

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

AES NEW CREEK, LLC, a/k/a AES New
Creek Wind, LLC,

Plaintiff/Counterdefendant,

vs.

EXERGY DEVELOPMENT GROUP OF
IDAHO, LLC,

Defendant/Counterclaimant.

CASE NO: 1:12-cv-433-EJL-REB

WRIT OF ATTACHMENT

THE STATE OF IDAHO)
) ss.
COUNTY OF JEROME)

TO THE SHERIFF OR ANY CONSTABLE OF THE COUNTY:

WHEREAS Plaintiff/Counterdefendant AES New Creek, LLC, a/k/a AES New Creek Wind, LLC (“AES”) commenced the above above-entitled action in the Federal District Court for the District of Idaho to recover from the Defendant/Counterclaimant Exergy Development Group of Idaho, LLC (“Exergy”) the sum of \$16,687,699.00 and costs of suit; the necessary application for issuance of a Writ of Attachment, Affidavit, and Undertaking having been filed in this action, as required by law; and the Court having entered an Order Continuing Temporary Restraining Order and for Pre-Judgment Writ of Attachment (the “Order”) pursuant to the Stipulation for Continuation of Temporary Restraining Order, Issuance of Writ of Attachment and Request for Trial Setting executed by the parties;

IN THE NAME OF THE STATE OF IDAHO, you are, therefore, hereby commanded to:

1. Attach the bank accounts of Defendant Exergy located within the State of Idaho (the “Bank Accounts”) pursuant to Idaho Code Section 8-502(c)(3); and

2. Attach the real property more particularly described as:

Lot 12 in Block 1 of Crossroads Point Business Center PUC Phase 1, Jerome County, Idaho, as shown on the recorded plat thereof, recorded June 29, 2006 as Instrument No. 2063855, official records of Jerome County, State of Idaho

along with any other real property in which Exergy has an ownership interest, if found within your county (collectively, the “Real Property”).

Pursuant to this Writ, during the pendency of this litigation, Exergy shall not dispose of the contents of the Bank Accounts or transfer or convey the Real Property, collectively referred to as the “Attached Property.”

Nothing in this Writ shall attempt to circumvent or precede any prior secured creditors that may have an interest in the Attached Property.

Attached to this Writ is a copy of the written undertaking filed by Plaintiff AES pursuant to the Court’s Order. Defendant Exergy has the right to except to the sureties on such undertaking or to file a written undertaking for the redelivery of such property as may be attached under this Writ, as provided by Idaho Code Section 8-506C.

You are required to make due and legal service and return of this writ.



DATED: October 20, 2014

A handwritten signature in black ink, appearing to read "Edward J. Lodge". The signature is written over a horizontal line.

Edward J. Lodge
United States District Judge