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2004 MAR 20 11 0 35

Attorneys for Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In Re:) Case No. 03-21652
)
GERALD & ONA LINDSEY,)
) AFFIDAVIT OF BARRY MCHUGH IN
) SUPPORT OF SECOND MOTION TO
Debtors.) AMEND THE PETITION AND MOTION
) FOR TURNOVER OF PROPERTY
)
_____)

STATE OF IDAHO)
) ss.
County of Kootenai)

Barry McHugh, being first duly sworn upon oath deposes and says:

1. I am the attorney of record for Ford Elsaesser, Chapter 7 Trustee in the Gerald and Lindsey Bankruptcy. I am over the age of 18 and I have personal knowledge of the following facts.
2. On March 1 and 15, 2004, I participated in the § 341 examination of Gerald and Ona Lindsey (hereinafter "Debtors"). I am attaching as Exhibit 1 true and correct excerpts of the transcript prepared from the examination of the Lindseys on March 1, 2004.
3. On March 8, 2004, I traveled to Debtors' residence to participate in an inspection and inventory of the residence and the personal property in and around their residence.

AFFIDAVIT OF BARRY McHUGH IN SUPPORT OF SECOND MOTION TO
AMEND THE PETITION AND MOTION FOR TURNOVER OF PROPERTY - 1

ORIGINAL

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4. During the course of inspecting Debtors' residence, which has garage space for at least 4 vehicles, I observed a vehicle which Mr. Lindsey represented to be owned by his daughter and son-in-law. Mr. Lindsey said his daughter had borrowed Mrs. Lindscy's vehicle for the day and had left their vehicle at the residence. Upon an inspection of the shop building, which is located down a hill and approximately 100-200 yards from Debtors' residence, I found the vehicle used by Mr. Lindsey, a Chevrolet Yukon. When asked why he had parked his vehicle in the shop on that day during the continued hearing on March 15, 2004, Mr. Lindsey did not have a clear explanation, saying that he might have parked it in the shop to have it worked on. However, when asked, Mr. Lindsey did not know if he was going to have it worked on. Mr. Lindsey stated that he did not have access to an office building and a storage building and therefore our inspection and inventory was not complete

5. During the continued hearing on March 15, 2004, Mr. Lindsey was asked about a \$660,000.00 cash withdrawal he made in 2000. Mr. Lindsey confirmed the withdrawal of the funds, and testified that he had loaned the money to a man. However, he refused to provide many details of the transaction when asked. He refused to disclose the name of the person to whom he had loaned the money. Mr. Lindsey testified that he had determined the loan was uncollectible. When it was explained to Mr. Lindsey that he needed to provide the details of the loan in order for the Trustee to determine whether there was an asset which might be available for the estate, he still refused to answer questions, saying he would violate a "trust relationship" by doing so. Mr. Lindsey said he would go to jail before providing the name of the individual to whom he had loaned the money. The transcript of the March 15, 2004 examination is not yet completed and will be provided upon receipt.

6. I am attaching as Exhibit 2 a true and correct copy of Exhibit 10 from the March 1, 2004

§ 341 examination.

7. I am attaching as Exhibit 3 a true and correct copy of the document establishing the Searchlight Trust, as identified by Gerald Lindsey at the March 1, 2004 § 341 examination.

8. I am attaching as Exhibit 4 a true and correct copy of a document identified by Gerald Lindsey at the March 1, 2004 § 341 examination as equipment previously owned by Searchlight Trust.

9. I am attaching as Exhibit 5 a true and correct copy of the registration and Certificate of Liability Insurance on the vehicle used by Gerald Lindsey which were provided to the Trustee by Gerald Lindsey on March 1, 2004.

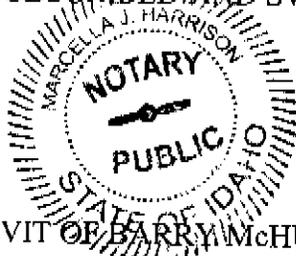
10. I am attaching as Exhibits 6 and 7 true and correct copies of a letter from Mike Ioane to Gerald Lindsey and a printout from the Nevada Secretary of State, which show a mailing address of 801 Woodside Road, Suite 14-404, Redwood City, California 94061 for Mr. Ioane and National Holding Trust. This is the same address Gerald Lindsey indicated he used for Mr. Ioane. This is a mail box at the Pack and Mail Center which is the subject of the Trustee's Motion for Turnover of Mail.

FURTHER, AFFIANT SAYETH NAUGHT.

DATED this 23rd day of March 2004.

Barry McHugh
Barry McHugh

SUBSCRIBED AND SWORN to before me this 23rd day of March 2004.

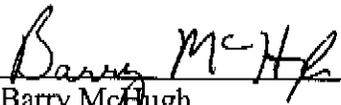


Marcella J. Harrison
Notary Public in and for Idaho
Residing at: Coeur d'Alene
My Commission Expires: 4.11.08

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of March, 2004, a true and correct copy of the forgoing AFFIDAVIT OF BARRY McHUGH IN SUPPORT OF SECOND MOTION TO AMEND THE PETITION AND MOTION FOR TURNOVER OF PROPERTY was served upon the following via U.S. Mail, first class, postage prepaid.

Ford Elsaesser Chapter 7 Trustee P.O. Box 2220 Sandpoint, ID 83864	U.S. Trustee 304 N. 8 th Street, Rm 347 Boise, ID 83702
Brit D. Groom Attorney at Law P.O. Box 218 Grangeville, ID 83530	Warren Derbidge US Attorney's Office 877 W. Main Ste. 201 Boise, ID 83702
Sheila R. Schwager Hawley Troxell P.O. Box 1617 Boise, ID 83701-1617	Gerald & Ona Lindsey HC01 Box 109A White Bird, ID 83554
Mountain Property Management and Trust Company HC01 Box 109B White Bird, ID 83554	National Holding Trust HC01 Box 109B White Bird, ID 83554
Equitable Financial Service HC01 Box 109B White Bird, ID 83554	



Barry McHugh

7 Q. Mr. Lindsey, I'll go ahead and start with
8 you. You give your address as HC 01 Box 109B, White
9 Bird, Idaho; is that correct?

10 A. That's correct.

11 Q. Okay. And is that a piece of real estate
12 upon which you reside?

13 A. That's -- yes, that's correct.

14 Q. Okay. And where is that real estate in
15 relation to the town of White Bird?

16 A. It's about a mile and a half south of White
17 Bird, across the Salmon River from Hoot's Cafe.

18 Q. Okay. And if I were driving to this
19 location from the north, how would I get to the
20 location where you live?

21 A. You would go down past Hoot's Cafe about a
22 half a mile, turn right, go about three-quarters of a
23 mile until you come to a big silver bridge, crosses
24 the Salmon River. You turn left on the end of the
25 bridge after you cross it. Then you go about a --

1 one mile south on the Deer Creek Road, and you'll see
2 it. The property lays off to the left of the road
3 about one mile south of the Salmon River Bridge.

4 Q. Okay. And this real property, how -- how
5 large a piece of real property approximately is that?

6 A. It's around two hundred and seventy acres.

7 Q. Okay. And you live in a home on that
8 property?

9 A. Yes. I live in a home as a caretaker on
10 the property.

11 Q. Okay. And how large is the home that you
12 live in as a caretaker?

13 A. It's a large home. Approximately -- it's a
14 two -- two-story, basement and a top story. It's
15 approximately nine thousand square feet. It was
16 built to do a bed and breakfast, which we have never
17 had the money -- or the trust hasn't had the money to
18 do it yet.

11 Q. Okay. And what is the Searchlight Trust?

12 A. That was a trust that was formed in 1964,
13 July the 16th, 1964.

14 MRS. LINDSEY: No. '94.
15 A. '94.
16 Q. '94?
17 A. '94. I was thinking of my corporation. It
18 was in '64.
19 Q. All right.
20 A. It was a trust set up for estate planning
21 for my children and my grandchildren, and it's an
22 irrevocable business trust.
23 Q. Okay. And, have they maintained title to
24 all the personal property ever since that time?
25 A. That's correct. Everything was signed

16

1 over, my property and everything that I owned in 1994
2 and '95, everything was changed titles and done
3 correctly through the courthouse.

23

20 Q. And, when a trustee resigns or retires or
21 dies -- I'll admit to you I haven't read this --
22 who -- who names the new trustee?
23 MRS. LINDSEY: The administrator.
24 A. Be the administrator of the trust, whoever
25 that was at the time. And I don't know who it was.

24

1 Q. You mean, is the administrator somebody
2 different than the trustee?
3 A. Yes. They have an administrator -- I
4 believe they have an administrator and the two
5 trustees, but then I don't know.
6 Q. Now, who was the administrator?
7 A. I know who is now, but I didn't know
8 there -- Mike Ioane is right now.
9 Q. Okay. And how do you spell his last name?
10 A. I don't know.
11 Q. How do you --
12 A. I-O-N-E, I think.
13 Q. How do you know that he is the
14 administrator now?
15 A. I -- I don't know how I know. Brit might
16 help me on that.

17 MR. ELSAESSER: Do you know, Mr. Groom,
18 how -- how he would know who the administrator is?
19 MR. GROOM: Well, Mr. Ioane has represented
20 that he is the administrator. And I have his -- I
21 don't have his phone number with me, but all I've
22 contacted him with is -- is talking to him on the
23 telephone. I have a phone number, cell phone number
24 for him, and he's in California.

29

2 Q. Right. And you had acquired the property
3 when?
4 A. I think I started -- the ranches I bought
5 in '87 and '88 and '89.
6 Q. Okay. And you sold off some property,
7 correct?
8 A. I've sold off all of it except just the two
9 hundred and seventy acres.
10 Q. Okay. That you talked about earlier?
11 A. Yes, uh-huh.
12 Q. Okay. And had you sold off the other
13 pieces before you began the Searchlight Trust?
14 A. No. Most all of it was sold after.
15 Q. By the trust?
16 A. By the trust.
17 Q. Okay.
18 A. That's correct.
19 Q. So, when you said just a couple questions
20 ago that you sold off all but two hundred and seventy
21 acres --
22 A. Yeah. It wasn't me that sold it off; it
23 was --
24 Q. Who -- who sold it?
25 A. The trust sold it.

30

1 Q. Did you ever -- did you ever talk to any of
2 the buyers?
3 A. I think I was working as a -- for the trust
4 at that time as an agent to help -- you know, I was
5 still trying to help with the business, what I could,
6 but I was bound to have talked to some of the buyers.

15 Q. How much money did you give to the trust in
16 '94?

17 A. I never give them -- I don't know.

18 Whatever was in the bank account went to the trust
19 and all the property. We had several thousands of
20 acres of property. All the vehicles, the equipment
21 of L.T. and L.'s that had to be -- was still in -- in
22 operation. There was slugs of stuff. It took -- I
23 don't know. There was lots of it.

1 MR. ELSAESSER: But I guess I'll -- I'll
2 just resume my questions of you, Mr. Lindsey.

3 Q. (BY MR. ELSAESSER) The fact that -- I
4 don't understand where Mr. Ioane would have any
5 authority anywhere to do anything with regard to this
6 property. I've never seen a single document that
7 would indicate, and I'd like you to explain to me why
8 you think he, having never met him and never spoken
9 with him, that he has any authority to do anything
10 with this property?

11 A. My understanding, the administrator of the
12 trust has the authority.

13 Q. But you've never seen a document that makes
14 him administrator of the trust?

15 A. No, I don't -- I don't know, no.

16 Q. So, how do you believe -- how do you come
17 to believe that he has some legal or business
18 authority to act on behalf of Searchlight Trust?

19 A. I just assumed that he was.

20 Q. Do you -- do you know if Mr. Ioane has ever
21 been on the property?

22 A. Not that I -- I don't know.

23 Q. Okay. Has Miss Fowler -- what has
24 Miss Fowler told you about conversations she's had
25 with Mr. Ioane?

1 A. She don't tell me very much, because she
2 was interrogated, too, on these judgment things and
3 different things that -- and she's upset.

4 Q. Okay.

5 A. And she don't -- she don't tell me what's

6 going on with the --
7 Q. Okay.
8 A. -- trust. I'm kind of setting out here in
9 the cold and getting worried about where I'm going to
10 live.
11 Q. And why? I want to know why you feel that
12 way.
13 A. Well, just what we explained to you,
14 that --
15 MRS. LINDSEY: And we've lost control.
16 Q. And no letters threatening this --
17 A. I've lost control. See, I have no control
18 anymore and --
19 Q. But how about -- I thought your kids were
20 going to maybe see this property some day?
21 A. They will inherit it. That was the idea.
22 Yeah, it's set up for them to inherit it.
23 Q. And I take it none of them want you to move
24 anywhere, do they?
25 A. Well, they -- they don't have the say.

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1 It's still under the administrator and the trustees.
2 Q. Okay.
3 A. The way I understand this works, the two
4 trustees and the administrator have control in it.
5 Q. Okay.
6 A. Here I'm just here shooting my face off and
7 I don't know what I'm talking about.
8 Q. Okay.
9 A. We've got ourself in a mess and we can't --
10 we can't even revoke the trust.
11 Q. And we don't know -- we don't know who the
12 trustees are today?
13 A. No, I don't.
14 Q. Do you know if there are trustees today?
15 A. There has to be.
16 MR. ELSAESSER: Mr. Groom, do you know --
17 have you ever seen a single document to indicate
18 there are any acting trustees for this trust?
19 MR. GROOM: No. I received resignations,
20 copies of resignations of Mr. Hopkins and
21 Mr. Spickelmire last summer when I first became
22 involved with the case. And I don't know what
23 happened after that. I have not seen any -- any
24 documentation of any other trustees being appointed

25 after that.

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1 Q. Okay.

2 A. We're in -- setting in a bad spot.

3 Q. Who would have the -- who would sign a --
4 if the property were sold by the trust today, who
5 would sign the deed?

6 A. It would be the trustees of the -- it would
7 be the trustees of Searchlight Trust.

8 Q. Now, your attorney has just represented
9 that Mr. Hopkins and Mr. Spickelmire resigned from
10 the trust.

11 A. Uh-huh.

12 Q. Okay. And I think I remember seeing their
13 depositions where they said they had resigned.

14 A. Uh-huh.

15 Q. But on this day here, on March 1st, 2004,
16 neither of you have any idea who the trustees are?

17 A. No.

18 MRS. LINDSEY: No, we don't.

19 Q. And the only idea you have that Mr. Ioane
20 is an administrator is based upon rumor?

21 A. Yes, just from what Brit and --

22 Q. You've never gotten a letter from
23 Mr. Ioane?

24 A. No. He don't have no correspondence or
25 talk to me ever.

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1 Q. Okay. And you've never taken a phone call
2 from him?

3 A. No.

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18 Q. Where is the money coming from that he's
19 using to pay the property taxes?

20 A. I don't know.

21 Q. Where is the money coming from that he's
22 using to pay the insurance?

23 A. I don't know.

24 Q. Do you think that it's money from the
25 previous sales?

1 A. It would have to be money from the previous
2 sales. That's only where there would be any.

3 BY MR. ELSAESSER:

4 Q. Mr. Lindsey, I'm going to ask you a few
5 more questions based on what you've provided to me,
6 and I'll photocopy these today and get them back to
7 you. But I'm showing a Farm Bureau form showing you
8 and Mrs. Lindsey as the holders of the insurance, not
9 the trust.

10 MRS. LINDSEY: On the Farm Bureau?

11 A. I think -- yeah.

12 Q. And I'm showing your address.

13 A. I think it was due to the -- we had this --
14 that policy during L.T. and L. and she didn't want to
15 change it on account of the price would be different.

16 Q. Who's she?

17 A. Julie. She's the one that signed it there,
18 I believe.

19 Q. Okay. So you do know a little bit more
20 about this now or --

21 A. Well I -- if --

22 Q. Okay. Then who is National Holding?

23 A. I don't know.

24 Q. They're showing up as the registered party.

25 A. I don't know --

1 Q. Okay.

2 A. -- what's --

3 Q. I'll advise you that you've claimed no
4 exemptions for either of these vehicles. Under Idaho
5 law you would -- as Mr. Groom can explain to you
6 later -- you would be entitled to three thousand
7 dollars per vehicle per person on both this and the
8 1999 Lincoln?

9 A. I don't -- I don't --

10 Q. I'm going to advise you that I am going to
11 be asking for these vehicles to be turned over, given
12 the fact that you're showing as the insured owner on
13 the Farm Bureau policy, and I will be asking the Farm
14 Bureau to add me as a named insured. So you've never
15 heard of this entity called National Holding?

16 A. No.

17 Q. And you've never heard of somebody who has
18 a post office box of P.O. Box 42 in Grangeville?

19 A. No.

20 Q. So the -- the words National Holding mean
21 nothing to you?

22 A. No.

23 Q. Is that true with you too, Mrs. Lindsey?

24 MRS. LINDSEY: Yes. I saw on it there, but
25 it didn't concern me.

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25 Q. That's my next question. Who -- who would

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1 be in possession of that information? Who would have
2 the records of the activity of the trust?

3 A. It would be Searchlight Trust when we done
4 it, so it would be -- would be the two trustees of
5 Searchlight Trust and Ioane, Mike Ioane, near as I
6 know.

7 MRS. LINDSEY: Before we had local people
8 or people they knew so they could, you know -- and
9 Julie has been -- Julie is the hub of everything.

10 Q. So it's your testimony that they would have
11 accumulated these records of business activity of the
12 trust over time --

13 MRS. LINDSEY: Uh-huh.

14 Q. -- collected them in one place, and then
15 someone, the trustees and/or managers or both, would
16 have a parallel set of records of all the activity of
17 the trust since it was established in 1994?

18 A. I believe so.

19 MRS. LINDSEY: That's what I assume.

20 Q. And who would that -- who would one or more
21 of those persons be that we could get those records
22 from?

23 A. That would have to be Mike. That's the
24 only one I know, Mike Ioane.

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1 Q. And -- and in 1994 that house was not
2 there, was it?

3 A. No.

4 Q. When did construction start on the house?
5 A. '98. I think it was '90 -- '98.
6 Q. Okay.
7 A. '97 or '98, I -- one of those.
8 Q. Who -- who designed the house?
9 A. Ona designed the house.
10 Q. Was an architect involved?
11 A. No, there wasn't. It was designed for a
12 bed and breakfast too. We planned on adding a bed
13 and breakfast to it. That's the reason it was built
14 so big. And we haven't got it finished yet because
15 we ran into these problems, but that's -- that will
16 be the future for it is a bed and breakfast.

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9 Q. And how do we get a hold of Searchlight
10 Trust?
11 A. Through Mike Ioane. He's the administer
12 [sic].
13 Q. And didn't he refuse to produce those
14 records in the state court proceeding that you were
15 involved with with the Vials?
16 A. As near as I remember, that was the letter
17 that you produced there and that's what he said.
18 Q. So we have no hope of ever getting those --
19 any of those documents from Mr. Ioane, do we?
20 A. I -- I can't say. I'm just speculating.

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15 Q. (BY MR. DERBIDGE) As I understood your
16 testimony earlier before the lunch break,
17 Mr. Lindsey, you'd indicated that all the real
18 property had been transferred in 1994 to Searchlight?
19 A. That's -- yes, that's right.
20 Q. And --
21 A. Some of it might have went into -- clear
22 into '95, I'm not sure. But it was '94 and '95
23 before she got -- we got it all done, because we had
24 to do an appraisal and a whole bunch of things on the
25 property. We had to do an appraisal and set up a new

1 depreciation schedule for income tax purposes,
 2 because we had to set up the new --
 3 Q. And did you then receive any consideration
 4 back from the trust for transferring all these
 5 assets? Did you get anything back for yourself?
 6 A. No. No. The only thing I ever got back
 7 was some money that I had personally loaned them, and
 8 I got it back later, I don't know what year.

16 (Deposition Exhibit No. 10 marked for
 17 identification.)
 18 A. What year was it bought?
 19 Q. (BY MR. DERBIDGE) Ask you to examine this.
 20 A. I don't remember when it was bought.
 21 MRS. LINDSEY: We come home from Oregon
 22 logging, moved back from Oregon.
 23 A. Be early '90s. I don't know. Okay. When
 24 was it originally --
 25 Q. First two -- first two pages of Exhibit 10

1 appear to be an assignment of the deed of trust that
 2 you had retained on the sale of the Grangeville shop.
 3 A. That was in 2000, August the 15th of 2000?
 4 This was in 1998? I can't remember.
 5 Q. Who or what is Equitable Financial
 6 Services?
 7 A. I don't know that either.
 8 Q. What did you get in exchange for this
 9 assignment of the deed of trust, Mr. Lindsey, in
 10 2000?
 11 A. Never got anything. If it was assigned to
 12 whatever, it went back into the trust. It was
 13 supposed to be kept for collateral for the kids.
 14 Q. Well, this is not Searchlight Trust.
 15 Who -- who is the assignment to?
 16 A. It says Equitable Finance.
 17 Q. And my question is, who is Equitable
 18 Finance?
 19 A. That, I don't know.
 20 Q. You just sign away your property to
 21 entities you --
 22 A. No, I don't.
 23 Q. -- know nothing about on a regular basis?

24 A. It had to be another trust that the
25 Searchlight Trust set up is the only thing I know.

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1 Q. Does it say that in any of the paperwork?
2 A. I don't know.
3 Q. Well, do you find it in any of the
4 paperwork there? Do you have any other documents in
5 your possession, or access to any documents that
6 would explain this transaction?
7 A. No, I don't. I don't have any.
8 Q. And it's your testimony here today that you
9 don't regularly receive seven-hundred-dollar-a-month
10 payments --
11 A. I --
12 Q. -- on the balance remaining on that deed of
13 trust?
14 A. No, I do not.
15 Q. From Dean Rowan.
16 A. Absolutely don't.
17 Q. And that there's a thirty-three thousand
18 dollar balance yet unpaid?
19 A. Whatever there is, I don't -- I don't know.
20 Q. Who would know?
21 A. You'll have to talk to whoever is in charge
22 of Searchlight Trust is the only one -- place I know
23 to go to and go on from there.
24 Q. Well, the problem, Mr. Lindsey, is that
25 this assignment of the deed of trust makes no mention

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1 of Searchlight. It's Equitable that this was signed
2 over to. My question is, who is Equitable?
3 A. I don't know.
4 Q. And what is --
5 A. I do not know.
6 Q. -- if any, do you know is the relationship
7 between Equitable and Searchlight?
8 A. I don't know that either.

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18 BY MR. SORENSEN:
19 Q. We can and we will speak up. Gerald?
20 A. Hi. How are you?
21 Q. You look better than you did in '98, so

22 your health must be good. Who owns Nevak?
23 A. National Holding, near as I know. Near as
24 I know, that's who owns it. I --
25 Q. National Holding?

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1 A. Uh-huh.

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23 Q. So you didn't -- why did you go to Alaska
24 in the spring of 2003?
25 A. Went up to do the assessment work.

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1 Q. And it was --
2 A. For --
3 Q. I'm sorry. Go ahead.
4 A. -- for National Holding. I was acting as
5 an agent, went in and got the camp organized and dug
6 some test holes and did the assessment work is
7 actually just all -- about all we got done.

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14 Q. Right. And, now, Mr. Rood informs us that
15 only you were the person who would contact him to fly
16 in fuel; is that correct?
17 A. I was the agent working -- I was doing the
18 work there for National Holdings.
19 Q. And how much did National Holdings pay you
20 to do that work?
21 A. Nothing.
22 Q. So why would you be doing the work free for
23 National Holding?
24 A. It was my obligation for living on the --
25 the trust's property. I was obligated to help what I

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1 could, and I was the one likely -- I'd been up there
2 before so they -- I went up there to -- to do this
3 work for them.
4 Q. Okay. And you'll have to put -- I'm sorry.
5 You'll have to put your hand down so that she can
6 hear you.

7 A. Uh-huh.
8 Q. Whose idea from National Holding was it
9 that you would go to Alaska and mine in the spring of
10 2003?
11 A. I don't know.
12 Q. Mr. Lindsey --
13 A. Yeah, I don't know.
14 Q. You were running the mining operation prior
15 to National Holding getting control of it, and then
16 you continued to run the mining operation.
17 A. Well, it was just for a short time.
18 Q. And you've done -- let me finish my
19 sentence. And you said that you were acting as an
20 agent of National Holdings. So, who would decide
21 that you were going to go to Alaska and mine that
22 mine, from National Holding?
23 A. I don't know.
24 Q. Was it yourself?
25 A. No.

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1 Q. How would you not know? Who would you talk
2 to to pay the fuel bill? Mr. Lindsey?
3 A. (Witness shakes head.)
4 Q. Okay. You also said that you paid cash,
5 twenty thousand cash?
6 A. Twenty thousand cash?
7 Q. Yes.
8 A. No.
9 Q. How much would the fuel cost to get to the
10 mine?
11 A. It didn't cost --
12 Q. How much would Mr. Rood require to be paid
13 to haul the fuel to the mine?
14 A. Mr. Rood didn't haul any fuel.
15 Q. What did Mr. Rood haul?
16 A. He hauled us in, period.
17 Q. Okay. And how much was Mr. Rood paid to
18 haul you in?
19 A. Oh, I think it was three hundred dollars.
20 Q. Total?
21 A. For a trip, each trip.
22 Q. And how many trips did you -- did he
23 transfer you back and forth?
24 A. We went in and out; I went in and out
25 and -- I don't know.

1 Q. And, when you wrote checks to Mr. Rood,
2 whose checking account would you write that on?

3 A. National Holding.

4 Q. Okay. So you have signing authority on the
5 checks for National Holding?

6 A. Yeah. It was just temporary while I was
7 there.

8 Q. And whose idea was it --

9 A. Because there was no other way to do
10 anything there.

11 Q. Okay. Who sent you a signature card so
12 that you had signing authority on the checks for
13 National Holding?

14 A. I think I was issued some checks, near as I
15 can remember.

16 Q. Uh-huh.

17 A. And I didn't have to have a signature card.
18 I -- the checks were presigned.

19 Q. The checks were presigned?

20 A. Some of them were and some of them weren't.
21 I signed some of them. I had a --

22 Q. You did sign some of them?

23 A. I had a right to sign them when I went in
24 there.

25 Q. And you don't know how you gained that

1 right?

2 A. Because it was -- the only way to get in
3 and out of there, you had to have some -- the money
4 available --

5 Q. Right.

6 A. -- to pay the bill at the time.

7 Q. Right. Jim Rood required cash up front --

8 A. Yeah.

9 Q. -- checks up front?

10 A. Checks, uh-huh.

11 Q. Who gave you -- who issued you the checks?

12 A. You know, Julie gave me the checks, but I
13 don't know who -- how -- how the transaction turned.

14 Q. Okay.

15 A. I don't know -- I absolutely do not know
16 the -- how the transaction come about for me to take
17 the checks.

18 Q. Okay. How did --
19 A. Because I just picked up the checks --
20 Q. Go ahead.
21 A. -- and took the ticket and I went up and
22 did what we did and come back.

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1 BY MR. ELSAESSER:
2 Q. So I need to ask some questions, because I
3 got some information from Farm Bureau. And
4 apparently the -- the account at Farm Bureau is
5 carried in the name of Mountain Property Management.
6 Now, who is Mountain Property Management?
7 A. Only thing I know, it would be a name
8 for -- one of Searchlight, just a name is all.
9 Q. You've never -- have you guys covered all
10 this?
11 A. I don't know --
12 MS. SCHWAGER: No, we have haven't.
13 MR. DERBIDGE: We haven't gotten -- but the
14 problem with that, if he's going to insist on using
15 that just to say -- it used to be an assumed name
16 filing in Idaho, and that's been canceled. So we're
17 now dealing with another nonexistent entity.
18 MR. ELSAESSER: But who was -- who was
19 the --
20 MS. SCHWAGER: Mike Ioane.
21 MR. DERBIDGE: Eventually Gerald signed the
22 assumed business name to be -- for that to be under
23 Searchlight, and then some unknown individ --
24 interloper sends the document in to the secretary of
25 state's office in Idaho to cancel it last -- what was

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1 it? Last year or the year before?
2 MS. SCHWAGER: Right.
3 Q. (BY MR. ELSAESSER) Let me just -- since I
4 just have a limited period of time, I'm going to ask
5 a few questions, Gerald and Ona. To the best of your
6 knowledge, what is Mountain Property Management?
7 A. It was just a name that was used,
8 Searchlight Trust was using to do business under, I
9 believe. That's near as I can remember.
10 Q. Okay. So --

11 A. We just picked up that name, you know.
12 Q. Okay. So you've nev -- you've heard of
13 this name before?
14 A. Yes.
15 Q. Now, who have you heard that name from?
16 A. It was from Julie since she used it there
17 on doing some of her --
18 Q. So it's not a corporation or a trust?
19 A. No, no.
20 Q. Are you saying it's exactly the same as
21 Searchlight, just another name?
22 A. I don't know; I don't know.
23 Q. Okay. And, the insurance people tell me
24 that that's the account that the insurance is under.
25 A. Uh-huh.

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1 Q. And that it carries the address of HC 01,
2 Box 109A. Isn't that the same as your address?
3 A. That is my address.
4 MRS. LINDSEY: No.
5 MR. LINDSEY: A, no. Is it A or B?
6 MRS. LINDSEY: There's about six boxes --
7 MR. LINDSEY: Six boxes.
8 MRS. LINDSEY: -- 109, and then they go
9 from A to F.
10 Q. (By MR. ELSAESSER) Okay. And you're
11 saying you've never received any mail addressed to
12 Mountain Property Management?
13 A. No.
14 MRS. LINDSEY: Not when I've got the mail.
15 Q. And, you have an account at Les Schwab?
16 A. Yes.
17 Q. And who is that account name under?
18 A. Oh, it could be under Searchlight or it
19 could be under L.T. and L. or it could be me
20 personally, because I -- I've done business there.
21 And that's all mixed up.
22 Q. So all these are mix and match; they're all
23 the same?
24 A. Right.
25 Q. Mountain Management, Searchlight --

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1 A. Searchlight.
2 Q. -- and you, it's all the same?

3 A. I know Searchlight paid the bills to Les
4 Schwab.

188

16 Q. So how much did it end up costing?
17 A. I don't know.
18 Q. What's the range that you think it ended up
19 costing, Gerald? Remember you're under oath.
20 A. Oh, I would -- I would guess around a
21 million dollars.
22 Q. Okay. And this was just money that was
23 sitting around in the Searchlight bank accounts.
24 A. That was at that time, yes.
25 Q. Okay. But you -- are you still telling us,

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1 under oath, that you had no idea how much money was
2 in the Searchlight account?
3 A. I didn't -- no, I didn't know exactly.
4 Q. So, how did you know that your friend Mr.
5 Sheppard would ever get paid if you didn't know how
6 much money was in the account?
7 A. Because he was paid every two weeks or so.
8 And he drew up every two weeks and any time that he
9 didn't get paid he could quit.
10 Q. So while the house was under construction
11 it's your sworn testimony today that you didn't have
12 any idea how much money was in the Searchlight
13 accounts?
14 A. No, I didn't.
15 Q. And you would build a million-dollar house
16 not knowing whether you had ten thousand dollars or
17 ten million dollars in the Searchlight account?
18 A. I thought there was plenty there to build
19 the house. I didn't know that, but there was
20 supposed -- supposedly enough there to build the
21 house and I didn't --
22 Q. Okay. That's what I wanted to ask you.
23 A. And it didn't turn out that way.
24 Q. How much -- what do you mean by that, it
25 didn't get paid?

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1 A. We never did get finished.
2 Q. Okay. But how --

3 A. Searchlight Trust never could finish it,
4 because there wasn't enough money to finish.
5 Q. Now, how do you know that?
6 A. They told me. They said it wasn't any use
7 writing any more checks.
8 Q. Who's they? I thought you --
9 A. Julie -- Julie was the only one running
10 the -- running the accounts, and then -- then I
11 was --

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9 Q. (BY MR. ELSAESSER) But, Mr. Lindsey, did
10 Searchlight pay also for all the furnishings in the
11 house except what you've put on your bankruptcy
12 schedules?
13 A. Yes. I'm sure they did because we didn't.
14 Q. And you -- did you select -- you selected
15 those, didn't you?
16 A. I probably had part, a part to do with it,
17 yes.
18 Q. Well, did anyone besides you and
19 Mrs. Lindsey and your friends that live on the
20 property and your family have anything to do with it?
21 A. I don't think so.
22 Q. Where did you buy most of the furniture and
23 fixtures and appliances?
24 A. Anywhere from Spokane to Boise.
25 Q. Okay. And did you -- is it your sworn

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1 testimony today that you paid for those with a
2 Searchlight Trust check?
3 A. They were paid with Searchlight Trust
4 checks. I didn't pay them, no. They -- we would
5 have them billed to Searchlight because Searchlight
6 was furnishing the house.

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8 Q. Was there an actual transfer of the mining
9 equipment that David Vial sold you to Searchlight?
10 A. I don't know. I'll have to -- I'll have to
11 check and see.
12 Q. So, it's possible that it's still -- you
13 still own that mining equipment.

14 A. I'm pretty sure I don't.
15 Q. Okay. You're sure you don't own it, but
16 you don't know if it was transferred to Searchlight?
17 A. It has to be transferred.
18 Q. Okay. You just don't know if you
19 documented it?
20 A. I don't know.
21 Q. Okay. Who made the decision to transfer
22 it?
23 A. Probably -- I don't know, to tell you the
24 truth.
25 Q. Okay. Let's talk about when it was

215

1 transferred.
2 A. I don't even know when it was transferred.
3 Q. Did you receive any money when you
4 transferred --
5 A. No.
6 Q. -- the equipment to Searchlight?
7 A. No.
8 Q. What was --
9 A. I haven't received any money for nothing.
10 Q. Okay. Why would you transfer your mining
11 equipment to Searchlight?
12 A. Why would I? Because they're the ones that
13 was evidently the owner, going to be the owner of Mud
14 Creek -- or are the owner of Mud Creek.
15 MR. GROOM: You have to speak up louder. I
16 can't hear you over here.
17 A. Transferred the whole thing.
18 Q. (BY MS. SCHWAGER) You transferred it --
19 the mining equipment to Searchlight because why?
20 A. Searchlight Trust owned the -- owned the
21 rest of the equipment, and they owned the -- National
22 Holdings owned the mine. I had no reason to have it
23 any longer.
24 Q. Okay. So you just gave them equipment?
25 A. Yes.

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1 Q. Did you file a gift tax on --
2 A. I don't know.
3 Q. -- giving?
4 A. I don't think so. I don't know, though.
5 Q. You don't recall filing a gift tax?

6 A. No. These things are just a little bit
7 blurry to me.
8 Q. Okay. Who -- did you say that you made the
9 decision, then, to transfer it to Searchlight?
10 A. It either went to Searchlight or National
11 Holding, and I don't know which.
12 Q. Okay. And I thought that you said that
13 National Holding was a part of Searchlight. Is that
14 not correct?
15 A. No, that's not correct.
16 Q. They're separate?
17 A. I don't know. You're talking about
18 something I don't know, see.
19 Q. Well, you're telling me it's not correct,
20 and you're telling me that you transferred it to
21 National Holdings, so you've got some information. I
22 need to -- I need an understanding of what you know
23 about National Holding and about Searchlight.
24 A. Okay. Very little about Searchlight and
25 nothing about National Holding, and you've got it.

217

1 Q. How do you -- okay. Are you done?
2 A. I'm done.
3 Q. How do you transfer mining equipment to an
4 entity that you know nothing about?
5 A. You probably do a bill of sale.
6 Q. Did you do a bill of sale?
7 A. I don't remember. I'd have to look.
8 Q. Who would have been the person who would
9 have -- have done a bill of sale, if not you?
10 A. It would have probably -- if -- if -- it
11 would have been me.
12 Q. Okay. And you don't recall doing it?
13 A. No.
14 Q. Okay. Now, you say you don't know anything
15 about National Holding and you know very little about
16 Searchlight, but you were their agent in signing
17 mining permits and reclamation documents on their
18 behalf?
19 A. I never signed no recs --
20 Q. I'm sorry?
21 A. I never signed any on what you're talking
22 about. I --
23 Q. Well, Mr. Lindsey --
24 A. The claims were originally in my name.

25 Q. Okay. Did you transfer them?

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1 A. And Nevak -- Nevak and Mud Creek's name.

2 Q. Okay.

3 A. And I was one of the signatures on the --
4 the state leases.

5 Q. Okay.

6 A. And that was -- that was -- when I had no
7 more money to pay for the leases, that was
8 transferred to National Holding.

9 Q. Did you inform the State of Alaska that you
10 were not -- that you had transferred your interest in
11 the leases to National Holding?

12 A. I don't think you can transfer a lease.

13 Q. So --

14 A. I transferred my interest.

15 Q. Okay. Did you inform the State of Alaska
16 that you had transferred your interest in the lease
17 to National Holding?

18 A. I don't -- I don't -- I don't know.

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24 Q. (BY MS. SCHWAGER) Mr. Lindsey, she's
25 handing you what's marked as Exhibit No. 14. Do you

222

1 see your signature on the first page of that
2 document?

3 A. Uh-huh.

4 Q. And, is that your signature, or did
5 somebody else write your name there?

6 A. Coastal Zonc Management? Yeah, that's my
7 signature. I was acting as an agent for whoever this
8 is for.

9 Q. Well, tell me who you were acting as an
10 agent for.

11 A. I believe it's National Holding.

12 Q. Who appointed you as the agent of National
13 Holding?

14 A. Nobody.

15 Q. Did you appoint yourself?

16 A. Nope. I just went up there.

17 Q. You went up where?

18 A. Went up there to have fun.
19 Q. You went up where to have fun?
20 A. Up to there to Alaska. I went up and had a
21 vacation.
22 Q. Okay. And in this vacation, you signed a
23 Coastal Zone Management document on behalf of
24 National Holding?
25 A. Yeah, because I was there doing assessment

223

1 work for National Holding.
2 Q. Okay. And what I need to know is, who
3 appointed you to act on behalf of National Holding?
4 A. I wasn't appointed.
5 Q. How did you know you were the agent of
6 National Holding?
7 A. Because they gave me some checks to go up
8 there and take care of it. Somebody did. And I
9 don't know who that was because I don't -- never seen
10 them.

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20 Q. However long it took to transfer it. And,
21 what consider -- what were you -- what did you
22 receive in exchange for transferring all of this
23 property, you personally, transferring the property
24 into the trust?
25 A. It was my understanding that I got to live

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1 on the property, in the home, until we -- we -- we
2 died, and they were to furnish our automobile and
3 insurance and living expenses.
4 Q. And how much in living expenses were you to
5 receive?
6 A. Oh, it just -- whatever we -- it varied.
7 Q. Who --
8 A. I don't think there was any set amount on
9 it. We just controlled it the best we could.
10 Q. Okay. So was there -- was there any
11 limitation on the amount of living expenses?
12 A. No. There was never -- there was nothing
13 ever in writing. It was all a verbal deal that we
14 was to live there and I was to help with the trust as
15 much as I could, help them with the business and try

16 to make -- make money if we could. And that was --
17 and caretake the place, try to stay busy so I
18 wouldn't have to retire completely.

19 Q. Was there anybody else who had authority to
20 manage any of the property of Searchlight after it
21 was created?

22 A. After -- after we -- in the last few years
23 I -- no, I haven't managed Searchlight.

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23 Q. Okay. Ms. Fowler testified in her
24 deposition that -- that your attorney had referred
25 to -- that she took direction from you from 1994

251

1 through approximately 2002 in regard to Searchlight
2 because you were the manager. Is that correct?

3 A. Yeah. I was -- I was working as a --
4 trying to help them, the trust, to do what I could.

5 Q. And so in -- in your tax returns where it
6 says that you're caretaker, slash, manager for the
7 year 2002, you were still operating then as a manager
8 of Searchlight?

9 A. I was never really a manager. I was just
10 kind of an agent trying to help the trust do what --
11 what I could do, try to keep it alive and try to make
12 the dollars to pay the bills.

13 MRS. LINDSEY: I think he -- his title was
14 more of a consultant --

15 A. Yeah, it was --

16 MRS. LINDSEY: -- if you want to be more
17 accurate.

18 Q. So was Ms. Fowler incorrect in her
19 deposition when she --

20 MRS. LINDSEY: No.

21 Q. -- referred to you as a manager?

22 A. No. She would probably have defined it as
23 a manager, but I was never -- I was never really a
24 manager.

25 Q. Okay. Was there anybody else that Julie

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1 would have been taking direction from other than
2 yourself from 1994 through 2002 in regard to

3 Searchlight?

4 A. Would be just the trustees.

5 Q. Okay. And if the trustees testified
6 that -- that they didn't give her any direction, then
7 there's nobody else?

8 A. No. It would be -- we would just work it
9 out.

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17 Q. Do you know anything about Mr. Mike Ioane?

18 A. Very little.

19 Q. Now, you were setting up the business trust
20 as an estate planning tool you testified, right, the
21 Searchlight Trust?

22 A. Uh-huh.

23 Q. So that hopefully your kids would have
24 something that you had acquired during your lifetime,
25 correct?

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1 A. Uh-huh.

2 Q. Why would you turn all your property over
3 to somebody you don't know who may not give it to
4 your children?

5 MRS. LINDSEY: How did -- how did he -- how
6 was he recommended, Gerald? The name had to come
7 from someplace. And the --

8 A. It was through the IRS.

9 MRS. LINDSEY: -- referral.

10 A. It was through the IRS is the way we got to
11 know Mike Ioane's name.

12 Q. You got Mr. Ioane's name from the IRS?

13 A. No. We got it from -- we got it from some
14 of the people that set up the -- the trust
15 originally --

16 Q. Uh-huh.

17 A. -- from California.

18 Q. Uh-huh.

19 A. When we got a letter from the IRS
20 assessing us --

21 Q. Right.

22 A. -- we had -- Julie contacted this trust
23 that set up our trust, the owners or the agents or
24 the officers, whatever.

25 Q. Uh-huh.

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1 A. I don't know the details.

2 Q. Uh-huh.

3 A. And they recommended her to contact Mike
4 Ioane.

5 Q. Okay.

6 A. That he was familiar with the IRS --

7 Q. Uh-huh.

8 A. -- problems you get into. So that was
9 done. Julie recommend -- or got a hold of Mike Ioane
10 and he answered the first letter of the IRS's.

11 Q. Okay.

12 A. And the second and I think the third one.
13 I think we've gotten three -- three letters.

14 Q. Okay.

15 A. And that's -- that's all I -- I've never --
16 I don't know him. I've met him I -- I believe I met
17 him once.

18 Q. In -- in Grangeville?

19 A. No. I met him in White Bird.

20 Q. In White Bird. I'm sorry, I keep
21 forgetting. I think that you live in Grangeville.
22 I'm not familiar with the area.

23 MR. GROOM: And for the record, this is
24 something that I was going to ask, but go ahead and
25 explore it. Over lunch I asked Gerald if he ever

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1 remembered seeing Mr. Ioane.

2 MR. LINDSEY: Uh-huh.

3 MR. GROOM: And over the bowl of soup down
4 at the restaurant down there, we got to talking about
5 Mike and how he got to be involved, and I'll let
6 Gerald tell you, but he said he did meet him once.
7 He did have a conversation with him once and he had
8 lunch at Mack's Bar in White Bird.

9 MR. LINDSEY: He came -- he came to the
10 ranch right after this IRS ordeal came up.

11 MS. SCHWAGER: Okay.

12 MR. LINDSEY: And he was -- recommended us
13 to answer the IRS letter, so that's what -- that's
14 what he -- we never talked hardly any business. We
15 just -- but he -- that's what he was there to go
16 over. And then we -- then he took -- he wrote the

17 letters to the IRS, and that's all -- all I know of
18 Mike Ioane.
19 Q. (BY MS. SCHWAGER) Okay. But yet you've
20 trans -- you've allowed Julie to transfer all of the
21 documents of Searchlight Trust to Mr. Ioane, correct?
22 A. Uh-huh.
23 Q. What was the purpose of transferring all
24 those documents to him?
25 A. I don't really -- I don't know exactly.

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1 Q. Was it to -- was it -- did he suggest that
2 in order to avoid the IRS?
3 A. No, I don't -- I don't believe so.
4 MRS. LINDSEY: I know what it was.
5 Q. Go ahead, Ona.
6 MRS. LINDSEY: They were spending all their
7 time on the telephone, faxes, and he had -- so he
8 evidently has such a large clientele or whatever that
9 he is so busy that we couldn't get questions
10 answered.
11 And I -- now, I'm not sure of this -- I'll
12 have to ask Julie when I get home. But she told me
13 that -- when we were visiting one day, and I asked
14 her about what she thought, because she met with
15 Ioane. That's evidently how he came to White Bird is
16 he came to see her over some paperwork he was going
17 through, and so -- I forgot what I was going to say
18 now.
19 MR. GROOM: Why the documents went to
20 Ioane.
21 MRS. LINDSEY: Yeah. It was much easier,
22 if he was going to take care of all this account
23 stuff, is to have everything there. This, you know,
24 the miles and -- and the phone calls and all this, it
25 made sense.

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9 Q. (BY MS. SCHWAGER) If Mike Ioane were to
10 pass away today, what would happen to the trust
11 assets?
12 A. I don't know.
13 MRS. LINDSEY: We made the first mistake by

14 not knowing more about a trust, or this trust, in the
15 first place and had to learn as we went. Second one
16 was this mess, and we thought that this man had -- I
17 assumed that the -- there was information on Mike
18 Ioane that made him trustworthy. And I did talk to
19 Julie. I asked her opinion, and I don't know
20 whether -- what it was based on, but she -- she felt
21 that he was trustworthy.

22 A. It seems like he was recommended from the
23 trust.

24 MRS. LINDSEY: And -- and I have to say in
25 defense of Julie, over the years she's become like

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1 our daughter and when our health, and especially
2 Gerald's, has gone downhill, if she can take care of
3 something and not bother, you know, she does it. And
4 she's very, very honest and -- to a fault, so we've
5 always felt good until all this complication. So --

6 Q. So you don't know what would happen if he
7 were to die tomorrow?

8 A. No.

9 Q. You don't know where the bank accounts are
10 located? Would Julie know that information?

11 MRS. LINDSEY: We'll find out.

12 Q. You don't know?

13 A. Huh-uh.

14 Q. And so you don't know if he started using
15 the money in the trust for his own benefit whether
16 you could stop him from doing that?

17 MRS. LINDSEY: Not right at the moment.

18 Q. Okay.

19 A. Huh?

20 MRS. LINDSEY: Not right at the moment we
21 don't know.

22 A. No, we don't really know.

23 Q. Are -- are your medical bills still being
24 paid through the Searchlight Trust?

25 A. Yes.

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1 Q. And what services do you provide to get
2 your medical bills paid through the Searchlight
3 Trust?

4 A. Oh, my God.

5 Q. What was that?
6 A. I said, my God.
7 Q. Do you still provide services for
8 Searchlight?
9 A. Yes. I caretake -- I caretake the yards
10 around the house.
11 MRS. LINDSEY: Plant trees, pick rocks.
12 A. Do a little watering, irrigation, pick
13 rocks.
14 Q. How much are those medical bills a year?
15 A. Not medical bills, just the insurance and
16 prescriptions. I have Medicare that takes care of
17 all the medical bills and an insurance policy that
18 takes care of the balance of them, because --
19 Q. And so, who pays the insurance policy?
20 A. Searchlight. Searchlight does.
21 Q. Searchlight Trust does? And do you know
22 what the premium -- or do you know what they pay for
23 your insurance policy?
24 A. I think it's around two hundred each for
25 us.

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1 Q. A year?
2 A. A month.
3 Q. A month. And then does Searchlight also
4 have to pay any additional expense above that for
5 prescriptions or --
6 A. Prescriptions, yeah. The insurance pays
7 for part of the prescriptions.
8 Q. Right. And Searchlight pays for rest of
9 the prescriptions?
10 A. Searchlight pays for the balance.
11 Q. So when you go get medicine, do you just
12 give the bills to Julie?
13 A. No. I just charge it and they send the
14 bills to Julie.
15 Q. Okay. And where do they send the bills?
16 A. To her box number.
17 Q. To Julie. And then does Julie send them on
18 to Mike? I mean how does this --
19 A. I don't know.
20 Q. You don't know?
21 A. No.

21 Q. (BY MR. ELSAESSER) And you've never heard
22 of National Holdings?

23 A. National Holding I've heard of, but --

24 Q. What -- what are they?

25 A. It's a trust that some of the -- I believe

1 the -- I believe the mine went -- went into National
2 Holding.

3 Q. Okay. Well, I notice one of the cars seems
4 to be registered to National Holdings.

5 A. National Holding. Could be some other --

6 Q. So, who owns National Holding?

7 A. I don't know. I honestly don't know.

8 Q. Is National Holding owned by Searchlight?

9 A. I don't know that either.

10 Q. Is Searchlight owned by National Holding?

11 I mean, you're really telling me with a straight
12 face, Gerald, that you don't know who owns that car?

13 A. No, I honestly don't.

14 Q. You're driving a car that's registered to
15 them, not to Searchlight, but you don't know who they
16 are?

17 A. No, I don't.

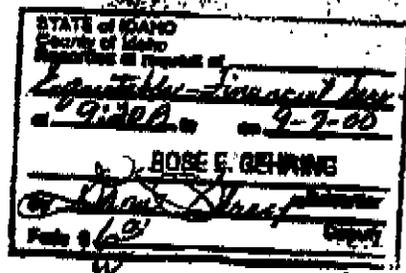
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RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

Equitable Financial Services
PO Box 695
Clarkston, WA 99403

423450



ASSIGNMENT OF DEED OF TRUST

Assignor: Gerald Lindsey and Ona Lindsey

Assignee: Equitable Financial Services

Legal Description: Lots 1, 2, and 3, Block C, Grangeville Industrial Park
Subdivision of Idaho County, Idaho, according to the
recorded plat thereof.

ASSIGNMENT OF DEED OF TRUST

For 50 U.S.A. SILVER DOLLARS AND OTHER VALUABLE CONSIDERATION
RECEIVED, the undersigned as Beneficiary, hereby grants, sells, conveys,
assigns and transfers to: **EQUITABLE FINANCIAL SERVICES**, whose address
is **PO BOX 695, CLARKSTON, WA 99403**, all beneficial interest under that
certain Deed of Trust, dated September 17, 1998, executed by Dean L. Rowan,
Inc., Grantor, to Gerald Lindsey and Ona Lindsey, husband and wife, and
recorded on September 25, 1998, Instrument No. 402309, Idaho County
Records, Idaho, describing land therein as:

Lots 1, 2, and 3, Block C, Grangeville Industrial Park
Subdivision of Idaho County, Idaho, according to the
recorded plat thereof.

Together with note or notes therein described or referred to, the money due and
to become due thereon, with interest, and all rights accrued to accrue under said
Deed of Trust.

EXHIBIT
2

DEPOSITION
EXHIBIT

10

August 15, 2000

Gerald A. Lindsey
Gerald A. Lindsey

Ona L. Lindsey
Ona L. Lindsey

State of Idaho)
County of Idaho) S.S.

I, Patricia M. Cope a notary public, do hereby certify that on this 6th day of Sept, 2000
personally appeared before me Gerald A. Lindsey and Ona L. Lindsey, who, being by me first duly sworn, declared that
the statements therein contained are true.

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I
D
A
H
O

PATRICIA M. COPE
NOTARY PUBLIC
STATE OF IDAHO

Patricia M. Cope
Notary Public
My Commission Expires: 10-2-05

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all claims against hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute and record in the office of the recorder of each county wherein said real property is situated the obligations hereof, and shall cause such notice to be notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, the property so sold, but without any covenant or warranty express or implied. The proceeds in such deed of any moneys or fees shall be conclusive proof of the purchase price, less the expenses of Trustee and of this Trust, including such of evidence of title and reasonable counsel fees in connection with sale. Trustee shall apply the proceeds of sale to payment of all sums expending under the terms hereof, and then repay, with interest thereon at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereon.

7. This deed applies to, issues to the benefit, and binds all parties hereto, their heirs, assigns, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this deed, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending suit under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may nominate a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Notarially acknowledged that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

By: DEAN L. ROWAN
President

By: Julia Bentley
Secretary

STATE OF IDAHO, COUNTY OF
On this 19th day of September, 1998
before me, a Notary Public in and for said State, personally appeared
DEAN L. ROWAN, PRESIDENT OF
DEAN L. ROWAN, INC., an Idaho Corporation

STATE OF IDAHO, COUNTY OF
I HEREBY CERTIFY That this instrument was filed for record at
the request of IDAHO COUNTY TITLE CO.

At 4:55 minutes past 2 o'clock P.
M. this 25 day of Sept., 1998
in my office.

known to me to be the person(s) whose name
subscribed to the within instrument, and acknowledged to me that
he freely executed the same.

PAUL EMERSON
NOTARY PUBLIC
Idaho
Residing at Emeryville
Commission expires 6-24-99

ROSE GERMAN
Official Recorder
By: Carl Johnson
Deputy

DEED OF TRUST
with power of sale

DEAN L. ROWAN, INC.
GRANTOR

IDAHO COUNTY TITLE COMPANY, INC.
TRUSTEE

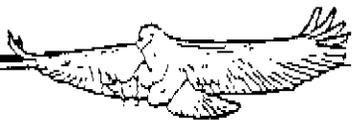
GERALD LINDSEY and DINA LINDSEY
Proved and wife
CO-SIGNARIES

STATE OF IDAHO
COUNTY OF IDAHO
On this 25th day of September in the
year 1998 before me, a Notary Public, personally appeared
Julia Bentley
Secretary of said corporation that executed the within instrument or the person
authorized to execute the instrument on behalf of said corporation, and
I am satisfied to me that such corporation executed the same.

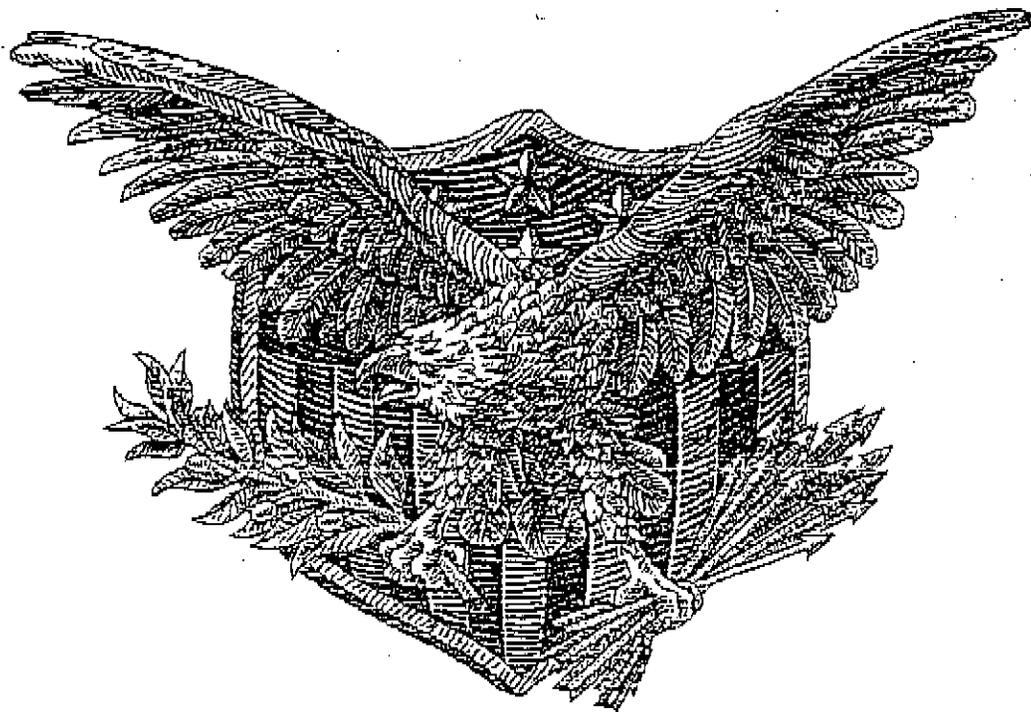
Paul Emerson
Notary Public
Residing at Emeryville Idaho
commission expires: 6-24-99

**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF INTEREST AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST**

To Idaho,
Trustee
You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to
The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.
Address
Telephone No.



BUSINESS TRUST



SEARCHLIGHT

(D9923)

AN
INTER VIVOS (LIVING)
TRUST

Established

July 16, 1994

**DEPOSITION
EXHIBIT**

15

EXHIBIT

3

tabbles

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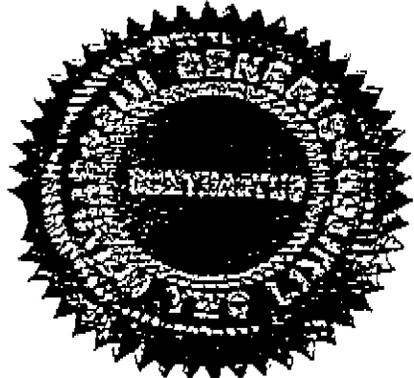
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CERTIFICATION (last page of Trust)

ACKNOWLEDGEMENT (last page of Trust)

WORDS AND PHRASES (back cover)

* * *



DECLARATION OF TRUST NO. D9923

GERALD A. LINDSEY, TRUSTOR
ONA L. LINDSEY, TRUSTOR
L.T. & L. INC., TRUSTOR
Box 148, White Bird, Idaho 83554

ARTICLE I:

A BUSINESS TRUST CONTRACT

1.1 On 07/16/94, a contract was entered into between the Trustor(s) and Trustees hereof, by which the Trustees did agree to accept title to certain property in Trust, as joint tenants, and to be bound to a fiduciary obligation to manage the business of this Trust.

1.2 Purpose of this Business Trust Contract:

This Business Trust Contract is to establish an acceptable taxpayer entity and is not intended as a partnership or corporation. Its business purpose is diversification of business activities and business assets for planned constructive growth. This Business Trust Contract is not organized as the associated-type since it retains title to its assets in fee simple.

ARTICLE II.

THIS TRUST SHALL BE KNOWN AS:

2.1 SEARCHLIGHT

ARTICLE III.

DOMICILE OF THE TRUST

3.1 The present domicile of this Trust is set forth below and this Trust shall be construed under the laws of that jurisdiction.

H.C. 73, Box 2941, Highway 78
Burns, OR 97720
Harney County

3.2 The Board of Trustees shall have the power to remove the domicile to any other place which shall be deemed by the Trustees to be prudent, wise, necessary, appropriate or desirable; and, in that event, this Trust shall be construed under the laws of that new jurisdiction.

Date 8/30/94

G.A.L. O.L.L.
Initials Initials
Trustor(s)

[Signature]
Initials Initials
Trustee(s)

Date 8-30-94

ARTICLE IV.

CLASSIFICATION OF THIS TRUST

4.1 This Trust was declared by the Trustor(s) and has been accepted by the Trustees as a pure, complex, Business Trust Contract.

ARTICLE V.

TERM OF THE TRUST

5.1 This Business Trust Contract shall be established for an initial term of twenty (20) years from the effective date of this Trust. However, the Trustees shall be and hereby are empowered by unanimous decision to terminate it at an earlier date or, by majority decision of Trustees to renew its operation for additional terms, each not to exceed twenty-five (25) years duration.

5.2 That as the date for dissolution approaches, if there is no decision to renew this Business Trust Contract, the Trustees shall proceed timely with the work of termination and dissolution and shall distribute the assets of the Trust to the Certificate Holders on a prorata basis according to the Certificates which are currently issued to each and all of them.

ARTICLE VI.

DECLARATION OF AUTHORITY

6.1 This Business Trust Contract shall be administered in accordance with this Declaration and Agreement and with the Trustees holding full legal and equitable title to the Trust assets in joint tenancy and not as tenants in common.

6.2 The provisions of this Business Trust Contract, together with the resolutions and Minutes of the Trustees which shall have been ratified by majority vote of the Board of Trustees and recorded in the Minute book, shall constitute the authority for operation of this Trust. The authority herein established is possessed by the Board of Trustees of this Trust alone, thereby eliminating any need for determination by the courts the question of conscientious dealing of these persons.

6.3 The Board of Trustees shall have all the powers necessary to carry into effect the purposes of this Trust and shall have the [authority to take any action approved by the majority of its members to carry out its purpose; provided, however, that those purposes and actions shall not be inconsistent with other provisions herein set forth.

Date 7/22/94

D.L. O.L.
Initials Initials
____ Trustor(s) ____

[Signature]
Initials Initials
____ Trustee(s) ____

Date 9-30-94

RECORDED

6.4 Any determination of purpose of this Business Trust Contract made in good faith by the Board of Trustees shall be conclusive. In construing the purposes of this Trust indenture, declaration and of the Trust Minutes, the presumption shall be in favor of the grant of powers to the Trustees.

6.5 The Board of Trustees, with the approval of the majority of its members, is authorized to conduct the business of this Trust, to buy and sell the property of this Trust, to invest the funds of this Trust and to execute contracts and instruments of all kinds on behalf of this Trust in accordance with the powers set forth herein and not otherwise.

ARTICLE VII.

ASSIGNMENT OF DUTIES TO THE TRUSTEES

7.1 That by signing and acknowledging this Agreement, the herein appointed Trustees accept and will perform all of the duties incumbent on them as Trustees of this Trust. Whenever new or successor Trustees are elected or appointed for this Business Trust Contract, the property of this Trust shall be vested in them as joint tenants without the need for any further act or conveyance.

7.2 That the Trustor(s) shall accumulate, execute and deliver to the Trustees of this Trust the necessary deeds conveying all right, title and interest in and to any real property transferred to the Trust, to any stocks, bonds, mortgages, notes, receivables, policies of life insurance, bank accounts and personal property which Trustor(s) shall grant as irrevocable conveyances to this Business Trust Contract hereby created and which said Trustee(s) shall hold in joint tenancy.

7.3 That every person who conveys property to this Business Trust Contract in exchange for Certificates shall be designated a Trustor. In equal exchange for the conveyances described hereof, and accepted as valuable consideration, the Trustee(s) shall issue to each of the Trustor(s), Certificates Evidencing the number of shares to which they shall be entitled.

7.4 That all of the Certificates issued hereunder shall be freely transferrable in accordance with Article VIII and Article X, on order of their registered owner(s).

7.5 That the Trustee(s) shall maintain a register of all shares issued and thereon shall transfer title thereof as directed by the registered owners of those shares.

7.6 That the Trustee(s) shall be authorized, to issue new Certificates to new Certificate Holders, but shall not issue other Certificates except as expressly provided in these indentures.

Date: 7/30/94

A. L. Odd
Initials Initials
Trustor(s)

DKW
Initials Initials
Trustee(s)

Date: 9-30-94

7.7 That the Trustee(s) by unanimous decision, shall be authorized to increase the capitalization of this Business Trust Contract by issuing additional Certificates for sale privately or to the general public, provided that the shares shall not be issued in violation of the laws of the State(s) in which they shall be offered.

7.8 That all Trustees, as a condition of their appointment to the Board of Trustees of this Business Trust Contract, shall jointly accept control over the Trust corpus and by their signatures to this document, or to a later Minute of the Board of Trustees authorizing their appointment, signify that they agree to perform the duties herein set forth and that they pledge their best efforts and interest to managing, preserving and protecting the assets of this Trust for the benefit of the Certificate Holder(s) of this Business Trust Contract.

7.9 That the Trustees shall meet from time to time to enact Minutes by majority vote which, when entered into the records of this Trust, shall constitute the authority and official guide for the acts of the Trustees in executing their duties under this Trust. Such Minutes shall conform to the guidelines and mandates set forth in this indenture and shall be binding on all of the parties to this Trust.

7.10 Except as otherwise expressly provided in this indenture, the acts of a majority of the Trustees shall be and constitute an exercise of the Trust powers and discretion conferred upon the Trustees collectively.

7.11 That the Trustees of this Trust may elect any of their number or any other duly qualified person to serve as President, Secretary and Treasurer. These offices may also be combined as the Trustees shall decide. The Trustees may elect one of their number or appoint some other duly qualified person as Manager, who shall oversee the active or passive income of the Trust, its assets, and its day to day operations.

7.12 That no decision of the Trustees or any disbursement of funds shall be effective or binding unless it is supported and passed by a majority of the Board of Trustees and properly entered as a Minute in the permanent record of the said Board. However, the Trustees may confer upon the Trust Manager certain limited powers to make day to day decisions and necessary disbursements to be subjected to subsequent review and formal approval of the Board of Trustees.

7.13 That it shall be the duty of the Trustees of this Trust to manage the Trust property in a manner which the said Trustees shall believe to be most desirable and beneficial to the Trust business interests. In so doing the Trustees of this Trust are authorized to perform any act which would be legal and proper for an individual, subject to the restrictions of applicable law and provisions contained

Date: 2/10/94

L. L. Odd
Initials Initials
Trustor(s)

[Signature]
Initials Initials
Trustee(s)

Date: 2-30-94

SEARCHLIGHT

in this indenture. Further, that the Trustees shall, by duly recorded Minute, adopt their own rules and regulations to guide them in carrying out their duties as Trustees of this Trust.

7.14 The Trustees may from time to time employ or retain advisors, investment counsel, accountants, investigators, legal counsel, and other agents and employees and may from time to time prescribe the powers and duties of such persons, and may delegate to any of such persons the execution and administration of any acts of the Trustees, and may fix and pay to such persons out of the Trust income or corpus such compensation as they may deem just and reasonable.

7.15 The Trustees may from time to time fix such compensation, if any, as shall be paid to them or to any of them for their services as Trustees. They may engage any one of their number as an employee or otherwise to perform any of the duties referred to in Article 7.14, and may pay such Trustee the same compensation for performing such duties as would be paid to any other person for similar services, which shall be in addition to the compensation, if any, to which he is entitled for his services as Trustee. The Trustees shall pay out of the Trust income or corpus all reasonable expenses incurred in the administration of the business and all just claims and charges against the business or against the Trustees or any of them arising out of their acts or omissions in their capacity as Trustee hereunder.

7.16 That if one or more of the Trustees act in bad faith or in violation of these indentures or in a manner inimical to this Trust, the offending Trustee or Trustees shall be removed by immediate resignation acceptance on an action brought by any non-offending Trustee of this Trust.

7.17 That any Trustee may resign at his own discretion. In the event that any Trustee dies, is removed or resigns, the remaining members of the Board of Trustees shall, by majority vote, appoint or elect a qualified replacement who shall have agreed to serve in such capacity. The replacement Trustees shall be selected from a list of Successor Trustees determined, maintained and approved in the Minutes by the Board of Trustees.

7.18 That the Trustees shall by Minute duly entered into the record of this Trust, designate one or more Successor Trustees who shall serve in their stead in the event that any of the Trustees shall die, become incapacitated, or resign. The designation of Successor Trustees shall from time to time be reviewed by the Trustees and maintained in current good order.

7.19 That if all of the Trustees and Successor Trustees should become permanently incapacitated without otherwise being replaced, a Court of competent jurisdiction shall, on application of any Certificate

Date: 2/14/41

H. F. D. L.
Initials Initials
____ Trustor(s) _____

[Signature]
Initials Initials
____ Trustee(s) _____

Date: 2-30-41

MEMORANDUM

7.26 That in the event of, and only in such event, a Court of competent jurisdiction determines that the offending Trustee or Trustees were guilty of intentional fraud, the Trustee or Trustees shall be deemed liable, and shall reimburse the Trust for any associated expenses incurred as a result of the indemnification specified in 7.24 and 7.26.

7.27 No bond or other security shall be required of any Trustee at any time serving as such hereunder.

7.28 That the Trustees shall, by Minute properly inscribed in the official record, make provision as to the time and place for holding regular meetings of the Board of Trustees. A majority of the Trustees shall constitute a quorum of the Board of Trustees for the conduct of its business at any regular or special meeting; but no decision shall become effective or binding unless a majority of all current Trustees votes to support it. An emergency meeting of the Board of Trustees shall be called upon the written request of the majority of the Trustees and shall take place at the time and place specified in such written request.

7.29 That the Trustees shall maintain well kept books, accounts and records; and shall keep proper Minutes of all regular meetings and record all decisions therein relative to this Trust. All such records shall thereafter and permanently be available to current and successor Trustees at all times. Proper receipts for expenses and reimbursements must be available and retained by the keeper of the books.

7.30 The Trustees shall make and preserve accurate and complete records of all investments, reinvestments, purchases, sales, exchanges, receipts and disbursements, and of all claims and debits to income and corpus, and of all income and yield from each item of corpus. All such records shall be in accordance with accepted accounting practices. The Trustees in their discretion may cause an annual audit to be made by independent auditors of good standing of all or any of the affairs of the business. Each auditor's report, as well as the records of the business, shall be open at all reasonable times to examination by any Trustee.

7.31 The Trustees may make, execute and deliver any and all receipts, bills of sale, conveyances, assignments, transfers, proxies, powers of attorney, agreements or other instruments of writing as they shall deem advisable in the management and operation of the Trust corpus or which they may deem necessary or appropriate in the exercise of the powers herein conferred upon them. The Trustees may lend the credit of the Trust funds, and on behalf of the Trust funds endorse or guarantee obligations of others in aid of any of the general purposes of the business.

Date: 2/20/94

K.L. D.L.
Initials Initials
-----Trustor(s)-----

A.K.W.
Initials Initials
-----Trustee(s)-----

Date: 2-30-94

SEARCHLIGHT

7.32 That the Trustees are authorized by majority vote of the Board to disburse to the Certificate Holders all or any part of the current income of this Trust. Distributable net income (DNI) shall occur only after taxes and expenses are accounted for in accordance with acceptable accounting practices. Whenever distributable net income (DNI) shall be disbursed under this provision, it shall always be made to the Certificate Holder and in the direct ratio to the number of Units (Shares) then held by each of them.

7.33 That the Trustees are authorized by unanimous vote of the Board to make distributions in excess of five percent (5%) per annum from the then currently existing corpus of this Trust. Whenever such disbursements shall be made under this provision, it shall always be made to the Certificate Holder and in the direct ratio to the number of Units (Shares) then held by each of them.

7.34 That the Board of Trustees of this Trust shall be authorized for the benefit of this Trust to buy, sell, convey, or hypothecate any asset of this Trust, to lend the money of the Trust or to borrow funds using the assets of the Trust as collateral; and also to invest the funds of this Trust as permitted by law, providing that none of these acts shall violate any express provisions of this indenture.

7.35 That the Trustees shall not be held personally liable or responsible, while performing their duties as Trustees under this indenture, for any business or investment losses resulting from no fault of their own; provided, however, that they shall be liable for removal as Trustee and suits for personal damages for any losses suffered by this Trust because of fraud, conversion of Trust property to personal use, gross neglect of duty, or breach of Trust on their part. Any Trustee of this Trust may initiate such action.

7.36 That the income of this Trust shall not be used directly to relieve the Trustor(s) of any family obligation in respect to spouse, children, or other relative legally dependent on him.

7.37 That no Certificate Holder as such, shall be empowered to control the Trustees in any way, nor to dictate management or investment policy to the Trustees, nor to determine the disbursement of Trust income or corpus. However, the Trustees may from time to time inform the Certificate Holders concerning the business of the Trust, and from time to time, may permit the Certificate Holders to examine the books and records of the Trust and explain to them its financial condition, operation and activities.

7.38 That this Declaration of Trust creates only a Business Trust Contract and not a corporation, partnership, agency or association.

Date: 11/2/14

Jof Dpb
Initials Initials
-----Trustor(s)-----

AKW
Initials Initials
-----Trustee(s)-----

Date: 9-30-2014

SEARCHLIGHT

7.39 That the Trust created herein is a separate and independent entity and, as such, cannot be held legally responsible for any debts or obligations incurred personally as an individual by the Trustor, any Trustee, or Certificate Holder thereof.

7.40 That since this Trust confers limited liability upon the Trustor, Trustees, Managers, and Certificate Holders thereto, a statement declaratory of such limited liability shall be printed clearly on all contracts made by and between the Trustees of this Trust or a representative thereof and any third party or parties to such contract. Furthermore, this Trust shall be responsible only for its own obligations and never for those of any Trustor, Trustee, Manager, or Certificate Holder.

7.41 That neither the death nor insolvency or bankruptcy of any Trustee or Certificate Holder shall in any way affect the operation or continuity of this Trust.

7.42 That no disbursement or other benefit shall accrue to any Certificate Holder or other person, except by majority decision of the Trustees or as otherwise set forth in this indenture.

7.43 The Trustees shall have full power and authority to acquire by purchase or otherwise a limited partnership interest in any limited partnership conducting lawful business, and shall also have the right to transfer trust property or funds to any limited partnership which will carry or is carrying on any lawful business at such valuation as may be determined by them, and to become only a limited partner therein. The Trustees shall have no power or authority to become a general partner in any partnership nor to participate in any business or venture in which the liability of the Trust corpus is not limited to the amount of its contribution to such business or venture.

7.44 The Trustees for investment may purchase or otherwise acquire, upon such terms and conditions as they may deem appropriate, stock, stock rights, warrants, bonds, debentures, convertible debentures, notes, certificates of interest, certificates of indebtedness, insurance, annuities, or any other thing of value issued by any person, firm, association, trust, corporation or body politic whatsoever.

7.45 The Trustees, as an investment for the Trust corpus for the purpose of conducting a business therewith or by means thereof, may acquire, upon such terms and conditions as they may deem appropriate, real estate and personal property of any kind, and in connection therewith the Trustees shall have full power and authority to hold, manage and conserve the same in a manner that will redound to the best interest of the Trust estate. The Trustees may lease such property under a lease or leases, to commence at once or in the future, and upon any terms, and for any period or periods of time, although such period

Date: 2-30-94

H.L. Old
Initials Initials
-----Trustor(s)-----

A.K.W.
Initials Initials
-----Trustee(s)-----

Date: 2-30-94

SEARCHLIGHT

or periods might extend beyond the duration of the Trust estate and may renew and extend leases. The Trustees may employ rental agents to rent and collect rents whenever and to the extent they may deem desirable. In conservation and management of any real estate, the Trustees shall have full power and authority to construct or make improvements thereon or additions thereto.

7.46 The Trustees, as an investment, shall have full power and authority to invest in and purchase or otherwise acquire, oil, gas and other similar or dissimilar mineral royalties, overriding royalties, production payments, oil payments, gas payments, net profit overriding royalties, and net profit interests. The Trustees shall have no power or authority to acquire by purchase any interest in a working interest in an oil, gas and other mineral lease. If the working interest in such a lease or a fractional part of the working interest in such a lease should come into the hands of the Trustees by gift or by liquidation of a corporation, or otherwise than by purchase, the Trustees shall within a reasonable time dispose of such working interest for such consideration as they may deem proper. In the disposition of any such working interest or interest therein, the Trustees are specifically authorized and empowered to reserve such overriding royalties or limited overriding royalties as they may deem proper and appropriate.

7.47 The Trustees may form a corporation or corporations to carry on any lawful business or participate in the formation of such corporation or corporations and convey to it or them all or any part of the Trust corpus to the extent permitted by this indenture or by any particular gift and hold, subject to the provisions of this indenture, the consideration accruing therefrom, whether the same be in the form of shares of stock, bonds, debentures, certificates of interest, or any other things of value.

7.48 Any property acquired by the Trustees as herein provided, shall be deemed a proper investment and the Trustees shall be under no obligation to dispose of or convert any such property. Investments need not be diversified, may be of a wasting nature, and may be made or retained with a view to possible increase in value. The Trustees may invest and reinvest all funds available for investment or as they may deem desirable in such investments, as they are permitted to make pursuant to the terms of this indenture. They are expressly authorized to invest in non-income earning property if in their judgment the best interest of the Trust estate will be served thereby. The Trustees, except as herein otherwise specifically provided, shall have as wide a latitude in the selection, retention and making of investments as an individual would have in retaining or investing his own funds.

7.49 The Trustees may make available from Trust corpus loans with or without interest or security, except to themselves or any Contingent or Successor Trustee. Any loan must be authorized by a unanimous

Date: 12-1-34

H. F. O. L.
Initials Initials
-----Trustee(s)-----

N. K. W.
Initials Initials
-----Trustee(s)-----

Date: 12-30-34

SEARCHLIGHT

decision of the Board of Trustees. No loan shall ever be made to any Trustor or Trustor spouse without adequate collateral. Adequate collateral shall be defined in accordance with standard bank lending policy and procedures, and a copy of said policy and procedures shall be accepted by the Trustees in the Minutes of this trust, and made as an attachment thereto.

7.50 That the Trustees are not required to set aside reserves from Distributable Net Income (DNI) or corpus for depreciation, obsolescence, or for equalization of distributions to or for share holders.

7.51 This trust is not a qualified Subchapter S Trust, and as such cannot hold S Corporation stock granted it either by gift, exchange, or distribution. If S corporation stock is received by this Trust the Trustees must distribute such stock to the shareholders, as if this Trust had been terminated while continuing to hold all other assets in accordance with the prescribed indentures herein.

ARTICLE VIII.

CERTIFICATE HOLDER'S RIGHT OF ALIENATION

8.1 That the Certificate Holder's interest in this Business Trust Contract, primary or otherwise, is assignable all or in part, in writing by said Certificate Holder. Board of Trustees must be given first right of refusal to purchase shares on behalf of this Trust when reassignment of any shares is imminent.

ARTICLE IX.

RIGHTS RESERVED BY THE TRUSTOR

9.1 That any Trustor shall have the right, subject to consent of the Trustees, to grant personal or real property to this Trust with the reservation that they may occupy real property premises during their lifetime or so long as the property shall remain in the Trust corpus; provided, however, that the Trustor(s) shall permanently relinquish dominion and control of the property to the Trustees.

9.2 That each Trustor has relinquished all dominion of the assets conveyed to this Business Trust Contract and has retained no right to revoke this contract without the unanimous consent of the Trustees.

Date: 9/24/94

H.A.L. O.B.P.
Initials Initials
---Trustor(s)---

N.K.Z.
Initials Initials
---Trustee(s)---

Date: 9-30-94

ARTICLE X.

ON DEATH OF A CERTIFICATE HOLDER

10.1 That if any Certificate Holder hereunder dies before the dissolution and termination of this Business Trust Contract, the share(s) then assigned to him shall immediately become null and void and thereupon the Trustees shall issue a new Certificate to such new Beneficiary or Beneficiaries as they shall choose. Once such new Certificate is issued, it shall have the same standing and be governed under the same rules as the original Certificate.

ARTICLE XI.

NAME AND ADDRESS OF THE TRUSTEES

Vern I. Brown
H.C. 73, Box 2941, Highway 78, Burns, OR 97720

Darryl Willis
1131 University Street, Helena, MT 59601

ARTICLE XII.

NAMES ADDRESSES AND SHARES ALLOTTED TO THE TRUSTOR(S)

Gerald A. and Ona L. Lindsey and L.T. & L. Inc. 200.00 shares
P.O. Box 148, White Bird, ID 83554

ARTICLE XIII.

THE TRUST ESTATE

13.1 The Trustor hereby grants and delivers to this Trust certain assets or properties:

- All real property as per property inventory list attached
- All ranch equipment as per equipment inventory list attached
- Interest in Jetta Ingenious Ltd.

Date: 7/31/94

L.T. & L.
Initials Initials
Trustor(s)

[Signature]
Initials Initials
Trustee(s)

Date: 8-30-94

ARTICLE XIV.

DESIGNATION OF NUMBER AND GENDER

14.1 When employed in these indentures, the past, present and future tenses include each other; the masculine, feminine and neuter genders include each other; and the singular and plural numbers include each other.

Date: 9/20/99

H. L. O. P. L.
Initials Initials
____ Trustor(s) ____

[Signature]
Initials Initials
____ Trustee(s) ____

Date: 9-30-99

CERTIFICATION

I.

I (we) hereby acknowledge being the Trustor(s) who created

SEARCHLIGHT

(Trust Name)

and say that I (we) have read the terms of the agreement, that it correctly states the purpose for which this trust was drawn and that I (we) did grant the within described property, in joint tenancy, to the Trustees on the date indicated.

Gerald A. Lindsey 9/30/94
Trustor, All Rights Reserved, U.C.C. 1-207

Trustor, All Rights Reserved, U.C.C. 1-207

Dana L. Lindsey 9-30-94
Trustor, All Rights Reserved, U.C.C. 1-207

Trustor, All Rights Reserved, U.C.C. 1-207

II.

I (we) hereby acknowledge being the Trustee(s) named herein, that I (we) have read the terms of the agreement, that it correctly states our understanding of this Trust, that I (we) accept the duties described therein and do accept the property, in joint tenancy, as it is granted in this Trust agreement.

Alvin W. Cis. 9-30-94
Trustee, All Rights Reserved, U.C.C. 1-207

[Signature]
Trustee, All Rights Reserved, U.C.C. 1-207

Trustee, All Rights Reserved, U.C.C. 1-207

Trustee, All Rights Reserved, U.C.C. 1-207

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF IDAHO } SS.

On SEPT. 30th, 19 94, before me, the undersigned, a Notary Public in and for said State, personally appeared GERALD A. LINDSEY DARRELL WILLIS
DANA L. LINDSEY VERN I. BROWN
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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature] (SEAL)
3-15-99

Words & Phrases

CREATOR: An individual or juristic person who initiates the formal process of creating the Trust and directs or carries on the technical process by which it is achieved.

TRUSTOR: The individual or juristic person who provides the assets which constitutes the corpus of the Trust. The Trustor is sometimes also referred to as the grantor or donor on whose behalf the creator performs his function.

TRUSTEE: The natural person who is entrusted with carrying out the purpose for which the Trust was created. The Trustee may be the sole executive of the Trust or one or more of the joint executors who serve as the governing board of the Trust.

ADVERSE TRUSTEE: A Trustee who has an opposing interest from that of the grantor and could therefore, be expected to oppose any special or self-serving interest being given to the grantor as opposed to the beneficiaries at large.

MANAGER: A person, natural or juristic, who is engaged to conduct the day to day operations of the Trust, under the general direction of the Trustees. This could be the grantor, but to preserve the essential characteristic of the Trust as such, there should then be no substantial beneficial interest or reward flowing to the grantor. Thus, if the grantor hopes to achieve some significant tax advantage or limited liability from the existence of the Trust, the question should first be examined by a competent tax or legal adviser.

BENEFICIARY: An individual person, natural or juristic, for whose benefit the Trust was created. The Beneficiary owns rights to distribution of income and/or portions of the corpus of the Trust but possesses no proprietary (ownership) interest in the assets nor control over the Trustees either as to their appointment or continuations in office or approval or disapproval of their acts and decisions.

CONVEYANCE: The transfer of ownership from an individual or person to the Trust. This may be achieved by grant or gift, purchase or sale and may or may not constitute a taxable event. Any conveyance of property subsequent to the initial grant of the Trust's grantor should be reviewed by

a tax or legal consultant.

DOMICILE: The legal residence of the Trust or any individual or juristic person which determines the laws which apply to matters affecting the Trust, individual or person.

MINUTES: A written record of formal decisions made by the Board of Trustees.

INDENTURE: A specific mandate prescribed for the operation of the Trusts. The indentures of a Trust are analogous to a charter, or constitution of business or political entities established for any special purpose.

CORPUS: The body of property belonging to the Trust under some conveyance of ownership.

TRUST: A contractual organization in which the title to certain property is transferred to one or more Trustees under a fiduciary obligation to manage it for the benefit of certain named beneficiaries.

REVOCABLE TRUST: A Trust which allows for amendment by the Trustor even to the point of revoking the entire instrument or recovering title to the assets into his own name.

IRREVOCABLE TRUST: A Trust which may not be revoked or terminated at will of the grantor which may not result in the return to the grantor assets once granted to the Trust.

CORPORATION: A juristic person with some organizational similarities to a Trust, which exists at the pleasure of the state; in which the shareholders enjoy ownership interest in the assets; in which the shareholders elect and may control the directors; and, possess life in perpetuity unless dissolved by the shareholders or state.

FORM: The legal or technical manner or order to be observed in legal instruments or juridical proceedings, containing the proper technical terms or phrases and in proper and methodical order.

SUBSTANCE: That which is essential, ensures the form is accountable, and meets all requirements.

SEE ATTACHED FOR DETAILS

STANDARD SECURITY AGREEMENT

THIS SECURITY AGREEMENT, is made and entered into as of May 8, 2000, between SEARCHLIGHT TRUST (hereafter "Debtor") and AMERICAN LENDING SERVICES (hereafter " Secured Party ")

I. COLLATERAL

For 50 U.S.A. Silver Dollars and other valuable consideration, the receipt of which is hereby acknowledged, Debtor hereby grants to Secured Party a continuing security interest in all of the following assets:

(a) See Attached

Such security interests are granted to secure the payment and performance of any and all present and future indebtedness, obligations and liabilities of Debtor to Secured Party, whether arising out of an extension of credit or otherwise, whether or not evidenced by any promissory notes, credit agreements or other instruments or agreements evidencing indebtedness, and whether direct or indirect, liquidated or un-liquidated, absolute or contingent, now existing or hereafter arising, individual, joint or several and any renewals, modifications or extensions thereof and substitutions or exchanges thereof, including any amounts now or hereafter advanced by Secured Party to Debtor and any additional amounts which Secured Party may be permitted to choose to advance now or hereafter (i) to preserve and protect the lien and encumbrance hereof, or (ii) according to the terms of the security Agreement (all of the aforesaid amounts, obligations, liabilities and indebtedness being hereafter referred to as the " obligation" or an "obligation").

The Obligations secured by this Security Agreement, or a portion thereof, have been or may be dishonored by Secured party to debtor in accordance with certain agreements, instruments and documents (collectively, the "Agreements"), which Agreements together with any other instrument or agreement securing , creating or evidencing the Obligations, as the same may hereafter be amended, are hereinafter collectively referred to as the "Loan Documents". The Loan Documents, as the same may exist from time to time, are by this reference incorporated into this Security Agreement and all of the terms and conditions thereof and hereof shall continue until all of the Obligations have been paid in full. All indebtedness and Obligations of Debtor arising from and accruing under the Loan Documents from time to time shall be part of the Obligation and secured by this Security Agreement to the same extent as though the Loan Documents were fully set forth herein, any default under the Loan Documents shall constitute an event of default under this Security Agreement entitling Secured Party to all rights and remedies conferred upon it by the terms of this Security Agreement.



EXHIBIT 17

II. WARRANTIES AND COVENANTS OF DEBTOR

Debtor warrants, covenants, and agrees that:

1. The Collateral is bought or used primarily for business purposes including farming and mining.
2. Except for the security interest granted hereby and Collateral referenced in Article I (a) above, Debtor owns the collateral free from any prior or adverse lien, security interest, or encumbrance, and debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
3. The Collateral will not be misused, abused, wasted, or allowed to deteriorate, except for the ordinary wear and tear of its primary use.
4. At the oral or written request of Second Party, Debtor will join with Secured Party in executing in form satisfactory to Secured Party one or more financing statements pursuant to the Uniform Commercial Code and such other documents as secured party may from time to time reasonably request and will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable.
5. The Collateral will be kept in the State of Idaho.
6. Debtor immediately will notify Secured Party in writing of any change or discontinuance of Debtor's place or places of business.
7. Debtor will have and maintain insurance at all times with respect to the Collateral against risks of fire (including so-called extended coverage), theft, and other such terms, in such form, or such periods, and written by such companies, as may be satisfactory to Secured Party. All such policies of insurance shall list AMERICAN LENDING SERVICES as Secured Party and co-insured and shall provide for at least thirty (30) days prior written notice of cancellation or modification to Secured Party and Debtor shall furnish Secured Party upon signing, with certificates or other evidence satisfactory to Secured Party of compliance with all the foregoing insurance provisions.
8. Debtor will keep the Collateral free from all unpaid charges, liens, and security interest; other than the security interest granted hereby; will pay promptly all taxes and assessments with respect to the Collateral or its use or operation will not use the Collateral in violation of any ordinance or state or federal statute or any administrative rule or regulation or law or policy of insurance thereon and will not sell or encumber the same in any manner whatsoever except for inventory sold in the ordinary course of business. Secured Party is authorized at its option and in its sole discretion to discharge taxes, liens, or security interest or other encumbrances at anytime levied or placed on its Collateral, to pay for insurance on the Collateral. Debtor agrees, to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party

SEE ATTACHED FOR DETAILS

pursuant to the foregoing authorization, and the amount of any such payments or expenses shall be secured by and under this Security Agreement. The Secured Party may examine and inspect the Collateral at any reasonable time or times wherever located.

III. EVENTS OF DEFAULT

Debtor shall be in default under this Security Agreement upon the happening of any one or more of the following events (each an "Event of Default").

1. Default in the payment or performance of any of the Obligations or breach of any covenant or agreement contained in the Agreement.
2. Any warranty, representation, or statement made or furnished to Secured Party by or on behalf of Debtor, including but not limited to, statements made by Debtor in any financial or credit statement or application for credit made prior to this Agreement, prove to have been false or misleading in any material respect when made or furnished.
3. Sale or encumbrance of any of the Collateral not in the ordinary course of business, or the making by any person of any levy, seizure, or attachment thereof.
4. Dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, the commencement of any voluntary proceeding under any bankruptcy or insolvency laws by Debtor or the involuntary commencement of any such proceeding against Debtor which is not discharged within sixty (60) days.
5. Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement, or undertaking that has a material adverse effect on Debtor.
6. services of any warrant of attachment, garnishment, or the existence or making or issuance of any tax lien, levy, or similar levy on or with respect to Debtor that has an material adverse effect of Debtor.
7. Default under any of the other Loan Documents.

UPON THE OCCURENCE OF ANY OF THE FOREGOING EVENTS OF DEFAULT, DEBTOR SHALL IMMEDIATELY NOTIFY SECURED PARTY IN WRITING OF SUCH DEFAULT.

IV. SECURED PARTY RIGHTS AND REMEDIES

1. Secured Party shall have the right to notify account and contact debtors obligations on any or all of the Collateral to make payment thereof directly to Secured Party and Secured Party may take control of all proceeds of any of the Collateral, which rights Secured Party may exercise at any time debtor is in default hereunder. Until such

SEE ATTACHED FOR DETAILS

time as Secured Party elects to exercise such rights, debtor is authorized, as agent of Secured party, to collect and enforce all such contracts and accounts.

2. Upon occurrence of any Event of Default, and at any time thereafter, Secured Party may, at its option and without notice or demand to Debtor, declare all or any portion of the Obligation immediately due and payable regardless of maturity and shall have the remedies of a secured party under the Uniform Commercial Code. Secured party may, at its option, require debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured party which is reasonable convenient to both parties, or in the event of Debtor failing or refusing to so assemble the Collateral, secured Party shall have the right, and Debtor does hereby authorize and empower Secured Party, to enter upon the premises wherever the Collateral may be in order to remove the same. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notices of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirements of reasonable notices shall be met if such notice is mailed, postage prepaid to Debtor at least five (5) days prior to the date of the sale of disposition.

3. In the event of repossession of the Collateral, secured Party shall have such rights as are provided and permitted by law including the right to reasonable attorney fees and legal expenses incurred for the purpose of retaking, holding, and disposing of the Collateral (Including Attorney's fees for representation on proceeding under the Bankruptcy code).

V. GENERAL

Secured Party shall have no duty as to collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any right pertaining thereto beyond the same custody thereof. No waiver by Secured Party of any default shall operate as a waiver of any default or of the same default on a future occasion. All rights and remedies of secured Party whether or not granted hereunder shall be cumulative and may be exercised singularity or concurrently. All rights of Secured Party hereunder shall insure to the benefit of its successors and assigns, and all obligations of Debtor shall bind its successors and assigns. Any demand upon or notice to Debtor shall be effective if deposited in the mails addressed to debtor at Debtor's last known address.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

AMERICAN LENDING SERVICES

Janie Fowler

SEE ATTACHED FOR DETAILS

Julie Fowler, Trustee

SEARCHLIGHT TRUST

Boyd Hopkins
Boyd Hopkins, Trustee

Jim Spickelmaire
Jim Spickelmaire, Trustee

SEE ATTACHED FOR DETAILS

SEARCHLIGHT
RIVER MOUNTAIN RANCH

EQUIPMENT LIST

SEE ATTACHED FOR DETAILS

AGRICULTURAL EQUIPMENT

1999	JD Mower Conditioner	SN E00945T136691
1989	JD Round Baler	SN 00466X134073
1993	Hesston Baler Model 4655	SN 465500543
19__	Super 1048 Stackliner	SN 4014
1999	JD Twin Rake Model 705	SN E00705A130006
1999	JD Tiller Model 550	SN M00550X160397

TRACTORS/HEAVY EQUIPMENT

19__	Ford Tractor 9N & Attachments: Harrow, Disc, Blade, Cultivator (1939-42)	SN 3344
1981	John Deer 644C Front End Loader w/3 Yard Bucket	SN 01283
1967	Catepillar 980 Wheel Loader Log Forks, w/5 Yard Bucket Model 1-A	SN 8955420
19__	Case 580C Backhoe, extendahoe	SN 8955420
1965	Cat D-4, Angle Blade	SN 78A1211
19__	Gerlinger Forklift (yellow)	SN
1999	JD 5510 Tractor w/540 loader	SN 5250591
19__	John Deere Excavator 690C w/3 Buckets	SN 507441
19__	John Deere 4040 w/158 ldr	SN RW4040P012949
1994	Daewoo Escavator	SN 1246
1993	TCM Front-end ldr DH220	SN 67200298

TRUCKS

1971	Chev 2 Ton, Flatbed	SN CE431P131851
1984	Ford 2 Ton, Racks, Flatbed Dump Bed, Model 9000	SN 43612
1984	International 2 Ton, Flatbed Model 9V4	SN 43328
1986	Ptrb Dump Truck	SN 1XP9DB9X1GP188227
1975	KW Dump Truck	SN 147620S

SEE ATTACHED FOR DETAILS

PICK-UPS/CARS

1994 Toyota 4x4, Ext Cab, 4 cyl	SN JT4RN13P2R6061626
1996 GMC Yukon 4x4	SN 736900
1999 Lincoln Towncar	SN 691499

TRAILERS

1979 Beaver Flatbed Equipment Trailer, 3 Axle	SN B9078219
1999 Texas Bragg 16 ft.	SN 992699
19__ Hay Wagon 18 ft.	SN Homemade

MISCELLANEOUS

Groundhog	
Haylege Bagger	
Farmhand Loader	
Bale Handler	SN
John Deere 5 Bottom Plow	
Western Cullpackers	SN
John Deere Drills, 14 ft., (2)	SN Bell-93-12-1 Bell-93-12-2
2 - 12' Antique Disc Plows	
Oliver #132, 6 Bottom	
ID, P02491	
E-Rock Picker, Anderson	
JD Hydro 7500 Sprayer Model 32B	
IHC 12 Ft. Cultivator Model 45	
Welder - Lincoln Model #226	
Hoist, Cable Type - Model UBE-12	
Generator - Trailblazer 251	SN KK022642
Generator - 10KW	SN 6115-097-8021
Generator - 15KW	SN 611500118.124
Generator - 150KW	SN
Chain Saw, Husky	
Chain Saw, Polan	
Chain Saw, Stihl	
International Drill 12', Model 10	
6" spacing, Grass Box, Rope Trip	
Scales - 18' Beams, 18x5'2"	
Winslow 37,000 lbs.	
Wade Rain Pivot System (2) with	
Misc Irrigation Pipe & Supplies	

Mirafont Waterer Systems (4)
Portable Priefert Squeeze Chute
With Cart
Livestock Systems Squeeze Chute
And Tub
Howe Richardson 34" Scale -
30 Ton Capacity
1996 Polaris 4x4
Miscellaneous Livestock Supplies,
Panels, Stock Tanks
John Deere Riding Lawn Mower
Snapper Push Lawn Mower
John Deere Push Lawn Mower
DR Trimmer Mower

SEE ATTACHED FOR DETAILS

COLLATERAL

All Accounts, Contract Rights, Chattel Paper, General Intangibles, Inventory, Equipment and Fixtures; Whether owned now or acquired later; all accessions, additions, replacements, and substitution; all records of any kind relating to any of the foregoing; all proceeds (including insurance, bond, general Intangibles and accounts proceeds), together with all the other real and personal property with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents issues and profits thereof, and all estate right, title, interest property, claim and demand whatsoever of the said Debtor, in law, equity, or otherwise however, of, in and to the same and every part thereof not excluding those documents in whatever form, nature or matter listed on the commercial security agreement entered on May 8, 2000 by and between the Debtor and Secured Party and Incorporated herein by reference.

SEE RELEASE OF LIABILITY FOR ON REVERSE SIDE

IDAHO 3870 9-11-11
Idaho Transportation Dept.
Division of Motor Vehicles
PO Box 7129
Boise, ID 83707-1129



NOT A BILL

LICENSE NO.	LICENSE EXPIRES	YEAR	MAKE	MODEL	COLOR
I29030	05/31/2004	1996	GMC	TK	WHI
VEHICLE IDENTIFICATION NO.		TITLE NO.	BODY TYPE		
1GKEK13R6TJ736900		96208386	CARRY-ALL		

STICKER: 0405 207281
DESCRIP: YUKON

RC: 25020021028111802

REG TYPE PC CAR
ISSUED: 10/28/02
11:18:02
ORIG ISSU 04/29/02

ID 83530-0148

NATIONAL HOLDING

PO BOX 42
GRANGEVILLE

IDAHO WHITE BIRD HIGHWAY DISTRICT

THESE LICENSE PLATES BELONG TO YOU - REMOVE THEM WHEN YOU SELL THE VEHICLE

IDAHO



TOTAL FEES PAID 0.00

We certify under penalty of law that this vehicle is used will be continuously insured as prescribed by law (see reverse side).

APPLICANT MUST SIGN TO BE VALID



CERTIFICATE OF LIABILITY INSURANCE - STATE OF IDAHO
FARM BUREAU MUTUAL INSURANCE COMPANY OF IDAHO
275 TIERRA VISTA DR PO BOX 4848
POCATELLO ID 83205-4848

AN AUTHORIZED IDAHO INSURER IN COMPLIANCE WITH IDAHO LAW CERTIFIES THAT IT HAS ISSUED A POLICY OF MOTOR VEHICLE LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN REQUIRED BY IDAHO LAW, FOR THE DESCRIBED VEHICLE.

FOR INSURANCE CLAIMS INFORMATION, REFER TO BACK OF FORM.

GERALD A LINDSEY
DWAYNE L LINDSEY
HC 01 BOX 109B
WHITE BIRD ID 83554-9709

TERRA VISTA HOME OFFICE	208-983-2401 208-232-7914
POLICY NUMBER	01-3-050787-01
DESCRIPTION	1996 GMC
VIN	1GKEK13R6TJ736900
EFFECTIVE DATE	12-23-2002
EXPIRATION DATE	12-23-2003

SUBJECT TO PRIOR CANCELLATION

KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES



First Amendment Publishers
C/O 801 Woodside Road, Suite 14- 404
Redwood City, CA 94061

Thursday September 25, 2003

Gerald A. Lindsey
HC01 Box 109B
White Bird, ID 83554

Dear Gerald,

We have received your letter and request that we deliver to you certain documents, which may be in our possession or control. We also have a copy of the SUBPOENA DUCES TECUM upon, which you base your request. The requested documents are owned by First Amendment Publishers and you are not entitled to them, pursuant to the Contracts.

We therefore will not be sending you any of the requested records and/or documents.

We believe that we may have some of your personal records, but determining that will be a burdensome task. Please let us know if you need us to make this determination, so we can send you an estimate of the cost and time necessary to produce and deliver the documents.

FIRST AMENDMENT PUBLISHERS

By: 
Michael Ioane, Agent
For First Amendment Publishers

EXHIBIT

6

tabbies

Dean Heller
Nevada Secretary of State
Corporate Information

Name: NEVAK MINING, LTD. ★

Type: Limited Liability Company	File Number: LLC1329-1997	State: NEVADA	Incorporated On: April 16, 1997
Status: Current list of officers on file	Corp Type: Limited Liability Company		
Resident Agent:	THOMAS D. BEATTY (Accepted)		
Address:	601 EAST BRIDGER AVENUE		
	LAS VEGAS	NV	89101-
Manager or Member:	NATIONAL HOLDING TRUST		
Address:	801 WOODSIDE RD, STE 14-404		
	MANAGER/MEMBER		
	REDWOOD CITY	CA	94061-
Manager or Member:	HOWARD FRANCIS		
Address:	HCO1 BOX 109B		
	MEMBER		
	WHITE BIRD	ID	83554-
Manager or Member:	LARRY FRANCIS		
Address:	HCO1 BOX 109B		
	MEMBER		
	WHITE BIRD	ID	83554-
