

D. Blair Clark (OSB #05030)  
LAW OFFICE OF D. BLAIR CLARK, PLLC  
1513 Tyrell Lane, Suite 130  
Boise, ID 83706  
Phone: (208) 475-2050  
Fax: (208) 475-2055  
Email: [dbc@dbclarklaw.com](mailto:dbc@dbclarklaw.com)  
Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re:

AMERICAN AMEX, INC., A NEVADA  
CORPORATION, a Nevada Corporation

Debtor.

Case No. 12-30656-rld11

Chapter 11

**DEBTOR'S REPORT OF STATUS OF SALE**

Comes now the Debtor and submits this Report concerning the status of the sale of the property known as the "Buffalo Mine" to Mr. Braich or his assigns ("Braich"). Debtor requests that the Court consider its recommendations with regard to this sale. The narrative should also be considered as the declaration of the undersigned as to facts stated herein.

1. By this Court's Order, docket 265, the sale to Mr. Braich was to close by 1/31/2014. Moreover, the sale was free and clear of any claims of McFadden, as Braich wished.
2. There were several communications between counsel for Debtor and Braich during the week ending 1/31/14. The timing of the receipt of the wire transfer was discussed at several times. According to the title company, the wire had to be sent by 5:00 PM EST, as it was through the Federal Reserve. I relayed this to Messrs. Summers and Gregg. This meant, of course, 2:00 PM PST. There was no indication that Mr. Braich would close. No documents were received before 1/31/14. The backup bidders who had been requesting information concerning Braich's closing or not, had requested information concerning his ongoing status, which we furnished to them. We so informed Braich's counsel.

3. On 1/31/14, no funds, nor any other documentation, had reached Land Title by 2:00 PM. However, Mr. Braich emailed not only his counsel but also Ms. Gilson at Land Title and myself concerning the wire; this series of messages is attached. It appeared to the title company personnel and myself that Mr. Braich had Ms. Gilson's email address wrong and she was not getting documentation. I gave him the correct address for this purpose. Steve Smothers at Land Title contacted the undersigned and told me that sometimes if a large wire transfer is coming from abroad, it is "held" by the Federal Reserve to assure that it is not "drug money" or similar. He asked if we could advise Braich's counsel of that fact so that they could provide the wire information, which would allow backtracking by Land Title's bank through the system.

4. At approximately 6:30 PM PST on 1/31/14, I was advised by Mr. Smothers that Mr. Braich had just completed faxing the signed escrow instructions back to Land Title, but that no funds had been received. I advised him that I had relayed his message to Messrs. Summers and Gregg to see if we could get the wire transfer information for backtracking. I requested that Mr. Smothers contact Mr. Braich personally to get that information; both Mr. Gregg and Mr. Summers relayed to me that they had advised Braich to send that information to Mr. Smothers.

5. On 2/3/14, I received the attached communication from Mr. Summers to Braich. I was also advised that no funds had arrived.

6. On 2/3/14, I received a telephone message and email from somebody allegedly named "Dennis Tribulak." A copy of the entirety of the message is attached. When I spoke with him, I asked him repeatedly who he was and what was his standing. He advised that he was a "friend" of Mr. Braich's and calling on his behalf. He also said that it was 'clear' that Mr. Weilage had been committing a fraud because he had tried to sell the mine all the time this bankruptcy was in process, as evidenced by this Michigan corporation to which he referred. I told Tribulak that Mr. Weilage could market the property all he wanted, so long as he noticed up the sale and got a court order prior to closing it under §363. Subsequently, in discussing the "Buffalo Gold Mine" company with Mr. Weilage's daughter, Amy Richards (who is herself an attorney, licensed in Georgia, and assisting in this matter) she said that there was a prior purchaser who did not close, and she believed that company was set up by him. I also checked the Michigan corporate records and learned that the company is near to being administratively suspended, and that Mr. Weilage is not listed in any respect. I contacted Mr. Gregg and Mr. Summers about this message, as I was

frankly very angered by this threat, which Tribulak told me he was doing on behalf of Braich. I apologize to the Court for the introductory sentence, but under the circumstances as then (and now) exist, I think it was appropriate. I've heard nothing since from Tribulak.

7. On 2/4/14, I received the email exchange attached hereto between Braich and several persons, including myself. Again, I was aware from Land Title that no funds had shown up that day, nor any information concerning the same. However, it became apparent from reading the emails that Braich was in communication with the McFadden claimants, that he believed that they would prevail, and that he was concerned about why it would take any time for them to collect. That made no sense to myself or Mr. Leuenberger, as Braich had the Order of this Court that insulated both him and the sale from any claim of McFadden. I relayed to Messrs. Summers and Gregg that we had no objection to his assignment of the property to any assignee he chose; further, that I had no communications with any attorneys for McFadden.

8. I then received Braich's email dated 2/4/14 at 6:16:22 PM, addressed to Christy at Land Title, which I interpreted as an attempt to coerce Debtor into acceding to, and paying, the McFadden claim. I was extremely concerned about this, and responded accordingly to Gregg and Summers. I advised them that I viewed this as an attempt to coerce payment of the McFadden claim, and that Mr. Braich was under contract to purchase. I shortly thereafter received a copy of an email from Ms. Gilson, which said that she did not understand the question that Braich was asking, and further advised him that she had no funds with which to close.

9. As of this date, there is no information concerning the wire transfer of the funds. Mr. Braich refuses to disclose any information concerning this.

10. Debtor requests that the Court enter an order requiring Mr. Braich to cause the funds to be delivered to Land Title, **physically**, by 12:00 Noon, PST, on 2/14/14. This avoids any problem with any 'wire' and he can cancel the pending wire (which is of doubtful existence, in our opinion). Further, that the sale occur pursuant to the Court's prior Orders and the Agreements attached to docket 187 **only**, with no further attempts to delay, condition, or interfere with any other claim matter—specifically including McFadden. The Order is requested to provide that if he does not so do, that he be declared to be in breach of the Agreements, and that the Debtor be authorized to commence enforcement of all remedies of Paragraph 30 of the Agreement.

DATED this 5<sup>th</sup> day of February, 2014.

LAW OFFICES OF D. BLAIR CLARK PLLC

by: /s/ D. Blair Clark OSB#05030  
D. Blair Clark  
Attorney for Debtor

**CERTIFICATE OF SERVICE**

I hereby certify that on this 5<sup>th</sup> day of February, 2014, I caused to be served a true and correct copy of the foregoing, addressed to the following, via ECF:

GARY L BLACKLIDGE on behalf of Interested Party Robert Hills  
gary.blacklidge@greenemarkley.com, lori.pavey@greenemarkley.com

BRAD A GOERGEN on behalf of Creditor Sable Palm Development  
bgoergen@grahamdunn.com, dpurdy@grahamdunn.com

PATRICK M GREGG on behalf of Creditor Erwin Singh Braich  
gregg@corey-byler.com

TIMOTHY A SOLOMON on behalf of Creditor Sable Palm Development  
ecf.timothy.solomon@sussmanshank.com, janine@sussmanshank.com

BRENT G SUMMERS on behalf of Creditor Erwin Singh Braich  
brent.summers@tnslaw.net, leslie.vandyk@tnslaw.net

Ray Weilage, President of Debtor and Martin Leuenberger, his attorney, via email

Sandie Gilson and Steve Smothers, Land Title of Grant County, via email

US Trustee, Portland  
USTPRegion18.PL.ECF@usdoj.gov

/s/D. Blair Clark OSB# 05030  
D. Blair Clark

**From:** [erwin\\_braich](mailto:erwin_braich)  
**To:** [christylandco@centurytel.net](mailto:christylandco@centurytel.net)  
**Cc:** [gregg@corey-byler.com](mailto:gregg@corey-byler.com); [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net); [robdhat@gmail.com](mailto:robdhat@gmail.com); [satinderdhillon1@hotmail.com](mailto:satinderdhillon1@hotmail.com); [dbc@dbclarklaw.com](mailto:dbc@dbclarklaw.com); [talia\\_braich@hotmail.com](mailto:talia_braich@hotmail.com); [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net)  
**Subject:** Closing package  
**Date:** Friday, January 31, 2014 5:45:04 PM

---

Hi Christy,

I am at the hotel with the Concierge Attendant (Vanessa) and she advises that you inadvertently sent the package for closing to the wrong email address.....But have now corrected the email address and resent it.

We hope that you inserted the pages with the corrected spelling of the Peregrine Trust. However, if not we will take care of it on this end.

I will endorse the purchase documents, where necessary, and Vanessa will scan everything and send it back to you asap.

Probably you will be dealing with this matter on Monday; as you confirmed that Sandie is not back in until Tuesday, February 4th, 2014. This is consistent with Sandie's VM @ X303, as well.

The per diem interest will need adjusting as I have learned from Mr. D. Blair Clark that Steve (your office manager) did confirm that no funds are at your bank yet.

I do not know if the attorney(s) for my kid's Trust managed to contact Sandie before she left with an important question or two. I will learn that information later due to the different time zones involved. It had something to do with the McFadden holdback, registration of an encumbrance, and splitting of the US \$7,500,00 and sending it to Mr. Patrick Gregg's law firm.

Apparently, they have had the wrong email address for Sandie which is truly my fault.

Thank you for your assistance and enjoy the Super Bowl.

Kind regards,

Erwin

EMAILS--GROUP 1

1/29/14--1/31/14

**From:** [erwin\\_braich](mailto:erwin_braich)  
**To:** [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net)  
**Cc:** [robdhat@gmail.com](mailto:robdhat@gmail.com); [satinderhillon1@hotmail.com](mailto:satinderhillon1@hotmail.com); [gregg@corey-byler.com](mailto:gregg@corey-byler.com); [dbc@dbclarklaw.com](mailto:dbc@dbclarklaw.com); [sandielandco@century.net](mailto:sandielandco@century.net)  
**Subject:** FW: Closing  
**Date:** Friday, January 31, 2014 12:54:40 PM

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Hi Brent,

No one is wasting time. If need be we will post the US \$27,500,000 as surety in cash and appeal any attempt to thwart us from closing before the competent tribunal.

**Under no circumstances are we NOT CLOSING.** I have cc'd attorney Clark but left off Martin Leuenberger due to his ignorant reference about my character in a recent letter.

NO CIRCUMSTANCE WHATSOEVER; UNLESS, of course, IT IS AN ACT OF GOD OR HONOURABLE (SIC) JUDGE DUNN; BOTH OF WHICH ARE ONLY REMOTELY POSSIBLE.

Tell your friend Mr. D. Blair Clark, that with due amounts of respect, that some unpleasant questioning about libel and slander certainly need to take place, if we go down this road. This may be construed as a warning not a threat. Then there is the RICO related litigation which may stretch its reach!

**Furthermore, had not the issue raised by the now deceased broker from Georgia (Tim McFadden); this transaction would have closed many days ago. It thwarted progress, and impeded inertia; simply as people are people and have plans made beforehand and sometimes can't accommodate all needs for EVERYONE. But they are doing their level best!**

Respectfully,

Erwin

PS. Beneficiaries of THE PEREGRINE TRUST have some detailed legal analysis of many unsavoury and criminal events, that were attempted or DID TAKE PLACE in this two plus year saga which I have encouraged them to share with the court or the very least yourself. Quite ugly stuff which may tarnish some reputations forever!

I may not be able to control them nor may I wish to suppress the truth!

---

From: [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net)  
To: [dbc@dbclarklaw.com](mailto:dbc@dbclarklaw.com); [gregg@corey-byler.com](mailto:gregg@corey-byler.com)

CC: mtleuenger@msn.com; martin@bakercitylaw.com

Subject: RE: Closing

Date: Fri, 31 Jan 2014 09:12:25 -0800

Thank you, Blair.

**CONFIDENTIALITY NOTICE: PLEASE DO NOT read, copy, or disseminate this communication unless you are the intended addressee. This e-mail communication may contain confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call me immediately at (503) 968-9000. Also, please notify me immediately via e-mail that you have received this communication in error.**

**Brent G. Summers**  
[brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net)

<http://www.summersmediation.com/>

Link to visit my website

<http://www.tnslaw.net/>

Link to visit the Firm's website

150 SW Harrison St. Suite 200  
Portland OR 97201  
Direct : 503.688.1366  
Phone: 503.968.9000, Ext. 366  
**Cell: 503.329.9669**  
Fax: 503.968.9002

**TARLOW NAITO &  
SUMMERS, LLP**

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**From:** D. Blair Clark [mailto:dbc@dbclarklaw.com]  
**Sent:** Friday, January 31, 2014 9:21 AM  
**To:** 'Brent Summers'; 'Patrick Gregg'  
**Cc:** 'Martin Leuenberger'; 'Martin Leuenberger'  
**Subject:** RE: Closing

I don't want to waste any time on getting this property sold. That's pretty obvious to me. I'm not threatening anything, Brent. And if your client gets it done today in the few hours he has left, then good for him and us too. There's NOTHING I'd rather have happen. But if he doesn't, then we need to know if the backup bidders are still there and still 'for real.' I notified you of this communication as a courtesy to you. I know you don't know what your client's going to do and mean no disrespect to either

you or Pat Gregg. But I do know that one of the backup bidders is Sable Palm, and that they have been active in working on putting together their bid in case your client doesn't close.

D. Blair Clark  
LAW OFFICES OF D. BLAIR CLARK PLLC  
1513 Tyrell Lane, Suite 130  
Boise, ID 83706  
Telephone: (208) 475-2050  
Fax: (208) 475-2055

---

**From:** Brent Summers [mailto:brent.summers@tnslaw.net]  
**Sent:** Friday, January 31, 2014 9:34 AM  
**To:** 'D. Blair Clark'; 'Patrick Gregg'  
**Cc:** 'Martin Leuenberger'; 'Martin Leuenberger'  
**Subject:** RE: Closing

Hello Blair,

First, I do not know why you would contact your back up bidders while Mr. Braich still has today to perform under the terms of Judge Dunn's order. The purpose of your email escapes me.

Second, if you are threatening a lawsuit in the bankruptcy court, I suggest you re-read the purchase and sale agreement.

Again, what you are attempting to accomplish by your email below escapes me.

Brent

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**Brent G. Summers**  
**[brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net)**

<http://www.summersmediation.com/>

Link to visit my website

<http://www.tnslaw.net/>

Link to visit the Firm's website





150 SW Harrison St. Suite 200  
Portland OR 97201  
Direct : 503.688.1366  
Phone: 503.968.9000, Ext. 366  
**Cell: 503.329.9669**  
Fax: 503.968.9002

**TARLOW NAITO &  
SUMMERS, LLP**

---

**From:** D. Blair Clark [<mailto:dbc@dbclarklaw.com>]  
**Sent:** Friday, January 31, 2014 8:41 AM  
**To:** 'Brent Summers'; 'Patrick Gregg'  
**Cc:** 'Martin Leuenberger'; 'Martin Leuenberger'; 'Amy - BellSouth'; Ray Weilage;  
[sandielandco@centurytel.net](mailto:sandielandco@centurytel.net)  
**Subject:** Closing

Good morning, gentlemen. Please advise Mr. Braich that this morning we have sent out emails to some of the backup bidders alerting them that Mr. Braich may or may not close, and asking them, in the event he does not, if they would do so. That included Sable Palm with its credit bid rights. Please also advise Mr. Braich that if the estate loses money by reason of his nonperformance, we may well pursue a suit for damages in the Bankruptcy Court. I hope that all of this is unnecessary and that Mr. Braich comes through. We see no reason why he should not.

Thank you. Please keep us advised.

D. Blair Clark  
LAW OFFICES OF D. BLAIR CLARK PLLC  
1513 Tyrell Lane, Suite 130  
Boise, ID 83706  
Telephone: (208) 475-2050  
Fax: (208) 475-2055

**From:** [erwin braich](mailto:erwin_braich)  
**To:** [D. Blair Clark](mailto:D.Blair.Clark)  
**Cc:** [gregg@corey-byler.com](mailto:gregg@corey-byler.com); [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net); [talia braich@hotmail.com](mailto:talia_braich@hotmail.com); [satinderdhillon1@hotmail.com](mailto:satinderdhillon1@hotmail.com); [robdhat@gmail.com](mailto:robdhat@gmail.com); [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net)  
**Subject:** RE: Delivery Status Notification (Failure)  
**Date:** Friday, January 31, 2014 3:12:30 PM

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Thank you Mr. Clark.

She just corrected me, as well, when I provided her some requisite information by telephone. Clearly my mistake.

I plan on meeting you after this closing and taking you out to dinner for Boise's best Indian cuisine.....If there is no conflict of interest; provided you are open to this suggestion and invitation. Maybe I will need to wait until after the seven and one-half million US funds is released?

---

From: [dbc@dbclarklaw.com](mailto:dbc@dbclarklaw.com)  
To: [erwingsinghbraich@hotmail.com](mailto:erwingsinghbraich@hotmail.com); [gregg@corey-byler.com](mailto:gregg@corey-byler.com); [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net)  
CC: [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net); [robdhat@gmail.com](mailto:robdhat@gmail.com); [satinderdhillon1@hotmail.com](mailto:satinderdhillon1@hotmail.com); [talia\\_braich@hotmail.com](mailto:talia_braich@hotmail.com)  
Subject: RE: Delivery Status Notification (Failure)  
Date: Fri, 31 Jan 2014 13:18:48 -0700

The correct address is [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net). You had it centurytel.com instead. I've forwarded it to her and also this message by having her as an addressee. She needs documents from you as well as the wire, and is calling or emailing you right now if she hasn't already to correct her address. Thank you, sir.

D. Blair Clark  
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1513 Tyrell Lane, Suite 130  
Boise, ID 83706  
Telephone: (208) 475-2050  
Fax: (208) 475-2055

---

**From:** erwin braich [<mailto:erwingsinghbraich@hotmail.com>]  
**Sent:** Friday, January 31, 2014 1:02 PM  
**To:** [gregg@corey-byler.com](mailto:gregg@corey-byler.com)  
**Cc:** [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net); [dbc@dbclarklaw.com](mailto:dbc@dbclarklaw.com); [robdhat@gmail.com](mailto:robdhat@gmail.com); [satinderdhillon1@hotmail.com](mailto:satinderdhillon1@hotmail.com); [talia\\_braich@hotmail.com](mailto:talia_braich@hotmail.com); [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net)  
**Subject:** FW: Delivery Status Notification (Failure)

Hi Patrick,

As you can see this has bounced back along (I am advised) with obviously a lot of other stuff re: clarifications for lawyers on behalf of the source of our money!

This is for you knowledge ONLY unless you can forward it somehow to the company (escrow officer) in John Day.

What timing!

Regards,

Erwin

From: [postmaster@mail.hotmail.com](mailto:postmaster@mail.hotmail.com)

To: [erwingsinghbraich@hotmail.com](mailto:erwingsinghbraich@hotmail.com)

Date: Fri, 31 Jan 2014 11:11:05 -0800

Subject: Delivery Status Notification (Failure)

This is an automatically generated Delivery Status Notification.

Unable to deliver message to the following recipients, due to being unable to connect successfully to the destination mail server.

[sandielandco@centurynet.com](mailto:sandielandco@centurynet.com)

--Forwarded Message Attachment--

From: [erwingsinghbraich@hotmail.com](mailto:erwingsinghbraich@hotmail.com)

To: [gregg@corey-byler.com](mailto:gregg@corey-byler.com)

CC: [sandielandco@centurynet.com](mailto:sandielandco@centurynet.com); [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net); [robdhat@gmail.com](mailto:robdhat@gmail.com); [satinderdhillon1@hotmail.com](mailto:satinderdhillon1@hotmail.com)

Subject: RE: Closing?

Date: Wed, 29 Jan 2014 12:10:31 -0700

Hi Patrick,

I left a voicemail on Sandie's recorder a few minutes ago (10:45 AM). I on behalf of my kid's Trust, all other 'closing' and 'financing' related attorneys, etc., will find out exactly what the requirements are and timing for registration and so forth.

Rob and his attorney just may be heading overseas tonight to quicken the process. We have all waited a long time for this moment!

There is still an issue that I have with the McFadden holdback and the Agreement itself. I will contact you to clarify an indemnity issue which will still be troubling and unclear to *Zuvuya*/Gerard Soberon.

Funds should be wired directly to Sandie's escrow account which was opened for this matter, I think. I do know that we will not be needing any Letter of Credit. The cash (US \$7.5 Million) holdback can sit at *Corey, Byler*, and company's bank.

She needs to give me some details and I will coordinate with our team.

Thanks.

Erwin

---

From: [gregg@corey-byler.com](mailto:gregg@corey-byler.com)  
To: [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net); [erwingsinghbraich@yahoo.com](mailto:erwingsinghbraich@yahoo.com);  
[erwingsinghbraich@hotmail.com](mailto:erwingsinghbraich@hotmail.com); [robdhat@gmail.com](mailto:robdhat@gmail.com)  
Subject: RE: Closing?  
Date: Wed, 29 Jan 2014 17:30:17 +0000  
Erwin,

I agree with Brent. The email from Sandie Gilson is a follow-up to her earlier email of this week, which I sent to you. Please do contact her directly to coordinate the mechanics of closing (which she indicates must occur by this Thursday).

Thank you.

-Pat

Patrick M. Gregg  
Corey, Byler & Rew, LLP

---

**From:** Brent Summers [<mailto:brent.summers@tnslaw.net>]  
**Sent:** Wednesday, January 29, 2014 9:06 AM  
**To:** 'Erwin Braich'; [erwingsinghbraich@hotmail.com](mailto:erwingsinghbraich@hotmail.com); [robdhat@gmail.com](mailto:robdhat@gmail.com)  
**Cc:** Patrick Gregg  
**Subject:** FW: Closing?

Erwin and Rob:

Good morning.

We received the email below from Sandie Gilson at the title and escrow company a few minutes ago. Please contact her directly regarding the closing this week.

Thank you,

Brent

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Fax: 503.968.9002

**TARLOW NAITO &  
SUMMERS, LLP**

---

**From:** [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net) [<mailto:sandielandco@centurytel.net>]  
**Sent:** Wednesday, January 29, 2014 8:43 AM  
**To:** D. Blair Clark; 'Patrick Gregg'; 'Brent Summers'  
**Subject:** RE: Closing?

Good morning,

For me to close on Friday, I will need the documents and wire on Thursday.

Attached is the documents I will need signed and returned to me tomorrow.

I will also need a wire tomorrow for the purchase price plus fees.

I have everything from American Amex to close.

Please let me know what you are planning.

## Sandie Gilson

Escrow Officer/Office Manager  
Land Title Co of Grant County, Inc.  
145 NE Dayton Street  
John Day, OR 97845  
(541)575-1529 ext. 303



CONFIDENTIALITY NOTICE: This email message may contain confidential or privileged information. If you have received this message in error, please do not review, or disclose, copy or distribute this email. Instead, please notify us immediately by replying to this message or by telephone. Thank you.

**From:** [erwin\\_braich](mailto:erwin_braich)  
**To:** [christylandco@centurytel.net](mailto:christylandco@centurytel.net)  
**Cc:** [gregg@corey-byler.com](mailto:gregg@corey-byler.com); [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net); [robdhat@gmail.com](mailto:robdhat@gmail.com); [satinderhillon1@hotmail.com](mailto:satinderhillon1@hotmail.com); [dbc@dbclarklaw.com](mailto:dbc@dbclarklaw.com); [talia\\_braich@hotmail.com](mailto:talia_braich@hotmail.com); [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net)  
**Subject:** Closing package  
**Date:** Friday, January 31, 2014 5:45:04 PM

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We hope that you inserted the pages with the corrected spelling of the Peregrine Trust. However, if not we will take care of it on this end.

I will endorse the purchase documents, where necessary, and Vanessa will scan everything and send it back to you asap.

Probably you will be dealing with this matter on Monday; as you confirmed that Sandie is not back in until Tuesday, February 4th, 2014. This is consistent with Sandie's VM @ X303, as well.

The per diem interest will need adjusting as I have learned from Mr. D. Blair Clark that Steve (your office manager) did confirm that no funds are at your bank yet.

I do not know if the attorney(s) for my kid's Trust managed to contact Sandie before she left with an important question or two. I will learn that information later due to the different time zones involved. It had something to do with the McFadden holdback, registration of an encumbrance, and splitting of the US \$7,500,00 and sending it to Mr. Patrick Gregg's law firm.

Apparently, they have had the wrong email address for Sandie which is truly my fault.

Thank you for your assistance and enjoy the Super Bowl.

Kind regards,

Erwin

**From:** [D. Blair Clark](#)  
**To:** ["Brent Summers"; "Patrick Gregg"](#)  
**Cc:** ["MARTIN TERRY LEUENBERGER"; "Martin Leuenberger"; "Amy"; Ray Weilage](#)  
**Subject:** FW: Closing of the Transaction Between Peregrine Trust & AAInc  
**Date:** Monday, February 03, 2014 4:42:06 PM  
**Attachments:** [Buffalo Update Value 6-8-12.pdf](#)  
[Buffalo Gold Mine of Michigan Page 1.gif](#)  
[Buffalo Gold Mine of Michigan Page 2.gif](#)  
[Buffalo Gold Mine of Michigan Page 3.gif](#)

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WHAT THE HELL IS THIS CRAP? And who IS this guy? I told him that I had no intention of dealing with him, that this was a fraud of itself, and that if Braich wanted to close he could and if he didn't, he didn't have to. This is total garbage.

D. Blair Clark  
LAW OFFICES OF D. BLAIR CLARK PLLC  
1513 Tyrell Lane, Suite 130  
Boise, ID 83706  
Telephone: (208) 475-2050  
Fax: (208) 475-2055

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**From:** Dennis T [mailto:tribcs@gmail.com]  
**Sent:** Monday, February 03, 2014 4:24 PM  
**To:** dbc@dbclarklaw.com  
**Cc:** sandielandco@centurytel.net  
**Subject:** Closing of the Transaction Between Peregrine Trust & AAInc

Mr. Clark,

I regret you were unable to take my call this morning. Please read this carefully as Mr. Braich in his email to Sandie Gilson last week mentioned 3-4 outstanding items. It seems to me you were copied on that email but apparently overlooked these items.

I'm a friend, stakeholder (along with my children) and close confidante who has been involved with Mr. Braich for many years. I have been involved with Mr. Braich with respect to several multi-hundred million dollar transactions. One approached \$1 billion U.S. funds just last year. Yes, he is an enigma. For the sake of absolute privacy Erwin Braich operates through trusts and only trusts in which he is not a beneficiary.

Today, I've decided to reach out and contact you for a variety of reasons. One being, that you and I have a common interest in seeing the Peregrine Trust close its purchase of the Buffalo Mine. I know how much work has gone into this transaction for the past two and a half years. This has been a difficult journey for all. Even last Friday, January 31, 2014, emails incorrectly addressed were bouncing back (undelivered) from overseas law firms, to Christie at the title company, requiring a particular size of paper. I need you to fully understand that Mr. Braich on behalf of Peregrine Trust is ready to close immediately! I understand that Funds which arrive at the bank at Oregon are not to be disbursed until every document is endorsed by everyone.

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2/3/14-TRIBULAK



However, there are a couple of questions which need clarification first. These are from the law firm representing another one of his children's trusts. Being that they are located in Europe they don't fully understand the role of a title company. Per my knowledge commonwealth countries don't have title insurance or conduct mortgage transactions via a title company. Canada is a prime example.

Blair - do you have any idea how much nonsense is being peddled to you by people that are adversarial to Mr. Braich? This includes brokers who get misinformed by colleagues and associates. Clearly you must know about his persecution at the hands of the Canadian government. He is a ditch fighter. The same was true of his father. This is part of their *modus operandi*. Erwin's Family Trusts make him indirectly the richest individual in Canada and probably among the top 30 richest individuals in world.

What you probably don't know is that throughout 2012 and 2013, and certainly during and after the timeframe that American Amex pursued and found Chapter 11 bankruptcy protection in the Portland Court room presided over by Honorable Judge Dunn; Ray Weilage and Martin Leuenberger have continued to market the Buffalo Mine across state lines and internationally. As a resident of Michigan, I know this for a fact. Robert Beal of Michigan cannot deny this fact either,

This fraud, conspiracy and potential R.I.C.O. malfeasance have been an attempt to sell assets from the Buffalo Mine package under Judge Dunn's very nose and behind Mr. Braich's back. I need not remind you - Mr. Clark - that you filed American Amex, Inc.'s (a Nevada Corporation) Bankruptcy Petition #12-30656-11 in U.S. Bankruptcy Court, District of Oregon, on February 1, 2012. Furthermore, on January 30, 2013, you filed American Amex's "Disclosure Statement" including the Company's "Summary of Plan of Reorganization of Claims and Equity Interests".

The events of Mr. Weilage creating Buffalo Gold Mine of Michigan, LLC with Robert Beal and marketing sale of certain assets of the mine to investors occurred unbeknownst to you, as well. Under these circumstances why wouldn't Mr. Braich proceed cautiously for Trusts that belong to his children?

Hence why Mr. Brent Summers filed a recent Motion calling for further clarification and a supplemental Order from Judge Dunn relating to a broker's commission.

I feel compelled to come forward on this matter, as are my attorneys. Per the information at hand I have already contacted the Attorney General of Michigan. I have a complete file on this matter and am prepared to also start sharing it with the proper authorities, agencies, Courts, etc. A sample of documents are attached as proof that I know all about that which I speak.

Would you please allow advisers to Mr. Braich's children's trusts the opportunity to ask questions and close?

Sincerely,

Dennis Tribulak

**From:** [erwin\\_braich](mailto:erwin_braich)  
**To:** [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net)  
**Cc:** [gregg@corey-byler.com](mailto:gregg@corey-byler.com); [robdat@gmail.com](mailto:robdat@gmail.com); [satinderdhillon1@hotmail.com](mailto:satinderdhillon1@hotmail.com); [talia\\_braich@hotmail.com](mailto:talia_braich@hotmail.com); [dbc@dbclarklaw.com](mailto:dbc@dbclarklaw.com); [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net); [christylandco@centurytel.net](mailto:christylandco@centurytel.net)  
**Date:** Tuesday, February 04, 2014 3:38:49 PM

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Hi Brent,

I just tried reaching Sandie Gilson. I left her a message. Perhaps you could inquire:

That if The Peregrine Trust was to assign to Quantum Investments Inc. (an Oregon corporation) or Quantum Investments LLC (a Delaware corporation) before registration; all its rights to taking unencumbered title free and clear, pursuant to the court's order, Patrick could simply draft documents and we endorse them and send them to the title company before anything is recorded?

Or must it be recorded first in the name of The Peregrine Trust? Being that is exactly pursuant to the supplemental and previous order by Honourable (sic) Judge Dunn and then transfer fees need to be paid again? How much would that cost?

Presently Zuvuya has no interest in The Peregrine Trust. This is not consistent with the spirit of our agreement; as you know.

But Gerard's entire group would be owners of ten per cent in either Quantum!

This goes back to the heart of the Barry Wolf/Tim McFadden fiasco. I have received much more evidence and it appears, based on my review of documents, that Judge Dunn will award the commission to The McFadden Estate.

Another question we have is being asked of us by the McFadden Estate's lawyer and rep; why must they wait six months to collect?

Yes; you may tell Blair Clark that funds were wired and **I WILL NOT REVEAL ANYTHING ABOUT THEM.**

No one but me understands what it has been like to fight one's own government agencies for over one decade..... (14 years actually).

When they hit Steve Smother's bank account the per diem can be adjusted and everyone will be happy.

I wish to address and inform Honourable Judge Dunn about some items and would gladly

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2/4/14

appear at the next hearing in person!

Respectfully,

Erwin

PS. Patrick please ask Steve to speak to Martin as per yesterday's email sent to you.

**From:** [erwin\\_braich](mailto:erwin_braich)  
**To:** [christylandco@centurytel.net](mailto:christylandco@centurytel.net)  
**Cc:** [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net); [gregg@corey-byler.com](mailto:gregg@corey-byler.com); [robdat@gmail.com](mailto:robdat@gmail.com); [satinderdhillon1@hotmail.com](mailto:satinderdhillon1@hotmail.com);  
[brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net); [dbc@dbclarklaw.com](mailto:dbc@dbclarklaw.com)  
**Date:** Tuesday, February 04, 2014 6:16:22 PM

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Dear Christy,

Congratulations on the Seahawks victory!

I know that your august firm must take a neutral position; I understand and accept this position and would not want it any other way.

I am desirous of continuing the closing of this transaction pursuant to the duplicitous Orders pronounced by the Honourable (sic) Judge Dunn.

However; I have left many VM messages on your X305 (for Sandie @X303, as well) and am hoping for a reply to something which you must have a lot of experience in and therefore already know the answer. If I could pass this info on to lawyers in Europe late tonight (and perhaps Delaware in the morning) our local time when they arrive at their offices.....It would be greatly appreciated.

If you could respond by email or text asap it would be very helpful.

For all parties copied: This is a very important item for the treatment and fulfilment of our agreement and/or understanding with Mr. Gerard Soberon. I have clearly mentioned throughout that the Peregrine Trust must arrange and facilitate Zuvuya Natural Resources to end up owning a 10% (ten per cent) equity interest in the assets which are being purchased.

This is where I am perplexed as to what I can really do to protect our peaceful enjoyment (for lack of a better expression) in the future. Mr. Soberon will be one of the key witnesses linking us to the Tim McFadden/ Barry Wolf issues, which will be very contentious to say the least, for the duration of all the events which will surely begin (as I am told) in Atlanta.

I have been reviewing evidence which seems in favour (sic) of the McFadden Estate. However, I am not privy to all the evidence.

My fear is not about any funds owed now or in future as Honorable Judge Dunn has remedied this portion. But my concern deals strictly with the distraction this contentious ordeal likely will cause Gerard in his management role with our group both in our Oregon business and in Arizona. if it were not for Gerard being contacted by Barry Wolf.....The

Peregrine Trust would not be in this position in the closing of this transaction.

There is no way to insulate Gerard Soberon's involvement from thinking about and traveling to Georgia, in my opinion, unless somebody very intelligent and creative finds some way to do this. This could possibly be achieved if Mr. Ray Weilage intervenes to force a resolution of the issues. I do hope and pray that all parties resolve their differences.

Kindest regards,

Erwin

**From:** [D. Blair Clark](#)  
**To:** [erwin braich](#); [Brent Summers](#)  
**Cc:** [Patrick Gregg](#); [robdhat@gmail.com](#); [satinderhillon1@hotmail.com](#); [talía braich@hotmail.com](#); [Sandie Gilson](#); [christylandco@centurytel.net](#)  
**Subject:** Re:  
**Date:** Tuesday, February 04, 2014 5:06:03 PM

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Brent and Pat, I'm willing to stipulate to whoever assignee he wants but I need to know WHEN payment will hit the title company. And I have never heard from McFadden's lawyers.

Sent from my Verizon Wireless BlackBerry

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**From:** erwin braich <erwingsinghbraich@hotmail.com>  
**Date:** Tue, 4 Feb 2014 15:38:44 -0700  
**To:** brent.summers@tnslaw.net<brent.summers@tnslaw.net>  
**Cc:** gregg@corey-byler.com<gregg@corey-byler.com>;  
robdhat@gmail.com<robdhat@gmail.com>;  
satinderhillon1@hotmail.com<satinderhillon1@hotmail.com>;  
talía\_braich@hotmail.com<talía\_braich@hotmail.com>;  
dbc@dbclarklaw.com<dbc@dbclarklaw.com>;  
sandielandco@centurytel.net<sandielandco@centurytel.net>;  
christylandco@centurytel.net<christylandco@centurytel.net>  
**Subject:**

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PS. Patrick please ask Steve to speak to Martin as per yesterday's email sent to you.



**From:** [D. Blair Clark](#)  
**To:** [Brent Summers](#); [Patrick Gregg](#)  
**Cc:** [Martin Leuenberger](#); [Amy Richards](#); [Ray Weilage](#)  
**Subject:** Fw:  
**Date:** Tuesday, February 04, 2014 6:56:31 PM

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Brent and Patrick: I think we're done. Tell your client he has a contract and two orders and we will not be blackmailed into giving in to McFadden. If he wins he wins and it's a short hearing. But I'm done and will urge my clients to do likewise.

Sent from my Verizon Wireless BlackBerry

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**From:** erwin braich <erwingsingbraich@hotmail.com>  
**Date:** Tue, 4 Feb 2014 18:16:21 -0700  
**To:** christylandco@centurytel.net<christylandco@centurytel.net>  
**Cc:** sandielandco@centurytel.net<sandielandco@centurytel.net>; gregg@corey-byler.com<gregg@corey-byler.com>; robdhat@gmail.com<robdhat@gmail.com>; satinderdhillon1@hotmail.com<satinderdhillon1@hotmail.com>; brent.summers@tnslaw.net<brent.summers@tnslaw.net>; dbc@dbclarklaw.com<dbc@dbclarklaw.com>  
**Subject:**

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**From:** [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net)  
**To:** [Christy Dahlen](mailto:Christy Dahlen); [erwingsinghbraich@hotmail.com](mailto:erwingsinghbraich@hotmail.com)  
**Cc:** ["Patrick Gregg"](mailto:Patrick Gregg); [robdhat@gmail.com](mailto:robdhat@gmail.com); [satinderdhillon1@hotmail.com](mailto:satinderdhillon1@hotmail.com); ["Brent Summers"](mailto:Brent Summers); [D. Blair Clark](mailto:D. Blair Clark)  
**Subject:** Re:  
**Date:** Tuesday, February 04, 2014 6:36:06 PM

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I am not sure what your question is, Mr. Braich.

I can not close with out the funds to close. I have not received them.

## Sandie Gilson

Escrow Officer/Office Manager  
Land Title Co of Grant County, Inc.  
145 NE Dayton Street  
John Day, OR 97845  
(541)575-1529 ext. 303



CONFIDENTIALITY NOTICE: This email message may contain confidential or privileged information. If you have received this message in error, please do not review, or disclose, copy or distribute this email. Instead, please notify us immediately by replying to this message or by telephone. Thank you.

-----Original Message-----

**From:** [erwin braich](mailto:erwin braich)  
**Date:** 2/4/2014 5:16:25 PM  
**To:** [christylandco@centurytel.net](mailto:christylandco@centurytel.net)  
**Cc:** [sandielandco@centurytel.net](mailto:sandielandco@centurytel.net); [gregg@corey-byler.com](mailto:gregg@corey-byler.com); [robdhat@gmail.com](mailto:robdhat@gmail.com); [satinderdhillon1@hotmail.com](mailto:satinderdhillon1@hotmail.com); [brent.summers@tnslaw.net](mailto:brent.summers@tnslaw.net); [dbc@dbclarklaw.com](mailto:dbc@dbclarklaw.com)

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