



Pioneer Title Co.

GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho 83814

DATE: April 16, 2010

ORDER NO.: 136220

RE: TBD
Mountain West Bank

Enclosed:

Commitment

E-mail: SBoudreaux@markbottles.com

Thank you for giving us the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us.

If you have any questions, please contact the following:

TITLE OFFICER

Tanya Travis

ESCROW OFFICER

Kim Divine



Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

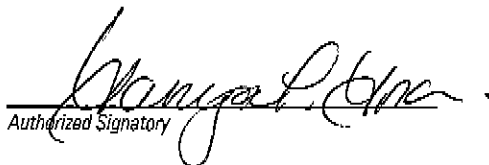
IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

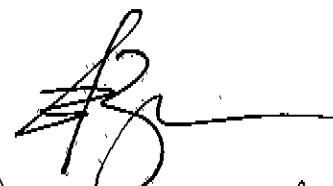
Issued through the Office of

Pioneer Title Company of Kootenai County
100 Wallace Avenue
Coeur d'Alene, ID 83814
(208) 664-8254

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signatory

By



President

Attest



Secretary

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

Pioneer Title Company of Kootenai County
100 Wallace Avenue
Coeur d'Alene, ID 83814
(208) 664-8254/Fax (208) 664-9479
Escrow Officer: Kim Divine
Title Officer: Tanya Travis

Order No. 136220

1. **Effective Date:** April 5, 2010 at 8:00 A.M.

2. Policy or Policies to be issued:	Policy Amount	Amount
(a) <input checked="" type="checkbox"/> A.L.T.A. Owner's Proposed Insured: TBD	TBD	\$300.00
Endorsements:		
	Total Premium:	\$ 300.00
(b) <input type="checkbox"/> A.L.T.A. Loan Proposed Insured: NONE	- 0 -	-0-
Endorsements:		
	Total Premium:	\$ 0.00

3. The estate or interest in the land described or referred to in this Commitment and Covered herein is:

Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

Mountain West Bank

5. The land referred to in this Commitment is described as follows:

Lot 181, Block 5, GOZZER RANCH GOLF AND LAKE CLUB II, according to the plat thereof filed in Book "J" of Plats, Pages 316 through 316J, official records of Kootenai County, Idaho.

File No.: 136220

0042CG ALTA Commitment (6/17/06)- Schedule A

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COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

EXCEPTIONS

Order Number: 136220

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
2. **General Exceptions:**
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
 - (c) Easements, or claims of easements, not shown by the public records.
 - (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (e) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
 - (f) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

***PARAGRAPHS A, B, C, D, E AND F WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B- SECTION II.**

File No.: 133407

ALTA Commitment (6/17/06) – Schedule B I

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**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

SPECIAL EXCEPTIONS

Order Number: 136220

Schedule B of the policy or policies to be insured will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. General taxes for the year 2010, which are liens, are not yet due and payable.

Tax Parcel No.: 0-J316-005-181-0, A.I.N. #: 302638.

2. The taxes showing in the title report and closing documents reflect the current information available from the Kootenai County Treasurer. Any discrepancy with the taxes will be the responsibility of the seller/borrower.

3. Liens and assessments of The Gozzer Ranch Association and the rights and powers thereof as provided by law. No delinquencies appear in the County Recorder's office.

4. Liens and assessments of The North Kootenai Water District and the rights and powers thereof as provided by law. No delinquencies appear in the County Recorder's office.

5. Terms and provisions set forth in agreement between the parties herein named.

Between: East Side Highway District

And: Discover CDL Investors, LLC, a Delaware limited liability company

Recorded: September 26, 2005

Instrument No.: 1983183

Providing: Development Agreement

Addendum to Development Agreement recorded April 25, 2006, Instrument No. 2027476000.

6. Covenants, conditions, restrictions and easements as set forth on the face of the hereinafter named plat.

Filed/Recorded: Book J of Plats, Page 262 through 262J

Name of Plat: Gozzer Ranch Golf and Lake Club I

Affidavit of Minor Correction to Plat, recorded January 3, 2006 as Instrument No. 2005275.

7. Covenants, Conditions, Restrictions and Easements

Recorded: October 31, 2005

Instrument No.: 1992179

Among other things, said document provides that at the time of each lot sale, Gozzer Ranch Association will collect \$700.00 as a working capital contribution.

Declaration of Annexation of First Addition recorded May 9, 2006 as Instrument No. 2030382000.

Declaration of Annexation of Second Addition recorded October 20, 2006 as Instrument No. 2062406000.

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ALTA Commitment (6/17/06) – Schedule B II

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**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

SPECIAL EXCEPTIONS

Order Number: 136220

8. Covenants, conditions, restrictions and easements as set forth on the face of the hereinafter named plat.

Filed/Recorded: Book J of Plats, Page 316 through 316J

Name of Plat: Gozzer Ranch Golf and Lake Club II

9. A Deed of Trust to secure an indebtedness of \$637,500.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: July 5, 2006

Grantor: Wayne F. Rabold and Carolyn L. Rabold, husband and wife

Trustee: North Idaho Title Insurance Company, Inc.

Beneficiary: Mountain West Bank

Recorded: July 18, 2006

Instrument No.: 2044011000

Loan No.: 017725070

An Appointment of Successor Trustee.

Successor Trustee: Paul Harrington

Recorded: August 6, 2009

Instrument No.: 2226241000

10. A Deed of Trust to secure an indebtedness of \$50,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: July 5, 2006

Grantor: Wayne F. Rabold and Carolyn L. Rabold, husband and wife

Trustee: North Idaho Title Insurance Company, Inc.

Beneficiary: Mountain West Bank

Recorded: July 18, 2006

Instrument No.: 2044012000

Loan No.: 01-7725119

11. Title to vest in the name of a person or persons to be submitted and when so vested will be subject to matters which may be disclosed by a search of the records against the name of said person or persons.

Notes:

1. The address of the subject property is described as follows: **6998 S. Nighthawk Ct., Harrison, ID 83833**

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ALTA Commitment (6/17/06) – Schedule B II

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**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

SPECIAL EXCEPTIONS

Order Number: 136220

2. General taxes for the year 2009, which were a lien, in the amount of \$4,472.26, are paid.
Parcel No.: 0-J316-005-181-0, A.I.N. #: 302638.
3. There is no notice of record and therefore no search has been made of any unpaid charges or fees for sewer, water, garbage, irrigation and other possible utility services
4. In the event that any or all of the sellers are foreign persons or entities, please notify Pioneer Title Company for further arrangements must be made prior to closing.
5. Examination of the records discloses no matters pending against the names of the proposed purchaser(s).
6. In the event that this transaction fails to close, a minimum fee of \$100.00 will be charged to comply with the State Insurance Code.
7. Because of the provisions of the Idaho Homestead Law (Chapter 10, Title 55, I.C.), the company will require:
 - (a) The personal execution and acknowledgement of any deed, deed of trust, mortgage or special power of attorney to convey or encumber the homestead by the vested owner and spouse, if any.

Or in the alternative

- (b) an affidavit, signed by the vested owner and spouse which states (i) that the land described herein is not their principal resident, (ii) the land is not claimed as homestead property; and (iii) their principal residence is .(and if applicable, the vested owner is not married).

END OF SCHEDULE B

File No.: 136220

ALTA Commitment (6/17/06) – Schedule B II

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