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10 UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO
11

12 In re:) Case No. 09-03911-TLM
13 TAMARACK RESORT, LLC,) Chapter 11
14 Debtor.) BANC OF AMERICA LEASING &
15) CAPITAL, LLC'S NOTICE OF AND
16) MOTION FOR RELIEF FROM THE
17) AUTOMATIC STAY (SKI LIFTS)

18 **Notice of Motion for Relief From the Automatic Stay**
19 **and Opportunity to Object and for a Hearing**

20 No Objection. The Court may consider this request for an order without further notice or
21 hearing unless a party in interest files an objection within 17 days of the date of service of
22 Banc of America Leasing & Capital, LLC's Notice of and Motion for Relief From the
Automatic Stay (Ski Lifts) (the "Motion").

23 If an objection is not filed within the time permitted, the Court may consider that there is no
24 opposition to the granting of the requested relief and may grant the relief without further
notice or hearing.

25 Objection. Any objection shall set out the legal and/or factual basis for the objection. The
26 objection shall specifically identify those matters contained in the motion that are at issue

BANC OF AMERICA LEASING &
CAPITAL, LLC'S NOTICE OF AND
MOTION FOR RELIEF FROM THE
AUTOMATIC STAY (SKI LIFTS) -- 1
Case No. 09-03911

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1 and any other basis for opposition to the motion. A copy of the objection shall be served on
2 the movant Banc of America Leasing & Capital, LLC, and upon all parties receiving service
3 of the motion.

4 Hearing on Objection. The objecting party shall also contact the court's calendar clerk to
5 schedule a hearing on the objection and file a separate notice of hearing. The objection filed
6 shall include the notice of such hearing and an appropriate proof of service.

7 **Statutory Notice Pursuant to 11 U.S.C. § 362(e) and Local Bankruptcy Rule 4001.2(g)**

8 Banc of America Leasing & Capital, LLC is seeking relief from the automatic stay against
9 property of the bankruptcy estate pursuant to 11 U.S.C. § 362(d) and (e). Section 11 U.S.C.
10 § 362(e) provides:

11 (1) Thirty days after a request under subsection (d) of this section for relief from the stay of
12 any act against property of the estate under subsection (a) of this section, such stay is
13 terminated with respect to the party in interest making such request, unless the court, after
14 notice and a hearing, orders such stay continued in effect pending the conclusion of, or as a
15 result of, a final hearing and determination under subsection (d) of this section. A hearing
16 under this subsection may be a preliminary hearing, or may be consolidated with the final
17 hearing under subsection (d) of this section. The court shall order such stay continued in
18 effect pending the conclusion of the final hearing under subsection (d) of this section if there
19 is a reasonable likelihood that the party opposing relief from such stay will prevail at the
20 conclusion of such final hearing. If the hearing under this subsection is a preliminary
21 hearing, then such final hearing shall be concluded not later than thirty days after the
22 conclusion of such preliminary hearing, unless the 30-day period is extended with the
23 consent of the parties in interest or for a specific time which the court finds is required by
24 compelling circumstances.

25 (2) Notwithstanding paragraph (1), in a case under chapter 7, 11, or 13 in which the debtor is
26 an individual, the stay under subsection (a) shall terminate on the date that is 60 days after a
request is made by a party in interest under subsection (d), unless—

(A) a final decision is rendered by the court during the 60-day period beginning on the
date of the request; or

(B) such 60-day period is extended—

(i) by agreement of all parties in interest; or

(ii) by the court for such specific period of time as the court finds is required for good
cause, as described in findings made by the court.

1 **I. MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

2 **A. Nature of the Stay Relief Sought.**

3 Banc of America Leasing & Capital, LLC (“BALC”) is seeking stay relief pursuant to 11
4 U.S.C. § 362(d)(1), (d)(2), and (e) to retake possession of certain equipment that BALC leased to
5 Debtor Tamarack Resort, LLC (“Debtor”), as permitted by the controlling lease documents, and
6 to otherwise enforce its rights, interests, and remedies in and to the equipment under applicable
7 nonbankruptcy law. Specifically, BALC requests that the automatic stay be terminated with
8 respect to the “Ski Lifts” (as identified and defined below), and that the Debtor be order either to
9 immediately turn over the Ski Lifts or provide BALC with access for retaking possession of the
10 Ski Lifts.

11 **B. Details of the Underlying Obligation/Liability Upon Which the Motion Is Based.**

12 BALC leased certain equipment to the Debtor in connection with Debtor’s snow skiing
13 operation.¹ Relevant to this Motion, this equipment consists of: (i) one Dopplemayr CTEC
14 “Wildwood Express” Detachable Quad Chairlift; and (ii) one Dopplemayr CTEC “Whitewater
15 Chair” Quad Fixed Grip Chairlift with all related attachments and accessories (collectively, the
16 “Ski Lifts”).²

17 The Ski Lifts are the subject of a Master Lease Agreement dated November 28, 2006 (the
18 “Master Lease”),³ and Schedule 001 to the Master Lease, dated December 6, 2006 (“Schedule
19 001”).⁴ (The Master Lease and Schedule 001 are collectively referred to as the “Lease
20 Documents”).
21

22 ¹ See Affidavit of Todd Wittenberg In Support of Banc of America Leasing & Capital, LLC’s Motion for Relief
23 From the Automatic Stay (Ski Lifts), filed herewtih (hereinafter the “Third Wittenberg Aff.”), ¶ 3.

24 ² *Id.*

25 ³ *Id.* at Ex. 1.

26 ⁴ *Id.* at Ex. 2.

1 Debtor defaulted under the Lease Documents in three primary ways. First, in 2008, a
2 receiver was appointed over Debtor's assets.⁵ This receivership lasted well beyond the 60 days
3 permitted under the Lease Documents.⁶ On January 20, 2009, BALC, through its attorneys, sent
4 a letter advising the Debtor that because the Debtor consented to the appointment of the receiver
5 for the Debtor, and the motion to appoint the receiver was not timely dismissed, an "Event of
6 Default" had occurred under the Lease Documents.⁷ This letter also notified the Debtor of
7 BALC's termination of the Lease Documents.

8 Second, the Debtor has failed to make the payments required under the Lease
9 Documents.⁸ More specifically, no payment has been made for the Ski Lifts since January 2009.⁹

10 Third, the Debtor has effectively ceased its operations as of the spring of 2009.¹⁰

11 **C. Itemization of Amounts Due Under the Obligation.**

12 BALC has calculated its damages under the Lease Documents pursuant to the
13 "Remedies" and the "Stipulated Loss" provisions.¹¹ With respect to the Ski Lifts, BALC's
14 damages as of March 31, 2010, total \$4,635,349.37, consisting of: (i) \$3,772,094.18 in stipulated
15 loss damages; (ii) \$157,258.26 in unpaid rents as of the stipulated loss date; (iii) \$15,725.84 in
16 late charges; (iv) \$18,866.14 for taxes; (v) \$470,254.41 in accrued interest; and (vi) \$201,150.55
17 in attorney fees.

18 _____
19 ⁵ Affidavit of Todd Wittenberg In Support of Banc of America Leasing & Capital, LLC's Notice of and Motion for
20 Relief From the Automatic Stay, Dkt. #167 (hereinafter the "First Wittenberg Aff."), ¶ 10; *see also id.* at Ex. C, ¶ 11
(defining defaults).

21 ⁶ *Id.* at Ex. G.

22 ⁷ *Id.* at ¶ 13, Ex. H.

23 ⁸ *Id.* at ¶ 14; *see also id.* at Ex. C, ¶ 11 (defining defaults).

24 ⁹ *Id.* at ¶ 14.

25 ¹⁰ *Id.* at ¶ 15.

26 ¹¹ *See* Claim #120, Ex. L; Third Wittenberg Aff., ¶ 7 and Ex. 3.

1 Interest accrues on this total amount at the rate of 12% per annum, which translates to a
2 per diem accrual of \$1,257.36.

3 **D. Estimated Value of the Ski Lifts and the Basis for the Evaluation.**

4 BALC estimates the value of the Ski Lifts to be between \$1,494,375.00 and
5 \$1,992,500.00, based upon varying disposition timeframes.¹² \$1,494,375.00 is the “Orderly
6 Liquidation Value,” defined as the estimated gross amount that could be typically realized from a
7 liquidation sale, given a reasonable period of time to find a purchaser (or purchasers), with the
8 seller being compelled to sell on an as-is, where-is basis, within six months.¹³ \$1,992,500.00 is
9 the “Fair Market Value,” defined as the estimated amount that may reasonably be expected for a
10 property in exchange between a willing buyer and a willing seller, with equity to both, neither
11 under any compulsion to buy or sell.¹⁴ The estimated time to market and sell under the “Fair
12 Market Value” analysis is twelve months. These values, however, exclude an estimated
13 \$492,500.00 in removal and transportation costs.¹⁵

14 BALC determined these values internally through its Equipment Management Group
15 (“EMG”), with input from an inspection report prepared by Craig Loop.¹⁶

16 **E. Description of Documents Evidencing the Obligation and the Basis of Ownership
17 and Perfection.**

18 The Lease Documents identified above evidence Tamarack’s obligations to BALC.
19 These documents also reflect that BALC is the owner of the Equipment. BALC’s ownership
20
21

22 ¹² Third Wittenberg Aff., Ex. 4.

23 ¹³ First Wittenberg Aff., Ex. J.

24 ¹⁴ *Id.*

25 ¹⁵ Third Wittenberg Aff., ¶ 8, and Exs. 4 and 5.

26 ¹⁶ *Id.*

1 interests are further evidenced by various documents and instruments, including but not limited
2 to, a Warranty Bill of Sale.¹⁷

3 In connection with BALC entering to a leasing relationship with Tamarack, in an
4 abundance of caution, BALC took steps to perfect a first lien position in the Ski Lifts. To
5 effectuate this precautionary measure, BALC filed a UCC financing statement and fixture filing
6 for the Ski Lifts.¹⁸

7 II. MEMORANDUM OF POINTS AND AUTHORITIES

8 A. BALC is entitled to stay relief under § 362(d)(1).

9 Section 362(d)(1) of the Bankruptcy Code allows stay relief to be granted when cause
10 exists.¹⁹ Relief from the automatic stay for cause is a discretionary determination to be made by
11 bankruptcy courts on a case-by-case basis.²⁰ Relevant factors include the relative harm to the
12 movant if relief is not granted,²¹ and whether the movant is adequately protected.²² Cause also
13 exists when the debtor is unable to propose a feasible plan.²³ The moving party must first
14 establish a prima facie case that cause for relief exists; once the moving party establishes a prima
15 facie case, the burden shifts to the debtor to show that relief from the stay is not warranted.²⁴

16
17 ¹⁷ *Id.* at Ex. 6.

18 ¹⁸ *Id.* at Exs. 7, 8.

19 ¹⁹ 11 U.S.C. § 362(d)(1).

20 ²⁰ *JE Livestock, Inc. v. Wells Fargo Bank, N.A. (In re JE Livestock, Inc.)*, 375 B.R. 892, 897 (B.A.P. 10th Cir.
21 2007); *see also In re Kennedy*, 165 B.R. 488, 490 (Bankr. W.D. Wash. 1994) (“Exercising discretion in determining
cause for stay relief requires the balancing of hardships and consideration of the totality of circumstances.”); *In re*
 Davids, 02.1 I.B.C.R. 51, 52 (Bankr. D. Idaho 2002).

22 ²¹ *See Groshong v. Sapp (In re Mila, Inc.)*, 423 B.R. 537, 543–44 (B.A.P. 9th Cir. 2010) (analyzing the balance of
23 harms in determining if cause existed for relief under § 362(d)(1)).

24 ²² 11 U.S.C. § 362(d)(1).

25 ²³ *In re Smith*, 333 B.R. 94, 102 (Bankr. M.D.N.C. 2005).

26 ²⁴ *United States v. Gould (In re Gould)*, 401 B.R. 415, 426 (B.A.P. 9th Cir. 2009).

1 Cause exists for relief under § 362(d)(1) upon a number of facts. First, BALC is not
2 adequately protected. As explained in more detail below in BALC's analysis under
3 § 362(d)(2)(A), the Debtor has no equity in the Ski Lifts, removing the possibility of an equity
4 cushion as a source of adequate protection.

5 Second, the Debtor has made no postpetition payments to BALC.²⁵ Indeed, BALC has
6 not received a payment for the Ski Lifts in approximately twenty-two months. Thus, BALC is
7 bearing the entire risk of collateral depreciation and is not being adequately protected.

8 Third, compounding the harm of nonpayment, it appears that the Debtor is neither
9 insuring nor maintaining the Ski Lifts. BALC has inquired several times as to the status of the
10 Debtor's insurance and maintenance of the Ski Lifts, but has never received an answer.²⁶ Nor is
11 it clear from the Debtor's other pleadings in this case whether its remaining insurance policy
12 applies to the Ski Lifts.²⁷

13 Fourth, as explained below, the Debtor cannot propose a reorganization plan with a
14 reasonable likelihood of being confirmed within a reasonable amount of time.

15 Fifth, and finally, in terms of the relevant harm to BALC if relief is not granted, BALC's
16 prospective harm far exceeds any harm to the estate. The Ski Lifts represent BALC's primary
17 source for a recovery. If BALC cannot retake the Ski Lifts, its recovery will be further delayed.
18 And after nearly two years of nonpayment, significant investments of attorney fees, and months
19

20 ²⁵ The Debtor's failure to make any postpetition payments would be a violation of its duties under 11 U.S.C.
21 § 365(5), except that BALC terminated the Lease Documents prepetition. Thus, there is no Ski Lift lease for the
22 Debtor to assume or reject. This fact underscores the propriety of BALC's request for relief from the automatic stay.
With no legal interest in the Ski Lifts, there is no reason to delay BALC's enforcement of its rights under applicable
nonbankruptcy law with respect to the Ski Lifts.

23 ²⁶ Second Affidavit of Todd Wittenberg in Support of Banc of America Leasing & Capital, LLC's Notice of and
24 Motion for Relief from the Automatic Stay, Exs. B, C, Dkt. #233. *See also* Goergen Affidavit in Support of Motion
for Relief From the Automatic Stay (Ski Lifts), filed herewith (hereinafter the "Goergen Aff."), ¶ 2, Ex. 1.

25 ²⁷ *See* Opp'n to Mot. to Convert or Dismiss, at 16, Dkt. #439 (noting TMA will provide insurance for its proposed
26 operations, which do not include the Ski Lifts).

1 of opportunity for the Debtor to reorganize, it is not realistic to expect BALC to wait any further
2 for a recovery. Indeed, Credit Suisse's motion to convert or dismiss the case reflects the view of
3 at least one other significant creditor that a successful reorganization within a reasonable amount
4 of time is increasingly unrealistic.

5 On the other hand, it appears that the Debtor has no equity in any of its assets, and owes
6 tens of millions of dollars more than it can expect to repay in a reasonable amount of time. The
7 Debtor's only realistic restructuring option is a sale of assets, and a sale can occur with or
8 without the Ski Lifts. Undoubtedly the presence of the Ski Lifts would affect the sales price. But
9 the benefit to the estate is not the increased price. Rather, the potential benefit is the intangible
10 and unquantifiable possibility that the presence of the Ski Lifts will aid the Debtor in finding a
11 purchaser. The harm to BALC of delaying its recovery far outweighs the potential benefit to the
12 estate of making a sale marginally more likely.²⁸

13 Collectively, these facts constitute cause for relief under § 362(d)(1).

14 **B. BALC is entitled to stay relief under § 362(d)(2).**

15 Stay relief is appropriate under § 361(d)(2) if: (A) the debtor does not have an equity
16 interest in such property; and (B) such property is not necessary to an effective reorganization.²⁹
17 Regarding the equity issue, the Debtor's sole interest in the Ski Lifts is mere physical possession.
18 As explained above, BALC is the owner of the Ski Lifts and the Debtor was only a lessee. But
19 the Debtor defaulted under the Lease Documents, prompting BALC to terminate the lease. Thus,
20 the Debtor's only ongoing interest in the Ski Lifts is mere physical possession. In the language
21 of § 362(d)(2)(A), the Debtor has no equity in the Ski Lifts.

22 Indeed, the Debtor has not challenged this fact. The Court previously granted stay relief
23 in order to allow a pending state court action to go forward for the purpose of determining the

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25 ²⁸ See Dkt. #376.

26 ²⁹ 11 U.S.C § 362(d)(2).

1 validity, priority, and extent of interests in, among other things, the Ski Lifts.³⁰ BALC filed a
2 motion for summary judgment seeking a determination against the Debtor that the Debtor has no
3 interest in the Ski Lifts and fixing the amount of BALC's damages attributable to Debtor's
4 breach of the Lease Documents.³¹ The Debtor did not object to BALC's summary judgment
5 motion, which, under the circumstances, represents the Debtor's tacit acknowledgment that the
6 Debtor's sole remaining interest in the Ski Lifts is mere physical possession.³² And
7 contemporaneously with the filing of this Motion, BALC submitted to the state court for its
8 consideration a proposed form of judgment finding and concluding that the Debtor's sole
9 remaining interest in the Ski Lifts is mere physical possession.³³ Because the Debtor's sole
10 remaining interest in the Ski Lifts is mere physical possession, the Debtor lacks any equity in the
11 Ski Lifts. Of course, even if the Debtor had some legal interest in the Ski Lifts, which it does
12 not, the Debtor would still not have any equity in the Ski Lifts because BALC's claim under the
13 Lease Documents far exceeds the value of the Ski Lifts.

14 Regarding § 361(d)(2)(B), the Supreme Court has explained:

15 Once the movant under § 362(d)(2)(B) establishes that he is an undersecured
16 creditor, it is the burden of the *debtor* to establish that the collateral at issue is
17 "necessary to an effective reorganization." What this requires is not merely
18 showing that if there is to be an effective reorganization, this property will be
19 needed for it; but that the property is essential for an effective reorganization *that*
20 *is in prospect*. This means . . . that there must be "a reasonable possibility of a
21 successful reorganization within a reasonable time."³⁴

21 ³⁰ See Order Regarding the Amended Motion of Credit Suisse, AG for Relief From Stay, Dkt. #101.

22 ³¹ Goergen Aff., Ex. 2.

23 ³² *Id.* at ¶ 4.

24 ³³ *Id.* at ¶ 5 and Ex. 3

25 ³⁴ *United Sav. Ass'n of Texas v. Timbers of Inwood Forest Assocs., Ltd.*, 484 U.S. 365, 375-76 (1988) (citations
26 omitted).

1 In this case, there is no prospect for an effective reorganization within a reasonable time.³⁵
2 The Debtor has been proceeding in chapter 11 for approximately eight months.³⁶ During this
3 time, the Debtor has not operated its resort, obtained any debtor-in-possession financing, filed a
4 disclosure statement, filed a plan, or produced a purchaser of estate assets. In other words, the
5 Debtor has failed to achieve any significant progress towards reorganization.

6 With the Debtor's stagnant progress in mind, it is appropriate to see the past as prologue.
7 There is no objective reason to assume that more time will render better results. For example,
8 the Debtor has tried, and failed, to obtain debtor-in-possession financing.³⁷ Given the
9 circumstances of this case, it is doubtful that other financing options exist. If other options did
10 exist, presumably the Debtor would have sought Court approval for a different financing
11 proposal by now.

12 Nor is the Debtor's proposal to lease its skiing operation to the Tamarack Municipal
13 Association ("TMA") for the 2010/2011 skiing season a reason to find that a reorganization is
14 likely within a reasonable time. The Debtor and TMA contend that opening the skiing operation
15 may enhance the value of the resort as a whole and aid in its sale. This *may* be true. But with
16 respect to BALC's Ski Lifts, "*may*" is simply inadequate at this point. Moreover, the financial
17 forecasts for operating the ski resort show the operation will result in a net loss.³⁸ Leasing the ski
18 resort to TMA, therefore, will not generate funds that the Debtor can use in its reorganization
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21 ³⁵ Credit Suisse AG, Cayman Islands Branch has moved for the conversion of this case to chapter 7. *See* Dkt. #376.
22 If the case is converted and proceeds under chapter 7, the criterion for stay relief in § 362(d)(2)(B) is deemed to be
23 met. *See Gateway N. Estates, Inc. v. Bailey*, 169 B.R. 379, 382 (E.D. Mich. 1994); *see also First Nat'l Bank of*
24 *Boston v. Kors, Inc. (In re Kors, Inc.)*, 15 B.R. 444, 446 (Bankr. D. Vt. 1981).

25 ³⁶ *See* Order, Dkt. #190, entered Apr. 9, 2010 (converting case from chapter 7 to chapter 11).

26 ³⁷ *See* Order, Dkt. #367.

³⁸ *See* Aff. in Support of Motion to Approve Use, Lease and Sublease of Property of the Estate and Compromise of
Potential Claims, Ex. D, Dkt. # 428 (showing a net loss of \$43,038 for 2010/2011 ski operations).

1 efforts. Indeed, at this point, the estate is administratively insolvent.³⁹ And TMA plans to
2 operate the ski resort without the use of the Ski Lifts, underscoring that the Ski Lifts are not
3 necessary for the Debtor's effective reorganization.⁴⁰

4 Finally, no serious consideration should be given to the rumors that a buyer is in the
5 offering. The Debtor's financial difficulties have existed for years, and these difficulties have been
6 widely publicized. If there were a credible purchaser for the Debtor's assets, presumably that
7 purchaser would have come forward by now. Indeed, the Debtor has been touting the existence
8 of potential buyers for years.⁴¹

9 But the Debtor has yet to file any motion to sell estate assets. And in the context of this
10 case, "expressions of interest" are meaningless.⁴² The Debtor did reference one contingent offer
11 in the Debtor's opposition to Credit Suisse's motion to convert or dismiss, although the offer is
12 not attached as an exhibit to the opposition as claimed.⁴³ Until the Debtor produces a credible
13 offer—one approved by the Court in the context of either an outright sale or as a stalking horse
14 bid—there is simply no reason to assume a sale will occur within a reasonable amount of time.

15 In short, the Debtor lacks equity in the Ski Lifts, and the Ski Lifts are not necessary to an
16 effective reorganization. There is no reason to believe the Debtor can effectively reorganize
17 within a reasonable time, and even if a reorganization were possible, the Debtor could effectively
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19 _____
20 ³⁹ See Chapter 11 Monthly Operating Report (Oct. 2010), Dkt. #440 (showing liquid assets of approximately
\$140,000.00 and postpetition payables of approximately 373,000.00).

21 ⁴⁰ See Stipulation and Consent Regarding Debtor's Motion to Approve Use, Lease and Sublease of Property of the
22 Estate and Compromise of Potential Claims, Dkt. #471.

23 ⁴¹ See Aff. of Noah Hillen, Dkt. #441 (excerpting testimony from the Debtor's principal taken in September 2008 to
the effect that the Debtor has been courting buyers and that a purchase offer was imminent).

24 ⁴² See Opp'n to Mot. to Convert or Dismiss, at 9, Dkt. #439 (stating that the Debtor has received several
25 "expressions of interest" from prospective purchasers).

26 ⁴³ See *id.* at 9–10.

1 reorganize without the Ski Lifts. Accordingly, cause exists under § 362(d)(2) to grant BALC's
2 Motion.

3 **III. CONCLUSION**

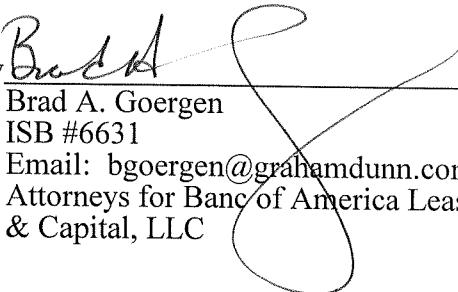
4 The Debtor's only interest in the Ski Lifts is solely a possessory one. Thus, the Debtor
5 has no equity in the Ski Lifts. Additionally, BALC's interests in the Ski Lifts are not adequately
6 protected by an equity cushion, and the Debtor lacks the ability to make adequate protection
7 payments. It also appears that the Ski Lifts are not being properly insured or maintained. As
8 explained in more detail above, these facts collectively represent cause under § 362(d)(1) to grant
9 BALC relief from the automatic stay.

10 The Ski Lifts, furthermore, are not necessary to the Debtor's reorganization. The Debtor
11 has no reasonable prospects for an effective reorganization in a reasonable amount of time. And
12 even if the Debtor were able to timely reorganize, the Ski Lifts are not necessary for a
13 reorganization.

14 For all these reasons, BALC respectfully requests that the Court grant this Motion and
15 terminate the automatic stay with respect to the Ski Lifts so that BALC may enforce its rights,
16 interests, and remedies in the Ski Lifts pursuant to applicable nonbankruptcy law, and further
17 order the Debtor either to immediately turn over the Ski Lifts or provide BALC with access for
18 retaking possession of the Ski Lifts.

19 DATED this 8th day of December, 2010.

20 GRAHAM & DUNN PC

21
22 By 
23 Brad A. Goergen
24 ISB #6631
25 Email: bgoergen@grahamdunn.com
26 Attorneys for Banc of America Leasing
& Capital, LLC

Certificate of Service

Elizabeth G. Pitman, hereby declares that today, the document,

- **Banc of America Leasing & Capital, LLC's Notice of and Motion for Relief From the Automatic Stay**

was caused to be filed via the CM/ECF system and served upon the following CM/ECF participants:

09-03911-TLM Notice will be electronically mailed to:

Thomas James Angstman on behalf of Creditor Jean-Pierre Boespflug
mindy@angstman.com, tj@angstman.com;kevin@angstman.com;katie@angstman.com

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18 Nancy L. Isserlis on behalf of Creditor Committee Unsecured Creditors' Committee
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25 David T Krueck on behalf of Creditor Kesler Construction, Inc.
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BANC OF AMERICA LEASING &
CAPITAL, LLC'S NOTICE OF AND
MOTION FOR RELIEF FROM THE
AUTOMATIC STAY (SKI LIFTS) -- 14
Case No. 09-03911

m40355-1493978.doc

GRAHAM & DUNN PC
Pier 70, 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
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5 David Wayne Newman on behalf of U.S. Trustee US Trustee
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6 William F Nichols on behalf of Creditor North Lake Recreational Sewer and Water District
7 wfn@whitepeterson.com, ms@whitepeterson.com;dallen@whitepeterson.com

8 David M Penny on behalf of Interested Party Hobson Fabricating
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9 Mark D Perison on behalf of Creditor Hopkins Growth Fund LLC
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13 Terri R Pickens on behalf of Creditor Teufel Nursery, Inc.
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15 Larry E Prince on behalf of Creditor State Board of Land Commissioners
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17 jlrose@venable.com

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19 Clay M Shockley on behalf of Creditor MHTN Architects, Inc.
20 cms@sasseringlis.com, dr@sasseringlis.com

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22 Arnold L Wagner on behalf of Creditor Scott Hedrick Construction, Inc.
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24 Elizabeth W Walker on behalf of Creditor Credit Suisse AG, Cayman Islands Branch
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25 Thomas G Walker on behalf of Interested Party Hobson Fabricating
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26 pearson@cosholaw.com;eklein@cosholaw.com;mwhatcott@cosholaw.com

BANC OF AMERICA LEASING &
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1 Jeffrey M Wilson on behalf of Creditor GE Capital
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3
4 I further declare that true and correct copies of the afore-mentioned document were caused to
5 be deposited into the U.S. Mail, pre-paid postage to the parties following Non-ECF Participants:

6 **09-03911-TLM Notice will not be electronically mailed to:**

7 Cascade Medical Center
8 Hospital District
9 POB 1330
10 Cascade, ID 83611

11 Mountain Utility
12 POB 1210
13 Donnelly, ID 83615

14 US Trustee
15 Washington Group Central Plaza
16 720 Park Blvd Suite 210
17 Boise, ID 83712

18 Yates Excavating
19 POB 1267
20 Riggins, ID 83549

21 tw telecom inc.
22 Linda Boyle
23 10475 Park Meadows Dr, #400
24 Littleton, CO 80124

25 I declare under penalty of perjury under the laws of the State of Washington that the
26 foregoing is true and correct.

DATED this 8th day of December, 2010.

GRAHAM & DUNN PC

By Elizabeth G. Pitman
Elizabeth G. Pitman