,

THIRD PARTY DEFENDANT.

COMES NOW, Defendant R. C. WORST & COMPANY, INC., an Idaho Corporation,
hereinafter referred to as 'WORST', by and through its Attorney CHARLES M. DODSON and
Answers the allegations contained in Plaintiff's Complaint (hereinafter "COMPLAINT") as follows:

ANSWER

I.

GENERAL ALLEGATIONS

1. WORST admits the allegations contained in Paragraph 1 of Plaintiff's Complaint.
2. WORST admits the allegations contained in Paragraph 2 of Plaintiff's Complaint.
3. WORST admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.
4. With respect to the allegations contained in Paragraph 4 of Plaintiff's Complaint, WORST

3-ANSWER COUNTERCLAIMS, CROSS-CLAIMS AND THIRD PARTY COMPLAINT OF
DEFENDANT R. C. WORST & COMPANY, INC., AN IDAHO CORPORATION

lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

5. With respect to the allegations contained in Paragraph 5 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

6. WORST admits the allegations contained in Paragraph 6 of Plaintiff's Complaint.

7. WORST denies the allegations contained in Paragraph 7 of Plaintiff's Complaint. To the best of WORST's knowledge and belief, Defendant Jacobson resides in the State of Washington and transacts business within the State of Idaho.

8. WORST admits the allegations contained in Paragraph 8 of Plaintiff's Complaint.

9. WORST admits the allegations contained in Paragraph 9 of Plaintiff's Complaint.

10. WORST admits the allegations contained in Paragraph 10 of Plaintiff's Complaint.

11. WORST admits the allegations contained in Paragraph 11 of Plaintiff's Complaint.

12. WORST admits the allegations contained in Paragraph 12 of Plaintiff's Complaint.

13. WORST admits the allegations contained in Paragraph 13 of Plaintiff's Complaint.

14. WORST admits the allegations contained in Paragraph 14 of Plaintiff's Complaint.

15. WORST admits the allegations contained in Paragraph 15 of Plaintiff's Complaint.

16. WORST admits the allegations contained in Paragraph 16 of Plaintiff's Complaint.

17. WORST admits the allegations contained in Paragraph 17 of Plaintiff's Complaint.

18. WORST admits the allegations contained in Paragraph 18 of Plaintiff's Complaint.

19. WORST admits the allegations contained in Paragraph 19 of Plaintiff's Complaint.

20. WORST admits the allegations contained in Paragraph 20 of Plaintiff's Complaint.

II.

JURISDICTION AND VENUE

21. WORST admits the allegations contained in Paragraph 21 of Plaintiff's Complaint.

22. WORST admits the allegations contained in Paragraph 22 of Plaintiff's Complaint.

23. WORST admits the allegations contained in Paragraph 23 of Plaintiff's Complaint.

III.

COUNT ONE-BREACH OF CONTRACT

24. In response to Paragraph 24 of the Complaint, WORST expressly incorporates its answers above in response to the allegations listed in support of this cause of action as if such answers were fully set forth herein.

25. With respect to the allegations contained in Paragraph 25 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

26. With respect to the allegations contained in Paragraph 26 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

27. With respect to the allegations contained in Paragraph 27 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

28. With respect to the allegations contained in Paragraph 28 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

29. With respect to the allegations contained in Paragraph 29 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

30. With respect to the allegations contained in Paragraph 30 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

IV.

COUNT TWO – FORECLOSURE OF LIEN

31. In response to Paragraph 31 of the Complaint, WORST expressly incorporates its answers above in response to the allegations listed in support of this cause of action as if such answers were fully set forth herein.

32. With respect to the allegations contained in Paragraph 32 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

33. With respect to Paragraph 33 of Plaintiff's Complaint, WORST admits that "[t]he Claim of Lien was recorded on October 17, 2008, as Instrument No. 760705, Official Records of Bonner County, Idaho." With respect to the remaining allegations contained in Paragraph 33 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

34. With respect to the allegations contained in Paragraph 34 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

35. WORST admits the allegations contained in Paragraph 35 of Plaintiff's Complaint.

36. With respect to the allegations contained in Paragraph 36 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

37. WORST admits the allegations contained in the first sentence of Paragraph 37 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 37, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

38. WORST admits the allegations contained in the first sentence of Paragraph 38 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 38, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

39. WORST admits the allegations contained in the first sentence of Paragraph 39 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 39, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

40. With respect to the allegations contained in the first sentence of Paragraph 40 of

Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same. With respect to the allegations that are contained in the last sentence of Paragraph 40, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

41. WORST admits the allegations contained in the first sentence of Paragraph 41 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 41, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

42. WORST admits the allegations contained in the first sentence of Paragraph 42 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 42, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

43. WORST admits the allegations contained in the first sentence of Paragraph 43 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 43, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

44. WORST admits the allegations contained in Paragraph 44 of Plaintiff's Complaint.

45. WORST admits the allegations contained in Paragraph 45 of Plaintiff's Complaint.

46. WORST admits the allegations contained in Paragraph 46 of Plaintiff's Complaint.

47. WORST admits the allegations contained in the first sentence of Paragraph 47 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 47, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

48. WORST admits the allegations contained in the first sentence of Paragraph 48 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 48, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

49. WORST admits the allegations contained in the first two sentences of Paragraph 49 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 49, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

50. WORST admits the allegations contained in the first two sentences of Paragraph 50 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 50, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

51. WORST admits the allegations contained in the first sentence of Paragraph 51 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 51, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

52. WORST admits the allegations contained in the first sentence of Paragraph 52 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 52, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

53. WORST admits the allegations contained in the first two sentences of Paragraph 53 of Plaintiff's Complaint. WORST further admits that it will claim an interest in a portion of the Property in relation to a claim of lien recorded on October 8, 2008, as Instrument No. 760104, Official Records of Bonner County, Idaho as subsequently revised. With respect to the allegations that are contained in the last sentence of Paragraph 53, WORST denies the same.

54. WORST admits the allegations contained in the first sentence of Paragraph 54 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 54, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

55. WORST admits the allegations contained in the first sentence of Paragraph 55 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 55, these consist of legal argument or legal conclusions to which no response is required.

To the extent that a response is deemed to be required, WORST denies the same.

56. WORST admits the allegations contained in the first two sentences of Paragraph 56 of Plaintiff's Complaint. With respect to the allegations that are contained in the last sentence of Paragraph 56, these consist of legal argument or legal conclusions to which no response is required. To the extent that a response is deemed to be required, WORST denies the same.

57. WORST denies the allegations contained in Paragraph 57 of Plaintiff's Complaint.

58. With respect to the allegations contained in Paragraph 58 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

V.

COUNT THREE – QUANTUM MERUIT

59. In response to Paragraph 59 of the Complaint, WORST expressly incorporates its answers above in response to the allegations listed in support of this cause of action as if such answers were fully set forth herein.

60. With respect to the allegations contained in Paragraph 60 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

61. With respect to the allegations contained in Paragraph 61 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

62. With respect to the allegations contained in Paragraph 62 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

63. With respect to the allegations contained in Paragraph 63 of Plaintiff's Complaint, WORST lacks information sufficient to form a belief as to the truth or falsity of these allegations and therefore denies the same.

VI.

PRA YER FOR JUDGMENT

64. To the extent that a response by WORST to the Prayer for Judgment contained in Plaintiff's Complaint is deemed necessary, WORST denies the same unless such allegations are specifically admitted to in this Answer.

VII.

AFFIRMATIVE DEFENSES

65. Having answered the allegations contained in the Complaint, WORST raises the following affirmative defenses:

- A. The Complaint fails to state a claim against WORST for which relief can be granted.
- B. Some or all of Plaintiff's claims are barred by the doctrine of accord and satisfaction.
- C. Some or all of Plaintiff's claims are barred by the doctrine of failure of consideration.
- D. Some or all of Plaintiff's claims are barred by payment.
- E. Some or all of Plaintiff's claims are barred by release or satisfaction.
- F. Plaintiff has failed to act reasonably or otherwise mitigate its damages, if any.
- G. Some or all of Plaintiff's claims are barred by the doctrine of setoff.
- H. Plaintiff's claims are barred by the doctrine of unclean hands.
- I. Plaintiff's claims are barred by the doctrine of estoppel.
- J. Plaintiff's claims are barred by the doctrine of laches.
- K. Plaintiff's claims are barred by the doctrine of waiver.
- L. Plaintiff's lien interest is subordinate to WORST's lien interest in the Property.
- M. Plaintiff's claims are barred by Plaintiff's failure to comply with Idaho Code Section 45-501 et seq.
- N. Plaintiff is not entitled to a claim of lien for its labor and material.
- O. Plaintiff has failed to properly perfect a lien for its labor and material.

COUNTERCLAIMS AND CROSS-CLAIMS

WORST counterclaims against Plaintiff and cross-claims against the other Defendants as follows:

I.

COUNT I

10-ANSWER COUNTERCLAIMS, CROSS-CLAIMS AND THIRD PARTY COMPLAINT OF DEFENDANT R. C. WORST & COMPANY, INC., AN IDAHO CORPORATION

FORECLOSURE OF MECHANIC'S/MATERIALMAN'S LIEN
PURSUANT TO IDAHO CODE 45-501 ET SEQ.

1. WORST re-alleges and incorporates the foregoing admissions and denials as though fully set forth herein.

2. Pursuant to a Contract for Infrastructure Construction (hereinafter the "Contract") dated October 12, 2006, WORST performed labor upon, furnished materials to, graded, filled in and/or otherwise improved (hereinafter the "Work") the real property legally described in Exhibit "A" attached hereto (hereinafter the "Property").

3. The Work, which pertained to the development now known as The Idaho Club (hereinafter the "Project") included, but was not limited to, installation of a water distribution system and sewer effluent collection system, road construction and the installation of dry utilities.

4. The Work, which commenced on December, 2007, was performed at the instance of Chuck Reeves, an agent of POBD. Such work ended on August 22, 2008 or after.

5. WORST recorded a Claim of Lien against the Property in the principal amount of THREE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED SEVENTY ONE DOLLARS AND SEVENTY SIX CENTS (\$311,771.76), plus interest thereon and costs and attorney's fees pursuant to Idaho Code 45-513 and recorded extensions to said lien thereafter, with permission of the owner or purported owner of the property.

6. The principal amount currently owed to WORST pursuant to the terms of the Contract for its Work, after all just offsets and credits, is THREE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED SEVENTY ONE DOLLARS AND SEVENTY SIX CENTS (\$311,771.76) (hereinafter "Amount Due Under the Claim of Lien").

7. WORST gave Notice of the Claim of Lien to the owner or reputed owners of the Property by certified mail, return receipt requested, within 5 business days of the filing of the Claim of Lien and gave notice of all extensions thereto to the owner or reputed owner.

8. Third Party Defendant Panhandle State Bank (hereinafter "Panhandle") is an Idaho corporation transacting business in the State of Idaho that may claim an interest in the Property by virtue of an Assignment of the interests of the Defendants that are set forth in Paragraphs 41 through

46 of Plaintiff's Complaint. This Assignment was recorded on November 24, 2009, as Instrument No. 783748, Official Records of Bonner County, Idaho, and re-recorded on December 3, 2009 as Instrument No. 784149, Official Records of Bonner County, Idaho. Panhandle shall be referred to and included as a Defendant as that term appears herein.

9. To the extent that the Plaintiff and/or the other Defendants claim some right, title or interest in and to the Property and/or improvements described above, WORST alleges said interests are junior and subservient to the interest held by WORST and should be foreclosed.

10. WORST is entitled to interest on the Amount Due Under the Claim of Lien pursuant to the Contract and/or Idaho Code §28-22-104.

11. WORST is entitled to the cost of filing and recording the Claim of Lien pursuant to Idaho Code §45-513.

12. WORST has had to retain Bredeson Law Group to collect the Amount Due Under the Claim of Lien and to foreclose on the Claim of Lien. Therefore, WORST is entitled to reasonable attorney fees pursuant to Idaho Code §§ 45-513, 12-120(3), (5) and 12-121.

II.

COUNT II

BREACH OF EXPRESS CONTRACT

13. WORST, re-alleges and incorporates the foregoing admissions, denials and allegations as though fully set forth herein.

14. The Contract constitutes a valid and legally enforceable contract under Idaho law.

15. POBD has breached the Contract by not paying WORST for the work WORST performed pursuant to the Contract. The amount currently due and owing to WORST, excluding interest, is THREE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED SEVENTY ONE DOLLARS AND SEVENTY SIX CENTS (\$311,771.76).

16. As a direct and proximate result of POBD's breach of contract, WORST has obviously been damaged at least in the amount of THREE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED SEVENTY ONE DOLLARS AND SEVENTY SIX CENTS (\$311,771.76). The total

amount of damages, including but not limited to the total interest due on said amount at the highest rate allowed by the Contract and Idaho law, shall be proven at trial.

III.

COUNT III

UNJUST ENRICHMENT

17. WORST re-alleges and incorporates the foregoing denials, admissions and allegations as though fully set forth herein.

18. Even if there was no express contract between WORST and POBD as is alleged in COUNT II above, WORST has provided a benefit to POBD in the form of WORST's various construction work, which Pend Oreille has accepted.

19. Under the circumstances, it would be unjust for POBD to retain such benefit without compensating WORST for its value, which is at least THREE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED SEVENTY ONE DOLLARS AND SEVENTY SIX CENTS (\$311,771.76), with the precise amount to be proven at trial.

WHEREFORE, WORST prays for judgment as follows:

1. That the Complaint be dismissed in its entirety as against WORST, with the Plaintiff being awarded nothing thereby against WORST;

2. That the Court declare WORST to have a valid and subsisting lien on the Property, the Property and the interests of the parties therein be sold in accordance with Idaho law, the proceeds of sale be returned to the Court, and WORST be paid the amount due under the Claim of Lien (THREE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED SEVENTY ONE DOLLARS AND SEVENTY SIX CENTS (\$311,771.76) plus interest and all other amounts due;

3. That WORST, is entitled to damages from POBD to be proven at trial in at least the amount of THREE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED SEVENTY ONE DOLLARS AND SEVENTY SIX CENTS (\$311,771.76), along with total interest due on said amount at the highest rate allowed by the Contract and Idaho law.

4. For the amount that POBD has been unjustly enriched by not paying for WORST's services, which is at least THREE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED

SEVENTY ONE DOLLARS AND SEVENTY SIX CENTS (\$311,771.76), with the precise amount to be proven at trial.

5. For an award of reasonable costs and attorney's fees pursuant to the terms of the Contract itself, Idaho Code Sections 45-513, 12-120(3), 12-120(5), and 12-121, along with Idaho Rules of Civil Procedure 54(d)(1) and 54(e), against the Plaintiff and every other party that contests WORST's Counterclaims or Cross-claims. In the event that a judgment is entered by default with respect to WORST's Counterclaims or Cross-claims, the amount of attorney's fees shall equal \$2,000.00 for each Defendant against which a default judgment entered.

6. For any other relief that the Court deems just and proper.

DATED this 21st day of April, 2011.



CHARLES M. DODSON
ATTORNEY FOR R. C. WORST & COMPANY, INC.

I hereby certify that on the 21st day of
April, 2011,
a true and correct copy of the foregoing was:
mailed, postage prepaid:

to:

LYNNETTE M. DAVIS
HAWLEY TROXELL ENNIS & HAWLEY, LLP
877 Main Street Suite 1000
P.O. Box 1617
Boise ID 83701-1617
Attorney for Plaintiff Genesis Golf Builders, Inc.

GARY A. FINNEY
and JOHN FINNEY
FINNEY, FINNEY and FINNEY, PA
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint ID 83864
Attorney for Defendants JV, LLC and Pucci Construction, Inc.

14-ANSWER COUNTERCLAIMS, CROSS-CLAIMS AND THIRD PARTY COMPLAINT OF
DEFENDANT R. C. WORST & COMPANY, INC., AN IDAHO CORPORATION

ROBERT FASNACHT
ROBERT FASNACHT PC
850 W. Ironwood Drive, Suite 101
Coeur d'Alene ID 83815
Attorney for Defendant Interstate Concrete and Asphalt Company

JANET D. ROBNETT
PAINE HAMBLEN LLP
P.O. Box E
Coeur d'Alene ID 83816-0328
Attorney for Defendant Pend Oreille Bonner Development, LLC

BRENT C. FEATHERSTON
FEATHERSTON LAW FIRM, CHTD.
113 S. Second Avenue
Sandpoint ID 83864
Attorney for Defendant Pensco Trust Co. Custodian FBO Barney NG

J. FORD ELSAESSER
ELSAESSER, JARZABEK ANDERSON MARKS
ELLIOT & MACDONALD, CHTD.
P.O. Box 1049
Sandpoint ID 83864
Attorneys for Defendants Dan S. Jacobson, Sage Holdings, LLC and Stephen G. Lazar

VP, INCORPORATED
533739 Highway 95
Boners Ferry ID 83805

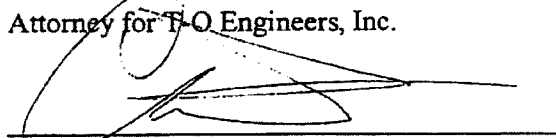
R.E. LOANS , LLC
C/O MEULEMAN & MOLLERUP LLP
ANNA E. EBERLIN
755 W. Front Street, Suite 200
Boise ID 83720

MORTGAGE FUND '08 LLC
201 Lafayette Circle 2nd Floor
Lafayette CA 94549

15-ANSWER COUNTERCLAIMS, CROSS-CLAIMS AND THIRD PARTY COMPLAINT OF
DEFENDANT R. C. WORST & COMPANY, INC., AN IDAHO CORPORATION

PETE B. BREDESON
1677 E. Miles Avenue, Suite 202
Hayden ID 83835
Attorney for ACI Northwest, Inc.

GARY L. AMENDOLA
AMENDOLA & DOTY, PLLC
702 N. 4th Street
Coeur d'Alene ID 83814
Attorney for F-O Engineers, Inc.



CHARLES M. DODSON
ATTORNEY AT LAW

EXHIBIT D

760104

CLAIM OF LIEN

FILED BY
RC Worst
2008: OCT -8 A 9:57
9⁰⁰
MARIE SCOTT
BONNER COUNTY RECORDER
CB DEPUTY

NOTICE IS HEREBY GIVEN that on or about the 26th day of November, 2007, R. C. WORST & COMPANY, INC., an Idaho Corporation, entered into an agreement with Pend Oreille Bonner Development, L.L.C., a Limited Liability Company of the State of Nevada, registered in the State of Idaho, whereby R.C. WORST & COMPANY, INC. agreed to provide services and materials to be used in the installation of booster stations for a water system on and for the benefit of the real property described as follows, to-wit:

SEE EXHIBIT "A" attached hereto and hereafter incorporated by reference as if fully set forth herein.

THAT THE NAMES OF THE RECORD OWNERS OF SAID PREMISES ARE:

Pend Oreille Bonner Development, L.L.C.

That the Claimant in accordance with the terms of said agreement has furnished said services and labor thereon upon the terms and upon the times given and upon the conditions therein.

That the Claimant performed thereunder, and that ninety (90) days have not elapsed since the furnishing of the last items of material, service and/or labor on the 22nd day of August, 2008.

That the agreement and a reasonable price of such agreement for services and labor so furnished was, and is the sum of SIX HUNDRED TWENTY NINE THOUSAND TWO HUNDRED FIFTY EIGHT DOLLARS (\$629,258.00), and that the total sum of THREE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED SEVENTY ONE DOLLARS AND SEVENTY SIX CENTS (\$311,771.76), remains due and owing thereon to this Claimant after deducting all just credits, payments and offsets for which sum Claimant now claims: a Labor Lien upon said premises, pursuant to the terms of Title 45, Chapter 5 (45-501 et seq.), of the Idaho Code.

That said Claimant does further claim a lien for its Attorney's Fees in the amount of FIVE HUNDRED DOLLARS (\$500.00).

1-CLAIM OF LIEN

DATED this 3rd day of October, 2008.

R. C. WORST & COMPANY, INC.

BY:

Scott Jessick
SCOTT JESSICK, SECRETARY

STATE OF IDAHO)

) ss.

County of Kootenai)

On this 3rd day of October, 2008, before me, the undersigned Notary Public, personally appeared SCOTT JESSICK who is known or identified to me to be the Secretary of R. C. WORST & COMPANY, INC., the Claimant in the above set forth Claim of Lien, and who is known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he read the foregoing, he knows the contents thereof, and verily believes the facts therein stated to be true to the best of his information, belief, and knowledge, and that the Claim is true and just.

SUBSCRIBED AND SWORN TO on the day and year first above written.



Paul M. Karnit
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Spokane Valley, WA
MY COMMISSION EXPIRES: 11/8/13

2-CLAIM OF LIEN

201007

UNOFFICIAL

EXHIBIT A

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

AND

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

Richard L. Stacey, ISB #6800
Chad Nicholson, ISB #7506
MEULEMAN MOLLERUP LLP
755 W. Front Street, Suite 200
Boise, Idaho 83702
(208) 342-6066 Telephone
(208) 336-9712 Fax
stacey@lawidaho.com
I:\1547.201\PLD\cv-2009-1810\SJ (Dakan Affidavit) 140421.doc

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 APR 29 AM 10 05

CLERK DISTRICT COURT
DEPUTY

Attorneys for R.E. Loans, 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,

v.

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, an Idaho limited
liability company; WELLS FARGO
FOOTHILL, LLC, a Delaware limited liability
company; INTERSTATE CONCRETE AND
ASPHALT COMPANY, an Idaho
corporation; T-O ENGINEERS, INC.,
fka Toothman-Orton Engineering Company,
an Idaho corporation; PUCCI
CONSTRUCTION INC., an Idaho

Case No. CV-2009-1810

**AFFIDAVIT OF FARLEY DAKAN IN
SUPPORT OF R.E. LOANS, LLC'S
MOTIONS FOR SUMMARY JUDGMENT**

The Honorable Michael Griffin

ORIGINAL

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 I through X,

Defendants.

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

State of Florida)
S.S.
County of Palm Beach County)

FARLEY DAKAN, being first duly sworn, deposes and states as follows:

1. I am a managing director of Mackinac Partners (“Mackinac”), and I make this declaration based upon my own personal knowledge. If called as a witness, I could and would competently testify as to the truth of the matters set forth herein.

2. During January of 2010, R.E. Loans, LLC, a California limited liability company (“R.E. Loans”), engaged Mackinac to provide consulting services.

3. On April 10, 2010, R.E. Loans formally engaged Mackinac to serve as its Chief Restructuring Officer.

4. On September 13, 2011 R.E. Loans filed for Chapter 11 Bankruptcy in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”). Shortly thereafter, the Bankruptcy Court appointed Mackinac the sole manager of R.E. Loans effective as of the September 13, 2011 filing.

5. Since January of 2010, I have provided numerous services to the Debtors. Among other things, I have assisted in the management of the Debtors’ real estate portfolio,

handled general and administrative matters related to the Debtors' businesses, assisted in the overall restructuring of the Debtors, and acted as the custodian of records maintaining R.E. Loans' business records. Based upon my personal knowledge of the Debtors, their business operations, history, industry, and books and records, and based upon information of which I am knowledgeable contained within the Debtors' books and records, I am qualified to give this affidavit on behalf of the Debtors.

6. Some of the information presented below is based upon my review of data and accounting records regularly compiled by R.E. Loans in the ordinary course of its business prior to my involvement. However, as the manager of R.E. Loans, I am also charged with continuing to monitor and collect debts owed by R.E. Loans' borrowers, including those amounts owed and paid by POBD. This includes updating outstanding statements to include current calculations of interest, late fees, and attorneys' fees.

7. Attached hereto as Exhibit A is a true and correct copy of a Loan Transaction Detail Report faxed by R.E. Loans' loan servicing agent, Bar-K, Inc. on behalf of R.E. Loans to Pend Oreille Bonner Development, LLC ("POBD") on December 4, 2009. This Loan Transaction Detail Report shows an unpaid principal balance on November 23, 2009, of \$278,147.65.

8. Attached hereto as Exhibit B is a true and correct copy of a Payment History Detail Report from Bar-K that was printed on May 6, 2010 and shows an unpaid principal balance owed to R.E. Loans as of this date of \$278,147.65. According to the Payment History Detail Report, POBD made its last payment to R.E. Loans on November 23, 2009.

9. Attached hereto as Exhibit C is a true and correct copy of an Incremental Funding Report from R.E. Loans' second loan servicing agent, Lend, Inc. The Incremental Funding Report was printed on August 11, 2011 and shows an unpaid principal balance owed to R.E.

Loans as of this date of \$278,147.65. According to the Incremental Funding Report, POBD made its last payment to R.E. Loans on November 23, 2009.

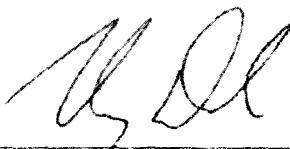
10. Based upon my personal knowledge of the Debtor, its business operations, and information within its books and records, R.E. Loans did not receive payment any from POBD after November 23, 2009. The unpaid principal balance still owed to R.E. Loans is \$278,147.65.

11. Attached hereto as Exhibit D is a true and correct copy of a Default Interest Calculation Report. This report shows all interest, late fees, attorney fees, and costs owed to R.E. Loans as of June 30, 2014, under the terms of the Note Secured By Mortgage, and the Mortgage, Assignment of Rent, Security Agreement, and Fixture Filing executed by POBD and recorded in the Bonner County Recorder's Office on March 15, 2007. Under the terms of said agreements, R.E. Loans is owed a total of \$708,231.31. This amount was calculated as follows:

Unpaid Principal Amount:	\$278,147.65
Accrued Interest from December 1, 2009, through September 1, 2013:	\$322,335.34
Late Charges (\$278.15 each month):	\$15,019.97
Attorneys' Fees:	\$92,728.35
TOTAL:	\$708,231.31


FURTHER YOUR AFFIANT SAYETH NAUGHT.

DATED this 25 day of April 2014.

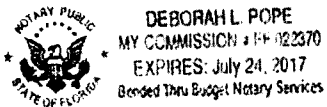


Farley Dakan

SUBSCRIBED AND SWORN to before me this 25th day of April 2014.



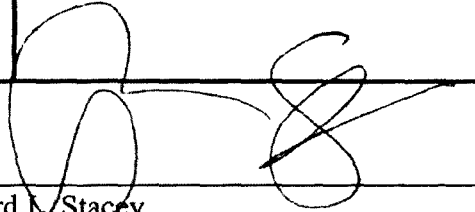
Notary Public, State of Florida
My Commission Expires: 7/24/17



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 25th day of April 2014, a true and correct copy of the foregoing document was served by the method indicated below to the following parties:

Charles M. Dodson Dodson & Raeon 1424 Sherman, Ste. 300 Coeur d' Alene, Idaho 83814 Fax: 208-666-9211 <i>Counsel for RC Worst & Company</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary I. Amendola Amendola Doty & Brumley, PLLC 702 N. 4 th Street Coeur d'Alene, ID 83814 Fax: 208-765-1046 <i>Counsel for T-O Engineers, Inc.</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Steven C. Wetzel Kenneth Huitt James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, ID 83814 Fax: 208-664-1684 <i>Counsel for VP Incorporated and North Idaho Resorts, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Bruce A. Anderson Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd. 320 East Neider Ave., Suite 102 Coeur d' Alene, ID 83815 Fax: 208-667-2150 <i>Counsel for Dan S. Jacobson, Steven G. Lazar, and Sage Holdings, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Brent C. Featherston Featherston Law Firm, Chtd. 113 South Second Ave. Sandpoint, Idaho 83864 Fax: 208-263-0400 <i>Counsel for Pensco Trust Co. and Mortgage Fund '08</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary A. Finney Finney Finney & Finney, P.A. 120 E. Lake Street, Ste 317 Sandpoint, Idaho 83864 Fax: 208-263-8211 <i>Counsel for J.V., LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Stanley J. Tharp Peter W. Ware David M. Swartley Eberle, Berlin, Kading, Turnbow & McKlveen, Chartered 1111 West Jefferson Street, Suite 530 P.O. Box 1368 Boise, ID 83701 Fax: 208-344-8542 <i>Counsel for Wells Fargo Foothill, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	John Finney Finney Finney & Finney, P.A. 120 E. Lake Street, Ste 317 Sandpoint, Idaho 83864 Fax: 208-263-8211 <i>Counsel for Pucci Construction, Inc. and ACI Northwest, Inc.</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Courtesy Copy to: Ms. Jane Spencer Law Clerk to Judge Michael Griffin 320 W. Main Grangeville, Idaho 83530 <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	



 Richard L. Stacey

EXHIBIT A

To: **KATHY: 208.255.4183**

CALCULATIONS OF AMOUNTS DUE UNDER LOANS:

FOOOO
PEND OREILLE BONNER DEVELOPMENT HOLDINGS INC.
HIDDEN LAKES

Payment due date: 1ST of the Month
 Note Loan Amount: \$21,200,000.00

Date	FOOOO	PEND OREILLE	Payment
03/15/07	Init Advance	\$8,100,000.00	
03/15/07	PAYDOWN	(\$138,000.00)	
03/15/07	PAYDOWN	(\$100,000.00)	
	New Bal	\$5,864,000.00	
03/15/07	DRAW A	\$1,826,085.48	
	New Bal	\$7,490,085.48	
04/08/07	PAYDOWN	(\$831,126.00)	
	New Bal	\$6,888,970.48	
04/16/07	DRAW B	\$2,078,812.80	
	New Bal	\$8,937,783.28	
05/03/07	PAYDOWN	(\$240,875.00)	
	New Bal	\$8,996,608.28	
05/07/07	PAYDOWN	(\$332,775.00)	
	PAYDOWN	(\$178,500.00)	
	New Bal	\$8,186,633.28	
05/10/07	PAYDOWN	(\$309,825.00)	
	New Bal	\$7,875,708.28	
05/18/07	PAYDOWN	(\$455,175.00)	
	PAYDOWN	(\$187,000.00)	
	New Bal	\$7,233,533.28	
05/21/07	PAYDOWN	(\$344,250.00)	
	DRAW C	\$407,880.18	
	New Bal	\$7,297,163.46	
05/23/07	PAYDOWN	(\$286,875.00)	
	New Bal	\$7,010,288.46	
05/31/07	PAYDOWN	(\$573,750.00)	FROM TITLE TO BORROWER
	New Bal	\$6,436,538.46	
06/01/07	DRAW D	\$948,388.41	
	New Bal	\$7,386,934.87	
06/14/07	DRAW E	\$831,578.95	
06/14/07	PAYDOWN	(\$115,000.00)	FROM TITLE TO BORROWER
	New Bal	\$8,102,513.82	
07/17/07	DRAW F	\$4,820,044.54	
	DRAW G	\$82,021.01	
	New Bal	\$12,804,579.37	
07/20/07	PAYDOWN	(\$212,500.00)	
	New Bal	\$12,592,079.37	
07/30/07	DRAW H	\$4,335,053.24	
	New Bal	\$16,927,132.61	
08/09/07	DRAW I	\$108,182.95	
	New Bal	\$17,036,295.56	
08/17/07	PAYDOWN	(\$229,500.00)	
	New Bal	\$16,806,795.56	
08/23/07	PAYDOWN	(\$234,250.00)	
	PAYDOWN	(\$224,216.00)	
	PAYDOWN	(\$215,178.00)	
	New Bal	\$16,133,155.56	
08/27/07	PAYDOWN	(\$140,280.00)	
	New Bal	\$15,992,905.56	
09/14/07	PAYDOWN	(\$178,500.00)	
	PAYDOWN	(\$118,000.00)	
	New Bal	\$15,699,405.56	

REEVES001232

08/21/07	DRAW J	\$69,984.44	
	New Bal	\$16,789,380.00	
09/28/07	PAYDOWN	(\$470,478.00)	
	PAYDOWN	(\$682,275.00)	
	New Bal	\$14,728,610.00	
10/01/07	PAYDOWN	(\$455,175.00)	
	New Bal	\$14,271,435.00	
10/04/07	PAYDOWN	(\$824,025.00)	
	New Bal	\$13,747,410.00	
10/09/07	PAYDOWN	(\$369,281.00)	
	New Bal	\$13,394,129.00	
10/12/07	PAYDOWN	(\$371,025.00)	
		(\$531,878.00)	
		(\$309,825.00)	
	New Bal	\$12,181,604.00	
10/22/07	PAYDOWN	(\$443,700.00)	
	New Bal	\$11,737,904.00	
10/23/07	PAYDOWN	(\$371,025.00)	
	New Bal	\$11,366,879.00	
11/05/07	PAYDOWN	(\$371,025.00)	
	New Bal	\$10,995,854.00	
11/07/07	PAYDOWN	(\$401,825.00)	
	New Bal	\$10,594,229.00	
11/08/07	PAYDOWN	(\$400,987.50)	
	New Bal	\$10,193,241.50	
11/13/07	PAYDOWN	(\$689,000.00)	
	New Bal	\$9,224,241.50	
01/07/08	PAYDOWN	(\$294,825.00)	
	New Bal	\$8,929,716.50	
01/14/08	PAYDOWN	(\$15,957.34)	P0102,P0103,P0104
	New Bal	\$8,913,759.16	
02/25/08	PAYDOWN	(\$187,000.00)	
	PAYDOWN	(\$371,025.00)	
	New Bal	\$8,355,734.16	
03/31/08	PAYDOWN	(\$290,090.00)	
	New Bal	\$8,065,704.16	
04/15/08	PAYDOWN	(\$280,000.00)	
	New Bal	\$7,775,704.16	
05/12/08	PAYDOWN	(\$11,220.00)	P0102,P0103,P0104
	New Bal	\$7,764,484.16	
07/16/08	PAYDOWN	(\$140,838.98)	
	New Bal	\$7,623,645.18	
08/01/08	PAYDOWN	(\$11,220.00)	P0102,P0103,P0104
	PAYDOWN	(\$290,000.00)	
	New Bal	\$7,322,325.18	
08/08/08	PAYDOWN	(\$1,160,000.00)	AITD P0107
	New Bal	\$6,172,325.18	
08/07/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$5,882,325.18	
08/21/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$5,592,325.18	
08/22/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$5,302,325.18	
10/07/08	PAYDOWN	(\$11,220.00)	P0102,P0103,P0104
	New Bal	\$5,291,105.18	
05/06/09	PAYDOWN	(\$966,418.64)	INSURANCE
	New Bal	\$4,324,686.54	
07/02/09	PAYDOWN	(2,640,474.03)	

	New Bal	\$1,884,214.81		
09/15/09	PAYDOWN	(\$82,713.23)	<i>Palmer</i>	
	New Bal	\$1,821,501.28	<i>Ina</i>	
10/28/09	PAYDOWN	(\$84,098.68)		
	New Bal	\$637,402.72	<i>Adj</i>	
11/23/09	PAYDOWN	(\$88.48)		ADJUSTMENT
	New Bal	\$638,748.24	<i>Insurance</i>	
11/23/09	PAYDOWN	(\$356,586.59)		
	New Bal	\$278,147.65		\$2,781.48
	Total Due 12/23/09			\$2,781.48
	Balance	\$637,402.72	REM DRAW	\$0.00

REEVES001234

EXHIBIT B

BAR-K INC

Loan Number	P0099	Borrower Name	PEND OREILLE BONNER
Borrower SSN	[REDACTED]	Co-Borrower	DEVELOPMENT, LLC
Loan Amount	\$ 278,147.65	Present Address	C/O KATHY GROENHOUT
Remaining Balance	278,147.65	Address 2	151 CLUBHOUSE WAY
Loan Type	Interest Only	City, State, ZIP	SANDPOINT ID, 83864
Interest Rate	12.00%	Phone Number	775-324-6900 (W) 775-823-2434 F (H)
Monthly Payment	\$ 2,781.48	<u>Subject Property Address</u>	
# of Payments	24	Proper Address	DEVELOPMENT
Next Pmt Due	12/23/2009	City, State, ZIP	IDAHO
Interst Paid To	11/23/2009		
Past Due Owed	\$ 0.00	Balloon Amount	\$ 280,929.13
Late Charge	10.00%	Date Balloon Due	03/01/2009
Late Charge	\$ 278.15	Loan Status	Incremental
		Payment Status	Current

Payment History Detail

For

As of: 5/6/2010

P0099 PEND OREILLE BONNER SS # [REDACTED]
1/1/2000 To 5/6/2010

Page 1

Date		Pmt #	Balance	Amount Paid	TO:			
Due	Received				Principal	Interest	Late Fees	Other
4/1/2007	3/15/2007	0	7,590,095.48 X	136,030.00	136,000.00	0.00	0.00	30.00
4/1/2007	3/15/2007	0	7,490,095.48 X	100,030.00	100,000.00	0.00	0.00	30.00
4/1/2007	4/5/2007	1	7,490,095.48 X	41,901.85	0.00	41,901.85	0.00	0.00
4/1/2007	4/9/2007	1	6,858,970.48 X	631,155.00	631,125.00	0.00	0.00	30.00
5/1/2007	5/2/2007	2	8,937,783.28 X	80,877.15	0.00	80,877.15	0.00	0.00
5/1/2007	5/2/2007	2	8,696,808.28 X	241,005.00	240,975.00	0.00	0.00	30.00
5/1/2007	5/7/2007	2	8,364,033.28 X	332,805.00	332,775.00	0.00	0.00	30.00
5/1/2007	5/7/2007	2	8,185,533.28 X	178,530.00	178,500.00	0.00	0.00	30.00
5/1/2007	5/10/2007	2	7,875,708.28 X	309,855.00	309,825.00	0.00	0.00	30.00
5/1/2007	5/18/2007	2	7,420,533.28 X	455,205.00	455,175.00	0.00	0.00	30.00
5/1/2007	5/18/2007	2	7,233,533.28 X	187,030.00	187,000.00	0.00	0.00	30.00
5/1/2007	5/21/2007	2	7,297,163.46 X	344,250.00	344,250.00	0.00	0.00	0.00
5/1/2007	5/23/2007	2	7,010,288.46 X	286,905.00	286,875.00	0.00	0.00	30.00
5/1/2007	5/31/2007	2	6,436,538.46 X	0.00	573,750.00	0.00	0.00	0.00
6/1/2007	6/4/2007	3	7,385,934.87 X	78,176.59	0.00	78,176.59	0.00	0.00
6/1/2007	6/14/2007	3	8,102,513.82 X	0.00	115,000.00	0.00	0.00	0.00
6/1/2007	7/20/2007	3	12,592,079.37 X	212,530.00	212,500.00	0.00	0.00	30.00
7/1/2007	7/31/2007	4	12,592,079.37 X	77,919.95	0.00	77,919.95	0.00	0.00
8/1/2007	8/10/2007	5	16,927,132.61 X	103,704.80	0.00	103,704.80	0.00	0.00
8/1/2007	8/17/2007	5	16,697,632.61 X	229,530.00	229,500.00	0.00	0.00	30.00
8/1/2007	8/30/2007	5	16,572,545.56 X	234,280.00	234,250.00	0.00	0.00	30.00
8/1/2007	8/30/2007	5	16,348,330.56 X	224,245.00	224,215.00	0.00	0.00	30.00
8/1/2007	8/30/2007	5	16,133,155.56 X	215,205.00	215,175.00	0.00	0.00	30.00
8/1/2007	8/30/2007	5	15,992,905.56 X	140,280.00	140,250.00	0.00	0.00	30.00
9/1/2007	9/11/2007	6	15,992,905.56 X	110,408.57	0.00	110,408.57	0.00	0.00
9/1/2007	9/18/2007	6	15,814,405.56 X	178,530.00	178,500.00	0.00	0.00	30.00
9/1/2007	9/18/2007	6	15,699,405.56 X	115,030.00	115,000.00	0.00	0.00	30.00
9/1/2007	9/21/2007	6	15,759,360.00 X	56,956.72	0.00	56,956.72	0.00	0.00
9/1/2007	10/1/2007	6	15,197,085.00 X	562,305.00	562,275.00	0.00	0.00	30.00
9/1/2007	10/1/2007	6	14,721,610.00 X	470,505.00	470,475.00	0.00	0.00	30.00
9/1/2007	10/2/2007	6	14,271,435.00 X	455,205.00	455,175.00	0.00	0.00	30.00
9/1/2007	10/5/2007	6	13,747,410.00 X	524,055.00	524,025.00	0.00	0.00	30.00

Payment History Detail

For

As of: 5/6/2010

P0099 PEND OREILLE BONNER SS # [REDACTED]
1/1/2000 To 5/6/2010

Page 2

Date		Pmt #	Balance	Amount Paid	<<		TO:		>>
Due	Received				Principal	Interest	Late Fees	Other	
9/1/2007	10/11/2007	6	13,394,129.00	X 353,311.00	353,281.00	0.00	0.00	30.00	
9/1/2007	10/12/2007	6	13,023,104.00	X 371,055.00	371,025.00	0.00	0.00	30.00	
9/1/2007	10/12/2007	6	12,491,429.00	X 531,705.00	531,675.00	0.00	0.00	30.00	
9/1/2007	10/12/2007	6	12,181,604.00	X 309,855.00	309,825.00	0.00	0.00	30.00	
9/1/2007	10/24/2007	6	11,737,904.00	X 443,730.00	443,700.00	0.00	0.00	30.00	
9/1/2007	10/24/2007	6	11,366,879.00	X 371,055.00	371,025.00	0.00	0.00	30.00	
10/1/2007	10/31/2007	7	11,366,879.00	X 148,057.33	0.00	148,057.33	0.00	0.00	
10/1/2007	11/7/2007	7	10,995,854.00	X 371,055.00	371,025.00	0.00	0.00	30.00	
10/1/2007	11/13/2007	7	10,594,229.00	X 401,655.00	401,625.00	0.00	0.00	30.00	
11/1/2007	11/13/2007	8	10,594,229.00	X 126,527.49	0.00	126,527.49	0.00	0.00	
11/1/2007	11/14/2007	8	10,193,241.50	X 401,017.50	400,987.50	0.00	0.00	30.00	
11/1/2007	11/14/2007	8	9,224,241.50	X 969,030.00	969,000.00	0.00	0.00	30.00	
11/1/2007	1/11/2008	8	8,929,716.50	X 294,555.00	294,525.00	0.00	0.00	30.00	
11/1/2007	1/15/2008	8	8,913,759.16	X 15,957.34	15,957.34	0.00	0.00	0.00	
11/1/2007	2/25/2008	8	8,542,734.16	X 371,055.00	371,025.00	0.00	0.00	30.00	
11/1/2007	2/25/2008	8	8,355,734.16	X 187,030.00	187,000.00	0.00	0.00	30.00	
12/1/2007	3/31/2008	9	8,355,734.16	X 125,406.17	0.00	114,005.61	11,400.56	0.00	
1/1/2008	3/31/2008	10	8,355,734.16	X 101,466.66	0.00	92,242.42	9,224.24	0.00	
2/1/2008	3/31/2008	11	8,355,734.16	X 98,889.22	0.00	89,899.29	8,989.93	0.00	
3/1/2008	3/31/2008	12	8,355,734.16	X 97,028.31	0.00	88,207.55	8,820.76	0.00	
4/1/2008	3/31/2008	13	8,355,734.16	X 289,678.39	0.00	83,557.34	0.00	206,121.05	
4/1/2008	3/31/2008	13	8,065,734.16	X 290,030.00	290,030.00	0.00	0.00	0.00	
4/1/2008	4/15/2008	13	7,775,704.16	X 489,481.25	290,000.00	0.00	0.00	199,451.25	
4/1/2008	5/12/2008	13	7,764,484.16	X 11,220.00	11,220.00	0.00	0.00	0.00	
5/1/2008	7/16/2008	14	7,764,484.16	X 77,726.46	0.00	77,726.46	0.00	0.00	
6/1/2008	7/16/2008	15	7,764,484.16	X 77,689.72	0.00	77,689.72	0.00	0.00	
7/1/2008	7/16/2008	16	7,764,484.16	X 77,644.84	0.00	77,644.84	0.00	0.00	
7/1/2008	7/16/2008	16	7,623,545.18	X 140,968.98	140,938.98	0.00	0.00	30.00	
7/1/2008	7/30/2008	16	7,612,325.18	X 11,220.00	11,220.00	0.00	0.00	0.00	
8/1/2008	8/1/2008	17	7,612,325.18	X 76,987.12	0.00	76,987.12	0.00	0.00	
8/1/2008	8/1/2008	17	7,322,325.18	X 385,867.88	290,000.00	0.00	0.00	95,867.88	
8/1/2008	8/6/2008	17	6,172,325.18	X 1,150,000.00	1,150,000.00	0.00	0.00	0.00	
8/1/2008	8/7/2008	17	5,882,325.18	X 403,780.00	290,000.00	0.00	0.00	113,780.00	
8/1/2008	8/21/2008	17	5,592,325.18	X 378,280.00	290,000.00	0.00	0.00	88,280.00	
8/1/2008	8/22/2008	17	5,302,325.18	X 735,280.00	290,000.00	0.00	0.00	445,280.00	
8/1/2008	10/7/2008	17	5,291,105.18	X 11,220.00	11,220.00	0.00	0.00	0.00	
9/1/2008	5/5/2009	18	5,291,105.18	X 60,156.58	0.00	60,156.58	0.00	0.00	
10/1/2008	5/5/2009	19	5,291,105.18	X 53,023.25	0.00	53,023.25	0.00	0.00	
11/1/2008	5/5/2009	20	5,291,105.18	X 52,937.23	0.00	52,937.23	0.00	0.00	
12/1/2008	5/5/2009	21	5,291,105.18	X 52,911.05	0.00	52,911.05	0.00	0.00	
1/1/2009	5/5/2009	22	5,291,105.18	X 52,911.05	0.00	52,911.05	0.00	0.00	
2/1/2009	5/5/2009	23	5,291,105.18	X 52,911.05	0.00	52,911.05	0.00	0.00	
3/1/2009	5/5/2009	24	5,291,105.18	X 52,911.05	0.00	52,911.05	0.00	0.00	
4/1/2009	5/5/2009	25	5,291,105.18	X 52,911.05	0.00	52,911.05	0.00	0.00	
5/1/2009	5/5/2009	26	5,291,105.18	X 52,911.05	0.00	52,911.05	0.00	0.00	
5/1/2009	5/5/2009	26	4,324,688.54	X 966,416.64	966,416.64	0.00	0.00	0.00	
5/1/2009	5/5/2009	26	4,324,688.54	X 550,000.00	0.00	0.00	0.00	550,000.00	
6/1/2009	7/2/2009	27	4,324,688.54	X 0.00	0.00	44,857.58	0.00	0.00	

Payment History Detail

For

As of: 5/6/2010

P0099 PEND OREILLE BONNER SS # [REDACTED]
1/1/2000 To 5/6/2010

Page 3

Date		Pmt #	Balance	Amount Paid	<<		TO:		>>
Due	Received				Principal	Interest	Late Fees	Other	
7/1/2009	7/2/2009	28	4,324,688.54 X	0.00	0.00	43,246.89	0.00	0.00	
7/1/2009	7/2/2009	28	1,684,214.51 X	0.00	2,640,474.03	0.00	0.00	0.00	
8/1/2009	9/11/2009	29	1,684,214.51 X	18,602.47	0.00	18,602.47	0.00	0.00	
9/1/2009	9/11/2009	30	1,684,214.51 X	16,842.15	0.00	16,842.15	0.00	0.00	
10/1/2009	9/11/2009	31	1,684,214.51 X	16,842.15	0.00	16,842.15	0.00	0.00	
10/1/2009	9/11/2009	31	1,621,501.28 X	62,743.23	62,713.23	0.00	0.00	30.00	
11/1/2009	10/28/2009	32	1,621,501.28 X	15,901.44	0.00	15,901.44	0.00	0.00	
11/1/2009	10/28/2009	32	637,402.72 X	984,098.56	984,098.56	0.00	0.00	0.00	
11/23/2009	11/23/2009	33	637,402.72 X	4,225.24	0.00	4,225.24	0.00	0.00	
11/23/2009	11/23/2009	33	278,804.13 X	358,598.59	358,598.59	0.00	0.00	0.00	
11/23/2009	11/23/2009	33	278,147.65 X	656.48	656.48	0.00	0.00	0.00	
Totals ->				21,489,471.60	10,921,852.35	1,246,592.08	38,435.49	699,890.18	
2010 Totals ->				0.00	0.00	0.00	0.00	0.00	

EXHIBIT C

8/11/2011

LEND INC.
Incremental Fundings Report (New Funding Only)
From 1/1/2000 To 8/31/2011

1

Loan Number P0099	Borrower Name PEND OREILLE BONNER
Borrower SSN 204895968	Co-Borrower DEVELOPMENT, LLC
Loan Amount \$ 278,147.65	Present Address C/O KATHY GROENHOUT
Remaining Balance \$ 278,147.65	Address 2 151 CLUBHOUSE WAY
Loan Type Interest Only	City, State, ZIP SANDPOINT ID, 83864
Interest Rate 12.00%	Phone Number 775-324-6900 (W) 775-823-2434 F (H)
Monthly Payment \$ 2,781.48	
# of Payments 24	<u>Subject Property Address</u>
Next Pmt Due 12/23/2009	Propert Address DEVELOPMENT
Interst Paid To 11/23/2009	City, State, ZIP IDAHO
Past Due Owed \$ 0.00	
Late Charge 10.00%	Balloon Amount \$ 280,929.13
Late Charge \$ 278.15	Date Balloon Due 03/01/2009
	Loan Status Incremental
	Payment Status Current

Loan Funding

Next Due	Date Funded	Amount Funded	Balance	Note Amount	Yet to Fund
	3/15/2007	6,100,000.00			
	3/15/2007	-136,000.00			
	3/15/2007	-100,000.00			
	3/16/2007	1,626,095.48			
	4/9/2007	-631,125.00			
	4/16/2007	2,078,812.80			
	5/2/2007	-240,975.00			
	5/7/2007	-332,775.00			
	5/7/2007	-178,500.00			
	5/10/2007	-309,825.00			
	5/18/2007	-455,175.00			
	5/18/2007	-187,000.00			
	5/21/2007	-344,250.00			
	5/21/2007	407,880.18			
	5/23/2007	-286,875.00			
	5/31/2007	-573,750.00			
	6/1/2007	949,396.41			
	6/14/2007	831,578.95			
	6/14/2007	-115,000.00			
	7/17/2007	4,624,145.59			
	7/20/2007	-212,500.00			
	7/30/2007	77,919.96			
	7/30/2007	4,335,053.24			
	8/9/2007	109,162.95			
	8/17/2007	-229,500.00			
	8/30/2007	-234,250.00			
	8/30/2007	-224,215.00			
	8/30/2007	-215,175.00			
	8/30/2007	-140,250.00			
	9/18/2007	-178,500.00			
	9/18/2007	-115,000.00			
	9/21/2007	59,954.44			
	10/1/2007	-562,275.00			
	10/1/2007	-470,475.00			
	10/2/2007	-455,175.00			
	10/5/2007	-524,025.00			
	10/11/2007	-353,281.00			
	10/12/2007	-371,025.00			
	10/12/2007	-531,675.00			
	10/12/2007	-309,825.00			

8/11/2011

LEND INC.
Incremental Fundings Report (New Funding Only)
From 1/1/2000 To 8/31/2011

2

10/24/2007	-443,700.00			
10/24/2007	-371,025.00			
11/7/2007	-371,025.00			
11/13/2007	-401,625.00			
11/14/2007	-400,987.50			
11/14/2007	-969,000.00			
1/11/2008	-294,525.00			
1/15/2008	-15,957.34			
2/25/2008	-371,025.00			
2/25/2008	-187,000.00			
3/31/2008	-290,030.00			
4/15/2008	-290,000.00			
5/12/2008	-11,220.00			
7/16/2008	-140,938.98			
7/30/2008	-11,220.00			
8/1/2008	-290,000.00			
8/6/2008	-1,150,000.00			
8/7/2008	-290,000.00			
8/21/2008	-290,000.00			
8/22/2008	-290,000.00			
10/7/2008	-11,220.00			
5/5/2009	-966,416.64			
7/2/2009	-2,640,474.03			
9/11/2009	-62,713.23			
10/28/2009	-984,098.56			
11/23/2009	-358,598.59			
11/23/2009	-656.48			
12/23/2009	278,147.65	278,147.65	21,200,000.00	20,921,852.35

1	Total Funded	278,147.65
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EXHIBIT D

DEFAULT INTEREST CALCULATION
 FILE NAME: P0699 DATE PREPARED: 4/9/2013
 NOTE DATE: 11/23/2009 PREPARER:
 LOAN AMOUNT: \$278,147.85 12.00% Note: George H

ADJUST:	ADJUST:	ADJUST:	ADJUST:	ADJUST:	ADJUST:	TOTAL	PORTION	PORTION	REGULAR	DEFAULT	FILL IN:	FILL IN:	REGULAR	DEFAULT	DATE
INTEREST	AMOUNT	INTEREST	INTEREST	PRINCIPAL	NEW	INTEREST	APPLIED	APPLIED	INTEREST	INTEREST	REGULAR	REGULAR	INTEREST	INTEREST	
RATE	PAID	PAID	PAID	PAID	PRINCIPAL	ACCRUED	REGULAR	DEFAULT	ACCURAL	ACCURAL	INTEREST	INTEREST	DUE	DUE	
12/31/2009	12.0%	\$0.00	\$2,781.48	\$0.00	\$0.00	\$280,929.13	\$2,781.48	\$2,781.48	\$2,781.48	\$0.00	\$0.00	\$0.00	\$2,781.48	\$0.00	12/31/2009
1/31/2010	17.0%	\$0.00	\$3,979.83	\$0.00	\$0.00	\$284,908.96	\$6,761.31	\$ 2,806.29	\$ 1,170.54	\$ 5,590.77	\$ 1,170.54	\$ 1,170.54	\$5,590.77	\$1,170.54	1/31/2010
2/28/2010	17.0%	\$0.00	\$4,036.21	\$0.00	\$0.00	\$288,945.17	\$10,797.52	\$ 2,849.08	\$ 1,187.12	\$ 8,439.86	\$ 2,357.68	\$ 2,357.68	\$4,439.86	\$2,357.68	2/28/2010
3/31/2010	17.0%	\$0.00	\$4,093.39	\$0.00	\$0.00	\$293,038.56	\$14,890.91	\$ 2,889.45	\$ 1,203.94	\$ 11,328.31	\$ 3,561.80	\$ 3,561.80	\$11,329.31	\$3,561.80	3/31/2010
4/30/2010	17.0%	\$0.00	\$4,151.36	\$0.00	\$0.00	\$297,189.84	\$19,042.29	\$ 2,930.39	\$ 1,220.99	\$ 14,259.89	\$ 4,782.59	\$ 4,782.59	\$14,259.89	\$4,782.59	4/30/2010
5/31/2010	17.0%	\$0.00	\$4,210.19	\$0.00	\$0.00	\$301,400.13	\$23,252.48	\$ 2,971.90	\$ 1,238.29	\$ 17,231.59	\$ 6,020.88	\$ 6,020.88	\$17,231.59	\$6,020.88	5/31/2010
6/30/2010	17.0%	\$0.00	\$4,269.84	\$0.00	\$0.00	\$305,689.96	\$27,522.31	\$ 3,014.00	\$ 1,255.83	\$ 20,245.90	\$ 7,276.72	\$ 7,276.72	\$20,245.90	\$7,276.72	6/30/2010
7/31/2010	17.0%	\$0.00	\$4,330.32	\$0.00	\$0.00	\$310,000.29	\$31,852.84	\$ 3,056.70	\$ 1,273.02	\$ 23,302.29	\$ 8,550.34	\$ 8,550.34	\$23,302.29	\$8,550.34	7/31/2010
8/31/2010	17.0%	\$0.00	\$4,391.67	\$0.00	\$0.00	\$314,391.96	\$36,244.31	\$ 3,100.00	\$ 1,291.67	\$ 26,402.30	\$ 9,842.01	\$ 9,842.01	\$26,402.30	\$9,842.01	8/31/2010
9/30/2010	17.0%	\$0.00	\$4,453.89	\$0.00	\$0.00	\$318,845.84	\$40,696.19	\$ 3,143.92	\$ 1,309.97	\$ 29,546.22	\$ 11,151.98	\$ 11,151.98	\$29,546.22	\$11,151.98	9/30/2010
10/31/2010	17.0%	\$0.00	\$4,516.98	\$0.00	\$0.00	\$323,362.83	\$45,215.18	\$ 3,188.46	\$ 1,328.82	\$ 32,734.68	\$ 12,480.50	\$ 12,480.50	\$32,734.68	\$12,480.50	10/31/2010
11/30/2010	17.0%	\$0.00	\$4,580.97	\$0.00	\$0.00	\$327,943.80	\$49,796.15	\$ 3,233.63	\$ 1,347.35	\$ 35,986.30	\$ 13,827.84	\$ 13,827.84	\$35,986.30	\$13,827.84	11/30/2010
12/31/2010	17.0%	\$0.00	\$4,645.87	\$0.00	\$0.00	\$332,589.67	\$54,442.02	\$ 3,279.44	\$ 1,366.43	\$ 39,247.74	\$ 15,194.28	\$ 15,194.28	\$39,247.74	\$15,194.28	12/31/2010
1/31/2011	17.0%	\$0.00	\$4,711.69	\$0.00	\$0.00	\$337,301.36	\$59,153.71	\$ 3,325.90	\$ 1,385.79	\$ 42,573.64	\$ 16,580.07	\$ 16,580.07	\$42,573.64	\$16,580.07	1/31/2011
2/28/2011	17.0%	\$0.00	\$4,778.44	\$0.00	\$0.00	\$342,079.79	\$63,932.14	\$ 3,373.01	\$ 1,405.42	\$ 45,946.65	\$ 17,965.49	\$ 17,965.49	\$45,946.65	\$17,965.49	2/28/2011
3/31/2011	17.0%	\$0.00	\$4,846.13	\$0.00	\$0.00	\$346,926.92	\$68,778.27	\$ 3,420.80	\$ 1,425.33	\$ 49,387.45	\$ 19,410.82	\$ 19,410.82	\$49,387.45	\$19,410.82	3/31/2011
4/30/2011	17.0%	\$0.00	\$4,914.78	\$0.00	\$0.00	\$351,840.71	\$73,683.06	\$ 3,469.26	\$ 1,445.52	\$ 52,836.71	\$ 20,856.35	\$ 20,856.35	\$52,836.71	\$20,856.35	4/30/2011
5/31/2011	17.0%	\$0.00	\$4,984.41	\$0.00	\$0.00	\$356,826.12	\$78,677.47	\$ 3,518.41	\$ 1,466.00	\$ 56,355.12	\$ 22,322.35	\$ 22,322.35	\$56,355.12	\$22,322.35	5/31/2011
6/30/2011	17.0%	\$0.00	\$5,055.02	\$0.00	\$0.00	\$361,880.14	\$83,732.49	\$ 3,568.25	\$ 1,486.77	\$ 59,923.37	\$ 23,809.12	\$ 23,809.12	\$59,923.37	\$23,809.12	6/30/2011
7/31/2011	17.0%	\$0.00	\$5,126.64	\$0.00	\$0.00	\$367,006.77	\$88,859.12	\$ 3,618.80	\$ 1,507.83	\$ 63,542.17	\$ 25,316.96	\$ 25,316.96	\$63,542.17	\$25,316.96	7/31/2011
8/31/2011	17.0%	\$0.00	\$5,199.26	\$0.00	\$0.00	\$372,206.04	\$94,058.39	\$ 3,670.07	\$ 1,529.19	\$ 67,212.24	\$ 26,846.15	\$ 26,846.15	\$67,212.24	\$26,846.15	8/31/2011
9/30/2011	17.0%	\$0.00	\$5,272.92	\$0.00	\$0.00	\$377,478.96	\$99,331.31	\$ 3,722.06	\$ 1,550.86	\$ 70,834.30	\$ 28,397.01	\$ 28,397.01	\$70,834.30	\$28,397.01	9/30/2011
10/31/2011	17.0%	\$0.00	\$5,347.62	\$0.00	\$0.00	\$382,826.57	\$104,678.82	\$ 3,774.79	\$ 1,572.83	\$ 74,709.09	\$ 29,989.84	\$ 29,989.84	\$74,709.09	\$29,989.84	10/31/2011
11/30/2011	17.0%	\$0.00	\$5,423.38	\$0.00	\$0.00	\$388,249.95	\$110,102.30	\$ 3,828.27	\$ 1,595.11	\$ 78,537.35	\$ 31,564.95	\$ 31,564.95	\$78,537.35	\$31,564.95	11/30/2011
12/31/2011	17.0%	\$0.00	\$5,500.21	\$0.00	\$0.00	\$393,750.16	\$115,602.51	\$ 3,882.50	\$ 1,617.71	\$ 82,419.85	\$ 33,182.66	\$ 33,182.66	\$82,419.85	\$33,182.66	12/31/2011
1/31/2012	17.0%	\$0.00	\$5,578.13	\$0.00	\$0.00	\$399,328.29	\$121,180.64	\$ 3,937.50	\$ 1,640.63	\$ 86,357.35	\$ 34,823.28	\$ 34,823.28	\$86,357.35	\$34,823.28	1/31/2012
2/28/2012	17.0%	\$0.00	\$5,657.15	\$0.00	\$0.00	\$404,985.44	\$126,837.79	\$ 3,993.28	\$ 1,663.87	\$ 90,350.64	\$ 36,487.15	\$ 36,487.15	\$90,350.64	\$36,487.15	2/28/2012
3/31/2012	17.0%	\$0.00	\$5,737.29	\$0.00	\$0.00	\$410,722.73	\$132,575.08	\$ 4,049.85	\$ 1,687.44	\$ 94,400.49	\$ 38,174.59	\$ 38,174.59	\$94,400.49	\$38,174.59	3/31/2012
4/30/2012	17.0%	\$0.00	\$5,818.57	\$0.00	\$0.00	\$416,541.30	\$138,393.65	\$ 4,107.23	\$ 1,711.34	\$ 98,507.72	\$ 39,885.93	\$ 39,885.93	\$98,507.72	\$39,885.93	4/30/2012
5/31/2012	17.0%	\$0.00	\$5,901.00	\$0.00	\$0.00	\$422,442.30	\$144,294.65	\$ 4,165.41	\$ 1,735.59	\$ 102,673.13	\$ 41,621.82	\$ 41,621.82	\$102,673.13	\$41,621.82	5/31/2012
6/30/2012	17.0%	\$0.00	\$5,984.60	\$0.00	\$0.00	\$428,428.90	\$150,279.25	\$ 4,224.42	\$ 1,760.16	\$ 106,897.55	\$ 43,381.70	\$ 43,381.70	\$106,897.55	\$43,381.70	6/30/2012
7/31/2012	17.0%	\$0.00	\$6,069.38	\$0.00	\$0.00	\$434,496.28	\$156,348.63	\$ 4,284.27	\$ 1,785.11	\$ 111,181.82	\$ 45,166.81	\$ 45,166.81	\$111,181.82	\$45,166.81	7/31/2012
8/31/2012	17.0%	\$0.00	\$6,156.36	\$0.00	\$0.00	\$440,651.85	\$162,504.00	\$ 4,344.96	\$ 1,810.40	\$ 115,526.78	\$ 46,977.21	\$ 46,977.21	\$115,526.78	\$46,977.21	8/31/2012
9/30/2012	17.0%	\$0.00	\$6,242.57	\$0.00	\$0.00	\$446,894.21	\$168,746.56	\$ 4,406.52	\$ 1,836.05	\$ 119,933.30	\$ 48,813.26	\$ 48,813.26	\$119,933.30	\$48,813.26	9/30/2012
10/31/2012	17.0%	\$0.00	\$6,331.00	\$0.00	\$0.00	\$453,225.21	\$175,077.56	\$ 4,468.94	\$ 1,862.06	\$ 124,402.24	\$ 50,675.32	\$ 50,675.32	\$124,402.24	\$50,675.32	10/31/2012
11/30/2012	17.0%	\$0.00	\$6,420.89	\$0.00	\$0.00	\$459,645.90	\$181,498.25	\$ 4,532.25	\$ 1,888.44	\$ 128,934.50	\$ 52,563.76	\$ 52,563.76	\$128,934.50	\$52,563.76	11/30/2012
12/31/2012	17.0%	\$0.00	\$6,511.65	\$0.00	\$0.00	\$466,157.56	\$188,009.91	\$ 4,598.48	\$ 1,915.19	\$ 133,530.98	\$ 54,478.95	\$ 54,478.95	\$133,530.98	\$54,478.95	12/31/2012
1/31/2013	17.0%	\$0.00	\$6,603.90	\$0.00	\$0.00	\$472,761.45	\$194,613.80	\$ 4,667.58	\$ 1,942.32	\$ 138,192.63	\$ 56,421.27	\$ 56,421.27	\$138,192.63	\$56,421.27	1/31/2013
2/28/2013	17.0%	\$0.00	\$6,697.45	\$0.00	\$0.00	\$479,458.91	\$201,311.28	\$ 4,727.81	\$ 1,969.84	\$ 142,920.15	\$ 58,391.11	\$ 58,391.11	\$142,920.15	\$58,391.11	2/28/2013
3/31/2013	17.0%	\$0.00	\$6,792.33	\$0.00	\$0.00	\$486,251.24	\$208,103.59	\$ 4,794.59	\$ 1,997.75	\$ 147,714.73	\$ 60,388.86	\$ 60,388.86	\$147,714.73	\$60,388.86	3/31/2013
4/30/2013	17.0%	\$0.00	\$6,888.56	\$0.00	\$0.00	\$493,138.80	\$214,992.15	\$ 4,862.51	\$ 2,026.05	\$ 152,577.25	\$ 62,414.90	\$ 62,414.90	\$152,577.25	\$62,414.90	4/30/2013
5/31/2013	17.0%	\$0.00	\$6,986.15	\$0.00	\$0.00	\$500,125.95	\$221,978.30	\$ 4,931.40	\$ 2,054.75	\$ 157,508.65	\$ 64,489.65	\$ 64,489.65	\$157,508.65	\$64,489.65	5/31/2013
6/30/2013	17.0%	\$0.00	\$7,085.12	\$0.00	\$0.00	\$507,211.07	\$229,063.42	\$ 5,001.26	\$ 2,083.96	\$ 162,509.80	\$ 66,553.51	\$ 66,553.51	\$162,509.80	\$66,553.51	6/30/2013
7/31/2013	17.0%	\$0.00	\$7,185.48	\$0.00	\$0.00	\$514,396.56	\$236,248.91	\$ 5,072.11	\$ 2,113.38	\$ 167,562.02	\$ 68,696.68	\$ 68,696.68	\$167,562.02	\$68,696.68	7/31/2013
8/31/2013	17.0%	\$0.00	\$7,287.28	\$0.00	\$0.00	\$521,683.84	\$243,536.19	\$ 5,143.97	\$ 2,143.32	\$ 172,725.98	\$ 70,810.21	\$ 70,810.21	\$172,725.98	\$70,810.21	8/31/2013
9/30/2013	17.0%	\$0.00	\$7,390.52	\$0.00	\$0.00	\$529,074.36	\$250,926.71	\$ 5,216.84	\$ 2,173.69	\$ 177,942.62	\$ 72,963.99	\$ 72,963.99	\$177,942.62	\$72,963.99	9/30/2013
10/31/2013	17.0%	\$0.00	\$7,495.22	\$0.00	\$0.00	\$536,569.58	\$258,421.93	\$ 5,290.74	\$ 2,204.48	\$ 183,233.56	\$ 75,168.37	\$ 75,168.37	\$183,233.56	\$75,168.37	10/31/2013
11/30/2013	17.0%	\$0.00	\$7,601.40	\$0.00	\$0.00	\$544,170.98	\$266,023.33	\$ 5,365.70	\$ 2,235.71	\$ 188,596.29	\$ 77,424.08	\$ 77,424.08	\$188,596.29	\$77,424.08	11/30/2013
12/31/2013	17.0%	\$0.00	\$7,709.09	\$0.00	\$0.00	\$551,880.07	\$273,732.42	\$ 5,441.71	\$ 2,267.36	\$ 194,040.97	\$ 79,861.46	\$ 79,861.46	\$194,040.97	\$79,861.46	12/31/2013
1/31/2014	17.0%	\$0.00	\$7,818.30	\$0.00	\$0.00	\$559,699.27	\$281,450.72	\$ 5,518.80	\$ 2,299.50	\$ 199,556.77	\$ 81,990.98	\$ 81,990.98	\$199,556.77	\$81,990.98	1/31/2014
2/28/2014	17.0%	\$0.00	\$7,929.05	\$0.00	\$0.00	\$567,627.44	\$289,478.79	\$ 5,596.98	\$ 2,332.06	\$ 205,159.75	\$ 84,323.03	\$ 84,323.03	\$205,159.75	\$84,323.03	2/28/2014
3/31/2014	17.0%	\$0.00	\$8,041.39												

UPB	\$278,147.65
Interest Accrued from 2/1/09 to 9/1/13	\$322,335.34
Accrued Interest ____ to ____ (per diem)	\$0.00
Late Charges @ \$278.15 each month	\$15,019.97
Trustee's Fees	
Attorney Fees	\$92,728.35
Trustee's Sale Guarantee	
NOD Recording	
10-Day Mailings	
30-Day Mailings	
Notice of Rescission	
Notice of Sale Recording	
Notice of Sale Mailings	
Notice of Sale Posting and Publication Fees	
Statement Fee	
Reconveyance Recording	
GRAND TOTAL	\$708,231.31

per diem:	\$275.69
late fee:	\$278.15