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### Valiant Idaho, LLC v. North Idaho Resorts, LLC Clerk's Record v. 6 Dckt. 44583

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Vol. 6 of 85  
IN THE

**SUPREME COURT  
OF THE  
STATE OF IDAHO**

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

**Valiant Idaho, LLC**  
*Cross-Claimant/Respondent*

vs.

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

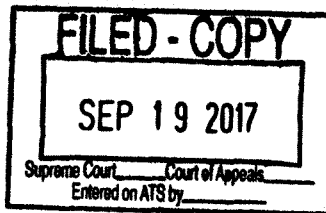
**CLERK'S RECORD ON APPEAL**

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

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VOLUME VI

44583

## TABLE OF CONTENTS

|   |               |
|---|---------------|
| Title Page .....  | Vol. I - 1    |
| Clerk's Record on Appeal.....   | Vol. I - 2    |
| Table of Contents.....  | Vol. I - 3    |
| Index .....   | Vol. I - 34   |
| ROA Report for Case CV2009-1810 – printed May 10, 2017.....   | Vol. I - 65   |
| Supreme Court Order re: 44583 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016 ....          | Vol. I - 166  |
| Supreme Court Order re: 44584 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016 ....          | Vol. I - 168  |
| Supreme Court Order re: 44585 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016 ....          | Vol. I - 170  |
| Complaint – filed 10/13/2009 .....  | Vol. I - 172  |
| Acknowledgment of Service of Summons and Complaint (VP Inc.) – filed 04/07/2010 .....                             | Vol. I - 197  |
| Acknowledgment of Service of Summons and Complaint (North Idaho Resorts, LLC) – filed 04/07/2010                  | Vol. II - 199 |
| Special Appearance on Behalf of Defendant Pensco Trust Co., Custodian FBO Barney Ng – filed 05/24/2010            | Vol. II - 201 |
| Answer, Counterclaims, Cross-claims and Third Party Complaint of Defendant ACI Northwest, Inc. – filed 08/09/2010 | Vol. II - 204 |
| Special Appearance on Behalf of Defendant Mortgage Fund '08, LLC – filed 10/05/2010 .....                         | Vol. II - 228 |
| Notice of Appearance – filed 10/14/2010 .....   | Vol. II - 233 |
| Reply by R.E. Loans, LLC to Cross-claim by ACI Northwest, Inc. – filed 02/04/2011.....                            | Vol. II - 237 |
| Affidavit of Service – filed 03/11/2011 .....   | Vol. II - 244 |
| R.E. Loans, LLC's Answer to Complaint – filed 04/21/2011.....   | Vol. II - 245 |
| Order Granting Leave for Withdrawal of Attorney – filed 05/18/2011 .....  | Vol. II - 260 |
| Substitution of Counsel – filed 08/29/2011 .....  | Vol. II - 264 |
| Administrative Order – filed 09/27/2011 .....   | Vol. II - 267 |
| Stay Order (R.E. Loans, LLC) – filed 09/29/2011.....  | Vol. II - 275 |
| Stay Order (Mortgage Fund '08, LLC) – filed 09/29/2011.....   | Vol. II - 284 |
| Notice of Appearance – filed 09/29/2011 .....   | Vol. II - 290 |
| Assignment of District Court Cases – filed 11/15/2011 .....   | Vol. II - 295 |
| Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012.....  | Vol. II - 298 |

|  |                |
|--|----------------|
| Affidavit of Stanley J. Tharp in Support of Defendant Wells Fargo’s Motion to Dismiss with Prejudice – filed 01/23/2012 .....                    | Vol. II - 302  |
| Order Granting Defendant Wells Fargo’s Motion to Dismiss with Prejudice – filed 03/16/2012 .....   | Vol. II - 312  |
| R.E. Loans, LLC’s Request to Lift the Automatic Stay – filed 06/28/2012 .....  | Vol. II - 317  |
| Order Granting R.E. Loans, LLC’s Request to Lift Automatic Stay – filed 08/24/2012.....  | Vol. II - 325  |
| Order Dismissing all Claims with Prejudice against Interstate Concrete and Asphalt Company – filed 09/13/2012                                    | Vol. II - 330  |
| R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 06/26/2013 .....   | Vol. II - 336  |
| Memorandum in Support of R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 06/26/2013 .....                        | Vol. III - 339 |
| Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC’s Motion to Lift Automatic Stay – filed 06/26/2013                                  | Vol. III - 343 |
| R.E. Loans, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013.....  | Vol. III - 362 |
| Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013 .....      | Vol. III - 365 |
| Order Granting R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 08/12/2013  | Vol. III - 374 |
| R.C. Worst & Company, Inc.’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/14/2013 ....   | Vol. III - 378 |
| Default Judgment (Genesis Golf Builders) – filed 08/15/2013.....   | Vol. III - 383 |
| Order for Entry of Default (Genesis Golf Builders) – filed 08/15/2013 .....  | Vol. III - 386 |
| Clerk’s Entry of Default (Genesis Golf Builders) – filed 08/15/2013 .....  | Vol. III - 389 |
| Order for Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013 .....  | Vol. III - 392 |
| Clerk’s Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013 .....  | Vol. III - 397 |
| Default Judgment (Genesis Golf Builders) – filed 08/29/2013 .....  | Vol. III - 402 |
| North Idaho Resorts, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013 .....  | Vol. III - 407 |
| Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013..... | Vol. III - 412 |
| Order for Entry of Default (Genesis Golf Builders) – filed 11/01/2013 .....  | Vol. III - 423 |
| Default Judgment (Genesis Golf Builders) – filed 11/01/2013 .....  | Vol. III - 428 |
| Clerk’s Entry of Default (Genesis Golf Builders) – filed 11/01/2013 .....  | Vol. III - 433 |
| R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant ACI Northwest, Inc. – filed 04/29/2014                                      | Vol. III - 438 |
| R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014 .....   | Vol. III - 441 |



|  |               |
|--|---------------|
| Declaration of Chad M. Nicholson in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014 .....                                   | Vol. IV - 451 |
| R.E. Loans, LLC's Motion for Summary Judgment Against Cross-Claimant R.C. Worst & Company, Inc. – filed 04/29/2014 .....   | Vol. IV - 488 |
| R.E. Loans, LLC's Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014 .....  | Vol. IV - 491 |
| 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. – filed 04/29/2014 .....                            | Vol. IV - 498 |
| Affidavit of Farley Dakan in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014  | Vol. IV - 532 |
| Affidavit of Charles Reeves in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014  | Vol. V - 551  |
| Order Dismissing R.C. Worst & Company, and All Claims, Counterclaims, and Cross Claims thereof Pursuant to Oral Offer of Resolution Advanced to the Court on May 28, 2014 – filed 06/02/2014 ..... | Vol. V - 636  |
| Notice of Change of Firm Affiliation – filed 07/18/2014 .....  | Vol. V - 643  |
| Findings re: R.E. Loans, LLC's Motions for Summary Judgment Against ACI Northwest, Inc. – filed 07/21/2014   | Vol. V - 647  |
| Judgment – filed 07/21/2014 .....  | Vol. V - 653  |
| Motion to Substitute Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014   | Vol. V - 656  |
| Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant, Idaho LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014 .....                          | Vol. V - 674  |
| Order Substituting Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 08/07/2014   | Vol. V - 667  |
| Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014 .....  | Vol. V - 670  |
| Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014 .....         | Vol. VI - 674 |
| Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 08/19/2014   | Vol. VI - 739 |
| Summons on Third Party Complaint brought by Third Party Plaintiff Valiant Idaho, LLC [Pend Oreille Bonner Development Holdings, Inc.] – filed 09/03/2014 .....                                     | Vol. VI - 768 |
| Defendant North Idaho Resorts, LLC's Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/04/2014 .....                   | Vol. VI - 771 |
| Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/10/2014 .....   | Vol. VI - 776 |
| Order Substituting Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/12/2014 .....  | Vol. VI - 781 |

|   |                 |
|---|-----------------|
| JV, LLC's Special Appearance Contesting Jurisdiction; and JV, LLC's Answer to Complaint; and JV, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure; and JV, LLC's Cross-claim; and JV, LLC's Third Party Complaint – filed 09/15/2014 ..... | Vol. VII - 784  |
| Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/15/2014 .....  | Vol. VII - 844  |
| North Idaho Resorts, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/19/2014 .....   | Vol. VII - 860  |
| Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/25/2014 .....  | Vol. VII - 874  |
| Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014   | Vol. VII - 879  |
| Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 .....  | Vol. VII - 884  |
| Order for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 .....   | Vol. VII - 896  |
| Clerk's Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 .....   | Vol. VII - 900  |
| ACI Northwest, Inc.'s Responsive Pleading to Valiant Idaho, LLC's Counterclaim, Cross-Claim, and Third-Party Complaint for Judicial Foreclosure – filed 09/29/2014 .....  | Vol. VII - 904  |
| Acceptance of Service by VP, Incorporated of Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 10/03/2014 .....   | Vol. VII - 908  |
| Valiant Idaho, LLC's Notice of Intent to Take Default – filed 10/03/2014 .....  | Vol. VII - 911  |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014 .....  | Vol. VII - 913  |
| Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014 .....   | Vol. VIII - 918 |
| Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014 .....  | Vol. VIII - 928 |
| Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014 .....   | Vol. VIII - 933 |
| Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co, as the Real Party in Interest – filed 10/06/2014   | Vol. VIII - 941 |
| Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 10/06/2014 .....  | Vol. VIII - 946 |
| Order Regarding Disqualification of Judge – filed 10/06/2014 .....  | Vol. VIII - 953 |
| VP, Incorporated's Motion to Dismiss Third Party Complaint – filed 10/06/2014 .....   | Vol. VIII - 959 |
| Order of Reassignment – filed 10/09/2014 .....  | Vol. VIII - 963 |
| Affidavit of Service – filed 10/20/2014 .....   | Vol. VIII - 965 |

Order for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/21/2014 ..... Vol. VIII - 969

Clerk’s Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/22/2014 ..... Vol. VIII - 973

Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014 ..... Vol. VIII - 977

Memorandum in Opposition to VP, Incorporated’s Motion to Dismiss Third Party Complaint or, in the Alternative, Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014 ..... Vol. VIII - 982

Third Party Defendant Idaho Club Homeowner’s Association, Inc.’s Motion and Memorandum to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014..... Vol. VIII - 996

Third Party Defendant Panhandle Management, Incorporated’s Motion and Memorandum to Dismiss Claims Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014..... Vol. VIII - 1006

Affidavit of Toby McLaughlin in Support of Third Party Defendant Panhandle Management Incorporated’s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014 ..... Vol. IX - 1015

Affidavit of Toby McLaughlin in Support of Third Party Defendant Idaho Club Homeowner’s Association Inc.’s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014 ..... Vol. IX - 1100

Defendant VP, Incorporated’s Request for Extension of Time to Respond to Valiant Idaho, LLC’s Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party – filed 11/12/2014.... Vol. X - 1153

VP, Incorporated’s Reply on Motion to Dismiss Third Party Complaint and Response to Motion to Amend Pleadings – filed 11/14/2014 ..... Vol. X - 1156

Order Granting Valiant Idaho, LLC Leave to Serve its Third Party Complaint – filed 11/19/2014 ..... Vol. X - 1160

Order Granting Valiant Idaho, LLC Leave to Amend Answer to Allege a Counterclaim and Cross-Claim – filed 11/19/2014 ..... Vol. X - 1164

Order Substituting Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 11/19/2014 Vol. X - 1168

Order Substituting Valiant Idaho, LLC in Place of Mortgage Fund ’08 LLC as the Real Party in Interest – filed 11/19/2014 ..... Vol. X - 1171

Order Denying VP, Incorporated’s Motion to Dismiss Third Party Complaint – filed 11/19/2014 ..... Vol. X - 1174

Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/19/2014 ..... Vol. X - 1178

Stipulation to Entry of Judgment Against Charles W. Reeves and Anna B. Reeves – filed 11/19/2014..... Vol. X - 1200

Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/19/2014 Vol. X - 1221

Complaint for Judicial Foreclosure – filed 11/19/2014 ..... Vol. X - 1242

Order Settling Trial and Pretrial Order – filed 11/20/2014 ..... Vol. X - 1270

Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/20/2014 Vol. XI - 1276

|  |                 |
|--|-----------------|
| Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/20/2014  | Vol. XI - 1296  |
| Order on Stipulation to Entry of Judgment Against Charles W. Reeves and Ann B. Reeves – filed 11/20/2014 ...   | Vol. XI - 1317  |
| Valiant Idaho, LLC’s Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014  | Vol. XI - 1337  |
| Memorandum in Support of Valiant Idaho, LLC’s Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014   | Vol. XI - 1371  |
| Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/01/2014                | Vol. XI - 1377  |
| Order Granting Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/03/2014 | Vol. XI - 1379  |
| Valiant Idaho, LLC’s Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014  | Vol. XI - 1382  |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014   | Vol. XI - 1387  |
| Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014   | Vol. XI - 1394  |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014  | Vol. XI - 1399  |
| Affidavit of Non-Military Service in Support of Motion for Entry of Default of Amy Korengut – filed 12/08/2014   | Vol. XI - 1409  |
| Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014  | Vol. XII - 1414 |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014   | Vol. XII - 1419 |
| Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014  | Vol. XII - 1429 |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014   | Vol. XII - 1434 |
| Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014  | Vol. XII - 1444 |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014   | Vol. XII - 1449 |
| Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014   | Vol. XII - 1459 |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014  | Vol. XII - 1464 |

|   |                  |
|---|------------------|
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014 .....   | Vol. XII - 1474  |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014 .....  | Vol. XII - 1479  |
| Valiant Idaho, LLC's Notice of Intent to Take Default – filed 12/08/2014 .....  | Vol. XII - 1489  |
| Order for Entry of Default Against Amy Korengut – filed 12/10/2014.....   | Vol. XII - 1495  |
| Clerk's Entry of Default Against Amy Korengut – filed 12/10/2014.....   | Vol. XII - 1498  |
| Order for Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014 .....  | Vol. XII - 1501  |
| Clerk's Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014 .....  | Vol. XII - 1504  |
| Order for Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014 .....   | Vol. XII - 1507  |
| Clerk's Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014 .....   | Vol. XII - 1511  |
| Order for Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014 .....   | Vol. XII - 1515  |
| Clerk's Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014 .....   | Vol. XII - 1518  |
| Order of Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014 .....  | Vol. XII - 1521  |
| Clerk's Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014.....  | Vol. XII - 1524  |
| Order for Entry of Default Against Netta Source, LLC – filed 12/10/2014 .....   | Vol. XII - 1527  |
| Clerk's Entry of Default Against Netta Source, LLC – filed 12/10/2014 .....   | Vol. XII - 1530  |
| VP, Incorporated's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure – filed 12/11/2014 .....   | Vol. XII - 1533  |
| Valiant Idaho, LLC's Reply to: (1) JV LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure; and (2) JV LLC's Cross-claim and Third Party Complaint – filed 12/15/2014..... | Vol. XII - 1541  |
| Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014 .....   | Vol. XIII - 1555 |
| Order on Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014 .....  | Vol. XIII - 1576 |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014 .....   | Vol. XIII - 1596 |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014.....   | Vol. XIII - 1601 |
| Stipulation to Entry of Judgment Against Dan S. Jacobson; Sage Holdings, LLC; and Steven G. Lazar – filed 01/02/2015 .....  | Vol. XIII - 1611 |
| Order for Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015 .....   | Vol. XIII - 1633 |
| Clerk's Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015 .....   | Vol. XIII - 1636 |

|   |                   |
|---|-------------------|
| Order for Entry of Default Against Timberline Investments, LLC – filed 01/06/2015 .....   | Vol. XIII - 1639  |
| Clerk’s Entry of Default Against Timberline Investments, LLC – filed 01/06/2015 .....   | Vol. XIII - 1642  |
| Order on Stipulation to Entry of Judgment Against Dan S. Jacobson, Sage Holdings LLC and Steven G. Lazar – filed 01/06/2015 .....   | Vol. XIII - 1645  |
| Stipulation for Settlement and Dismissal of JV, LLC’s Third Party Complaint Against Idaho Club Homeowner’s Association, Inc. – filed 01/09/2015 .....   | Vol. XIII - 1666  |
| Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/12/2015  | Vol. XIII - 1673  |
| Judgment (Dismissal of JV, LLC’s Third Party Complaint Against Idaho Club Homeowner’s Association, Inc.) – filed 01/15/2015 .....   | Vol. XIV - 1694   |
| Order on Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/15/2015   | Vol. XIV - 1700   |
| Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....   | Vol. XIV - 1720   |
| Memorandum in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....                                  | Vol. XIV - 1725   |
| Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....                | Vol. XV - 1747    |
| Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated (Continued) – filed 01/20/2015 .....    | Vol. XVI - 1884   |
| Affidavit of Charles W. Reeves – filed 01/20/2015 .....   | Vol. XVII - 1912  |
| Affidavit of Charles W. Reeves (Continued) – filed 01/20/2015 .....   | Vol. XVIII - 2039 |
| Notice of Hearing on Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....                                      | Vol. XVIII - 2070 |
| JV, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment – filed 02/02/2015   | Vol. XIX - 2076   |
| JV, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment (Continued) – filed 02/02/2015 .....   | Vol. XX - 2210    |
| JV’s Affidavit of James W. Berry Opposing Valiant’s Motion for Summary Judgment – filed 02/02/2015  | Vol. XX - 2323    |
| JV, LLC’s Motion to Vacate Valiant’s Hearing Date of February 18, 2015 on its Motion for Summary Judgment, Request for Continuance and Request for Hearing on Short Notice – filed 02/02/2015 ..... | Vol. XX - 2331    |
| Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015   | Vol. XX - 2337    |
| Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015 .....                                      | Vol. XXI - 2342   |
| Order for Entry of Default Against Bar K, Inc. – filed 02/03/2015 .....   | Vol. XXI - 2353   |
| Clerk’s Entry of Default Against Bar K, Inc. – filed 02/03/2015 .....   | Vol. XXI - 2356   |

|  |                   |
|--|-------------------|
| Defendants North Idaho Resorts, LLC and VP Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/04/2015 .....  | Vol. XXI - 2359   |
| Request for Judicial Notice – filed 02/04/2015 .....   | Vol. XXI - 2372   |
| Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/04/2015 .....   | Vol. XXI - 2392   |
| Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/04/2015 .....   | Vol. XXI - 2452   |
| Order on Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/06/2015 .....  | Vol. XXII - 2473  |
| Amended Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/13/2015 .....  | Vol. XXII - 2493  |
| Judgment (Pucci Construction, Inc.) – filed 02/18/2015 .....   | Vol. XXII - 2499  |
| Judgment (ACI Northwest, Inc.) – filed 02/18/2015 .....  | Vol. XXII - 2502  |
| JV, LLC's First Supplemental Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/27/2015 .....   | Vol. XXII - 2505  |
| Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/02/2015 .....                | Vol. XXII - 2516  |
| Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 .....   | Vol. XXII - 2519  |
| Supplemental Declaration of Jeff R. Sykes in Support of Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 .....                         | Vol. XXII - 2528  |
| Memorandum in Reply to North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 .....   | Vol. XXII - 2547  |
| Order Granting Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/12/2015 ..... | Vol. XXII - 2557  |
| Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 04/14/2015 .....   | Vol. XXII - 2560  |
| JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 and Request for Oral Argument Time/Date for a Hearing; Not Yet to be Set – filed 04/28/2015 .....        | Vol. XXII - 2579  |
| Motion for Reconsideration and Clarification – filed 04/29/2015 .....  | Vol. XXII - 2596  |
| Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/11/2015 .....                       | Vol. XXII - 2598  |
| Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 .....   | Vol. XXII - 2600  |
| Memorandum in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 ...  | Vol. XXII - 2605  |
| Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015  | Vol. XXIII - 2612 |

Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015  
Vol. XXIII - 2627

Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant –  
filed 05/22/2015 ..... Vol. XXIV - 2749

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants  
Frederick J. Grant and Christine Grant – filed 05/22/2015 ..... Vol. I - 2751

Declaration of Pamela Lemieux in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party  
Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015 ..... Vol. XXIV - 2763

Defendants North Idaho Resorts, LLC and VP Incorporated's Second Motion for Enlargement of Time to File Memorandum  
in Support of Motion for Reconsideration and Clarification – filed 05/26/2015 ..... Vol. XXIV - 2771

Order for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015 Vol.  
XXIV - 2773

Clerk's Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015 Vol.  
XXIV - 2777

Renewed Motion for Reconsideration and Clarification – filed 06/16/2015 ..... Vol. XXIV - 2781

Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 06/16/2015 Vol. XXIV - 2783

Memorandum Decision and Order Granting Motion for Entry of Final Judgment – filed 06/23/2015 ..... Vol. XXIV - 2791

Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Reply to Plaintiff's  
Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed  
07/06/2015 ..... Vol. XXIV - 2799

Memorandum in Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and  
Clarification – filed 07/06/2015 ..... Vol. XXIV - 2804

Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and  
Order Filed 04/14/2015 – filed 07/06/2015 ..... Vol. XXIV - 2820

Reply Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 07/07/2015 ... Vol. XXIV -  
2837

Objection to Proposed Final Judgment – filed 07/07/2015 ..... Vol. XXIV - 2844

JV, LLC's Objection to Entry of Final Judgment – as Drafted by Valiant; and Request for a Hearing – filed 07/07/2015 Vol.  
XXIV - 2847

Memorandum Decision and Order re: 1) JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated's Motions to Reconsider  
2) Valiant's Request for Entry of Proposed Final Judgment and Decree of Foreclosure and Sale – filed 07/21/2015 Vol.  
XXIV - 2856

Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 ..... Vol. XXV - 2880

Memorandum in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 Vol. XXV  
- 2912

Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed  
07/22/2015 ..... Vol. XXV - 2926



|   |                    |
|---|--------------------|
| Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 .....   | Vol. XXV - 2959    |
| JV, LLC's Motion to Alter, Amend, and Reconsider the Court's Memorandum Decision and Order re: JV, LLC's Motions to Reconsider, and JV, LLC's Motion for Partial Summary Judgment for Affirmative Relief Concerning JV, LLC's Redemption Deed and as to Valiant's Redemption Deed; and Request for Hearing – filed 07/30/2015 ..... | Vol. XXV - 2967    |
| Objection to Motion for an Order of Sale of Real Property – filed 08/04/2015 .....  | Vol. XXV - 2981    |
| Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC's Motion for Order of Sale – filed 08/04/2015   | Vol. XXVI - 2987   |
| Decree of Foreclosure – filed 08/05/2015 .....  | Vol. XXVI - 3075   |
| Judgment – filed 08/05/2015 .....   | Vol. XXVI - 3082   |
| JV, LLC's Defendants Trial Exhibit – filed 08/11/2015 .....   | Vol. XXVI - 3088   |
| JV, LLC's Motion to Reconsider, Alter, and Amend the Judgment [Rule 11 (b) and Rule 52 (b)]; and Request for Hearing – filed 08/18/2015 .....   | Vol. XXVI - 3095   |
| North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015 .....  | Vol. XXVII - 3114  |
| North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015 .....   | Vol. XXVII - 3116  |
| Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015 .....  | Vol. XXVII - 3133  |
| Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015 .....   | Vol. XXVII - 3240  |
| Memorandum in Support of Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015  | Vol. XXVII - 3244  |
| Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015   | Vol. XXVII - 3249  |
| Memorandum in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....  | Vol. XXVIII - 3253 |
| Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....  | Vol. XXVIII - 3276 |
| Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....  | Vol. XXVIII - 3280 |
| Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....   | Vol. XXVIII - 3301 |
| Notice of Hearing on Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....  | Vol. XXVIII - 3329 |
| Notice of Special Appearance – filed 08/21/2015 .....   | Vol. XXVIII - 3334 |
| VP Incorporated's Answer to JV, LLC's Cross-Claim – filed 08/21/2015 .....  | Vol. XXVIII - 3337 |

|   |                    |
|---|--------------------|
| Stipulation for Settlement and for Judgment as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC – filed 08/24/2015 .....  | Vol. XXVIII - 3340 |
| Memorandum in Opposition to JV, LLC’s Motion to Alter, Amend and to Reconsider filed 08/18/2015 – filed 08/25/2015 .....  | Vol. XXVIII - 3367 |
| Memorandum in Opposition to JV, LLC’s Motion to Alter, Amend and to Reconsider the Court’s Memorandum Decision and Order dated July 21, 2015 – filed 08/26/2015 .....   | Vol. XXVIII - 3376 |
| JV’s Supplemental Motion to Alter, Amend, Set Aside the Judgment, Based on Valiant’s Motions to Change the Order of Sale and Change the Decree of Foreclosure Pursuant to Rules 11 (b); 52 (b) and Rule 60 and Notice of Hearing – filed 08/26/2015 ..... | Vol. XXIX - 3386   |
| Affidavit of James Berry on Behalf of JV, LLC – filed 08/26/2015 .....  | Vol. XXIX - 3401   |
| North Idaho Resorts, LLC and VP, Inc.’s Memorandum in Opposition to Valiant Idaho’s Motion to Amend Degree of Foreclosure and Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/26/2015                              | Vol. XXIX - 3413   |
| Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/26/2015 .....  | Vol. XXIX - 3424   |
| Errata to Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/27/2015 .....  | Vol. XXIX - 3487   |
| JV’s Reply to Valiant’s Memorandum in Opposition to JV’s Motion filed on 07/21/2015, and Motions to Strike – filed 08/31/2015 .....   | Vol. XXIX - 3499   |
| Order Setting Trial and Pretrial Order – filed 09/03/2015 .....   | Vol. XXX - 3521    |
| Memorandum Decision and Order Granting in Part Reconsideration of the July 21, 2015 Memorandum Decision & Order – filed 09/04/2015 .....  | Vol. XXX - 3527    |
| JV, LLC’s Request for Clerk’s Minutes and Reporter’s Typed Transcript of Entire Proceeding Including the District Court’s Remarks and Rulings in Open Court on September 2, 2015 – filed 09/08/2015 .....   | Vol. XXX - 3533    |
| Valiant Idaho, LLC’s Objection to JV, LLC’s Proposed Judgment Submitted 09/10/2015 (As Between Defendants JV, LLC and North Idaho Resorts, LLC/VP Incorporated) – filed 09/16/2015 .....  | Vol. XXX - 3538    |
| Notice re: Proposed Judgment (as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC) – filed 09/17/2015 .....   | Vol. XXX - 3545    |
| Order Vacating Decree of Foreclosure Entered on August 5, 2015 – filed 09/17/2015 .....   | Vol. XXX - 3549    |
| Order Vacating Judgment Entered on August 5, 2015 – filed 09/17/2015 .....  | Vol. XXX - 3552    |
| Subpoena Duces Tecum to First American Tile Company – filed 09/18/2015 .....  | Vol. XXX - 3555    |
| Second Subpoena Duces Tecum to First American Title Company – filed 09/18/2015.....   | Vol. XXX - 3620    |
| Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015 .....   | Vol. XXX - 3623    |
| Memorandum in Support of Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015  | Vol. XXXI - 3627   |
| Declaration of Barney Ng in Support of Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015  | Vol. XXXI - 3658   |

Valiant Idaho, LLC's Objections and Opposition to North Idaho Resorts, LLC and VP, Incorporated's Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/01/2015 ..... Vol. XXXI - 3721

Affidavit of Service (Sandpoint Title Insurance) – filed 10/05/2015 ..... Vol. XXXI - 3727

Affidavit of Service (First American Title) – filed 10/05/2015 ..... Vol. XXXI - 3729

Affidavit of Service (Second on First American Title) – filed 10/05/2015 ..... Vol. XXXI - 3731

Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015 ..... Vol. XXXI - 3733

Memorandum in Support of Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015 Vol. XXXI - 3737

Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Reply to Plaintiff's Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 10/13/2015 ..... Vol. XXXI - 3746

JV, LLC's Objection and Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment and JV, LLC's Motion to Strike Valiant's Third Motion for Summary Judgment and Notice of Hearing for October 23, 2015 at 1:30 p.m. – filed 10/13/2015 ..... Vol. XXXII - 3748

Affidavit of James Berry on Behalf of JV, LLC in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015 ..... Vol. XXXII - 3778

Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/13/2015 Vol. XXXII - 3791

Defendants North Idaho Resorts, LLC and VP Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015 ..... Vol. XXXII - 3810

Defendants North Idaho Resorts and VP, Incorporated's Motion for Judicial Notice of Barney Ng – filed 10/13/2015 Vol. XXXII - 3823

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 10/14/2015 ..... Vol. XXXII - 3828

Motion to Strike Memoranda and Declarations/Affidavits in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment or, in the Alternative, Motion for Extension of Time to File Reply Memoranda – filed 10/16/2015 Vol. XXXII - 3864

Declaration of Chad M. Nicholson dated October 16, 2015 – filed 10/16/2015 ..... Vol. XXXII - 3870

Defendants North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/16/2015 ..... Vol. XXXII - 3879

JV, LLC's Response to Valiant's Motion to Strike Inadmissible Evidence – filed 10/19/2015 ..... Vol. XXXIII - 3884

Memorandum in Reply to Defendant JV, LLC's Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015 ..... Vol. XXXIII - 3892

Memorandum in Opposition to Defendant JV, LLC's Motion to Vacate Valiant's Hearing on October 23, 2015 – filed 10/20/2015 ..... Vol. XXXIII - 3900

Declaration of Barney Ng in Support of Valiant Idaho, LLC's Reply to North Idaho Resorts, LLC's and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015 ..... Vol. XXXIII - 3906

|  |                    |
|--|--------------------|
| Motion to Shorten Time to Have Heard Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 .....   | Vol. XXXIII - 3911 |
| Declaration of Chad M. Nicholson dated October 20, 2015 – filed 10/20/2015.....  | Vol. XXXIII - 3914 |
| Memorandum in Reply to North Idaho Resorts, Inc. and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015.....                              | Vol. XXXIII - 3924 |
| Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 .....  | Vol. XXXIII - 3940 |
| Memorandum in Support of Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 Vol. XXXIII - 3945  |                    |
| Amended Notice of Trial – filed 10/21/2015.....  | Vol. XXXIII - 3953 |
| Reply to JV, LLC's Response to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/21/2015..  | Vol. XXXIII - 3955 |
| Reply to Defendants North Idaho Resorts, LLC's and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/21/2015 .....             | Vol. XXXIII - 3962 |
| JV, LLC's Response to Valiant's Most Recent "Filings" and JV, LLC's Objection Thereto – filed 10/21/2015   | Vol. XXXIII - 3972 |
| North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015.....   | Vol. XXXIII - 3982 |
| Motion for Enlargement of Time to File North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015 ..... | Vol. XXXIII - 3986 |
| Errata to Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/22/2015 .....  | Vol. XXXIII - 3988 |
| Defendants North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/22/2015 .....                 | Vol. XXXIII - 3990 |
| Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015 .....   | Vol. XXXIII - 3995 |
| Defendants North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Support of Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015 .....                  | Vol. XXXIII - 3997 |
| Memorandum Decision & Order re: Motions Heard on October 23, 2015 – filed 10/30/2015 .....   | Vol. XXXIII - 4000 |
| VP, Inc.'s Expert Witness Disclosure – filed 11/27/2015 .....  | Vol. XXXIV - 4020  |
| VP, Inc.'s Lay Witness Disclosure – filed 11/27/2015.....  | Vol. XXXIV - 4024  |
| VP, Inc.'s Supplemental Expert Witness Disclosure – filed 12/04/2015 .....   | Vol. XXXIV - 4027  |
| Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015  | Vol. XXXIV - 4032  |
| Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....   | Vol. XXXIV - 4034  |
| Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015 .....   | Vol. XXXIV - 4036  |

|  |                    |
|--|--------------------|
| Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc.(Continued) – filed 12/15/2015..... | Vol. XXXV - 4036   |
| Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....  | Vol. XXXV - 4051   |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motions <i>In Limine</i> – filed 12/15/2015                                    | Vol. XXXV - 4057   |
| JV, LLC's Amended Exhibit List and Documents – filed 12/22/2015 .....  | Vol. XXXV - 4205   |
| VP, Inc.'s and North Idaho Resorts, LLC's Response to Valiant's Motion <i>In Limine</i> – filed 12/22/2015 .....                                   | Vol. XXXV - 4221   |
| JV, LLC's Objection to Valiant's Motion <i>In Limine</i> – filed 12/23/2015 .....  | Vol. XXXV - 4233   |
| Reply Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/28/2015 .....     | Vol. XXXV - 4243   |
| Reply Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/28/2015   | Vol. XXXV - 4253   |
| Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Reply Memoranda re: Motions <i>In Limine</i> – filed 12/28/2015 .....          | Vol. XXXV - 4258   |
| Order re: Valiant Idaho LLC's Motions <i>In Limine</i> – filed 12/29/2015 .....  | Vol. XXXV - 4266   |
| VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/08/2016 .....   | Vol. XXXV - 4269   |
| VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/11/2016 .....   | Vol. XXXV - 4273   |
| VP, Inc.'s Exhibit List – filed 01/14/2016 .....   | Vol. XXXVI - 4278  |
| Valiant Idaho, LLC's Identification of Trial Exhibits – filed 01/14/2016 .....   | Vol. XXXVI - 4286  |
| Valiant Idaho, LLC's Identification of Trial Witnesses – filed 01/14/2016 .....  | Vol. XXXVI - 4294  |
| VP, Inc.'s Amended Exhibit List – filed 01/15/2016.....  | Vol. XXXVI - 4298  |
| Valiant Idaho, LLC's Trial Brief – filed 01/21/2016 .....  | Vol. XXXVI - 4306  |
| JV, LLC's Trial Memorandum – filed 01/22/2016 .....  | Vol. XXXVI - 4316  |
| JV, LLC's Second Amended Exhibit List and Documents – filed 01/22/2016 .....   | Vol. XXXVI - 4363  |
| Valiant Idaho, LLC's Trial Brief – filed 01/25/2016 .....  | Vol. XXXVI - 4394  |
| JV, LLC's Third Amended Exhibit List and Documents – filed 01/26/2016 .....  | Vol. XXXVI - 4404  |
| VP, Inc.'s Motion to Amend Answer to Assert an Affirmative Defense – filed 01/27/2016 .....  | Vol. XXXVII - 4413 |
| JV, LLC's Fourth Amended Exhibit List and Documents – filed 03/11/2016 .....   | Vol. XXXVII - 4418 |
| Valiant Idaho, LLC's Closing Argument – filed 03/14/2016 .....   | Vol. XXXVII - 4444 |
| Declaration of William Haberman in Support of Valiant Idaho, LLC's Closing Argument – filed 03/14/2016   | Vol. XXXVII - 4471 |
| JV, LLC's Motion to Strike the Declaration of William Haberman – filed 04/18/2016.....   | Vol. XXXVII - 4476 |

|   |                     |
|---|---------------------|
| VP Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016 .....   | Vol. XXXVII - 4482  |
| Memorandum in Support of VP, Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016 . Vol. XXXVII - 4484            |                     |
| Order Denying Motions to Strike – filed 04/27/2016 .....  | Vol. XXXVII - 4487  |
| JV, LLC's Post Trial Memorandum and Argument – filed 05/12/2016 .....   | Vol. XXXVII - 4489  |
| VP's Closing Argument – filed 05/12/2016 .....  | Vol. XXXVII - 4535  |
| Valiant Idaho, LLC's Response and Rebuttal to VP, Inc.'s Closing Argument – filed 05/26/2016  | Vol. XXXVIII - 4551 |
| Valiant Idaho, LLC's Response and Objections to JV, LLC's Post-trial Memorandum and Argument – filed 05/26/2016 .....                       | Vol. XXXVII - 4574  |
| Memorandum Decision and Order re: Court Trial held on January 28 and 29, and March 16 and 17, 2016 – filed 05/27/2016 .....                 | Vol. XXXVII - 4589  |
| Judgment – filed 06/22/2016 .....   | Vol. XXXVII - 4619  |
| Judgment (Continued) – filed 06/22/2016 .....   | Vol. XXXIX - 4693   |
| Judgment (Continued) – filed 06/22/2016 .....   | Vol. XL - 4806      |
| Decree of Foreclosure – filed 06/22/2016 .....  | Vol. XL - 4910      |
| Decree of Foreclosure (Continued) – filed 06/22/2016 .....  | Vol. XLI - 4940     |
| Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 06/22/2016 .....  | Vol. XLI - 4985     |
| Memorandum in Support of Valiant Idaho, LLC's Motion for Order of Sale of Real Property – filed 06/22/2016                                  | Vol. XLI - 4997     |
| Objection to Valiant Idaho's Second Motion for an Order of Sale of Real Property – filed 06/29/2016 .....                                   | Vol. XLI - 5015     |
| Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....   | Vol. XLI - 5019     |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....        | Vol. XLII - 5058    |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....        | Vol. XLIII - 5190   |
| Order Requiring Submissions – filed 07/14/2016.....   | Vol. XLIII - 5264   |
| Order Vacating Judgment – filed 07/14/2016 .....  | Vol. XLIII - 5266   |
| Order Vacating Decree of Foreclosure entered on June 22, 2016 – filed 07/14/2016 .....  | Vol. XLIII - 5268   |
| Order re: Sale of Real Property – filed 07/14/2016 .....  | Vol. XLIII - 5270   |
| JV, LLC's Proposed Judgment and Decree of Foreclosure and JV, LLC's Request for Additional Time of at Least 14 Days – filed 07/15/2016..... | Vol. XLIII - 5274   |
| Order re: Proposed Judgment and Proposed Decree of Foreclosure – filed 07/18/2016 .....   | Vol. XLIII - 5303   |

JV, LLC's Objection and Motion to Disallow Valiant's Memorandum of Fees and Costs – filed 07/18/2016 Vol. XLIV - 5306

Decree of Foreclosure – filed 07/20/2016..... Vol. XLIV - 5317

Decree of Foreclosure (Continued) – filed 07/20/2016 ..... Vol. XLV - 5413

VP, Inc.'s Opposition to Valiant Idaho's Memorandum of Costs and Attorney Fees – filed 07/20/2016 ..... Vol. XLV - 5503

JV, LLC's Motion to Alter, Amend and Reconsider re: 1. Memorandum Decision and Order 2. Judgment 3. Decree of Foreclosure 4. Order of Sale, and JV, LLC's Memorandum in Support and Request for Hearing – filed 08/02/2016 Vol. XLV - 5521

Order Denying JV, LLC's Request for Oral Argument – filed 08/03/2016..... Vol. XLV - 5540

VP, Inc.'s Motion for a New Trial – filed 08/03/2016..... Vol. XLV - 5542

VP, Inc.'s Motion for New Trial – filed 08/03/2016 ..... Vol. XLV - 5544

Memorandum in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016..... Vol. XLV - 5546

Declaration of Weeks in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016..... Vol. XLVI - 5550

VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/03/2016 Vol. XLVI - 5553

Memorandum in Support of VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/04/2016..... Vol. XLVI - 5555

Order Denying VP, Inc.'s Request for Oral Argument on Motion to Alter, Amend and Reconsider – filed 08/04/2016 Vol. XLVI - 5575

Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016 Vol. XLVI - 5577

Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Motion to Alter, Amend, and Reconsider re: (1) Memorandum Decision and Order; (2) Judgment; (3) Decree of Foreclosure; and (4) Order of Sale – filed 08/10/2016 Vol. XLVI - 5584

Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Memorandum Responses to VP, Inc.'s and JV, LLC's Objections and Motions to Disallow Memorandum of Costs and Attorney's Fees – filed 08/10/2016 .. Vol. XLVI - 5591

Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion to Alter, Amend and Reconsider the Decree of Foreclosure and Judgment – filed 08/10/2016..... Vol. XLVI - 5673

Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016 ..... Vol. XLVI - 5682

Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016 ..... Vol. XLVII - 5685

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016 ..... Vol. XLVII - 5714

Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016..... Vol. XLVII - 5728

Valiant Idaho, LLC's Memorandum in Response to VP, Inc.'s Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016..... Vol. XLVII - 5746

|  |                    |
|--|--------------------|
| Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/11/2016                            | Vol. XLVII - 5770  |
| .....  |                    |
| Reply Memorandum to Valiant's Opposition to Motion for New Trial – filed 08/15/2016  | Vol. XLVII - 5787  |
| Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider – filed 08/16/2016             | Vol. XLVII - 5793  |
| Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider (Continued) – filed 08/16/2016 | Vol. XLVIII - 5815 |
| Memorandum Decision Order Awarding Costs and Attorney's Fees to Valiant Idaho, LLC – filed 08/22/2016  | Vol. XLVIII - 5829 |
| Judgment re: Costs and Attorneys' Fees – filed 08/22/2016  | Vol. XLVIII - 5844 |
| JV, LLC's Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/24/2016  | Vol. XLVIII - 5847 |
| Declaration of Daniel M. Keyes in Support of VP and NIR's Opposition to Valiant Idaho's Motion for Sanctions – filed 08/24/2016              | Vol. XLVIII - 5868 |
| Defendant VP, Inc.'s and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Sanctions – filed 08/24/2016                 | Vol. XLVIII - 5886 |
| Memorandum Decision Order Denying VP, Inc.'s Motion for New Trial – filed 08/25/2016   | Vol. XLVIII - 5906 |
| JV, LLC's Correction to its Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/25/2016                        | Vol. XLVIII - 5920 |
| Memorandum Decision Order Denying Valiant Idaho, LLC's Motion for Sanctions – filed 08/29/2016   | Vol. XLVIII - 5925 |
| Notice of Appeal (NIR) – filed 09/09/2016  | Vol. IL - 5941     |
| Notice of Appeal (NIR) (Continued) – filed 09/09/2016  | Vol. L - 6041      |
| Notice of Appeal by JV, LLC – filed 09/20/2016   | Vol. LI - 6137     |
| Notice of Appeal by JV, LLC (Continued) – filed 09/20/2016   | Vol. LII - 6267    |
| Writ of Execution – filed 09/21/2016   | Vol. LII - 6318    |
| Writ of Execution (Continued) – filed 09/21/2016   | Vol. LIII - 6396   |
| Sheriff's Service on Writ of Execution – filed 09/21/2016  | Vol. LIII - 6507   |
| Notice of Levy Under Writ of Execution – filed 09/21/2016  | Vol. LIII - 6508   |
| Notice of Sheriff's Sale – filed 09/21/2016  | Vol. LIV - 6531    |
| Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016  | Vol. LIV - 6562    |
| Memorandum in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016                                       | Vol. LIV - 6566    |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016                 | Vol. LIV - 6573    |



|  |                   |
|--|-------------------|
| Notice of Denial of Oral Argument for Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/23/2016 .....  | Vol. LIV - 6578   |
| Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 09/23/2016 .....   | Vol. LIV - 6581   |
| JV, LLC's Objection to Valiant's Motion for Relief from Automatic Stay and Memorandum in Support – filed 09/26/2016 .....  | Vol. LIV - 6589   |
| VP, Inc. and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/28/2016 .....  | Vol. LIV - 6597   |
| Memorandum in Reply to: (1) JV, LLC's Objection; and (2) VP, Inc. and North Idaho Resorts, LLC's Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/29/2016 ..... | Vol. LIV - 6603   |
| Application and Declaration of Richard L. Stacey for Writ of Execution – filed 10/05/2016 .....  | Vol. LIV - 6608   |
| Writ of Execution – filed 10/05/2016 .....   | Vol. LIV - 6611   |
| Writ of Execution (Continued) – filed 10/05/2016 .....   | Vol. LV - 6667    |
| Writ of Execution (Continued) – filed 10/05/2016 .....   | Vol. LVI - 6801   |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016 .....   | Vol. LVI - 6804   |
| Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016 .....  | Vol. LVI - 6806   |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 10/06/2016 .....  | Vol. LVI - 6812   |
| Writ of Execution Against JV, LLC – filed 10/06/2016 .....   | Vol. LVI - 6814   |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated – filed 10/06/2016 .....   | Vol. LVI - 6820   |
| Writ of Execution Against VP, Incorporated – filed 10/06/2016 .....  | Vol. LVI - 6822   |
| Notice of Appeal (VP, Inc.) – filed 10/06/2016 .....   | Vol. LVI - 6828   |
| Notice of Appeal (VP, Inc.) (Continued) – filed 10/06/2016 .....   | Vol. LVII - 6932  |
| Notice of Amended Appeal (NIR, LLC) – filed 10/06/2016 .....   | Vol. LVII - 7031  |
| Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016 .....   | Vol. LVIII - 7071 |
| Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016 .....   | Vol. LIX - 7212   |
| Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 10/07/2016 .....   | Vol. LIX - 7230   |
| Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/07/2016 .....   | Vol. LIX - 7238   |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016 .....  | Vol. LIX - 7253   |
| Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016 .....   | Vol. LIX - 7255   |

|  |                 |
|--|-----------------|
| Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016 .....   | Vol. LIX - 7258 |
| Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016 .....  | Vol. LIX - 7260 |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016 .....   | Vol. LIX - 7263 |
| Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016.....   | Vol. LIX - 7265 |
| Valiant Idaho, LLC’s Request for Additional Transcript and Record on Appeal – filed 10/20/2016 .....   | Vol. LIX - 7268 |
| Valiant Idaho, LLC’s Amended Request for Additional Transcript and Record on Appeal – filed 10/20/2016.....  | Vol. I - 7279   |
| Notice of Levy (268811) – filed 10/31/2016 .....   | Vol. LIX - 7283 |
| Writ of Execution Against VP, Incorporated for Boundary County (268811) – filed 10/31/2016.....  | Vol. LIX - 7285 |
| Notice of Sheriff’s Sale (268812) – filed 10/31/2016.....  | Vol. LIX - 7288 |
| Notice of Levy (268813) – filed 10/31/2016 .....   | Vol. LIX - 7291 |
| Writ of Execution Against North Idaho Resorts, LLC for Boundary County (268813) – filed 10/31/2016 .....   | Vol. LIX - 7294 |
| Notice of Sheriff’s Sale (268814) – filed 10/31/2016.....  | Vol. LIX - 7297 |
| Notice of Levy (268815) – filed 10/31/2016 .....   | Vol. LIX - 7300 |
| Writ of Execution Against JV, LLC for Boundary County (268815) – filed 10/31/2016 .....  | Vol. LIX - 7303 |
| Notice of Sheriff’s Sale (268816) – filed 10/31/2016.....  | Vol. LIX - 7306 |
| Cash Bond posted by JV, LLC \$21,154.60 – posted 11/02/2016 .....  | Vol. LIX - 7309 |
| JV, LLC’s Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 11/02/2016 .....   | Vol. LIX - 7311 |
| JV, LLC’s Third Party Claim (Idaho Code 11-203) – filed 11/02/2016.....  | Vol. LX - 7341  |
| Notice of Hearing – filed 11/03/2016.....  | Vol. LX - 7357  |
| Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/03/2016.....   | Vol. LX - 7361  |
| Memorandum in Support of Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/03/2016.....  | Vol. LX - 7364  |
| Motion to Shorten Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016 ..... | Vol. LX - 7369  |
| Order Shortening Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016 .....  | Vol. LX - 7372  |
| Valiant Idaho, LLC’s Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016 .....   | Vol. LX - 7375  |

|  |                   |
|--|-------------------|
| Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016  | Vol. LX - 7378    |
| Supplemental Memorandum in Support of Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016  | Vol. LX - 7387    |
| Declaration of Sally Mitchell in Support of Supplemental Memorandum Supporting Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016 | Vol. LX - 7392    |
| Order re: JV, LLC's Third Party Claim and Motion for Stay of Execution – filed 11/04/2016  | Vol. LX - 7399    |
| Memorandum Decision Order Granting Valiant Idaho, LLC's Motion for Sanctions – filed 11/14/2016  | Vol. LX - 7402    |
| Sheriff's Certificate on Return of Service, Writ of Execution (NIR) – filed 11/18/2016   | Vol. LX - 7411    |
| Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 11/18/2016  | Vol. LX - 7413    |
| Sheriff's Certificate on Return of Service, Writ of Execution (VP, Inc.)– filed 11/18/2016   | Vol. LX - 7424    |
| Writ of Execution Against VP, Incorporated for Boundary County – filed 11/18/2016  | Vol. LX - 7426    |
| Withdrawal of Application for Stay - filed 11/22/2016  | Vol. LX - 7436    |
| Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016  | Vol. LX - 7438    |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016   | Vol. LX - 7442    |
| JV's Objection, and Motion to Disallow Valiant's Memorandum of Attorney Costs and Fees – filed 12/02/2016  | Vol. LX - 7447    |
| Order Imposing Rule 11 Sanctions – filed 12/06/2016  | Vol. LX - 7458    |
| Judgment re: Rule 11 Sanctions – filed 12/06/2016  | Vol. LX - 7462    |
| Writ of Execution – filed 12/22/2016   | Vol. LXI - 7464   |
| Writ of Execution (Continued) – filed 12/22/2016   | Vol. LXII - 7594  |
| Notice of Levy Under Writ of Execution – filed 12/22/2016  | Vol. LXII - 7657  |
| Sheriff's Return on Sale – filed 12/22/2016  | Vol. LXII - 7680  |
| Sheriff's Return on Writ of Execution – filed 12/22/2016   | Vol. LXII - 7714  |
| Notice of Sheriff's Sale – filed 12/22/2016  | Vol. LXIII - 7715 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 1) – filed 12/22/2016   | Vol. LXII - 7747  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 2) – filed 12/22/2016   | Vol. LXII - 7750  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 5) – filed 12/22/2016   | Vol. LXII - 7754  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 8) – filed 12/22/2016   | Vol. LXII - 7761  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 9) – filed 12/22/2016   | Vol. LXII - 7764  |

|   |                  |
|---|------------------|
| Sheriff's Certificate of Sale (Idaho Club – Parcel 10) – filed 12/22/2016 ..... | Vol. LXII - 7767 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 11) – filed 12/22/2016 ..... | Vol. LXII - 7770 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 12) – filed 12/22/2016 ..... | Vol. LXII - 7773 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 13) – filed 12/22/2016 ..... | Vol. LXII - 7776 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 14) – filed 12/22/2016 ..... | Vol. LXII - 7779 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 15) – filed 12/22/2016 ..... | Vol. LXII - 7782 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 16) – filed 12/22/2016 ..... | Vol. LXII - 7785 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 17) – filed 12/22/2016 ..... | Vol. LXII - 7788 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 19) – filed 12/22/2016 ..... | Vol. LXII - 7791 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 20) – filed 12/22/2016 ..... | Vol. LXII - 7795 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 21) – filed 12/22/2016 ..... | Vol. LXII - 7798 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 22) – filed 12/22/2016 ..... | Vol. LXII - 7801 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 23) – filed 12/22/2016 ..... | Vol. LXII - 7804 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 24) – filed 12/22/2016 ..... | Vol. LXII - 7807 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 25) – filed 12/22/2016 ..... | Vol. LXII - 7810 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 26) – filed 12/22/2016 ..... | Vol. LXII - 7813 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 27) – filed 12/22/2016 ..... | Vol. LXII - 7816 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 28) – filed 12/22/2016 ..... | Vol. LXII - 7819 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 29) – filed 12/22/2016 ..... | Vol. LXII - 7822 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 30) – filed 12/22/2016 ..... | Vol. LXII - 7825 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 31) – filed 12/22/2016 ..... | Vol. LXII - 7828 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 32) – filed 12/22/2016 ..... | Vol. LXII - 7831 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 33) – filed 12/22/2016 ..... | Vol. LXII - 7834 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 34) – filed 12/22/2016 ..... | Vol. LXII - 7837 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 35) – filed 12/22/2016 ..... | Vol. LXII - 7840 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 36) – filed 12/22/2016 ..... | Vol. LXII - 7843 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 37) – filed 12/22/2016 ..... | Vol. LXII - 7846 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 38) – filed 12/22/2016 ..... | Vol. LXII - 7849 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 39) – filed 12/22/2016 ..... | Vol. LXIV - 7852 |

|   |                  |
|---|------------------|
| Sheriff's Certificate of Sale (Idaho Club – Parcel 40) – filed 12/22/2016 ..... | Vol. LXIV - 7855 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 41) – filed 12/22/2016 ..... | Vol. LXIV - 7858 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 42) – filed 12/22/2016 ..... | Vol. LXIV - 7861 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 43) – filed 12/22/2016 ..... | Vol. LXIV - 7864 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 44) – filed 12/22/2016 ..... | Vol. LXIV - 7867 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 45) – filed 12/22/2016 ..... | Vol. LXIV - 7870 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 46) – filed 12/22/2016 ..... | Vol. LXIV - 7873 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 47) – filed 12/22/2016 ..... | Vol. LXIV - 7876 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 48) – filed 12/22/2016 ..... | Vol. LXIV - 7879 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 49) – filed 12/22/2016 ..... | Vol. LXIV - 7881 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 50) – filed 12/22/2016 ..... | Vol. LXIV - 7884 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 51) – filed 12/22/2016 ..... | Vol. LXIV - 7887 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 52) – filed 12/22/2016 ..... | Vol. LXIV - 7890 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 53) – filed 12/22/2016 ..... | Vol. LXIV - 7893 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 54) – filed 12/22/2016 ..... | Vol. LXIV - 7896 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 55) – filed 12/22/2016 ..... | Vol. LXIV - 7899 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 56) – filed 12/22/2016 ..... | Vol. LXIV - 7902 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 57) – filed 12/22/2016 ..... | Vol. LXIV - 7905 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 58) – filed 12/22/2016 ..... | Vol. LXIV - 7908 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 59) – filed 12/22/2016 ..... | Vol. LXIV - 7911 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 60) – filed 12/22/2016 ..... | Vol. LXIV - 7914 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 61) – filed 12/22/2016 ..... | Vol. LXIV - 7917 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 62) – filed 12/22/2016 ..... | Vol. LXIV - 7920 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 63) – filed 12/22/2016 ..... | Vol. LXIV - 7923 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 64) – filed 12/22/2016 ..... | Vol. LXIV - 7926 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 65) – filed 12/22/2016 ..... | Vol. LXIV - 7929 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 66) – filed 12/22/2016 ..... | Vol. LXIV - 7932 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 67) – filed 12/22/2016 ..... | Vol. LXIV - 7935 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 68) – filed 12/22/2016 ..... | Vol. LXIV - 7938 |

|   |                  |
|---|------------------|
| Sheriff's Certificate of Sale (Idaho Club – Parcel 69) – filed 12/22/2016 ..... | Vol. LXIV - 7942 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 70) – filed 12/22/2016 ..... | Vol. LXIV - 7945 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 71) – filed 12/22/2016 ..... | Vol. LXIV - 7950 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 72) – filed 12/22/2016 ..... | Vol. LXIV - 7954 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 73) – filed 12/22/2016 ..... | Vol. LXIV - 7957 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 74) – filed 12/22/2016 ..... | Vol. LXIV - 7960 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 75) – filed 12/22/2016 ..... | Vol. LXIV - 7963 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 76) – filed 12/22/2016 ..... | Vol. LXIV - 7966 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 77) – filed 12/22/2016 ..... | Vol. LXIV - 7969 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 78) – filed 12/22/2016 ..... | Vol. LXIV - 7972 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 79) – filed 12/22/2016 ..... | Vol. LXIV - 7975 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 80) – filed 12/22/2016 ..... | Vol. LXIV - 7978 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 81) – filed 12/22/2016 ..... | Vol. LXIV - 7981 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 82) – filed 12/22/2016 ..... | Vol. LXIV - 7984 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 83) – filed 12/22/2016 ..... | Vol. LXV - 7987  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 84) – filed 12/22/2016 ..... | Vol. LXV - 7990  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 85) – filed 12/22/2016 ..... | Vol. LXV - 7993  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 86) – filed 12/22/2016 ..... | Vol. LXV - 7996  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 87) – filed 12/22/2016 ..... | Vol. LXV - 7999  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 88) – filed 12/22/2016 ..... | Vol. LXV - 8002  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 89) – filed 12/22/2016 ..... | Vol. LXV - 8005  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 90) – filed 12/22/2016 ..... | Vol. LXV - 8008  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 91) – filed 12/22/2016 ..... | Vol. LXV - 8011  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 92) – filed 12/22/2016 ..... | Vol. LXV - 8014  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 93) – filed 12/22/2016 ..... | Vol. LXV - 8017  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 94) – filed 12/22/2016 ..... | Vol. LXV - 8020  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 95) – filed 12/22/2016 ..... | Vol. LXV - 8023  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 96) – filed 12/22/2016 ..... | Vol. LXV - 8027  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 97) – filed 12/22/2016 ..... | Vol. LXV - 8030  |



|  |                  |
|--|------------------|
| Sheriff's Certificate of Sale (Idaho Club – Parcel 128) – filed 12/22/2016 ..... | Vol. LXV - 8121  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 129) – filed 12/22/2016 ..... | Vol. LXVI - 8124 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 130) – filed 12/22/2016 ..... | Vol. LXVI - 8127 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 131) – filed 12/22/2016 ..... | Vol. LXVI - 8130 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 132) – filed 12/22/2016 ..... | Vol. LXVI - 8133 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 133) – filed 12/22/2016 ..... | Vol. LXVI - 8136 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 134) – filed 12/22/2016 ..... | Vol. LXVI - 8139 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 135) – filed 12/22/2016 ..... | Vol. LXVI - 8142 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 136) – filed 12/22/2016 ..... | Vol. LXVI - 8145 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 137) – filed 12/22/2016 ..... | Vol. LXVI - 8148 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 138) – filed 12/22/2016 ..... | Vol. LXVI - 8151 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 139) – filed 12/22/2016 ..... | Vol. LXVI - 8154 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 140) – filed 12/22/2016 ..... | Vol. LXVI - 8157 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 141) – filed 12/22/2016 ..... | Vol. LXVI - 8160 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 142) – filed 12/22/2016 ..... | Vol. LXVI - 8163 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 143) – filed 12/22/2016 ..... | Vol. LXVI - 8166 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 144) – filed 12/22/2016 ..... | Vol. LXVI - 8169 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 145) – filed 12/22/2016 ..... | Vol. LXVI - 8172 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 146) – filed 12/22/2016 ..... | Vol. LXVI - 8175 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 147) – filed 12/22/2016 ..... | Vol. LXVI - 8178 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 148) – filed 12/22/2016 ..... | Vol. LXVI - 8181 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 149) – filed 12/22/2016 ..... | Vol. LXVI - 8184 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 150) – filed 12/22/2016 ..... | Vol. LXVI - 8187 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 151) – filed 12/22/2016 ..... | Vol. LXVI - 8190 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 152) – filed 12/22/2016 ..... | Vol. LXVI - 8193 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 153) – filed 12/22/2016 ..... | Vol. LXVI - 8196 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 154) – filed 12/22/2016 ..... | Vol. LXVI - 8199 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 155) – filed 12/22/2016 ..... | Vol. LXVI - 8202 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 156) – filed 12/22/2016 ..... | Vol. LXVI - 8205 |



|   |                    |
|---|--------------------|
| Sheriff's Certificate of Sale (Idaho Club – Parcel 157) – filed 12/22/2016 .....  | Vol. LXVI - 8208   |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 158) – filed 12/22/2016 .....  | Vol. LXVI - 8211   |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 159) – filed 12/22/2016 .....  | Vol. LXVI - 8214   |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 163) – filed 12/22/2016 .....  | Vol. LXVI - 8219   |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 177) – filed 12/22/2016 .....  | Vol. LXVI - 8223   |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 01/09/2017 .....   | Vol. I - 8228      |
| Writ of Execution Against JV, LLC – filed 01/09/2017 .....  | Vol. LXVI - 8232   |
| Amended Notice of Appeal by JV, LLC IAR 17 (m), Request for Additional Clerk's Transcripts, and Request for Additional Court Reporter's Transcript – filed 01/13/2017 .....     | Vol. LXVI - 8235   |
| Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 01/30/2017 .....  | Vol. LXVII - 8254  |
| Writ of Execution Against JV, LLC for Boundary County – filed 01/30/2017 .....  | Vol. LXVII - 8262  |
| Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....  | Vol. LXVII - 8268  |
| Memorandum in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....   | Vol. LXVII - 8271  |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....                     | Vol. LXVII - 8279  |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....         | Vol. LXVIII - 8385 |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....         | Vol. LXIX - 8507   |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....         | Vol. LXX - 8634    |
| JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/14/2017 .....  | Vol. LXX - 8709    |
| Errata to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/15/2017 .....                                | Vol. LXX - 8737    |
| Valiant Idaho, LLC's Notice of Non-Objection to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit, and Errata Thereto – filed 02/16/2017 ..... | Vol. LXX - 8743    |
| VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017   | Vol. LXX - 8746    |
| Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017   | Vol. LXX - 8756    |

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment (Continued) – filed 02/17/2017 ..... Vol. LXXI - 8770

Declaration of Daniel Keyes in Support of Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 ..... Vol. LXXI - 8801

Order re: JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit – filed 02/21/2017 Vol. LXXI - 8822

Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/22/2017 ..... Vol. LXXI - 8827

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Faxed copy filed 02/22/2017..... Vol. LXXI - 8841

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Original filed 02/23/2017..... Vol. LXXI - 8845

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXII - 8908

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXIII - 9044

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXIV - 9180

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXV - 9318

Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/23/2017 ..... Vol. LXXV - 9328

Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/06/2017 Vol. LXXV - 9341

Writ of Assistance – filed 03/06/2017 ..... Vol. LXXV - 9361

Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 ..... Vol. LXXV - 9386

Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 Vol. LXXV - 9388

Declaration of Richard Vilelli in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 . Vol. LXXV - 9394

Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 ..... Vol. LXXV - 9399

Memorandum in Support of Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 ..... Vol. LXXV - 9402

|   |                    |
|---|--------------------|
| Notice of Hearing on Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 .....   | Vol. LXXV - 9409   |
| Order Requesting Response Brief from Valiant Idaho, LLC – filed 03/27/2017 .....  | Vol. LXXV - 9413   |
| Valiant Idaho, LLC's Notice of Hearing on VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, etc. – filed 03/28/2017 .....   | Vol. LXXV - 9415   |
| Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 03/28/2017 .....                                       | Vol. LXXV - 9418   |
| Order on Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2 – filed 03/28/2017 .....  | Vol. LXXV - 9421   |
| VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order and Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/29/2017 .....   | Vol. LXXV - 9424   |
| Valiant Idaho, LLC's Memorandum in Reply to VP, Incorporated's Opposition to Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/03/2017 .....  | Vol. LXXV - 9436   |
| Sheriff's Certificate on Return of Service, Writ of Execution – filed 04/06/2017 .....  | Vol. LXXV - 9446   |
| Writ of Execution Against JV, LLC – filed 04/06/2017 .....  | Vol. LXXVI - 9448  |
| Notice to Counsel – filed 04/06/2017 .....  | Vol. LXXVI - 9453  |
| Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 .....        | Vol. LXXVI - 9455  |
| Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 .....        | Vol. LXXVII - 9573 |
| Declaration of Steven B. Cordes, P.E., in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 ..... | Vol. LXXVII - 9593 |
| Writ of Assistance – filed 04/11/2017 .....   | Vol. LXXVII - 9635 |
| Declaration of Jason Davis, Bonner County Deputy Sheriff – filed 04/11/2017 .....   | Vol. LXXVII - 9662 |
| Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/12/2017 .....  | Vol. LXXVII - 9665 |
| Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....  | Vol. LXXVII - 9683 |
| Valiant Idaho, LLC's Memorandum in Support of Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....   | Vol. LXXVII - 9686 |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....   | Vol. LXXVII - 9696 |

|   |                     |
|---|---------------------|
| Declaration of William Haberman in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....  | Vol. LXXVII - 9703  |
| Order on Valiant Idaho, LLC's Motion for a Temporary Restraining Order Against VP, Incorporated – filed 04/13/2017 Vol. LXXVII - 9707   |                     |
| Valiant Idaho, LLC's Notice of Depost – filed 04/13/2017.....   | Vol. LXXVIII - 9711 |
| Motion to Dissolve Temporary Restraining Order – filed 04/13/2017 .....   | Vol. LXXVIII - 9714 |
| Memorandum in Support of Motion to Dissolve Temporary Restraining Order – filed 04/14/2017. Vol. LXXVIII - 9716   |                     |
| Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017 .....   | Vol. LXXVIII - 9733 |
| Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017 .....   | Vol. LXXVIII - 9736 |
| Order Granting Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....   | Vol. LXXVIII - 9742 |
| Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/17/2017 Vol. LXXVIII - 9745                                 |                     |
| Declaration of Richard Villelli in Support of Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/18/2017 ..... | Vol. LXXVIII - 9758 |
| Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017.....  | Vol. LXXVIII - 9790 |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 .....  | Vol. LXXVIII - 9802 |
| Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 .....   | Vol. LXXVIII - 9815 |
| Order Extending the Temporary Restraining Order Against VP, Incorporated – filed 04/20/2017... Vol. LXXVIII - 9819  |                     |
| Corrected Certificate of Mailing – filed 04/21/2017.....  | Vol. LXXVIII - 9823 |
| Certificate of Mailing – filed 04/21/2017 .....   | Vol. LXXVIII - 9824 |
| Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/25/2017 Vol. LXXVIII - 9825   |                     |
| Notice of Hearing on North Idaho Resorts, LLC and VP, Inc.'s Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017.....   | Vol. LXXVIII - 9836 |
| Notice of Filing Proposed Order – filed 04/26/2017 .....  | Vol. LXXVIII - 9838 |
| Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017 Vol. LXXIX - 9844   |                     |
| Order on Valiant Idaho, LLC's Motion for an Injunction Against VP, Incorporated – filed 04/26/2017 Vol. LXXIX - 9853  |                     |
| Memorandum Decision re: Valiant Idaho, LLC's Motion to Clarify – filed 04/27/2017.....  | Vol. LXXIX - 9861   |

|   |                   |
|---|-------------------|
| Order Granting Injunction – filed 04/28/2017 .....  | Vol. LXXIX - 9871 |
| Order Granting Appellants VP, Incorporated’s and North Idaho Resorts, LLC’s Objections to Lodged Record and Objections to Certificate of Mailing – filed 05/01/2017 ..... | Vol. LXXIX - 9879 |
| Valiant Idaho, LLC’s Notice of Objection to the Consolidated Clerk’s Record on Appeal – filed 05/02/2017  | Vol. LXXIX - 9883 |
| Order Granting Respondent Valiant Idaho, LLC’s Objection to the Consolidated Clerk’s Record on Appeal – filed 05/03/2017 .....  | Vol. LXXIX - 9900 |
| Order Partially Vacating the Court’s May 1, 2017 Order Granting NIR’s and VP’s Objection to Lodged Record – filed 05/03/2017 .....  | Vol. LXXIX - 9904 |
| JV, LLC’s Objection to Clerk’s Record and motion to Correct and Make Additions to Clerk’s Record – filed 05/04/2017   | Vol. LXXIX - 9907 |
| Order Granting Appellant JV, LLC’s Objection to Clerk’s Record and Motion to Make Additions to Clerk’s Record – filed 05/05/2017 .....                                    | Vol. LXXIX - 9928 |
| Amended Notice of Appeal – filed 05/25/2017 .....   | Vol. LXXIX - 9931 |
| Clerk’s Certificate of Record – dated XX/XX/2017 .....  | Vol. LXXIX - 9947 |
| Clerk’s Certificate of Exhibits – dated 04/28/2017.....   | Vol. LXXIX - 9948 |
| Clerk’s Certificate of Service – dated 04/28/2017 .....   | Vol. LXXIX - 9955 |

## INDEX

|  |                   |
|--|-------------------|
| Acceptance of Service by VP, Incorporated of Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 10/03/2014 .....  | Vol. VII - 908    |
| ACI Northwest, Inc.'s Responsive Pleading to Valiant Idaho, LLC's Counterclaim, Cross-Claim, and Third-Party Complaint for Judicial Foreclosure – filed 09/29/2014 ..... | Vol. VII - 904    |
| Acknowledgment of Service of Summons and Complaint (North Idaho Resorts, LLC) – filed 04/07/2010   | Vol. II - 199     |
| Acknowledgment of Service of Summons and Complaint (VP Inc.) – filed 04/07/2010 .....  | Vol. I - 197      |
| Administrative Order – filed 09/27/2011 .....  | Vol. II - 267     |
| Affidavit of Charles Reeves in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014  | Vol. V - 551      |
| Affidavit of Charles W. Reeves – filed 01/20/2015 .....  | Vol. XVII - 1912  |
| Affidavit of Charles W. Reeves (Continued) – filed 01/20/2015 .....  | Vol. XVIII - 2039 |
| Affidavit of Farley Dakan in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014.   | Vol. IV - 532     |
| Affidavit of James Berry on Behalf of JV, LLC – filed 08/26/2015 .....   | Vol. XXIX - 3401  |
| Affidavit of James Berry on Behalf of JV, LLC in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015 .....                           | Vol. XXXII - 3778 |
| Affidavit of Non-Military Service in Support of Motion for Entry of Default of Amy Korengut – filed 12/08/2014 ..  | Vol. XI - 1409    |
| Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC's Motion to Lift Automatic Stay – filed 06/26/2013..  | Vol. III - 343    |
| Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013 .....                              | Vol. III - 365    |
| Affidavit of Service – filed 03/11/2011 .....  | Vol. II - 244     |
| Affidavit of Service – filed 10/20/2014 .....  | Vol. VIII - 965   |
| Affidavit of Service (First American Title) – filed 10/05/2015 .....   | Vol. XXXI - 3729  |
| Affidavit of Service (Sandpoint Title Insurance) – filed 10/05/2015 .....  | Vol. XXXI - 3727  |
| Affidavit of Service (Second on First American Title) – filed 10/05/2015 .....   | Vol. XXXI - 3731  |
| Affidavit of Stanley J. Tharp in Support of Defendant Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012 .....  | Vol. II - 302     |
| Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013 .....                        | Vol. III - 412    |

|   |                     |
|---|---------------------|
| Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015.....                                 | Vol. XXVII - 3133   |
| Affidavit of Toby McLaughlin in Support of Third Party Defendant Panhandle Management Incorporated's Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014 .....       | Vol. IX - 1015      |
| Affidavit of Toby McLaughlin in Support of Third Party Defendant Idaho Club Homeowner's Association Inc.'s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014 ..... | Vol. IX - 1100      |
| Amended Notice of Appeal – filed 05/25/2017 .....   | Vol. LXXIX - 9931   |
| Amended Notice of Appeal by JV, LLC IAR 17 (m), Request for Additional Clerk's Transcripts, and Request for Additional Court Reporter's Transcript – filed 01/13/2017 .....                           | Vol. LXVI - 8235    |
| Amended Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/13/2015 .....   | Vol. XXII - 2493    |
| Amended Notice of Trial – filed 10/21/2015.....   | Vol. XXXIII - 3953  |
| Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/15/2014.....   | Vol. VII - 844      |
| Answer, Counterclaims, Cross-claims and Third Party Complaint of Defendant ACI Northwest, Inc. – filed 08/09/2010 .....   | Vol. II - 204       |
| Application and Declaration of Richard L. Stacey for Writ of Execution – filed 10/05/2016 .....   | Vol. LIV - 6608     |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016 .....  | Vol. LVI - 6804     |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 10/06/2016 .....   | Vol. LVI - 6812     |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated – filed 10/06/2016 .....  | Vol. LVI - 6820     |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016 .....   | Vol. LIX - 7253     |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016 .....  | Vol. LIX - 7258     |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016 .....  | Vol. LIX - 7263     |
| Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 01/09/2017 .....   | Vol. I - 8228       |
| Assignment of District Court Cases – filed 11/15/2011 .....   | Vol. II - 295       |
| Cash Bond posted by JV, LLC \$21,154.60 – posted 11/02/2016 .....   | Vol. LIX - 7309     |
| Certificate of Mailing – filed 04/21/2017 .....   | Vol. LXXVIII - 9824 |
| Clerk's Certificate of Exhibits – dated 04/28/2017.....   | Vol. LXXIX - 9948   |
| Clerk's Certificate of Record – dated XX/XX/2017.....   | Vol. LXXIX - 9947   |

|   |                     |
|---|---------------------|
| Clerk's Certificate of Service – dated 04/28/2017 .....   | Vol. LXXIX - 9955   |
| Clerk's Entry of Default (Genesis Golf Builders) – filed 08/15/2013 .....   | Vol. III - 389      |
| Clerk's Entry of Default (Genesis Golf Builders) – filed 11/01/2013 .....   | Vol. III - 433      |
| Clerk's Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013 .....   | Vol. III - 397      |
| Clerk's Entry of Default Against Amy Korengut – filed 12/10/2014.....   | Vol. XII - 1498     |
| Clerk's Entry of Default Against Bar K, Inc. – filed 02/03/2015 .....   | Vol. XXI - 2356     |
| Clerk's Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014 .....   | Vol. XII - 1518     |
| Clerk's Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 .....   | Vol. VII - 900      |
| Clerk's Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014 .....   | Vol. XII - 1511     |
| Clerk's Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015 .....   | Vol. XIII - 1636    |
| Clerk's Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014 .....  | Vol. XII - 1504     |
| Clerk's Entry of Default Against Netta Source, LLC – filed 12/10/2014 .....   | Vol. XII - 1530     |
| Clerk's Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014 .....   | Vol. XII - 1524     |
| Clerk's Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed<br>10/22/2014 .....   | Vol. VIII - 973     |
| Clerk's Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015   | Vol. XXIV - 2777    |
| Clerk's Entry of Default Against Timberline Investments, LLC – filed 01/06/2015 .....   | Vol. XIII - 1642    |
| Clerk's Record on Appeal.....   | Vol. I - 2          |
| Complaint – filed 10/13/2009 .....  | Vol. I - 172        |
| Complaint for Judicial Foreclosure – filed 11/19/2014 .....   | Vol. X - 1242       |
| Corrected Certificate of Mailing – filed 04/21/2017.....  | Vol. LXXVIII - 9823 |
| Cross-defendant, VP, Incorporated's Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC's<br>Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/01/2014..... | Vol. XI - 1377      |
| Declaration of Barney Ng in Support of Valiant Idaho, LLC's Reply to North Idaho Resorts, LLC's and VP,<br>Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015 .....      | Vol. XXXIII - 3906  |
| Declaration of Barney Ng in Support of Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 09/25/2015<br>.....   | Vol. XXXI - 3658    |
| Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed<br>05/20/2015 .....   | Vol. XXIII - 2627   |



Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 ..... Vol. XXV - 2926

Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 ..... Vol. XXVIII - 3301

Declaration of Chad M. Nicholson dated October 16, 2015 – filed 10/16/2015..... Vol. XXXII - 3870

Declaration of Chad M. Nicholson dated October 20, 2015 – filed 10/20/2015..... Vol. XXXIII - 3914

Declaration of Chad M. Nicholson in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014..... Vol. IV - 451

Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 ..... Vol. XXVIII - 3276

Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Reply Memoranda re: Motions *In Limine* – filed 12/28/2015 ..... Vol. XXXV - 4258

Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017..... Vol. LXXVIII - 9736

Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015..... Vol. XXV - 2959

Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 ..... Vol. XXVIII - 3280

Declaration of Daniel Keyes in Support of Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 ..... Vol. LXXI - 8801

Declaration of Daniel M. Keyes in Support of VP and NIR's Opposition to Valiant Idaho's Motion for Sanctions – filed 08/24/2016 ..... Vol. XLVIII - 5868

Declaration of Jason Davis, Bonner County Deputy Sheriff – filed 04/11/2017..... Vol. LXXVII - 9662

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 ..... Vol. VII - 884

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014..... Vol. VIII - 918

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 ..... Vol. XV - 1747

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated (Continued) – filed 01/20/2015..... Vol. XVI - 1884

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015..... Vol. XXI - 2342

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 ..... Vol. XXIII - 2612

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015..... Vol. I - 2751

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016..... Vol. XLVII - 5714

Declaration of Pamela Lemieux in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015..... Vol. XXIV - 2763

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Faxed copy filed 02/22/2017..... Vol. LXXI - 8841

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Original filed 02/23/2017..... Vol. LXXI - 8845

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXII - 8908

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXIII - 9044

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXIV - 9180

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXV - 9318

Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant, Idaho LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014 ..... Vol. V - 674

Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014 ..... Vol. VI - 674

Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014 ..... Vol. VIII - 933

Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 10/06/2014 ..... Vol. VIII - 946

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. – filed 04/29/2014 ..... Vol. IV - 498

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014..... Vol. XI - 1387

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014 ..... Vol. XI - 1399

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014 ..... Vol. XII - 1419

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014..... Vol. XII - 1434

|  |                     |
|--|---------------------|
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014 .....   | Vol. XII - 1449     |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014 .....                                  | Vol. XII - 1464     |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014 .....                                     | Vol. XII - 1479     |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014 .....                                 | Vol. XIII - 1601    |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motions <i>In Limine</i> – filed 12/15/2015  | Vol. XXXV - 4057    |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....   | Vol. XLII - 5058    |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....   | Vol. XLIII - 5190   |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016 .....   | Vol. LIV - 6573     |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016.....  | Vol. LX - 7442      |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....  | Vol. LXVII - 8279   |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....  | Vol. LXVIII - 8385  |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....  | Vol. LXIX - 8507    |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....  | Vol. LXX - 8634     |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....                          | Vol. LXXVII - 9696  |
| Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 .....                         | Vol. LXXVIII - 9802 |
| Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Memorandum Responses to VP, Inc.'s and JV, LLC's Objections and Motions to Disallow Memorandum of Costs and Attorney's Fees – filed 08/10/2016 .. | Vol. XLVI - 5591    |
| Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016 .....   | Vol. XLVII - 5685   |
| Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/04/2015 .....   | Vol. XXI - 2392     |
| Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Order of Sale – filed 08/04/2015..   | Vol. XXVI - 2987    |

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/26/2015 ..... Vol. XXIX - 3424

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 10/14/2015 ..... Vol. XXXII - 3828

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 .. Vol. LXX - 8756

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment (Continued) – filed 02/17/2017 ..... Vol. LXXI - 8770

Declaration of Richard Vilelli in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 ..... Vol. LXXV - 9394

Declaration of Richard Vilelli in Support of Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/18/2017 ..... Vol. LXXVIII - 9758

Declaration of Sally Mitchell in Support of Supplemental Memorandum Supporting Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016 ..... Vol. LX - 7392

Declaration of Steven B. Cordes, P.E., in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 ..... Vol. LXXVII - 9593

Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/13/2015 Vol. XXXII - 3791

Declaration of Weeks in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016..... Vol. XLVI - 5550

Declaration of William Haberman in Support of Valiant Idaho, LLC's Closing Argument – filed 03/14/2016 ..... Vol. XXXVII - 4471

Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 ..... Vol. LXXVI - 9455

Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 ..... Vol. LXXVII - 9573

Declaration of William Haberman in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 ..... Vol. LXXVII - 9703

Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 ..... Vol. LXXVIII - 9815

Decree of Foreclosure – filed 06/22/2016 ..... Vol. XL - 4910

Decree of Foreclosure – filed 07/20/2016..... Vol. XLIV - 5317

Decree of Foreclosure – filed 08/05/2015 ..... Vol. XXXVI - 3075

Decree of Foreclosure (Continued) – filed 06/22/2016 ..... Vol. XLI - 4940

|  |                    |
|--|--------------------|
| Decree of Foreclosure (Continued) – filed 07/20/2016 .....   | Vol. XLV - 5413    |
| Default Judgment (Genesis Golf Builders) – filed 08/15/2013.....   | Vol. III - 383     |
| Default Judgment (Genesis Golf Builders) – filed 08/29/2013 .....  | Vol. III - 402     |
| Default Judgment (Genesis Golf Builders) – filed 11/01/2013 .....  | Vol. III - 428     |
| Defendant North Idaho Resorts, LLC’s Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/04/2014 .....   | Vol. VI - 771      |
| Defendant VP, Inc.’s and NIR, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Sanctions – filed 08/24/2016 .....   | Vol. XLVIII - 5886 |
| Defendant VP, Incorporated’s Request for Extension of Time to Respond to Valiant Idaho, LLC’s Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party – filed 11/12/2014....                                   | Vol. X - 1153      |
| Defendants North Idaho Resorts and VP, Incorporated’s Motion for Judicial Notice of Barney Ng – filed 10/13/2015 .....   | Vol. XXXII - 3823  |
| Defendants North Idaho Resorts, LLC and VP Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment – filed 02/04/2015.....   | Vol. XXI - 2359    |
| Defendants North Idaho Resorts, LLC and VP Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 10/13/2015.....   | Vol. XXXII - 3810  |
| Defendants North Idaho Resorts, LLC and VP Incorporated’s Second Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/26/2015 .....   | Vol. XXIV - 2771   |
| Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/16/2015 .....  | Vol. XXXII - 3879  |
| Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Second Motion to Strike Inadmissible Evidence – filed 10/22/2015.....  | Vol. XXXIII - 3990 |
| Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Support of Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015 .....  | Vol. XXXIII - 3997 |
| Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/02/2015 .....  | Vol. XXII - 2516   |
| Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/11/2015 .....   | Vol. XXII - 2598   |
| Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Reply to Plaintiff’s Opposition to North Idaho Resorts, LLC and VP, Inc.’s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015 ..... | Vol. XXIV - 2799   |
| Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Reply to Plaintiff’s Opposition to North Idaho Resorts, LLC and VP, Inc.’s Renewed Motion for Reconsideration and Clarification – filed 10/13/2015 ..... | Vol. XXXI - 3746   |
| Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015 .....   | Vol. XXXIII - 3995 |
| Errata to Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/27/2015 .....   | Vol. XXIX - 3487   |

|  |                    |
|--|--------------------|
| Errata to Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/22/2015 .....                    | Vol. XXXIII - 3988 |
| Errata to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/15/2017 ..... | Vol. LXX - 8737    |
| Findings re: R.E. Loans, LLC's Motions for Summary Judgment Against ACI Northwest, Inc. – filed 07/21/2014 .                                     | Vol. V - 647       |
| Index .....  | Vol. I - 34        |
| Judgment – filed 06/22/2016 .....  | Vol. XXXVII - 4619 |
| Judgment – filed 07/21/2014 .....  | Vol. V - 653       |
| Judgment – filed 08/05/2015 .....  | Vol. XXVI - 3082   |
| Judgment (ACI Northwest, Inc.) – filed 02/18/2015 .....  | Vol. XXII - 2502   |
| Judgment (Continued) – filed 06/22/2016 .....  | Vol. XL - 4806     |
| Judgment (Continued) – filed 06/22/2016 .....  | Vol. XXXIX - 4693  |
| Judgment (Dismissal of JV, LLC's Third Party Complaint Against Idaho Club Homeowner's Association, Inc.) – filed 01/15/2015 .....                | Vol. XIV - 1694    |
| Judgment (Pucci Construction, Inc.) – filed 02/18/2015 .....   | Vol. XXII - 2499   |
| Judgment re: Costs and Attorneys' Fees – filed 08/22/2016 .....  | Vol. XLVIII - 5844 |
| Judgment re: Rule 11 Sanctions – filed 12/06/2016 .....  | Vol. LX - 7462     |
| JV, LLC's Amended Exhibit List and Documents – filed 12/22/2015 .....  | Vol. XXXV - 4205   |
| JV, LLC's Correction to its Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/25/2016                            | Vol. XLVIII - 5920 |
| JV, LLC's Defendants Trial Exhibit – filed 08/11/2015 .....  | Vol. XXVI - 3088   |
| JV, LLC's First Supplemental Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/27/2015 .....               | Vol. XXII - 2505   |
| JV, LLC's Fourth Amended Exhibit List and Documents – filed 03/11/2016 .....   | Vol. XXXVII - 4418 |
| JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/02/2015 .....                                  | Vol. XIX - 2076    |
| JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment (Continued) – filed 02/02/2015 .....                      | Vol. XX - 2210     |
| JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 11/02/2016 .....           | Vol. LIX - 7311    |
| JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/14/2017 .....           | Vol. LXX - 8709    |

JV, LLC's Motion to Alter, Amend and Reconsider re: 1. Memorandum Decision and Order 2. Judgment 3. Decree of Foreclosure 4. Order of Sale, and JV, LLC's Memorandum in Support and Request for Hearing – filed 08/02/2016 Vol. XLV - 5521

JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 and Request for Oral Argument Time/Date for a Hearing; Not Yet to be Set – filed 04/28/2015 ..... Vol. XXII - 2579

JV, LLC's Motion to Alter, Amend, and Reconsider the Court's Memorandum Decision and Order re: JV, LLC's Motions to Reconsider, and JV, LLC's Motion for Partial Summary Judgment for Affirmative Relief Concerning JV, LLC's Redemption Deed and as to Valiant's Redemption Deed; and Request for Hearing – filed 07/30/2015 Vol. XXV - 2967

JV, LLC's Motion to Reconsider, Alter, and Amend the Judgment [Rule 11 (b) and Rule 52 (b)]; and Request for Hearing – filed 08/18/2015 ..... Vol. XXVI - 3095

JV, LLC's Motion to Strike the Declaration of William Haberman – filed 04/18/2016..... Vol. XXXVII - 4476

JV, LLC's Motion to Vacate Valiant's Hearing Date of February 18, 2015 on its Motion for Summary Judgment, Request for Continuance and Request for Hearing on Short Notice – filed 02/02/2015 ..... Vol. XX - 2331

JV, LLC's Objection and Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment and JV, LLC's Motion to Strike Valiant's Third Motion for Summary Judgment and Notice of Hearing for October 23, 2015 at 1:30 p.m. – filed 10/13/2015..... Vol. XXXII - 3748

JV, LLC's Objection and Motion to Disallow Valiant's Memorandum of Fees and Costs – filed 07/18/2016 Vol. XLIV - 5306

JV, LLC's Objection to Clerk's Record and motion to Correct and Make Additions to Clerk's Record – filed 05/04/2017 ..... Vol. LXXIX - 9907

JV, LLC's Objection to Entry of Final Judgment – as Drafted by Valiant; and Request for a Hearing – filed 07/07/2015 ..... Vol. XXIV - 2847

JV, LLC's Objection to Valiant's Motion for Relief from Automatic Stay and Memorandum in Support – filed 09/26/2016..... Vol. LIV - 6589

JV, LLC's Objection to Valiant's Motion *In Limine* – filed 12/23/2015 ..... Vol. XXXV - 4233

JV, LLC's Post Trial Memorandum and Argument – filed 05/12/2016 ..... Vol. XXXVII - 4489

JV, LLC's Proposed Judgment and Decree of Foreclosure and JV, LLC's Request for Additional Time of at Least 14 Days – filed 07/15/2016..... Vol. XLIII - 5274

JV, LLC's Request for Clerk's Minutes and Reporter's Typed Transcript of Entire Proceeding Including the District Court's Remarks and Rulings in Open Court on September 2, 2015 – filed 09/08/2015 ..... Vol. XXX - 3533

JV, LLC's Response to Valiant's Most Recent "Filings" and JV, LLC's Objection Thereto – filed 10/21/2015 ..... Vol. XXXIII - 3972

JV, LLC's Response to Valiant's Motion to Strike Inadmissible Evidence – filed 10/19/2015 ..... Vol. XXXIII - 3884

JV, LLC's Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/24/2016 ..... Vol. XLVIII - 5847

JV, LLC's Second Amended Exhibit List and Documents – filed 01/22/2016 ..... Vol. XXXVI - 4363

JV, LLC's Special Appearance Contesting Jurisdiction; and JV, LLC's Answer to Complaint; and JV, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure; and JV, LLC's Cross-claim; and JV, LLC's Third Party Complaint – filed 09/15/2014 ..... Vol. VII - 784

JV, LLC's Third Amended Exhibit List and Documents – filed 01/26/2016 ..... Vol. XXXVI - 4404

JV, LLC's Third Party Claim (Idaho Code 11-203) – filed 11/02/2016 ..... Vol. LX - 7341

JV, LLC's Trial Memorandum – filed 01/22/2016 ..... Vol. XXXVI - 4316

JV's Affidavit of James W. Berry Opposing Valiant's Motion for Summary Judgment – filed 02/02/2015...Vol. XX - 2323

JV's Objection, and Motion to Disallow Valiant's Memorandum of Attorney Costs and Fees – filed 12/02/2016 Vol. LX - 7447

JV's Reply to Valiant's Memorandum in Opposition to JV's Motion filed on 07/21/2015, and Motions to Strike – filed 08/31/2015 ..... Vol. XXIX - 3499

JV's Supplemental Motion to Alter, Amend, Set Aside the Judgment, Based on Valiant's Motions to Change the Order of Sale and Change the Decree of Foreclosure Pursuant to Rules 11 (b); 52 (b) and Rule 60 and Notice of Hearing – filed 08/26/2015 ..... Vol. XXIX - 3386

Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 04/14/2015 ..... Vol. XXII - 2560

Memorandum Decision & Order re: Motions Heard on October 23, 2015 – filed 10/30/2015 ..... Vol. XXXIII - 4000

Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider – filed 08/16/2016 ..... Vol. XLVII - 5793

Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider (Continued) – filed 08/16/2016 ..... Vol. XLVIII - 5815

Memorandum Decision and Order Granting in Part Reconsideration of the July 21, 2015 Memorandum Decision & Order – filed 09/04/2015 ..... Vol. XXX - 3527

Memorandum Decision and Order Granting Motion for Entry of Final Judgment – filed 06/23/2015 ..... Vol. XXIV - 2791

Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 10/07/2016 ..... Vol. LIX - 7230

Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/06/2017 Vol. LXXV - 9341

Memorandum Decision and Order re: 1) JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated's Motions to Reconsider 2) Valiant's Request for Entry of Proposed Final Judgment and Decree of Foreclosure and Sale – filed 07/21/2015 ..... Vol. XXIV - 2856

Memorandum Decision and Order re: Court Trial held on January 28 and 29, and March 16 and 17, 2016 – filed 05/27/2016 ..... Vol. XXXVII - 4589

Memorandum Decision Order Awarding Costs and Attorney's Fees to Valiant Idaho, LLC – filed 08/22/2016 ..... Vol. XLVIII - 5829



Memorandum Decision Order Denying Valiant Idaho, LLC's Motion for Sanctions – filed 08/29/2016.....Vol. XLVIII - 5925

Memorandum Decision Order Denying VP, Inc.'s Motion for New Trial – filed 08/25/2016.....Vol. XLVIII - 5906

Memorandum Decision Order Granting Valiant Idaho, LLC's Motion for Sanctions – filed 11/14/2016 . Vol. LX - 7402

Memorandum Decision re: Valiant Idaho, LLC's Motion to Clarify – filed 04/27/2017..... Vol. LXXIX - 9861

Memorandum in Opposition to Defendant JV, LLC's Motion to Vacate Valiant's Hearing on October 23, 2015 – filed 10/20/2015 ..... Vol. XXXIII - 3900

Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 – filed 07/06/2015 ..... Vol. XXIV - 2820

Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider filed 08/18/2015 – filed 08/25/2015 ..... Vol. XXVIII - 3367

Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order dated July 21, 2015 – filed 08/26/2015 ..... Vol. XXVIII - 3376

Memorandum in Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015 ..... Vol. XXIV - 2804

Memorandum in Opposition to VP, Incorporated's Motion to Dismiss Third Party Complaint or, in the Alternative, Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014 ..... Vol. VIII - 982

Memorandum in Reply to Defendant JV, LLC's Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015 ..... Vol. XXXIII - 3892

Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 ..... Vol. XXII - 2519

Memorandum in Reply to North Idaho Resorts, Inc. and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015..... Vol. XXXIII - 3924

Memorandum in Reply to North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 ..... Vol. XXII - 2547

Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/22/2017 ..... Vol. LXXI - 8827

Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/23/2017 ..... Vol. LXXV - 9328

Memorandum in Reply to: (1) JV, LLC's Objection; and (2) VP, Inc. and North Idaho Resorts, LLC's Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/29/2016 ..... Vol. LIV - 6603

Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 ..... Vol. LXXV - 9388

Memorandum in Support of Motion to Dissolve Temporary Restraining Order – filed 04/14/2017. Vol. LXXVIII - 9716

Memorandum in Support of R.E. Loans, LLC's Motion to Lift Automatic Stay (Mortgage Fund '08 LLC) – filed 06/26/2013 ..... Vol. III - 339

Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 06/16/2015..... Vol. XXIV - 2783

Memorandum in Support of Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/03/2016 ..... Vol. LX - 7364

Memorandum in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 Vol. XXV - 2912

Memorandum in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 ... Vol. XXII - 2605

Memorandum in Support of Valiant Idaho, LLC's Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014 ..... Vol. XI - 1371

Memorandum in Support of Valiant Idaho, LLC's Motion for Order of Sale of Real Property – filed 06/22/2016 .... Vol. XLI - 4997

Memorandum in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016 Vol. LIV - 6566

Memorandum in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 ..... Vol. XIV - 1725

Memorandum in Support of Valiant Idaho, LLC's Motion *In Limine* re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015 ..... Vol. XXXIV - 4036

Memorandum in Support of Valiant Idaho, LLC's Motion *In Limine* re: North Idaho Resorts, LLC and VP, Inc.(Continued) – filed 12/15/2015..... Vol. XXXV - 4036

Memorandum in Support of Valiant Idaho, LLC's Motion *In Limine* re: JV, LLC – filed 12/15/2015..... Vol. XXXV - 4051

Memorandum in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 ..... Vol. XXVIII - 3253

Memorandum in Support of Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015 ..... Vol. XXVII - 3244

Memorandum in Support of Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 ..... Vol. LXXV - 9402

Memorandum in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 ..... Vol. LXVII - 8271

Memorandum in Support of Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015 ..... Vol. XXXI - 3737

Memorandum in Support of Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 ..... Vol. XXXIII - 3945

Memorandum in Support of Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 09/25/2015 Vol. XXXI - 3627

Memorandum in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016..... Vol. XLV - 5546

**Memorandum in Support of VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/04/2016** ..... Vol. XLVI - 5555

**Memorandum in Support of VP, Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016** . Vol. XXXVII - 4484

**Motion for Enlargement of Time to File North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015** ..... Vol. XXXIII - 3986

**Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014** ..... Vol. VIII - 977

**Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017** ..... Vol. LXXV - 9386

**Motion for Reconsideration and Clarification – filed 04/29/2015** ..... Vol. XXII - 2596

**Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016** ..... Vol. XLVI - 5682

**Motion to Dissolve Temporary Restraining Order – filed 04/13/2017** ..... Vol. LXXVIII - 9714

**Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017** ..... Vol. LXXVIII - 9733

**Motion to Shorten Time to Have Heard Valiant Idaho, LLC's (1) Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016** ..... Vol. LX - 7369

**Motion to Shorten Time to Have Heard Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015** ..... Vol. XXXIII - 3911

**Motion to Strike Memoranda and Declarations/Affidavits in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment or, in the Alternative, Motion for Extension of Time to File Reply Memoranda – filed 10/16/2015** ..... Vol. XXXII - 3864

**Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014** ..... Vol. VIII - 928

**Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co, as the Real Party in Interest – filed 10/06/2014** ..... Vol. VIII - 941

**Motion to Substitute Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014** ..... Vol. V - 656

**Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014** ..... Vol. V - 670

**North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Opposition to Valiant Idaho's Motion to Amend Degree of Foreclosure and Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/26/2015** . Vol. XXIX - 3413

**North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015** ..... Vol. XXVII - 3116

**North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015** ..... Vol. XXVII - 3114

|   |                     |
|---|---------------------|
| North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015 .....                         | Vol. XXXIII - 3982  |
| North Idaho Resorts, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/19/2014 .....                     | Vol. VII - 860      |
| North Idaho Resorts, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013 .....   | Vol. III - 407      |
| Notice of Amended Appeal (NIR, LLC) – filed 10/06/2016 .....  | Vol. LVII - 7031    |
| Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016 .....  | Vol. LVIII - 7071   |
| Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016 .....  | Vol. LIX - 7212     |
| Notice of Appeal (NIR) – filed 09/09/2016 .....   | Vol. II - 5941      |
| Notice of Appeal (NIR) (Continued) – filed 09/09/2016 .....   | Vol. L - 6041       |
| Notice of Appeal (VP, Inc.) – filed 10/06/2016 .....  | Vol. LVI - 6828     |
| Notice of Appeal (VP, Inc.) (Continued) – filed 10/06/2016 .....  | Vol. LVII - 6932    |
| Notice of Appeal by JV, LLC – filed 09/20/2016.....   | Vol. LI - 6137      |
| Notice of Appeal by JV, LLC (Continued) – filed 09/20/2016 .....  | Vol. LII - 6267     |
| Notice of Appearance – filed 09/29/2011 .....   | Vol. II - 290       |
| Notice of Appearance – filed 10/14/2010 .....   | Vol. II - 233       |
| Notice of Change of Firm Affiliation – filed 07/18/2014 .....   | Vol. V - 643        |
| Notice of Denial of Oral Argument for Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/23/2016 .....   | Vol. LIV - 6578     |
| Notice of Filing Proposed Order – filed 04/26/2017 .....  | Vol. LXXVIII - 9838 |
| Notice of Hearing – filed 11/03/2016.....   | Vol. LX - 7357      |
| Notice of Hearing on North Idaho Resorts, LLC and VP, Inc.'s Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017 .....          | Vol. LXXVIII - 9836 |
| Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....                      | Vol. XVIII - 2070   |
| Notice of Hearing on Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....                                      | Vol. XXVIII - 3329  |
| Notice of Hearing on Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 ..... | Vol. LXXV - 9409    |
| Notice of Levy (268811) – filed 10/31/2016 .....  | Vol. LIX - 7283     |
| Notice of Levy (268813) – filed 10/31/2016 .....  | Vol. LIX - 7291     |
| Notice of Levy (268815) – filed 10/31/2016 .....  | Vol. LIX - 7300     |

|   |                     |
|---|---------------------|
| Notice of Levy Under Writ of Execution – filed 09/21/2016 .....   | Vol. LIII - 6508    |
| Notice of Levy Under Writ of Execution – filed 12/22/2016 .....   | Vol. LXII - 7657    |
| Notice of Sheriff’s Sale – filed 09/21/2016 .....   | Vol. LIV - 6531     |
| Notice of Sheriff’s Sale – filed 12/22/2016 .....   | Vol. LXIII - 7715   |
| Notice of Sheriff’s Sale (268812) – filed 10/31/2016.....   | Vol. LIX - 7288     |
| Notice of Sheriff’s Sale (268814) – filed 10/31/2016.....   | Vol. LIX - 7297     |
| Notice of Sheriff’s Sale (268816) – filed 10/31/2016.....   | Vol. LIX - 7306     |
| Notice of Special Appearance – filed 08/21/2015 .....   | Vol. XXVIII - 3334  |
| Notice re: Proposed Judgment (as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC) –<br>filed 09/17/2015.....   | Vol. XXX - 3545     |
| Notice to Counsel – filed 04/06/2017 .....  | Vol. LXXVI - 9453   |
| Objection to Lodged Record and Objection to Certificate of Mailing of Clerk’s Record – filed 04/25/2017 .....   | Vol. LXXVIII - 9825 |
| Objection to Lodged Record and Objection to Certificate of Mailing of Clerk’s Record – filed 04/26/2017   | Vol. LXXIX - 9844   |
| Objection to Motion for an Order of Sale of Real Property – filed 08/04/2015 .....  | Vol. XXV - 2981     |
| Objection to Proposed Final Judgment – filed 07/07/2015 .....   | Vol. XXIV - 2844    |
| Objection to Valiant Idaho’s Second Motion for an Order of Sale of Real Property – filed 06/29/2016 .....   | Vol. XLI - 5015     |
| Order Denying JV, LLC’s Request for Oral Argument – filed 08/03/2016.....   | Vol. XLV - 5540     |
| Order Denying Motions to Strike – filed 04/27/2016 .....  | Vol. XXXVII - 4487  |
| Order Denying VP, Inc.’s Request for Oral Argument on Motion to Alter, Amend and Reconsider – filed 08/04/2016<br>.....   | Vol. XLVI - 5575    |
| Order Denying VP, Incorporated’s Motion to Dismiss Third Party Complaint – filed 11/19/2014 .....   | Vol. X - 1174       |
| Order Dismissing all Claims with Prejudice against Interstate Concrete and Asphalt Company – filed 09/13/2012   | Vol. II - 330       |
| Order Dismissing R.C. Worst & Company, and All Claims, Counterclaims, and Cross Claims thereof Pursuant to Oral<br>Offer of Resolution Advanced to the Court on May 28, 2014..... | Vol. V - 636        |
| Order Extending the Temporary Restraining Order Against VP, Incorporated – filed 04/20/2017...  | Vol. LXXVIII - 9819 |
| Order for Entry of Default (Genesis Golf Builders) – filed 08/15/2013 .....   | Vol. III - 386      |
| Order for Entry of Default (Genesis Golf Builders) – filed 11/01/2013 .....   | Vol. III - 423      |
| Order for Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013 .....   | Vol. III - 392      |

|  |                     |
|--|---------------------|
| Order for Entry of Default Against Amy Korengut – filed 12/10/2014.....  | Vol. XII - 1495     |
| Order for Entry of Default Against Bar K, Inc. – filed 02/03/2015 .....  | Vol. XXI - 2353     |
| Order for Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014 .....  | Vol. XII - 1515     |
| Order for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 .....  | Vol. VII - 896      |
| Order for Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014 .....  | Vol. XII - 1507     |
| Order for Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015 .....  | Vol. XIII - 1633    |
| Order for Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014 .....   | Vol. XII - 1501     |
| Order for Entry of Default Against Netta Source, LLC – filed 12/10/2014 .....  | Vol. XII - 1527     |
| Order for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/21/2014.....  | Vol. VIII - 969     |
| Order for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015 ...  | Vol. XXIV - 2773    |
| Order for Entry of Default Against Timberline Investments, LLC – filed 01/06/2015 .....  | Vol. XIII - 1639    |
| Order Granting Appellant JV, LLC’s Objection to Clerk’s Record and Motion to Make Additions to Clerk’s Record – filed 05/05/2017.....  | Vol. LXXIX - 9928   |
| Order Granting Appellants VP, Incorporated’s and North Idaho Resorts, LLC’s Objections to Lodged Record and Objections to Certificate of Mailing – filed 05/01/2017.....   | Vol. LXXIX - 9879   |
| Order Granting Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/03/2014 ..... | Vol. XI - 1379      |
| Order Granting Defendant Wells Fargo’s Motion to Dismiss with Prejudice – filed 03/16/2012 .....   | Vol. II - 312       |
| Order Granting Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/12/2015                           | Vol. XXII - 2557    |
| Order Granting Injunction – filed 04/28/2017 .....   | Vol. LXXIX - 9871   |
| Order Granting Leave for Withdrawal of Attorney – filed 05/18/2011 .....   | Vol. II - 260       |
| Order Granting Motion to Enlarge Time to Respond to VP, Incorporated’s Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....  | Vol. LXXVIII - 9742 |
| Order Granting R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 08/12/2013  | Vol. III - 374      |
| Order Granting R.E. Loans, LLC’s Request to Lift Automatic Stay – filed 08/24/2012.....  | Vol. II - 325       |
| Order Granting Respondent Valiant Idaho, LLC’s Objection to the Consolidated Clerk’s Record on Appeal – filed 05/03/2017 .....   | Vol. LXXIX - 9900   |
| Order Granting Valiant Idaho, LLC Leave to Amend Answer to Allege a Counterclaim and Cross-Claim – filed 11/19/2014 .....  | Vol. X - 1164       |

Order Granting Valiant Idaho, LLC Leave to Serve its Third Party Complaint – filed 11/19/2014 ..... Vol. X - 1160

Order Imposing Rule 11 Sanctions – filed 12/06/2016.....Vol. LX - 7458

Order of Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014 ..... Vol. XII - 1521

Order of Reassignment – filed 10/09/2014 ..... Vol. VIII - 963

Order on Stipulation to Entry of Judgment Against Charles W. Reeves and Ann B. Reeves – filed 11/20/2014 ... Vol. XI - 1317

Order on Stipulation to Entry of Judgment Against Dan S. Jacobson, Sage Holdings LLC and Steven G. Lazar – filed 01/06/2015 ..... Vol. XIII - 1645

Order on Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014 Vol. XIII - 1576

Order on Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/15/2015 . Vol. XIV - 1700

Order on Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/06/2015 ..... Vol. XXII - 2473

Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/20/2014 ..... Vol. XI - 1276

Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/20/2014 Vol. XI - 1296

Order on Valiant Idaho, LLC’s Application for an Extension to Respond to VP, Incorporated’s Motion for Order Allowing Use and Access of Parcels 1 and 2 – filed 03/28/2017 ..... Vol. LXXV - 9421

Order on Valiant Idaho, LLC’s Motion for a Temporary Restraining Order Against VP, Incorporated – filed 04/13/2017 Vol. LXXVII - 9707

Order on Valiant Idaho, LLC’s Motion for an Injunction Against VP, Incorporated – filed 04/26/2017..... Vol. LXXIX - 9853

Order Partially Vacating the Court’s May 1, 2017 Order Granting NIR’s and VP’s Objection to Lodged Record – filed 05/03/2017 ..... Vol. LXXIX - 9904

Order re: JV, LLC’s Motion and Application for Stay of Execution Upon Posting a Cash Deposit – filed 02/21/2017 ..... Vol. LXXI - 8822

Order re: JV, LLC’s Third Party Claim and Motion for Stay of Execution – filed 11/04/2016 ..... Vol. LX - 7399

Order re: Proposed Judgment and Proposed Decree of Foreclosure – filed 07/18/2016 ..... Vol. XLIII - 5303

Order re: Sale of Real Property – filed 07/14/2016 ..... Vol. XLIII - 5270

Order re: Valiant Idaho LLC’s Motions *In Limine* – filed 12/29/2015 ..... Vol. XXXV - 4266

Order Regarding Disqualification of Judge – filed 10/06/2014..... Vol. VIII - 953

Order Requesting Response Brief from Valiant Idaho, LLC – filed 03/27/2017 ..... Vol. LXXV - 9413

Order Requiring Submissions – filed 07/14/2016.....Vol. XLIII - 5264

|   |                     |
|---|---------------------|
| Order Setting Trial and Pretrial Order – filed 09/03/2015 .....   | Vol. XXX - 3521     |
| Order Settling Trial and Pretrial Order – filed 11/20/2014 .....  | Vol. X - 1270       |
| Order Shortening Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016 ..... | Vol. LX - 7372      |
| Order Substituting Valiant Idaho, LLC in Place of Mortgage Fund ’08 LLC as the Real Party in Interest – filed 11/19/2014 .....  | Vol. X - 1171       |
| Order Substituting Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 11/19/2014   | Vol. X - 1168       |
| Order Substituting Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 08/07/2014 .....  | Vol. V - 667        |
| Order Substituting Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/12/2014 .....   | Vol. VI - 781       |
| Order Vacating Decree of Foreclosure Entered on August 5, 2015 – filed 09/17/2015 .....   | Vol. XXX - 3549     |
| Order Vacating Decree of Foreclosure entered on June 22, 2016 – filed 07/14/2016 .....  | Vol. XLIII - 5268   |
| Order Vacating Judgment – filed 07/14/2016 .....  | Vol. XLIII - 5266   |
| Order Vacating Judgment Entered on August 5, 2015 – filed 09/17/2015 .....  | Vol. XXX - 3552     |
| R.C. Worst & Company, Inc.’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/14/2013 ....  | Vol. III - 378      |
| R.E. Loans, LLC’s Answer to Complaint – filed 04/21/2011.....   | Vol. II - 245       |
| R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014 .....  | Vol. III - 441      |
| R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014 .....   | Vol. IV - 491       |
| R.E. Loans, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013.....   | Vol. III - 362      |
| R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant ACI Northwest, Inc. – filed 04/29/2014 .....   | Vol. III - 438      |
| R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant R.C. Worst & Company, Inc. – filed 04/29/2014 .....  | Vol. IV - 488       |
| R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 06/26/2013 .....  | Vol. II - 336       |
| R.E. Loans, LLC’s Request to Lift the Automatic Stay – filed 06/28/2012 .....   | Vol. II - 317       |
| Renewed Motion for Reconsideration and Clarification – filed 06/16/2015 .....   | Vol. XXIV - 2781    |
| Reply by R.E. Loans, LLC to Cross-claim by ACI Northwest, Inc. – filed 02/04/2011.....  | Vol. II - 237       |
| Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC’s Motion to Enforce Judgment – filed 04/17/2017 .....                           | Vol. LXXVIII - 9745 |



|  |                    |
|--|--------------------|
| Reply Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 07/07/2015 .....   | Vol. XXIV - 2837   |
| Reply Memorandum in Support of Valiant Idaho, LLC’s Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/28/2015.....  | Vol. XXXV - 4243   |
| Reply Memorandum in Support of Valiant Idaho, LLC’s Motion <i>In Limine</i> re: JV, LLC – filed 12/28/2015   | Vol. XXXV - 4253   |
| Reply Memorandum to Valiant’s Opposition to Motion for New Trial – filed 08/15/2016 .....  | Vol. XLVII - 5787  |
| Reply to Defendants North Idaho Resorts, LLC’s and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/21/2015 ..... | Vol. XXXIII - 3962 |
| Reply to JV, LLC’s Response to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/21/2015..  | Vol. XXXIII - 3955 |
| Request for Judicial Notice – filed 02/04/2015 .....   | Vol. XXI - 2372    |
| ROA Report for Case CV2009-1810 – printed May 10, 2017.....  | Vol. I - 65        |
| Second Subpoena Duces Tecum to First American Title Company – filed 09/18/2015.....  | Vol. XXX - 3620    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 1) – filed 12/22/2016 .....   | Vol. LXII - 7747   |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 10) – filed 12/22/2016 .....  | Vol. LXII - 7767   |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 100) – filed 12/22/2016 .....   | Vol. LXV - 8039    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 101) – filed 12/22/2016 .....   | Vol. LXV - 8042    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 102) – filed 12/22/2016 .....   | Vol. LXV - 8045    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 103) – filed 12/22/2016 .....   | Vol. LXV - 8048    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 104) – filed 12/22/2016 .....   | Vol. LXV - 8051    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 105) – filed 12/22/2016 .....   | Vol. LXV - 8054    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 106) – filed 12/22/2016 .....   | Vol. LXV - 8057    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 107) – filed 12/22/2016 .....   | Vol. LXV - 8060    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 108) – filed 12/22/2016 .....   | Vol. LXV - 8063    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 109) – filed 12/22/2016 .....   | Vol. LXV - 8066    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 11) – filed 12/22/2016 .....  | Vol. LXII - 7770   |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 110) – filed 12/22/2016 .....   | Vol. LXV - 8069    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 111) – filed 12/22/2016 .....   | Vol. LXV - 8072    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 112) – filed 12/22/2016 .....   | Vol. LXV - 8075    |
| Sheriff’s Certificate of Sale (Idaho Club – Parcel 113) – filed 12/22/2016 .....   | Vol. LXV - 8078    |

|  |                  |
|--|------------------|
| Sheriff's Certificate of Sale (Idaho Club – Parcel 114) – filed 12/22/2016 ..... | Vol. LXV - 8081  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 115) – filed 12/22/2016 ..... | Vol. LXV - 8084  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 116) – filed 12/22/2016 ..... | Vol. LXV - 8087  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 117) – filed 12/22/2016 ..... | Vol. LXV - 8090  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 118) – filed 12/22/2016 ..... | Vol. LXV - 8093  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 119) – filed 12/22/2016 ..... | Vol. LXV - 8097  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 12) – filed 12/22/2016 .....  | Vol. LXII - 7773 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 120) – filed 12/22/2016 ..... | Vol. LXV - 8100  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 122) – filed 12/22/2016 ..... | Vol. LXV - 8103  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 123) – filed 12/22/2016 ..... | Vol. LXV - 8106  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 124) – filed 12/22/2016 ..... | Vol. LXV - 8109  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 125) – filed 12/22/2016 ..... | Vol. LXV - 8112  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 126) – filed 12/22/2016 ..... | Vol. LXV - 8115  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 127) – filed 12/22/2016 ..... | Vol. LXV - 8118  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 128) – filed 12/22/2016 ..... | Vol. LXV - 8121  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 129) – filed 12/22/2016 ..... | Vol. LXVI - 8124 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 13) – filed 12/22/2016 .....  | Vol. LXII - 7776 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 130) – filed 12/22/2016 ..... | Vol. LXVI - 8127 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 131) – filed 12/22/2016 ..... | Vol. LXVI - 8130 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 132) – filed 12/22/2016 ..... | Vol. LXVI - 8133 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 133) – filed 12/22/2016 ..... | Vol. LXVI - 8136 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 134) – filed 12/22/2016 ..... | Vol. LXVI - 8139 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 135) – filed 12/22/2016 ..... | Vol. LXVI - 8142 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 136) – filed 12/22/2016 ..... | Vol. LXVI - 8145 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 137) – filed 12/22/2016 ..... | Vol. LXVI - 8148 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 138) – filed 12/22/2016 ..... | Vol. LXVI - 8151 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 139) – filed 12/22/2016 ..... | Vol. LXVI - 8154 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 14) – filed 12/22/2016 .....  | Vol. LXII - 7779 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 140) – filed 12/22/2016 ..... | Vol. LXVI - 8157 |

|  |                  |
|--|------------------|
| Sheriff's Certificate of Sale (Idaho Club – Parcel 141) – filed 12/22/2016 ..... | Vol. LXVI - 8160 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 142) – filed 12/22/2016 ..... | Vol. LXVI - 8163 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 143) – filed 12/22/2016 ..... | Vol. LXVI - 8166 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 144) – filed 12/22/2016 ..... | Vol. LXVI - 8169 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 145) – filed 12/22/2016 ..... | Vol. LXVI - 8172 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 146) – filed 12/22/2016 ..... | Vol. LXVI - 8175 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 147) – filed 12/22/2016 ..... | Vol. LXVI - 8178 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 148) – filed 12/22/2016 ..... | Vol. LXVI - 8181 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 149) – filed 12/22/2016 ..... | Vol. LXVI - 8184 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 15) – filed 12/22/2016 .....  | Vol. LXII - 7782 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 150) – filed 12/22/2016 ..... | Vol. LXVI - 8187 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 151) – filed 12/22/2016 ..... | Vol. LXVI - 8190 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 152) – filed 12/22/2016 ..... | Vol. LXVI - 8193 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 153) – filed 12/22/2016 ..... | Vol. LXVI - 8196 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 154) – filed 12/22/2016 ..... | Vol. LXVI - 8199 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 155) – filed 12/22/2016 ..... | Vol. LXVI - 8202 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 156) – filed 12/22/2016 ..... | Vol. LXVI - 8205 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 157) – filed 12/22/2016 ..... | Vol. LXVI - 8208 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 158) – filed 12/22/2016 ..... | Vol. LXVI - 8211 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 159) – filed 12/22/2016 ..... | Vol. LXVI - 8214 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 16) – filed 12/22/2016 .....  | Vol. LXII - 7785 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 163) – filed 12/22/2016 ..... | Vol. LXVI - 8219 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 17) – filed 12/22/2016 .....  | Vol. LXII - 7788 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 177) – filed 12/22/2016 ..... | Vol. LXVI - 8223 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 19) – filed 12/22/2016 .....  | Vol. LXII - 7791 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 2) – filed 12/22/2016 .....   | Vol. LXII - 7750 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 20) – filed 12/22/2016 .....  | Vol. LXII - 7795 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 21) – filed 12/22/2016 .....  | Vol. LXII - 7798 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 22) – filed 12/22/2016 .....  | Vol. LXII - 7801 |





|  |                  |
|--|------------------|
| Sheriff's Certificate of Sale (Idaho Club – Parcel 8) – filed 12/22/2016 .....                   | Vol. LXII - 7761 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 80) – filed 12/22/2016 .....                  | Vol. LXIV - 7978 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 81) – filed 12/22/2016 .....                  | Vol. LXIV - 7981 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 82) – filed 12/22/2016 .....                  | Vol. LXIV - 7984 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 83) – filed 12/22/2016 .....                  | Vol. LXV - 7987  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 84) – filed 12/22/2016 .....                  | Vol. LXV - 7990  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 85) – filed 12/22/2016 .....                  | Vol. LXV - 7993  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 86) – filed 12/22/2016 .....                  | Vol. LXV - 7996  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 87) – filed 12/22/2016 .....                  | Vol. LXV - 7999  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 88) – filed 12/22/2016 .....                  | Vol. LXV - 8002  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 89) – filed 12/22/2016 .....                  | Vol. LXV - 8005  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 9) – filed 12/22/2016 .....                   | Vol. LXII - 7764 |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 90) – filed 12/22/2016 .....                  | Vol. LXV - 8008  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 91) – filed 12/22/2016 .....                  | Vol. LXV - 8011  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 92) – filed 12/22/2016 .....                  | Vol. LXV - 8014  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 93) – filed 12/22/2016 .....                  | Vol. LXV - 8017  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 94) – filed 12/22/2016 .....                  | Vol. LXV - 8020  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 95) – filed 12/22/2016 .....                  | Vol. LXV - 8023  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 96) – filed 12/22/2016 .....                  | Vol. LXV - 8027  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 97) – filed 12/22/2016 .....                  | Vol. LXV - 8030  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 98) – filed 12/22/2016 .....                  | Vol. LXV - 8033  |
| Sheriff's Certificate of Sale (Idaho Club – Parcel 99) – filed 12/22/2016 .....                  | Vol. LXV - 8036  |
| Sheriff's Certificate on Return of Service, Writ of Execution – filed 04/06/2017 .....           | Vol. LXXV - 9446 |
| Sheriff's Certificate on Return of Service, Writ of Execution (NIR) – filed 11/18/2016 .....     | Vol. LX - 7411   |
| Sheriff's Certificate on Return of Service, Writ of Execution (VP, Inc.)– filed 11/18/2016 ..... | Vol. LX - 7424   |
| Sheriff's Return on Sale – filed 12/22/2016 .....  | Vol. LXII - 7680 |
| Sheriff's Return on Writ of Execution – filed 12/22/2016 .....                                   | Vol. LXII - 7714 |
| Sheriff's Service on Writ of Execution – filed 09/21/2016 .....                                  | Vol. LIII - 6507 |

|  |                    |
|--|--------------------|
| Special Appearance on Behalf of Defendant Pensco Trust Co., Custodian FBO Barney Ng – filed 05/24/2010   | Vol. II - 201      |
| Stay Order (Mortgage Fund '08, LLC) – filed 09/29/2011   | Vol. II - 284      |
| Stay Order (R.E. Loans, LLC) – filed 09/29/2011  | Vol. II - 275      |
| Stipulation for Settlement and Dismissal of JV, LLC's Third Party Complaint Against Idaho Club Homeowner's Association, Inc. – filed 01/09/2015  | Vol. XIII - 1666   |
| Stipulation for Settlement and for Judgment as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC – filed 08/24/2015   | Vol. XXVIII - 3340 |
| Stipulation to Entry of Judgment Against Charles W. Reeves and Anna B. Reeves – filed 11/19/2014   | Vol. X - 1200      |
| Stipulation to Entry of Judgment Against Dan S. Jacobson; Sage Holdings, LLC; and Steven G. Lazar – filed 01/02/2015   | Vol. XIII - 1611   |
| Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014  | Vol. XIII - 1555   |
| Stipulation to Entry of Judgment Against Idaho Club Homeowner's Association, Inc. – filed 01/12/2015   | Vol. XIII - 1673   |
| Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/04/2015   | Vol. XXI - 2452    |
| Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/19/2014   | Vol. X - 1178      |
| Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/19/2014   | Vol. X - 1221      |
| Subpoena Duces Tecum to First American Tile Company – filed 09/18/2015   | Vol. XXX - 3555    |
| Substitution of Counsel – filed 08/29/2011   | Vol. II - 264      |
| Summons on Third Party Complaint brought by Third Party Plaintiff Valiant Idaho, LLC [Pend Oreille Bonner Development Holdings, Inc.] – filed 09/03/2014                                 | Vol. VI - 768      |
| Supplemental Declaration of Jeff R. Sykes in Support of Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 | Vol. XXII - 2528   |
| Supplemental Memorandum in Support of Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016    | Vol. LX - 7387     |
| Supreme Court Order re: 44583 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016  | Vol. I - 166       |
| Supreme Court Order re: 44584 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016  | Vol. I - 168       |
| Supreme Court Order re: 44585 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016  | Vol. I - 170       |
| Table of Contents  | Vol. I - 3         |
| Third Party Defendant Idaho Club Homeowner's Association, Inc.'s Motion and Memorandum to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014                     | Vol. VIII - 996    |
| Third Party Defendant Panhandle Management, Incorporated's Motion and Memorandum to Dismiss Claims Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014                          | Vol. VIII - 1006   |

|   |                     |
|---|---------------------|
| Title Page .....  | Vol. I - 1          |
| Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 10/20/2016 .....  | Vol. I - 7279       |
| Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 01/30/2017 .....  | Vol. LXVII - 8254   |
| Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 03/28/2017 ..... | Vol. LXXV - 9418    |
| Valiant Idaho, LLC's Closing Argument – filed 03/14/2016 .....  | Vol. XXXVII - 4444  |
| Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 08/19/2014 .....  | Vol. VI - 739       |
| Valiant Idaho, LLC's Identification of Trial Exhibits – filed 01/14/2016 .....  | Vol. XXXVI - 4286   |
| Valiant Idaho, LLC's Identification of Trial Witnesses – filed 01/14/2016 .....   | Vol. XXXVI - 4294   |
| Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Motion to Alter, Amend, and Reconsider re: (1) Memorandum Decision and Order; (2) Judgment; (3) Decree of Foreclosure; and (4) Order of Sale – filed 08/10/2016 ..                                 | Vol. XLVI - 5584    |
| Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016 .....  | Vol. XLVII - 5728   |
| Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016   | Vol. XLVI - 5577    |
| Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion to Alter, Amend and Reconsider the Decree of Foreclosure and Judgment – filed 08/10/2016 .....   | Vol. XLVI - 5673    |
| Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/12/2017 .....                | Vol. LXXVII - 9665  |
| Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 .....   | Vol. LXXVIII - 9790 |
| Valiant Idaho, LLC's Memorandum in Reply to VP, Incorporated's Opposition to Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/03/2017  | Vol. LXXV - 9436    |
| Valiant Idaho, LLC's Memorandum in Response to VP, Inc.'s Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016 .....   | Vol. XLVII - 5746   |
| Valiant Idaho, LLC's Memorandum in Support of Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....   | Vol. LXXVII - 9686  |
| Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/11/2016 .....   | Vol. XLVII - 5770   |
| Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016 .....   | Vol. LX - 7378      |



|  |                    |
|--|--------------------|
| Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....  | Vol. XLI - 5019    |
| Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016...Vol. LX - 7438                                       |                    |
| Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/03/2016.....   | Vol. LX - 7361     |
| Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017.....              | Vol. LXXVII - 9683 |
| Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 .....   | Vol. XXV - 2880    |
| Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 06/22/2016 .....   | Vol. XLI - 4985    |
| Valiant Idaho, LLC's Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014 .....                        | Vol. XI - 1382     |
| Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014. Vol. VII - 879                        |                    |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014 ..... | Vol. VII - 913     |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014 .....                                   | Vol. XI - 1394     |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014.....                   | Vol. XII - 1414    |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014 .....          | Vol. XII - 1429    |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014 .....                              | Vol. XII - 1444    |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014 .....                     | Vol. XII - 1459    |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014.....                         | Vol. XII - 1474    |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014.....                     | Vol. XIII - 1596   |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015.....                                     | Vol. XX - 2337     |
| Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015.....         | Vol. XXIV - 2749   |
| Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015.....  | Vol. XXII - 2600   |
| Valiant Idaho, LLC's Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014 .....                              | Vol. XI - 1337     |
| Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016 .....  | Vol. LIV - 6562    |

|  |                     |
|--|---------------------|
| Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016 .....   | Vol. LX - 7375      |
| Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....  | Vol. XIV - 1720     |
| Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....   | Vol. XXXIV - 4034   |
| Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015 ....   | Vol. XXXIV - 4032   |
| Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....  | Vol. XXVII - 3249   |
| Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015 .....  | Vol. XXVII - 3240   |
| Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 .....   | Vol. LXXV - 9399    |
| Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....   | Vol. LXVII - 8268   |
| Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015 .....   | Vol. XXXI - 3733    |
| Valiant Idaho, LLC's Notice of Depost – filed 04/13/2017.....  | Vol. LXXVIII - 9711 |
| Valiant Idaho, LLC's Notice of Hearing on VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, etc. – filed 03/28/2017 .....  | Vol. LXXV - 9415    |
| Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/10/2014 .....   | Vol. VI - 776       |
| Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/25/2014 .....   | Vol. VII - 874      |
| Valiant Idaho, LLC's Notice of Intent to Take Default – filed 10/03/2014 .....   | Vol. VII - 911      |
| Valiant Idaho, LLC's Notice of Intent to Take Default – filed 12/08/2014 .....   | Vol. XII - 1489     |
| Valiant Idaho, LLC's Notice of Non-Objection to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit, and Errata Thereto – filed 02/16/2017 .....  | Vol. LXX - 8743     |
| Valiant Idaho, LLC's Notice of Objection to the Consolidated Clerk's Record on Appeal – filed 05/02/2017.....  | Vol. LXXIX - 9883   |
| Valiant Idaho, LLC's Objection to JV, LLC's Proposed Judgment Submitted 09/10/2015 (As Between Defendants JV, LLC and North Idaho Resorts, LLC/VP Incorporated) – filed 09/16/2015 .....   | Vol. XXX - 3538     |
| Valiant Idaho, LLC's Objections and Opposition to North Idaho Resorts, LLC and VP, Incorporated's Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/01/2015 .....   | Vol. XXXI - 3721    |
| Valiant Idaho, LLC's Reply to: (1) JV LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure; and (2) JV LLC's Cross-claim and Third Party Complaint – filed 12/15/2014 ..... | Vol. XII - 1541     |
| Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 09/23/2016 .....   | Vol. LIV - 6581     |
| Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/07/2016 .....   | Vol. LIX - 7238     |
| Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/20/2016 .....   | Vol. LIX - 7268     |

|   |                     |
|---|---------------------|
| Valiant Idaho, LLC's Response and Objections to JV, LLC's Post-trial Memorandum and Argument – filed 05/26/2016 .....   | Vol. XXXVII - 4574  |
| Valiant Idaho, LLC's Response and Rebuttal to VP, Inc.'s Closing Argument – filed 05/26/2016  | Vol. XXXVIII - 4551 |
| Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 .....   | Vol. XXXIII - 3940  |
| Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 09/25/2015 .....   | Vol. XXX - 3623     |
| Valiant Idaho, LLC's Trial Brief – filed 01/21/2016 .....   | Vol. XXXVI - 4306   |
| Valiant Idaho, LLC's Trial Brief – filed 01/25/2016 .....   | Vol. XXXVI - 4394   |
| VP Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016 .....   | Vol. XXXVII - 4482  |
| VP Incorporated's Answer to JV, LLC's Cross-Claim – filed 08/21/2015 .....  | Vol. XXVIII - 3337  |
| VP, Inc. and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/28/2016.....  | Vol. LIV - 6597     |
| VP, Inc.'s Amended Exhibit List – filed 01/15/2016.....   | Vol. XXXVI - 4298   |
| VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/08/2016 .....  | Vol. XXXV - 4269    |
| VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/11/2016 .....  | Vol. XXXV - 4273    |
| VP, Inc.'s and North Idaho Resorts, LLC's Response to Valiant's Motion <i>In Limine</i> – filed 12/22/2015 .....  | Vol. XXXV - 4221    |
| VP, Inc.'s Exhibit List – filed 01/14/2016 .....  | Vol. XXXVI - 4278   |
| VP, Inc.'s Expert Witness Disclosure – filed 11/27/2015 .....   | Vol. XXXIV - 4020   |
| VP, Inc.'s Lay Witness Disclosure – filed 11/27/2015 .....  | Vol. XXXIV - 4024   |
| VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 ...   | Vol. LXX - 8746     |
| VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order and Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/29/2017 ..... | Vol. LXXV - 9424    |
| VP, Inc.'s Motion for a New Trial – filed 08/03/2016.....   | Vol. XLV - 5542     |
| VP, Inc.'s Motion for New Trial – filed 08/03/2016 .....  | Vol. XLV - 5544     |
| VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/03/2016 ....  | Vol. XLVI - 5553    |
| VP, Inc.'s Motion to Amend Answer to Assert an Affirmative Defense – filed 01/27/2016 .....   | Vol. XXXVII - 4413  |
| VP, Inc.'s Opposition to Valiant Idaho's Memorandum of Costs and Attorney Fees – filed 07/20/2016 .....   | Vol. XLV - 5503     |
| VP, Inc.'s Supplemental Expert Witness Disclosure – filed 12/04/2015 .....  | Vol. XXXIV - 4027   |
| VP, Incorporated's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure – filed 12/11/2014 .....   | Vol. XII - 1533     |

|  |                    |
|--|--------------------|
| VP, Incorporated's Motion to Dismiss Third Party Complaint – filed 10/06/2014 .....  | Vol. VIII - 959    |
| VP, Incorporated's Reply on Motion to Dismiss Third Party Complaint and Response to Motion to Amend Pleadings – filed 11/14/2014 ..... | Vol. X - 1156      |
| VP's Closing Argument – filed 05/12/2016 .....   | Vol. XXXVII - 4535 |
| Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012 .....  | Vol. II - 298      |
| Withdrawal of Application for Stay - filed 11/22/2016 .....  | Vol. LX - 7436     |
| Writ of Assistance – filed 03/06/2017 .....  | Vol. LXXV - 9361   |
| Writ of Assistance – filed 04/11/2017 .....  | Vol. LXXVII - 9635 |
| Writ of Execution – filed 09/21/2016 .....   | Vol. LII - 6318    |
| Writ of Execution – filed 10/05/2016 .....   | Vol. LIV - 6611    |
| Writ of Execution – filed 12/22/2016 .....   | Vol. LXI - 7464    |
| Writ of Execution (Continued) – filed 09/21/2016 .....   | Vol. LIII - 6396   |
| Writ of Execution (Continued) – filed 10/05/2016 .....   | Vol. LV - 6667     |
| Writ of Execution (Continued) – filed 10/05/2016 .....   | Vol. LVI - 6801    |
| Writ of Execution (Continued) – filed 12/22/2016 .....   | Vol. LXII - 7594   |
| Writ of Execution Against JV, LLC – filed 01/09/2017 .....   | Vol. LXVI - 8232   |
| Writ of Execution Against JV, LLC – filed 04/06/2017 .....   | Vol. LXXVI - 9448  |
| Writ of Execution Against JV, LLC – filed 10/06/2016 .....   | Vol. LVI - 6814    |
| Writ of Execution Against JV, LLC for Boundary County – filed 01/30/2017 .....   | Vol. LXVII - 8262  |
| Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016 .....   | Vol. LIX - 7255    |
| Writ of Execution Against JV, LLC for Boundary County (268815) – filed 10/31/2016 .....  | Vol. LIX - 7303    |
| Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016 .....  | Vol. LVI - 6806    |
| Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016 .....  | Vol. LIX - 7260    |
| Writ of Execution Against North Idaho Resorts, LLC for Boundary County (268813) – filed 10/31/2016 .....                               | Vol. LIX - 7294    |
| Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 11/18/2016 .....  | Vol. LX - 7413     |
| Writ of Execution Against VP, Incorporated – filed 10/06/2016 .....  | Vol. LVI - 6822    |
| Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016 .....  | Vol. LIX - 7265    |
| Writ of Execution Against VP, Incorporated for Boundary County – filed 11/18/2016 .....  | Vol. LX - 7426     |
| Writ of Execution Against VP, Incorporated for Boundary County (268811) – filed 10/31/2016 .....                                       | Vol. LIX - 7285    |

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Chad M. Nicholson, ISB #7506  
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[nicholson@lawidaho.com](mailto:nicholson@lawidaho.com)

2014 AUG 16 PM 12 20  
CLERK OF COURT  
DEPUTY

Attorneys For Valiant Idaho, LLC

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

GENESIS GOLF BUILDERS, INC.,  
formerly known as National Golf  
Builders, Inc., a Nevada corporation,

Plaintiff,

vs.

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

Defendants.

Case No. CV-2009-1810

**DECLARATION OF  
RICHARD L. STACEY  
IN SUPPORT OF MOTION  
TO SUBSTITUTE  
VALIANT IDAHO, LLC IN PLACE  
OF WELLS FARGO  
CAPITAL FINANCE, LLC AS THE  
REAL PARTY IN INTEREST**

Honorable Michael J. Griffin

**Telephonic Hearing:  
September 8, 2014 – 4:30 p.m. PDST**

**DECLARATION OF RICHARD L. STACEY IN SUPPORT OF  
MOTION TO SUBSTITUTE VALIANT IDAHO, LLC  
IN PLACE OF WELLS FARGO CAPITAL FINANCE, LLC  
AS THE REAL PARTY IN INTEREST - Page 1**

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**ORIGINAL**

Pursuant to Rule 7(d) of the Idaho Rules of Civil Procedure and Idaho Code § 9-1406,

**Richard L. Stacey** declares as follows:

1. I am an attorney at law duly licensed to practice before this Court, and all Courts in the State of Idaho. I am a member of the law firm of McConnell Wagner Sykes & Stacey PLLC, attorneys for Valiant Idaho, LLC (“Valiant”), as the assignee of certain collateral loan documents reassigned by Wells Fargo Capital Finance, LLC (“Wells Fargo”) to R.E. Loans, LLC which, in turn, transferred and assigned them to Valiant. I make this Declaration in support of the Motion to Substitute [Valiant] in Place of [Wells Fargo] as the Real Party In Interest (“Motion”) filed concurrently and upon my personal knowledge.

2. As more particularly set forth in the Motion, Valiant has received an assignment of any right, title and interest that Wells Fargo had in and to the “Idaho Club Golf Course Development Project” in Sandpoint, Idaho.

3. Attached hereto as Exhibit 1 is a true and correct copy of the “Mortgage, Assignment of Rents, Security Agreement and Fixture Filing” recorded March 15, 2007, as Instrument Nos. 724829 and 729834 in the Official Records of Bonner County, Idaho.

4. Attached hereto as Exhibit 2 is a true and correct copy of the “Collateral Assignment of Mortgage and Loan Documents” recorded July 31, 2007, as Instrument No. 734027 in the Official Records of Bonner County, Idaho.


5. Attached hereto as Exhibit 3 is a true and correct copy of the “Reassignment of Collateral Assignment of Mortgage and Loan Documents” recorded July 7, 2014, as Instrument No. 861387 in the Official Records of Bonner County, Idaho.

**DECLARATION OF RICHARD L. STACEY IN SUPPORT OF  
MOTION TO SUBSTITUTE VALLANT IDAHO, LLC  
IN PLACE OF WELLS FARGO CAPITAL FINANCE, LLC  
AS THE REAL PARTY IN INTEREST - Page 2**  
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6. Attached hereto as Exhibit 4 is a true and correct copy of the "Assignment of Mortgage Note and Redemption Right" recorded July 7, 2014, as Instrument No. 861388 in the Official Records of Bonner County, Idaho.

**I HEREBY CERTIFY AND DECLARE**, under penalty of perjury pursuant to the laws of the State of Idaho, that the foregoing is true and correct.

**DATED** this 15<sup>th</sup> day of August 2014.

  
\_\_\_\_\_  
RICHARD L. STACEY

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on the 15<sup>th</sup> day of August 2014, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

|  |   |
|--|---|
| <p>Gary I. Amendola, Esq.<br/>                 Amendola Doty &amp; Brumley, PLLC<br/>                 702 North 4<sup>th</sup> Street<br/>                 Coeur d'Alene, Idaho 83814<br/>                 Telephone: 208.664.8225<br/>                 Facsimile: 208.765.1046<br/> <i>Counsel For T-O Engineers, Inc.</i></p>  | <p>[ <input checked="" type="checkbox"/> ] U.S. Mail<br/>                 [    ] Hand Delivered<br/>                 [    ] Facsimile<br/>                 [    ] Overnight Mail<br/>                 [    ] Electronic Mail<br/> <u><a href="mailto:gary@adbattorneys.com">gary@adbattorneys.com</a></u></p>       |
| <p>Bruce A. Anderson, Esq.<br/>                 Elsaesser Jarzabek Anderson Elliott &amp;<br/>                 MacDonald, Chtd<br/>                 320 East Neider Avenue, Suite 102<br/>                 Coeur d' Alene, Idaho 83815<br/>                 Telephone: 208.667.2900<br/>                 Facsimile: 208.667.2150<br/> <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p> | <p>[ <input checked="" type="checkbox"/> ] U.S. Mail<br/>                 [    ] Hand Delivered<br/>                 [    ] Facsimile<br/>                 [    ] Overnight Mail<br/>                 [    ] Electronic Mail<br/> <u><a href="mailto:brucea@ejame.com">brucea@ejame.com</a></u></p>                 |
| <p>Brent C. Featherston, Esq.<br/>                 Featherston Law Firm, Chtd<br/>                 113 South Second Avenue<br/>                 Sandpoint, Idaho 83864<br/>                 Telephone: 208.263.6866<br/>                 Facsimile: 208.263.0400<br/> <i>Counsel For Pensco/Mortgage Fund</i></p>  | <p>[ <input checked="" type="checkbox"/> ] U.S. Mail<br/>                 [    ] Hand Delivered<br/>                 [    ] Facsimile<br/>                 [    ] Overnight Mail<br/>                 [    ] Electronic Mail<br/> <u><a href="mailto:bcf@featherstonlaw.com">bcf@featherstonlaw.com</a></u></p>     |
| <p>Gary A. Finney, Esq.<br/>                 Finney Finney &amp; Finney, P.A.<br/>                 120 East Lake Street, Suite 317<br/>                 Sandpoint, Idaho 83864<br/>                 Telephone: 208.263-7712<br/>                 Facsimile: 208.263-8211<br/> <i>Counsel For J.V., LLC</i></p>   | <p>[ <input checked="" type="checkbox"/> ] U.S. Mail<br/>                 [    ] Hand Delivered<br/>                 [    ] Facsimile<br/>                 [    ] Overnight Mail<br/>                 [    ] Electronic Mail<br/> <u><a href="mailto:garyfinney@finneylaw.net">garyfinney@finneylaw.net</a></u></p> |
| <p>John A. Finney, Esq.<br/>                 Finney Finney &amp; Finney, P.A.<br/>                 120 East Lake Street, Suite 317<br/>                 Sandpoint, Idaho 83864<br/>                 Telephone: 208.263-7712<br/>                 Facsimile: 208.263-8211<br/> <i>Counsel For Pucci Construction/ACI Northwest</i></p>  | <p>[ <input checked="" type="checkbox"/> ] U.S. Mail<br/>                 [    ] Hand Delivered<br/>                 [    ] Facsimile<br/>                 [    ] Overnight Mail<br/>                 [    ] Electronic Mail<br/> <u><a href="mailto:johnfinney@finneylaw.net">johnfinney@finneylaw.net</a></u></p> |

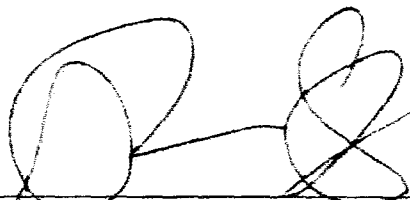
**DECLARATION OF RICHARD L. STACEY IN SUPPORT OF  
 MOTION TO SUBSTITUTE VALIANT IDAHO, LLC  
 IN PLACE OF WELLS FARGO CAPITAL FINANCE, LLC  
 AS THE REAL PARTY IN INTEREST - Page 4**



|   |  |
|---|--|
| <p>Stanley J. Tharp, Esq.<br/> Peter W. Ware, Esq.<br/> Eberle Berlin Kading Turnbow &amp; McKlveen, Chtd<br/> 1111 West Jefferson Street, Suite 530<br/> Post Office Box 1368<br/> Boise, Idaho 83701<br/> Telephone: 208.344.8535<br/> Facsimile: 208.344.8542<br/> <i>Counsel For Wells Fargo Capital Finance, LLC</i></p> | <p><input checked="" type="checkbox"/> U.S. Mail<br/> <input type="checkbox"/> Hand Delivered<br/> <input type="checkbox"/> Facsimile<br/> <input type="checkbox"/> Overnight Mail<br/> <input type="checkbox"/> Electronic Mail<br/> <u><a href="mailto:stharp@eberle.com">stharp@eberle.com</a></u><br/> <u><a href="mailto:pware@eberle.com">pware@eberle.com</a></u></p> |
| <p>Susan P. Weeks, Esq.<br/> James, Vernon &amp; Weeks, PA<br/> 1626 Lincoln Way<br/> Coeur d'Alene, Idaho 83814<br/> Telephone: 208.667.0683<br/> Facsimile: 208.664.1684<br/> <i>Counsel For VP Incorporated/North Idaho Resorts</i></p>  | <p><input checked="" type="checkbox"/> U.S. Mail<br/> <input type="checkbox"/> Hand Delivered<br/> <input type="checkbox"/> Facsimile<br/> <input type="checkbox"/> Overnight Mail<br/> <input type="checkbox"/> Electronic Mail<br/> <u><a href="mailto:sweeks@jvwlaw.net">sweeks@jvwlaw.net</a></u></p>  |

With two copies via United States Mail to:

Honorable Michael J. Griffin  
Judge of the Second Judicial District  
Idaho County Courthouse  
320 West Main Street  
Grangeville, Idaho 83530



Richard L. Stacey

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

724829

SANDPOINT TITLE INSURANCE

FILED BY

2007 MAR 15 P 4: 30

99.00  
MARIE SCOTT  
BONNER COUNTY RECORDER

DE- DEPUTY

724834

Loan No. P0099

49214 NA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MORTGAGE

### Assignment of Rents, Security Agreement, and Fixture Filing

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

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

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

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

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

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

MORTGAGE #P0099 (3-6-07)



SANDPOINT TITLE INSURANCE  
FILED BY  
2007 MAR 15 P 4: 36  
99.00  
MARIE SCOTT  
BONNER COUNTY RECORDER  
DE- DEPUTY

Page 1 of 17

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 1.**

**COVENANTS OF MORTGAGOR**

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

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

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

1.3

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

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

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

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

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

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

1.6

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2.

### EVENTS OF DEFAULT

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

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

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

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

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

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

## ARTICLE 3.

### REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 4.

#### MISCELLANEOUS

4.1 In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

STATE OF \_\_\_\_\_ )  
:  
COUNTY OF \_\_\_\_\_ )

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

See attached

\_\_\_\_\_  
Notary Public

STATE OF IDAHO }  
County of Bonner } ss.

ACKNOWLEDGMENT - Representative Capacity

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

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



Nancy Albanese  
Notary Public in and for the State of IDAHO  
residing at Shingoint  
My appointment expires 12-11

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

Escrow No. 49214-NA

**EXHIBIT "A"**  
**Legal Description**

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

**SECTION A:**

**PARCEL 1:**

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

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

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

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

Commencing at the Southeast corner of said Section 36;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PARCEL 2:**

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

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

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

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

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

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

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

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

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

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

**PARCEL 3:**

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

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

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

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

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

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

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

**PARCEL 4:**

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

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

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

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

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

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

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

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

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

PARCEL 5:

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 6:

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

PARCEL 7:

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

PARCEL 8:

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

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

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

PARCEL 9:

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

PARCEL 10:

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

PARCEL 11:

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

PARCEL 12:

Lot 1A Block 19 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land, according to the plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

PARCEL 13:



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

**SECTION B:**

**PARCEL 1:**

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

**PARCEL 2:**

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

**PARCEL 3:**

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

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

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

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

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

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

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

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

**PARCEL 4:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PARCEL 5:**

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

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

**SECTION C:**

**PARCEL 1:**

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

LESS the following described property:

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

Commencing at the Southeast corner of said Section 36;

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

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

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

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

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

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

AND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (chord = South 88° 02'31" West, 48.43 feet);

2. North 79° 07'52" West, 100.50 feet;

3. around a curve to the left with a radius of 2668.37 feet for a distance of 247.30 feet (chord = South 82°

54'00" West, 247.24 feet);

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

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

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

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

AND

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

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

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

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

Thence South 66° 47' West, 203 feet;

Thence South 69° 54' West 165.3 feet;

Thence South 79° 56' West, 242.5 feet;

Thence South 01° 11' East, 146 feet;

Thence South 25° 18' East, 118.20 feet;

Thence South 54° 29' East, 137.2 feet;

Thence South 68° 10' East, 267.1 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PARCEL 2:**

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

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

AND

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

AND

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

AND

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

**SECTION D:**

**PARCEL 1:**

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

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

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

**thence in a Southwesterly direction, 97 feet;**

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

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

**SAID parcel is now described as follows:**

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

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

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

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

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

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

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

**Thence along a line offset 50.00 feet Westerly of and parallel to a spiral curve (centerline  $ls = 200$  feet,  $a = 3.5$ ,  $S = 7^{\circ}$ ) for a chord of South  $19^{\circ} 43'01''$  East 193.87 feet);**

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

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

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

**PARCEL 2:**

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

**Government Lot 5 in Section 17, Township 57 North, Range 1 East, of the Boise Meridian, save and excepting therefrom:**

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

**Beginning at the Southwest corner of said Section 16;**  
**thence North along the West Section line 350 feet;**  
**thence East to the centerline of Trestle Creek;**  
**thence Southeasterly along said centerline to the South line of Section 16;**  
**thence West along the Section line 720 feet, more or less, to the point of beginning.**

**SAID parcel is now described as follows:**

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

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

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

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

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

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

**South 52° 55'48" East, 561.00 feet;**

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

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

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

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

**South 52° 54'34" East, 63.58 feet;**

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



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

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

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

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

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

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

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

**PARCEL 3:**

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

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

thence 600 feet Northerly along said railroad right of way;

thence West to the meander line of lake;

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

thence East to the Point of Beginning.

SAID parcel is now described as follows:

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

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

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

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

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

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

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

South 14° 25'48" East, 271.54 feet;

**Thence South  $46^{\circ} 40' 48''$  East, 378.00 feet to the intersection with the South line of Government Lot 1;**

**Thence along said South line South line South  $88^{\circ} 55' 48''$  East, 748.52 feet to the Southeast corner of Government Lot 1;**

**Thence along the South line of the Northeast quarter of the Northwest quarter, South  $88^{\circ} 55' 48''$  East, 139.54 feet to the true point of beginning.**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Wells Fargo Foothill, LLC  
14241 Dallas Parkway, Suite 1300  
Dallas, Texas 75254  
Attention: Loan Portfolio Manager - R.E. Loans

**734027**

FILED BY  
*Back Inc*  
5400 31 P 12:08  
MARIE SCOTT  
BONNER COUNTY RECORDER  
*MS* DEPUTY

Space Above Line For Recorder's Use Only

**COLLATERAL ASSIGNMENT  
OF MORTGAGE AND LOAN DOCUMENTS**

This COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS ("Assignment") is made as of July 17, 2007 by ~~R.E. Loans, LLC~~ California limited liability company ("Assignor"), with an address at 201 Lafayette Circle, Lafayette, California 94549, in favor of ~~Wells Fargo Foothill, LLC~~ a Delaware limited liability company ("Assignee"), with an address at 14241 North Dallas Tollway, Suite 1300, Dallas, Texas 75254, as follows:

1. FOR VALUE RECEIVED, Assignor hereby assigns, conveys and transfers to Assignee as collateral security for the performance of the Obligations (as defined in the Loan and Security Agreement described below) all of Assignor's right, title, and interest in and to that certain Mortgage Assignment of Rents, Security Agreement, and Fixture Filing dated March 6, 2007, executed by ~~Wells Fargo Foothill, LLC~~, recorded on March 15, 2007 in Bonner County, as Instrument No. ~~724829~~ (hereinafter called the "Mortgage"), describing certain real property therein (the "Real Property") as:

Please refer to Exhibit A attached hereto and made a part hereof by this reference for the legal description.

TOGETHER, with (i) the note or notes and all other indebtedness secured thereby, (ii) any and all guaranties of the foregoing, (iii) all other documents and instruments executed in connection therewith, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the foregoing lien instrument, (v) any and all rights with respect to escrow deposits, (vi) all modifications, supplements or advances made in connection with the foregoing, (vii) all monies due and to become due thereon, and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing.

2. Assignor represents and warrants that it is the legal and equitable owner and holder of the indebtedness secured by the Mortgage and the foregoing lien instrument and the documents executed in connection therewith and the same are being conveyed to Assignee hereby, free and clear of any lien, claim or encumbrance of any nature.

3. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.



# P0099

712

4. This Assignment is being delivered pursuant to that certain Loan and Security Agreement, dated as of July 11, 2007, as amended, restated, supplemented, or otherwise modified from time to time, among Assignor, B-4 Partners LLC, and Assignee.

5. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.

7. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

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

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

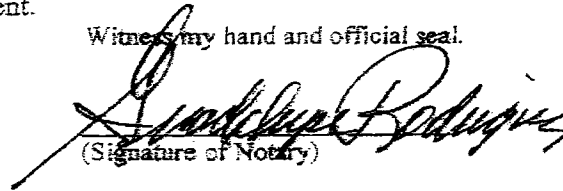
By: Walter Ne  
Name: Walter Ne  
Title: Manager

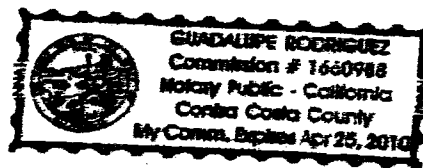
STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On July 9, 2007, before me, Guadalupe Rodriguez, Notary Public, personally appeared Walter Ng,  personally known to me — OR —  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
(Signature of Notary)



**EXHIBIT "A"**  
**Legal Description**

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

**SECTION A:**

**PARCEL 1:**

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

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

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

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

Commencing at the Southeast corner of said Section 36;

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

Thence North  $01^{\circ} 19'29''$  West, 244.79 feet (record per Instrument No. 457973 = North  $01^{\circ} 07'07''$  East, 244.28 feet);

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

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

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

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

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

Beginning at the intersection of the North line of said Government Lot 2 and an existing fence line marking the right of way of an old County Road, said point being South  $89^{\circ} 06'38''$  East, 398.87 feet from the Northwest corner of Government Lot 2 (record = 361.00 feet);

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

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

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

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

Thence along the fence line, South 70° 07'45" East, 262.49 feet to an iron pipe as described in Instrument No. 217765 (record = South 70° 13'00" East 262.00 feet);

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

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

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

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

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

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

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

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

PARCEL 2:

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

Beginning at a point that is North 80 degrees 05' 57" East, a distance of 336.02 feet from the South quarter corner of said Section 36, said point also being at the intersection of the South right of way of State Highway No. 200 and the East right of way of the Old Country Road;

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

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

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

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

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

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

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

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

PARCEL 3:

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

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

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

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

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

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

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

PARCEL 4:



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

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

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

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

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

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

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

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

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

PARCEL 5:

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 6:

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

PARCEL 7:

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

PARCEL 8:

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

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

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

PARCEL 9:

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

PARCEL 10:

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

PARCEL 11:

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

PARCEL 12:

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

PARCEL 13:

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

**SECTION B:**

**PARCEL 1:**

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

**PARCEL 2:**

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

**PARCEL 3:**

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

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

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

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

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

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

1. on a non tangential curve to the left (radial bearing = North 87° 39'13" East) having a central angle of 36° 44'06" and a radius of 131.00 feet for an arc distance of 83.99 feet (record = 84.54 feet) (chord = South 20° 42'50" East, 82.56 feet - record = South 20° 37'27" East, 83.08 feet);
2. thence South 39° 04'53" East, 419.67 feet (record = South 39° 06'45" East, 419.68 feet);
3. thence on a curve to the left having a central angle of 11° 42'45" and a radius of 530.00 feet for an arc distance of 198.34 feet (chord = South 44° 56'16" East, 108.15 feet - record = South 44° 58'08" East, 108.16 feet);
4. thence South 50° 47'39" East, 69.68 feet (record = South 50° 49'31" East, 69.68 feet);
5. thence on a curve to the right having a central angle of 23° 42'51" and a radius of 970.00 feet, for an arc distance of 401.47 feet (chord = South 38° 56'14" East, 398.61 feet - record = South 38° 58'05" East 398.61 feet);
6. thence South 27° 04'48" East, 31.65 feet to the South line of the Northwest quarter of the Southeast quarter (record = South 27° 06'40" East, 30.77 feet);

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

**PARCEL 4:**

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

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

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

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

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

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

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

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

1. on a non tangential curve to the right having a central angle of 04° 15'19" and a radius of 1130.00 feet for an arc distance of 87.69 feet (chord = South 22° 30'38" West, 87.67 feet);
2. thence South 20° 22'44" West, 114.57 feet;

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

4. thence South  $02^{\circ} 07' 06''$  East, 157.81 feet to the Northernly right of way of State Highway No. 200;

thence along the highway right of way, South  $77^{\circ} 42' 28''$  West, 72.14 feet (record = South  $78^{\circ} 15' 06''$  West, 71.11 feet);

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

thence along the West line of the Southwest quarter of the Southeast quarter, North  $00^{\circ} 08' 19''$  East, 1223.36 feet (record = North  $00^{\circ} 07' 13''$  East, 1223.17 feet) to the point of beginning.

PARCEL 5:

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

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

SECTION C:

PARCEL 1:

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

LESS the following described property:

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

Commencing at the Southeast corner of said Section 36;

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

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

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

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

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

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

AND

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence North 72° 38'24" East along said North right of way, 372.48 feet;

Thence continuing along said North right of way, North 72° 58'33" East, 336.06 feet to the intersection with the West high bank of Dry Creek;

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

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

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

54'00" West, 247.24 feet);

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

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

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

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

AND

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

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

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

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

Thence South 66° 47' West, 203 feet;

Thence South 69° 54' West 165.3 feet;

Thence South 79° 56' West, 242.5 feet;

Thence South 01° 11' East, 146 feet;

Thence South 25° 18' East, 118.20 feet;

Thence South 54° 29' East, 137.2 feet;

Thence South 68° 10' East, 267.1 feet;

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

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

Beginning at a point on the Southerly right of way of State Highway No. 200 which is South 55° 03'21" East, 2468.29 feet from the Northwest corner of said Section 6 (record = South 55° 14' East, 2451.3);

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

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

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

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

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

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

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

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

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

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

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

**PARCEL 2:**

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

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

AND

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

AND

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

AND

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

**SECTION D:**

**PARCEL 1:**



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

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

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

thence in a Southwesterly direction, 97 feet;

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

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

SAID parcel is now described as follows:

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

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

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

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

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

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

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

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

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

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

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

#### PARCEL 2:

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

Government Lot 5 in Section 17, Township 57 North, Range 1 East, of the Boise Meridian, save and excepting therefrom:

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

Beginning at the Southwest corner of said Section 16;

thence North along the West Section line 350 feet;

thence East to the centerline of Trestle Creek;

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

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

SAID parcel is now described as follows:

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

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

Thence leaving said South line and along said right of way North  $23^{\circ} 38'59''$  West, 1457.84 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter;

Thence leaving said right of way and along the North line of the Southwest quarter of the Southwest quarter, North  $88^{\circ} 43'23''$  West, 243.71 feet to the Northwest corner of the Southwest quarter of the Southwest quarter;

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

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

South  $52^{\circ} 55'48''$  East, 561.00 feet;

Thence South  $37^{\circ} 55'48''$  East, 798.96 feet to a point on a line lying 350.00 feet North of and parallel to the South line of the Southwest quarter of the Southwest quarter of Section 16;

Thence along said parallel line, South  $88^{\circ} 10'56''$  East, 281.27 feet to the West line of the said Southwest quarter of the Southwest quarter;

Thence continuing South  $88^{\circ} 10'56''$  East, 159.02 feet to the intersection with the centerline of Trestle Creek;

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

South  $52^{\circ} 54'34''$  East, 63.58 feet;

Thence South  $44^{\circ} 37'26''$  East, 117.83 feet;

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

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

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

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

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

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

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

**PARCEL 3:**

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

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

thence 600 feet Northerly along said railroad right of way;

thence West to the meander line of lake;

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

thence East to the Point of Beginning.

SAID parcel is now described as follows:

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

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

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

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

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

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

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

South 14° 25'48" East, 271.54 feet;

Thence South  $46^{\circ} 40' 48''$  East, 378.00 feet to the intersection with the South line of Government Lot 1;

Thence along said South line South line South  $88^{\circ} 55' 48''$  East, 748.52 feet to the Southeast corner of Government Lot 1;

Thence along the South line of the Northeast quarter of the Northwest quarter, South  $88^{\circ} 55' 48''$  East, 139.54 feet to the true point of beginning.

THIS INSTRUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE COMPANY AS AN  
ACCOMMODATION. IT HAS NOT BEEN  
EXAMINED AS TO ITS ENFORCEMENT OR AS  
TO ITS EFFECT UPON THE TITLE.

Instrument # 861387

BONNER COUNTY, SANDPOINT, IDAHO  
7-7-2014 12:58:49 PM No. of Pages: 3  
Recorded for: FIRST AMERICAN TITLE SAND  
R. AMIN DUTSON-SATER Fee: \$16.00  
Ex-Officio Recorder Deputy  
Index for ASSIGNMENT OF MORTGAGE

-26

Recording Requested By  
And when recorded mail to:

R.E. Loans, LLC  
c/o Howard Marc Spector  
Spector & Johnson  
12770 Coit Road  
Banner Place, Suite 1100  
Dallas, TX 75251

### REASSIGNMENT OF COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

This REASSIGNMENT OF COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS ("Assignment") is made by Wells Fargo Capital Finance, LLC, a Delaware limited liability company formerly known as Wells Fargo Foothill, LLC ("Assignor"), with an address of 14241 Dallas Parkway, Suite 1300, Dallas, Texas 75254, in favor of R.E. Loans, LLC, a California limited liability company ("Assignee"), with an address of c/o Howard Marc Spector, Spector & Johnson, 12770 Coit Road, Banner Place, Suite 1100, Dallas, TX 75251, as follows:

1. For Value Received, Assignor hereby assigns, conveys and transfers, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, to Assignee, all of Assignor's right, title and interest in and to that certain Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing, dated March 6, 2007, executed by Pend Oreille Bonner Development, LLC, a Nevada limited liability company, which was recorded on March 15, 2007, in Bonner County, Idaho, as Instrument No. 724829, and re-recorded on March 15, 2007, as Instrument No. 724834 (the "Mortgage").

Together with (i) the note or notes and all other indebtedness secured thereby; (ii) any and all guaranties of the foregoing; (iii) all other documents and instruments executed in connection therewith; (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the foregoing lien instrument, (v) any and all rights with respect to escrow deposits; (vi) all modifications, supplements or advances made in connection with the foregoing; (vii) all monies due and to become due thereon; and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing.



THIS INSTRUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE COMPANY AS AN  
ACCOMMODATION. IT HAS NOT BEEN  
EXAMINED AS TO ITS EXECUTION OR AS  
TO ITS EFFECT UPON THE TITLE.

**E-RECORDED** simplified

ID: 861387  
County: Bonner  
Date: 7-7-14 Time: 12:09PM

Recording Requested By  
And when recorded mail to:

R.E. Loans, LLC  
c/o Howard Marc Spector  
Spector & Johnson  
12770 Coit Road  
Banner Place, Suite 1100  
Dallas, TX 75251

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**REASSIGNMENT OF COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN  
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1. For Value Received, Assignor hereby assigns, conveys and transfers, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, to Assignee, all of Assignor's right, title and interest in and to that certain Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing, dated March 6, 2007, executed by Pend Oreille Bonner Development, LLC, a Nevada limited liability company, which was recorded on March 15, 2007, in Bonner County, Idaho, as Instrument No. 724829, and re-recorded on March 15, 2007, as Instrument No. 724834 (the "Mortgage").

Together with (i) the note or notes and all other indebtedness secured thereby; (ii) any and all guaranties of the foregoing; (iii) all other documents and instruments executed in connection therewith; (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the foregoing lien instrument, (v) any and all rights with respect to escrow deposits; (vi) all modifications, supplements or advances made in connection with the foregoing; (vii) all monies due and to become due thereon; and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing.

2. The Mortgage was previously assigned to Assignor by that certain Collateral Assignment of Mortgage and Loan Documents, dated July 17, 2007, recorded on July 31, 2007, in Bonner County, Idaho, as Instrument No. 734027.

3. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the real property is located.

4. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

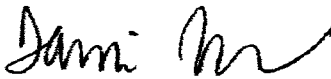
5. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

DATE: June 30, 2014.

Wells Fargo Capital Finance, LLC, a Delaware limited liability company, formerly known as Wells Fargo Foothill, LLC

By:



Tami Barrows, Vice President

STATE OF TEXAS ) ss.

COUNTY OF DALLAS )

On June 30, 2014, before me Jennifer S. Nester a Notary Public, personally appeared Tami Barrows who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument to the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer S. Nester

[Seal]





THIS INSTRUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE COMPANY AS AN  
ACCOMMODATION. IT HAS NOT BEEN  
EXAMINED AS TO ITS EXECUTION OR AS  
TO ITS EFFECT UPON THE TITLE.

Instrument # 861388  
BONNER COUNTY, SANDPOINT, IDAHO  
7-7-2014 12:09:49 PM No. of Pages: 3  
Recorded for: FIRST AMERICAN TITLE SAND  
R. ANN DUTSON-SATER Fee: \$16.00  
E-Office Recorder Deputy  
Index for ASSIGNMENT OF MORTGAGE  
-PC

**WHEN RECORDED RETURN TO:**

Valiant Idaho, LLC  
916 Greenlawn  
Celebration, FL 34747

Document Title: Assignment of Mortgage and Note  
Assignor: R.E. Loans, LLC  
Assignee: Valiant Idaho, LLC

**ASSIGNMENT OF MORTGAGE  
NOTE  
AND  
REDEMPTION RIGHT**

**THIS ASSIGNMENT OF MORTGAGE, NOTE AND REDEMPTION RIGHT** (this "Assignment") is made by R.E. Loans, LLC, a California limited liability company ("Assignor"), in favor of Valiant Idaho, LLC, an Idaho limited liability company ("Assignee"), as follows:

FOR VALUE RECEIVED, Assignor hereby assigns, conveys and transfers to Assignee, WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, all of Assignor's right, title, and interest in and to that certain Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing dated March 6, 2007, executed by Pend Oreille Bonner Development, LLC, a Nevada limited liability company, in favor of R.E. Loans, LLC, and recorded on March 15, 2007, in Bonner County, Idaho, as Instrument No. 724829, and re-recorded on March 15, 2007 in Bonner County, Idaho, as Instrument No. 724834 (the "Mortgage").

TOGETHER WITH the note or notes and all other indebtedness secured thereby, and all of the following items, to the extent any such item exists: (i) all guaranties of the foregoing, (ii) all other documents and instruments executed in connection therewith, (iii) all title insurance commitments and title insurance policies issued, or hereafter issued, by any title insurer insuring the lien of the Mortgage, (iv) all rights with respect to escrow deposits, (v) all modifications, supplements or advances made in connection with the foregoing, (vi) all monies due and to become due thereon, and (vii) all rights accrued or to accrue under the foregoing;



THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN TITLE COMPANY AS AN ACCOMMODATION. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

**E-RECORDED** simplified  
ID: 861388  
County: Bonner  
Date: 7-7-14 Time: 12:09PM

**WHEN RECORDED RETURN TO:**

Valiant Idaho, LLC  
916 Greenlawn  
Celebration, FL 34747

Document Title: Assignment of Mortgage and Note  
Assignor: R.E. Loans, LLC  
Assignee: Valiant Idaho, LLC

**ASSIGNMENT OF MORTGAGE  
NOTE  
AND  
REDEMPTION RIGHT**

**THIS ASSIGNMENT OF MORTGAGE, NOTE AND REDEMPTION RIGHT** (this "Assignment") is made by R.E. Loans, LLC, a California limited liability company ("Assignor"), in favor of Valiant Idaho, LLC, an Idaho limited liability company ("Assignee"), as follows:

FOR VALUE RECEIVED, Assignor hereby assigns, conveys and transfers to Assignee, WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, all of Assignor's right, title, and interest in and to that certain Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing dated March 6, 2007, executed by Pend Oreille Bonner Development, LLC, a Nevada limited liability company, in favor of R.E. Loans, LLC, and recorded on March 15, 2007, in Bonner County, Idaho, as Instrument No. 724829, and re-recorded on March 15, 2007 in Bonner County, Idaho, as Instrument No. 724834 (the "Mortgage").

TOGETHER WITH the note or notes and all other indebtedness secured thereby, and all of the following items, to the extent any such item exists: (i) all guaranties of the foregoing, (ii) all other documents and instruments executed in connection therewith, (iii) all title insurance commitments and title insurance policies issued, or hereafter issued, by any title insurer insuring the lien of the Mortgage, (iv) all rights with respect to escrow deposits, (v) all modifications, supplements or advances made in connection with the foregoing, (vi) all monies due and to become due thereon, and (vii) all rights accrued or to accrue under the foregoing;

AND TOGETHER WITH any and all rights of redemption under Idaho Code § 63-1007 from the Tax Deed to the Bonner County, Idaho, recorded May 22, 2014 as Instrument No. 859659, records of Bonner County, Idaho as a party in interest resulting from being the holder the Mortgage.

1. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their successors and assigns.
2. This Assignment is being delivered pursuant to that certain Agreement for Sale of Promissory Note and Assignment of Security Interests, dated as of June 13, 2014, as amended, restated, supplemented, or otherwise modified from time to time, between Assignor and Assignee.
3. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
4. This Assignment shall be interpreted, construed and enforced according to the laws of the state of Idaho, in which the real property encumbered by the Mortgage is located.
5. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

DATED this 1<sup>st</sup> day of July, 2014.

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

By: Howard Marc Spector

Name: Howard Marc Spector

Title: Attorney-in-Fact

STATE OF TEXAS            )  
  )ss  
COUNTY OF DALLAS        )

I hereby certify that I know or have satisfactory evidence that Howard Marc Spector, in his capacity as Attorney-in-Fact for R.E. Loans, LLC, a California limited liability company, is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act, on behalf of such entity, for the uses and purposes mentioned in this instrument.

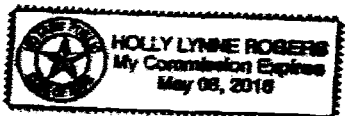
Dated: July 1, 2014

Holly Lynne Rogers  
Notary Public for the State of Texas

Print Name: Holly Lynne Rogers

Residing at: 12710 Coit Rd #1100, Dallas, TX 75251

My commission expires 5-8-16



CV2009-1810 Genesis Golf Builders Inc. Pend Oreille Bonner Development

ISC #44583 & 44584 & 44585

8-19-2014

Defendant: Valiant Idaho LLC, Appearance Richard L.  
Stacey

**\*\*This is a clerical entry, no document found\*\***

STATE OF IDAHO  
COUNTY OF BONNER  
FIRST JUDICIAL DIST.  
2014 AUG 19 PM 4 08  
CLERK OF COURT  
DEPUTY

Richard L. Stacey, ISB #6800  
Chad M. Nicholson, ISB #7506  
McCONNELL WAGNER SYKES & STACEY <sup>PLLC</sup>  
755 West Front Street, Suite 200  
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Attorneys For Valiant Idaho, LLC

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

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

Plaintiff,

vs.

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

Defendants.

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

Case No. CV-09-1810

**VALIANT IDAHO, LLC'S  
COUNTERCLAIM, CROSS-CLAIM  
AND THIRD PARTY COMPLAINT  
FOR JUDICIAL FORECLOSURE**

**Fee Categories/Fees**

3<sup>rd</sup> Party Complaint: K.3 -- \$14.00  
Cross-Claim: K.4 -- \$14.00

VALIANT IDAHO, LLC,  
an Idaho limited liability company,

Third Party Plaintiff,

vs.

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

Third Party Defendants.

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VALIANT IDAHO, LLC'S CROSS-CLAIM,  
COUNTERCLAIM AND THIRD PARTY COMPLAINT  
FOR JUDICIAL FORECLOSURE - Page 2

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**COMES NOW**, Counterclaimant, Cross-Claimant and Third Party Plaintiff Valiant Idaho, LLC, by and through its attorneys of record, McConnell Wagner Sykes & Stacey PLLC, and for a cause of action against Counterdefendant, Cross-Defendants and Third Party Defendants, complains and alleges as follows:

**PARTIES**

1. At all times material hereto, Valiant Idaho, LLC ("Valiant") was and is a limited liability company organized and existing under the laws of the State of Idaho, with its principal place of business in the City of Celebration, County of Osceola, State of Florida.

2. Upon information and belief, Counterdefendant Genesis Golf Builders, Inc. ("Genesis"), originally incorporated under the name of "National Golf Builders, Inc.," was and is a Nevada corporation in goodstanding, with its principal place of business in the City of McHenry, County of McHenry, State of Illinois.

3. Upon information and belief, Cross-Defendant Pend Oreille Bonner Development, LLC ("POBD") was and is a limited liability company organized and existing under the laws of the State of Nevada, with its principal place of business in the City of Reno, County of Washoe, State of Nevada, and the developer of a residential housing and golf course development located in and around Sandpoint, Idaho, commonly referred to as the "Idaho Club."

4. Upon information and belief, Cross-Defendant Dan S. Jacobson ("Jacobson") is a married individual residing in the City of Sandpoint, County of Bonner, State of Idaho.



5. Upon information and belief, Cross-Defendant Sage Holdings, LLC ("Sage") was and is a limited liability company organized and existing under the laws of the State of Idaho, with its principal place of business in the City of Sandpoint, County of Bonner, State of Idaho.

6. Upon information and belief, Cross-Defendant Steven G. Lazar ("Lazar") is an unmarried individual residing in or, at all times material hereto, did reside and/or conduct business in the City of Sandpoint, County of Bonner, State of Idaho.

7. Upon information and belief, Cross-Defendant VP, Incorporated ("VP Inc.") was and is an Idaho corporation in goodstanding, with its principal place of business in the City of Bonners Ferry, County of Boundary, State of Idaho.

8. Upon information and belief, Cross-Defendant JV, L.L.C. ("JV") was and is a limited liability company organized and existing under the laws of the State of Idaho, with its principal place of business in the City of Naples, County of Boundary, State of Idaho.

9. Upon information and belief, Cross-Defendant T-O Engineers, Inc. ("T-O") was and is an Idaho corporation in goodstanding, with its principal place of business in the City of Boise, County of Ada, State of Idaho.

10. Upon information and belief, Cross-Defendant ACI Northwest, Inc. ("ACI") was and is an Idaho corporation in goodstanding, with its principal place of business in the City of Coeur d'Alene, County of Kootenai, State of Idaho.

11. Upon information and belief, Cross-Defendant North Idaho Resorts, LLC ("NI Resorts") was and is a limited liability company organized and existing under the laws of the State of Idaho, with its principal place of business in the City of Bonners Ferry, County of Boundary, State of Idaho.

12. Upon information and belief, Cross-Defendant R. C. Worst & Company, Inc. ("R.C. Worst") was and is an Idaho corporation in goodstanding, with its principal place of business in the City of Coeur d'Alene, County of Kootenai, State of Idaho.

13. Upon information and belief, Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. ("Pend Oreille Holdings") was and is a limited liability company organized and existing under the laws of the State of Idaho, with its principal place of business in the City of Reno, County of Washoe, State of Nevada.

14. Upon information and belief, Third Party Defendant Bar K, Inc. ("Bar K") was and is a California corporation in goodstanding, with its principal place of business in the City of Lafayette, County of Contra Costa, State of California.

15. Upon information and belief, Third Party Defendant Timberline Investments LLC ("Timberline") was and is a limited liability company organized and existing under the laws of the State of Idaho, with its principal place of business in the City of Sandpoint, County of Bonner, State of Idaho.

16. Upon information and belief, Third Party Defendant Amy Korengut ("Korengut") is a married individual residing in or, at all times material hereto, did reside and/or conduct business in the City of Sandpoint, County of Bonner, State of Idaho.

17. Upon information and belief, Third Party Defendant HLT Real Estate, LLC ("HLT") was and is a limited liability company organized and existing under the laws of the State of Idaho, with its principal place of business in the City of Sandpoint, County of Bonner, State of Idaho.

18. Upon information and belief, Third Party Defendant Independent Mortgage Ltd. Co. ("Independent Mortgage") was and is a limited liability company organized and existing under the laws of the State of Idaho, with its principal place of business in the City of Sandpoint, County of Bonner, State of Idaho.

19. Upon information and belief, Third Party Defendant Panhandle Management Incorporated ("Panhandle") was and is an Idaho corporation in goodstanding, with its principal place of business in the City of Sagle, County of Bonner, State of Idaho.

20. Upon information and belief, Third Party Defendant Frederick J. Grant ("F. Grant") is an individual residing in or, at all times material hereto, did reside in the City of Sandpoint, County of Bonner, State of Idaho.

21. Upon information and belief, Third Party Defendant Christine Grant ("C. Grant") is an individual residing in or, at all times material hereto, did reside in the City of Sandpoint, County of Bonner, State of Idaho.

22. Upon information and belief, Third Party Defendant Russ Capital Group, LLC ("Russ Capital") was and is a limited liability company organized and existing under the laws of the State of Arizona, with its principal place of business in the City of Fountain Hills, County of Maricopa, State of Arizona.

23. Upon information and belief, Third Party Defendant Mountain West Bank ("MWB"), at all times material hereto, was an Idaho corporation and, pursuant to Articles of Merger filed effective April 30, 2012, with the Idaho Secretary of State, has been merged into and is now a division of Glacier Bank, a Montana banking corporation in goodstanding, with its principal place of

business in the City of Kalispell, County of Flathead, State of Montana, and authorized to conduct banking business in the State of Idaho.

24. Upon information and belief, Third Party Defendant First American Title Company ("First American") was and is a California corporation in goodstanding, with its principal place of business in the City of Santa Ana, County of Orange, State of California.

25. Upon information and belief, Third Party Defendant Netta Source LLC ("Netta") was and is a limited liability company organized and existing under the laws of the State of Missouri, with its principal place of business in the City of Mansfield, County of Wright, State of Missouri.

26. Upon information and belief, Third Party Defendant Montaheno Investments LLC ("Montaheno") was and is a limited liability company organized and existing under the laws of the State of Nevada, with its principal place of business in the City of Reno, County of Washoe, State of Nevada.

27. Upon information and belief, Third Party Defendants Charles W. Reeves and Ann B. Reeves (collectively, "Reeves") are a married couple residing in the City of Sandpoint, County of Bonner, State of Idaho.

28. Upon information and belief, Third Party Defendant C. E. Kramer Crane & Contracting, Inc. ("Kramer") was and is an Idaho corporation in goodstanding, with its principal place of business in the City of Bonners Ferry, County of Boundary, State of Idaho.

29. Each Counterdefendant, Cross-Defendant and Third Party Defendant identified in Paragraphs 2 through 28, inclusive, are collectively referred to herein as "Defendants."

### **JURISDICTION AND VENUE**

30. Jurisdiction is proper in the First District since the Court has subject matter jurisdiction over this action pursuant to Idaho Code § 5-401, and personal jurisdiction over Defendants pursuant to Idaho Code § 5-514.

31. Venue is proper in Bonner County pursuant to Idaho Code §§ 5-401 and 5-404.

### **GENERAL ALLEGATIONS**

32. Valiant repeats and realleges each and every allegation set forth in Paragraphs 1 through 31, inclusive, as though fully set forth herein.

33. Valiant is informed and believes, and on that basis alleges that the Defendants named herein, and each of them, claim or may claim an interest in and to that certain real property, or some portion thereof, located in the County of Bonner, State of Idaho, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference. The real property described in Exhibit A, and all improvements thereon, are collectively referred to as the "Idaho Club Property."

### **FIRST CAUSE OF ACTION**

**(For Breach Of Contract Against POBD  
Pursuant To The R.E. Loans Agreement)**

34. Valiant repeats and realleges each and every allegation set forth in Paragraphs 1 through 33, inclusive, as though fully set forth herein.

35. Upon information and belief, R.E. Loans, LLC ("R.E. Loans") is a limited liability company organized and existing under the laws of the State of California, with its principal place of business in the City of Lafayette, County of Contra Costa, State of California.

36. On or about June 6, 2006, POBD and R.E. Loans executed certain loan documents, whereby R.E. Loans agreed to loan POBD the amount of \$20,500,000.00 in exchange for repayment by POBD in accordance with and under the terms and conditions of said agreement.

37. On or about March 7, 2007, POBD and R.E. Loans executed certain loan modification documents ("2007 R.E. Loans Agreement"), whereby R.E. Loans agreed to loan POBD an additional \$700,000.00 (for a total loan of \$21,200,000.00) in exchange for repayment by POBD in accordance with and under the terms and conditions of the 2007 R.E. Loans Agreement.

38. Under the terms of the 2007 R.E. Loans Agreement, the amounts loaned by R.E. Loans pursuant to the loan modification agreement would be secured by, *inter alia*, a promissory note and mortgage ("R.E. Loans Mortgage") against the Idaho Club Property in the amount of \$21,200,000.00.

39. R.E. Loans performed all of the acts required of it pursuant to the 2007 R.E. Loans Agreement, except as the same may have been waived, excused and/or prevented by the acts of POBD.

40. POBD has breached the 2007 R.E. Loans Agreement by, *inter alia*, refusing to repay amounts loaned by R.E. Loans pursuant to the 2007 R.E. Loans Agreement.

41. POBD further breached the 2007 R.E. Loans Agreement by, *inter alia*, failing to pay real property taxes to Bonner County in the amount of \$1,665,855.14.

42. In May 2014, Bonner County issued and recorded a tax deed ("Tax Deed") in favor of Bonner County due to POBD's failure to pay its property taxes.

43. On or about July 7, 2014, R.E. Loans assigned, *inter alia*, the Mortgage and promissory note to Valiant ("R.E. Loans Assignment"). The R.E. Loans Assignment was recorded in the Official Records of Bonner County, Idaho, as Instrument No. 861387.

44. On or about July 7, 2014, Valiant paid Bonner County \$1,665,855.14 to redeem the Idaho Club Property from Bonner County.

45. As a direct and proximate result of POBD's refusal to repay loan amounts owed pursuant to the 2007 R.E. Loans Agreement, Valiant has been damaged by this breach of contract in an amount not less than \$708,000.00, plus additional interest, unpaid loan fees and late fees accruing under the terms of the 2007 R.E. Loans Agreement until paid.

46. As a direct and proximate result of POBD's failure to pay Bonner County property taxes when due, Valiant has been damaged by this breach of contract in the amount of \$1,665,855.14, plus interest accruing thereon under Idaho law.

**SECOND CAUSE OF ACTION**  
**(For Breach Of Contract Against POBD**  
**Pursuant To The Pensco Trust Co. Agreement)**

47. Valiant repeats and realleges each and every allegation set forth in Paragraphs 1 through 46, inclusive, as though fully set forth herein.

48. Upon information and belief, Pensco Trust Co. ("Pensco") is a privately owned investment firm and serves as the custodian of a self-directed investment account for the benefit of Barney Ng, an individual.

49. On or about August 1, 2008, POBD executed certain loan documents ("Pensco Agreement"), whereby Pensco agreed to loan POBD the amount of \$2,700,000.00 in exchange for repayment by POBD in accordance with and under the terms and conditions of the Pensco Agreement.

50. Under the terms of the Pensco Agreement, the amounts loaned by Pensco pursuant to the loan modification agreement would be secured by, *inter alia*, a promissory note and mortgage ("Pensco Mortgage") against the Idaho Club Property in the amount of \$2,700,000.00.

51. Pensco performed all of the acts required of it pursuant to the Pensco Agreement, except as the same may have been waived, excused and/or prevented by the acts of POBD.

52. POBD has breached the Pensco Agreement by, *inter alia*, refusing to repay amounts loaned by Pensco pursuant to the Pensco Agreement.

53. POBD further breached the Pensco Agreement by, *inter alia*, failing to pay real property taxes to Bonner County in the amount of \$1,665,855.14.

54. On or about July 7, 2014, Pensco assigned, *inter alia*, the Pensco Mortgage and promissory note to Valiant ("Pensco Assignment"). The Pensco Assignment was recorded in the Official Records of Bonner County, Idaho, on July 9, 2014 as Instrument No. 861559.

55. On or about July 7, 2014, Valiant paid Bonner County \$1,665,855.14 to redeem the Idaho Club Property from the Tax Deed.

56. As a direct and proximate result of POBD's refusal to repay loan amounts owed pursuant to the Pensco Agreement, Valiant has been damaged by this breach of contract in an amount not less than \$6,800,000.00, plus additional interest, unpaid loan fees and late fees accruing under the terms of the Pensco Agreement until paid.



57. As a direct and proximate result of POBD's failure to pay Bonner County property taxes when due, Valiant has been damaged by this breach of contract in the amount of \$1,665,855.14, plus interest thereon accruing under Idaho law.

**THIRD CAUSE OF ACTION**  
**(For Breach Of Contract Against POBD Pursuant To The MF08 Agreement)**

58. Valiant repeats and realleges each and every allegation set forth in Paragraphs 1 through 57, inclusive, as though fully set forth herein.

59. Upon information and belief, Mortgage Fund '08 LLC ("MF08") was and is a limited liability company organized and existing under the laws of the State of Delaware.

60. On or about August 1, 2008, POBD executed certain loan documents ("MF08 Agreement"), whereby MF08 agreed to loan POBD the amount of \$21,980,000.00 in exchange for repayment by POBD in accordance with and under the terms and conditions of the MF08 Agreement.

61. Under the terms of the MF08 Agreement, the amounts loaned by MF08 pursuant to the loan modification agreement would be secured by, *inter alia*, a promissory note and mortgage ("MF08 Mortgage") against the Idaho Club Property in the amount of \$21,980,000.00.

62. MF08 performed all of the acts required of it pursuant to the MF08 Agreement, except as the same may have been waived, excused and/or prevented by the acts of POBD.

63. POBD has breached the MF08 Agreement by, *inter alia*, refusing to repay amounts loaned by MF08 pursuant to the MF08 Agreement.

64. POBD further breached the MF08 Agreement by, *inter alia*, failing to pay real property taxes to Bonner County in the amount of \$1,665,855.14.

65. On or about July 10, 2014, MF08 assigned, *inter alia*, the MF08 Mortgage to Valiant ("MF08 Assignment"). The MF08 Assignment was recorded in the Official Records of Bonner County, Idaho, on July 16, 2014 as Instrument No. 861843.

66. On or about July 7, 2014, Valiant paid Bonner County \$1,665,855.14 to redeem the Idaho Club Property from the Tax Deed.

67. As a direct and proximate result of POBD's refusal to repay loan amounts owed pursuant to the MF08 Agreement, Valiant has been damaged by this breach of contract in an amount not less than \$4,000,000.00, plus additional interest, unpaid loan fees and late fees accruing under the terms of the MF08 Agreement until paid.

68. As a direct and proximate result of POBD's failure to pay Bonner County property taxes when due, Valiant has been damaged by this breach of contract in the amount of \$1,665,855.14, plus interest accruing thereon under Idaho law.

**FOURTH CAUSE OF ACTION**  
**(Judicial Foreclosure Of Mortgage**  
**Instrument Nos. 724829 & 729834)**

69. Valiant repeats and realleges each and every allegation set forth in Paragraphs 1 through 68, inclusive, as though fully set forth herein.

70. On or about March 15, 2007, R.E. Loans recorded the R.E. Loans Mortgage in the amount of \$21,200,000.00 against the Idaho Club Property in the Official Records of Bonner County, Idaho, as Instrument Nos. 724829 and 729834.

71. Each of the Defendants' alleged claim(s) of right, title or interest in and to the Idaho Club Property are inferior to Valiant's claim of right, title and interest by virtue of the R.E. Loans Assignment and the R.E. Loans Mortgage.

72. Valiant is entitled to judgment foreclosing the R.E. Loans Mortgage and adjudicating said mortgage to be superior to and prior in right, title and interest to any right, title or interest claimed by all Defendants, and each of them. Said judgment should, pursuant to Idaho Code § 45-1302, specify the respective priority(ies) of Valiant's and of each Defendant's claims of right, title and interest in and to the Idaho Club Property, and adjudicate the outstanding amounts secured by each of the same.

**FIFTH CAUSE OF ACTION**  
**(Judicial Foreclosure Of Mortgage**  
**Instrument Nos. 756394, 756395 & 756396)**

73. Valiant repeats and realleges each and every allegation set forth in Paragraphs 1 through 72, inclusive, as though fully set forth herein.

74. On or about August 1, 2008, Pensco recorded the Pensco Mortgage in the amount of \$2,700,000.00 against the Idaho Club Property in the Official Records of Bonner County, Idaho, as Instrument Nos. 756394, 756395 and 756396.

75. Each Defendant's alleged claim(s) of right, title or interest in and to the Idaho Club Property are inferior to Valiant's claim of right, title and interest by virtue of the Pensco Assignment and the Pensco Mortgage.

76. Valiant is entitled to judgment foreclosing the Pensco Mortgage and adjudicating said mortgage to be superior to and prior in right, title and interest to any right, title or interest claimed by all Defendants, and each of them. Said judgment should, pursuant to Idaho Code § 45-1302, specify the respective priority(ies) of Valiant's and of each Defendant's claims of right, title and interest in and to the Idaho Club Property, and adjudicate the outstanding amounts secured by each of the same.

**SIXTH CAUSE OF ACTION**  
**(Judicial Foreclosure Of Mortgage**  
**Instrument Nos. 756397, 756398 & 756399)**

77. Valiant repeats and realleges each and every allegation set forth in Paragraphs 1 through 76, inclusive, as though fully set forth herein.

78. On or about August 1, 2008, MF08 recorded the MF08 Mortgage in the amount of \$21,980,000.00 against the Idaho Club Property in the Official Records of Bonner County, Idaho, as Instrument Nos. 756394, 756395 and 756396.

79. Each Defendant's alleged claim(s) of right, title or interest in and to the Idaho Club Property are inferior to Valiant's claim of right, title and interest by virtue of the MF08 Assignment and the MF08 Mortgage.

80. Valiant is entitled to judgment foreclosing the MF08 Mortgage and adjudicating said mortgage to be superior to and prior in right, title and interest to any right, title or interest claimed by all Defendants, and each of them. Said judgment should, pursuant to Idaho Code § 45-1302, specify the respective priority(ies) of Valiant's and of each Defendant's claims of right, title and interest in and to the Idaho Club Property and adjudicate the outstanding amounts secured by each of the same.

**SEVENTH CAUSE OF ACTION**  
**(Judicial Foreclosure Of**  
**Redemption Deed Instrument No. 861460)**

81. Valiant repeats and realleges each and every allegation set forth in Paragraphs 1 through 80, inclusive, as though fully set forth herein.

82. On July 8, 2008, Valiant recorded a "Redemption Deed" in the amount of \$1,665,055.14 in the Official Records of Bonner County, Idaho, as Instrument No. 861460.

83. Each Defendant's alleged claim(s) of right, title or interest in and to the Idaho Club Property are inferior to Valiant's claim of right, title and interest by virtue of the Redemption Deed.

84. Valiant is entitled to judgment foreclosing the Redemption Deed and adjudicating said deed to be superior to and prior in right, title and interest to any right, title or interest claimed by all Defendants, and each of them. Said judgment should, pursuant to Idaho Code § 45-1302, specify the respective priority(ies) of Valiant's and of each Defendant's claims of right, title and interest in and to the Idaho Club Property and adjudicate the outstanding amounts secured by each of the same.

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### **ATTORNEYS' FEES AND COSTS**

Valiant has been required to retain the services of an attorney to bring this suit and is entitled to an award of reasonable attorneys' fees incurred, pursuant to, *inter alia*, the 2007 R.E. Loans Agreement, the R.E. Loans Mortgage and the R.E. Loans Assignment; the Pensco Agreement, the Pensco Mortgage and Pensco Assignment; the MF08 Agreement, the MF08 Mortgage and the MF08 Assignment; the Redemption Deed; Idaho Code §§ 12-120 and 12-121; and Rule 54(e) of the Idaho Rules of Civil Procedure. In the event of default by POBD, Valiant claims attorneys' fees and costs against POBD in the amount of \$5,000.00.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Valiant prays for judgment as follows:

- A. That Valiant have a judgment against POBD for breach of contract as follows:
1. For breach of the 2007 R.E. Loans Agreement in the principal sum of not less than \$708,000.00, plus additional accrued interest, unpaid loan fees and late fees until paid;
  2. For breach of the Pensco Agreement in the principal sum of not less than \$6,800,000.00, plus additional accrued interest, unpaid loan fees and late fees until paid;
  3. For breach of the MF08 Agreement in the principal sum of not less than \$4,000,000.00, plus additional accrued interest, unpaid loan fees and late fees until paid;
  4. For breach of the 2007 R.E. Loans Agreement, the Pensco Agreement and the MF08 Agreement in the amount of not less than \$1,665,055.14 (plus accrued interest) for the amount Valiant paid to redeem the Idaho Club Property from the Tax Deed, and the further sum of

\$20,700.00 to obtain a litigation guarantee to search the real property records and identify all persons and entities with an interest in the Idaho Club Property.

B. That the 2007 R.E. Loans Mortgage assigned to Valiant be declared a valid and existing mortgage lien upon the Idaho Club Property for the amount of the judgment prayed for;

C. That the Pensco Mortgage assigned to Valiant be declared a valid and existing mortgage lien upon the Idaho Club Property for the amount of the judgment prayed for;

D. That the MF08 Mortgage assigned to Valiant be declared a valid and existing mortgage lien upon the Idaho Club Property for the amount of the judgment prayed for;

E. That the Redemption Deed recorded by Valiant be declared a valid and existing lien upon the Idaho Club Property for the amount of the judgment prayed for;

F. Declaring the interest(s) of Defendants, and each of them, to be inferior to the 2007 R.E. Loans Mortgage, the Pensco Mortgage, the MF08 Mortgage and the Redemption Deed;

G. Declaring the priority of Valiant's and of each Defendant's interest(s) in the Idaho Club Property, as well as the amounts secured by each said interest;

H. Declaring the 2007 R.E. Loans Mortgage, the Pensco Mortgage, the MF08 Mortgage and/or the Redemption Deed recorded against the Idaho Club Property be foreclosed; that the title, claim, interest or demand of Defendants in and to said Idaho Club Property, and every part thereof, saving and excepting the right of redemption, if any, be foreclosed;

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I. That the Idaho Club Property, with all its appurtenances, rights, privileges and easements, be sold by the Sheriff of Bonner County on execution after giving notice required by law, and that:

1. Any party to this suit may be a purchaser at said sale
2. The purchaser be let into the immediate possession of the Idaho Club Property, and every part thereof; and
3. The Sheriff give to any such purchaser of the Idaho Club Property a certificate of sale and after the time allowed for redemption of the Idaho Club Property, unless the Idaho Club Property be redeemed, a deed.

J. That the proceeds of the sale be applied as follows:

1. First, to pay costs and expenses of sale;
2. Second, to pay the judgment of Valiant on its cause of suit; and
3. Third, any overage to be paid to the Clerk of this Court, subject to the further order of this Court.

K. That, if the proceeds of sale are insufficient to satisfy the judgment of Valiant awarded against Defendants, an order be entered declaring any deficiency may be enforced by execution as provided by law;

L. For attorneys' fees and costs in the sum of not less than \$5,000.00 if judgment against POBD is entered by default, and such further amounts against POBD and Defendants as this Court may find reasonable if this matter is contested; and

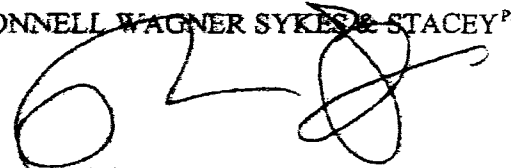


M. For such other and further relief as this Court deems just and proper.

DATED this 19<sup>th</sup> day of August 2014.

McCONNELL WAGNER SYKES & STACEY<sup>PLLC</sup>

BY:



Richard L. Stacey

Attorneys For Plaintiff Valiant Idaho, LLC

**CERTIFICATE OF SERVICE**

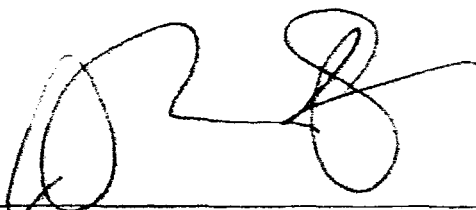
I HEREBY CERTIFY that on the 19<sup>th</sup> day of August 2014, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

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With two copies via United States Mail to:

Honorable Michael J. Griffin  
Judge of the Second Judicial District  
Idaho County Courthouse  
320 West Main Street  
Grangeville, Idaho 83530



Richard L. Stacey

**Exhibit "A"**

Real property in the County of Bonner, State of Idaho, described as follows:

**PARCEL 1:**

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

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

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

**ALSO LESS a parcel of land in Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho more particularly described as follows:**  
**Commencing at the Southeast corner of said Section 36; Thence North 52° 11' 33" West 953.40 feet (record per Instrument No. 457973 North 54° 29' 10" West, 1010.58 feet) to a point on the Northerly right of way of State Highway No. 200 and the true point of beginning; Thence North 01° 19' 29" West, 244.70 feet (record per Instrument No. 457973 = North 01° 07' 07" East, 244.28 feet); Thence South 88° 04' 08" West, 348.50 feet (record per instrument No. 457973 South 87° 52' 03" West, 348.49 feet); Thence South 01° 19' 12" West, 250.00 feet (record per instrument No. 457973 = South 01° 07' 07" West, 250.00 feet) to the Northerly right of way of State Highway No. 200; Thence along said right of way North 80° 34' 19" East 66.04 feet (record per Instrument No. 457973 = North 79° 46' 41" East, 66.62 feet); Thence on a curve to the right having a central angle of 05° 47' 35" and a radius of 2803.37 feet, for an arc distance of 283.45 feet (record per Instrument No. 457973 = a central angle of 05° 47' 02" and an arc length of 282.99 feet) to the true point of beginning.**

**ALSO LESS a tract of land in the Southeast Quarter of the Southeast quarter (SE1/4 SE1/4) of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:**  
**Commencing at a point on the East line of said Section 36, which is N 00° 08' 06" E, 563.94 feet from the Southeast corner of the Section; thence, perpendicular to the East line of the Section, N 89° 51' 54" W, 1103.43 feet to the Southwest corner of Instrument Number 457973 on the Northerly right of way of Highway 200 and the True Point of Beginning; thence, along the Western boundary of Instrument No. 457973, N 01° 25' 02" E, 99.41 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence S 32° 20' 51" W, 132.00 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628 on the Northerly right of way of Highway 200; thence, along said right of way, N 79° 54' 11" E, 69.24 feet, to the True Point of Beginning.**

**AND ALSO LESS a tract of land in the Southeast Quarter of the Southeast quarter (SE1/4 SE1/4) of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:**  
**Commencing at a point on the East line of said Section 36, which is N 00° 08' 06" E, 582.67 feet from the Southeast corner of the Section; thence, perpendicular to the East line of the Section, N 89° 51' 54" W, 754.63 feet to the Southeast corner of Instrument Number 457973 on the Northerly right of way of Highway 200 and the True Point of Beginning; thence, along the Eastern boundary of that property described in Instrument Number 457973, N 01° 19' 29" E, 244.70 feet, to the Northeast corner of that property described in Instrument Number 457973; thence, along the Northern boundary of Instrument Number 457973, S 88° 04' 08" W, 77.25 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence N 67° 17' 36" E, 84.44 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence N 88° 04' 08" E, 41.01 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence S 01° 19' 29" W, 277.55 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628 on the Northerly right of**

way of Highway No. 200; thence, along said Highway right of way on a non-tangential curve to the left (radial bearing = S 02° 28' 05" W), having a central angle of 00° 50' 13" and a radius of 2803.37 feet, for an arc distance of 40.95 feet (radial = S 01° 38' 12" W, chord = N 87° 56' 41" W, 40.95 feet), to the True Point of Beginning.

LESS a tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows: Beginning at the intersection of the North line of said Government Lot 2 and an existing fence line marking the right of way of an old County Road, said point being South 89° 06' 38" East, 398.07 feet from the Northwest corner of Government Lot 2 (record 361.00 feet); Thence along said fence line as noted of record per Instrument No. 217765 on a curve to the left (radial bearing = North 62° 13' 42" East) having a central angle of 19° 17' 35" and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord South 37° 25' 05" East, 217.95 feet); Thence continuing along said fence line, South 47° 03' 53" East, 43.24 feet; Thence North 89° 06' 38" West, 12.33 feet; Thence continuing along the fence line, South 59° 55' 24" East, 65.99 feet to an iron pipe as described in Instrument No. 217765; Thence along the fence line, South 70° 07' 45" East, 262.49 feet to an iron pipe as described in Instrument No. 217765 (record South 70° 18' 00" East 262.00 feet; Thence South 54° 48' 04" East 67.00 feet; Thence North 40° 08' 56" East, 168.45 feet to the right bank of Pack River (record = 200.00 feet to the thread of Pack River); Thence North 40° 08' 56" East to the intersection with the thread of Pack River; Thence Northerly and upstream along the thread line of Pack River to the intersection with the North line of Government Lot 2 of said Section 31; Thence South 89° 06' 38" East, along said North line to the true point of beginning.

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

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

**PARCEL 2:**

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

Beginning at a point that is North 80° 05' 57" East, a distance of 386.02 feet from the South quarter corner of said Section 36, said point also being at the intersection of the South right of way of State Highway

No. 200 and the East right of way of the Old Country Road; thence South 5° 14' 00" East along said East right of way of the old country road, a distance of 171.80 feet; thence continuing South 14° 35' 50" East along said East right of way, a distance of 254.70 feet to an intersection with the North right of way of Old Highway No. 200 (FAP No. 95F); thence North 72° 38' 24" East along said North right of way, a distance of 372.40 feet; thence continuing along said North right of way, North 72° 58' 33" East, a distance of 336.00 feet to an intersection with the West high bank of Dry Creek; thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to an intersection with the South right of way of said State Highway No. 200; thence Westerly along said South right of way the following six (6) courses:

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

AND TOGETHER WITH any portion of the old Highway right of way abandonment, described

in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, lying within the bounds of the above described property.

**PARCEL 3:**

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

Beginning at a point on the West line of said Government Lot 2 (West line of Section 31) which is South 00° 07' 21" West, 200.00 feet from the Northwest corner of said Government Lot 2; Thence parallel to the North line of Government Lot 2, South 89° 06' 38" East (record = South 89° 06' 55" East) 562.61 feet (record 562.58 feet); Thence North 47° 03' 53" West, 43.24 feet (record 43.21 feet); Thence on a curve to the right having a central angle of 19° 17' 35" (record = 19° 17' 39") and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord = North 37° 25' 03" West 271.95 feet) to the North line of Government Lot 2; Thence along said North line North 89° 06' 38" West (record = North 89° 06' 55" West) 68.07 feet; Thence South 27° 14' 49" East 26.15 feet; Thence on a curve to the left having a central angle of 09° 49' 00" and a radius of 710.32 feet, for an arc distance of 121.70 feet (chord South 32° 09' 19" East, 121.55 feet); Thence South 80° 25' 01" West 412.81 feet (record = South 80° 24' 50" West 412.82 feet) to the point of beginning.

EXCEPTING from Parcels 1, 2 and 3, the following two tracts:

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

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

EXCEPTING from Parcels 1, 2 and 3 above any portion lying within the bounds of the following plats:

REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

REPLAT OF BLOCKS 15 AND 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 5, records of Bonner County, Idaho.

REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 6, records of Bonner County, Idaho.

**PARCEL 4:**

Block 5A; Lot 1A, Block 11; Lots 1A, 2A and 3A, Block 12; Lot 1, Block 14A; Lot 1, Block 17; Block 18, of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**PARCEL 5:**

Lot 1A, Block 15 and Block 16A of A REPLAT OF BLOCKS 15 AND 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 5, records of Bonner County, Idaho.

**PARCEL 6:**

That part of the Southeast quarter of the Northeast quarter lying North and West of Fairway View Drive of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho.

and

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

**Beginning at the Southeast corner of the East half of the Northeast quarter of the Southwest quarter of said Section 36; Thence along the South line of the East half of the Northeast quarter of the Southwest quarter, North 89° 36' 27" West, 661.51 feet (record = North 89° 37' 10" West, 661.57 feet to the Southwest corner of the East half of the Northeast quarter of the Southwest quarter; Thence along the West line of the East half of the Northeast quarter of the Southwest quarter, North 00° 10' 22" East 856.45 feet (record = North 00° 09' 25" East, 856.45 feet); Thence North 89° 10' 53" East, 30.21 feet (record = East, 29.58 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Second Addition Plat to Hidden Lakes); Thence Southeasterly along said right of way the following six (6) courses:**

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

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

**PARCEL 7:**

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

**Beginning at the Northwest corner of said Southwest quarter of the Southeast quarter of Section 36; Thence South 89° 36' 03" East 60.37 feet (record = South 89° 37' 09" East, 59.55 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Plat of the Second Addition to Hidden Lakes); thence along said right of way for the following four (4) courses;**

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

Drive, as shown on the Plat of First Addition to Hidden Lakes;

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

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

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

1. on a non-tangential curve to the right having a central angle of 04° 15' 19" and a radius of 1180.00 feet for an arc distance of 87.69 feet (chord = South 22° 30' 38" West, 87.67 feet);
2. Thence South 20° 22' 44" West, 114.57 feet;
3. Thence on a curve to the left having a central angle of 22° 29. 50" and a radius of 502.65 feet, for an arc distance of 197.36 feet (chord = South 09° 07' 49" West, 196.10 feet);
4. Thence South 02° 07' 06" East, 157.81 feet to the Northerly right of way of State Highway No. 200;

Thence along the highway right of way, South 77° 42' 28" West, 72.14 feet (record = South 78° 15' 06" West, 71.11 feet); Thence continuing along the Highway right of way, South 69° 44' 57" West, 262.22 feet (record = South 69° 43' 16" West, 261.65 feet) to the West line of the Southwest quarter of the Southeast quarter of said Section 36; Thence along the West line of the Southwest quarter of the Southeast quarter, North 00° 08' 19" East, 1223.36 feet (record = North 00° 07' 13" East, 1223.17 feet) to the point of beginning.

**PARCEL 8:**

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

LESS the following described property:

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

Commencing at the Southeast corner of said Section 36; Thence along the East line of Section 36, North 00° 08' 06" East, 460.00 feet; Thence perpendicular to the East line of the Section, North 89° 51' 54" West, 568.00 feet to the true point of beginning; Thence South 47° 08' 06" West, 250.00 feet; Thence South 42° 51' 54" East, 348.50 feet; Thence North 47° 48' 06" East, 250.00 feet; Thence North 42° 51' 54" West, 348.50 feet to the true point of beginning.

**AND**

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

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

Beginning at a right of way monument on the South right of way of State Highway No. 200, from which the Northwest corner of said Section 2 bears North 25° 54' 43" West, 798.00 feet (record = North 26° 28' 08" West, 798.11 feet); Thence along the South right of way of the Highway, North 68° 35' 39" East, 266.10 feet; Thence continuing along the Highway right of way, on a curve to the left (radial bearing = North 14° 03' 28" West) having a central angle of 00° 08' 55" and a radius of 5799.58 feet for an arc distance of 15.03 feet (chord = North 75° 52' 05" East, 15.03 feet - total distance along right of way from point of beginning 281.13 feet - record = 281.13 feet); Thence leaving said right of way South 00° 04' 10" West, 725.53 feet; Thence North 89° 14' 40" West, 330.00 feet; Thence North 00° 03' 26" West 607.20 feet, to the Southerly right of way of State Highway No. 200; Thence along said right of way North 79° 11' 55" East, 70.38 feet to the true point of beginning.

**AND**

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

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

Beginning at the North quarter corner of said Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho; Thence South 1669.70 feet to Pack River and the True Point of Beginning; Thence South 66° 47' West, 203 feet; Thence South 69° 54' West 165.3 feet; Thence South 79° 56' West, 242.5 feet; Thence South 01° 11' East, 146 feet; Thence South 25° 18' East, 118.20 feet; Thence South 54° 29' East, 137.2 feet; Thence South 68° 10' East, 267.1 feet; Thence North 535.6 feet to a point 1669.7 feet South of the North quarter corner of Section 6.

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

Beginning at a point on the Southerly right of way of State Highway No. 200 which is South 55° 03' 21" East, 2460.29 feet from the Northwest corner of said Section 6 (record South 55° 14' East, 2451.3); Thence South 14° 53' 00" East, 223.22 feet (record); Thence South 04° 43' 00" East, 640.00 feet (record); Thence South 39° 48' 00" East, 430.00 feet (record); Thence South 30° 28' 00" East, 387.49 feet (record = 500 feet plus or minus) to the East line of the Southeast quarter of the Northwest quarter of said Section 6.



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

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

**Replat of Golden Tee Estates and Golden Tee Estates 1st Addition and Unplatted land, recorded in Book 8 of Plats, Page 77,  
RePlat of Blocks 15 and 16 of the RePlat of Golden Tee Estates & Golden Tee Estates 1st Addition and Unplatted Land, recorded in Book 9 of Plats, page 5,  
RePlat of Lots 5 and 6, Block 22 and Lot 20, Block 20, RePlat of Golden Tee Estates & Golden Tee Estates 1st Addition and Unplatted Land, recorded in Book 9 of Plats, page 6,  
Golden Tee Estates 2nd Addition, recorded in Book 8 of Plats, Page 79,  
Golden Tee Estates 3rd Addition, recorded in Book 8 of Plats, Page 78,  
Golden Tee Estates 4th Addition, recorded in Book 8 of Plats, Page 80,  
Golden Tee Estates 5th Addition, recorded in Book 8 of Plats, Page 81,  
Golden Tee Estates 6th Addition, recorded in Book 8 of Plats, Page 82,  
Golden Tee Estates 7th Addition, recorded in Book 9 of Plats, page 13,  
Golden Tee Estates 8th Addition, recorded in Book 9 of Plats, page 7.**

**PARCEL 9:**

**Roads, Lots 14 and 15, Block 2, Lot 5A, Block 4, Lot 4, Block 7, Lot 13A, Block 13, Lots 1 and 2, Block 19, Lots 1, 2, 3, 11, 12, 13, 14 and 16, Block 20; Lot 4, Block 22 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.**

**PARCEL 10:**

**Lot 2A, Block 15 of A REPLAT OF BLOCKS 15 AND 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 5, records of Bonner County, Idaho.**

**PARCEL 11:**

**Lot 20A, Block 20 and Lots 5A and 6A, Block 22, A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 6, records of Bonner County, Idaho.**

**PARCEL 12:**

**Lot 21A, Block 2, of REPLAT OF LOTS 20 AND 21, BLOCK 2 REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 81, records of Bonner County, Idaho.**

**PARCEL 13:**

**Roads, Lots 1, 2, 4, 5, 6, 7, 8 and 9, Block 1, Lots 1, 2, 3, 5, 8 and 9, Block 2 of GOLDEN TEE ESTATES 2nd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.**

**PARCEL 14:**

**Roads, Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 1; Lot 1, Block 2; Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 4; Lots 1, 2 and 8, Block 5; Lots 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 and Lot 2, Block 11 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**PARCEL 15:**

**Roads, Lots 1 and 6, Block 1; Lot 5, Block 2; Lot 1, Block 3; Lots 1, 2, 3, 4, 5, 6, 8 and 9, Block 4; Lots 1 and 5, Block 5 of GOLDEN TEE ESTATES 4TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.**

**PARCEL 16:**

**Roads, Lots 1, 5, 6, 7 and 9, Block 1; Lots 1, 3, 5, 8, 9 and 11, Block 2, GOLDEN TEE ESTATES 5TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**PARCEL 17:**

**Roads, Lots 2 and 8, Block 1; Lots 2, 3, 4 and 5, Block 2; Lot 1, Block 3; Lots 1, 2, 3, 4 and 5, Block 4 of GOLDEN TEE ESTATES 6TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**PARCEL 18:**

**Lots 1, 2, 3, 5, 6 and 7, Block 1; Lots 1, 2, 4, 5, 6, 8 and 9, Block 2 of GOLDEN TEE ESTATES 7TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**PARCEL 19:**

**Lots 1, 2, 4, 5, 6, 7 and 8, Block 1; Lots 1 and 2, Block 2, GOLDEN TEE ESTATES 8TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho.**

**PARCEL 20:**

**Lots 1A, 2A and 4A, Block 1, REPLAT OF LOTS 1 THROUGH 4, BLOCK 1 AND BLOCK 16A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 82, records of Bonner County, Idaho.**

**PARCEL 21:**

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

**PARCEL 22:**

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

**PARCEL 23:**

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

STATE OF IDAHO  
COUNTY OF BONNER  
2009 SEP 3 PM 4:37  
CLERK OF COURT  
SEP 3 2009

Richard L. Stacey, ISB #6800  
Chad M. Nicholson, ISB #7506  
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nicholson@lawidaho.com

Attorneys For Valiant Idaho, LLC

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

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

Plaintiff,

vs.

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

Defendants.

Case No. CV-09-1810

**SUMMONS ON  
THIRD PARTY COMPLAINT  
BROUGHT BY  
THIRD PARTY PLAINTIFF  
VALIANT IDAHO, LLC  
[Pend Oreille Bonner  
Development Holdings, Inc.]**

**Honorable Michael J. Griffin**

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

VALIANT IDAHO, LLC,  
an Idaho limited liability company,

Third Party Plaintiff,

vs.

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

Third Party Defendants.

**NOTICE: YOU HAVE BEEN SUED BY THE ABOVE-NAMED THIRD PARTY PLAINTIFF. THIS COURT MAY ENTER JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE UNLESS YOU RESPOND WITHIN TWENTY (20) DAYS. READ THE INFORMATION BELOW.**

**SUMMONS ON THIRD PARTY COMPLAINT BROUGHT BY THIRD PARTY PLAINTIFF VALIANT IDAHO, LLC [Pend Oreille Bonner Development Holdings, Inc.] - Page 2**  
E:\10482.002PLD\Summons-POHoldings 140818.doc

**TO: PEND OREILLE BONNER DEVELOPMENT HOLDINGS, INC.**  
**c/o CT Corporation System, Registered Agent**  
**921 South Orchard Street, Suite G**  
**Boise, Idaho 83705**

You are hereby notified that in order to defend this lawsuit, an appropriate written response must be filed with the above-designated Court at **215 South First Avenue, Sandpoint, Idaho 83864, 208.265.1445**, within twenty (20) days after service of this Third Party Summons ("Summons") upon you. If you fail to so respond, this Court may enter judgment against you as demanded by the Third Party Plaintiff in its Third Party Complaint ("Complaint").

A copy of the Complaint is served with this Summons. If you wish to seek the advice or representation by an attorney in this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights protected.

An appropriate written response requires compliance with Rule 10(a)(1) and other Idaho Rules of Civil Procedure, and shall also include:

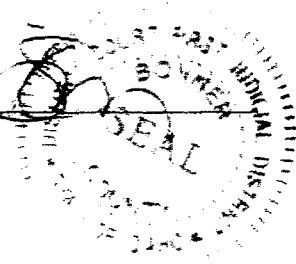
1. The title and number of this case.
2. If your response is an answer to the Complaint, it must contain admissions or denials of the separate allegations of the Complaint and other defenses you may claim.
3. Your signature, mailing address and telephone number, or the signature, mailing address and telephone number of your attorney.
4. Proof of mailing or delivery of a copy of your response to Third Party Plaintiff's attorney, as designated above.

To determine whether you must pay a filing fee with your response, contact the Clerk of the above-named Court.

DATED this <sup>30<sup>th</sup></sup>~~27<sup>th</sup>~~ day of <sup>Sept</sup>~~August~~ 2014.

**R. ANN DUSTON-SATER**  
**CLERK OF THE DISTRICT COURT**

By:   
Deputy Clerk



STATE OF IDAHO  
COUNTY OF BONNER  
FIRST JUDICIAL DISTRICT  
2014 SEP 4 PM 3 41  
CLERK OF DISTRICT COURT  
JB  
DEPUTY

Susan P. Weeks, ISB #4255  
Melanie Baillie, ISB # 7232  
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Attorneys for Defendant NORTH IDAHO RESORTS, LLC.

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

GENESIS GOLF BUILDERS, INC., formerly )  
known as National Golf Builders, Inc., a )  
Nevada corporation. )

Plaintiff,

vs.

PEND OREILLE BONNER )  
DEVELOPMENT, LLC, a Nevada limited )  
liability company; 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 L.L.C., 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; )

Case No. CV 2009-01810

DEFENDANT NORTH IDAHO  
RESORTS, LLC'S NOTICE OF NO  
OBJECTION TO VALLANT IDAHO,  
LLC'S MOTION TO SUBSTITUTE  
VALLANT IDAHO, LLC IN PLACE OF  
WELLS FARGO CAPITAL FINANCE,  
LLC AS THE REAL PARTY IN INTEREST

DEFENDANT NORTH IDAHO RESORTS, LLC'S NOTICE OF NO OBJECTION TO  
VALLANT IDAHO, LLC'S MOTION TO SUBSTITUTE VALLANT IDAHO, LLC IN PLACE OF  
WELLS FARGO CAPITAL FINANCE, LLC AS THE REAL PARTY IN INTEREST - 1

PUCCI CONSTRUCTION INC., an Idaho corporation; ACI NORTHWEST, INC., an Idaho corporation; LUMBERMENS, INC., dba Prebuild, 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.

Defendant, North Idaho Resorts, LLC, by and through its attorney of record, Susan P. Weeks of the firm James, Vernon & Weeks, P.A., hereby provides the Court with notice that it does not object to Valiant Idaho, LLC's *Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest*, currently scheduled for telephonic hearing on September 8, 2014 at 4:30 p.m. before the Honorable Michael J. Griffin. Furthermore, the undersigned will not participate in the telephonic hearing scheduled for said Motion.

DATED THIS 4<sup>th</sup> day of September, 2014.

JAMES, VERNON & WEEKS, PA

By Susan P. Weeks  
Susan P. Weeks

Attorneys for Defendant NORTH IDAHO RESORTS, LLC.

DEFENDANT NORTH IDAHO RESORTS, LLC'S NOTICE OF NO OBJECTION TO VALIANT IDAHO, LLC'S MOTION TO SUBSTITUTE VALIANT IDAHO, LLC IN PLACE OF WELLS FARGO CAPITAL FINANCE, LLC AS THE REAL PARTY IN INTEREST - 2

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 4<sup>th</sup> day of September, 2014:

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*Attorneys for B-K Lighting, Inc.*

DEFENDANT NORTH IDAHO RESORTS, LLC'S NOTICE OF NO OBJECTION TO  
VALLANT IDAHO, LLC'S MOTION TO SUBSTITUTE VALLANT IDAHO, LLC IN PLACE OF  
WELLS FARGO CAPITAL FINANCE, LLC AS THE REAL PARTY IN INTEREST - 3



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corporation*

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*Attorney for Pensco Trust Co. Custodian  
FBO Barney MG Mortgage Fund '08 LLC*

DEFENDANT NORTH IDAHO RESORTS, LLC'S NOTICE OF NO OBJECTION TO  
VALIANT IDAHO, LLC'S MOTION TO SUBSTITUTE VALIANT IDAHO, LLC IN PLACE OF  
WELLS FARGO CAPITAL FINANCE, LLC AS THE REAL PARTY IN INTEREST - 4

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*Attorney for Mortgage Fund 08, LLC*

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*Attorneys for R. E. Loans, LLC*



*Christina Chase*

DEFENDANT NORTH IDAHO RESORTS, LLC'S NOTICE OF NO OBJECTION TO  
VALIANT IDAHO, LLC'S MOTION TO SUBSTITUTE VALIANT IDAHO, LLC IN PLACE OF  
WELLS FARGO CAPITAL FINANCE, LLC AS THE REAL PARTY IN INTEREST - 5

STATE OF IDAHO  
 COUNTY OF BONNER  
 FIDELITY NATIONAL BANK  
 2014 SEP 10 PM 4 29  
 OLE [Signature]

Richard L. Stacey, ISB #6800  
 Chad M. Nicholson, ISB #7506  
 McCONNELL WAGNER SYKES & STACEY <sup>PLLC</sup>  
 755 West Front Street, Suite 200  
 Boise, Idaho 83702  
 Telephone: 208.489.0100  
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nicholson@lawidaho.com

Attorneys For Valiant Idaho, LLC

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

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

Plaintiff,

vs.

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

Defendants.

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

Case No. CV-09-1810

**VALIANT IDAHO, LLC'S  
 NOTICE OF INTENT  
 TO TAKE DEFAULT**

Honorable Michael J. Griffin

VALIANT IDAHO, LLC,  
an Idaho limited liability company,

Third Party Plaintiff,

vs.

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

Third Party Defendants.

////

////

**TO: Cross-Defendants Dan S. Jacobson, Sage Holdings, LLC and Steven G. Lazar, and their counsel of record, Elsaesser Jarzabek Anderson Elliott & MacDonald, Chartered**

**Cross-Defendants VP, Incorporated and North Idaho Resorts, LLC, and their counsel of record, James, Vernon & Weeks, PA**

**Cross-Defendant ACI Northwest, Inc. and its counsel of record, Finney Finney & Finney P.A.**

**Cross-Defendant T-O Engineers, Inc. and its counsel of record, Amendola Doty & Brumley, PLLC**

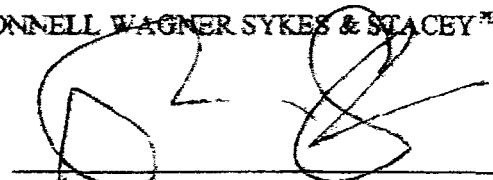
**YOU WILL PLEASE TAKE NOTICE** that demand is herewith made upon you that you answer or otherwise plead to Valiant Idaho, LLC's Counterclaim, Cross-Claim and Third Party Complaint ("Counterclaim/Cross-Claim") on file herein, a copy of which has been heretofore served on you, within three (3) days of service of this notice upon you.

**YOU WILL FURTHER TAKE NOTICE** that if you fail to answer or otherwise plead in response to the foregoing notice within the time herein stated, default may be taken and a judgment entered against you as prayed for in the Counterclaim/Cross-Claim on file herein.

**DATED** this 10<sup>th</sup> day of September 2014.

**McCONNELL WAGNER SYKES & STACEY<sup>PLLC</sup>**

BY:



Richard L. Stacey

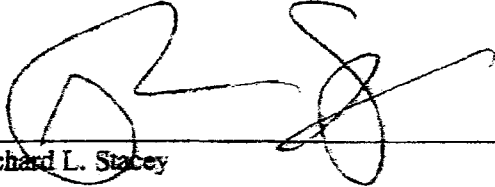
Attorneys For Plaintiff Valiant Idaho, LLC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 10<sup>th</sup> day of September 2014, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

|  |   |
|--|---|
| Gary I. Amendola, Esq.<br>Amendola Doty & Brumley, PLLC<br>702 North 4 <sup>th</sup> Street<br>Coeur d'Alene, Idaho 83814<br>Telephone: 208.664.8225<br>Facsimile: 208.765.1046<br><i>Counsel For T-O Engineers, Inc.</i>  | <input type="checkbox"/> U.S. Mail<br><input type="checkbox"/> Hand Delivered<br><input checked="" type="checkbox"/> Facsimile<br><input type="checkbox"/> Overnight Mail<br><input type="checkbox"/> Electronic Mail<br><a href="mailto:gary@adbattorneys.com">gary@adbattorneys.com</a>       |
| Bruce A. Anderson, Esq.<br>Elsaesser Jarzabek Anderson Elliott &<br>MacDonald, Chtd<br>320 East Neider Avenue, Suite 102<br>Coeur d'Alene, Idaho 83815<br>Telephone: 208.667.2900<br>Facsimile: 208.667.2150<br><i>Counsel For Jacobson, Lazar and Sage Holdings</i> | <input type="checkbox"/> U.S. Mail<br><input type="checkbox"/> Hand Delivered<br><input checked="" type="checkbox"/> Facsimile<br><input type="checkbox"/> Overnight Mail<br><input type="checkbox"/> Electronic Mail<br><a href="mailto:brucea@ejame.com">brucea@ejame.com</a>                 |
| Brent C. Featherston, Esq.<br>Featherston Law Firm, Chtd<br>113 South Second Avenue<br>Sandpoint, Idaho 83864<br>Telephone: 208.263.6866<br>Facsimile: 208.263.0400<br><i>Counsel For Pensco/Mortgage Fund</i>   | <input type="checkbox"/> U.S. Mail<br><input type="checkbox"/> Hand Delivered<br><input checked="" type="checkbox"/> Facsimile<br><input type="checkbox"/> Overnight Mail<br><input type="checkbox"/> Electronic Mail<br><a href="mailto:bcf@featherstonlaw.com">bcf@featherstonlaw.com</a>     |
| Gary A. Finney, Esq.<br>Finney Finney & Finney, P.A.<br>120 East Lake Street, Suite 317<br>Sandpoint, Idaho 83864<br>Telephone: 208.263-7712<br>Facsimile: 208.263-8211<br><i>Counsel For J.V., LLC</i>  | <input type="checkbox"/> U.S. Mail<br><input type="checkbox"/> Hand Delivered<br><input checked="" type="checkbox"/> Facsimile<br><input type="checkbox"/> Overnight Mail<br><input type="checkbox"/> Electronic Mail<br><a href="mailto:garvfinney@finneylaw.net">garvfinney@finneylaw.net</a> |
| John A. Finney, Esq.<br>Finney Finney & Finney, P.A.<br>120 East Lake Street, Suite 317<br>Sandpoint, Idaho 83864<br>Telephone: 208.263-7712<br>Facsimile: 208.263-8211<br><i>Counsel For Pucci Construction/ACI Northwest</i>                                       | <input type="checkbox"/> U.S. Mail<br><input type="checkbox"/> Hand Delivered<br><input checked="" type="checkbox"/> Facsimile<br><input type="checkbox"/> Overnight Mail<br><input type="checkbox"/> Electronic Mail<br><a href="mailto:johnfinney@finneylaw.net">johnfinney@finneylaw.net</a> |

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|---|--|
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Richard L. Stacey

STATE OF IDAHO  
COUNTY OF BONNER  
FIRST JUDICIAL DISTRICT

2014 SEP 12 AM 10:13

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



GENESIS GOLF BUILDERS, INC.,  
formerly known as National Golf  
Builders, Inc., a Nevada corporation,

Plaintiff,

vs.

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

Defendants.

Case No. CV-2009-1810

ORDER SUBSTITUTING  
VALIANT IDAHO, LLC IN PLACE OF  
WELLS FARGO  
CAPITAL FINANCE, LLC  
AS THE REAL PARTY IN INTEREST

Honorable Michael J. Griffin

Defendant Valiant Idaho, LLC's ("Valiant") Motion to Substitute [Valiant] in Place of Wells Fargo Capital Finance, LLC ["Wells Fargo"] as the Real Party in Interest ("Motion") having come regularly before this Court; and having considered the evidence presented and good cause appearing therefor;

**IT IS HEREBY ORDERED** that Valiant's Motion is *granted*. In so doing, Valiant, as the real party in interest, shall hereinafter be, and is substituted in the place of Wells Fargo as a named Defendant in this action.

DATED this 11<sup>th</sup> day of September 2014.

Honorable Michael J. Griffin  
District Court Judge




**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 18<sup>th</sup> day of September 2014, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

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|---|---|
| <p>Gary I. Amendola, Esq.<br/>                 Amendola Doty &amp; Brumley, PLLC<br/>                 702 North 4<sup>th</sup> Street<br/>                 Coeur d'Alene, Idaho 83814<br/>                 Telephone: 208.664.8225<br/>                 Facsimile: 208.765.1046<br/> <i>Counsel For T-O Engineers, Inc.</i></p>   | <p>[ <input checked="" type="checkbox"/> ] U.S. Mail<br/>                 [    ] Hand Delivered<br/>                 [    ] Facsimile<br/>                 [    ] Overnight Mail<br/>                 [    ] Electronic Mail<br/> <u><a href="mailto:garv@adbattorneys.com">garv@adbattorneys.com</a></u></p>       |
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| <p>Brent C. Featherston, Esq.<br/>                 Featherston Law Firm, Chtd<br/>                 113 South Second Avenue<br/>                 Sandpoint, Idaho 83864<br/>                 Telephone: 208.263.6866<br/>                 Facsimile: 208.263.0400<br/> <i>Counsel For Pensco/Mortgage Fund</i></p>   | <p>[ <input checked="" type="checkbox"/> ] U.S. Mail<br/>                 [    ] Hand Delivered<br/>                 [    ] Facsimile<br/>                 [    ] Overnight Mail<br/>                 [    ] Electronic Mail<br/> <u><a href="mailto:bcf@featherstonlaw.com">bcf@featherstonlaw.com</a></u></p>     |
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Clerk of the Court