

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT made this 14th day of December, 2007, by and between SUN MEADOW RESORT, LLC, an Idaho limited liability company, and SUN MEADOW UTILITIES, INC., an Idaho non-profit corporation, both located at 30400 Sunray Trail, Worley, Idaho 83876, herein referred to as "Sellers," and SUN MEADOW LAND COMPANY, LLC, an Idaho limited liability company, 30496 Solstice Court, Worley, Idaho 83876 herein referred to as "Buyer."

RECITALS

A. The Sellers own the real property and improvements used in a business known as "Sun Meadow Resort", referred to herein as the "Resort" or the "Business" located in Kootenai County, Idaho.

B. The Buyer desires to purchase the Sellers' interest in the assets described herein, and the Sellers desire to sell such interest, on the terms described below.

AGREEMENT

FOR AND IN CONSIDERATION of their mutual covenants, the parties agree as follows:

1. **Sale and Purchase.** The Sellers agree to sell and the Buyer agrees to purchase the following property:

(a) The land, buildings, and fixtures attached to the real property, located in Kootenai County, Idaho. This location is more particularly described in Appendix A attached hereto and incorporated herein by reference.

(b) The goodwill, telephone number, and customer list of the Business, and the trade name of "Sun Meadow Resort."

(c) A sewer, water and road system servicing the Resort and a neighboring subdivision, as described in Section 20 of this Agreement (collectively, the "Assets").

2. **Price.** For Seller's interest in the Assets being conveyed, the Buyer shall pay to Sellers the sum of ONE MILLION FOUR HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$1,435,180.00) as follows:

(a) Non-refundable earnest money of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) to be paid to the Sellers upon execution of this Agreement. This

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earnest money shall be released to Seller at the time this Agreement is executed by the parties.

(b) ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00) to be paid to the Sellers at the time of close.

(c) The balance of ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED EIGHTY DOLLARS and NO/00 (\$1,185,180.00) shall be paid pursuant to the terms of a Promissory Note from the Buyer to SUN MEADOW RESORT, LLC, hereinafter referred to individually as "Seller", the parties recognizing that the Assets owned by SUN MEADOW UTILITIES, INC., shall have been paid for, in full, as part of the payment made by the Buyer pursuant to (b) above. The Promissory Note shall provide for the payment of principal and interest on a monthly basis amortized over a forty (40) year period in equal monthly payments, and calling for: (1) a balloon payment of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) on or before June 1, 2009. The buyer agrees to make a good faith effort to use all available means to make the second balloon payment of \$250,000 on or before June 1, 2009. These means shall include, but not be limited to, generating revenue from the business, selling shares of the business, and seeking outside financing. If, after such good faith efforts, the buyer is unable to pay the entire second balloon payment of \$250,000, the sellers agree to borrow that part of the second balloon payment that the buyer is unable to pay. In that event, the buyer agrees to pay to the sellers the difference between the 4% interest payable on the major loan and the interest paid by the sellers on the loan taken by the sellers. The buyer shall pay the difference in interest on that loan until such time as the buyer is able to pay the entire balloon payment of \$250,000. Alternatively, the sellers may elect to extend the due date of the unpaid portion of the second balloon payment until such time as the buyer is able to make such payment, and (2) the entire unpaid principal balance, plus all interest then accrued, on or before June 1, 2028. For the first year the interest rate on the outstanding principal balance shall be three percent (3%) per annum. Thereafter, the interest rate shall increase by one percent (1%) each year on June 1 until

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the seventh year when the interest rate shall be fixed at the prime interest rate in effect on June 1, 2014 as shown in the Wall Street Journal, plus one percent (1%), or eight percent (8%) per annum, whichever is greater. The parties shall on or before June 1 each year, commencing June 1, 2009 and ending June 1, 2014, re-amortize the outstanding principal balance then due over the remainder of the forty (40) year term, to determine a new monthly payment to be paid by the Buyer to the Seller for the next year.

A copy of the Promissory Note is marked Appendix B, attached hereto, and incorporated herein by reference. The property conveyed by the Seller to the Buyer at close shall serve as collateral for the payment of the amount due Seller. At closing the Buyer shall execute a Mortgage in favor of the Seller Sun Meadow Resort, the form of which is attached as Appendix C. Any sale, transfer, or conveyance of the real property described in Appendix A, or any part thereof, or any interest therein, by the Buyer or if the controlling parties of 4C S-Corporation which are Charles and Marguerite Cantlon and Michael and Terri Capshaw, shall drop their interest in the Sun Meadow Land Company LLC below 52% and/or if the interest of the 4C S-Corporation in the Sun Meadow Land Company LLC falls below 51% shall cause the remaining balance owed, plus accrued interest, to become immediately due and payable to the Seller pursuant to the terms of a "Due on Sale" clause set forth in the Mortgage and Promissory Note.

All payments shall be applied first to the accrued interest, then to the principal balance. The Buyer may make prepayments without penalty. A prepayment shall not excuse Buyer's obligation to make the next monthly payment required by the terms of the Promissory Note. In the event of payments which are more than ten (10) days overdue,

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the Buyer shall pay an additional TWO HUNDRED FIFTY DOLLARS (\$250.00) as a late payment fee.

3. **Allocation of Purchase Price.** The price to be paid for the Assets identified in Section 1 shall be allocated as follows:

1.	Real property, building and fixtures	\$ _____
2.	Goodwill, customer lists, and trade name	\$ _____
3.	Physical Assets of Sun Meadow Utilities, Inc.	\$ _____
TOTAL		<u>\$1,435,180.00</u>

The parties agree to use such allocation in reporting such transaction contemplated by this Agreement for federal and state tax purposes.

4. **Title.** All property being conveyed by both Sellers to Buyer shall be free and clear of all liens, encumbrances, and claims, except for the mortgagee interest of the Seller Sun Meadow Resort, LLC. Seller shall convey the real property to Buyer by Warranty Deed, in a form identical to that attached hereto as Exhibit D. At the time of conveyance of the real property title is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any Government having jurisdiction, and rights of way and easements established or of record. Liens, encumbrances, or defects which are to be discharged by both Sellers may be paid out of the money paid by Buyer at the close of sale. In the event that Buyer claims other defects of title, Seller shall have thirty (30) days in which to remove any such defect from the time of Buyer's written notice to Seller of a claim of defect in title. Buyer is entitled, at Buyer's expense, to a title insurance policy showing marketable and insurable title subject to the liens, encumbrances and

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defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Buyer may, at its option, receive a preliminary commitment made by a title insurance company showing the condition of the title to said premises. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the earnest money shall be returned to the Buyer.

5. **Close.** Close of sale and purchase of the Assets described herein shall occur on or before May 23, 2008.

6. **Costs.** The parties shall each be responsible for and pay one-half (1/2) of the Sellers' cost of the document preparation, the fees charged by the closing agent and all other fees and costs involved in the closing of this transaction. Any such fees and costs shall be paid by the parties at the time of close. Except for Buyer's obligation to reimburse Sellers one-half (1/2) of the Sellers' cost of document preparation, each party shall pay their own attorney fees. If Buyer desires title insurance, the Buyer shall pay the cost of same.

7. **Memberships.** All memberships in the Resort shall be transferred by the Sellers to the Buyer at the time of close. Buyer shall honor in full the rights of members in the Resort to the same extent as provided in their membership agreements with Sellers without cost or charge to the Sellers. There shall be no proration of membership fees. All membership fees received by the Sellers prior to the date of close shall be, and remain,

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the Sellers, and any membership fees received on or after the date of close will be that of the Buyer.

8. ***Representations and Warranties.*** Sellers make the following representations and warranties to Buyer and no others:

(a) There are no contractual obligations of the Sellers which continue beyond the closing date and which affect the Assets being conveyed except those specifically set forth herein. There are no material personal property leases, employment contracts, contracts for services or maintenance, or other similar contracts existing or relating to or connected with the operation of the Business that are not cancelable at will.

(b) No litigation is pending involving the Assets being conveyed and no claims of litigation or demands for payment have been threatened.

(c) To the best of Sellers' knowledge, they have in full force and effect all permits, licenses, certifications or other documents issued by any governmental entity necessary to operate the Resort, its business, and to provide the utilities described herein, and there are no investigations now pending by any governmental agency with respect to the same, and there is no pending governmental action of any nature which would adversely affect the sale and purchase of the Assets being conveyed.

(d) Sellers own the Assets being conveyed by the terms of this Agreement, and no other person owns a security interest therein or claims a lien against said Assets to the best of the knowledge and belief of the Sellers.

(e) The Sellers have made available to the Buyer the Sellers' income and expense report for the year 2006. Said report is, to the best of Sellers' knowledge and belief, correct in all material respects. Other than this report, there are no statements,

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representations, or warranties of a financial nature made by Sellers to Buyer upon which the Buyer is relying, and in particular, the Sellers make no representations concerning the future profitability of the Business. Buyer has drawn Buyer's own conclusions with respect to future performance of the Business.

(f) With regard to the Assets being conveyed, the Buyer acknowledges that it has had an ample opportunity to inspect such Assets, including the buildings, fixtures, and real property. Buyer accepts same "as is."

(g) Sellers have the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any federal, state, or local authority or administrative agency are necessary to authorize the execution of this Agreement by Sellers or the consummation by Sellers of the transactions contemplated hereby. This Agreement, when executed and delivered by Sellers shall be valid and binding upon Sellers and enforceable in accordance with its terms.

(h) There are no deficiencies in payment of taxes, assessments, and governmental charges or levies imposed thereon, including accrued interest and penalties, which might become a lien or charge upon the assets.

(i) During the period of Sellers' ownership of the real property, there has been no use, generation, manufacture, storage, treatment, disposal, releases or threatened releases of any hazardous substances by any persons on, under, or about the real property and the Sellers have no knowledge, or reason to believe, that there has been a breach of any environmental laws affecting said property. As used herein, the term "hazardous substance" means any substance or material defined or designated as

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hazardous or toxic waste, hazardous or toxic material, or a hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance.

9. ***Survival of Representations and Warranties.*** All representations and warranties made in this Agreement shall survive the close, except that any party to whom a representation or warranty has been made in this Agreement shall be deemed to have waived any misrepresentation or breach of representation or warranty of which such party had knowledge before close. Any party learning of the misrepresentation or breach of representation or warranty under this Agreement shall immediately give written notice thereof to all other parties to this Agreement.

10. ***Indemnification.*** Unless expressly assumed by Buyer, the Sellers shall defend, indemnify, and hold Buyer harmless from any obligation made by Sellers to third parties and from any act or omission, which has occurred or which will occur as a result of Sellers', or Sellers' employees or agents, in operating the business or as a result of Sellers' use of the property being conveyed by this transaction. The Buyer shall defend, indemnify, and hold Sellers harmless from any obligation made by Buyer, and from any act or omission, which has occurred or which will occur as a result of Buyer, or Buyer's employees or agents, operating the Business or as a result of Buyer's use of the property being conveyed by this transaction.

11. ***Conduct of Business and Use of Assets.*** From the date of this Agreement to and including the date of close, the Sellers may carry on the business of the Resort in the usual and customary manner as has occurred in the past. Sellers represent and warrant that Sellers will utilize their best efforts to continue operations with the same

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standard of quality and service as the Sellers have maintained in the preceding year.

Sellers may use the property to be conveyed to Buyer in the ordinary course of conducting its business. Buyer agrees that any ordinary wear and tear to such property from such use is acceptable to Buyer. Sellers shall not commit waste regarding the property.

12. **Costs.** In the event that either party brings suit for an alleged breach of this Agreement, the prevailing party in such litigation shall be entitled to their reasonable attorney's fees and costs incurred.

13. **Time.** Time is of the essence. The parties shall close this transaction on or before May 23, 2008.

14. **Risk of Loss and Insurance.** Sellers shall bear the risk of loss of the property to be conveyed by the terms of this Agreement, except any loss caused by Buyer, prior to the time of close. In the event the improvements to the real property are damaged or destroyed during the period of time Sellers bear the risk of loss, to the extent of rendering the premises untenable, by fire or other casualty, except any damage or destruction caused by Buyer, either party to this Agreement may elect to rescind and cancel this Agreement by notice in writing to the other within five (5) days after the date of said loss, and the earnest money shall be returned to the Buyer. Commencing on the date of close and at all times thereafter during the existence of this Agreement, Buyer shall bear the risk of loss of said property from all causes, except any loss caused by Sellers, and shall cause all of the insurable improvements on the real property to be insured against loss by fire and additional risks covered by a standard endorsement for extended coverage, in an amount not less than their full insurable value in a company authorized to sell casualty insurance in Idaho. All such insurance shall have attached

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thereto a loss payable clause in favor of and in form acceptable to the Seller. A Certificate of insurance and all renewals thereof shall be deposited with the Escrow Holder named in this Agreement. Buyer shall promptly pay all premiums upon said insurance policy.

In case of loss by any hazard, casualty, or contingency insured against, or in the case of any condemnation proceedings, Buyer shall give immediate notice thereof to Sellers and Sellers may either (1) direct Buyer to collect the proceeds or award, in which case Buyer shall do so with due diligence, or (2) collect the proceeds or award directly by the Sellers, in which case Buyer shall cooperate as directed by Sellers. In either case, the proceeds or award shall be paid to Sellers (and all insurers or condemning authorities are herewith authorized to make such payment), and Sellers shall after reimbursing from such proceeds or award any expenses incurred in the collection or handling of the funds:

(a) If such funds are paid as part of an award for condemnation, the funds shall be paid to the Escrow Holder as a credit on the deferred balance owing Sellers by virtue of this Agreement, and if the award completely pays all sums due Sellers, both matured and unmatured, the remaining funds shall be delivered to Buyer;

(b) If a partial or total loss of the improvements to the real property occurs due to fire or other casualty, and if so requested by Buyer, Seller shall hold the net proceeds for payment of the costs of restoration, replacement or repair of the property damaged or destroyed; or

(c) If a partial or total loss of the improvements to the real property occurs, and if Buyer does not make the request set forth in (b) above, the net proceeds shall be paid to the Escrow Holder as a credit on any portion of the deferred balance then remaining under this Agreement, whether then matured or to mature in the future, or on

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any deficiency judgment, and the balance, if any, shall be paid to Buyer. Seller shall not be responsible for any failure to collect any proceeds or award, regardless of the cause of such failure. The foregoing power and authority is irrevocable and coupled with an interest, and nothing done under this paragraph shall in any way waive any default or affect the security of this Agreement or any liability of Buyer. Foreclosure of the Mortgage shall not affect or impair the above granted powers and authority. As used herein, "partial loss" shall mean that less than ninety-five percent (95%) of the improvements to real property and have been damaged or destroyed. "Total loss" shall mean ninety-five percent (95%) or more of the improvements to real property have been damaged or destroyed.

15. **Escrow Holder.** North Idaho Title Company is hereby designated as the Long-Term Escrow Holder under the terms of this Agreement. All payments to be made by Buyer upon the deferred balance of the purchase price under the terms of the Promissory Note shall be paid to said Escrow Holder for the benefit of Seller. The original of this Agreement, the Promissory Note, and Mortgage, and all other documents and instruments required to be deposited with the Escrow Holder under the terms of this Agreement, shall be deposited with said Escrow Holder and be held by said Escrow Holder, subject to the terms, covenants and conditions of this Agreement. The Escrow Holder is directed to accept and receive this Agreement, receipts evidencing payment of taxes, assessments, and proof of insurance, and to take and receive each and every payment made by Buyer in accordance with and pursuant to the terms of this Agreement and the Promissory Note for the benefit of Seller. The said Escrow Holder shall hold the documents and instruments in escrow for delivery to the Buyer only upon Buyer's full payment of the deferred balance of the purchase price due Seller under the Promissory Note. Upon such delivery to Buyer,

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the duties of the Escrow Holder shall terminate and the Escrow Holder is instructed to record a Satisfaction of Mortgage, executed by the Seller and marked as Exhibit D.

In the event of a default by Buyer as provided in the Promissory Note, or Mortgage, and following notice if required and as specified in this Agreement or by law, all of the documents and instruments so deposited with the Escrow Holder shall be delivered to the Seller, and the duties of the Escrow Holder shall then terminate.

This Agreement together with the additional Escrow Instructions (also called Escrow Agreement) which are required by the Escrow Holder and which the Sellers and Buyer shall execute and deliver to the Escrow Holder, shall constitute the directions and instructions to said Escrow Holder with respect to such escrow and shall define and prescribe the obligations of said Escrow Holder.

The initial and all other charges of the Escrow Holder shall be divided equally between the Sellers and Buyer.

16. **Default of Payment.** Time is of the essence. In the event that the Buyer is in default of payment at the time of close as required by this Agreement, then the Sellers may, at Sellers' option, terminate this Agreement and retain the SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) earnest money paid by Buyer. In that event, the Sellers shall pay any outstanding escrow fees and closing costs and retain the balance of the earnest money, free and clear of any claim of Buyer, and the same shall constitute liquidated damages, it being expressly understood and agreed between the parties that the exact amount of damages sustained by Sellers would be difficult to determine and that the earnest money retained by Sellers in the event of Buyer's breach is a fair and reasonable sum, approximating the amount of the damages sustained by Sellers.

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17. ***Improvements to Property.*** After close, as long as Buyer is indebted to Seller Sun Meadow Resort, LLC on the Promissory Note, Buyer shall have the right to make or install permanent improvements upon the real property described in this Agreement, only upon the following conditions:

(a) Any such improvement made shall be additional collateral and part of the mortgage which provides security to Seller for the payment of the balanced owed Seller;

(b) All improvements shall be in conformity with all applicable codes, and installed and made in a good and workmanlike manner, and Buyer makes or installs said improvements as a volunteer, with full knowledge and acceptance of the fact that Buyer is not entitled to any credit payment, or reimbursement from Seller for the cost or value or said improvements, and

(c) Buyer makes or constructs said improvements at its own cost and expense, and

(d) Buyer is not the agent of Seller for the purpose of making or constructing said improvements or for any other purpose, and

(e) Buyer shall not allow or suffer any liens or encumbrances to be attached to or filed upon the said property for any work or materials used thereon and it will hold Seller entirely harmless from any liability for such work and materials and from any liens or encumbrances upon said property as a result thereof, including without limitation, any and all expenses, attorney fees and costs including fees and costs on appeal, incurred by Seller to litigate against or remove such liens or encumbrances.

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18. **Possession.** Subject to the terms of the Mortgage, the Buyer shall be entitled to the possession of the real conveyed by this Agreement from and after the date of close.

19. **Taxes, Liens and Encumbrances.** Real and personal property taxes shall be prorated at close. After close Buyer shall timely pay all real and personal property taxes in a timely manner and not allow them to become delinquent. Buyer shall not allow or suffer any liens or encumbrances to attach or be filed against any part of the property described in this Agreement; PROVIDED, HOWEVER, that should any lien or encumbrance attach or be filed which Buyer, in good faith, deems invalid either in whole or in part, Buyer shall have the right to diligently litigate and obtain judicial determination regarding the validity or extent of such lien or encumbrance, including appellate determination, and should such proceeding be resolved against Buyer, then Buyer shall immediately satisfy and discharge the same. In this regard, Buyer shall prosecute or defend such litigation at Buyer's own cost and expense on behalf of and for the benefit of all parties to this Agreement. Buyer shall not be barred from taking such legal action as Buyer shall deem necessary or useful to protect Buyer's interest in said property.

20. **Sun Meadow Utilities, Inc.** The Managing Members of Seller Sun Meadow Resort, LLC, Thomas F. Janson and Linda B. Janson, formed an Idaho nonprofit corporation named "Sun Meadow Utilities, Inc." Said corporation is providing utility services to both the Resort and a neighboring subdivision. The Property used by Sun Meadow Utilities, Inc. within the Resort includes a sewage lagoon, sewer lines, two (2) water wells, pumps and a distribution network of waterlines. The corporation also performs road maintenance. The Seller Sun Meadow Resort, LLC owns the real property and

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improvements used by the corporation, and the corporation's assets are limited to its leases and/or for other agreements with its customers, its permits and licenses, its financial records and its operation and maintenance accounts accrued from its customers. These Assets are being transferred to Buyer's managing members and not the Buyer, who intend to continue operation of the non-profit corporation as its members. The improvements used for operation of the sewer, water and road maintenance services shall be transferred from Seller to Buyer as part of this transaction. At the time of close, Thomas F. Janson and Linda B. Janson shall resign from the corporation's board of directors and further resign in all capacities as officers, members, agents, or employees of Sun Meadow Utilities, Inc., and Seller Sun Meadow Resort, LLC shall take all steps necessary to convey any interest they have in and to Sun Meadow Utilities, Inc. to Buyer.

21. **Assignment.** The Buyer shall not assign their interest in this Agreement, or any part thereof, without the express written consent of the Seller.

22. **Miscellaneous.** Each of the parties has been represented by its own independent legal counsel.

All prior negotiations, understandings and agreements with respect to this transaction are merged herein.

This Agreement shall not be modified or amended except in writing and signed by all parties hereto.

This Agreement is binding upon the parties, their successors and assigns.

This Agreement and all documents executed and delivered in connection herewith and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the state of Idaho. The parties acknowledge and agree that

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venue for any suit, litigation, or other similar proceeding shall be designated as the district court of the First Judicial District of the state of Idaho, in and for the county of Kootenai.

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which it or he may be entitled. The right to such attorney's fees, expenses, and costs shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Each party hereto covenants and agrees to prepare, execute, acknowledge, file, record, publish, and deliver to the other parties hereto such other instruments, documents, and statements, including without limitation instruments and documents of assignment, transfer, and conveyance, and take such other action as may be reasonably necessary or convenient in the discretion of the requesting party to carry out more effectively the purposes of this Agreement.

Except for the debt and obligations created by the terms of this Agreement and the instruments attached hereto, it is the intent and purpose of the parties, and the parties do hereby, at the time of close, release any and all claims, debts and causes of action against the other party to this transaction.

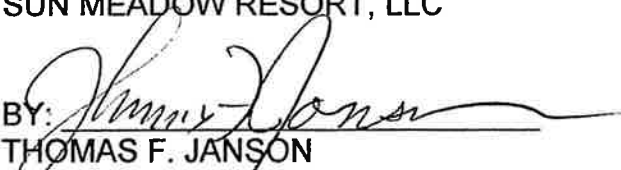
Buyer acknowledges that the real property is located within the boundaries of the Coeur d'Alene Indian Reservation and that the real property, and the business conducted thereon, may be subject to regulation by the Coeur d'Alene Tribe.

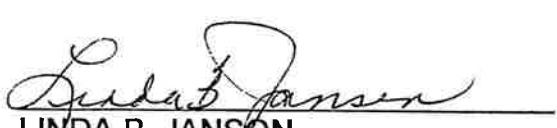
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This Agreement may be signed in counterpart, that is, this Agreement shall be fully executed when all those persons who are to sign on behalf of a party have signed a copy of this Agreement. Not all of such persons need sign the same copy.

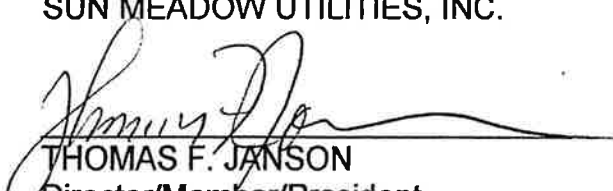
SELLER:

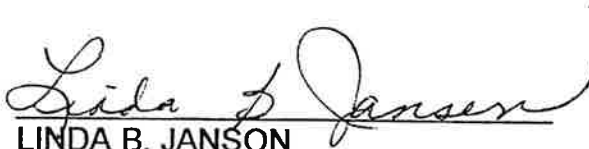
SUN MEADOW RESORT, LLC

BY: 
THOMAS F. JANSON
Managing Member


LINDA B. JANSON
Managing Member

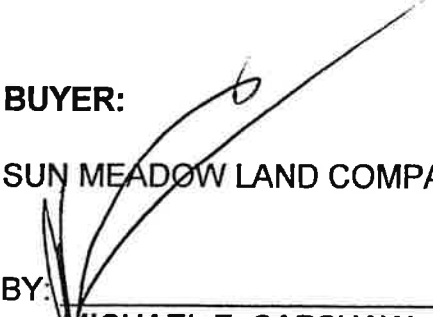
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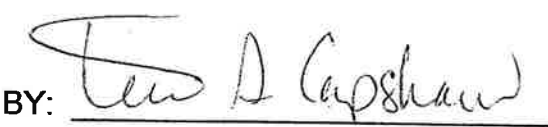

THOMAS F. JANSON
Director/Member/President


LINDA B. JANSON
Director/Member/Secretary-Treasurer

BUYER:

SUN MEADOW LAND COMPANY, LLC

BY: 
MICHAEL F. CAPSHAW
Managing Member

BY: 
TERRI A. CAPSHAW
Managing Member

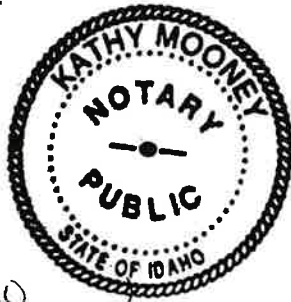
BY: 
CHARLES R. CANTLON
Managing Member

BY: 
MARGUERITE R. CANTLON
Managing Member

State of Idaho)
) ss.
County of Kootenai)

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IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Kathy A. Mooney
Notary Public for Idaho
Residing At: Pleummer
Commission Expires: 9/14/2013

State of Idaho

County of Pootena) ss

On this 14th day of December, 2007, before me, the undersigned notary public, personally appeared CHARLES R. CANTLON and MARGUERITE R. CANTLON, managing members of Sun Meadow Land Company, LLC, an Idaho limited liability company, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

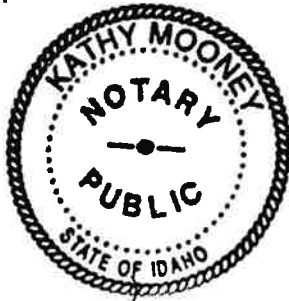


Kathy A. Mooney
Notary Public for Idaho
Residing At: Pleummer
Commission Expires: 9/14/2013

SCANNED
SEP 27 2010

On this 14th day of December, 2007, before me, the undersigned notary public, personally appeared THOMAS F. JANSON and LINDA B. JANSON, managing members of SUN MEADOW RESORT, LLC, an Idaho limited liability company, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Kathy A. Mooney
Notary Public for Idaho
Residing At: Reumert
Commission Expires: 9/14/2013

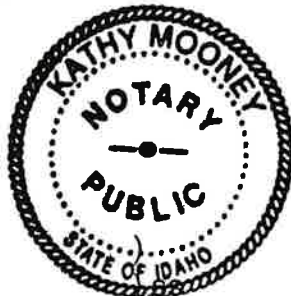
State of Idaho

) ss.

County of Kootenai)

On this 14th day of December, 2007, before me, the undersigned notary public, personally appeared THOMAS F. JANSON and LINDA B. JANSON, as, respectively, Director/Member/President and Director/Member/Secretary-Treasurer, of SUN MEADOW UTILITIES, INC., an Idaho corporation, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Kathy A. Mooney
Notary Public for Idaho
Residing At: Reumert
Commission Expires: 9/14/2013

State of IDAHO

County of Kootenai)

On this 14th day of December, 2007, before me, the undersigned notary public, personally appeared MICHAEL F. CAPSHAW, TERRI A. CAPSHAW, managing members of Sun Meadow Land Company, LLC, an Idaho limited liability company, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same on behalf of said limited liability company.

SCANNED
SEP 27 2010

APPENDIX "A"

The real property to be conveyed is the South half of the Southwest quarter of Section 23, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and is also described as follows:

PARCEL NO. 1:

The Southeast quarter of the Southwest quarter, Section 23, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, excluding approximately five (5) acres according to the recorded plat of Sun Meadow Estates, which plat is recorded in the office of the county recorder, Kootenai County, Idaho, parcel number 47N04W236600

PARCEL NO. 2

The Southwest quarter of the Southwest quarter of Section 23, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, parcel number 47N04W236575

PARCEL NO. 3:

Sun Meadow Estates Private Roads, approximately 5.4 acres, parcel number 080200000RD0

SCANNED
SEP 27 2010

WARRANTY DEED

WARRANTY DEED, made this 23rd day of May, 2008, between SUN MEADOW RESORT, LLC, an Idaho corporation, of 30400 Sunray Trail, City of Worley, County of Kootenai, State of Idaho 83876, herein referred to as "Grantor"; and SUN MEADOW LAND COMPANY, LLC, an Idaho limited liability company, of 30496 Solstice Court, City of Worley, County of Kootenai, State of Idaho 83876, herein referred to as "Grantees".

WITNESSETH:

That Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do by these presents grant, bargain, sell, convey, and confirm unto Grantee, and its successors and assigns forever, all the following described real estate situated in Kootenai County, State of Idaho, to-wit:

The real property to be conveyed is the South half of the Southwest quarter of Section 23, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and is also described as follows:

PARCEL NO. 1:

The Southeast quarter of the Southwest quarter, Section 23, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, excluding approximately five (5) acres according to the recorded plat of Sun Meadow Estates, which plat is recorded in the office of the county recorder, Kootenai County, Idaho, parcel number 47N04W236600

PARCEL NO. 2

The Southwest quarter of the Southwest quarter of Section 23, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, parcel number 47N04W236575

PARCEL NO. 3:

Sun Meadow Estates Private Roads, approximately 5.4
acres, parcel number 080200000RD0

Grantor, for itself, its heirs and assigns, does hereby covenant, warrant
and shall defend the quiet and peaceable possession of said premises by the Grantee,
its successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on
the day and year first above written.

GRANTOR:

SUN MEADOW RESORT, LLC

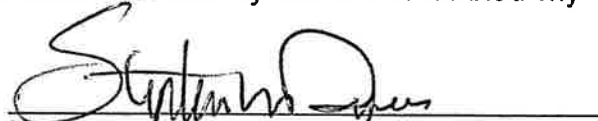

THOMAS F. JANSON
Managing Member


LINDA B. JANSON
Managing Member

State of Idaho)
County of Kootenai) ss.

On this 23rd day of MAY, 2008, before me, the undersigned
notary public, personally appeared, THOMAS F. JANSON and LINDA B. JANSON,
known or identified to me to be the managing members of SUN MEADOW RESORT,
LLC, that they executed the instrument as managing members of said limited liability
company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the date first above written.


Notary Public in and for Idaho
Residing at: Coeur d'Alene
Commission expires: 12/28/12



MIKE McDOWELL
KOOTENAI COUNTY ASSESSOR
PO Box 9000
451 Government Way
Coeur d'Alene, ID 83816-9000

ASSESSMENT NOTICE

BUDGET HEARING INFORMATION
2010 Annual - Real Property

THIS IS NOT A BILL.
DO NOT PAY.

June 1, 2010

31

For any questions, please notify the Assessor's Office immediately.
Assessor's Telephone Number: (208) 446-1500

Appeals of your property value must be
filed in writing on a form provided by the
County by: **June 28, 2010 5:00 PM**

SUN MEADOW LAND COMPANY LLC
30496 S SOLSTICE CT
WORLEY ID 83876-8848

125350
1/3
56872 5 8



AIN # 125350

Parcel # 47N04W236575

Tax Code Area: 066000

Parcel Address: 30400 S SUNRAY TRL
Parcel Description: SW-SW 23 47N 04W



ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
06 Prod forest Use Value	24.5000		12921
12 Rural Land	1.0000	60000	54000
13 Rural com tract	14.5000	158400	80820
34 Res imp on 12		110035	103038
35 Comm imp on 13		1355175	1280715
Sub Total:	40.0000	1683610	1531494
Less Exemptions:			
Net Taxable Property Value:	40.0000	1683610	1531494

BUDGET HEARING INFORMATION

TAXING DISTRICTS	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
1-KOOTENAI CO	208-446-1600	Aug 18, 2010 6:00pm
229-WORLEY HIGHWAY #4	208-664-0483	Aug 27, 2010 9:00am
234-SCHOOL DIST #44J-OTHER	208-686-1621	Jun 14, 2010 7:00pm
247-WORLEY FIRE	208-686-1718	Aug-31, 2010 7:00pm
271-KOOT FREE LIBRARY	208-772-5612	Aug 25, 2010 6:00pm
351-N ID COLLEGE	208-769-3342	Apr 21, 2010 6:00pm
354-KOOTENAI-EMS	208-930-4224	Aug 19, 2010 3:00pm

SEP 27 2010

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See the back of this Notice for details.

MIKE McDOWELL
KOOTENAI COUNTY ASSESSOR
PO Box 9000
451 Government Way
Coeur d'Alene, ID 83816-9000

ASSESSMENT NOTICE
BUDGET HEARING INFORMATION
2010 Annual - Real Property

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June 1, 2010

5100

For any questions, please notify the Assessor's Office immediately.
Assessor's Telephone Number: (208) 446-1500

Appeals of your property value must be
filed in writing on a form provided by the
County by: **June 28, 2010 5:00 PM**

SUN MEADOW LAND COMPANY LLC
30496 SOLSTICE CT
WORLEY ID 83876

191202
2/3
56872 5 8

AIN # 191202

Parcel # 47N04W236600

Tax Code Area: 066000

Parcel Address:
Parcel Description: SE-SW EX PLTD PTN 23 47N 04W



ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
06 Prod forest Use Value	27.0000		15822
10 Homesite	7.9360	33000	37497
12 Rural Land		67872	
Sub Total:	34.9360	100872	53319
Less Exemptions:		100872	53319
Net Taxable Property Value:	34.9360		

BUDGET HEARING INFORMATION

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1-KOOTENAI CO	208-446-1600	Aug 18, 2010 6:00pm
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SEP 27 2010

KE McDOWELL
OTENAI COUNTY ASSESSOR
Box 9000
1 Government Way
Leur d'Alene, ID 83816-9000

ASSESSMENT NOTICE
BUDGET HEARING INFORMATION
2010 Annual - Real Property

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June 1, 2010

5110

For any questions, please notify the Assessor's Office immediately.
Assessor's Telephone Number: (208) 446-1500

Appeals of your property value must be
filed in writing on a form provided by the
County by: **June 28, 2010 5:00 PM**

SUN MEADOW LAND COMPANY LLC
30496 SOLSTICE CT
WORLEY ID 83876

234311
3/3
56872 5 8

AIN # 234311

Parcel # 080200000RD0

Tax Code Area: 066000

Parcel Address:
Parcel Description: SUN MEADOW ESTATES, PRIVATE RDSS 26 47N 04W

ASSESSED VALUE OF YOUR PROPERTY			
CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
15 Rural Subdivided land	5.4140	1000	1000
Sub Total:	5.4140	1000	1000
Less Exemptions:	5.4140	1000	1000
Net Taxable Property Value:			

BUDGET HEARING INFORMATION

TAXING DISTRICTS	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
1-KOOTENAI CO 229-WORLEY HIGHWAY #4 234-SCHOOL DIST #44J-OTHER 247-WORLEY FIRE 271-KOOT FREE LIBRARY 351-N ID COLLEGE 354-KOOTENAI-EMS	208-446-1600 208-664-0483 208-686-1621 208-686-1718 208-772-5612 208-769-3342 208-930-4224	Aug 18, 2010 6:00pm Aug 27, 2010 9:00am Jun 14, 2010 7:00pm Aug 31, 2010 7:00pm Aug 25, 2010 6:00pm Apr 21, 2010 6:00pm Aug 19, 2010 3:00pm

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SCANNED
SEP 27 2010