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Docket #(s): S-20867A-12-0459

Arizona Corporation Commission
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Exhibit #: S-136 through S-145

Part 13 of 19

TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN ONE COPY TO US IN THE PROVIDED RETURN PACKAGING.

EXHIBIT
S-136
ADMITTED

TRI-CORE
COMPANIES LLC

Memorandum#: D. & K. Pietz (Lot 5) Referral: J. Allen

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

$3,500,000

$5,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
80% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $16,200 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Seven Hundred (700) Secured Promissory Notes ("Notes") at an offering price of Five Thousand ($5,000) Dollars per Note, for a maximum total of Three Million and Five Hundred Thousand Dollars ($3,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A DEGREE OF RISK (SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$5,000	$500	$4,500
Maximum Units	$3,500,000	$350,000	$3,150,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is February 1, 2008

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TRI-CORE COMPANIES, LLC BUSINESS PLAN D1

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY

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GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

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1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Seven Hundred (700) Notes issued by the Company at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of eighty (80%) percent interest, compounded annually. The return will paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property being purchased.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on February 1, 2008, and will terminate no later than February 1, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Three Million Five Hundred Thousand ($3,500,000) Dollars. The use of the proceeds is to purchase a water front subdivision in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, with Nine Hundred (900) membership units issued and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of upper Sonora. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this

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Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler – President and General Partner

Jason Todd Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President and Director of Development and Engineering

Vince Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked

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on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jim Hinkeldey – Vice-President

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. Accordingly, his scope of work entailed the project feasibility and running of day-to-day operations both in the field and office. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner. He reported directly to the Board of Directors.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that met re-pricing sensitivity models while delivering positive bottom line results.

Throughout Mr. Hinkeldey's career, he remained active in the mortgage banking profession in both residential and commercial properties. He was responsible for running a lending network of 15 branches.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Presently, Mr. Hinkeldey is the Principal Partner of Real Impact LLC., a select group of investors specializing in the acquisition of residential and commercial properties. In this role, he is responsible for the selection of investment properties and overseeing any corrective construction required prior to sale or rental of the property.

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Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received from Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Seven Hundred (700) Notes at Five Thousand ($5,000) Dollars per Note, for a maximum of Three Million Five Hundred Thousand ($3,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before such proceeds will be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

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4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand ($3,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this

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private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the deed to the property until all note holders will be paid in full.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

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7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Three Million Five Hundred Thousand ($3,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	**Percent of Proceeds**
Proceeds From Sale of Notes	$3,500,000	100%

Application of Proceeds

Offering Expenses (1)	$350,000	10.00%
Commissions (2)	$350,000	10.00%
Total Offering Expenses & Fees	$700,000	20.00%
Net Offering Proceeds	$2,800,000	80.00%
Land Purchase	$2,225,000	63.57%
Engineering	$350,000	10.00%
Marketing	$200,000	5.72%
Web Site Development	$25,000	0.71%
Total Application of Proceeds	$3,500,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Seven Hundred (700) Notes or Three Million Five Hundred Thousand ($3,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on February 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

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12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind

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their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Five Thousand ($5,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

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15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

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15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

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6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million ($5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

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17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in **"INVESTOR SUITABILITY REQUIREMENTS."**

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

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COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holdings of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 1, 2010.

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20. ACKNOWLEDGEMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

_____ _____
Signature Date

David F. Pietz
Print Name

_____ _____
Signature Date

Kathy Pietz
Print Name

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EXHIBIT A

SUBSCRIPTION AGREEMENT

TRI_C007757

Print Name of Subscribers: David & Kathy Pietz

Amount Loaned: $10,000.00

Number of Notes: Two (2)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MAXIMUM OF SEVEN HUNDRED (700) SECURED PROMISSORY NOTES

FIVE THOUSAND ($5,000) DOLLARS PER NOTE

February 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

FENTI

Each subscriber for the Secured Promissory Notes, Five Thousand ($5,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Five Thousand ($5,000) per Note), to ***Tri-Core Companies, LLC***. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

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Print Name of Subscribers: David & Kathy Pietz

Amount Loaned: $10,000.00

Number of Notes: Two (2)

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road – Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for **Two (2)** Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Five Thousand ($5,000) Dollars per Note for an aggregate loan of **$10,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated February 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Thousand ($5,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Seven Hundred (700) Notes at Five Thousand ($5,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Three Million Five Hundred Thousand ($3,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by ***check made payable to the order of Tri-Core Companies, LLC*** in the amount indicated above.

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5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Three Million Five Hundred Thousand ($3,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

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(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect, (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

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degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

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(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

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(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

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prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

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12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

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IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 2008, at _____ (City), _____ (State).

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Equity Trust Custodian FBO
David F. Pietz IRA
Account # [redacted]8317

Print Name of Partnership, Corporation, Trust, or Other Business Entity

[redacted]

Print Federal Tax Identification Number

Signature of Authorized Representative

Elyria, Ohio

Print Jurisdiction of Entity

David F. Pietz (SSN: 517-78-1374)

Print Name of Authorized Representative

Account Holder

Print Title of Authorized Representative

Print Residential Address of Investor:

[redacted]
[redacted], Arizona [redacted]

Print Residential Telephone Number:

[redacted]

FINAL

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Equity Trust Custodian FBO
Kathy Pietz IRA
Account #: [redacted]0803

Print Name of Partnership, Corporation, Trust, or Other Business Entity

[redacted]

Print Federal Tax Identification Number

Signature of Authorized Representative

Elyria, Ohio

Print Jurisdiction of Entity

Kathy Pietz (SSN: [redacted]

Print Name of Authorized Representative

Account Holder

Print Title of Authorized Representative

Print Residential Address of Investor:

[redacted]
[redacted] Arizona [redacted]

Print Residential Telephone Number:

[redacted]

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2008.

TRI-CORE COMPANIES, LLC

By:_____
Jason Todd Mogler – President

By:_____
Jim Hinkeldey – Vice-President

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EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

_____ *initials* A. **"Nonaccredited Investor".** The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

_____ *initials* B. **"Accredited Investor".** The undersigned is an Accredited Investor as defined below (*check applicable box*):

☐1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

☐2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership,

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not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million ($5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and <u>each</u> equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

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* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

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EXHIBIT B

PROMISSORY NOTE

EXHIBIT B(1)

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Seven Thousand Seven Hundred Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand ($5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated February 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

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Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns**. The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices**. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof,

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or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings**. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability**. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law**. This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

FINAL

Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

CONFIDENTIAL

Jason Todd Mogle
Print Name

Signature & Date

Holder:

Equity Trust Company Custodian
FBO David F. Pietz IRA
Account #: [redacted]8317
[redacted]
[redacted] OH [redacted]

David F. Pietz
Print Name

Signature & Date

EXHIBIT B(2)

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

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(c) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a

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petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

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5. STATUS OF HOLDER

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6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

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(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

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(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

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Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250

Holder:

Equity Trust Company Custodian
FBO Kathy Pietz IRA
Account #: [redacted]0803
[redacted]
[redacted] OH [redacted]

Jason Todd Megler
Print Name

Kathy Pietz
Print Name

Signature & Date

Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name:_____

2. Address of Principal Residence:_____

_____

County:_____

3. Residential Telephone Number :(_____)_____

4. Where are you registered to vote (County & State)? _____

5. Your driver's license is issued by the following state:_____

6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

_____

_____

7. Please send all correspondence to:

(1) _____ Residential Address *[as set forth in item A-2]*

(2) _____ Business Address *[as set forth in item B-1(a)]*

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8. Date of Birth: _____

9. Country of Citizenship: _____

10. Social Security Number or Tax I.D. Number: _____

11. E-Mail Address: _____

B. Occupations and Income

1. Occupation: _____

   (a) Business Address: _____

   _____

   (b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

   (1) _____ $25,000 (3) _____ $50,000

   (2) _____ $100,000 (4) _____ $200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000.

   (1) _____Yes (2) _____No (3)_____Not Applicable

4. Estimated gross income during current year exceeds:

   (1) _____ $25,000 (3) _____ $50,000

   (2) _____ $100,000 (4) _____ $200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000.

   (1) _____Yes (2) _____No (3)_____Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____$50,000-$100,000 (2) _____$100,000-$250,000 (3) _____$250,000-$500,000

(4) _____$500,000-$750,000 (5) _____$750,000-$1,000,000 (6) _____over $1,000,000

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2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)_____Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_____No

E. Investment Percentage of Net Worth

If you expect to invest at least $100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)_____Yes (2)_____No (3)_____Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)_____Yes (2)_____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

_____ Date: _____
Signature

_____ Date: _____
Signature *(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)*

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EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase raw virgin beach front land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and is being opened for development with the completion of the Coastal Highway that will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway. The highway is over four-fifths complete, and only a 15 mile portion of the center section remains to be completed which is scheduled for completion by Spring 2008.

If property is being purchased for resale, profitability will be generated by acquiring the virgin property and performing the following functions:

- Privatize the property, if necessary
- Create the preliminary plat plan
- Apply for and obtain the necessary permits and approvals from the several governmental agencies
- Submit the final plat plan for and obtain approval

If property is being purchased for development, the same steps noted above are still necessary. However, profitability would be further enhanced by:

- Completion of the infrastructure (roads, water, sewer, etc.)
- Selling individual lots or commercial parcels that would be ready for vertical construction
- Forming a joint venture with residential builders
- Forming a joint venture with a commercial builder
- Complete or partial build out by the company (depending on scenarios noted above)

The Company's choice for either scenario noted above will be influenced and driven by the market as demand for the area increases in direct correlation to the completion of the Coastal Highway.

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Knowledge of the Marketplace

The Principals of the Company have been active in Mexican real estate for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

Because of their experience and knowledge base, The El Golfo area was chosen for the Company's initial purchase due to its potential concentration and upside appreciation. Some of the driving factors that influenced this decision were:

- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico)
- Its location on a beautiful, pristine, major body of water
- The quality of the sand beaches
- The scenic mountain views of the Baja Peninsula
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport
- The $50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is to be completed in 2007 and the balance completed by 2009.
- Two state-of-the-art hospitals, Hospital of Penasco and the IMMS Hospital are currently under construction and will serve the El Golfo/Rocky Point areas

The primary target market is Baby Boomers and younger persons from Southern California, Arizona, and Nevada as buyers of property for weekends and vacations due to the close proximity to these U.S. States. Another large market to be targeted is the "Snow Bird" buyer/users looking for a winter vacation location from all over the United States and Canada. Other markets include buyers/users living in Mexico, and investors looking to put money into an area that is being labeled "the Sonoran Riviera."

The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of $200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. The highway is two-thirds completed and will be finished in late 2007. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as longer stays for all of the US and Canada.

La Escalera Nautical, or the "Nautical Ladder," is a widely known plan to encourage tourism by development along the Sea of Cortez by building a series of hotels, marinas, and tourist sites located within a one day sail of one another. Fonatur, the Mexican tourism development agency, initially projected 50,000 boats and one million visitors by 2014, with the vast majority from the United States.

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The Property - Lot 5 Mechor Ocampo, El Golfo

After reviewing many properties in the area over the past 12 months, the site selection was narrowed to a large land parcel in an area known as El Golfo de Santa Clara, in the Municipality of San Luis Rio Colorado, Sonora, Mexico and is nestled along the beach of the Sea of Cortez. This large land parcel (Lot 5) has over 250 acres of land with over one mile (6,000+- feet) of beautiful sandy beach frontage with rolling dunes and wonderful views of the Sea of Cortez and the mountains on the other (Baja) side of the water. The northerly portion of the site is generally level with a small fore dune about 10 to 15 feet above the beach for excellent views and is an excellent area for water front and water view single family lots. The center portion of the site has the same desirable fore dune and has a low to medium high second dune for added views for multi-family and mixed use development behind the single family area. The southern portion of the site has a high ridge that extends almost to the beach and has spectacular views from both sides down the beaches and the Sea of Cortez with the greatest views from the very top. This area is excellent for a destination resort, mixed-use residential, and supports commercial use such as restaurants, hotels, and recreational facilities.

This land was selected for its excellent location and for the following and other reasons: The land is at the southern edge of El Golfo, approximately one hour south of the U.S./Mexico border crossing at San Luis. The entire waterfront area in this section of the Sea of Cortez is undergoing major development with the building of the Coastal Highway that will provide needed access from major metropolitan areas of the United States including Arizona, Nevada, and Southern California. A new major border crossing facility is also planned for San Luis to relieve congestion at the present in-town facility; this will increase the number of inspection lanes from five to sixteen and will decrease the time for crossing the border.

The Colorado River flows into the Sea of Cortez north of El Golfo and forms a large delta area. El Golfo is near the northern end of the Sea of Cortez and is well protected from adverse weather and as a result, the waters are generally calm. El Golfo is a picturesque fishing village with long wide sandy beaches. The fishermen launch their boats from the sandy beaches directly into the water. There is at present one paved road that ends at El Golfo. The Coastal Highway from San Luis will provide needed tourist access to El Golfo and other waterfront areas. The new Coastal Highway will continue southerly to Puerto Penasco (Rocky Point) and beyond to Guaymas. The section from San Luis to Rocky Point is scheduled to be operational by early 2008 and most sections are already paved and ready for use.

The Company has acquired the 250-acre plus Lot 5 land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles can drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah, and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal

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and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora, including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access Lot 5

El Golfo Beach Resort is to be located on Lot 5, a site fronting 6,000+/- feet on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches. There is a large hill with a lighthouse, called "El Mochorro," at the top that is well known and is about a ½-mile north of the subject property. The subject site has rolling sand dunes near the waterfront and is generally level toward the rear area. The site is well adapted for the launching of small boats.

The Proposed Development for Lot 5

This project is a proposed mixed-use development, including a gated single family development of 500+/- single family lots, several areas for multi-family development, and a planned destination resort with hotels, restaurants, and supporting commercial facilities. All of this fronts on and has wonderful views of the Sea of Cortez at the Town of El Golfo, in rapidly developing San Luis Rio Colorado, Sonora, Mexico. The property consists of 100+/- hectares (250+/- acres) of land on the multi-level site overlooking the scenic waterways of the Sea of Cortez to the west and with mountain views to the east. The property has over 2,000 meters (6,000+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches on the Sea of Cortez (Gulf of California). The lots will range from 50 feet by 100 feet to lots well over an acre depending on location, views and terrain. The prime lots will be on the beach for wonderful views and easy water and beach access and at the top of the large hill near the south end of the property for spectacular views along the beaches for miles in each direction. The development will provide all the amenities associated with a destination development.

The Development Plan

The development plan is to purchase the property for cash with reserves to complete the development. The property will be developed in total or a part may be sold and the balance of the site developed for single family lots. The value of the approved subdivision will be sufficient to secure a construction funds for the cost of the off-site improvements, infrastructure and the marketing of the sites. The development will be completed in phases and we will be in the position to sell the lots to a residential builder, or individually on a retail basis in the open market.

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Supporting Land Sale Prices for Lot 5

There has been a major increase in interest in land acquisition in the area between El Golfo and Rocky Point since the construction of this section of the Coastal Highway began about 24 months ago. As the highway is nearing completion, there is a greater recent increase in activity, and that will continue to increase until and after the new road is completed. The greatest interest in buying by national and international groups for development and retail end buyers will be when the Coastal Highway will provide convenient access to land parcels currently only reachable by 4x4 vehicles. The road is completed to the rear of all of Mechor Ocampo but is not yet completed to Rocky Point.

The land where Lot 5 is located is a group of beach front parcels designated Mechor Ocampo and planned for tourism development. This section of beach front has 13 parcels varying in size up to 100+/- hectares with Lot 5 being the largest with the most frontage. Mechor Ocampo starts with Lot 1 in the town of El Golfo and continues toward Rocky Point about six miles. Lot 3 (the largest section) with about 40 hectares or 100+/- acres is presently for sale for $12.50 per square meter ($1.25+/- per square foot). The present owner has held the property for many years and now wants to sell. The property is near Lot 5 and is smaller, but with less beach frontage than Lot 5. This owner, along with his sister, own Lot 10 in Mechor Ocampo and they have indicated that they have sold Lot 10 for $6.00 per square meter ($0.60+- per square foot). Lot 10 is smaller and has less frontage than Lot 5 and is generally level with limited views except at the front of the property. According to the seller, this lower price is due to the location of the property further from development, the Town of El Golfo, and the less desirable terrain. Lot 9 in Mechor Ocampo is also for sale for $12.37 per square meter ($1.24+/- per square foot). This lot is very similar in size and terrain to Lot 10 discussed above. The Company has acquired Lot 5 for $2.25 per square meter ($0.23+/- per square foot), or well below the asking and sold prices in Mechor Ocampo. El Golfo is an area that is just starting to develop and therefore there have been few sales of beachfront and beach view lots in the El Golfo area. One starting development on 14 hectares in Lot 3 of Mechor Ocampo has sold eight beachfront lots (total only 12) for $120,000 each without utilities or improvements. These have been sold to investors and potential users by private contact and without advertising. The asking prices for beach view lots in this subdivision range from $45,000 to $80,000, depending of the location. These lots are 50+/- feet by 100+/- feet. An overview of lot and land prices in Rocky Point is included in the Addenda. These prices dramatically point out the huge upside for land in El Golfo, compared to the more developed Rocky Point. But remember, El Golfo will be 45 minutes to one-hour closer to the United States/Mexico Border.

El Golfo/Rocky Point – General Economic and Area Information

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez Along its entire length, it is a major recreation/boating area for Arizona, Nevada, and Southern California in the spring &

TRI_C007786

summer, and a perfect destination for "Snowbirds" in the winter creating a year around demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time has been about three hours, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built near Rocky Point on Sandy Beach within the past few years, providing over 3,000 new units. These are well designed and constructed developments with many beach front amenities. These units generally have sold for $300,000 to over $1,500,000 and have been sold primarily to U.S. residents. El Golfo is about 25 miles north of Rocky Point by the shore line. However, historically there has been no connecting road. The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes and will make El Golfo closer to California, Western Arizona, and Nevada. This will dramatically change the access to the El Golfo area.

Development in El Golfo is coming and soon. Neighboring El Golfo developments include a proposed single-family development with a golf course fronting the beach neighboring the subject to the north. This proposed development is also planned to have a hotel near the beach and possibly a marina. The developer for this property is U.S.-based, and is reported to have both the financial and development capability to complete the project. El Golfo is a small, quiet community that is poised to undergo extensive real estate development with the completion of the Coastal Highway and the increased access to large U.S. markets that will then be within convenient driving distance. There are many resort areas of Mexico with extensive development taking place, however there are only limited areas on the water that have good **driving** access from the United States. The Coastal Highway will make the El Golfo/Rocky Point area even more accessible, with El Golfo being only one hour from the border at a new 16-lane crossing.

Short Term Business Goals

The Company will be dedicated solely to its purchase of Lot 5 of Mechor Ocampo and managing it for success. This includes the creation of a development plan, the development of marketing campaigns, and the pursuit of letters of intent for lot pre-sales.

As part of the short-term development plan, we will proceed to obtain an ALTA or equivalent land survey to proceed with a title insurance commitment, initial site studies, and engineering to plan for development and/or division of the property. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters controlled by the Mexican Government adjacent to the "high water mark." This is an important concession and we are proceeding forward. The other pre-development permit is for the ecology of the property and is an involved and extensive study. We have had the environmentalist we work with review Lot 5 on a preliminary basis and there are no apparent environmental concerns; however, the actual permit requires an expensive and time consuming study and approval process.

TRI_C007787

Other permits pertain to the water, electricity, and planned development. These are in conjunction with the Municipality of San Luis (the governing entity) and the several department and utilities.

Within this initial permit period, we will be preparing preliminary site plans to determine the highest and best use/layout of the Lot 5 property and frontage. We will also explore the various sales materials we intend to use, such as property informational brochures and media packages for the development. This pre-marketing focus will concentrate on our primary target markets of Southern California, Arizona, and Nevada, with exposure in the rest of the United States and Canada as we proceed further.

To further ensure success, the Company will continue to focus on the development of strong relationships with key property professionals (brokers, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good relationship with several governmental agencies, we will also be working quite diligently throughout the whole development process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving strong and favorable relationships with the governing authorities.

The Company will create and maintain an image and presence in the industry as an honest and creative enterprise, characterized by ethics, integrity, and producing a quality of work that represents a real asset for clients and investors

Long Term Business Goals

Throughout 2007 and thereafter, the Company's only primary goal is continue to manage the planned development of Lot 5 for success. The primary focus will be the monitoring of all required permits and the development layout.

Thereafter, preliminary talks with several local contractors will commence so that the Company will be in a position to move quickly to choose contractors for such items as roadwork, water, electricity, etc. Also, discussions with building suppliers will be taking place to again ensure that the Company will be in a position to act swiftly as the need arises for any given material.

The marketing material will be formulated as the final vision of Lot 5 becomes evident. The Company foresees the actual sale of the parcels occurring early-year, 2008. It is the Company's intention to be positioned to start actual sales by the third quarter of 2008 to either the general public or to other builders.

The overall development of Lot 5 is for a planned "destination" mixed-use development. This will combine oceanfront and ocean view single-family lots and multi-family parcels with a commercial core including hotels, restaurants, recreation features, and support retail shops. The goal is to create a "Five Star" development that will appeal to users/buyers of all ages from the United States, Canada, Mexico, and anywhere else.

TRI_C007788

From: Dawn DeWerth [da.dewerth@[redacted]
Sent: Thursday, January 19, 2012 10:16 AM
To: Brian Buckley
Subject: Tri-core Pietz

Brian,

I have sent the below message with an **attachment** via "secure send". To see the below message with the attachment, you will need to sign onto the site. I provide the below for convenience.

Brian,

From the last email, I have attached a copy of the two promissory notes for both Mr. David Pietz and Mrs. Kathy Pietz lending funds to TRI-CORE in 2008 in the amounts of $7700 and $2300 respectively from two corresponding IRA accounts.
Mr. Pietz's IRA is no longer at Equity Trust and therefore we do not maintain his record of whether his note was paid in full.

Is it possible a single check was issued for repayment of the collective loan of $10000 plus interest as repayment of the attached? If this was the case, please provide a copy of the cancelled check with a note explaining the check was issued to repay both loans simultaneously. Was the check was cashed by them personally, or through another IRA?

Please provide us the details relative to repayment of the attached so we may update our records accordingly.

Additionally, as part of streamlining Equity Trust Company's policies and procedures, our organization requests a copy of Tri-Core's organizational documents:
Filed Articles of organization and Operating Agreement. If these items have been previously requested by another unit within Equity Trust Company, and the items were provided, please assist me by providing the name of the individual so I may follow up internally.

Respectfully,
Dawn DeWerth

Dawn DeWerth Compliance | [redacted] | Fax [redacted] | da.dewerth@[redacted]
Equity Trust Company | [redacted] | [redacted] Ohio [redacted] http://www.[redacted]

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Information contained within this e-mail should not be construed as legal, accounting, tax or investment advice.

_____ NOD32 6810 (20120119) Information _____

EXHIBIT
S-137
ADMITTED

From: Dawn DeWerth [da.dewerth@[redacted]
Sent: Wednesday, February 01, 2012 11:05 AM
To: Brian Buckley
Subject: RE: Pietz

Thank you Mr. Buckley. I will pass Mr. Pietz's information on to the appropriate rep to further confirm and then reach out to him.
Respectfully,
Dawn DeWerth

From: Brian Buckley [mailto:brian@azicenter.com]
Sent: Wednesday, February 01, 2012 12:41 PM
To: Dawn DeWerth
Cc: nicole@azicenter.com
Subject: Pietz

Hello Dawn,

I hope you have been well. I got in touch with the clients on this note and an extension' letter is being sent to them. When it is signed by them and returned, I will forward it to you.

Mrs. Pietz made mention that according to them her husband still had his IRA with you. I know in your e-mail to you stated that he had moved on.

Thank you again for your time and assistance.

Best Regards.

Brian Buckley
Investor Relations
Arizona Investment Center

(480) 278-7031
(480) 278-8979 fax
[redacted] cell
brian@azicenter.com

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Information contained within this e-mail should not be construed as legal, accounting, tax or investment advice.

From: kathy pietz [klpietz@[redacted]
Sent: Friday, December 28, 2007 12:20 PM
To: brian@tricoreworld.com
Subject: Mexican Investment

Importance: Low

Hi, Brian -

I attended an investment seminar at your Scottsdale office a couple of weeks ago after Jenn invited me. I was very interested in your product but got sick right after the meeting and have not done much about moving forward. My question to you is this:

1. Do you still have lots available?
2. If so, when is the closing date?
3. Are each lot still $5000?

My intentions were to create a self-directed IRA for my husband who has about $8500 to invest and to add $2500 from my account to it. Also, if we have time, I would like to self-direct his 401K account and invest that. It is worth about $85,000.

Please let me know what you think. Also, Jenn is the one who introduced me to your offering but I have misplaced her card.

Thank in advance for your help,

Kathy Pacheco Pietz
[redacted]

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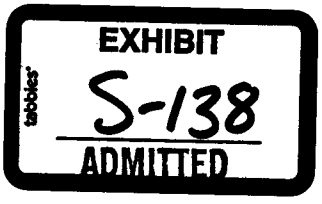

From: Harry Wong [harrycwong@[redacted]
Sent: Thursday, February 28, 2008 5:42 AM
To: dennis@tricoreworld.com; GEORGE GARCIA; brian@tricoreworld.com
Cc: harrycwong@[redacted]; tom@[redacted]; tom@[redacted]
Subject: Re: Tri-Core Companies Information

Importance: Low

Tri-Core Companies Investor Information Sheet

Please fill out the appropriate information so that we may complete your investment paperwork.

1. If you will be investing as an individual (or with a spouse or co-investor), please provide the following:

Full Name: Harry C. Wong
Social Security Number: [redacted]

Residential Address: [redacted] AZ [redacted]

Residential Phone: [redacted]

E-Mail Address: HarryCWong@[redacted]

Number of units requested: 18 or 20

Spouse/Co-Investor Full Name: Jana Wong
(If applicable, e.g. filing jointly or for community property) - Community Property

Spouse/Co-Investor SSN: [redacted]

Co-Investor's Home Address (if different from primary):
Co-Investor Home Phone:
(If different from primary investor)
Co-Investor E-mail Address: janawong@[redacted]

2. If you will be investing via a trust, partnership, corporation, or other business entity, please provide the following:
Full legal name of the entity:
Name & Title of an authorized representative:
Federal tax ID number of the entity (if applicable):
Account Number (if applicable; i.e. for a self-directed IRA):
Jurisdiction (state & county) of the entity:
Investor's E-mail Address:
Investor's Residential Address:
Investor's Residential Phone:

EXHIBIT
S-139
ADMITTED

--- Dennis Narciso <dennis@tricoreworld.com> wrote:

> logo.jpg
>
>
>
> Dear Investors:
>
>
>
> I would like to thank you again for attending our informational
> web-based seminar last night. I hope you enjoyed the information we
> had available for you and that you are excited to partake in the
> wonderful investment opportunities that we have available in Mexico.
>
>
>
> As was discussed at the end of the meeting, I am sending to you a
> sample of the Regulation D Private Placement Memorandum in Adobe
> Acrobat (.pdf) format. Please let me know if you experience any
> difficulty in retrieving or opening the file. Also please note that
> this is merely a sample of the documents and not the actual investment
> documentation. Please utilize it only for your informational purposes
> and do not fill it out for investment.
>
>
>
> If you are interesting in moving forward with
> investment, I have also
> attached in Adobe Acrobat format an Investor
> Information Sheet. Please
> complete the applicable information on the sheet and
> return it to me either
> by fax at the number listed below or by responding
> to this e-mail message
> with the requested information. I will then take
> your information and enter
> it into the actual investment documents for you to
> sign.
>
>
>
> If you have any further questions regarding this
> process or any questions
> about the investment property itself, please do not
> hesitate to contact
> Brian Buckley or myself at (480) 346-3200. Thank
> you again for your time
> and interest in Tri-Core Companies, and we wish you
> a good day.
>
>
>
> --
>
> Dennis Narciso
>

> Production Consultant
>
>
>
> Tri-Core Companies, LLC
>
> 8840 E. Chaparral Road - Suite 150
>
> Scottsdale, Arizona 85250
>
>
>
> Toll-Free: (877) 527-6698
>
> Phone: (480) 346-3200 x. 211
>
> Fax: (480) 346-3201
>
>
>
>
> No virus found in this outgoing message.
> Checked by AVG Free Edition.
> Version: 7.5.516 / Virus Database: 269.21.1/1301 -
> Release Date: 2/27/2008
> 8:35 AM
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From: Kurt Senser [rsks007@[redacted]
Sent: Thursday, February 28, 2008 5:20 PM
To: Brian Buckley
Subject: Re: Fw: Mexico investment

Importance: Low

[redacted] Ca. [redacted]

Brian Buckley *<brian@tricoreworld.com>* wrote:

Hello Kurt,

I forgot to add that I also need your Social Security number.

Thank you again.

Brian Buckley
Investor Relations
Tri-Core Companies
brian@tricoreworld.com
-
480-346-3200
480-346-3201 Fax
[redacted] Cell

----- Forwarded Message ----
From: Brian Buckley
To: RSKS007@[redacted]
Sent: Thursday, February 28, 2008 4:21:13 PM
Subject: Mexico investment

Hello Kurt,

I hope things are going well for you.

Thank you for your participation. The info. sheet didn't have your city and zip code. If you could e-mail that
back to me I would appreciate it. We are working on your contracts now.

Sincerely,

Brian Buckley
Investor Relations
Tri-Core Companies
brian@tricoreworld.com

EXHIBIT
S-140
ADMITTED

-
480-346-3200
480-346-3201 Fax
[redacted] Cell

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TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

CONFIDENTIAL

PLEASE RETURN ONE COPY OF THIS DOCUMENT TO US IN THE PROVIDED RETURN PACKAGING.

PLEASE KEEP ONE COPY OF THIS DOCUMENT FOR YOUR PERSONAL RECORDS.

EXHIBIT
S-141
ADMITTED

TRI-CORE
COMPANIES LLC

Memorandum#: Ryan Arakaki Referral: Brian Buckley

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

$4,500,000

$10,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
60% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $25,600 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Four Hundred and Fifty (450) Secured Promissory Notes ("Notes") at an offering price of Ten Thousand ($10,000) Dollars per Note; for a maximum total of Four Million Five Hundred Thousand Dollars ($4,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK (SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$10,000	$1,000	$9,000
Maximum Units	$4,500,000	$450,000	$4,050,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is March 1, 2008

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TRI-CORE COMPANIES, LLC BUSINESS PLAN D1

CONFIDENTIAL

IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

TRI_C 004679

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

TRI_C 004680

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Four Hundred and Fifty (450) Notes issued by the Company at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of sixty (60%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. This offering will commence on March 1, 2008, and will terminate no later than February 28, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The use of the proceeds is to purchase and develop a water front parcel in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized and Nine Hundred (900) Membership Units are issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of the

TRI_C 004681

upper Sonoran coastline in Sonora, Mexico. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company.

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review,

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inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**
  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**
  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**
  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, for a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before proceeds can be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such

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Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized

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personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Four Hundred and Fifty (450) Notes of the Company to potential investors at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of sixty (60%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. All principal shall be paid at maturity (24 months). Interest shall be paid at maturity (24 months). The principal and any interest due on said principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date can not be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property.

The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the title to the property until all note holders will be paid in full.

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6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From the Sale of Notes	$4,500,000	100.00%

Application of Proceeds

Offering Expenses (1)	$ 100,000	2.22%
Commissions (2)	$ 450,000	10.00%
Total Offering Expenses & Fees	**$ 550,000**	**12.22%**
Land Purchase (5)	$1,500,000	33.34%
General Project Expenses	$ 280,000	6.22%
On-Site Work	$ 325,000	7.22%
Soft Cost	$ 350,000	7.78%
Marketing	$ 480,000	10.67%
Administration (3)	$ 615,000	13.67%
Contingency	$ 400,000	8.89%
Net Offering Proceeds	**$3,950,000**	**87.78%**
Total Application of Proceeds	**$4,500,000**	**100.00%**

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Includes Scottsdale and Mexico offices; legal and accounting fees.

(4) No minimum has been set for this offering.

(5) Amount due to Tri-Core Business Development, LLC for inter-company transfer of title to Tri-Core Companies, LLC.

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Four Hundred and Fifty (450) Notes or Four Million Five Hundred Thousand ($4,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	-0-	$4,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$4,500,100

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Four Million Five Hundred Thousand ($4,500,000) Dollars of Notes to selected investors, effective on March 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

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12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to usual federal and state laws, rules and regulations . The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

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12.7 GENERAL ECONOMY

The Company is subject to the Mexican and U.S. Economy and its effect on consumer confidence and spending.

12.8 DEPENDANCY ON SUPPLIERS AND BUILDING TRADES

Since the Company is dependent on building materials and the general building trades, any shortage or slowdown could affect timetables.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Ten Thousand ($10,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND

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INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

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15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

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17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in **"INVESTOR SUITABILITY REQUIREMENTS."**

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

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COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Ten Thousand ($10,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 28, 2010.

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20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

2/16/10
Date

Ryan Arakaki
Print Name

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EXHIBIT A

SUBSCRIPTION AGREEMENT

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Print Name of Subscriber: Ryan Arakaki

Amount Loaned: $10,000.00

Number of Notes: (1) One .

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MAXIMUM OF FOUR HUNDRED AND FIFTY (450) SECURED PROMISSORY NOTES

TEN THOUSAND ($10,000) DOLLARS PER NOTE

MARCH 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

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Each subscriber for the Secured Promissory Notes, Ten Thousand ($10,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Tri-Core Companies LLC and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Ten Thousand ($10,000) per Note), to ***Tri-Core Companies, LLC***. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

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Print Name of Subscriber: Ryan Arakaki

Amount Loaned: $10,000.00

Number of Notes: (1) One .

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road – Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. **Subscription.** The undersigned hereby subscribes for **One (1)** Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Ten Thousand ($10,000) Dollars per Note for an aggregate loan of **$10,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated March 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Ten Thousand ($10,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. **Note Offering.** The Company is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, with no minimum subscription (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Four Million Five Hundred Thousand ($4,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. **Documents to Be Delivered.** The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. **Making of Loan Amount.** The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by ***check made payable to the order of Tri-Core Companies, LLC*** in the amount indicated above.

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5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

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(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite company power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

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degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

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(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

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(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated there under by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

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prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

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12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

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IN WITNESS WHEREOF, the undersigned, by his, her, or its execution hereof, has read and approved this Subscription Agreement and agrees to be bound by this Agreement.

Executed this 16 day of FEB, 2010, at SCOTTSDALE (City), ARIZONA (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned *(circle one)*: **[is]** **[is not]** a citizen or resident of the United States.

Ryan Arakaki **Print Name of Individual**	**Print Name of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
[redacted] **Print Social Security Number of Individual**	**Print Social Security Number of Spouse or Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Signature of Individual	**Signature of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Print Residential Address: [redacted] [redacted], AZ [redacted]	**Print Residential Telephone Number:** [redacted]

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If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation, Trust, or Other Business Entity	**Print Federal Tax Identification Number**
Signature of Authorized Representative	**Print Jurisdiction of Entity**
Print Name of Authorized Representative	**Print Title of Authorized Representative**
Print Residential Address of Investor:	**Print Residential Telephone Number:**

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ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2009.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler – President

By: _____
Jim Hinkeldey – Vice President

EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

DA
initials A. **"Nonaccredited Investor".** The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials B. **"Accredited Investor".** The undersigned is an Accredited Investor as defined below *(check applicable box)*:

☐1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

☐2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

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☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million ($5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and <u>each</u> equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

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* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

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EXHIBIT B

PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Ten Thousand Dollars ($10,000.00)** with a rate of return of sixty percent (60%) compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty or premium at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

1. NOTES

This Note in the principal amount of Ten Thousand ($10,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated March 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

TRI_C 004715

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied,

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except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

(g) **Approval.** By signing below, each party respectively acknowledges that they have read and approved this promissory note.

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Maker:	**Holder:**
Tri-Core Companies, LLC, An Arizona Company 8840 E. Chaparral Road - Suite 150 Scottsdale, AZ 85250	**Ryan Arakaki** [redacted] [redacted] AZ [redacted]
Jason Todd Moulton Print Name	Ryan Arakaki Print Name
Signature & Date	2/16/10 Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: RYAN ANTHONY ARAKAKI
2. Address of Principal Residence: [redacted]
   [redacted] AZ [redacted]

   County: MARICOPA
3. Residential Telephone Number [redacted]
4. Where are you registered to vote (County & State)? MARICOPA AZ
5. Your driver's license is issued by the following state: ARIZONA
6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

   _____

   _____
7. Please send all correspondence to:

   (1) X Residential Address *[as set forth in item A-2]*

   (2) ____ Business Address *[as set forth in item B-1(a)]*

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8. Date of Birth: [redacted]

9. Country of Citizenship: U.S.A

10. Social Security Number or Tax I.D. Number: [redacted]

11. E-Mail Address: RyanAarakaki@[redacted]

B. Occupations and Income

1. Occupation: Audio Engineer

   (a) Business Address: [redacted]

   (b) Business Telephone Numbe[redacted]

2. Gross income during each of the last two years exceeded:

   (1) X $25,000 (3) ____ $50,000

   (2) ____ $100,000 (4) ____ $200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000.

   (1) ____ Yes (2) ____ No (3) X Not Applicable

4. Estimated gross income during current year exceeds:

   (1) X $25,000 (3) ____ $50,000

   (2) ____ $100,000 (4) ____ $200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000.

   (1) ____ Yes (2) ____ No (3) X Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) X $50,000-$100,000 (2) ____ $100,000-$250,000 (3) ____ $250,000-$500,000

(4) ____ $500,000-$750,000 (5) ____ $750,000-$1,000,000 (6) ____ over $1,000,000

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2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)_____Yes (2)_X_No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_X_No

E. Investment Percentage of Net Worth

If you expect to invest at least $100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)_____Yes (2)_____No (3)_X_Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)_X_Yes (2)_____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

_____ Date: 2/16/10
Signature

_____ Date: _____
Signature *(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)*

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EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase virgin beachfront land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and was chosen because of the access the new Coastal Highway has afforded this area. Prior to the new highway, this area was inaccessible except by rugged four-wheel-drive vehicles. The highway will make this area accessible by automobile for millions of visitors and buyers from the United States.

The Company believes that there will be a major increase in demand for property in this area with the completion of the highway. The highway is currently over three-quarters complete and only a 15-mile portion of the center section remains to be completed. This section is scheduled for completion by the end of Spring 2008.

Business Operations

Ownership and Employees:

The Company is intended to be a very competitive, highly motivated company with a small number of select key employees. The majority of the day to day responsibilities, planning and development tasks will be performed by the principal/managing partners. All other tasks that cannot be performed on behalf of the company by principals or employees will be done by hired contract services. An example of a hired contract service would be accounting.

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

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Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**

  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**

  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**

  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

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Market Knowledge and the Property

Knowledge of the Marketplace:

The Principals of the Company have been active in real estate and Mexico for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

The El Golfo area was chosen for the Company's purchases due to its potential appreciation. Some of the driving factors that influenced this decision were:

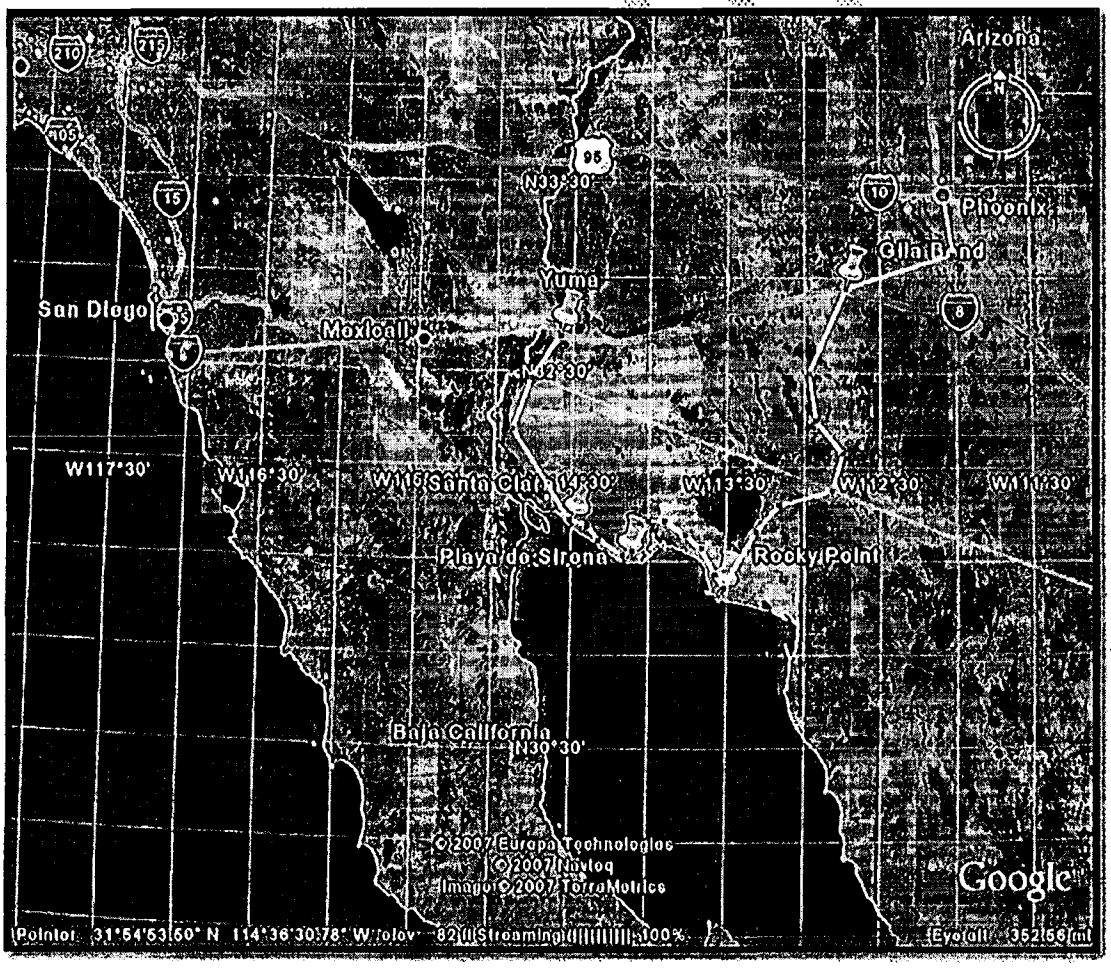
- The new Coastal Highway;
- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico);
- Its location on a beautiful, pristine, major body of water;
- The quality of the sand beaches ;
- The scenic mountain views of the Baja Peninsula;
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport;
- The $50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is completed and the balance is to be completed by 2008.

- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction and will serve the El Golfo/Rocky Point areas.

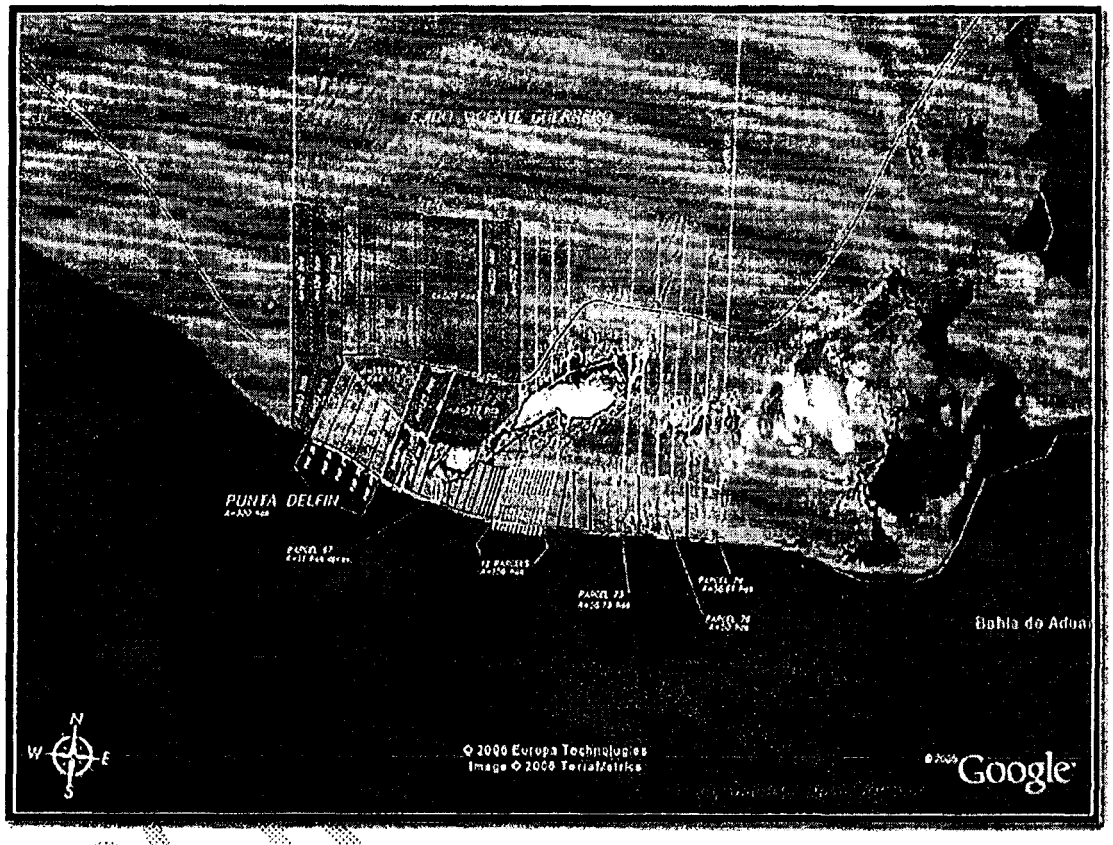
The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of $200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as for longer stays by visitors from all across the United States and Canada.

The Property

Parcel 47 – Relaxante is at the southeastern edge of the town of El Golfo on the Sea of Cortez. It is approximately one hour drive time south of the U.S. /Mexico border at San Luis.



This parcel has approximately 26.75 acres of land with over 640 feet of beautiful sandy beach frontage. There are rolling dunes and wonderful views of the Sea of Cortez and the mountains of the Baja Peninsula. The site is well-adapted for the launching of small boats.



The Proposed Development for Lot 47:

This project is a proposed gated luxury development fronting on and viewing the Sea of Cortez in the rapidly developing area of San Luis Rio Colorado, Sonora, Mexico. The property consists of 10.83+/- hectares (26.8+/- acres) of land on a site overlooking the scenic waterways of the Sea of Cortez and the mountains of the Baja Peninsula to the west. The property has over 200 meters (640+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches of the Sea of Cortez (a.k.a. the Gulf of California).

This project is a proposed mixed-use development, including a gated single-family development of 40+/- villa lots, a 140-unit condominium development, and some commercial facilities.

Due to topography, the northerly portion of the site contains a mid-rise condominium building. The center portion of the site is gently sloping and will contain the staggered water view lots. The southern beachfront portion of the site contains six beachfront lots, along with a beachfront pool and beach club. Due to the carefully chosen staggered lot placement, all villas and condominium units will enjoy beautiful views of the Sea of Cortez and the mountains of the Baja Peninsula.

Villa lots will be approximately 6,500 square feet in size and the Villas will range in size from 2,400 to 2,600 square feet. The condominium units will be approximately 1,500 square feet with larger units located on the top floors. The six prime waterfront lots will be on the beach – affording wonderful views for miles in each direction and easy water and beach access. The development will provide all the amenities associated with a destination development.

Business Goals

In early 2008, we will be contracting for the necessary survey, topographical map, and environmental studies required for the permitting stage. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters adjacent to the "high water mark" that is currently controlled by the Mexican Government. This is an important concession and we are proceeding forward.

After preliminary discussions with utility suppliers, it is the Company's belief that the use of self-contained utilities are in the best interest of the development. Permits for these utilities will be sought from the municipality of San Luis (the governing entity), in conjunction with our partners.

During the early part of 2008, the Company's primary focus will be on the preparation of the site plan, all required studies, and the gathering of bids for utilities. It is anticipated that by mid-2008, we will be finalizing the preliminary plans in accordance with site reports.

Once the final layout has been concluded, talks with local developers, investors, and realtors in Mexico and the United States will commence. It is the intention that the Company will be in a position to move quickly and efficiently to either sell individual lots or sell the development. The Company foresees the actual sale of the parcels occurring in mid-year 2009.

To ensure further success, the Company will continue to focus on the development of strong relationships with key property professionals (realtors, agents, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good working relationship with several governmental agencies, we will also be working quite diligently throughout the entire developmental process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving a strong and favorable relationship with the governing authorities.

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El Golfo / Rocky Point – General Economic and Area Information:

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation / boating area for Arizona, Nevada, and Southern California in the spring and summer, as well as a perfect destination for "Snowbirds" in the winter – creating a year-round demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time to Rocky Point has been about four-plus hours from Phoenix, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built in the Sandy Beach neighborhood of Rocky Point within the past few years. These are well-designed and constructed developments with many beachfront amenities. These units have generally sold for $300,000 to over $1,500,000, primarily to U.S. residents.

El Golfo is about 25 miles east of Rocky Point. The El Golfo area is near the northern end of the Sea of Cortez and is well protected from adverse weather. Consequently, the waters are generally calm. El Golfo is a picturesque fishing village with long, wide, sandy beaches. The fishermen launch their boats from the sandy beaches directly to the water. There is at present one paved road that ends at El Golfo.

The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes. Accordingly, this whole area between Rocky Point and El Golfo is poised to undergo extensive real estate development. In anticipation of this future growth, a new major border crossing facility is planned for San Luis to help relieve congestion at the present in-town facility. The number of inspection lanes will increase from five to sixteen, and will consequently decrease the time for crossing the border.

For the first time, large U.S. markets from California, Nevada, and Western Arizona will be within a reasonable driving distance. As an example, the Southern California market will have its driving time reduced from approximately eight hours to just around four hours. There are many resort areas of Mexico with extensive development taking place, however, there are only limited areas on the calm waters of the Sea of Cortez that have good driving access from the United States.

The new highway is the driving force that has dramatically changed access to this area. It is the Company's belief that since prime oceanfront land in this area's acreage is limited, the demand for this property will be strong. This belief is further strengthened by its aggressive promotion of Relaxante to the new markets of California, Nevada, and Western Arizona.

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Proforma

Parcel 47

Pro Forma - 26.75 acre (10.84 Ha.)

Sale Project to a Developer

March 2008

		TOTALS
REVENUE		
Sales Price Developer		$14,200,000
Total Revenue		**$14,200,000**
Finder's Fee	4%	$568,000
Total Net Revenue		**$13,632,000**
EXPENSES		
ON-SITE WORK		
Mass Excavation / Fill & Grading		$200,000
Gated Entryway		$25,000
Perimeter Wall		$100,000
Total Onsite Work		**$325,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL		
Administrative (Taxes, Permits & Licensing)		$50,000
NATAWA Bond		$200,000
Legal		$100,000
Total General Expenses		**$350,000**
GENERAL PROJECT EXPENSES		
Project Master Plan		$80,000
Engineering		$50,000
Boundary and Topographic Survey		$20,000
Concept Approval, Zoning, Environmental		$130,000
Total General Project Expenses		**$280,000**
TOTAL EXPENSES		
Project Contingency		$95,500
Principal and Interest		$11,520,000
Total Expenses, Contingency, and Interest		**$12,570,500**
Net Income		$1,061,500

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Parcel 47
Pro Forma - 26.75 acre (10.84 Ha.)
Vertical on Condos , Vertical on Villas
March 2008

	TOTALS				
	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
UNITS					
Condo Tower Units	140				
Ocean View Villas	38				178
REVENUE					
Condo Tower Units		1,500		$300,000	$42,000,000
Ocean View Villas		2,500		$1,300,000	$49,400,000
Total Revenue					$91,400,000
INFRASTUCTURE TAKE-OUTS					
NATAWA ($30k x 178 Units)					$5,340,000
SALES COMMISSIONS					
Sales Commissions	6%				$5,484,000
Total Sales Commissions					$5,484,000
Total Net Revenue					$80,576,000
EXPENSES					
PROJECT ACQUISITION					$14,200,000
AMENITIES CONSTRUCTION					
Landscape and Irrigation System					$80,000
Grading					$95,000
Beach Club					$1,000,000
18-Hole Putting Course					$500,000
Construction Office					$215,000
Total Amenities					$1,890,000

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Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Condo Tower Units					
Construction	140	1,500	110		$23,100,000
Architectural (4% of construction costs)			4.0%		$924,000
Total Condominiums					**$24,024,000**
Ocean View Villas					
Construction	38	2,500	125		$11,875,000
Architectural (4% of construction costs)			4.0%		$475,000
Total Ocean View Villas					**$12,350,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL					
Administrative (Taxes, Permits & Licensing)					$550,000
Accounting					$80,000
Legal					$322,500
Total General Expenses					**$952,500**
MARKETING					
Initial Launch					$860,000
Marketing (% of gross sales)			5%		4,570,000
Total Marketing					**$5,430,000**
GENERAL PROJECT EXPENSES					
Construction Camp					
Temporary Utilities (Power, Sewer Water)					$107,500
Bunk House (4 people per room)	50	200	$40		$400,000
Mess Hall					$43,000
Medical Operating Cost ($5,000 per month)					$240,000
Security (Temporary)					$150,000
Gatehouse					$30,000
Employee Housing					$800,000
Offsite (Scottsdale 3,000sf, @ $3 sf 4 yrs)					$423,000
Offsite (San Diego 2,000sf, @ $3 sf 4yrs)					$288,000
Offsite (Rocky Point 2,000sf, @ $3 sf 4 yrs)					$288,000
Temporary Sales Office					$12,900
Sales Office					$43,000
Job Supervision & Coordination					$100,000
Total General Project Expenses					**$2,925,400**
TOTAL EXPENSES					**$61,771,900**

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Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Project Contingency	5%				3,088,595
Interest (Debt Service)					1,440,000
Total Expenses, Contingency and Interest					$66,300,495
Net Income					$14,275,505
Cumulative					15.6%

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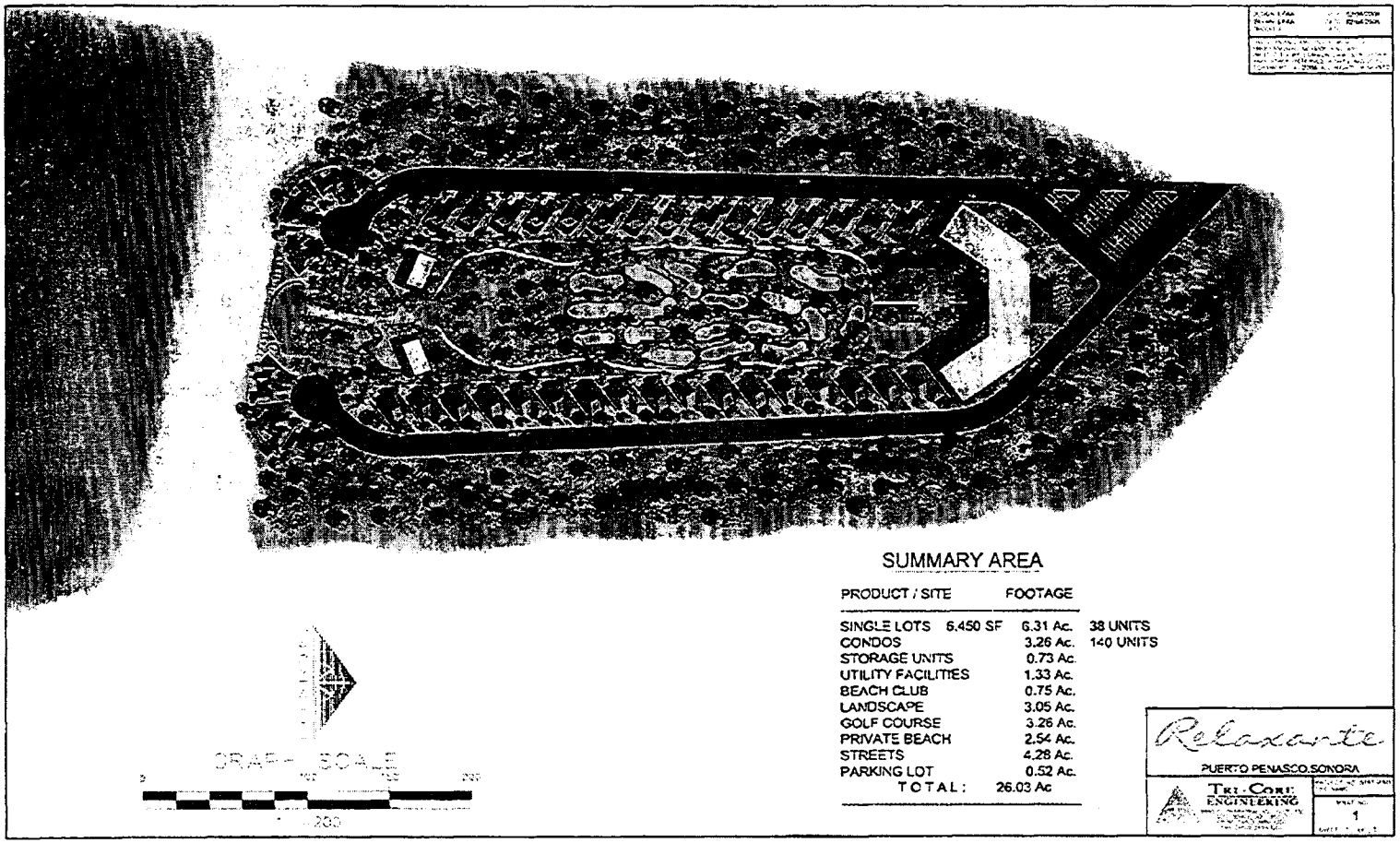
TRI-CORE
COMPANIES LLC

Site Plan



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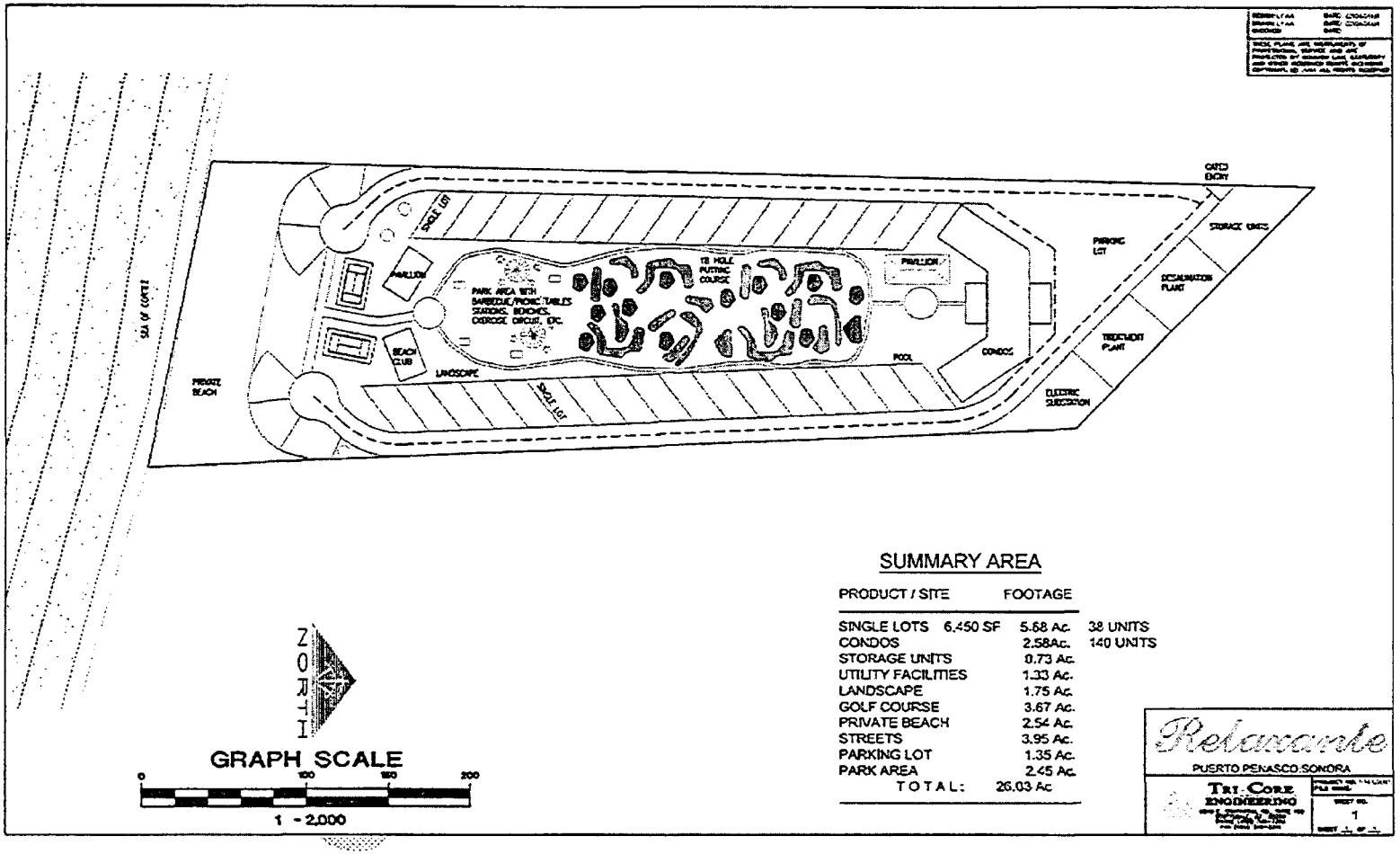

SUMMARY AREA

PRODUCT / SITE	FOOTAGE		
SINGLE LOTS	6,450 SF	5.68 Ac.	38 UNITS
CONDOS		2.58Ac.	140 UNITS
STORAGE UNITS		0.73 Ac.	
UTILITY FACILITIES		1.33 Ac.	
LANDSCAPE		1.75 Ac.	
GOLF COURSE		3.67 Ac.	
PRIVATE BEACH		2.54 Ac.	
STREETS		3.95 Ac.	
PARKING LOT		1.35 Ac.	
PARK AREA		2.45 Ac.	
TOTAL:		26.03 Ac	

Relaxante

PUERTO PENASCO, SONORA

TRI-CORE ENGINEERING

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Articles of Interest

Plans To Designate 400M Pesos To Roads, Electricity, and Water During 2008

Funding expands to support three main infrastructure projects

(http://defrente.puerto-penasco.com/editions/452/003.html)

Press Bulletin
Issue #452

With a projected investment of 400 million pesos (~$36.8M USD) the Director of Public Works is planning to continue during 2008 the integral project of city paving and electrification and water supply to the new neighborhoods - as well as enlarge the city's drainage network to improve the city's image.

Marco David Rangel Lopez, director of the afore mentioned office, said that it cannot be doubted that among the priorities of Mayor Heriberto Renteria Sanchez is the unprecedented Paving Works Project, for which he is obtaining a package of Federal Government resources around 100 million pesos (~$9.2M USD).

Rangel Lopez said that they want to continue with the pavement work on another 20 avenues and boulevards, covering a surface of more than 700 thousand square meters, in addition to the package of streets repaired during this past year. If this project is accomplished in full, the percentage of paved streets in our city will rise from 18% to 40%.

Moreover within the projects for 2008, the Director of Public Works mentioned that they will include the installation of the drainage network for the northwest sector of the city with and investment close to 60 million pesos (~$5.5M USD).

At the same time they will work on the construction and maintenance of sidewalks at the main boulevards and avenues, not forgetting the purpose of improving the image of the old harbor sector where financial resources are designated for around 90 million pesos of improvements (~$8.3M USD) according with the executive plan approved by the city council.

To continue with the electrification in the New Peñasco and San Rafael neighborhoods, it is an investment of at least 15 million pesos (~$1.38M USD) is designated for 2008, and it is also planned to attend to the delayed work on the water supply and they will also program to provide basic services.

He added that among the plans and projects for this year are actions for benefit of schools with the construction of classrooms, fences, tile roofs and to attend several requests channeled through the Sonorense Program of Social Participation (PASOS) and the Direction of Social Development.

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He also added that currently they have a work plan with more than 200 projects of pavement works, urban improvement, basic services, schools and religious centers, that will be accomplished according with the flow of the municipal resources as well as with the resources assigned from the state and federal governments - and in some cases with assistance from credit entities.

CANACO Reports A Good 2007, Optimistic Forecast For 2008

Border Governor's Conference, Tourism, Development All Bode Well For Peñasco In 2008, Says CANACO

(http://defrente.puerto-penasco.com/editions/451/002.html)

By Ivan Bravo Lopez
Issue #451

Even though the last month of the year suffered a significant decrease in many commercial areas, CANACO (Camara Nacional de Comercio de la Ciudad de Mexico - Mexico's System of Local Chambers of Commerce and Development) managed to close out a good year according to its director Arturo Rodriguez Rico. CANACO met their goals and more, as evidenced by the meeting of the border state governors, which was seen as a huge success.

Arturo Rodriguez Rico, President of the National Chamber of Commerce (CANACO) said that despite the economic recession suffered by the US, many associates of CANACO with business interests are closing out the year very well. That is due the fact that December is the month with the biggest increase in sales.

"It was a positive year for the growth and development of the economy of Puerto Peñasco; we were the hosts of the most important event in the history of this port, the meeting of the border state governors. It was a huge success and received publicity worldwide, publicity that would have cost the Chamber of Commerce millions of pesos but was completely free. Its results will hopefully be noticeable in 2008 and 2009," he said.

The president of CANACO said that many State Programs came to Puerto Peñasco and accomplished important improvements. Authorities from SEDESOL (Mexico's Secretariat of Social Development) and PASOS have constantly visited our port to support and encourage the associated merchants of CANACO.

"Guatimoc Iberri Gonzalez and 'Chito' Celaya have repeatedly visited us and they have brought important projects to Puerto Peñasco that are already underway, which shows that the State Authorities care about those who live and own businesses here," he said.

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"There are many projects in Puerto Peñasco that were already in place as well as new ones. Although some have not yet started, we are taking full advantage of those already here which will help the chance of further improvements next year," said Arturo Rodriguez Rico.

He also pointed out that cross-border traffic is expected to only will rise in the upcoming years and that that will bring other economic benefits, as the economic structure in the port depends mostly on tourism.

"Puerto Peñasco depends on tourism, and with the opening of the new international airport and with the improvements at the border crossings, CANACO is expecting an economic boom to take place. In past years and in 2007 we expected tourism mainly from Arizona. But with the new infrastructure next year we expect tourists from California and Colorado, as well as people that will come by air on new commercial flights. So we are expecting a sudden increase to the economy since Puerto Peñasco is an excellent destination," said the president of CANACO.

He also added that due to the stop of the developers, the last months of the year were economically weak, but that the economy typically comes back to normality beginning with the first trimester of the year. A few U.S. holidays are coming up that brings surges of tourists who prefer to come to Puerto Peñasco for their vacations. He also commented that the 'snowbirds' – the seasonal visitors from outside the Southwest regions – are starting to arrive to this port early this year, and with them the associates of CANACO will benefit.

To finalize, Arturo Rodriguez Rico said that there are more than 300 members associated with CANACO, and that next year they will look for more members to join the Chamber to help strengthen and create newer and better programs.

Peñasco Maintains Strong Flow Of Tourism

Real Estate Crisis Believed to Have Already Hit Bottom

(http://www.visitrockypoint.com/?p=2900)

Despite the undeniable a negative effects of the economic downturn in the United States, Which has already hit bottom, throughout 2007 Puerto Peñasco maintained a high rate of tourism and sustains a clear upward tendency, revealed Epifanio Salido Pavlovich, head of the Sonora Commission on the Promotion of Tourism.

Salido Pavlovich detailed that by the end of the year, foreign tourism had increased by nearly 11%, topping out at 1,700,000 visitors, 80% of these from Arizona. Likewise, national tourism increased by 14% totaling more than 400,000 visitors. Therefore, reports for 2007 registered a grand total of 2.1 million tourists to the area.

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The tourism official remarked that although there remain many challenges to address, the city's potential continues to be positive and the area is still the star destination in Sonora. He added that the state and municipal governments are jointly working on efforts to focus on areas that are lacking.

Salido Pavlovich stated that in 2008 they will have to generate concrete solutions in the areas of housing, potable water and others of basic infrastructures brought on by the same "boom" in tourism.

He stated that the 2007 economic downturn and real estate crisis in the United States had a strong impact on Peñasco. However, he stated, this is something that has already hit bottom and now phase of recuperation can be expected.

He believes that by mid-2008 the economic crisis will have passed, and added that till now this has not caused the withdrawal of investments from the port.

The coordinator for the Sonora Commission on the Promotion of Tourism remarked that, despite everything, the annual average for Puerto Peñasco has been favorable. He added that though there was a slowdown in investment, the flow of tourism did not drop; to the contrary, this remained at high levels.

He reiterated that the crisis has already hit bottom and period of recuperation has begun. He expects that this will positively impact the city as the shining northwestern part of the country in the area of tourism.

OWNING REAL ESTATE IN ROCKY POINT

From the "Real Estate Guide Rocky Point", January 2008

(http://www.atrockypoint.com/article_owning_real_estate_in_rocky_point)

"Real estate in Rocky Point has been a flourishing business for the past ten years..."

Imagine the joys of a winter home that makes you money whenever you are not staying in it. This kind of place would be beautiful to visit, comfortable and easy to live in, and ready for you whenever you want because it would be yours. A timeshare cannot offer you all of that no matter how desirable the location, since it can be difficult to get the time slots that you want and even harder during peak vacation time. A timeshare cannot give you everything you need to have the perfect getaway whenever you want, but a condo in a place like Rocky Point, Mexico can.

Rocky Point, also known as Puerto Peñasco, is one of the most incredible real estate locations in Mexico. Invest in Mexico and you can retire to your beachfront condo whenever you wish to enjoy days filled with sun, sand, golfing, fishing, and anything else you could desire from an ocean side paradise. Your

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oceanfront/ Ocean view home or condo will be waiting for your return whenever you are away, and you will surely wish to retire to Rocky Point's idyllic setting after spending vacation after vacation in sunny bliss. Owning Real Estate in this growing market can also be a greatly profitable adventure. The typical American has only two to four weeks of vacation time per year, and for the other forty eight weeks, your vacation property would normally sit empty, awaiting you. To keep your property on the Sea of Cortez working for you, hire a local property management company like Oceano Rentals or Sea Side Reservations, to keep your place looking fresh and lovely and rent your condo out as a vacation rental to others looking to enjoy the wonders of Rocky Point.

Real estate in Rocky Point has been a flourishing business for the past ten years because of the high profitability and constantly increasing prices of the local properties. Even just a couple of years of property ownership could translate into big money for interested investors, and getting a great vacation home that pays for itself is no small benefit either. You may become so enamored with your property in Rocky Point that you will not be willing to sell it! Current market conditions are definitely in favor of those who want to purchase, so do your research, hire a certified agent to guide you through the process and start looking at potential ocean side properties.

Owning real estate in this lovely tourist destination means living in the lap of luxury. The beautiful and luxurious condominium projects and other properties in this city are made for the comfort and delight of their residents, even short term residents like yourself. Glance out the window of your condo and watch the dolphins and play in the tranquil waters of the Sea of Cortez. Enjoy sunshine on the beach or adventures beneath the waves, and fall in love with this incredible location. Your investment property may be just waiting for you in sunny Mexico and now is the time to make the smart move that you have been dreaming of. Take advantage of current market conditions, and invest now!

Investing in a condominium in Rocky Point could be a smart investment choice for those who are looking to invest in Mexico. You will have a vacation home to enjoy only 60 miles south of the US border, and be able to enjoy the beautiful Sea of Cortez on your future vacations. Potentially you could be able to resell the condo for a great profit in a few years, if you don't decide to retire to Mexico entirely. With all of these incredible benefits, what could be better?

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TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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PLEASE RETURN ONE COPY OF THIS DOCUMENT TO US IN THE PROVIDED RETURN PACKAGING.

PLEASE KEEP ONE COPY OF THIS DOCUMENT FOR YOUR PERSONAL RECORDS.

EXHIBIT
S-142
ADMITTED

TRI-CORE
COMPANIES LLC

Memorandum#: Leslie Babcock Referral: Casimer Polancheck

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

$4,500,000

$10,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
60% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $25,600 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Four Hundred and Fifty (450) Secured Promissory Notes ("Notes") at an offering price of Ten Thousand ($10,000) Dollars per Note, for a maximum total of Four Million Five Hundred Thousand Dollars ($4,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK (SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$10,000	$1,000	$9,000
Maximum Units	$4,500,000	$450,000	$4,050,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 366-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is March 1, 2008

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TRI-CORE COMPANIES, LLC BUSINESS PLAN D1

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

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DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

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1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Four Hundred and Fifty (450) Notes issued by the Company at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of sixty (60%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. This offering will commence on March 1, 2008, and will terminate no later than February 28, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The use of the proceeds is to purchase and develop a water front parcel in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized and Nine Hundred (900) Membership Units are issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of the

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upper Sonoran coastline in Sonora, Mexico. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review,

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inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**
  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**
  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**
  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, for a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before proceeds can be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such

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Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized

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personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Four Hundred and Fifty (450) Notes of the Company to potential investors at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of sixty (60%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. All principal shall be paid at maturity (24 months). Interest shall be paid at maturity (24 months). The principal and any interest due on said principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date can not be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property.

The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the title to the property until all note holders will be paid in full.

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6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	**Percent of Proceeds**
Proceeds From the Sale of Notes	$4,500,000	100.00%

Application of Proceeds

Offering Expenses (1)	$ 100,000	2.22%
Commissions (2)	$ 450,000	10.00%
Total Offering Expenses & Fees	**$ 550,000**	**12.22%**
Land Purchase (5)	$1,500,000	33.34%
General Project Expenses	$ 280,000	6.22%
On-Site Work	$ 325,000	7.22%
Soft Cost	$ 350,000	7.78%
Marketing	$ 480,000	10.67%
Administration (3)	$ 615,000	13.67%
Contingency	$ 400,000	8.89%
Net Offering Proceeds	**$3,950,000**	**87.78%**
Total Application of Proceeds	**$4,500,000**	**100.00%**

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Includes Scottsdale and Mexico offices; legal and accounting fees.

(4) No minimum has been set for this offering.

(5) Amount due to Tri-Core Business Development, LLC for inter-company transfer of title to Tri-Core Companies, LLC.

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Four Hundred and Fifty (450) Notes or Four Million Five Hundred Thousand ($4,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	-0-	$4,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$4,500,100

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Four Million Five Hundred Thousand ($4,500,000) Dollars of Notes to selected investors, effective on March 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

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12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to usual federal and state laws, rules and regulations . The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

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12.7 GENERAL ECONOMY

The Company is subject to the Mexican and U.S. Economy and its effect on consumer confidence and spending.

12.8 DEPENDANCY ON SUPPLIERS AND BUILDING TRADES

Since the Company is dependent on building materials and the general building trades, any shortage or slowdown could affect timetables.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Ten Thousand ($10,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND

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INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

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15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

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6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million ($5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

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17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in **"INVESTOR SUITABILITY REQUIREMENTS."**

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

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COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Ten Thousand ($10,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 28, 2010.

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20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Leslie Babcock
Signature

11/6/09
Date

Leslie Babcock
Print Name

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Leslie babcock

Amount Loaned: $ 65,610.03

Number of Notes: 6.561

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MAXIMUM OF FOUR HUNDRED AND FIFTY (450) SECURED PROMISSORY NOTES

TEN THOUSAND ($10,000) DOLLARS PER NOTE

MARCH 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

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Each subscriber for the Secured Promissory Notes, Ten Thousand ($10,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Tri-Core Companies LLC and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Ten Thousand ($10,000) per Note), to ***Tri-Core Companies, LLC***. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

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Print Name of Subscriber: **Leslie Babcock**

Amount Loaned: $65,610.03

Number of Notes: 6.561

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road – Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for 6.561 Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Ten Thousand ($10,000) Dollars per Note for an aggregate loan of **$65,610.03** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated March 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Ten Thousand ($10,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, with no minimum subscription (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Four Million Five Hundred Thousand ($4,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by ***check made payable to the order of Tri-Core Companies, LLC*** in the amount indicated above.

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5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

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(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite company power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

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degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

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(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

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(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated there under by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

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prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

TRI_C006120

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

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TRI_C006121

IN WITNESS WHEREOF, the undersigned, by his, her, or its execution hereof, has read and approved this Subscription Agreement and agrees to be bound by this Agreement.

Executed this _____ day of _____, 2009, at _____ (City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned *(circle one)*: **[is]** **[is not]** a citizen or resident of the United States.

Print Name of Individual	**Print Name of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Print Social Security Number of Individual	**Print Social Security Number of Spouse or Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Signature of Individual	**Signature of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Print Residential Address:	**Print Residential Telephone Number:**

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If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is]** **[is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined ~~in the~~ Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Entrust Arizona **FBO Leslie Babcock** **Account # [redacted]3321**	[redacted]
Print Name of Partnership, Corporation, Trust, or Other Business Entity	**Print Federal Tax Identification Number**
Leslie Babcock	**Arizona, Maricopa**
Signature of Authorized Representative	**Print Jurisdiction of Entity**
Leslie Babcock	**Account Holder**
Print Name of Authorized Representative	**Print Title of Authorized Representative**
Print Residential Address of Investor:	**Print Residential Telephone Number:**
[redacted] [redacted], Az [redacted]	[redacted]

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ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 6th day of November, 2009.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler – President

By: _____
Jim Hinkeldey – Vice-President

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TRI_C006124

EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

JB
initials A. **"Nonaccredited Investor".** The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

_____
initials B. **"Accredited Investor".** The undersigned is an Accredited Investor as defined below (*check applicable box*):

☐1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

☐2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

SAMPLE

☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million ($5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and <u>each</u> equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

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* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

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EXHIBIT B

PROMISSORY NOTE

TRI_C006127

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **$ 65,610.03 Dollars** with a rate of return of sixty percent (60%) compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty or premium at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

1. NOTES

This Note in the principal amount of Ten Thousand ($10,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated March 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

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(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns**. The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied,

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except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices**. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings**. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability**. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law**. This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

(g) **Approval.** By signing below, each party respectively acknowledges that they have read and approved this promissory note.

Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Jason Todd Moulen
Print Name

Nov 6, 2009
Signature & Date

Holder:

Entrust Arizona Acct.# [redacted]3321
FBO Leslie Babcock
[redacted] AZ [redacted]

Leslie Babcock
Print Name

Leslie Babcock
Signature & Date

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EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: Leslie Babcock
2. Address of Principal Residence: [redacted] Az. [redacted]

   County: Maricopa
3. Residential Telephone Number [redacted]
4. Where are you registered to vote (County & State)? Maricopa, Az
5. Your driver's license is issued by the following state: Az.
6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

   _____

   _____
7. Please send all correspondence to:

   (1) ✓ Residential Address *[as set forth in item A-2]*

   (2) _____ Business Address *[as set forth in item B-1(a)]*

TRI_C006131

8. Date of Birth: [redacted]

9. Country of Citizenship: Maricopa

10. Social Security Number or Tax I.D. Number: [redacted]

11. E-Mail Address: leslie babcock @ [redacted]

B. Occupations and Income

1. Occupation: Sales / Unemployed Currently

   (a) Business Address: _____

   (b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

   (1) _____ $25,000 (3) X $50,000

   (2) _____ $100,000 (4) _____ $200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000.

   (1) _____Yes (2) X No (3)_____Not Applicable

4. Estimated gross income during current year exceeds:

   (1) _____ $25,000 (3) X $50,000

   (2) _____ $100,000 (4) _____ $200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000.

   (1) _____Yes (2) X No (3)_____Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) X $50,000-$100,000 (2) _____$100,000-$250,000 (3) _____$250,000-$500,000

(4) _____$500,000-$750,000 (5) _____$750,000-$1,000,000 (6) _____over $1,000,000

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2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)__X__Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)__X__No

E. Investment Percentage of Net Worth

If you expect to invest at least $100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)_____Yes (2)_____No (3)__X__Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)__X__Yes (2)_____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

_____ Date: 11/6/09
Signature

_____ Date: _____
Signature *(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)*

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EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase virgin beachfront land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and was chosen because of the access the new Coastal Highway has afforded this area. Prior to the new highway, this area was inaccessible except by rugged four-wheel-drive vehicles. The highway will make this area accessible by automobile for millions of visitors and buyers from the United States.

The Company believes that there will be a major increase in demand for property in this area with the completion of the highway. The highway is currently over three-quarters complete and only a 15-mile portion of the center section remains to be completed. This section is scheduled for completion by the end of Spring 2008.

Business Operations

Ownership and Employees:

The Company is intended to be a very competitive, highly motivated company with a small number of select key employees. The majority of the day to day responsibilities, planning and development tasks will be performed by the principal/managing partners. All other tasks that cannot be performed on behalf of the company by principals or employees will be done by hired contract services. An example of a hired contract service would be accounting.

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

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Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**

  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**

  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**

  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

Market Knowledge and the Property

Knowledge of the Marketplace:

The Principals of the Company have been active in real estate and Mexico for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

The El Golfo area was chosen for the Company's purchases due to its potential appreciation. Some of the driving factors that influenced this decision were:

- The new Coastal Highway;
- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico);
- Its location on a beautiful, pristine, major body of water;
- The quality of the sand beaches ;
- The scenic mountain views of the Baja Peninsula;
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport;
- The $50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is completed and the balance is to be completed by 2008.

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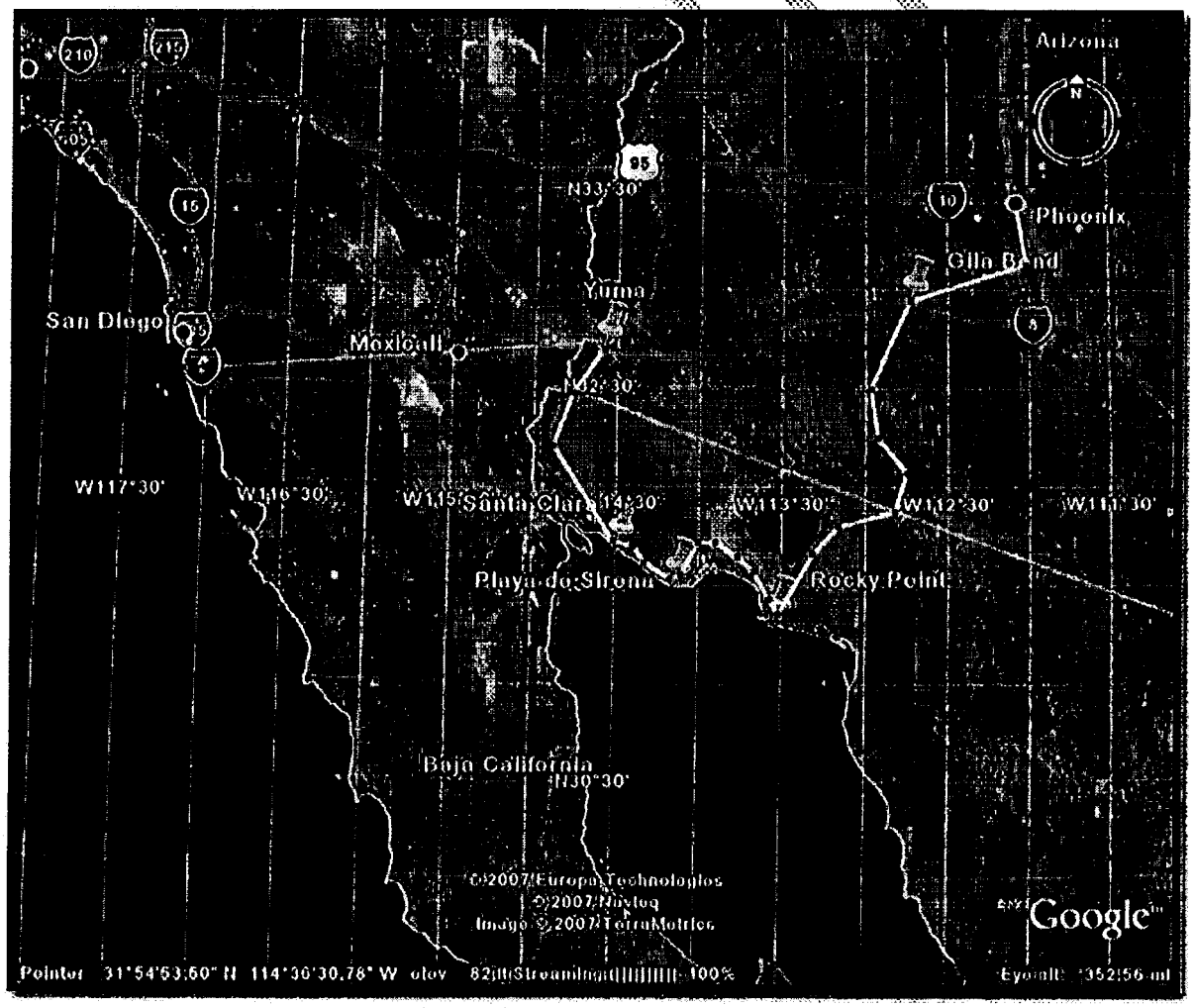
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction and will serve the El Golfo/Rocky Point areas.

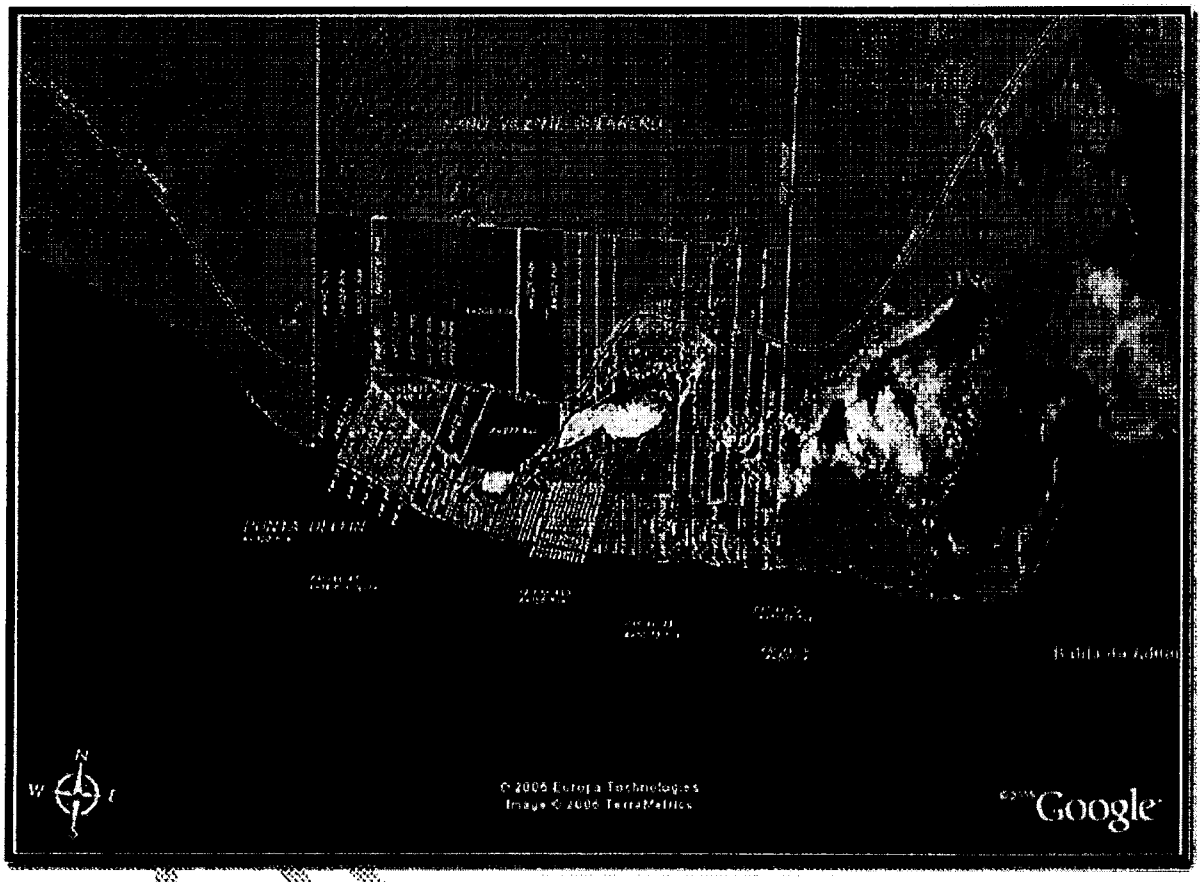
The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of $200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as for longer stays by visitors from all across the United States and Canada.

The Property

Parcel 47 – Relaxante is at the southeastern edge of the town of El Golfo on the Sea of Cortez. It is approximately one hour drive time south of the U.S. /Mexico border at San Luis.



This parcel has approximately 26.75 acres of land with over 640 feet of beautiful sandy beach frontage. There are rolling dunes and wonderful views of the Sea of Cortez and the mountains of the Baja Peninsula. The site is well-adapted for the launching of small boats.



The Proposed Development for Lot 47:

This project is a proposed gated luxury development fronting on and viewing the Sea of Cortez in the rapidly developing area of San Luis Rio Colorado, Sonora, Mexico. The property consists of 10.83+/- hectares (26.8+/- acres) of land on a site overlooking the scenic waterways of the Sea of Cortez and the mountains of the Baja Peninsula to the west. The property has over 200 meters (640+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches of the Sea of Cortez (a.k.a. the Gulf of California).

This project is a proposed mixed-use development, including a gated single-family development of 40+/- villa lots, a 140-unit condominium development, and some commercial facilities.

Due to topography, the northerly portion of the site contains a mid-rise condominium building. The center portion of the site is gently sloping and will contain the staggered water view lots. The southern beachfront portion of the site contains six beachfront lots, along with a beachfront pool and beach club. Due to the carefully chosen staggered lot placement, all villas and condominium units will enjoy beautiful views of the Sea of Cortez and the mountains of the Baja Peninsula.

Villa lots will be approximately 6,500 square feet in size and the Villas will range in size from 2,400 to 2,600 square feet. The condominium units will be approximately 1,500 square feet with larger units located on the top floors. The six prime waterfront lots will be on the beach – affording wonderful views for miles in each direction and easy water and beach access. The development will provide all the amenities associated with a destination development.

Business Goals

In early 2008, we will be contracting for the necessary survey, topographical map, and environmental studies required for the permitting stage. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters adjacent to the "high water mark" that is currently controlled by the Mexican Government. This is an important concession and we are proceeding forward.

After preliminary discussions with utility suppliers, it is the Company's belief that the use of self-contained utilities are in the best interest of the development. Permits for these utilities will be sought from the municipality of San Luis (the governing entity), in conjunction with our partners.

During the early part of 2008, the Company's primary focus will be on the preparation of the site plan, all required studies, and the gathering of bids for utilities. It is anticipated that by mid-2008, we will be finalizing the preliminary plans in accordance with site reports.

Once the final layout has been concluded, talks with local developers, investors, and realtors in Mexico and the United States will commence. It is the intention that the Company will be in a position to move quickly and efficiently to either sell individual lots or sell the development. The Company foresees the actual sale of the parcels occurring in mid-year 2009.

To ensure further success, the Company will continue to focus on the development of strong relationships with key property professionals (realtors, agents, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good working relationship with several governmental agencies, we will also be working quite diligently throughout the entire developmental process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving a strong and favorable relationship with the governing authorities.

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El Golfo / Rocky Point – General Economic and Area Information:

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation / boating area for Arizona, Nevada, and Southern California in the spring and summer, as well as a perfect destination for "Snowbirds" in the winter – creating a year-round demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time to Rocky Point has been about four-plus hours from Phoenix, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built in the Sandy Beach neighborhood of Rocky Point within the past few years. These are well-designed and constructed developments with many beachfront amenities. These units have generally sold for $300,000 to over $1,500,000, primarily to U.S. residents.

El Golfo is about 25 miles east of Rocky Point. The El Golfo area is near the northern end of the Sea of Cortez and is well protected from adverse weather. Consequently, the waters are generally calm. El Golfo is a picturesque fishing village with long, wide, sandy beaches. The fishermen launch their boats from the sandy beaches directly to the water. There is at present one paved road that ends at El Golfo.

The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes. Accordingly, this whole area between Rocky Point and El Golfo is poised to undergo extensive real estate development. In anticipation of this future growth, a new major border crossing facility is planned for San Luis to help relieve congestion at the present in-town facility. The number of inspection lanes will increase from five to sixteen, and will consequently decrease the time for crossing the border.

For the first time, large U.S. markets from California, Nevada, and Western Arizona will be within a reasonable driving distance. As an example, the Southern California market will have its driving time reduced from approximately eight hours to just around four hours. There are many resort areas of Mexico with extensive development taking place, however, there are only limited areas on the calm waters of the Sea of Cortez that have good driving access from the United States.

The new highway is the driving force that has dramatically changed access to this area. It is the Company's belief that since prime oceanfront land in this area's acreage is limited, the demand for this property will be strong. This belief is further strengthened by its aggressive promotion of Relaxante to the new markets of California, Nevada, and Western Arizona.

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Proforma

Parcel 47 Pro Forma - 26.75 acre (10.84 Ha.) Sale Project to a Developer March 2008		TOTALS
REVENUE		
Sales Price Developer		$14,200,000
Total Revenue		**$14,200,000**
Finder's Fee	4%	$568,000
Total Net Revenue		**$13,632,000**
EXPENSES		
ON-SITE WORK		
Mass Excavation / Fill & Grading		$200,000
Gated Entryway		$25,000
Perimeter Wall		$100,000
Total Onsite Work		**$325,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL		
Administrative (Taxes, Permits & Licensing)		$50,000
NATAWA Bond		$200,000
Legal		$100,000
Total General Expenses		**$350,000**
GENERAL PROJECT EXPENSES		
Project Master Plan		$80,000
Engineering		$50,000
Boundary and Topographic Survey		$20,000
Concept Approval, Zoning, Environmental		$130,000
Total General Project Expenses		**$280,000**
TOTAL EXPENSES		
Project Contingency		$95,500
Principal and Interest		$11,520,000
Total Expenses, Contingency, and Interest		**$12,570,500**
Net Income		$1,061,500

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Parcel 47 Pro Forma - 26.75 acre (10.84 Ha.) Vertical on Condos, Vertical on Villas March 2008	TOTALS				
	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
UNITS					
Condo Tower Units	140				
Ocean View Villas	38				178
REVENUE					
Condo Tower Units		1,500		$300,000	$42,000,000
Ocean View Villas		2,500		$1,300,000	$49,400,000
Total Revenue					$91,400,000
INFRASTUCTURE TAKE-OUTS					
NATAWA ($30k x 178 Units)					$5,340,000
SALES COMMISSIONS					
Sales Commissions	6%				$5,484,000
Total Sales Commissions					$5,484,000
Total Net Revenue					$80,576,000
EXPENSES					
PROJECT ACQUISITION					$14,200,000
AMENITIES CONSTRUCTION					
Landscape and Irrigation System					$80,000
Grading					$95,000
Beach Club					$1,000,000
18- Hole Putting Course					$500,000
Construction Office					$215,000
Total Amenities					$1,890,000

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Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Condo Tower Units					
Construction	140	1,500	110		$23,100,000
Architectural (4% of construction costs)			4.0%		$924,000
Total Condominiums					**$24,024,000**
Ocean View Villas					
Construction	38	2,500	125		$11,875,000
Architectural (4% of construction costs)			4.0%		$475,000
Total Ocean View Villas					**$12,350,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL					
Administrative (Taxes, Permits & Licensing)					$550,000
Accounting					$80,000
Legal					$322,500
Total General Expenses					**$952,500**
MARKETING					
Initial Launch					$860,000
Marketing (% of gross sales)			5%		4,570,000
Total Marketing					**$5,430,000**
GENERAL PROJECT EXPENSES					
Construction Camp					
Temporary Utilities (Power, Sewer Water)					$107,500
Bunk House (4 people per room)	50	200	$40		$400,000
Mess Hall					$43,000
Medical Operating Cost ($5,000 per month)					$240,000
Security (Temporary)					$150,000
Gatehouse					$30,000
Employee Housing					$800,000
Offsite (Scottsdale 3,000sf, @ $3 sf 4 yrs)					$423,000
Offsite (San Diego 2,000sf, @ $3 sf 4yrs)					$288,000
Offsite (Rocky Point 2,000sf, @ $3 sf 4 yrs)					$288,000
Temporary Sales Office					$12,900
Sales Office					$43,000
Job Supervision & Coordination					$100,000
Total General Project Expenses					**$2,925,400**
TOTAL EXPENSES					**$61,771,900**

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Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Project Contingency	5%				3,088,595
Interest (Debt Service)					1,440,000
Total Expenses, Contingency and Interest					**$66,300,495**
Net Income					**$14,275,505**
Cumulative					**15.6%**

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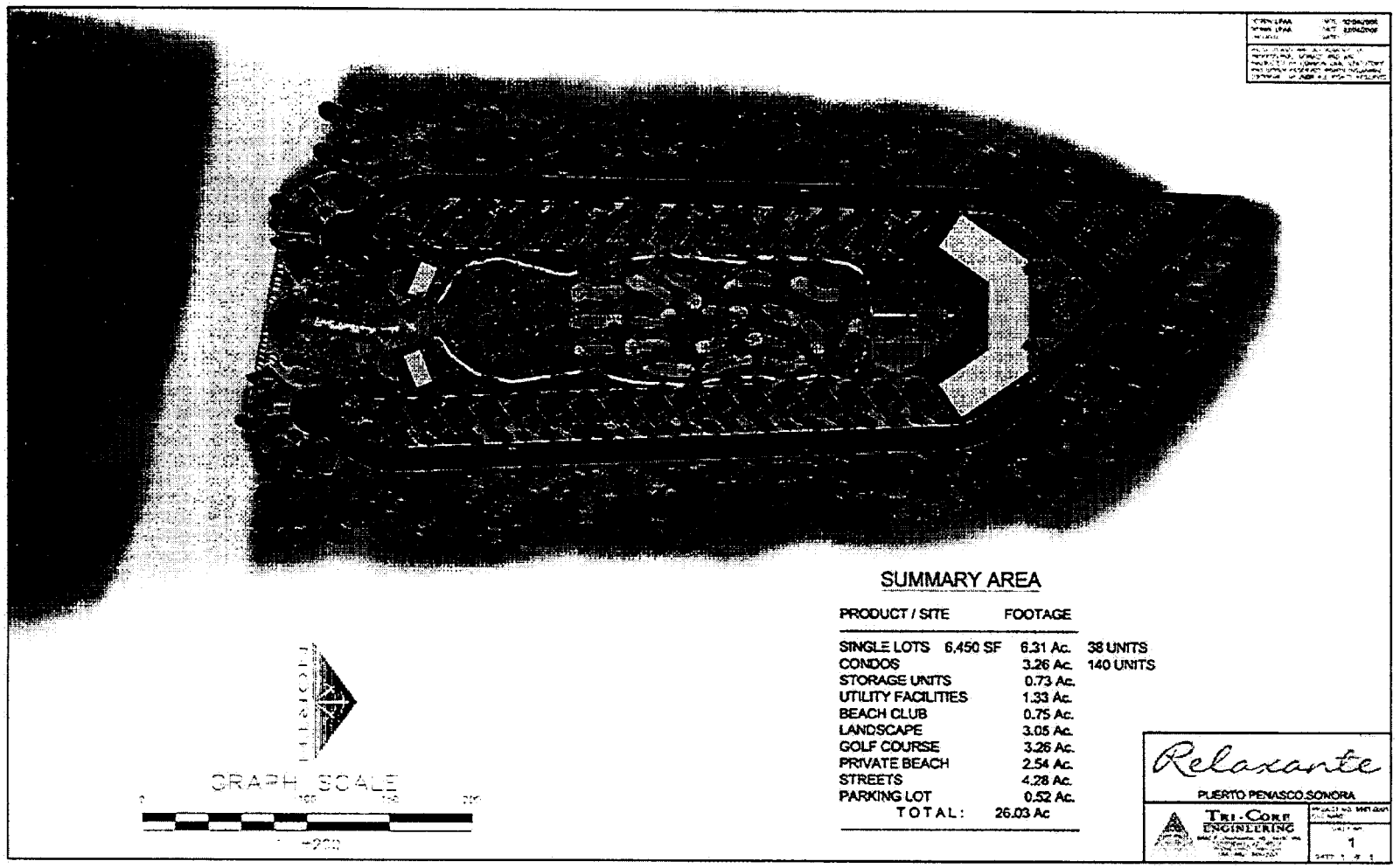
Site Plan



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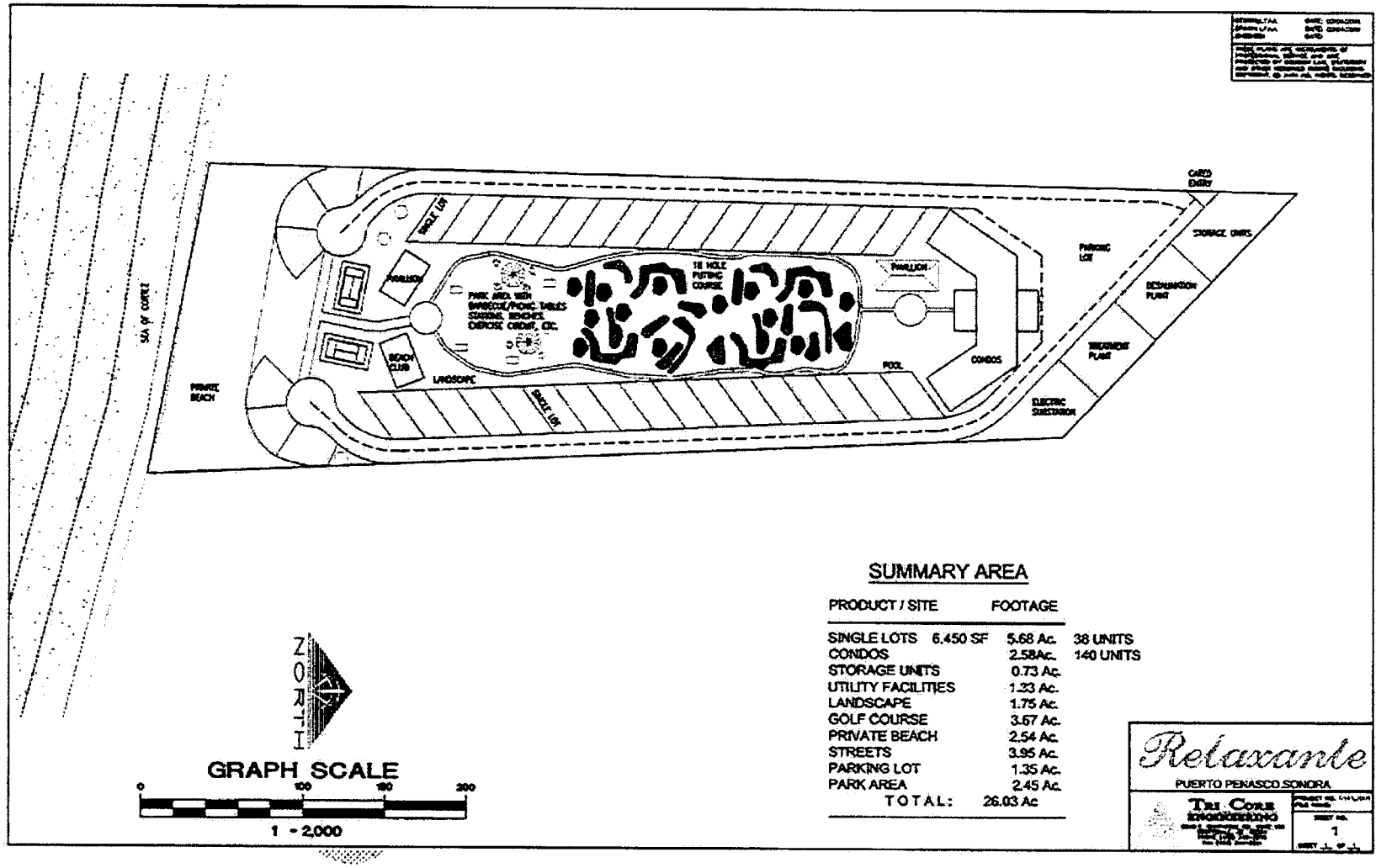

SUMMARY AREA

PRODUCT / SITE	FOOTAGE	
SINGLE LOTS 6,450 SF	5.68 Ac.	38 UNITS
CONDOS	2.58Ac.	140 UNITS
STORAGE UNITS	0.73 Ac.	
UTILITY FACILITIES	1.33 Ac.	
LANDSCAPE	1.75 Ac.	
GOLF COURSE	3.67 Ac.	
PRIVATE BEACH	2.54 Ac.	
STREETS	3.95 Ac.	
PARKING LOT	1.35 Ac.	
PARK AREA	2.45 Ac.	
TOTAL:	26.03 Ac	

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Articles of Interest

Plans To Designate 400M Pesos To Roads, Electricity, and Water During 2008

Funding expands to support three main Infrastructure projects

(http://defrente.puerto-penasco.com/editions/452/003.html)

Press Bulletin
Issue #452

With a projected investment of 400 million pesos (~$36.8M USD) the Director of Public Works is planning to continue during 2008 the integral project of city paving and electrification and water supply to the new neighborhoods - as well as enlarge the city's drainage network to improve the city's image.

Marco David Rangel Lopez, director of the afore mentioned office, said that it cannot be doubted that among the priorities of Mayor Heriberto Renteria Sanchez is the unprecedented Paving Works Project, for which he is obtaining a package of Federal Government resources around 100 million pesos (~$9.2M USD).

Rangel Lopez said that they want to continue with the pavement work on another 20 avenues and boulevards, covering a surface of more than 700 thousand square meters, in addition to the package of streets repaired during this past year. If this project is accomplished in full, the percentage of paved streets in our city will rise from 18% to 40%.

Moreover within the projects for 2008, the Director of Public Works mentioned that they will include the installation of the drainage network for the northwest sector of the city with and investment close to 60 million pesos (~$5.5M USD).

At the same time they will work on the construction and maintenance of sidewalks at the main boulevards and avenues, not forgetting the purpose of improving the image of the old harbor sector where financial resources are designated for around 90 million pesos of improvements (~$8.3M USD) according with the executive plan approved by the city council.

To continue with the electrification in the New Peñasco and San Rafael neighborhoods, it is an investment of at least 15 million pesos (~$1.38M USD) is designated for 2008, and it is also planned to attend to the delayed work on the water supply and they will also program to provide basic services.

He added that among the plans and projects for this year are actions for benefit of schools with the construction of classrooms, fences, tile roofs and to attend several requests channeled through the Sonorense Program of Social Participation (PASOS) and the Direction of Social Development.

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He also added that currently they have a work plan with more than 200 projects of pavement works, urban improvement, basic services, schools and religious centers, that will be accomplished according with the flow of the municipal resources as well as with the resources assigned from the state and federal governments - and in some cases with assistance from credit entities.

CANACO Reports A Good 2007, Optimistic Forecast For 2008

Border Governor's Conference, Tourism, Development All Bode Well For Peñasco In 2008, Says CANACO

(http://defrente.puerto-penasco.com/editions/451/002.html)

By Ivan Bravo Lopez
Issue #451

Even though the last month of the year suffered a significant decrease in many commercial areas, CANACO (Camara Nacional de Comercio de la Ciudad de Mexico - Mexico's System of Local Chambers of Commerce and Development) managed to close out a good year according to its director Arturo Rodriguez Rico. CANACO met their goals and more, as evidenced by the meeting of the border state governors, which was seen as a huge success.

Arturo Rodriguez Rico, President of the National Chamber of Commerce (CANACO) said that despite the economic recession suffered by the US, many associates of CANACO with business interests are closing out the year very well. That is due the fact that December is the month with the biggest increase in sales.

"It was a positive year for the growth and development of the economy of Puerto Peñasco; we were the hosts of the most important event in the history of this port, the meeting of the border state governors. It was a huge success and received publicity worldwide, publicity that would have cost the Chamber of Commerce millions of pesos but was completely free. Its results will hopefully be noticeable in 2008 and 2009," he said.

The president of CANACO said that many State Programs came to Puerto Peñasco and accomplished important improvements. Authorities from SEDESOL (Mexico's Secretariat of Social Development) and PASOS have constantly visited our port to support and encourage the associated merchants of CANACO.

"Guatimoc Iberri Gonzalez and 'Chito' Celaya have repeatedly visited us and they have brought important projects to Puerto Peñasco that are already underway, which shows that the State Authorities care about those who live and own businesses here," he said.

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"There are many projects in Puerto Peñasco that were already in place as well as new ones. Although some have not yet started, we are taking full advantage of those already here which will help the chance of further improvements next year," said Arturo Rodriguez Rico.

He also pointed out that cross-border traffic is expected to only will rise in the upcoming years and that that will bring other economic benefits, as the economic structure in the port depends mostly on tourism.

"Puerto Peñasco depends on tourism, and with the opening of the new international airport and with the improvements at the border crossings, CANACO is expecting an economic boom to take place. In past years and in 2007 we expected tourism mainly from Arizona. But with the new infrastructure next year we expect tourists from California and Colorado, as well as people that will come by air on new commercial flights. So we are expecting a sudden increase to the economy since Puerto Peñasco is an excellent destination," said the president of CANACO.

He also added that due to the stop of the developers, the last months of the year were economically weak, but that the economy typically comes back to normality beginning with the first trimester of the year. A few U.S. holidays are coming up that brings surges of tourists who prefer to come to Puerto Peñasco for their vacations. He also commented that the 'snowbirds' – the seasonal visitors from outside the Southwest regions – are starting to arrive to this port early this year, and with them the associates of CANACO will benefit.

To finalize, Arturo Rodriguez Rico said that there are more than 300 members associated with CANACO, and that next year they will look for more members to join the Chamber to help strengthen and create newer and better programs.

Peñasco Maintains Strong Flow Of Tourism

Real Estate Crisis Believed to Have Already Hit Bottom

(http://www.visitrockypoint.com/?p=2900)

Despite the undeniable a negative effects of the economic downturn in the United States, Which has already hit bottom, throughout 2007 Puerto Peñasco maintained a high rate of tourism and sustains a clear upward tendency, revealed Epifanio Salido Pavlovich, head of the Sonora Commission on the Promotion of Tourism.

Salido Pavlovich detailed that by the end of the year, foreign tourism had increased by nearly 11%, topping out at 1,700,000 visitors, 80% of these from Arizona. Likewise, national tourism increased by 14% totaling more than 400,000 visitors. Therefore, reports for 2007 registered a grand total of 2.1 million tourists to the area.

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The tourism official remarked that although there remain many challenges to address, the city's potential continues to be positive and the area is still the star destination in Sonora. He added that the state and municipal governments are jointly working on efforts to focus on areas that are lacking.

Salido Pavlovich stated that in 2008 they will have to generate concrete solutions in the areas of housing, potable water and others of basic infrastructures brought on by the same "boom" in tourism.

He stated that the 2007 economic downturn and real estate crisis in the United States had a strong impact on Peñasco. However, he stated, this is something that has already hit bottom and now phase of recuperation can be expected.

He believes that by mid-2008 the economic crisis will have passed, and added that till now this has not caused the withdrawal of investments from the port.

The coordinator for the Sonora Commission on the Promotion of Tourism remarked that, despite everything, the annual average for Puerto Peñasco has been favorable. He added that though there was a slowdown in investment, the flow of tourism did not drop; to the contrary, this remained at high levels.

He reiterated that the crisis has already hit bottom and period of recuperation has begun. He expects that this will positively impact the city as the shining northwestern part of the country in the area of tourism.

OWNING REAL ESTATE IN ROCKY POINT

From the "Real Estate Guide Rocky Point", January 2008

(http://www.atrockypoint.com/article_owning_real_estate_in_rocky_point)

"Real estate in Rocky Point has been a flourishing business for the past ten years..."

Imagine the joys of a winter home that makes you money whenever you are not staying in it. This kind of place would be beautiful to visit, comfortable and easy to live in, and ready for you whenever you want because it would be yours. A timeshare cannot offer you all of that no matter how desirable the location, since it can be difficult to get the time slots that you want and even harder during peak vacation time. A timeshare cannot give you everything you need to have the perfect getaway whenever you want, but a condo in a place like Rocky Point, Mexico can.

Rocky Point, also known as Puerto Peñasco, is one of the most incredible real estate locations in Mexico. Invest in Mexico and you can retire to your beachfront condo whenever you wish to enjoy days filled with sun, sand, golfing, fishing, and anything else you could desire from an ocean side paradise. Your

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oceanfront/ Ocean view home or condo will be waiting for your return whenever you are away, and you will surely wish to retire to Rocky Point's idyllic setting after spending vacation after vacation in sunny bliss. Owning Real Estate in this growing market can also be a greatly profitable adventure. The typical American has only two to four weeks of vacation time per year, and for the other forty eight weeks, your vacation property would normally sit empty, awaiting you. To keep your property on the Sea of Cortez working for you, hire a local property management company like Oceano Rentals or Sea Side Reservations, to keep your place looking fresh and lovely and rent your condo out as a vacation rental to others looking to enjoy the wonders of Rocky Point.

Real estate in Rocky Point has been a flourishing business for the past ten years because of the high profitability and constantly increasing prices of the local properties. Even just a couple of years of property ownership could translate into big money for interested investors, and getting a great vacation home that pays for itself is no small benefit either. You may become so enamored with your property in Rocky Point that you will not be willing to sell it! Current market conditions are definitely in favor of those who want to purchase, so do your research, hire a certified agent to guide you through the process and start looking at potential ocean side properties.

Owning real estate in this lovely tourist destination means living in the lap of luxury. The beautiful and luxurious condominium projects and other properties in this city are made for the comfort and delight of their residents, even short term residents like yourself. Glance out the window of your condo and watch the dolphins and play in the tranquil waters of the Sea of Cortez. Enjoy sunshine on the beach or adventures beneath the waves, and fall in love with this incredible location. Your investment property may be just waiting for you in sunny Mexico and now is the time to make the smart move that you have been dreaming of. Take advantage of current market conditions, and invest now!

Investing in a condominium in Rocky Point could be a smart investment choice for those who are looking to invest in Mexico. You will have a vacation home to enjoy only 60 miles south of the US border, and be able to enjoy the beautiful Sea of Cortez on your future vacations. Potentially you could be able to resell the condo for a great profit in a few years, if you don't decide to retire to Mexico entirely. With all of these incredible benefits, what could be better?

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TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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PLEASE RETURN ONE COPY OF THIS DOCUMENT TO US IN THE PROVIDED RETURN PACKAGING.

PLEASE KEEP ONE COPY OF THIS DOCUMENT FOR YOUR PERSONAL RECORDS.

TRI-CORE
COMPANIES LLC

Memorandum#: Leslie Babcock Referral: Casimer Polancheck

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

$4,500,000

$10,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
60% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $25,600 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Four Hundred and Fifty (450) Secured Promissory Notes ("Notes") at an offering price of Ten Thousand ($10,000) Dollars per Note, for a maximum total of Four Million Five Hundred Thousand Dollars ($4,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK (SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$10,000	$1,000	$9,000
Maximum Units	$4,500,000	$450,000	$4,050,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is March 1, 2008

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TRI-CORE COMPANIES, LLC BUSINESS PLAN D1

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

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DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

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1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Four Hundred and Fifty (450) Notes issued by the Company at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of sixty (60%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. This offering will commence on March 1, 2008, and will terminate no later than February 28, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The use of the proceeds is to purchase and develop a water front parcel in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized and Nine Hundred (900) Membership Units are issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of the

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upper Sonoran coastline in Sonora, Mexico. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review,

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inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**
  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**
  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**
  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, for a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see **"INVESTOR SUITABILITY REQUIREMENTS"**). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before proceeds can be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such

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Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized

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personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "**TERMS OF THE OFFERING**").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Four Hundred and Fifty (450) Notes of the Company to potential investors at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of sixty (60%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. All principal shall be paid at maturity (24 months). Interest shall be paid at maturity (24 months). The principal and any interest due on said principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date can not be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property.

The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the title to the property until all note holders will be paid in full.

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6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	**Percent of Proceeds**
Proceeds From the Sale of Notes	$4,500,000	100.00%

Application of Proceeds

Offering Expenses (1)	$ 100,000	2.22%
Commissions (2)	$ 450,000	10.00%
Total Offering Expenses & Fees	**$ 550,000**	**12.22%**
Land Purchase (5)	$1,500,000	33.34%
General Project Expenses	$ 280,000	6.22%
On-Site Work	$ 325,000	7.22%
Soft Cost	$ 350,000	7.78%
Marketing	$ 480,000	10.67%
Administration (3)	$ 615,000	13.67%
Contingency	$ 400,000	8.89%
Net Offering Proceeds	**$3,950,000**	**87.78%**
Total Application of Proceeds	**$4,500,000**	**100.00%**

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Includes Scottsdale and Mexico offices; legal and accounting fees.

(4) No minimum has been set for this offering.

(5) Amount due to Tri-Core Business Development, LLC for inter-company transfer of title to Tri-Core Companies, LLC.

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Four Hundred and Fifty (450) Notes or Four Million Five Hundred Thousand ($4,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	-0-	$4,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$4,500,100

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Four Million Five Hundred Thousand ($4,500,000) Dollars of Notes to selected investors, effective on March 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

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12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to usual federal and state laws, rules and regulations . The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

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12.7 GENERAL ECONOMY

The Company is subject to the Mexican and U.S. Economy and its effect on consumer confidence and spending.

12.8 DEPENDANCY ON SUPPLIERS AND BUILDING TRADES

Since the Company is dependent on building materials and the general building trades, any shortage or slowdown could affect timetables.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Ten Thousand ($10,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND

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INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

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15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

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6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million ($5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

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17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in **"INVESTOR SUITABILITY REQUIREMENTS."**

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

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COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Ten Thousand ($10,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 28, 2010.

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20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Leslie Babcock
Signature

12/22/09
Date

Leslie Babcock
Print Name

CONFIDENTIAL

CONFIDENTIAL

EXHIBIT A

SUBSCRIPTION AGREEMENT

TRI_C006176

Print Name of Subscriber: Leslie babcock

Amount Loaned: $ 23,572.04

Number of Notes: 2.357

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MAXIMUM OF FOUR HUNDRED AND FIFTY (450) SECURED PROMISSORY NOTES

TEN THOUSAND ($10,000) DOLLARS PER NOTE

MARCH 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

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Each subscriber for the Secured Promissory Notes, Ten Thousand ($10,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Tri-Core Companies LLC and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Ten Thousand ($10,000) per Note), to ***Tri-Core Companies, LLC***. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

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Print Name of Subscriber: **Leslie Babcock**

Amount Loaned: **$** 23,572.04

Number of Notes: 2.357

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road – Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for 2.357 Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Ten Thousand ($10,000) Dollars per Note for an aggregate loan of **$ 23,572.04** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated March 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Ten Thousand ($10,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, with no minimum subscription (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Four Million Five Hundred Thousand ($4,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by ***check made payable to the order of Tri-Core Companies, LLC*** in the amount indicated above.

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5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

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(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite company power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

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degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

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(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

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(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated there under by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

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prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

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12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

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IN WITNESS WHEREOF, the undersigned, by his, her, or its execution hereof, has read and approved this Subscription Agreement and agrees to be bound by this Agreement.

Executed this _____ day of _____, 2009, at _____ (City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned *(circle one)*: **[is]** **[is not]** a citizen or resident of the United States.

Print Name of Individual	**Print Name of Spouse / Co-Investor** ***(if Funds are to be invested in Joint Name or are Community Property)***
Print Social Security Number of Individual	**Print Social Security Number of Spouse or Co-Investor** ***(if Funds are to be Invested in Joint Name or are Community Property)***
Signature of Individual	**Signature of Spouse / Co-Investor** ***(if Funds are to be Invested in Joint Name or are Community Property)***
Print Residential Address:	**Print Residential Telephone Number:**

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If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Entrust Arizona **FBO Leslie Babcock** **Account #[redacted]3321**	[redacted]
Print Name of Partnership, Corporation, Trust, or Other Business Entity	**Print Federal Tax Identification Number**
Leslie Babcock	**Arizona, Maricopa**
Signature of Authorized Representative	**Print Jurisdiction of Entity**
Leslie Babcock	**Account Holder**
Print Name of Authorized Representative	**Print Title of Authorized Representative**
Print Residential Address of Investor:	**Print Residential Telephone Number:**
[redacted] [redacted] Az [redacted]	[redacted]

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ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 22 day of December, 2009.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler – President

By: _____
Jim Hinkeldey – Vice-President

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EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

initials A. **"Nonaccredited Investor".** The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials B. **"Accredited Investor".** The undersigned is an Accredited Investor as defined below (*check applicable box*):

☐1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

☐2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

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☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million ($5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and <u>each</u> equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

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* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

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EXHIBIT B

PROMISSORY NOTE

TRI_C006192

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **$ 23,572,04 Dollars** with a rate of return of sixty percent (60%) compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty or premium at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

1. NOTES

This Note in the principal amount of Ten Thousand ($10,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated March 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

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(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns**. The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied,

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except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices**. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings**. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability**. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law**. This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

(g) **Approval.** By signing below, each party respectively acknowledges that they have read and approved this promissory note.

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Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Jason Todd Mogler
Print Name

12-21
Signature & Date

Holder:

Entrust Arizona Acct.# [redacted]3321
FBO Leslie Babcock
[redacted] AZ [redacted]

Leslie Babcock
Print Name

Leslie Babcock 12/22/09
Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: Leslie Babcock
2. Address of Principal Residence: [redacted] Az

   County: Maricopa
3. Residential Telephone Number : [redacted]
4. Where are you registered to vote (County & State)? Arizona Maricopa
5. Your driver's license is issued by the following state: Arizona
6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

   _____

   _____
7. Please send all correspondence to:

   (1) ✓ Residential Address *[as set forth in item A-2]*

   (2) _____ Business Address *[as set forth in item B-1(a)]*

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8. Date of Birth: [redacted]

9. Country of Citizenship: USA

10. Social Security Number or Tax I.D. Number: [redacted]

11. E-Mail Address: leslie babcock @ [redacted]

B. Occupations and Income

1. Occupation: account manager

   (a) Business Address: [redacted] Ave. [redacted]

   (b) Business Telephone Number: [redacted]

2. Gross income during each of the last two years exceeded:

   (1) _____ $25,000 (3) _____ $50,000

   (2) X $100,000 (4) _____ $200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000.

   (1) _____Yes (2) X No (3)_____Not Applicable

4. Estimated gross income during current year exceeds:

   (1) _____ $25,000 (3) X $50,000

   (2) _____ $100,000 (4) _____ $200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000.

   (1) _____Yes (2) X No (3)_____Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) X $50,000-$100,000 (2) _____$100,000-$250,000 (3) _____$250,000-$500,000

(4) _____$500,000-$750,000 (5) _____$750,000-$1,000,000 (6) _____over $1,000,000

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2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)_____Yes (2)_X_No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_X_No

E. Investment Percentage of Net Worth

If you expect to invest at least $100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)_____Yes (2)_____No (3)_X_Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)_X_Yes (2)_____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Signature Date: 12/22/09

Signature *(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)* Date: _____

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EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase virgin beachfront land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and was chosen because of the access the new Coastal Highway has afforded this area. Prior to the new highway, this area was inaccessible except by rugged four-wheel-drive vehicles. The highway will make this area accessible by automobile for millions of visitors and buyers from the United States.

The Company believes that there will be a major increase in demand for property in this area with the completion of the highway. The highway is currently over three-quarters complete and only a 15-mile portion of the center section remains to be completed. This section is scheduled for completion by the end of Spring 2008.

Business Operations

Ownership and Employees:

The Company is intended to be a very competitive, highly motivated company with a small number of select key employees. The majority of the day to day responsibilities, planning and development tasks will be performed by the principal/managing partners. All other tasks that cannot be performed on behalf of the company by principals or employees will be done by hired contract services. An example of a hired contract service would be accounting.

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

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Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**

  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**

  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**

  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

Market Knowledge and the Property

Knowledge of the Marketplace:

The Principals of the Company have been active in real estate and Mexico for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

The El Golfo area was chosen for the Company's purchases due to its potential appreciation. Some of the driving factors that influenced this decision were:

- The new Coastal Highway;
- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico);
- Its location on a beautiful, pristine, major body of water;
- The quality of the sand beaches ;
- The scenic mountain views of the Baja Peninsula;
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport;
- The $50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is completed and the balance is to be completed by 2008.

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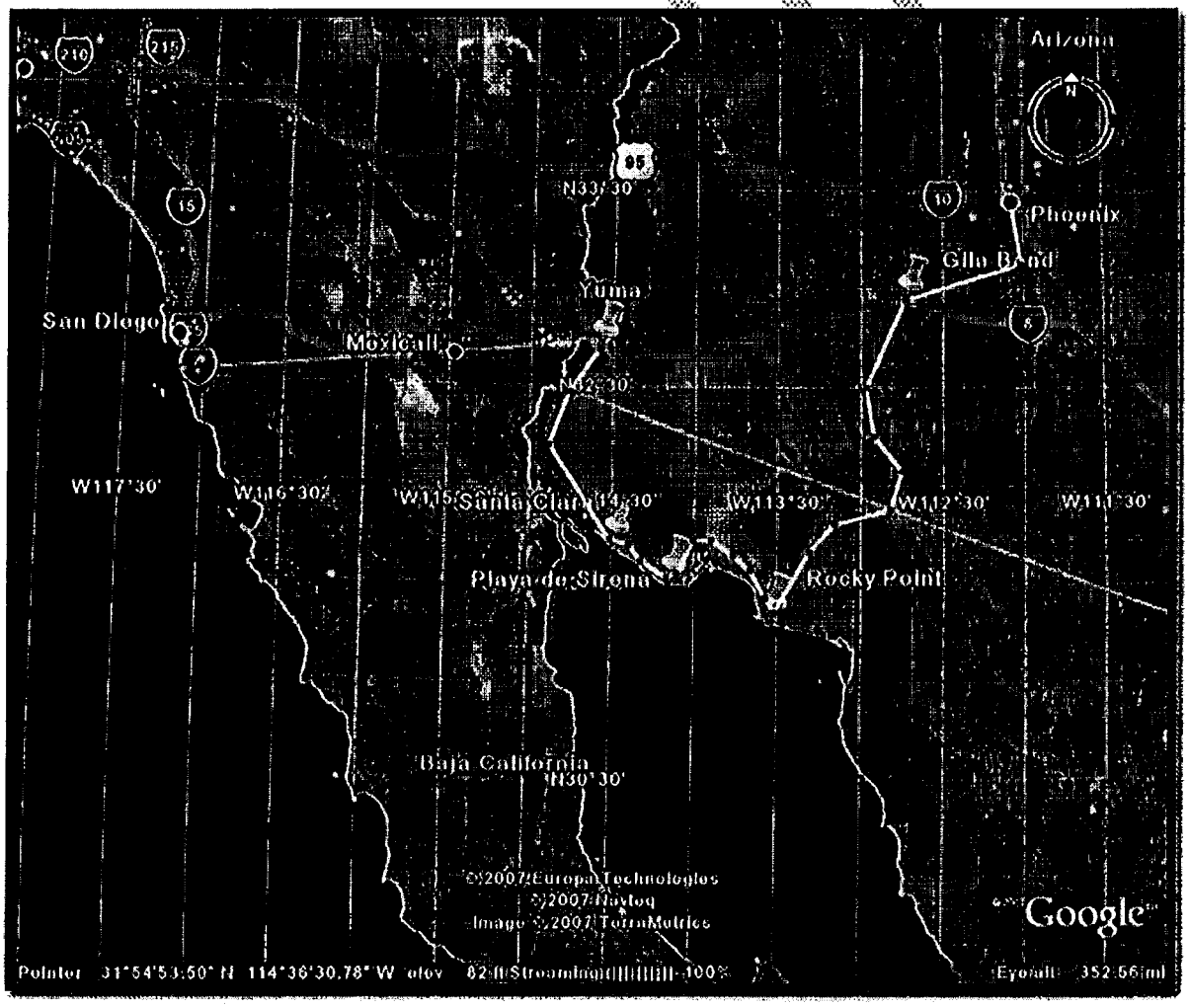
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction and will serve the El Golfo/Rocky Point areas.

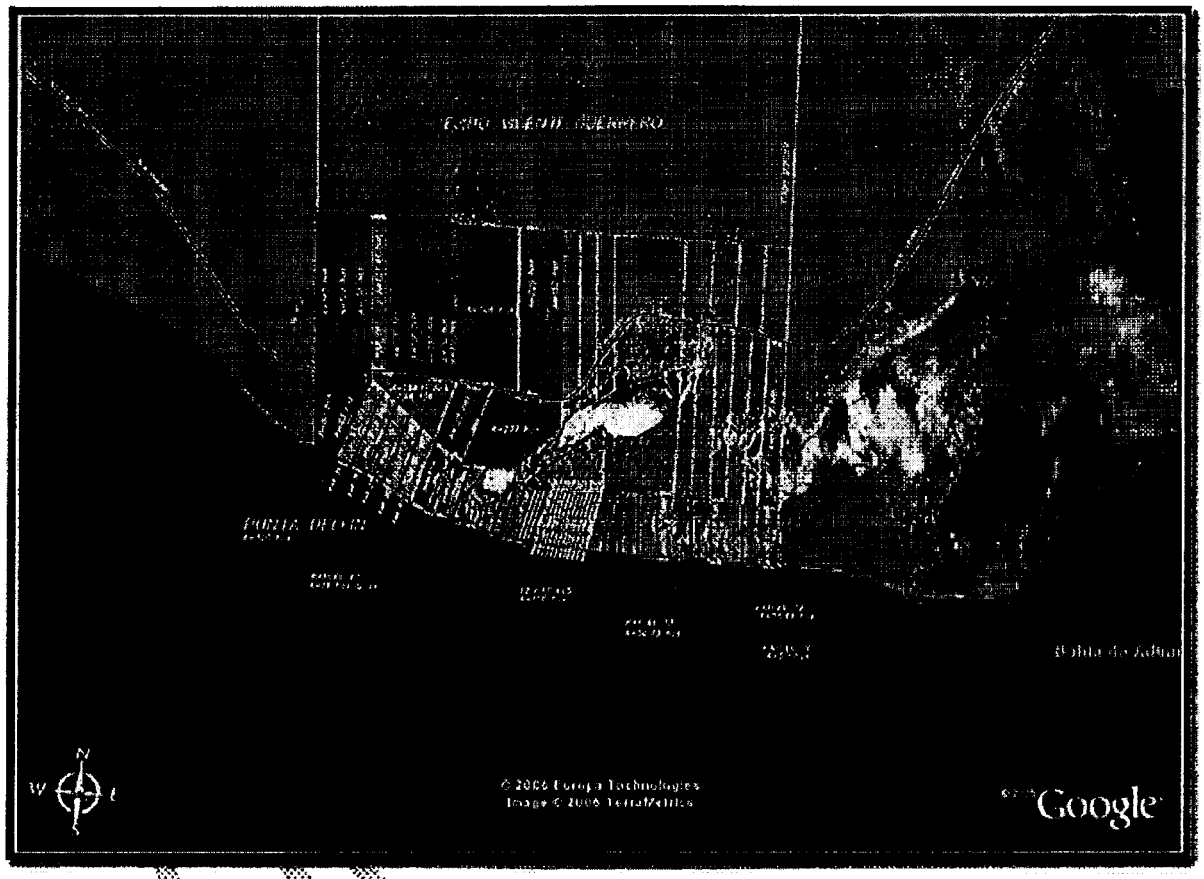
The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of $200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as for longer stays by visitors from all across the United States and Canada.

The Property

Parcel 47 – Relaxante is at the southeastern edge of the town of El Golfo on the Sea of Cortez. It is approximately one hour drive time south of the U.S. /Mexico border at San Luis.



This parcel has approximately 26.75 acres of land with over 640 feet of beautiful sandy beach frontage. There are rolling dunes and wonderful views of the Sea of Cortez and the mountains of the Baja Peninsula. The site is well-adapted for the launching of small boats.



The Proposed Development for Lot 47:

This project is a proposed gated luxury development fronting on and viewing the Sea of Cortez in the rapidly developing area of San Luis Rio Colorado, Sonora, Mexico. The property consists of 10.83+/- hectares (26.8+/- acres) of land on a site overlooking the scenic waterways of the Sea of Cortez and the mountains of the Baja Peninsula to the west. The property has over 200 meters (640+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches of the Sea of Cortez (a.k.a. the Gulf of California).

This project is a proposed mixed-use development, including a gated single-family development of 40+/- villa lots, a 140-unit condominium development, and some commercial facilities.

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Due to topography, the northerly portion of the site contains a mid-rise condominium building. The center portion of the site is gently sloping and will contain the staggered water view lots. The southern beachfront portion of the site contains six beachfront lots, along with a beachfront pool and beach club. Due to the carefully chosen staggered lot placement, all villas and condominium units will enjoy beautiful views of the Sea of Cortez and the mountains of the Baja Peninsula.

Villa lots will be approximately 6,500 square feet in size and the Villas will range in size from 2,400 to 2,600 square feet. The condominium units will be approximately 1,500 square feet with larger units located on the top floors. The six prime waterfront lots will be on the beach – affording wonderful views for miles in each direction and easy water and beach access. The development will provide all the amenities associated with a destination development.

Business Goals

In early 2008, we will be contracting for the necessary survey, topographical map, and environmental studies required for the permitting stage. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters adjacent to the "high water mark" that is currently controlled by the Mexican Government. This is an important concession and we are proceeding forward.

After preliminary discussions with utility suppliers, it is the Company's belief that the use of self-contained utilities are in the best interest of the development. Permits for these utilities will be sought from the municipality of San Luis (the governing entity), in conjunction with our partners.

During the early part of 2008, the Company's primary focus will be on the preparation of the site plan, all required studies, and the gathering of bids for utilities. It is anticipated that by mid-2008, we will be finalizing the preliminary plans in accordance with site reports.

Once the final layout has been concluded, talks with local developers, investors, and realtors in Mexico and the United States will commence. It is the intention that the Company will be in a position to move quickly and efficiently to either sell individual lots or sell the development. The Company foresees the actual sale of the parcels occurring in mid-year 2009.

To ensure further success, the Company will continue to focus on the development of strong relationships with key property professionals (realtors, agents, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good working relationship with several governmental agencies, we will also be working quite diligently throughout the entire developmental process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving a strong and favorable relationship with the governing authorities.

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El Golfo / Rocky Point – General Economic and Area Information:

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation / boating area for Arizona, Nevada, and Southern California in the spring and summer, as well as a perfect destination for "Snowbirds" in the winter – creating a year-round demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time to Rocky Point has been about four-plus hours from Phoenix, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built in the Sandy Beach neighborhood of Rocky Point within the past few years. These are well-designed and constructed developments with many beachfront amenities. These units have generally sold for $300,000 to over $1,500,000, primarily to U.S. residents.

El Golfo is about 25 miles east of Rocky Point. The El Golfo area is near the northern end of the Sea of Cortez and is well protected from adverse weather. Consequently, the waters are generally calm. El Golfo is a picturesque fishing village with long, wide, sandy beaches. The fishermen launch their boats from the sandy beaches directly to the water. There is at present one paved road that ends at El Golfo.

The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes. Accordingly, this whole area between Rocky Point and El Golfo is poised to undergo extensive real estate development. In anticipation of this future growth, a new major border crossing facility is planned for San Luis to help relieve congestion at the present in-town facility. The number of inspection lanes will increase from five to sixteen, and will consequently decrease the time for crossing the border.

For the first time, large U.S. markets from California, Nevada, and Western Arizona will be within a reasonable driving distance. As an example, the Southern California market will have its driving time reduced from approximately eight hours to just around four hours. There are many resort areas of Mexico with extensive development taking place, however, there are only limited areas on the calm waters of the Sea of Cortez that have good driving access from the United States.

The new highway is the driving force that has dramatically changed access to this area. It is the Company's belief that since prime oceanfront land in this area's acreage is limited, the demand for this property will be strong. This belief is further strengthened by its aggressive promotion of Relaxante to the new markets of California, Nevada, and Western Arizona.

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Proforma

Parcel 47 Pro Forma - 26.75 acre (10.84 Ha.) Sale Project to a Developer March 2008		TOTALS
REVENUE		
Sales Price Developer		$14,200,000
Total Revenue		**$14,200,000**
Finder's Fee	4%	$568,000
Total Net Revenue		**$13,632,000**
EXPENSES		
ON-SITE WORK		
Mass Excavation / Fill & Grading		$200,000
Gated Entryway		$25,000
Perimeter Wall		$100,000
Total Onsite Work		**$325,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL		
Administrative (Taxes, Permits & Licensing)		$50,000
NATAWA Bond		$200,000
Legal		$100,000
Total General Expenses		**$350,000**
GENERAL PROJECT EXPENSES		
Project Master Plan		$80,000
Engineering		$50,000
Boundary and Topographic Survey		$20,000
Concept Approval, Zoning, Environmental		$130,000
Total General Project Expenses		**$280,000**
TOTAL EXPENSES		
Project Contingency		$95,500
Principal and Interest		$11,520,000
Total Expenses, Contingency, and Interest		**$12,570,500**
Net Income		$1,061,500

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Parcel 47 Pro Forma - 26.75 acre (10.84 Ha.) Vertical on Condos , Vertical on Villas March 2008	TOTALS				
	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
UNITS					
Condo Tower Units	140				
Ocean View Villas	38				178
REVENUE					
Condo Tower Units		1,500		$300,000	$42,000,000
Ocean View Villas		2,500		$1,300,000	$49,400,000
Total Revenue					**$91,400,000**
INFRASTUCTURE TAKE-OUTS					
NATAWA ($30k x 178 Units)					$5,340,000
SALES COMMISSIONS					
Sales Commissions	6%				$5,484,000
Total Sales Commissions					**$5,484,000**
Total Net Revenue					**$80,576,000**
EXPENSES					
PROJECT ACQUISITION					**$14,200,000**
AMENITIES CONSTRUCTION					
Landscape and Irrigation System					$80,000
Grading					$95,000
Beach Club					$1,000,000
18- Hole Putting Course					$500,000
Construction Office					$215,000
Total Amenities					**$1,890,000**

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Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Condo Tower Units					
Construction	140	1,500	110		$23,100,000
Architectural (4% of construction costs)			4.0%		$924,000
Total Condominiums					**$24,024,000**
Ocean View Villas					
Construction	38	2,500	125		$11,875,000
Architectural (4% of construction costs)			4.0%		$475,000
Total Ocean View Villas					**$12,350,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL					
Administrative (Taxes, Permits & Licensing)					$550,000
Accounting					$80,000
Legal					$322,500
Total General Expenses					**$952,500**
MARKETING					
Initial Launch					$860,000
Marketing (% of gross sales)			5%		4,570,000
Total Marketing					**$5,430,000**
GENERAL PROJECT EXPENSES					
Construction Camp					
Temporary Utilities (Power, Sewer, Water)					$107,500
Bunk House (4 people per room)	50	200	$40		$400,000
Mess Hall					$43,000
Medical Operating Cost ($5,000 per month)					$240,000
Security (Temporary)					$150,000
Gatehouse					$30,000
Employee Housing					$800,000
Offsite (Scottsdale 3,000sf, @ $3 sf 4 yrs)					$423,000
Offsite (San Diego 2,000sf, @ $3 sf 4yrs)					$288,000
Offsite (Rocky Point 2,000sf, @ $3 sf 4 yrs)					$288,000
Temporary Sales Office					$12,900
Sales Office					$43,000
Job Supervision & Coordination					$100,000
Total General Project Expenses					**$2,925,400**
TOTAL EXPENSES					**$61,771,900**

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Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Project Contingency	5%				3,088,595
Interest (Debt Service)					1,440,000
Total Expenses, Contingency and Interest					**$66,300,495**
Net Income					**$14,275,505**
Cumulative					**15.6%**

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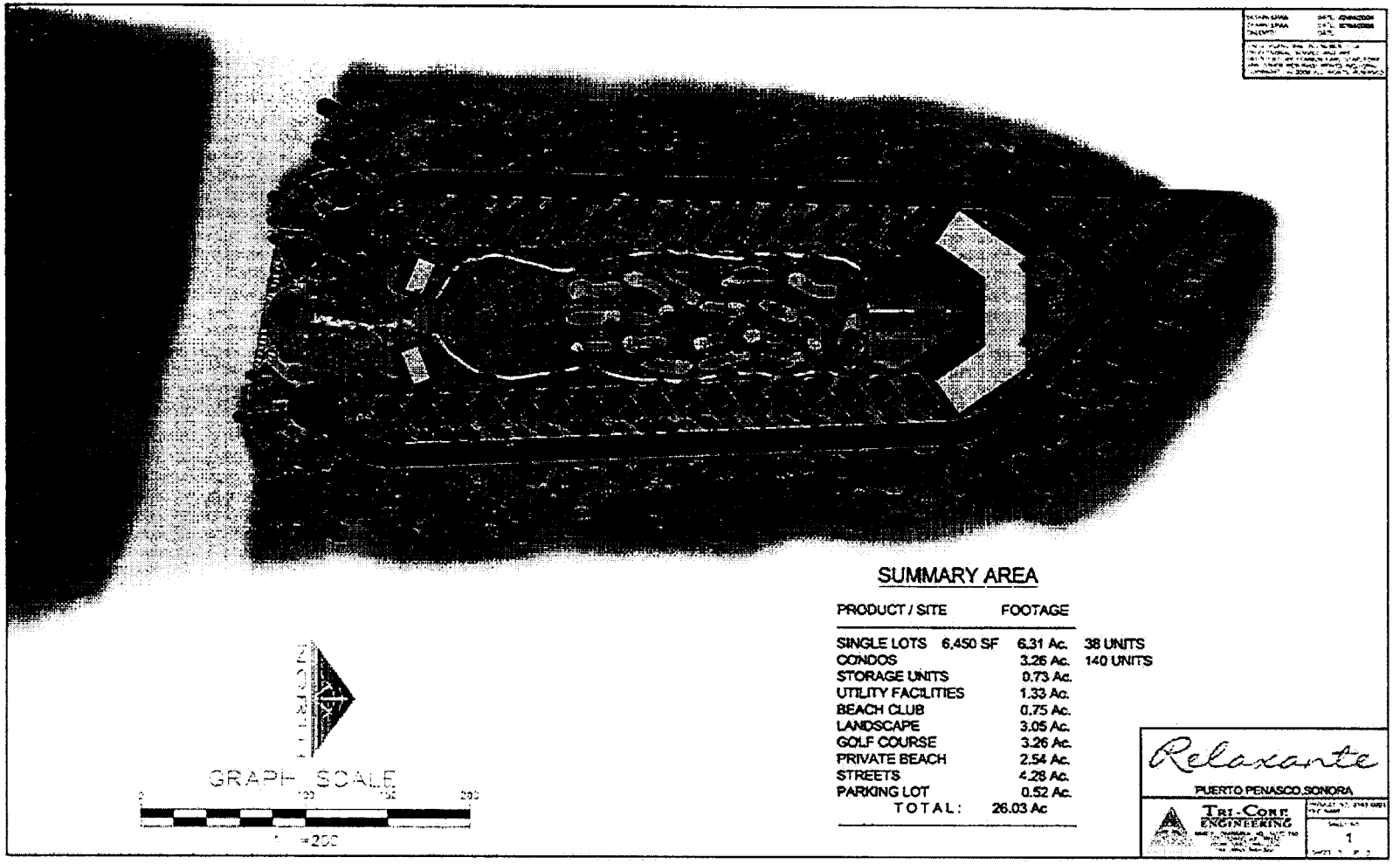
COMPANIES LLC

Site Plan



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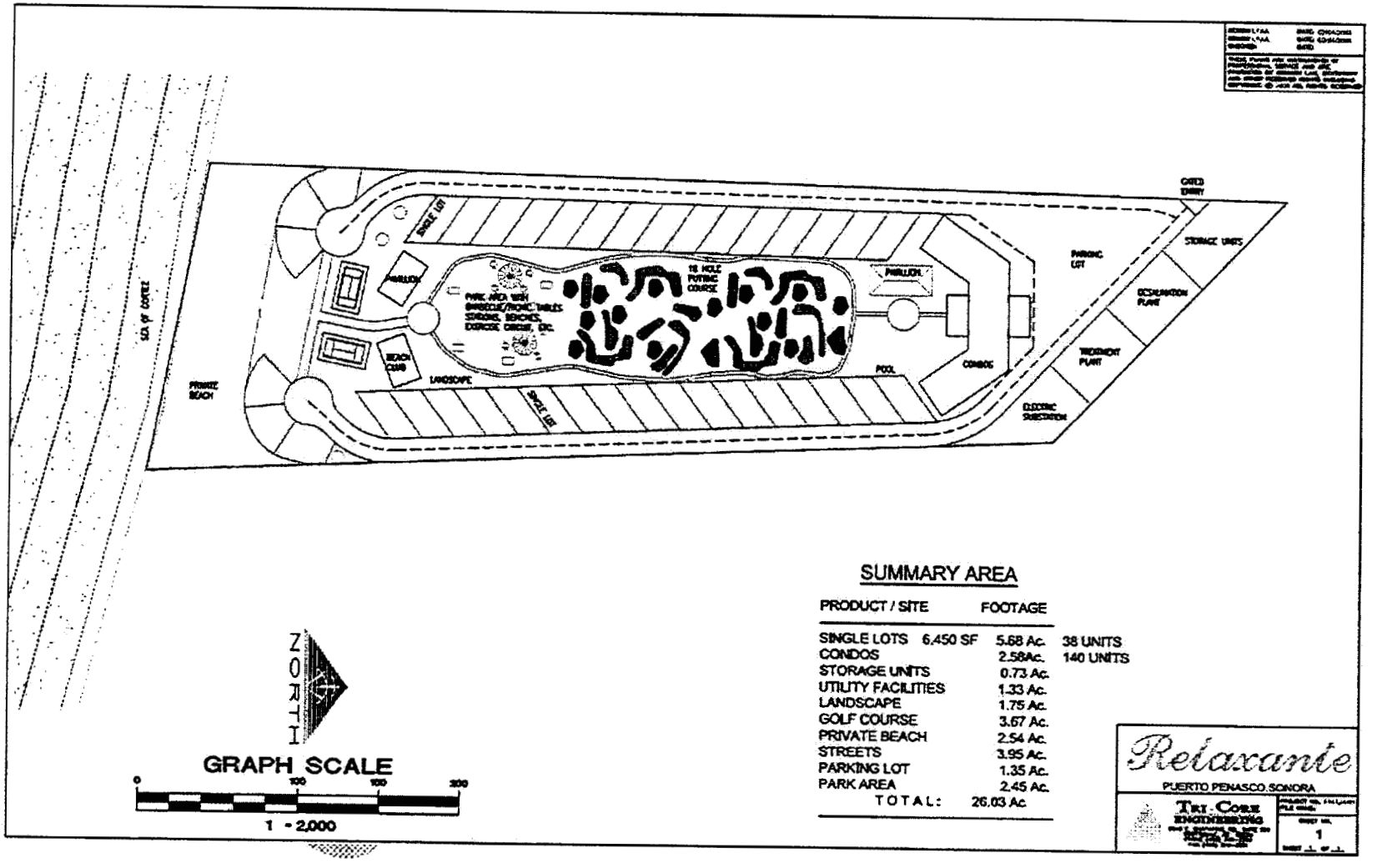

SUMMARY AREA

PRODUCT / SITE		FOOTAGE	
SINGLE LOTS	6,450 SF	5.68 Ac.	38 UNITS
CONDOS		2.58Ac.	140 UNITS
STORAGE UNITS		0.73 Ac.	
UTILITY FACILITIES		1.33 Ac.	
LANDSCAPE		1.75 Ac.	
GOLF COURSE		3.67 Ac.	
PRIVATE BEACH		2.54 Ac.	
STREETS		3.95 Ac.	
PARKING LOT		1.35 Ac.	
PARK AREA		2.45 Ac.	
TOTAL:		26.03 Ac	

Relaxante

PUERTO PENASCO, SONORA

TRI-CORE ENGINEERING

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Articles of Interest

Plans To Designate 400M Pesos To Roads, Electricity, and Water During 2008

Funding expands to support three main infrastructure projects

(http://defrente.puerto-penasco.com/editions/452/003.html)

Press Bulletin
Issue #452

With a projected investment of 400 million pesos (~$36.8M USD) the Director of Public Works is planning to continue during 2008 the integral project of city paving and electrification and water supply to the new neighborhoods - as well as enlarge the city's drainage network to improve the city's image.

Marco David Rangel Lopez, director of the afore mentioned office, said that it cannot be doubted that among the priorities of Mayor Heriberto Renteria Sanchez is the unprecedented Paving Works Project, for which he is obtaining a package of Federal Government resources around 100 million pesos (~$9.2M USD).

Rangel Lopez said that they want to continue with the pavement work on another 20 avenues and boulevards, covering a surface of more than 700 thousand square meters, in addition to the package of streets repaired during this past year. If this project is accomplished in full, the percentage of paved streets in our city will rise from 18% to 40%.

Moreover within the projects for 2008, the Director of Public Works mentioned that they will include the installation of the drainage network for the northwest sector of the city with and investment close to 60 million pesos (~$5.5M USD).

At the same time they will work on the construction and maintenance of sidewalks at the main boulevards and avenues, not forgetting the purpose of improving the image of the old harbor sector where financial resources are designated for around 90 million pesos of improvements (~$8.3M USD) according with the executive plan approved by the city council.

To continue with the electrification in the New Peñasco and San Rafael neighborhoods, it is an investment of at least 15 million pesos (~$1.38M USD) is designated for 2008, and it is also planned to attend to the delayed work on the water supply and they will also program to provide basic services.

He added that among the plans and projects for this year are actions for benefit of schools with the construction of classrooms, fences, tile roofs and to attend several requests channeled through the Sonorense Program of Social Participation (PASOS) and the Direction of Social Development.

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He also added that currently they have a work plan with more than 200 projects of pavement works, urban improvement, basic services, schools and religious centers, that will be accomplished according with the flow of the municipal resources as well as with the resources assigned from the state and federal governments - and in some cases with assistance from credit entities.

CANACO Reports A Good 2007, Optimistic Forecast For 2008

Border Governor's Conference, Tourism, Development All Bode Well For Peñasco In 2008, Says CANACO

(http://defrente.puerto-penasco.com/editions/451/002.html)

By Ivan Bravo Lopez
Issue #451

Even though the last month of the year suffered a significant decrease in many commercial areas, CANACO (Camara Nacional de Comercio de la Ciudad de Mexico - Mexico's System of Local Chambers of Commerce and Development) managed to close out a good year according to its director Arturo Rodriguez Rico. CANACO met their goals and more, as evidenced by the meeting of the border state governors, which was seen as a huge success.

Arturo Rodriguez Rico, President of the National Chamber of Commerce (CANACO) said that despite the economic recession suffered by the US, many associates of CANACO with business interests are closing out the year very well. That is due the fact that December is the month with the biggest increase in sales.

"It was a positive year for the growth and development of the economy of Puerto Peñasco; we were the hosts of the most important event in the history of this port, the meeting of the border state governors. It was a huge success and received publicity worldwide, publicity that would have cost the Chamber of Commerce millions of pesos but was completely free. Its results will hopefully be noticeable in 2008 and 2009," he said.

The president of CANACO said that many State Programs came to Puerto Peñasco and accomplished important improvements. Authorities from SEDESOL (Mexico's Secretariat of Social Development) and PASOS have constantly visited our port to support and encourage the associated merchants of CANACO.

"Guatimoc Iberri Gonzalez and 'Chito' Celaya have repeatedly visited us and they have brought important projects to Puerto Peñasco that are already underway, which shows that the State Authorities care about those who live and own businesses here," he said.

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"There are many projects in Puerto Peñasco that were already in place as well as new ones. Although some have not yet started, we are taking full advantage of those already here which will help the chance of further improvements next year," said Arturo Rodriguez Rico.

He also pointed out that cross-border traffic is expected to only will rise in the upcoming years and that that will bring other economic benefits, as the economic structure in the port depends mostly on tourism.

"Puerto Peñasco depends on tourism, and with the opening of the new international airport and with the improvements at the border crossings, CANACO is expecting an economic boom to take place. In past years and in 2007 we expected tourism mainly from Arizona. But with the new infrastructure next year we expect tourists from California and Colorado, as well as people that will come by air on new commercial flights. So we are expecting a sudden increase to the economy since Puerto Peñasco is an excellent destination," said the president of CANACO.

He also added that due to the stop of the developers, the last months of the year were economically weak, but that the economy typically comes back to normality beginning with the first trimester of the year. A few U.S. holidays are coming up that brings surges of tourists who prefer to come to Puerto Peñasco for their vacations. He also commented that the 'snowbirds' – the seasonal visitors from outside the Southwest regions – are starting to arrive to this port early this year, and with them the associates of CANACO will benefit.

To finalize, Arturo Rodriguez Rico said that there are more than 300 members associated with CANACO, and that next year they will look for more members to join the Chamber to help strengthen and create newer and better programs.

Peñasco Maintains Strong Flow Of Tourism

Real Estate Crisis Believed to Have Already Hit Bottom

(http://www.visitrockypoint.com/?p=2900)

Despite the undeniable a negative effects of the economic downturn in the United States, Which has already hit bottom, throughout 2007 Puerto Peñasco maintained a high rate of tourism and sustains a clear upward tendency, revealed Epifanio Salido Pavlovich, head of the Sonora Commission on the Promotion of Tourism.

Salido Pavlovich detailed that by the end of the year, foreign tourism had increased by nearly 11%, topping out at 1,700,000 visitors, 80% of these from Arizona. Likewise, national tourism increased by 14% totaling more than 400,000 visitors. Therefore, reports for 2007 registered a grand total of 2.1 million tourists to the area.

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The tourism official remarked that although there remain many challenges to address, the city's potential continues to be positive and the area is still the star destination in Sonora. He added that the state and municipal governments are jointly working on efforts to focus on areas that are lacking.

Salido Pavlovich stated that in 2008 they will have to generate concrete solutions in the areas of housing, potable water and others of basic infrastructures brought on by the same "boom" in tourism.

He stated that the 2007 economic downturn and real estate crisis in the United States had a strong impact on Peñasco. However, he stated, this is something that has already hit bottom and now phase of recuperation can be expected.

He believes that by mid-2008 the economic crisis will have passed, and added that till now this has not caused the withdrawal of investments from the port.

The coordinator for the Sonora Commission on the Promotion of Tourism remarked that, despite everything, the annual average for Puerto Peñasco has been favorable. He added that though there was a slowdown in investment, the flow of tourism did not drop; to the contrary, this remained at high levels.

He reiterated that the crisis has already hit bottom and period of recuperation has begun. He expects that this will positively impact the city as the shining northwestern part of the country in the area of tourism.

OWNING REAL ESTATE IN ROCKY POINT

From the "Real Estate Guide Rocky Point", January 2008

(http://www.atrockypoint.com/article_owning_real_estate_in_rocky_point)

"Real estate in Rocky Point has been a flourishing business for the past ten years..."

Imagine the joys of a winter home that makes you money whenever you are not staying in it. This kind of place would be beautiful to visit, comfortable and easy to live in, and ready for you whenever you want because it would be yours. A timeshare cannot offer you all of that no matter how desirable the location, since it can be difficult to get the time slots that you want and even harder during peak vacation time. A timeshare cannot give you everything you need to have the perfect getaway whenever you want, but a condo in a place like Rocky Point, Mexico can.

Rocky Point, also known as Puerto Peñasco, is one of the most incredible real estate locations in Mexico. Invest in Mexico and you can retire to your beachfront condo whenever you wish to enjoy days filled with sun, sand, golfing, fishing, and anything else you could desire from an ocean side paradise. Your

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oceanfront/ Ocean view home or condo will be waiting for your return whenever you are away, and you will surely wish to retire to Rocky Point's idyllic setting after spending vacation after vacation in sunny bliss. Owning Real Estate in this growing market can also be a greatly profitable adventure. The typical American has only two to four weeks of vacation time per year, and for the other forty eight weeks, your vacation property would normally sit empty, awaiting you. To keep your property on the Sea of Cortez working for you, hire a local property management company like Oceano Rentals or Sea Side Reservations, to keep your place looking fresh and lovely and rent your condo out as a vacation rental to others looking to enjoy the wonders of Rocky Point.

Real estate in Rocky Point has been a flourishing business for the past ten years because of the high profitability and constantly increasing prices of the local properties. Even just a couple of years of property ownership could translate into big money for interested investors, and getting a great vacation home that pays for itself is no small benefit either. You may become so enamored with your property in Rocky Point that you will not be willing to sell it! Current market conditions are definitely in favor of those who want to purchase, so do your research, hire a certified agent to guide you through the process and start looking at potential ocean side properties.

Owning real estate in this lovely tourist destination means living in the lap of luxury. The beautiful and luxurious condominium projects and other properties in this city are made for the comfort and delight of their residents, even short term residents like yourself. Glance out the window of your condo and watch the dolphins and play in the tranquil waters of the Sea of Cortez. Enjoy sunshine on the beach or adventures beneath the waves, and fall in love with this incredible location. Your investment property may be just waiting for you in sunny Mexico and now is the time to make the smart move that you have been dreaming of. Take advantage of current market conditions, and invest now!

Investing in a condominium in Rocky Point could be a smart investment choice for those who are looking to invest in Mexico. You will have a vacation home to enjoy only 60 miles south of the US border, and be able to enjoy the beautiful Sea of Cortez on your future vacations. Potentially you could be able to resell the condo for a great profit in a few years, if you don't decide to retire to Mexico entirely. With all of these incredible benefits, what could be better?

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TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN ONE COPY OF THIS DOCUMENT TO US IN THE PROVIDED RETURN PACKAGING.

PLEASE KEEP ONE COPY OF THIS DOCUMENT FOR YOUR PERSONAL RECORDS.

TRI-CORE
COMPANIES LLC

Memorandum#: Leslie Torgerson Referral: Casimer Polancheck

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

$4,500,000

$10,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
60% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $25,600 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Four Hundred and Fifty (450) Secured Promissory Notes ("Notes") at an offering price of Ten Thousand ($10,000) Dollars per Note, for a maximum total of Four Million Five Hundred Thousand Dollars ($4,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK (SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$10,000	$1,000	$9,000
Maximum Units	$4,500,000	$450,000	$4,050,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is March 1, 2008

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

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DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

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1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Four Hundred and Fifty (450) Notes issued by the Company at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of sixty (60%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. This offering will commence on March 1, 2008, and will terminate no later than February 28, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The use of the proceeds is to purchase and develop a water front parcel in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized and Nine Hundred (900) Membership Units are issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of the

upper Sonoran coastline in Sonora, Mexico. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review,

inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**
  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**
  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**
  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, for a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before proceeds can be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such

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Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized

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personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see "**TERMS OF THE OFFERING**").

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Four Hundred and Fifty (450) Notes of the Company to potential investors at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of sixty (60%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. All principal shall be paid at maturity (24 months). Interest shall be paid at maturity (24 months). The principal and any interest due on said principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date can not be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property.

The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the title to the property until all note holders will be paid in full.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	**Percent of Proceeds**
Proceeds From the Sale of Notes	$4,500,000	100.00%

Application of Proceeds

Offering Expenses (1)	$ 100,000	2.22%
Commissions (2)	$ 450,000	10.00%
Total Offering Expenses & Fees	**$ 550,000**	**12.22%**
Land Purchase (5)	$1,500,000	33.34%
General Project Expenses	$ 280,000	6.22%
On-Site Work	$ 325,000	7.22%
Soft Cost	$ 350,000	7.78%
Marketing	$ 480,000	10.67%
Administration (3)	$ 615,000	13.67%
Contingency	$ 400,000	8.89%
Net Offering Proceeds	**$3,950,000**	**87.78%**
Total Application of Proceeds	**$4,500,000**	**100.00%**

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Includes Scottsdale and Mexico offices; legal and accounting fees.

(4) No minimum has been set for this offering.

(5) Amount due to Tri-Core Business Development, LLC for inter-company transfer of title to Tri-Core Companies, LLC.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Four Hundred and Fifty (450) Notes or Four Million Five Hundred Thousand ($4,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	-0-	$4,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$4,500,100

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Four Million Five Hundred Thousand ($4,500,000) Dollars of Notes to selected investors, effective on March 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

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12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to usual federal and state laws, rules and regulations . The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

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12.7 GENERAL ECONOMY

The Company is subject to the Mexican and U.S. Economy and its effect on consumer confidence and spending.

12.8 DEPENDANCY ON SUPPLIERS AND BUILDING TRADES

Since the Company is dependent on building materials and the general building trades, any shortage or slowdown could affect timetables.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Ten Thousand ($10,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND

INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

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6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million ($5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

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17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in **"INVESTOR SUITABILITY REQUIREMENTS."**

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

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COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Ten Thousand ($10,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 28, 2009.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Leslie Torgerson
Signature

1/20/09
Date

Leslie Torgerson
Print Name

EXHIBIT A

SUBSCRIPTION AGREEMENT

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Print Name of Subscriber: Leslie Torgerson

Amount Loaned: $ 10,000.00

Number of Notes: 1 (one)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MAXIMUM OF FOUR HUNDRED AND FIFTY (450) SECURED PROMISSORY NOTES

TEN THOUSAND ($10,000) DOLLARS PER NOTE

MARCH 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

Each subscriber for the Secured Promissory Notes, Ten Thousand ($10,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Tri-Core Companies LLC and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Ten Thousand ($10,000) per Note), to ***Tri-Core Companies, LLC***. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: **Leslie Torgerson**

Amount Loaned: $ 10,000.00

Number of Notes: 1 (one)

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road – Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for **1(one)** Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Ten Thousand ($10,000) Dollars per Note for an aggregate loan of **$10,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated March 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Ten Thousand ($10,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, with no minimum subscription (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Four Million Five Hundred Thousand ($4,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by ***check made payable to the order of Tri-Core Companies, LLC*** in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite company power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

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(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

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(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated there under by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his, her, or its execution hereof, has read and approved this Subscription Agreement and agrees to be bound by this Agreement.

Executed this 20th day of January, 2009, at Scottsdale (City), Az. (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned *(circle one)*: **[is]** **[is not]** a citizen or resident of the United States.

Leslie Torgerson **Print Name of Individual**	**Print Name of Spouse / Co-Investor** ***(if Funds are to be invested in Joint Name or are Community Property)***
[redacted] **Print Social Security Number of Individual**	**Print Social Security Number of Spouse or Co-Investor** ***(if Funds are to be Invested in Joint Name or are Community Property)***
Leslie Torgerson **Signature of Individual**	**Signature of Spouse / Co-Investor** ***(if Funds are to be Invested in Joint Name or are Community Property)***
Print Residential Address: [redacted] [redacted] AZ [redacted]	**Print Residential Telephone Number:** [redacted]

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation, Trust, or Other Business Entity	**Print Federal Tax Identification Number**
Signature of Authorized Representative	**Print Jurisdiction of Entity**
Print Name of Authorized Representative	**Print Title of Authorized Representative**
Print Residential Address of Investor:	**Print Residential Telephone Number:**

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2008.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler – President

By: _____
Jim Hinkeldey – Vice-President

EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

_____ *initials* A. **"Nonaccredited Investor".** The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

_____ *initials* B. **"Accredited Investor".** The undersigned is an Accredited Investor as defined below (*check applicable box*):

☐1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

☐2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million ($5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and <u>each</u> equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

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EXHIBIT B

PROMISSORY NOTE

TRI_C006256

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **$ 10,000.00 Dollars** with a rate of return of sixty percent (60%) compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty or premium at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

1. NOTES

This Note in the principal amount of Ten Thousand ($10,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated March 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns**. The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied,

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except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices**. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings**. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability**. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law**. This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

(g) **Approval.** By signing below, each party respectively acknowledges that they have read and approved this promissory note.

Maker:	**Holder:**
Tri-Core Companies, LLC, An Arizona Company 8840 E. Chaparral Road - Suite 150 Scottsdale, AZ 85250	**Leslie Torgerson** [redacted] [redacted] Az [redacted]
Jason T. Mogler - President Print Name	Leslie Torgerson Print Name
Jan 8, 2009 Signature & Date	1/20/09 Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: Leslie Torgerson
2. Address of Principal Residence: [redacted] Az

   County: Maricopa
3. Residential Telephone Number : [redacted]
4. Where are you registered to vote (County & State)? Maricopa, Az.
5. Your driver's license is issued by the following state: [redacted]
6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

   _____

   _____
7. Please send all correspondence to:

   (1) _____ Residential Address *[as set forth in item A-2]*

   (2) _____ Business Address *[as set forth in item B-1(a)]*

8. Date of Birth: [redacted]

9. Country of Citizenship: USA

10. Social Security Number or Tax I.D. Number: [redacted]

11. E-Mail Address: Hurgerson@[redacted]

B. Occupations and Income

1. Occupation: Commercial account manager

   (a) Business Address [redacted]

   [redacted], Az. [redacted]

   (b) Business Telephone Numbe [redacted]

2. Gross income during each of the last two years exceeded:

   (1) _____ $25,000 (3) X $50,000

   (2) _____ $100,000 (4) _____ $200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000.

   (1) _____Yes (2) _____No (3) X Not Applicable

4. Estimated gross income during current year exceeds:

   (1) _____ $25,000 (3) X $50,000

   (2) _____ $100,000 (4) _____ $200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000.

   (1) _____Yes (2) _____No (3) X Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____$50,000-$100,000 (2) X $100,000-$250,000 (3) _____$250,000-$500,000

(4) _____$500,000-$750,000 (5) _____$750,000-$1,000,000 (6) _____over $1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)_X_Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_X_No

E. Investment Percentage of Net Worth

If you expect to invest at least $100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)_____Yes (2)_____No (3)_X_Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)_X_Yes (2)_____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Leslie Torgerson
Signature

Date: 1/20/09

Signature *(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)*

Date: _____

EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase virgin beachfront land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and was chosen because of the access the new Coastal Highway has afforded this area. Prior to the new highway, this area was inaccessible except by rugged four-wheel-drive vehicles. The highway will make this area accessible by automobile for millions of visitors and buyers from the United States.

The Company believes that there will be a major increase in demand for property in this area with the completion of the highway. The highway is currently over three-quarters complete and only a 15-mile portion of the center section remains to be completed. This section is scheduled for completion by the end of Spring 2008.

Business Operations

Ownership and Employees:

The Company is intended to be a very competitive, highly motivated company with a small number of select key employees. The majority of the day to day responsibilities, planning and development tasks will be performed by the principal/managing partners. All other tasks that cannot be performed on behalf of the company by principals or employees will be done by hired contract services. An example of a hired contract service would be accounting.

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

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Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**

  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**

  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**

  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

Market Knowledge and the Property

Knowledge of the Marketplace:

The Principals of the Company have been active in real estate and Mexico for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

The El Golfo area was chosen for the Company's purchases due to its potential appreciation. Some of the driving factors that influenced this decision were:

- The new Coastal Highway;
- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico);
- Its location on a beautiful, pristine, major body of water;
- The quality of the sand beaches ;
- The scenic mountain views of the Baja Peninsula;
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport;
- The $50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is completed and the balance is to be completed by 2008.

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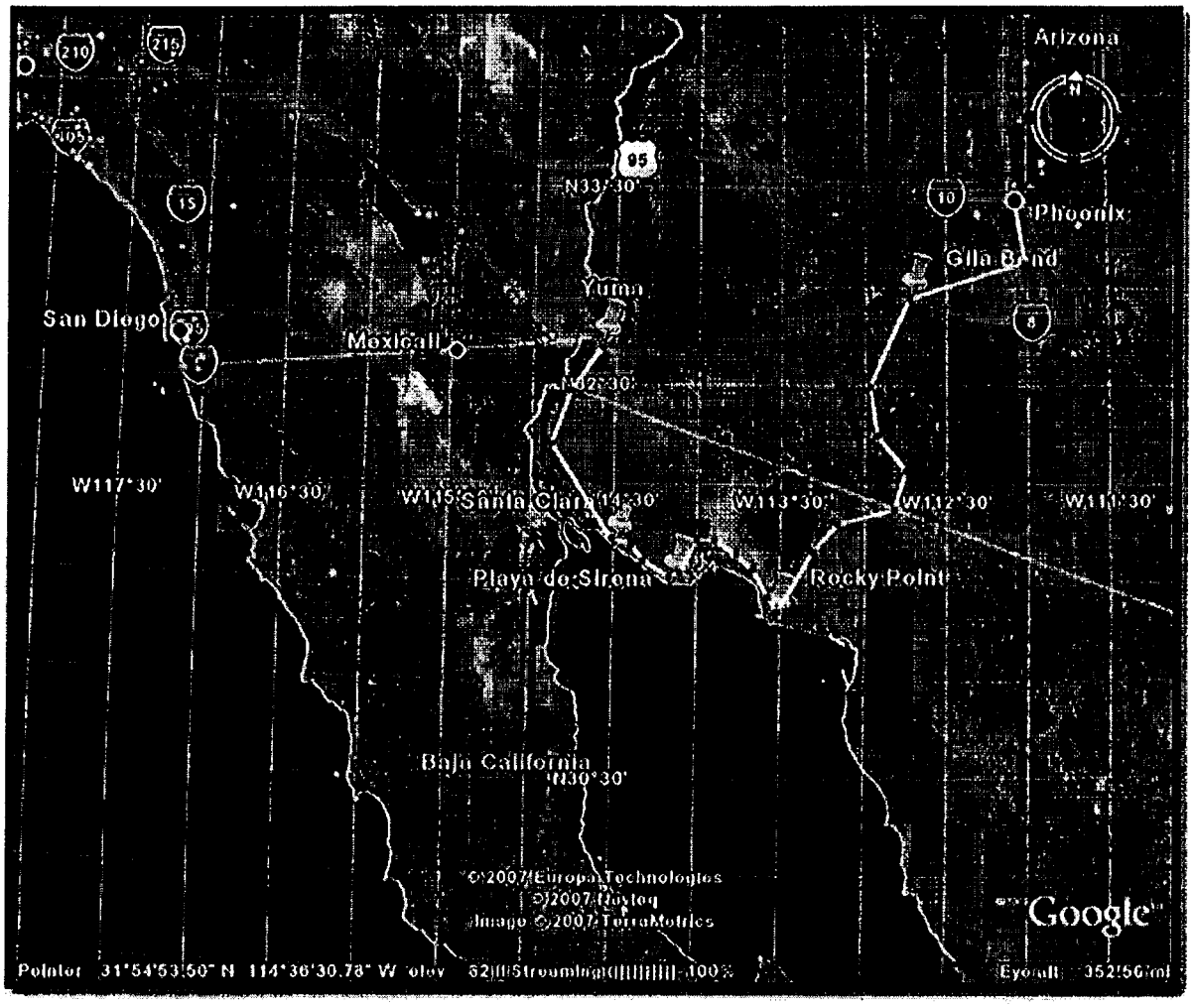
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction and will serve the El Golfo/Rocky Point areas.

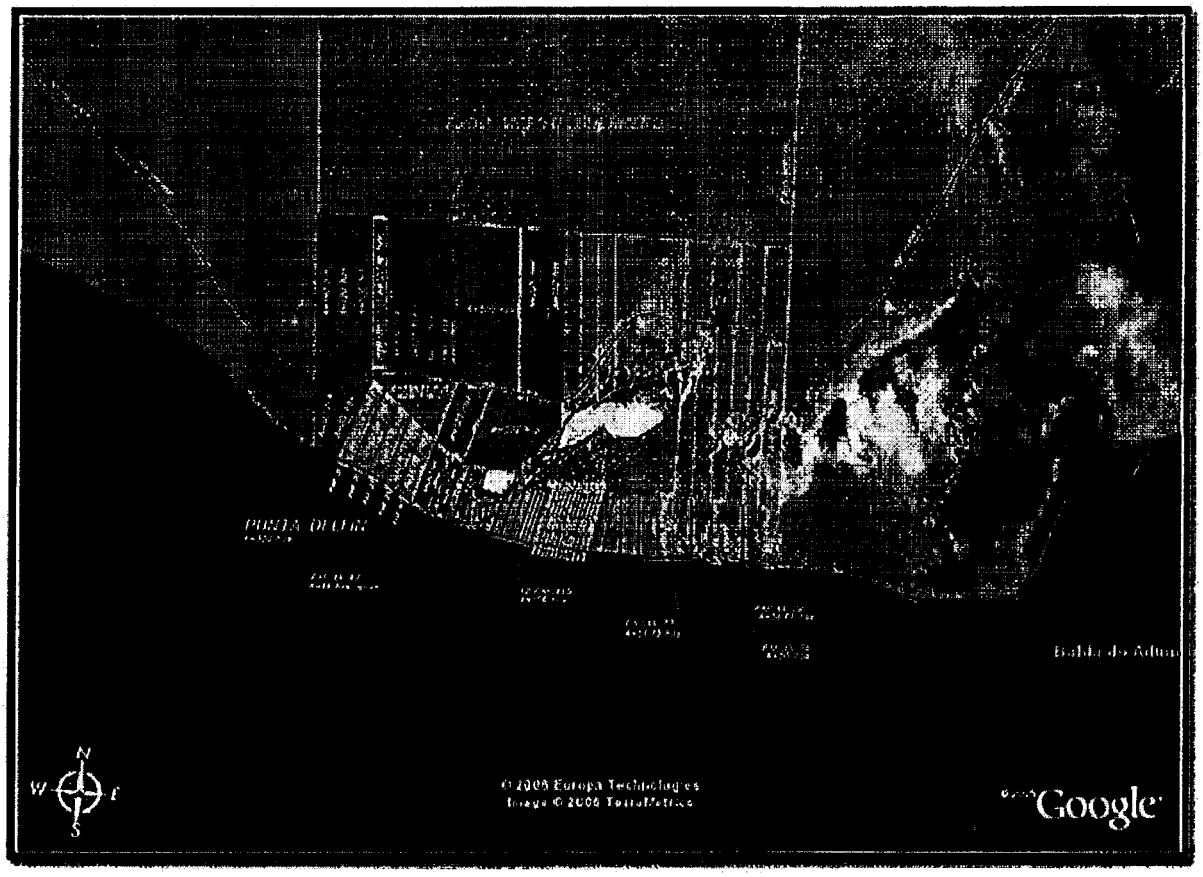
The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of $200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as for longer stays by visitors from all across the United States and Canada.

The Property

Parcel 47 – Relaxante is at the southeastern edge of the town of El Golfo on the Sea of Cortez. It is approximately one hour drive time south of the U.S. /Mexico border at San Luis.



This parcel has approximately 26.75 acres of land with over 640 feet of beautiful sandy beach frontage. There are rolling dunes and wonderful views of the Sea of Cortez and the mountains of the Baja Peninsula. The site is well-adapted for the launching of small boats.



The Proposed Development for Lot 47:

This project is a proposed gated luxury development fronting on and viewing the Sea of Cortez in the rapidly developing area of San Luis Rio Colorado, Sonora, Mexico. The property consists of 10.83+/- hectares (26.8+/- acres) of land on a site overlooking the scenic waterways of the Sea of Cortez and the mountains of the Baja Peninsula to the west. The property has over 200 meters (640+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches of the Sea of Cortez (a.k.a. the Gulf of California).

This project is a proposed mixed-use development, including a gated single-family development of 40+/- villa lots, a 140-unit condominium development, and some commercial facilities.

Due to topography, the northerly portion of the site contains a mid-rise condominium building. The center portion of the site is gently sloping and will contain the staggered water view lots. The southern beachfront portion of the site contains six beachfront lots, along with a beachfront pool and beach club. Due to the carefully chosen staggered lot placement, all villas and condominium units will enjoy beautiful views of the Sea of Cortez and the mountains of the Baja Peninsula.

Villa lots will be approximately 6,500 square feet in size and the Villas will range in size from 2,400 to 2,600 square feet. The condominium units will be approximately 1,500 square feet with larger units located on the top floors. The six prime waterfront lots will be on the beach – affording wonderful views for miles in each direction and easy water and beach access. The development will provide all the amenities associated with a destination development.

Business Goals

In early 2008, we will be contracting for the necessary survey, topographical map, and environmental studies required for the permitting stage. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters adjacent to the "high water mark" that is currently controlled by the Mexican Government. This is an important concession and we are proceeding forward.

After preliminary discussions with utility suppliers, it is the Company's belief that the use of self-contained utilities are in the best interest of the development. Permits for these utilities will be sought from the municipality of San Luis (the governing entity), in conjunction with our partners.

During the early part of 2008, the Company's primary focus will be on the preparation of the site plan, all required studies, and the gathering of bids for utilities. It is anticipated that by mid-2008, we will be finalizing the preliminary plans in accordance with site reports.

Once the final layout has been concluded, talks with local developers, investors, and realtors in Mexico and the United States will commence. It is the intention that the Company will be in a position to move quickly and efficiently to either sell individual lots or sell the development. The Company foresees the actual sale of the parcels occurring in mid-year 2009.

To ensure further success, the Company will continue to focus on the development of strong relationships with key property professionals (realtors, agents, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good working relationship with several governmental agencies, we will also be working quite diligently throughout the entire developmental process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving a strong and favorable relationship with the governing authorities.

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El Golfo / Rocky Point – General Economic and Area Information:

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation / boating area for Arizona, Nevada, and Southern California in the spring and summer, as well as a perfect destination for "Snowbirds" in the winter – creating a year-round demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time to Rocky Point has been about four-plus hours from Phoenix, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built in the Sandy Beach neighborhood of Rocky Point within the past few years. These are well-designed and constructed developments with many beachfront amenities. These units have generally sold for $300,000 to over $1,500,000, primarily to U.S. residents.

El Golfo is about 25 miles east of Rocky Point. The El Golfo area is near the northern end of the Sea of Cortez and is well protected from adverse weather. Consequently, the waters are generally calm. El Golfo is a picturesque fishing village with long, wide, sandy beaches. The fishermen launch their boats from the sandy beaches directly to the water. There is at present one paved road that ends at El Golfo.

The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes. Accordingly, this whole area between Rocky Point and El Golfo is poised to undergo extensive real estate development. In anticipation of this future growth, a new major border crossing facility is planned for San Luis to help relieve congestion at the present in-town facility. The number of inspection lanes will increase from five to sixteen, and will consequently decrease the time for crossing the border.

For the first time, large U.S. markets from California, Nevada, and Western Arizona will be within a reasonable driving distance. As an example, the Southern California market will have its driving time reduced from approximately eight hours to just around four hours. There are many resort areas of Mexico with extensive development taking place, however, there are only limited areas on the calm waters of the Sea of Cortez that have good driving access from the United States.

The new highway is the driving force that has dramatically changed access to this area. It is the Company's belief that since prime oceanfront land in this area's acreage is limited, the demand for this property will be strong. This belief is further strengthened by its aggressive promotion of Relaxante to the new markets of California, Nevada, and Western Arizona.

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Proforma

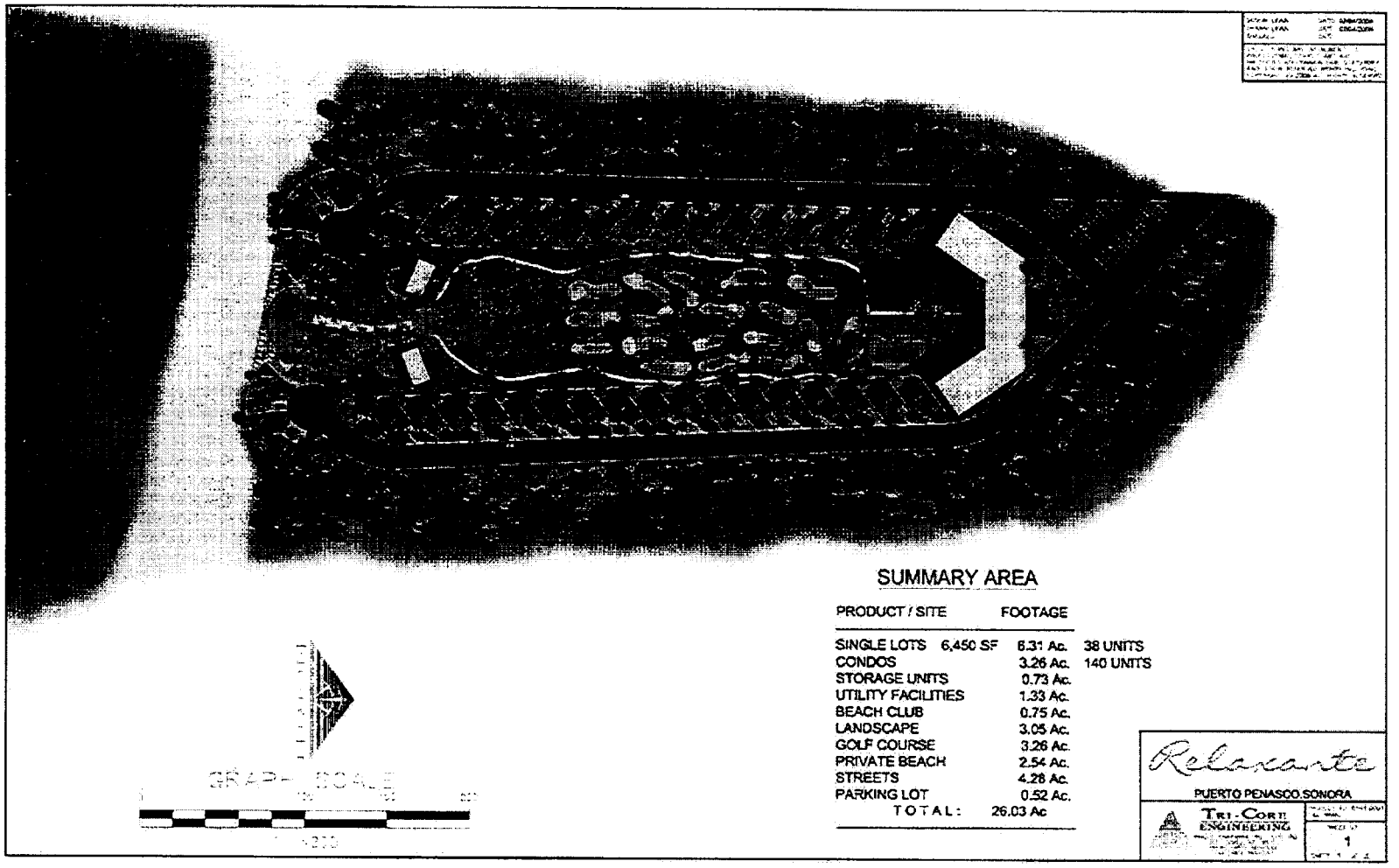
Parcel 47 Pro Forma - 26.75 acre (10.84 Ha.) Sale Project to a Developer March 2008		TOTALS
REVENUE		
Sales Price Developer		$14,200,000
Total Revenue		**$14,200,000**
Finder's Fee	4%	**$568,000**
Total Net Revenue		**$13,632,000**
EXPENSES		
ON-SITE WORK		
Mass Excavation / Fill & Grading		$200,000
Gated Entryway		$25,000
Perimeter Wall		$100,000
Total Onsite Work		**$325,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL		
Administrative (Taxes, Permits & Licensing)		$50,000
NATAWA Bond		$200,000
Legal		$100,000
Total General Expenses		**$350,000**
GENERAL PROJECT EXPENSES		
Project Master Plan		$80,000
Engineering		$50,000
Boundary and Topographic Survey		$20,000
Concept Approval, Zoning, Environmental		$130,000
Total General Project Expenses		**$280,000**
TOTAL EXPENSES		
Project Contingency		$95,500
Principal and Interest		$11,520,000
Total Expenses, Contingency, and Interest		**$12,570,500**
Net Income		$1,061,500

Parcel 47 Pro Forma - 26.75 acre (10.84 Ha.) Vertical on Condos , Vertical on Villas March 2008	TOTALS				
	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
UNITS					
Condo Tower Units	140				
Ocean View Villas	38				178
REVENUE					
Condo Tower Units		1,500		$300,000	$42,000,000
Ocean View Villas		2,500		$1,300,000	$49,400,000
Total Revenue					**$91,400,000**
INFRASTUCTURE TAKE-OUTS					
NATAWA ($30k x 178 Units)					**$5,340,000**
SALES COMMISSIONS					
Sales Commissions	6%				$5,484,000
Total Sales Commissions					**$5,484,000**
Total Net Revenue					**$80,576,000**
EXPENSES					
PROJECT ACQUISITION					**$14,200,000**
AMENITIES CONSTRUCTION					
Landscape and Irrigation System					$80,000
Grading					$95,000
Beach Club					$1,000,000
18- Hole Putting Course					$500,000
Construction Office					$215,000
Total Amenities					**$1,890,000**

Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Condo Tower Units					
Construction	140	1,500	110		$23,100,000
Architectural (4% of construction costs)			4.0%		$924,000
Total Condominiums					**$24,024,000**
Ocean View Villas					
Construction	38	2,500	125		$11,875,000
Architectural (4% of construction costs)			4.0%		$475,000
Total Ocean View Villas					**$12,350,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL					
Administrative (Taxes, Permits & Licensing)					$550,000
Accounting					$80,000
Legal					$322,500
Total General Expenses					**$952,500**
MARKETING					
Initial Launch					$860,000
Marketing (% of gross sales)			5%		4,570,000
Total Marketing					**$5,430,000**
GENERAL PROJECT EXPENSES					
Construction Camp					
Temporary Utilities (Power, Sewer Water)					$107,500
Bunk House (4 people per room)	50	200	$40		$400,000
Mess Hall					$43,000
Medical Operating Cost ($5,000 per month)					$240,000
Security (Temporary)					$150,000
Gatehouse					$30,000
Employee Housing					$800,000
Offsite (Scottsdale 3,000sf, @ $3 sf 4 yrs)					$423,000
Offsite (San Diego 2,000sf, @ $3 sf 4yrs)					$288,000
Offsite (Rocky Point 2,000sf, @ $3 sf 4 yrs)					$288,000
Temporary Sales Office					$12,900
Sales Office					$43,000
Job Supervision & Coordination					$100,000
Total General Project Expenses					**$2,925,400**
TOTAL EXPENSES					**$61,771,900**

Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Project Contingency	5%				3,088,595
Interest (Debt Service)					1,440,000
Total Expenses, Contingency and Interest					**$66,300,495**
Net Income					**$14,275,505**
Cumulative					**15.6%**

Site Plan



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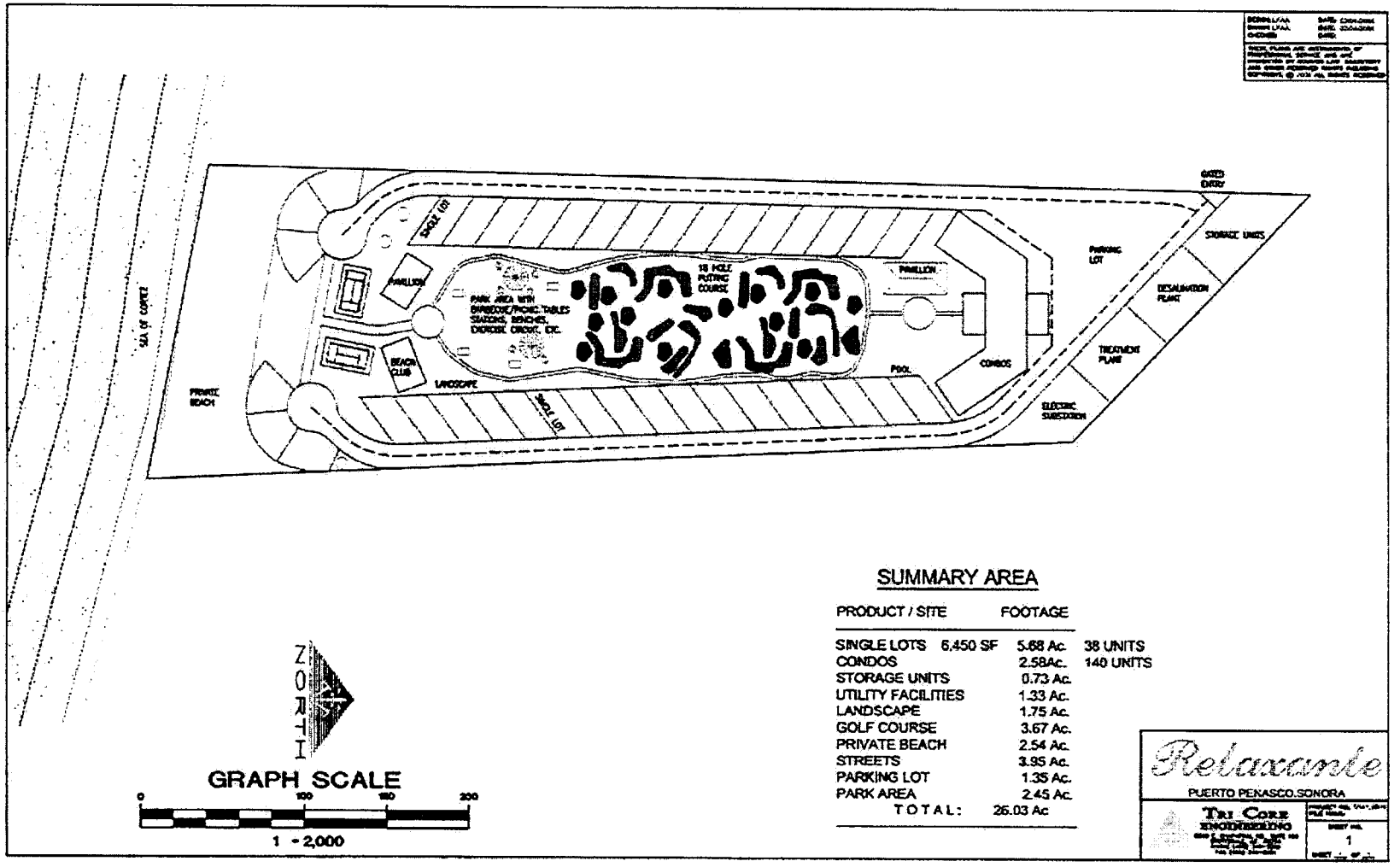

SUMMARY AREA

PRODUCT / SITE	FOOTAGE		
SINGLE LOTS	6,450 SF	5.68 Ac.	38 UNITS
CONDOS		2.58Ac.	140 UNITS
STORAGE UNITS		0.73 Ac.	
UTILITY FACILITIES		1.33 Ac.	
LANDSCAPE		1.75 Ac.	
GOLF COURSE		3.67 Ac.	
PRIVATE BEACH		2.54 Ac.	
STREETS		3.95 Ac.	
PARKING LOT		1.35 Ac.	
PARK AREA		2.45 Ac.	
TOTAL:		26.03 Ac	

Relaxante

PUERTO PENASCO,SONORA

TRI CORE ENGINEERING

1

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Articles of Interest

Plans To Designate 400M Pesos To Roads, Electricity, and Water During 2008

Funding expands to support three main infrastructure projects

(http://defrente.puerto-penasco.com/editions/452/003.html)

Press Bulletin
Issue #452

With a projected investment of 400 million pesos (~$36.8M USD) the Director of Public Works is planning to continue during 2008 the integral project of city paving and electrification and water supply to the new neighborhoods - as well as enlarge the city's drainage network to improve the city's image.

Marco David Rangel Lopez, director of the afore mentioned office, said that it cannot be doubted that among the priorities of Mayor Heriberto Renteria Sanchez is the unprecedented Paving Works Project, for which he is obtaining a package of Federal Government resources around 100 million pesos (~$9.2M USD).

Rangel Lopez said that they want to continue with the pavement work on another 20 avenues and boulevards, covering a surface of more than 700 thousand square meters, in addition to the package of streets repaired during this past year. If this project is accomplished in full, the percentage of paved streets in our city will rise from 18% to 40%.

Moreover within the projects for 2008, the Director of Public Works mentioned that they will include the installation of the drainage network for the northwest sector of the city with and investment close to 60 million pesos (~$5.5M USD).

At the same time they will work on the construction and maintenance of sidewalks at the main boulevards and avenues, not forgetting the purpose of improving the image of the old harbor sector where financial resources are designated for around 90 million pesos of improvements (~$8.3M USD) according with the executive plan approved by the city council.

To continue with the electrification in the New Peñasco and San Rafael neighborhoods, it is an investment of at least 15 million pesos (~$1.38M USD) is designated for 2008, and it is also planned to attend to the delayed work on the water supply and they will also program to provide basic services.

He added that among the plans and projects for this year are actions for benefit of schools with the construction of classrooms, fences, tile roofs and to attend several requests channeled through the Sonorense Program of Social Participation (PASOS) and the Direction of Social Development.

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He also added that currently they have a work plan with more than 200 projects of pavement works, urban improvement, basic services, schools and religious centers, that will be accomplished according with the flow of the municipal resources as well as with the resources assigned from the state and federal governments - and in some cases with assistance from credit entities.

CANACO Reports A Good 2007, Optimistic Forecast For 2008

Border Governor's Conference, Tourism, Development All Bode Well For Peñasco In 2008, Says CANACO

(http://defrente.puerto-penasco.com/editions/451/002.html)

By Ivan Bravo Lopez
Issue #451

Even though the last month of the year suffered a significant decrease in many commercial areas, CANACO (Camara Nacional de Comercio de la Ciudad de Mexico - Mexico's System of Local Chambers of Commerce and Development) managed to close out a good year according to its director Arturo Rodriguez Rico. CANACO met their goals and more, as evidenced by the meeting of the border state governors, which was seen as a huge success.

Arturo Rodriguez Rico, President of the National Chamber of Commerce (CANACO) said that despite the economic recession suffered by the US, many associates of CANACO with business interests are closing out the year very well. That is due the fact that December is the month with the biggest increase in sales.

"It was a positive year for the growth and development of the economy of Puerto Peñasco; we were the hosts of the most important event in the history of this port, the meeting of the border state governors. It was a huge success and received publicity worldwide, publicity that would have cost the Chamber of Commerce millions of pesos but was completely free. Its results will hopefully be noticeable in 2008 and 2009," he said.

The president of CANACO said that many State Programs came to Puerto Peñasco and accomplished important improvements. Authorities from SEDESOL (Mexico's Secretariat of Social Development) and PASOS have constantly visited our port to support and encourage the associated merchants of CANACO.

"Guatimoc Iberri Gonzalez and 'Chito' Celaya have repeatedly visited us and they have brought important projects to Puerto Peñasco that are already underway, which shows that the State Authorities care about those who live and own businesses here," he said.

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"There are many projects in Puerto Peñasco that were already in place as well as new ones. Although some have not yet started, we are taking full advantage of those already here which will help the chance of further improvements next year," said Arturo Rodriguez Rico.

He also pointed out that cross-border traffic is expected to only will rise in the upcoming years and that that will bring other economic benefits, as the economic structure in the port depends mostly on tourism.

"Puerto Peñasco depends on tourism, and with the opening of the new international airport and with the improvements at the border crossings, CANACO is expecting an economic boom to take place. In past years and in 2007 we expected tourism mainly from Arizona. But with the new infrastructure next year we expect tourists from California and Colorado, as well as people that will come by air on new commercial flights. So we are expecting a sudden increase to the economy since Puerto Peñasco is an excellent destination," said the president of CANACO.

He also added that due to the stop of the developers, the last months of the year were economically weak, but that the economy typically comes back to normality beginning with the first trimester of the year. A few U.S. holidays are coming up that brings surges of tourists who prefer to come to Puerto Peñasco for their vacations. He also commented that the 'snowbirds' – the seasonal visitors from outside the Southwest regions – are starting to arrive to this port early this year, and with them the associates of CANACO will benefit.

To finalize, Arturo Rodriguez Rico said that there are more than 300 members associated with CANACO, and that next year they will look for more members to join the Chamber to help strengthen and create newer and better programs.

Peñasco Maintains Strong Flow Of Tourism

Real Estate Crisis Believed to Have Already Hit Bottom

(http://www.visitrockypoint.com/?p=2900)

Despite the undeniable a negative effects of the economic downturn in the United States, Which has already hit bottom, throughout 2007 Puerto Peñasco maintained a high rate of tourism and sustains a clear upward tendency, revealed Epifanio Salido Pavlovich, head of the Sonora Commission on the Promotion of Tourism.

Salido Pavlovich detailed that by the end of the year, foreign tourism had increased by nearly 11%, topping out at 1,700,000 visitors, 80% of these from Arizona. Likewise, national tourism increased by 14% totaling more than 400,000 visitors. Therefore, reports for 2007 registered a grand total of 2.1 million tourists to the area.

The tourism official remarked that although there remain many challenges to address, the city's potential continues to be positive and the area is still the star destination in Sonora. He added that the state and municipal governments are jointly working on efforts to focus on areas that are lacking.

Salido Pavlovich stated that in 2008 they will have to generate concrete solutions in the areas of housing, potable water and others of basic infrastructures brought on by the same "boom" in tourism.

He stated that the 2007 economic downturn and real estate crisis in the United States had a strong impact on Peñasco. However, he stated, this is something that has already hit bottom and now phase of recuperation can be expected.

He believes that by mid-2008 the economic crisis will have passed, and added that till now this has not caused the withdrawal of investments from the port.

The coordinator for the Sonora Commission on the Promotion of Tourism remarked that, despite everything, the annual average for Puerto Peñasco has been favorable. He added that though there was a slowdown in investment, the flow of tourism did not drop; to the contrary, this remained at high levels.

He reiterated that the crisis has already hit bottom and period of recuperation has begun. He expects that this will positively impact the city as the shining northwestern part of the country in the area of tourism.

OWNING REAL ESTATE IN ROCKY POINT

From the "Real Estate Guide Rocky Point", January 2008

(http://www.atrockypoint.com/article_owning_real_estate_in_rocky_point)

"Real estate in Rocky Point has been a flourishing business for the past ten years..."

Imagine the joys of a winter home that makes you money whenever you are not staying in it. This kind of place would be beautiful to visit, comfortable and easy to live in, and ready for you whenever you want because it would be yours. A timeshare cannot offer you all of that no matter how desirable the location, since it can be difficult to get the time slots that you want and even harder during peak vacation time. A timeshare cannot give you everything you need to have the perfect getaway whenever you want, but a condo in a place like Rocky Point, Mexico can.

Rocky Point, also known as Puerto Peñasco, is one of the most incredible real estate locations in Mexico. Invest in Mexico and you can retire to your beachfront condo whenever you wish to enjoy days filled with sun, sand, golfing, fishing, and anything else you could desire from an ocean side paradise. Your

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oceanfront/ Ocean view home or condo will be waiting for your return whenever you are away, and you will surely wish to retire to Rocky Point's idyllic setting after spending vacation after vacation in sunny bliss. Owning Real Estate in this growing market can also be a greatly profitable adventure. The typical American has only two to four weeks of vacation time per year, and for the other forty eight weeks, your vacation property would normally sit empty, awaiting you. To keep your property on the Sea of Cortez working for you, hire a local property management company like Oceano Rentals or Sea Side Reservations, to keep your place looking fresh and lovely and rent your condo out as a vacation rental to others looking to enjoy the wonders of Rocky Point.

Real estate in Rocky Point has been a flourishing business for the past ten years because of the high profitability and constantly increasing prices of the local properties. Even just a couple of years of property ownership could translate into big money for interested investors, and getting a great vacation home that pays for itself is no small benefit either. You may become so enamored with your property in Rocky Point that you will not be willing to sell it! Current market conditions are definitely in favor of those who want to purchase, so do your research, hire a certified agent to guide you through the process and start looking at potential ocean side properties.

Owning real estate in this lovely tourist destination means living in the lap of luxury. The beautiful and luxurious condominium projects and other properties in this city are made for the comfort and delight of their residents, even short term residents like yourself. Glance out the window of your condo and watch the dolphins and play in the tranquil waters of the Sea of Cortez. Enjoy sunshine on the beach or adventures beneath the waves, and fall in love with this incredible location. Your investment property may be just waiting for you in sunny Mexico and now is the time to make the smart move that you have been dreaming of. Take advantage of current market conditions, and invest now!

Investing in a condominium in Rocky Point could be a smart investment choice for those who are looking to invest in Mexico. You will have a vacation home to enjoy only 60 miles south of the US border, and be able to enjoy the beautiful Sea of Cortez on your future vacations. Potentially you could be able to resell the condo for a great profit in a few years, if you don't decide to retire to Mexico entirely. With all of these incredible benefits, what could be better?

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TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

CONFIDENTIAL

PLEASE RETURN ONE COPY OF THIS DOCUMENT TO US IN THE PROVIDED RETURN PACKAGING.

PLEASE KEEP ONE COPY OF THIS DOCUMENT FOR YOUR PERSONAL RECORDS.

EXHIBIT
S-143
ADMITTED

TRI-CORE
COMPANIES LLC

Memorandum#: Michael Caswell , Referral: C. Polanchek .

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

$4,500,000

$10,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
60% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $25,600 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Four Hundred and Fifty (450) Secured Promissory Notes ("Notes") at an offering price of Ten Thousand ($10,000) Dollars per Note, for a maximum total of Four Million Five Hundred Thousand Dollars ($4,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK (SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$10,000	$1,000	$9,000
Maximum Units	$4,500,000	$450,000	$4,050,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is March 1, 2008

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TRI-CORE COMPANIES, LLC BUSINESS PLAN D1

CONFIDENTIAL

IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

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DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

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1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Four Hundred and Fifty (450) Notes issued by the Company at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of sixty (60%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. This offering will commence on March 1, 2008, and will terminate no later than February 28, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The use of the proceeds is to purchase and develop a water front parcel in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized and Nine Hundred (900) Membership Units are issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of the

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upper Sonoran coastline in Sonora, Mexico. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review,

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inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**
  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**
  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**
  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, for a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before proceeds can be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such

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Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized

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personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Four Hundred and Fifty (450) Notes of the Company to potential investors at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of sixty (60%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. All principal shall be paid at maturity (24 months). Interest shall be paid at maturity (24 months). The principal and any interest due on said principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date can not be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property.

The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the title to the property until all note holders will be paid in full.

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6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	**Percent of Proceeds**
Proceeds From the Sale of Notes	$4,500,000	100.00%

Application of Proceeds

Offering Expenses (1)	$ 100,000	2.22%
Commissions (2)	$ 450,000	10.00%
Total Offering Expenses & Fees	**$ 550,000**	**12.22%**
Land Purchase (5)	$1,500,000	33.34%
General Project Expenses	$ 280,000	6.22%
On-Site Work	$ 325,000	7.22%
Soft Cost	$ 350,000	7.78%
Marketing	$ 480,000	10.67%
Administration (3)	$ 615,000	13.67%
Contingency	$ 400,000	8.89%
Net Offering Proceeds	**$3,950,000**	**87.78%**
Total Application of Proceeds	**$4,500,000**	**100.00%**

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Includes Scottsdale and Mexico offices; legal and accounting fees.

(4) No minimum has been set for this offering.

(5) Amount due to Tri-Core Business Development, LLC for inter-company transfer of title to Tri-Core Companies, LLC.

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Four Hundred and Fifty (450) Notes or Four Million Five Hundred Thousand ($4,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	-0-	$4,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$4,500,100

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Four Million Five Hundred Thousand ($4,500,000) Dollars of Notes to selected investors, effective on March 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

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12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to usual federal and state laws, rules and regulations . The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

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12.7 GENERAL ECONOMY

The Company is subject to the Mexican and U.S. Economy and its effect on consumer confidence and spending.

12.8 DEPENDANCY ON SUPPLIERS AND BUILDING TRADES

Since the Company is dependent on building materials and the general building trades, any shortage or slowdown could affect timetables.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Ten Thousand ($10,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND

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INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

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15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

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6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million ($5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

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17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in **"INVESTOR SUITABILITY REQUIREMENTS."**

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

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COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Ten Thousand ($10,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 28, 2009.

TRI_C006496

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

12-1-08
Date

Michael Caswell
Print Name

CONFIDENTIAL

CONFIDENTIAL

EXHIBIT A

SUBSCRIPTION AGREEMENT

TRI_C006498

Print Name of Subscriber: Michael Caswell

Amount Loaned: $ 40,000.00

Number of Notes: 4

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MAXIMUM OF FOUR HUNDRED AND FIFTY (450) SECURED PROMISSORY NOTES

TEN THOUSAND ($10,000) DOLLARS PER NOTE

MARCH 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

CONFIDENTIAL

Each subscriber for the Secured Promissory Notes, Ten Thousand ($10,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Tri-Core Companies LLC and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Ten Thousand ($10,000) per Note), to ***Tri-Core Companies, LLC***. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

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Print Name of Subscriber: **Michael Caswell**

Amount Loaned: $ 40,000.00

Number of Notes: 4

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road – Suite 150
Scottsdale, AZ 85250

Gentlemen:

BNB MLC

1. Subscription. The undersigned hereby subscribes for 4 Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Ten Thousand ($10,000) Dollars per Note for an aggregate loan of **$40,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated March 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Ten Thousand ($10,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, with no minimum subscription (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Four Million Five Hundred Thousand ($4,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by ***check made payable to the order of Tri-Core Companies, LLC*** in the amount indicated above.

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5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

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(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite company power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

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degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

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(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

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(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated there under by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

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prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

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12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

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IN WITNESS WHEREOF, the undersigned, by his, her, or its execution hereof, has read and approved this Subscription Agreement and agrees to be bound by this Agreement.

Executed this 1st day of December, 2008, at Scottsdale, AZ (City), Arizona (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned *(circle one)*: **[is]** **[is not]** a citizen or resident of the United States.

Michael Caswell **Print Name of Individual**	**Print Name of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
[redacted] **Print Social Security Number of Individual**	**Print Social Security Number of Spouse or Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
MK **Signature of Individual**	**Signature of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Print Residential Address: [redacted] [redacted] AZ [redacted]	**Print Residential Telephone Number:** [redacted]

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If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation, Trust, or Other Business Entity	**Print Federal Tax Identification Number**
Signature of Authorized Representative	**Print Jurisdiction of Entity**
Print Name of Authorized Representative	**Print Title of Authorized Representative**
Print Residential Address of Investor:	**Print Residential Telephone Number:**

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2008.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler - President

By: _____
Jim Hinkeldey - Vice-President

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EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

MLC
initials A. **"Nonaccredited Investor".** The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

_____
initials B. **"Accredited Investor".** The undersigned is an Accredited Investor as defined below *(check applicable box)*:

☐1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

☐2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

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☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million ($5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and <u>each</u> equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

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* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

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EXHIBIT B

PROMISSORY NOTE

TRI_C006513

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **$40,000.00** **Dollars** with a rate of return of sixty percent (60%) compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty or premium at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

1. NOTES

This Note in the principal amount of Ten Thousand ($10,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated March 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied,

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except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices**. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings**. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability**. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law**. This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

(g) **Approval.** By signing below, each party respectively acknowledges that they have read and approved this promissory note.

Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

Michael Caswell
[redacted]
[redacted] AZ [redacted]

Jason T. Mogler
Print Name

Dec 1, 2008
Signature & Date

Michael Caswell
Print Name

12-1-08
Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: Michael Louis Caswell

2. Address of Principal Residence: [redacted]
[redacted], AZ [redacted]

County: Maricopa

3. Residential Telephone Number : [redacted]

4. Where are you registered to vote (County & State)? Maricopa, AZ

5. Your driver's license is issued by the following state: AZ

6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

_____

_____

7. Please send all correspondence to:

(1) X Residential Address *[as set forth in item A-2]*

(2) _____ Business Address *[as set forth in item B-1(a)]*

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8. Date of Birth: [redacted]

9. Country of Citizenship: USA

10. Social Security Number or Tax I.D. Number [redacted]

11. E-Mail Address: Casman1234 [redacted]

B. Occupations and Income

1. Occupation: Customer Service

   (a) Business Address [redacted]

   [redacted], AZ

   (b) Business Telephone Number: [redacted]

2. Gross income during each of the last two years exceeded:

   (1) X $25,000 (3) ____ $50,000

   (2) ____ $100,000 (4) ____ $200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000.

   (1) ____ Yes (2) ____ No (3) X Not Applicable

4. Estimated gross income during current year exceeds:

   (1) X $25,000 (3) ____ $50,000

   (2) ____ $100,000 (4) ____ $200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000.

   (1) ____ Yes (2) ____ No (3) X Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) X $50,000-$100,000 (2) ____ $100,000-$250,000 (3) ____ $250,000-$500,000

(4) ____ $500,000-$750,000 (5) ____ $750,000-$1,000,000 (6) ____ over $1,000,000

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2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)_____Yes (2)_X_No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_X_No

E. Investment Percentage of Net Worth

If you expect to invest at least $100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)_____Yes (2)_____No (3)_X_Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)_X_Yes (2)_____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

_____ Date: 12-1-08
Signature

_____ Date: _____
Signature *(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)*

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EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase virgin beachfront land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and was chosen because of the access the new Coastal Highway has afforded this area. Prior to the new highway, this area was inaccessible except by rugged four-wheel-drive vehicles. The highway will make this area accessible by automobile for millions of visitors and buyers from the United States.

The Company believes that there will be a major increase in demand for property in this area with the completion of the highway. The highway is currently over three-quarters complete and only a 15-mile portion of the center section remains to be completed. This section is scheduled for completion by the end of Spring 2008.

Business Operations

Ownership and Employees:

The Company is intended to be a very competitive, highly motivated company with a small number of select key employees. The majority of the day to day responsibilities, planning and development tasks will be performed by the principal/managing partners. All other tasks that cannot be performed on behalf of the company by principals or employees will be done by hired contract services. An example of a hired contract service would be accounting.

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

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Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**

  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**

  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**

  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

Market Knowledge and the Property

Knowledge of the Marketplace:

The Principals of the Company have been active in real estate and Mexico for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

The El Golfo area was chosen for the Company's purchases due to its potential appreciation. Some of the driving factors that influenced this decision were:

- The new Coastal Highway;
- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico);
- Its location on a beautiful, pristine, major body of water;
- The quality of the sand beaches ;
- The scenic mountain views of the Baja Peninsula;
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport;
- The $50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is completed and the balance is to be completed by 2008.

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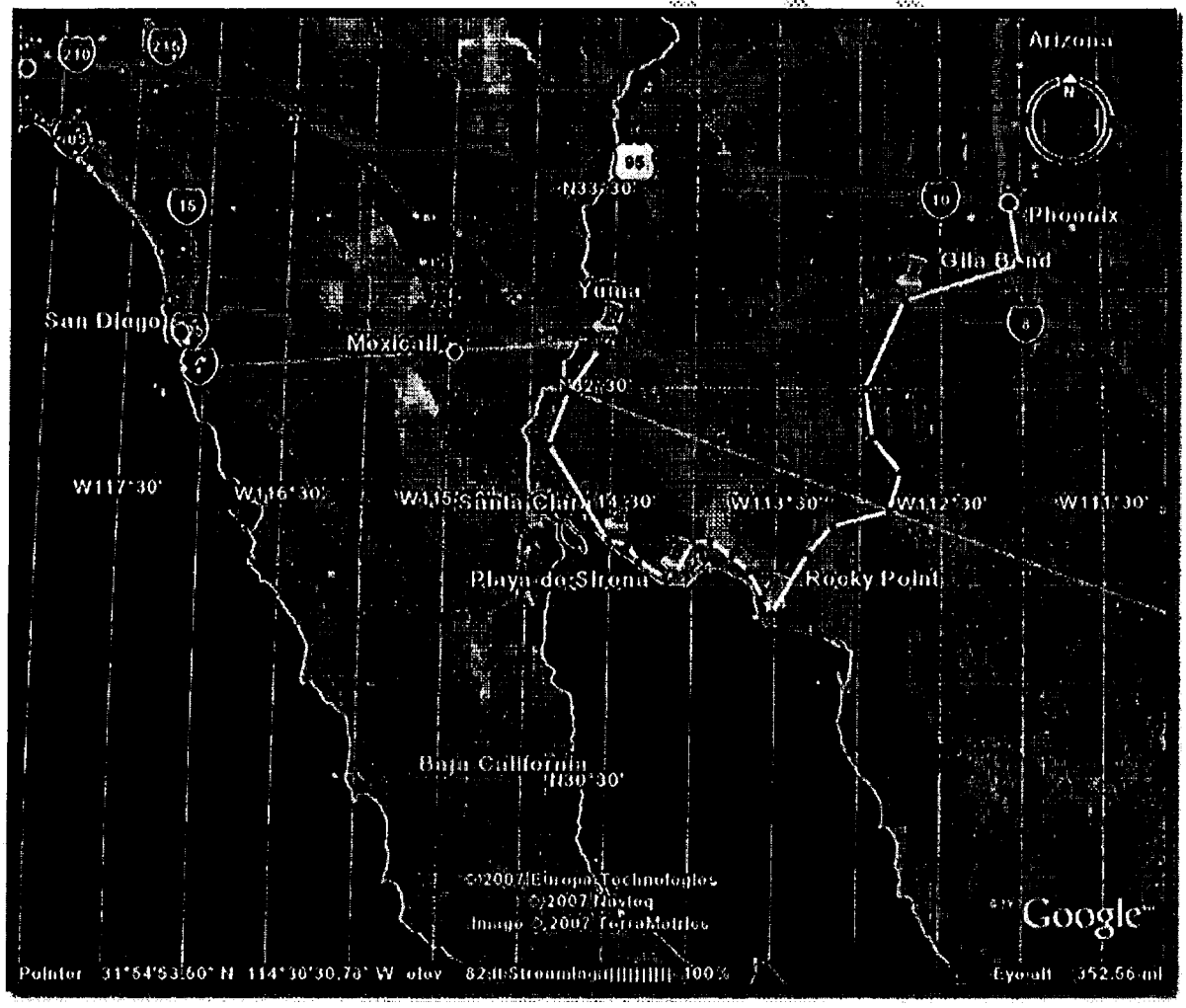
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction and will serve the El Golfo/Rocky Point areas.

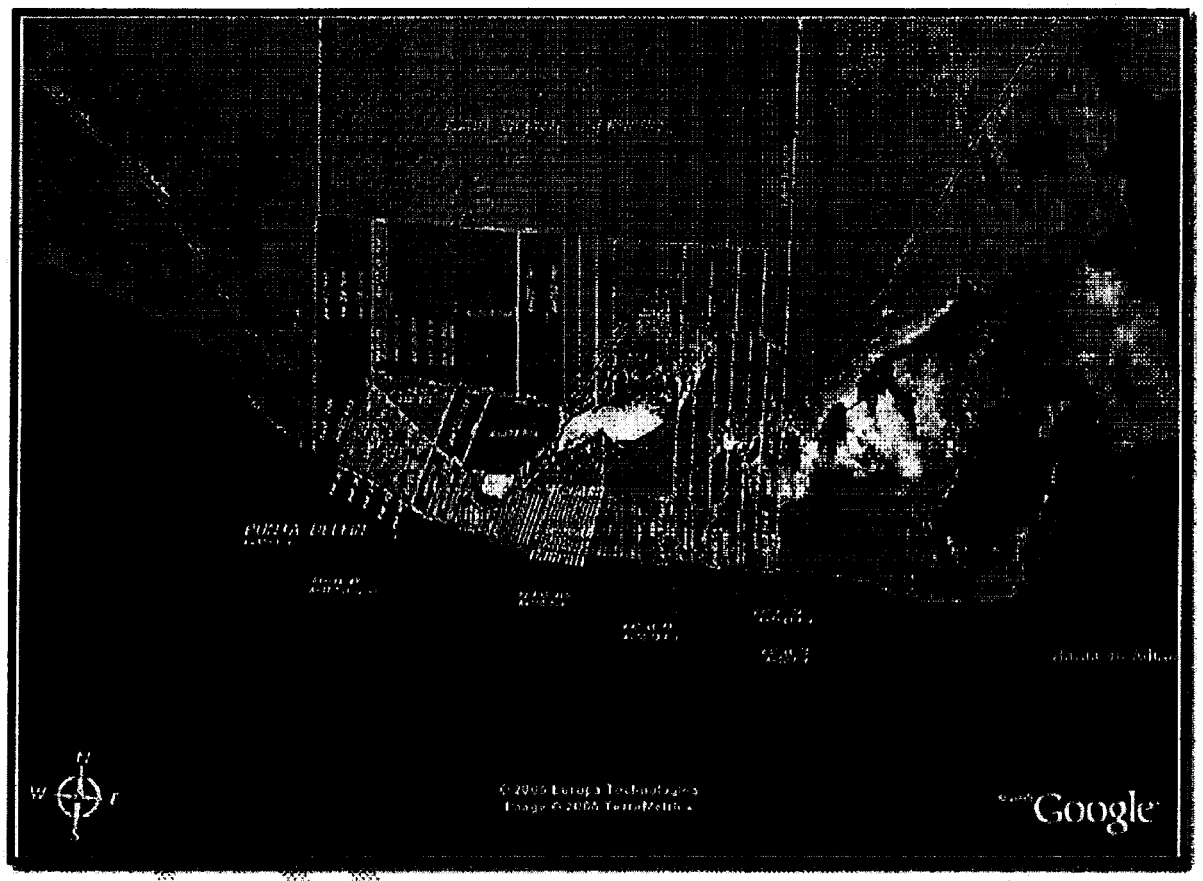
The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of $200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as for longer stays by visitors from all across the United States and Canada.

The Property

Parcel 47 – Relaxante is at the southeastern edge of the town of El Golfo on the Sea of Cortez. It is approximately one hour drive time south of the U.S. /Mexico border at San Luis.



This parcel has approximately 26.75 acres of land with over 640 feet of beautiful sandy beach frontage. There are rolling dunes and wonderful views of the Sea of Cortez and the mountains of the Baja Peninsula. The site is well-adapted for the launching of small boats.



The Proposed Development for Lot 47:

This project is a proposed gated luxury development fronting on and viewing the Sea of Cortez in the rapidly developing area of San Luis Rio Colorado, Sonora, Mexico. The property consists of 10.83+/- hectares (26.8+/- acres) of land on a site overlooking the scenic waterways of the Sea of Cortez and the mountains of the Baja Peninsula to the west. The property has over 200 meters (640+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches of the Sea of Cortez (a.k.a. the Gulf of California).

This project is a proposed mixed-use development, including a gated single-family development of 40+/- villa lots, a 140-unit condominium development, and some commercial facilities.

Due to topography, the northerly portion of the site contains a mid-rise condominium building. The center portion of the site is gently sloping and will contain the staggered water view lots. The southern beachfront portion of the site contains six beachfront lots, along with a beachfront pool and beach club. Due to the carefully chosen staggered lot placement, all villas and condominium units will enjoy beautiful views of the Sea of Cortez and the mountains of the Baja Peninsula.

Villa lots will be approximately 6,500 square feet in size and the Villas will range in size from 2,400 to 2,600 square feet. The condominium units will be approximately 1,500 square feet with larger units located on the top floors. The six prime waterfront lots will be on the beach – affording wonderful views for miles in each direction and easy water and beach access. The development will provide all the amenities associated with a destination development.

Business Goals

In early 2008, we will be contracting for the necessary survey, topographical map, and environmental studies required for the permitting stage. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters adjacent to the "high water mark" that is currently controlled by the Mexican Government. This is an important concession and we are proceeding forward.

After preliminary discussions with utility suppliers, it is the Company's belief that the use of self-contained utilities are in the best interest of the development. Permits for these utilities will be sought from the municipality of San Luis (the governing entity), in conjunction with our partners.

During the early part of 2008, the Company's primary focus will be on the preparation of the site plan, all required studies, and the gathering of bids for utilities. It is anticipated that by mid-2008, we will be finalizing the preliminary plans in accordance with site reports.

Once the final layout has been concluded, talks with local developers, investors, and realtors in Mexico and the United States will commence. It is the intention that the Company will be in a position to move quickly and efficiently to either sell individual lots or sell the development. The Company foresees the actual sale of the parcels occurring in mid-year 2009.

To ensure further success, the Company will continue to focus on the development of strong relationships with key property professionals (realtors, agents, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good working relationship with several governmental agencies, we will also be working quite diligently throughout the entire developmental process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving a strong and favorable relationship with the governing authorities.

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El Golfo / Rocky Point – General Economic and Area Information:

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation / boating area for Arizona, Nevada, and Southern California in the spring and summer, as well as a perfect destination for "Snowbirds" in the winter – creating a year-round demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time to Rocky Point has been about four-plus hours from Phoenix, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built in the Sandy Beach neighborhood of Rocky Point within the past few years. These are well-designed and constructed developments with many beachfront amenities. These units have generally sold for $300,000 to over $1,500,000, primarily to U.S. residents.

El Golfo is about 25 miles east of Rocky Point. The El Golfo area is near the northern end of the Sea of Cortez and is well protected from adverse weather. Consequently, the waters are generally calm. El Golfo is a picturesque fishing village with long, wide, sandy beaches. The fishermen launch their boats from the sandy beaches directly to the water. There is at present one paved road that ends at El Golfo.

The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes. Accordingly, this whole area between Rocky Point and El Golfo is poised to undergo extensive real estate development. In anticipation of this future growth, a new major border crossing facility is planned for San Luis to help relieve congestion at the present in-town facility. The number of inspection lanes will increase from five to sixteen, and will consequently decrease the time for crossing the border.

For the first time, large U.S. markets from California, Nevada, and Western Arizona will be within a reasonable driving distance. As an example, the Southern California market will have its driving time reduced from approximately eight hours to just around four hours. There are many resort areas of Mexico with extensive development taking place, however, there are only limited areas on the calm waters of the Sea of Cortez that have good driving access from the United States.

The new highway is the driving force that has dramatically changed access to this area. It is the Company's belief that since prime oceanfront land in this area's acreage is limited, the demand for this property will be strong. This belief is further strengthened by its aggressive promotion of Relaxante to the new markets of California, Nevada, and Western Arizona.

ORIGINAL

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Proforma

Parcel 47
Pro Forma - 26.75 acre (10.84 Ha.)
Sale Project to a Developer
March 2008

		TOTALS
REVENUE		
Sales Price Developer		$14,200,000
Total Revenue		**$14,200,000**
Finder's Fee	4%	$568,000
Total Net Revenue		**$13,632,000**
EXPENSES		
ON-SITE WORK		
Mass Excavation / Fill & Grading		$200,000
Gated Entryway		$25,000
Perimeter Wall		$100,000
Total Onsite Work		**$325,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL		
Administrative (Taxes, Permits & Licensing)		$50,000
NATAWA Bond		$200,000
Legal		$100,000
Total General Expenses		**$350,000**
GENERAL PROJECT EXPENSES		
Project Master Plan		$80,000
Engineering		$50,000
Boundary and Topographic Survey		$20,000
Concept Approval, Zoning, Environmental		$130,000
Total General Project Expenses		**$280,000**
TOTAL EXPENSES		
Project Contingency		$95,500
Principal and Interest		$11,520,000
Total Expenses, Contingency, and Interest		**$12,570,500**
Net Income		$1,061,500

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Parcel 47 Pro Forma - 26.75 acre (10.84 Ha.) Vertical on Condos , Vertical on Villas March 2008	TOTALS				
	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
UNITS					
Condo Tower Units	140				
Ocean View Villas	38				178
REVENUE					
Condo Tower Units		1,500		$300,000	$42,000,000
Ocean View Villas		2,500		$1,300,000	$49,400,000
Total Revenue					**$91,400,000**
INFRASTUCTURE TAKE-OUTS					
NATAWA ($30k x 178 Units)					**$5,340,000**
SALES COMMISSIONS					
Sales Commissions	6%				$5,484,000
Total Sales Commissions					**$5,484,000**
Total Net Revenue					**$80,576,000**
EXPENSES					
PROJECT ACQUISITION					**$14,200,000**
AMENITIES CONSTRUCTION					
Landscape and Irrigation System					$80,000
Grading					$95,000
Beach Club					$1,000,000
18- Hole Putting Course					$500,000
Construction Office					$215,000
Total Amenities					**$1,890,000**

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Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Condo Tower Units					
Construction	140	1,500	110		$23,100,000
Architectural (4% of construction costs)			4.0%		$924,000
Total Condominiums					**$24,024,000**
Ocean View Villas					
Construction	38	2,500	125		$11,875,000
Architectural (4% of construction costs)			4.0%		$475,000
Total Ocean View Villas					**$12,350,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL					
Administrative (Taxes, Permits & Licensing)					$550,000
Accounting					$80,000
Legal					$322,500
Total General Expenses					**$952,500**
MARKETING					
Initial Launch					$860,000
Marketing (% of gross sales)			5%		4,570,000
Total Marketing					**$5,430,000**
GENERAL PROJECT EXPENSES					
Construction Camp					
Temporary Utilities (Power, Sewer Water)					$107,500
Bunk House (4 people per room)	50	200	$40		$400,000
Mess Hall					$43,000
Medical Operating Cost ($5,000 per month)					$240,000
Security (Temporary)					$150,000
Gatehouse					$30,000
Employee Housing					$800,000
Offsite (Scottsdale 3,000sf, @ $3 sf 4 yrs)					$423,000
Offsite (San Diego 2,000sf, @ $3 sf 4yrs)					$288,000
Offsite (Rocky Point 2,000sf, @ $3 sf 4 yrs)					$288,000
Temporary Sales Office					$12,900
Sales Office					$43,000
Job Supervision & Coordination					$100,000
Total General Project Expenses					**$2,925,400**
TOTAL EXPENSES					**$61,771,900**

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Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Project Contingency	5%				3,088,595
Interest (Debt Service)					1,440,000
Total Expenses, Contingency and Interest					**$66,300,495**
Net Income					**$14,275,505**
Cumulative					**15.6%**

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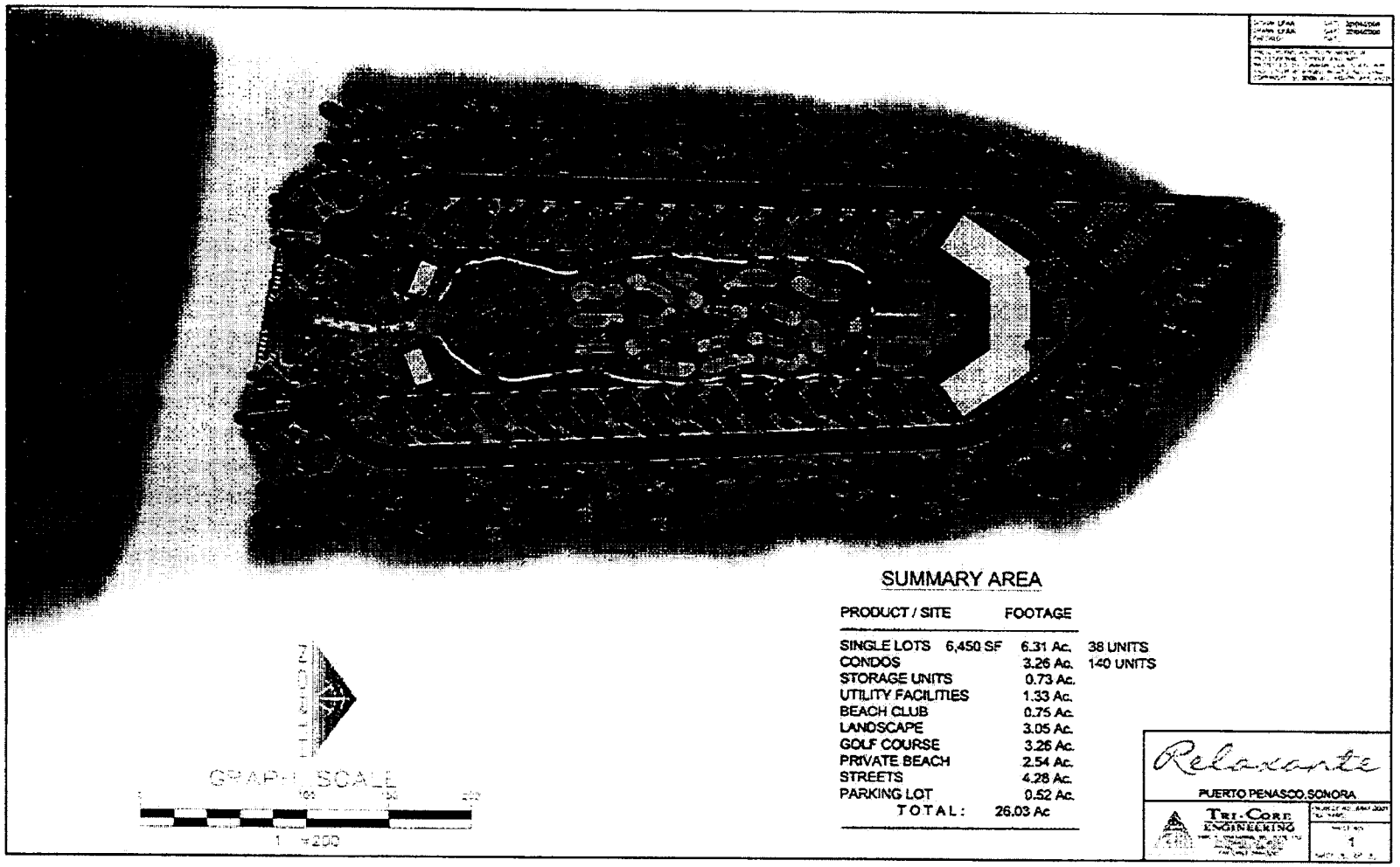
TRI-CORE
COMPANIES LLC

Site Plan



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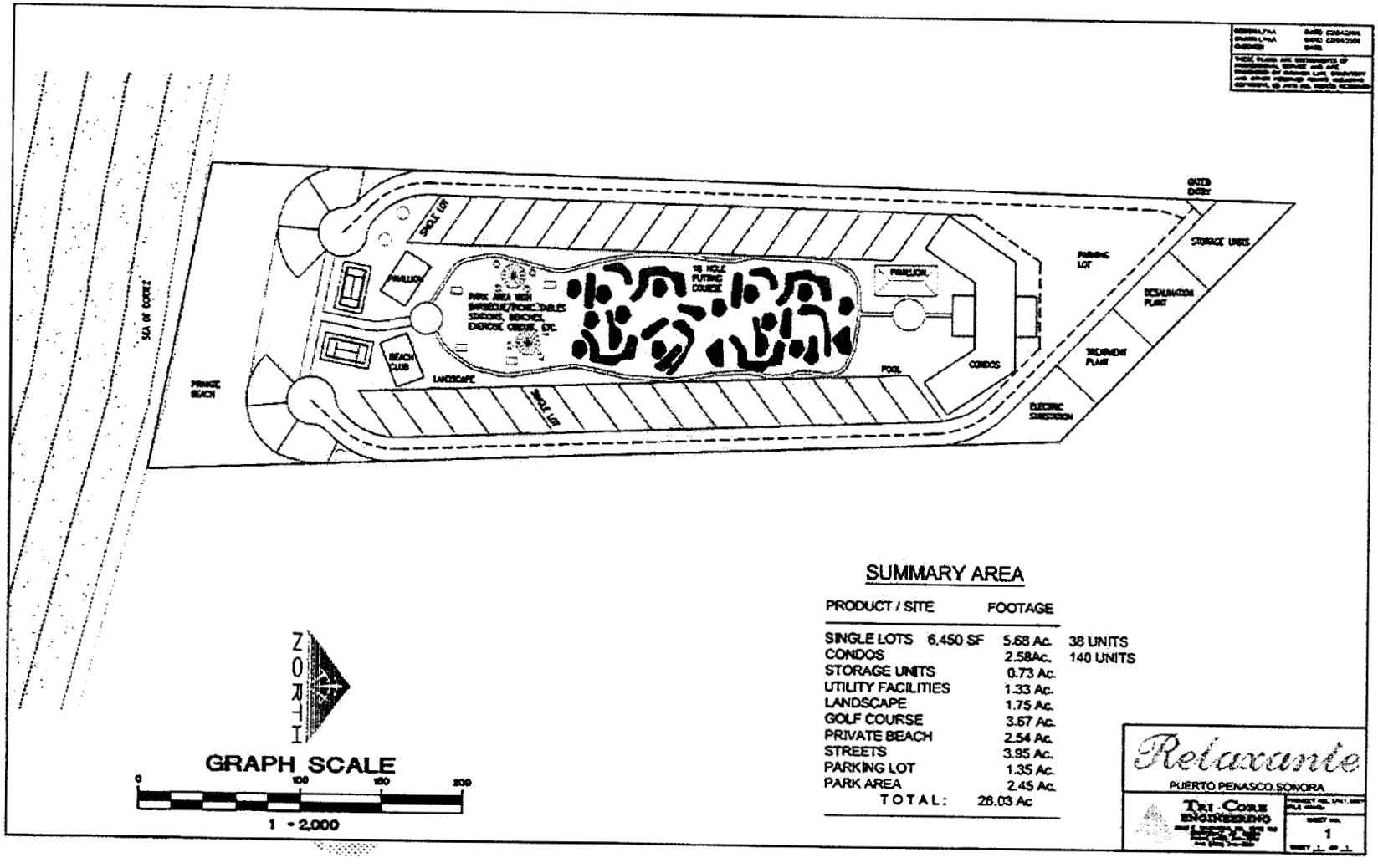

SUMMARY AREA

PRODUCT / SITE		FOOTAGE	
SINGLE LOTS	6,450 SF	5.68 Ac.	38 UNITS
CONDOS		2.58Ac.	140 UNITS
STORAGE UNITS		0.73 Ac.	
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PARKING LOT		1.35 Ac.	
PARK AREA		2.45 Ac.	
TOTAL:		26.03 Ac	

Relaxante

PUERTO PENASCO SONORA

TRI-CORE ENGINEERING

1

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Articles of Interest

Plans To Designate 400M Pesos To Roads, Electricity, and Water During 2008

Funding expands to support three main infrastructure projects

(http://defrente.puerto-penasco.com/editions/452/003.html)

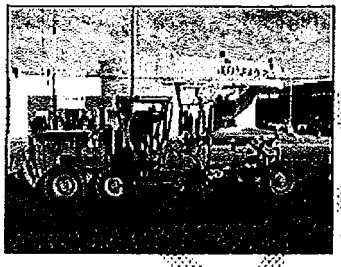
Press Bulletin
Issue #452

With a projected investment of 400 million pesos (~$36.8M USD) the Director of Public Works is planning to continue during 2008 the integral project of city paving and electrification and water supply to the new neighborhoods - as well as enlarge the city's drainage network to improve the city's image.

Marco David Rangel Lopez, director of the afore mentioned office, said that it cannot be doubted that among the priorities of Mayor Heriberto Renteria Sanchez is the unprecedented Paving Works Project, for which he is obtaining a package of Federal Government resources around 100 million pesos (~$9.2M USD).

Rangel Lopez said that they want to continue with the pavement work on another 20 avenues and boulevards, covering a surface of more than 700 thousand square meters, in addition to the package of streets repaired during this past year. If this project is accomplished in full, the percentage of paved streets in our city will rise from 18% to 40%.

Moreover within the projects for 2008, the Director of Public Works mentioned that they will include the installation of the drainage network for the northwest sector of the city with and investment close to 60 million pesos (~$5.5M USD).



At the same time they will work on the construction and maintenance of sidewalks at the main boulevards and avenues, not forgetting the purpose of improving the image of the old harbor sector where financial resources are designated for around 90 million pesos of improvements (~$8.3M USD) according with the executive plan approved by the city council.

To continue with the electrification in the New Peñasco and San Rafael neighborhoods, it is an investment of at least 15 million pesos (~$1.38M USD) is designated for 2008, and it is also planned to attend to the delayed work on the water supply and they will also program to provide basic services.

He added that among the plans and projects for this year are actions for benefit of schools with the construction of classrooms, fences, tile roofs and to attend several requests channeled through the Sonorense Program of Social Participation (PASOS) and the Direction of Social Development.

He also added that currently they have a work plan with more than 200 projects of pavement works, urban improvement, basic services, schools and religious centers, that will be accomplished according with the flow of the municipal resources as well as with the resources assigned from the state and federal governments - and in some cases with assistance from credit entities.

CANACO Reports A Good 2007, Optimistic Forecast For 2008

Border Governor's Conference, Tourism, Development All Bode Well For Peñasco In 2008, Says CANACO

(http://defrente.puerto-penasco.com/editions/451/002.html)

By Ivan Bravo Lopez
Issue #451

Even though the last month of the year suffered a significant decrease in many commercial areas, CANACO (Camara Nacional de Comercio de la Ciudad de Mexico - Mexico's System of Local Chambers of Commerce and Development) managed to close out a good year according to its director Arturo Rodriguez Rico. CANACO met their goals and more, as evidenced by the meeting of the border state governors, which was seen as a huge success.

Arturo Rodriguez Rico, President of the National Chamber of Commerce (CANACO) said that despite the economic recession suffered by the US, many associates of CANACO with business interests are closing out the year very well. That is due the fact that December is the month with the biggest increase in sales.

"It was a positive year for the growth and development of the economy of Puerto Peñasco; we were the hosts of the most important event in the history of this port, the meeting of the border state governors. It was a huge success and received publicity worldwide, publicity that would have cost the Chamber of Commerce millions of pesos but was completely free. Its results will hopefully be noticeable in 2008 and 2009," he said.

The president of CANACO said that many State Programs came to Puerto Peñasco and accomplished important improvements. Authorities from SEDESOL (Mexico's Secretariat of Social Development) and PASOS have constantly visited our port to support and encourage the associated merchants of CANACO.

"Guatimoc Iberri Gonzalez and 'Chito' Celaya have repeatedly visited us and they have brought important projects to Puerto Peñasco that are already underway, which shows that the State Authorities care about those who live and own businesses here," he said.

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"There are many projects in Puerto Peñasco that were already in place as well as new ones. Although some have not yet started, we are taking full advantage of those already here which will help the chance of further improvements next year," said Arturo Rodriguez Rico.

He also pointed out that cross-border traffic is expected to only will rise in the upcoming years and that that will bring other economic benefits, as the economic structure in the port depends mostly on tourism.

"Puerto Peñasco depends on tourism, and with the opening of the new international airport and with the improvements at the border crossings, CANACO is expecting an economic boom to take place. In past years and in 2007 we expected tourism mainly from Arizona. But with the new infrastructure next year we expect tourists from California and Colorado, as well as people that will come by air on new commercial flights. So we are expecting a sudden increase to the economy since Puerto Peñasco is an excellent destination," said the president of CANACO.

He also added that due to the stop of the developers, the last months of the year were economically weak, but that the economy typically comes back to normality beginning with the first trimester of the year. A few U.S. holidays are coming up that brings surges of tourists who prefer to come to Puerto Peñasco for their vacations. He also commented that the 'snowbirds' – the seasonal visitors from outside the Southwest regions – are starting to arrive to this port early this year, and with them the associates of CANACO will benefit.

To finalize, Arturo Rodriguez Rico said that there are more than 300 members associated with CANACO, and that next year they will look for more members to join the Chamber to help strengthen and create newer and better programs.

Peñasco Maintains Strong Flow Of Tourism

Real Estate Crisis Believed to Have Already Hit Bottom

(http://www.visitrockypoint.com/?p=2900)

Despite the undeniable a negative effects of the economic downturn in the United States, Which has already hit bottom, throughout 2007 Puerto Peñasco maintained a high rate of tourism and sustains a clear upward tendency, revealed Epifanio Salido Pavlovich, head of the Sonora Commission on the Promotion of Tourism.

Salido Pavlovich detailed that by the end of the year, foreign tourism had increased by nearly 11%, topping out at 1,700,000 visitors, 80% of these from Arizona. Likewise, national tourism increased by 14% totaling more than 400,000 visitors. Therefore, reports for 2007 registered a grand total of 2.1 million tourists to the area.

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The tourism official remarked that although there remain many challenges to address, the city's potential continues to be positive and the area is still the star destination in Sonora. He added that the state and municipal governments are jointly working on efforts to focus on areas that are lacking.

Salido Pavlovich stated that in 2008 they will have to generate concrete solutions in the areas of housing, potable water and others of basic infrastructures brought on by the same "boom" in tourism.

He stated that the 2007 economic downturn and real estate crisis in the United States had a strong impact on Peñasco. However, he stated, this is something that has already hit bottom and now phase of recuperation can be expected.

He believes that by mid-2008 the economic crisis will have passed, and added that till now this has not caused the withdrawal of investments from the port.

The coordinator for the Sonora Commission on the Promotion of Tourism remarked that, despite everything, the annual average for Puerto Peñasco has been favorable. He added that though there was a slowdown in investment, the flow of tourism did not drop; to the contrary, this remained at high levels.

He reiterated that the crisis has already hit bottom and period of recuperation has begun. He expects that this will positively impact the city as the shining northwestern part of the country in the area of tourism.

OWNING REAL ESTATE IN ROCKY POINT

From the "Real Estate Guide Rocky Point", January 2008

(http://www.atrockypoint.com/article_owning_real_estate_in_rocky_point)

"Real estate in Rocky Point has been a flourishing business for the past ten years..."

Imagine the joys of a winter home that makes you money whenever you are not staying in it. This kind of place would be beautiful to visit, comfortable and easy to live in, and ready for you whenever you want because it would be yours. A timeshare cannot offer you all of that no matter how desirable the location, since it can be difficult to get the time slots that you want and even harder during peak vacation time. A timeshare cannot give you everything you need to have the perfect getaway whenever you want, but a condo in a place like Rocky Point, Mexico can.

Rocky Point, also known as Puerto Peñasco, is one of the most incredible real estate locations in Mexico. Invest in Mexico and you can retire to your beachfront condo whenever you wish to enjoy days filled with sun, sand, golfing, fishing, and anything else you could desire from an ocean side paradise. Your

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oceanfront/ Ocean view home or condo will be waiting for your return whenever you are away, and you will surely wish to retire to Rocky Point's idyllic setting after spending vacation after vacation in sunny bliss. Owning Real Estate in this growing market can also be a greatly profitable adventure. The typical American has only two to four weeks of vacation time per year, and for the other forty eight weeks, your vacation property would normally sit empty, awaiting you. To keep your property on the Sea of Cortez working for you, hire a local property management company like Oceano Rentals or Sea Side Reservations, to keep your place looking fresh and lovely and rent your condo out as a vacation rental to others looking to enjoy the wonders of Rocky Point.

Real estate in Rocky Point has been a flourishing business for the past ten years because of the high profitability and constantly increasing prices of the local properties. Even just a couple of years of property ownership could translate into big money for interested investors, and getting a great vacation home that pays for itself is no small benefit either. You may become so enamored with your property in Rocky Point that you will not be willing to sell it! Current market conditions are definitely in favor of those who want to purchase, so do your research, hire a certified agent to guide you through the process and start looking at potential ocean side properties.

Owning real estate in this lovely tourist destination means living in the lap of luxury. The beautiful and luxurious condominium projects and other properties in this city are made for the comfort and delight of their residents, even short term residents like yourself. Glance out the window of your condo and watch the dolphins and play in the tranquil waters of the Sea of Cortez. Enjoy sunshine on the beach or adventures beneath the waves, and fall in love with this incredible location. Your investment property may be just waiting for you in sunny Mexico and now is the time to make the smart move that you have been dreaming of. Take advantage of current market conditions, and invest now!

Investing in a condominium in Rocky Point could be a smart investment choice for those who are looking to invest in Mexico. You will have a vacation home to enjoy only 60 miles south of the US border, and be able to enjoy the beautiful Sea of Cortez on your future vacations. Potentially you could be able to resell the condo for a great profit in a few years, if you don't decide to retire to Mexico entirely. With all of these incredible benefits, what could be better?

TRI_C006538

TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

CONFIDENTIAL

PLEASE RETURN ONE COPY OF THIS DOCUMENT TO US IN THE PROVIDED RETURN PACKAGING.

PLEASE KEEP ONE COPY OF THIS DOCUMENT FOR YOUR PERSONAL RECORDS.

EXHIBIT
S-144
ADMITTED

TRI-CORE
COMPANIES LLC

Memorandum#: Elton Chan Referral: Brian Buckley

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

$4,500,000

$10,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
60% Rate of Return, Compounded Annually, Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $25,600 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Four Hundred and Fifty (450) Secured Promissory Notes ("Notes") at an offering price of Ten Thousand ($10,000) Dollars per Note, for a maximum total of Four Million Five Hundred Thousand Dollars ($4,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK (SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$10,000	$1,000	$9,000
Maximum Units	$4,500,000	$450,000	$4,050,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is March 1, 2008

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TRI-CORE COMPANIES, LLC BUSINESS PLAN D1

CONFIDENTIAL

IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

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DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

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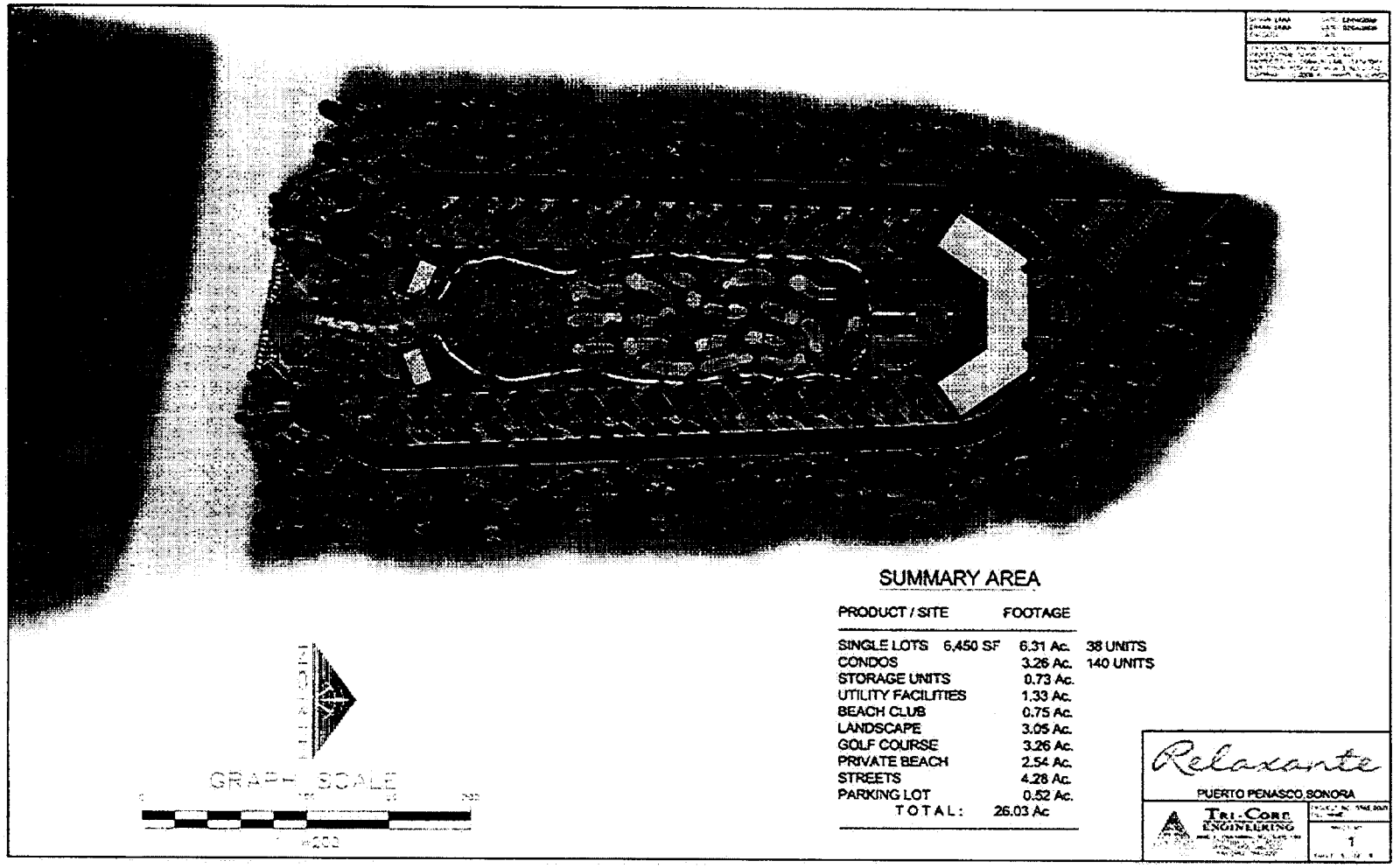
Site Plan



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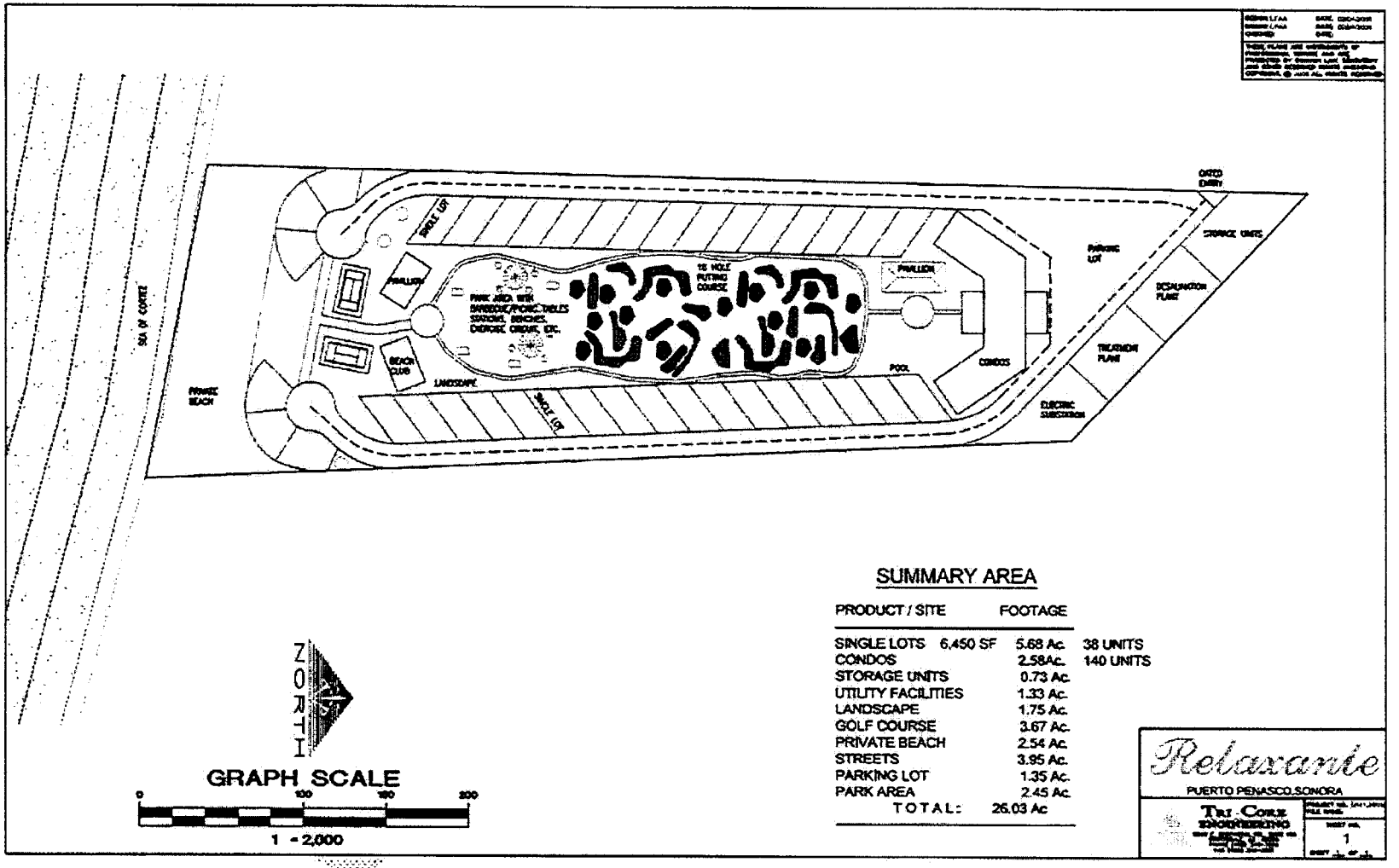

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Relaxante

PUERTO PENASCO, SONORA

TRI-CORE ENGINEERING

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1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Four Hundred and Fifty (450) Notes issued by the Company at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of sixty (60%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. This offering will commence on March 1, 2008, and will terminate no later than February 28, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The use of the proceeds is to purchase and develop a water front parcel in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized and Nine Hundred (900) Membership Units are issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of the

TRI_C005583

upper Sonoran coastline in Sonora, Mexico. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company.

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review,

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inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

CONFIDENTIAL

Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**
  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**
  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**
  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, for a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before proceeds can be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such

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Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized

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personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Four Hundred and Fifty (450) Notes of the Company to potential investors at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of sixty (60%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. All principal shall be paid at maturity (24 months). Interest shall be paid at maturity (24 months). The principal and any interest due on said principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date can not be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property.

The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the title to the property until all note holders will be paid in full.

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6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	**Percent of Proceeds**
Proceeds From the Sale of Notes	$4,500,000	100.00%

Application of Proceeds

Offering Expenses (1)	$ 100,000	2.22%
Commissions (2)	$ 450,000	10.00%
Total Offering Expenses & Fees	**$ 550,000**	**12.22%**
Land Purchase (5)	$1,500,000	33.34%
General Project Expenses	$ 280,000	6.22%
On-Site Work	$ 325,000	7.22%
Soft Cost	$ 350,000	7.78%
Marketing	$ 480,000	10.67%
Administration (3)	$ 615,000	13.67%
Contingency	$ 400,000	8.89%
Net Offering Proceeds	**$3,950,000**	**87.78%**
Total Application of Proceeds	**$4,500,000**	**100.00%**

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Includes Scottsdale and Mexico offices; legal and accounting fees.

(4) No minimum has been set for this offering.

(5) Amount due to Tri-Core Business Development, LLC for inter-company transfer of title to Tri-Core Companies, LLC.

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Four Hundred and Fifty (450) Notes or Four Million Five Hundred Thousand ($4,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	-0-	$4,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$4,500,100

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Four Million Five Hundred Thousand ($4,500,000) Dollars of Notes to selected investors, effective on March 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

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12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to usual federal and state laws, rules and regulations . The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

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12.7 GENERAL ECONOMY

The Company is subject to the Mexican and U.S. Economy and its effect on consumer confidence and spending.

12.8 DEPENDANCY ON SUPPLIERS AND BUILDING TRADES

Since the Company is dependent on building materials and the general building trades, any shortage or slowdown could affect timetables.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Ten Thousand ($10,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND

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INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

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15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

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6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million ($5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

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17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in **"INVESTOR SUITABILITY REQUIREMENTS."**

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

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COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Ten Thousand ($10,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 28, 2010.

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20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

June 30/2009
Date

Elton Chan
Print Name

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CONFIDENTIAL

EXHIBIT A

SUBSCRIPTION AGREEMENT

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Print Name of Subscriber: Elton Chan

Amount Loaned: $ 70,000.00

Number of Notes: Seven (7)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MAXIMUM OF FOUR HUNDRED AND FIFTY (450) SECURED PROMISSORY NOTES

TEN THOUSAND ($10,000) DOLLARS PER NOTE

MARCH 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

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Each subscriber for the Secured Promissory Notes, Ten Thousand ($10,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Tri-Core Companies LLC and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Ten Thousand ($10,000) per Note), to ***Tri-Core Companies, LLC***. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

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Print Name of Subscriber: **Elton Chan**

Amount Loaned: $ 70,000.00

Number of Notes: Seven (7)

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road – Suite 150
Scottsdale, AZ 85250

Gentlemen:

(f) **Subscription.** The undersigned hereby subscribes for **Seven (7)** Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Ten Thousand ($10,000) Dollars per Note for an aggregate loan of **$70,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated March 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Ten Thousand ($10,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, with no minimum subscription (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Four Million Five Hundred Thousand ($4,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to Be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

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Company the Loan Amount by ***check made payable to the order of Tri-Core Companies, LLC*** in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

(1) Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

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8. Representations and Warranties.

(f) The Company hereby represents and warrants as follows:

(f) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite company power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(f) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the

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rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate

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to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to

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which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated there under by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

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(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

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12. Miscellaneous.

(f) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

© This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

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IN WITNESS WHEREOF, the undersigned, by his, her, or its execution hereof, has read and approved this Subscription Agreement and agrees to be bound by this Agreement.

Executed this 30th day of June, 2009, at Burnaby (City), British Columbia (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned *(circle one)*: **[is]** **[is not]** a citizen or resident of the United States.

Elton Chan **Print Name of Individual**	**Jessica Chan** **Print Name of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
[redacted] **Print Social Security Number of Individual**	[redacted] **Print Social Security Number of Spouse or Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Signature of Individual	**Signature of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Print Residential Address: [redacted] [redacted] Canada [redacted]	**Print Residential Telephone Number:** [redacted]

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If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation, Trust, or Other Business Entity	**Print Federal Tax Identification Number**
Signature of Authorized Representative	**Print Jurisdiction of Entity**
Print Name of Authorized Representative	**Print Title of Authorized Representative**
Print Residential Address of Investor:	**Print Residential Telephone Number:**

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 30th day of June, 2009.

TRI-CORE COMPANIES, LLC

By: 6-24-09
Jason Todd Mogler – President

By: 6-24-09
Jim Hinkeldey – Vice-President

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EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

_____ *initials* A. **"Nonaccredited Investor".** The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

D.C *initials* B. **"Accredited Investor".** The undersigned is an Accredited Investor as defined below (*check applicable box*):

☑1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

☐2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

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☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million ($5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and <u>each</u> equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

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* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

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EXHIBIT B

PROMISSORY NOTE

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EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **$70,000.00 Dollars** with a rate of return of sixty percent (60%) compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty or premium at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

1. NOTES

This Note in the principal amount of Ten Thousand ($10,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated March 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied,

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except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices**. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings**. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability**. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law**. This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

(g) **Approval.** By signing below, each party respectively acknowledges that they have read and approved this promissory note.

Maker:

Tri-Core Companies, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

Elton Chan
[redacted] Canada

Jason Todd Moolen 6-24-09
Print Name

6-24-09
Signature & Date

Elton Chan
Print Name

6-30-09
Signature & Date

TRI_C005619

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: Elton Chan
2. Address of Principal Residence: [redacted]
   [redacted], Canada, [redacted]

   County: _____
3. Residential Telephone Number [redacted]
4. Where are you registered to vote (County & State)? [redacted], Canada
5. Your driver's license is issued by the following state: [redacted]
6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

   _____

   _____
7. Please send all correspondence to:

   (1) ✓ Residential Address *[as set forth in item A-2]*

   (2) _____ Business Address *[as set forth in item B-1(a)]*

TRI_C005620

8. Date of Birth: [redacted]

9. Country of Citizenship: Canada

10. Social Security Number or Tax I.D. Number: [redacted]

11. E-Mail Address: neodog@ [redacted]

B. Occupations and Income

1. Occupation: Senior Animator

   (a) Business Address: [redacted]

   (b) Business Telephone Number: [redacted]

2. Gross income during each of the last two years exceeded:

   (1) _____ $25,000 (3) _____ $50,000

   (2) ✓ $100,000 (4) _____ $200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000.

   (1) _____Yes (2) ✓ No (3)_____Not Applicable

4. Estimated gross income during current year exceeds:

   (1) _____ $25,000 (3) ✓ $50,000

   (2) _____ $100,000 (4) _____ $200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000.

   (1) _____Yes (2) ✓ No (3)_____Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____$50,000-$100,000 (2) _____$100,000-$250,000 (3) _____$250,000-$500,000

(4) _____$500,000-$750,000 (5) _____$750,000-$1,000,000 (6) ✓ over $1,000,000

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2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)✓ Yes (2)____ No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____ Yes (2)✓ No

E. Investment Percentage of Net Worth

If you expect to invest at least $100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)____ Yes (2)____ No (3)✓ Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)✓ Yes (2)____ No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Signature Date: June 30/09

Signature *(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)* Date: June 30/09

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EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase virgin beachfront land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and was chosen because of the access the new Coastal Highway has afforded this area. Prior to the new highway, this area was inaccessible except by rugged four-wheel-drive vehicles. The highway will make this area accessible by automobile for millions of visitors and buyers from the United States.

The Company believes that there will be a major increase in demand for property in this area with the completion of the highway. The highway is currently over three-quarters complete and only a 15-mile portion of the center section remains to be completed. This section is scheduled for completion by the end of Spring 2008.

Business Operations

Ownership and Employees:

The Company is intended to be a very competitive, highly motivated company with a small number of select key employees. The majority of the day to day responsibilities, planning and development tasks will be performed by the principal/managing partners. All other tasks that cannot be performed on behalf of the company by principals or employees will be done by hired contract services. An example of a hired contract service would be accounting.

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

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Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**

  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**

  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**

  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

Market Knowledge and the Property

Knowledge of the Marketplace:

The Principals of the Company have been active in real estate and Mexico for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

The El Golfo area was chosen for the Company's purchases due to its potential appreciation. Some of the driving factors that influenced this decision were:

- The new Coastal Highway;
- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico);
- Its location on a beautiful, pristine, major body of water;
- The quality of the sand beaches ;
- The scenic mountain views of the Baja Peninsula;
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport;
- The $50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is completed and the balance is to be completed by 2008.

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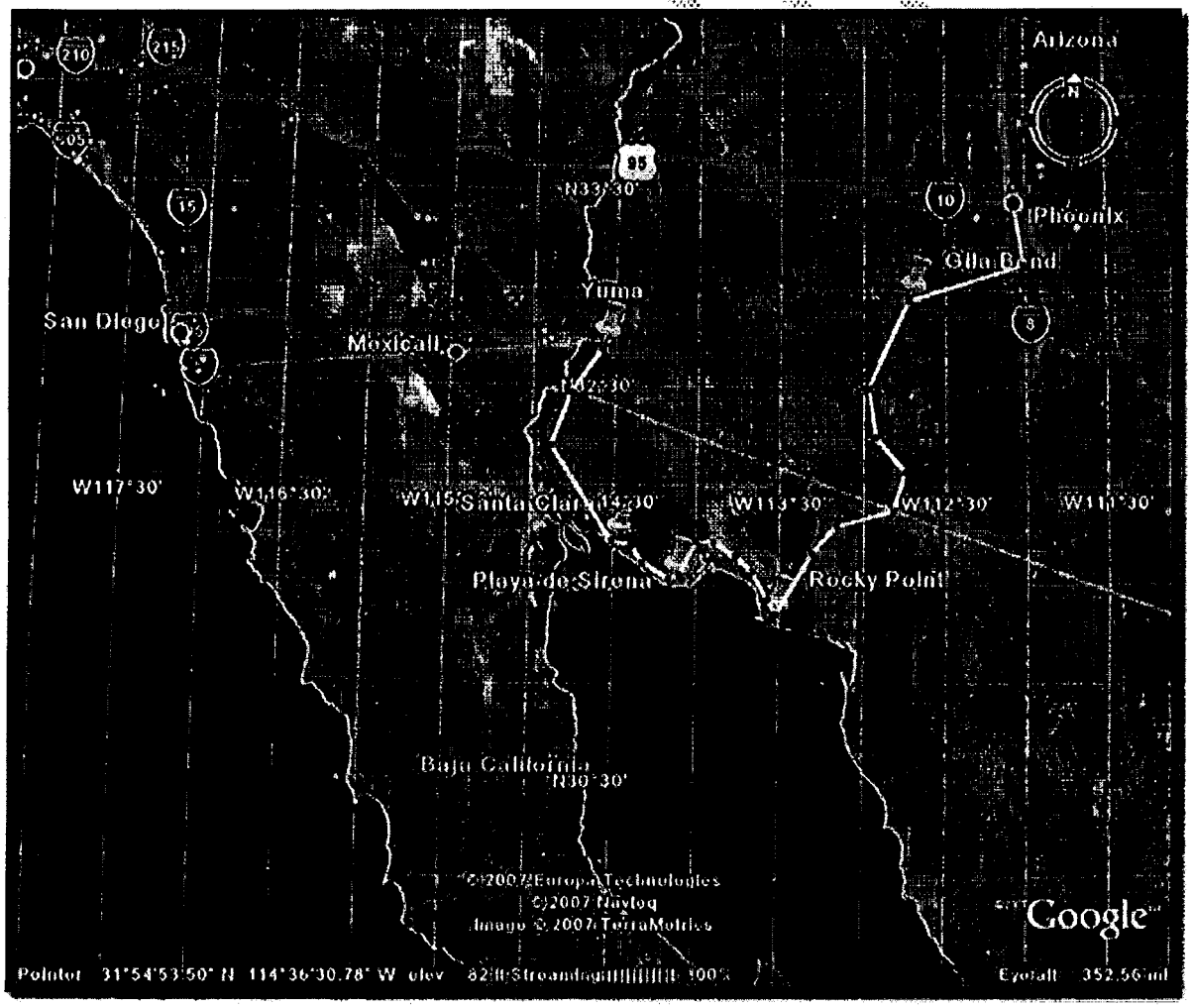
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction and will serve the El Golfo/Rocky Point areas.

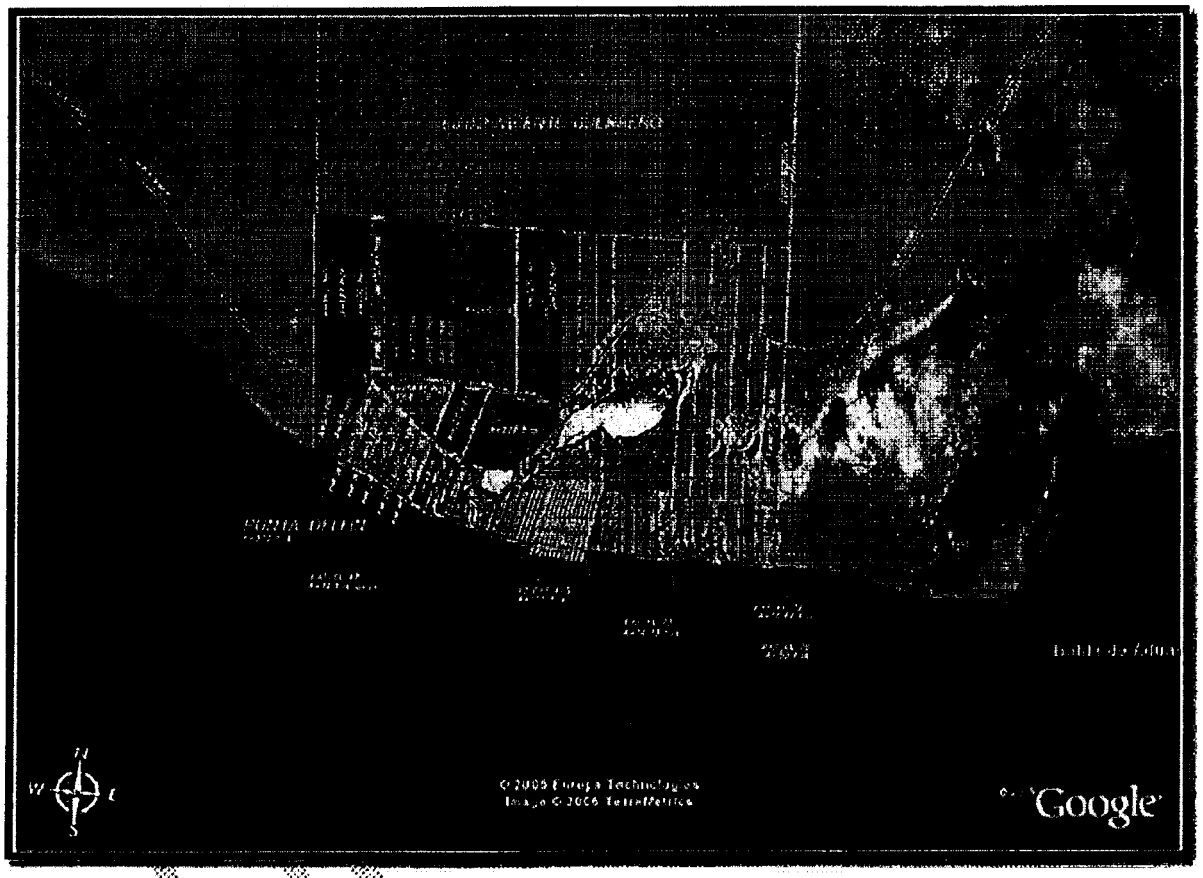
The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of $200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as for longer stays by visitors from all across the United States and Canada.

The Property

Parcel 47 – Relaxante is at the southeastern edge of the town of El Golfo on the Sea of Cortez. It is approximately one hour drive time south of the U.S. /Mexico border at San Luis.



This parcel has approximately 26.75 acres of land with over 640 feet of beautiful sandy beach frontage. There are rolling dunes and wonderful views of the Sea of Cortez and the mountains of the Baja Peninsula. The site is well-adapted for the launching of small boats.



The Proposed Development for Lot 47:

This project is a proposed gated luxury development fronting on and viewing the Sea of Cortez in the rapidly developing area of San Luis Rio Colorado, Sonora, Mexico. The property consists of 10.83+/- hectares (26.8+/- acres) of land on a site overlooking the scenic waterways of the Sea of Cortez and the mountains of the Baja Peninsula to the west. The property has over 200 meters (640+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches of the Sea of Cortez (a.k.a. the Gulf of California).

This project is a proposed mixed-use development, including a gated single-family development of 40+/- villa lots, a 140-unit condominium development, and some commercial facilities.

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Due to topography, the northerly portion of the site contains a mid-rise condominium building. The center portion of the site is gently sloping and will contain the staggered water view lots. The southern beachfront portion of the site contains six beachfront lots, along with a beachfront pool and beach club. Due to the carefully chosen staggered lot placement, all villas and condominium units will enjoy beautiful views of the Sea of Cortez and the mountains of the Baja Peninsula.

Villa lots will be approximately 6,500 square feet in size and the Villas will range in size from 2,400 to 2,600 square feet. The condominium units will be approximately 1,500 square feet with larger units located on the top floors. The six prime waterfront lots will be on the beach – affording wonderful views for miles in each direction and easy water and beach access. The development will provide all the amenities associated with a destination development.

Business Goals

In early 2008, we will be contracting for the necessary survey, topographical map, and environmental studies required for the permitting stage. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters adjacent to the "high water mark" that is currently controlled by the Mexican Government. This is an important concession and we are proceeding forward.

After preliminary discussions with utility suppliers, it is the Company's belief that the use of self-contained utilities are in the best interest of the development. Permits for these utilities will be sought from the municipality of San Luis (the governing entity), in conjunction with our partners.

During the early part of 2008, the Company's primary focus will be on the preparation of the site plan, all required studies, and the gathering of bids for utilities. It is anticipated that by mid-2008, we will be finalizing the preliminary plans in accordance with site reports.

Once the final layout has been concluded, talks with local developers, investors, and realtors in Mexico and the United States will commence. It is the intention that the Company will be in a position to move quickly and efficiently to either sell individual lots or sell the development. The Company foresees the actual sale of the parcels occurring in mid-year 2009.

To ensure further success, the Company will continue to focus on the development of strong relationships with key property professionals (realtors, agents, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good working relationship with several governmental agencies, we will also be working quite diligently throughout the entire developmental process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving a strong and favorable relationship with the governing authorities.

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El Golfo / Rocky Point – General Economic and Area Information:

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation / boating area for Arizona, Nevada, and Southern California in the spring and summer, as well as a perfect destination for "Snowbirds" in the winter – creating a year-round demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time to Rocky Point has been about four-plus hours from Phoenix, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built in the Sandy Beach neighborhood of Rocky Point within the past few years. These are well-designed and constructed developments with many beachfront amenities. These units have generally sold for $300,000 to over $1,500,000, primarily to U.S. residents.

El Golfo is about 25 miles east of Rocky Point. The El Golfo area is near the northern end of the Sea of Cortez and is well protected from adverse weather. Consequently, the waters are generally calm. El Golfo is a picturesque fishing village with long, wide, sandy beaches. The fishermen launch their boats from the sandy beaches directly to the water. There is at present one paved road that ends at El Golfo.

The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes. Accordingly, this whole area between Rocky Point and El Golfo is poised to undergo extensive real estate development. In anticipation of this future growth, a new major border crossing facility is planned for San Luis to help relieve congestion at the present in-town facility. The number of inspection lanes will increase from five to sixteen, and will consequently decrease the time for crossing the border.

For the first time, large U.S. markets from California, Nevada, and Western Arizona will be within a reasonable driving distance. As an example, the Southern California market will have its driving time reduced from approximately eight hours to just around four hours. There are many resort areas of Mexico with extensive development taking place, however, there are only limited areas on the calm waters of the Sea of Cortez that have good driving access from the United States.

The new highway is the driving force that has dramatically changed access to this area. It is the Company's belief that since prime oceanfront land in this area's acreage is limited, the demand for this property will be strong. This belief is further strengthened by its aggressive promotion of Relaxante to the new markets of California, Nevada, and Western Arizona.

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Proforma

Parcel 47

Pro Forma - 26.75 acre (10.84 Ha.)

Sale Project to a Developer

March 2008

		TOTALS
REVENUE		
Sales Price Developer		$14,200,000
Total Revenue		**$14,200,000**
Finder's Fee	4%	**$568,000**
Total Net Revenue		**$13,632,000**
EXPENSES		
ON-SITE WORK		
Mass Excavation / Fill & Grading		$200,000
Gated Entryway		$25,000
Perimeter Wall		$100,000
Total Onsite Work		**$325,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL		
Administrative (Taxes, Permits & Licensing)		$50,000
NATAWA Bond		$200,000
Legal		$100,000
Total General Expenses		**$350,000**
GENERAL PROJECT EXPENSES		
Project Master Plan		$80,000
Engineering		$50,000
Boundary and Topographic Survey		$20,000
Concept Approval, Zoning, Environmental		$130,000
Total General Project Expenses		**$280,000**
TOTAL EXPENSES		
Project Contingency		$95,500
Principal and Interest		$11,520,000
Total Expenses, Contingency, and Interest		**$12,570,500**
Net Income		$1,061,500

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Parcel 47 Pro Forma - 26.75 acre (10.84 Ha.) Vertical on Condos, Vertical on Villas March 2008	TOTALS				
	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
UNITS					
Condo Tower Units	140				
Ocean View Villas	38				178
REVENUE					
Condo Tower Units		1,500		$300,000	$42,000,000
Ocean View Villas		2,500		$1,300,000	$49,400,000
Total Revenue					$91,400,000
INFRASTUCTURE TAKE-OUTS					
NATAWA ($30k x 178 Units)					$5,340,000
SALES COMMISSIONS					
Sales Commissions	6%				$5,484,000
Total Sales Commissions					$5,484,000
Total Net Revenue					$80,576,000
EXPENSES					
PROJECT ACQUISITION					$14,200,000
AMENITIES CONSTRUCTION					
Landscape and Irrigation System					$80,000
Grading					$95,000
Beach Club					$1,000,000
18- Hole Putting Course					$500,000
Construction Office					$215,000
Total Amenities					$1,890,000

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Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Condo Tower Units					
Construction	140	1,500	110		$23,100,000
Architectural (4% of construction costs)			4.0%		$924,000
Total Condominiums					**$24,024,000**
Ocean View Villas					
Construction	38	2,500	125		$11,875,000
Architectural (4% of construction costs)			4.0%		$475,000
Total Ocean View Villas					**$12,350,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL					
Administrative (Taxes, Permits & Licensing)					$550,000
Accounting					$80,000
Legal					$322,500
Total General Expenses					**$952,500**
MARKETING					
Initial Launch					$860,000
Marketing (% of gross sales)			5%		4,570,000
Total Marketing					**$5,430,000**
GENERAL PROJECT EXPENSES					
Construction Camp					
Temporary Utilities (Power, Sewer, Water)					$107,500
Bunk House (4 people per room)	50	200	$40		$400,000
Mess Hall					$43,000
Medical Operating Cost ($5,000 per month)					$240,000
Security (Temporary)					$150,000
Gatehouse					$30,000
Employee Housing					$800,000
Offsite (Scottsdale 3,000sf, @ $3 sf 4 yrs)					$423,000
Offsite (San Diego 2,000sf, @ $3 sf 4yrs)					$288,000
Offsite (Rocky Point 2,000sf, @ $3 sf 4 yrs)					$288,000
Temporary Sales Office					$12,900
Sales Office					$43,000
Job Supervision & Coordination					$100,000
Total General Project Expenses					**$2,925,400**
TOTAL EXPENSES					**$61,771,900**

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Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Project Contingency	5%				3,088,595
Interest (Debt Service)					1,440,000
Total Expenses, Contingency and Interest					**$66,300,495**
Net Income					**$14,275,505**
Cumulative					**15.6%**

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Articles of Interest

Plans To Designate 400M Pesos To Roads, Electricity, and Water During 2008

Funding expands to support three main infrastructure projects

(http://defrente.puerto-penasco.com/editions/452/003.html)

Press Bulletin
Issue #452

With a projected investment of 400 million pesos (~$36.8M USD) the Director of Public Works is planning to continue during 2008 the integral project of city paving and electrification and water supply to the new neighborhoods - as well as enlarge the city's drainage network to improve the city's image.

Marco David Rangel Lopez, director of the afore mentioned office, said that it cannot be doubted that among the priorities of Mayor Heriberto Renteria Sanchez is the unprecedented Paving Works Project, for which he is obtaining a package of Federal Government resources around 100 million pesos (~$9.2M USD).

Rangel Lopez said that they want to continue with the pavement work on another 20 avenues and boulevards, covering a surface of more than 700 thousand square meters, in addition to the package of streets repaired during this past year. If this project is accomplished in full, the percentage of paved streets in our city will rise from 18% to 40%.

Moreover within the projects for 2008, the Director of Public Works mentioned that they will include the installation of the drainage network for the northwest sector of the city with and investment close to 60 million pesos (~$5.5M USD).

At the same time they will work on the construction and maintenance of sidewalks at the main boulevards and avenues, not forgetting the purpose of improving the image of the old harbor sector where financial resources are designated for around 90 million pesos of improvements (~$8.3M USD) according with the executive plan approved by the city council.

To continue with the electrification in the New Peñasco and San Rafael neighborhoods, it is an investment of at least 15 million pesos (~$1.38M USD) is designated for 2008, and it is also planned to attend to the delayed work on the water supply and they will also program to provide basic services.

He added that among the plans and projects for this year are actions for benefit of schools with the construction of classrooms, fences, tile roofs and to attend several requests channeled through the Sonorense Program of Social Participation (PASOS) and the Direction of Social Development.

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He also added that currently they have a work plan with more than 200 projects of pavement works, urban improvement, basic services, schools and religious centers, that will be accomplished according with the flow of the municipal resources as well as with the resources assigned from the state and federal governments - and in some cases with assistance from credit entities.

CANACO Reports A Good 2007, Optimistic Forecast For 2008

Border Governor's Conference, Tourism, Development All Bode Well For Peñasco In 2008, Says CANACO

(http://defrente.puerto-penasco.com/editions/451/002.html)

By Ivan Bravo Lopez
Issue #451

Even though the last month of the year suffered a significant decrease in many commercial areas, CANACO (Camara Nacional de Comercio de la Ciudad de Mexico - Mexico's System of Local Chambers of Commerce and Development) managed to close out a good year according to its director Arturo Rodriguez Rico. CANACO met their goals and more, as evidenced by the meeting of the border state governors, which was seen as a huge success.

Arturo Rodriguez Rico, President of the National Chamber of Commerce (CANACO) said that despite the economic recession suffered by the US, many associates of CANACO with business interests are closing out the year very well. That is due the fact that December is the month with the biggest increase in sales.

"It was a positive year for the growth and development of the economy of Puerto Peñasco; we were the hosts of the most important event in the history of this port, the meeting of the border state governors. It was a huge success and received publicity worldwide, publicity that would have cost the Chamber of Commerce millions of pesos but was completely free. Its results will hopefully be noticeable in 2008 and 2009," he said.

The president of CANACO said that many State Programs came to Puerto Peñasco and accomplished important improvements. Authorities from SEDESOL (Mexico's Secretariat of Social Development) and PASOS have constantly visited our port to support and encourage the associated merchants of CANACO.

"Guatimoc Iberri Gonzalez and 'Chito' Celaya have repeatedly visited us and they have brought important projects to Puerto Peñasco that are already underway, which shows that the State Authorities care about those who live and own businesses here," he said.

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"There are many projects in Puerto Peñasco that were already in place as well as new ones. Although some have not yet started, we are taking full advantage of those already here which will help the chance of further improvements next year," said Arturo Rodriguez Rico.

He also pointed out that cross-border traffic is expected to only will rise in the upcoming years and that that will bring other economic benefits, as the economic structure in the port depends mostly on tourism.

"Puerto Peñasco depends on tourism, and with the opening of the new international airport and with the improvements at the border crossings, CANACO is expecting an economic boom to take place. In past years and in 2007 we expected tourism mainly from Arizona. But with the new infrastructure next year we expect tourists from California and Colorado, as well as people that will come by air on new commercial flights. So we are expecting a sudden increase to the economy since Puerto Peñasco is an excellent destination," said the president of CANACO.

He also added that due to the stop of the developers, the last months of the year were economically weak, but that the economy typically comes back to normality beginning with the first trimester of the year. A few U.S. holidays are coming up that brings surges of tourists who prefer to come to Puerto Peñasco for their vacations. He also commented that the 'snowbirds' – the seasonal visitors from outside the Southwest regions – are starting to arrive to this port early this year, and with them the associates of CANACO will benefit.

To finalize, Arturo Rodriguez Rico said that there are more than 300 members associated with CANACO, and that next year they will look for more members to join the Chamber to help strengthen and create newer and better programs.

Peñasco Maintains Strong Flow Of Tourism

Real Estate Crisis Believed to Have Already Hit Bottom

(http://www.visitrockypoint.com/?p=2900)

Despite the undeniable a negative effects of the economic downturn in the United States, Which has already hit bottom, throughout 2007 Puerto Peñasco maintained a high rate of tourism and sustains a clear upward tendency, revealed Epifanio Salido Pavlovich, head of the Sonora Commission on the Promotion of Tourism.

Salido Pavlovich detailed that by the end of the year, foreign tourism had increased by nearly 11%, topping out at 1,700,000 visitors, 80% of these from Arizona. Likewise, national tourism increased by 14% totaling more than 400,000 visitors. Therefore, reports for 2007 registered a grand total of 2.1 million tourists to the area.

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The tourism official remarked that although there remain many challenges to address, the city's potential continues to be positive and the area is still the star destination in Sonora. He added that the state and municipal governments are jointly working on efforts to focus on areas that are lacking.

Salido Pavlovich stated that in 2008 they will have to generate concrete solutions in the areas of housing, potable water and others of basic infrastructures brought on by the same "boom" in tourism.

He stated that the 2007 economic downturn and real estate crisis in the United States had a strong impact on Peñasco. However, he stated, this is something that has already hit bottom and now phase of recuperation can be expected.

He believes that by mid-2008 the economic crisis will have passed, and added that till now this has not caused the withdrawal of investments from the port.

The coordinator for the Sonora Commission on the Promotion of Tourism remarked that, despite everything, the annual average for Puerto Peñasco has been favorable. He added that though there was a slowdown in investment, the flow of tourism did not drop; to the contrary, this remained at high levels.

He reiterated that the crisis has already hit bottom and period of recuperation has begun. He expects that this will positively impact the city as the shining northwestern part of the country in the area of tourism.

OWNING REAL ESTATE IN ROCKY POINT

From the "Real Estate Guide Rocky Point", January 2008

(http://www.atrockypoint.com/article_owning_real_estate_in_rocky_point)

"Real estate in Rocky Point has been a flourishing business for the past ten years..."

Imagine the joys of a winter home that makes you money whenever you are not staying in it. This kind of place would be beautiful to visit, comfortable and easy to live in, and ready for you whenever you want because it would be yours. A timeshare cannot offer you all of that no matter how desirable the location, since it can be difficult to get the time slots that you want and even harder during peak vacation time. A timeshare cannot give you everything you need to have the perfect getaway whenever you want, but a condo in a place like Rocky Point, Mexico can.

Rocky Point, also known as Puerto Peñasco, is one of the most incredible real estate locations in Mexico. Invest in Mexico and you can retire to your beachfront condo whenever you wish to enjoy days filled with sun, sand, golfing, fishing, and anything else you could desire from an ocean side paradise. Your

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oceanfront/ Ocean view home or condo will be waiting for your return whenever you are away, and you will surely wish to retire to Rocky Point's idyllic setting after spending vacation after vacation in sunny bliss. Owning Real Estate in this growing market can also be a greatly profitable adventure. The typical American has only two to four weeks of vacation time per year, and for the other forty eight weeks, your vacation property would normally sit empty, awaiting you. To keep your property on the Sea of Cortez working for you, hire a local property management company like Oceano Rentals or Sea Side Reservations, to keep your place looking fresh and lovely and rent your condo out as a vacation rental to others looking to enjoy the wonders of Rocky Point.

Real estate in Rocky Point has been a flourishing business for the past ten years because of the high profitability and constantly increasing prices of the local properties. Even just a couple of years of property ownership could translate into big money for interested investors, and getting a great vacation home that pays for itself is no small benefit either. You may become so enamored with your property in Rocky Point that you will not be willing to sell it! Current market conditions are definitely in favor of those who want to purchase, so do your research, hire a certified agent to guide you through the process and start looking at potential ocean side properties.

Owning real estate in this lovely tourist destination means living in the lap of luxury. The beautiful and luxurious condominium projects and other properties in this city are made for the comfort and delight of their residents, even short term residents like yourself. Glance out the window of your condo and watch the dolphins and play in the tranquil waters of the Sea of Cortez. Enjoy sunshine on the beach or adventures beneath the waves, and fall in love with this incredible location. Your investment property may be just waiting for you in sunny Mexico and now is the time to make the smart move that you have been dreaming of. Take advantage of current market conditions, and invest now!

Investing in a condominium in Rocky Point could be a smart investment choice for those who are looking to invest in Mexico. You will have a vacation home to enjoy only 60 miles south of the US border, and be able to enjoy the beautiful Sea of Cortez on your future vacations. Potentially you could be able to resell the condo for a great profit in a few years, if you don't decide to retire to Mexico entirely. With all of these incredible benefits, what could be better?

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TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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EXHIBIT
S-145
ADMITTED

TRI-CORE
COMPANIES LLC

Memorandum#: MATTHEW CHAN Referral: BRIAN BUCKLEY

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

$4,500,000

$10,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
60% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $25,600 per Unit

Tri-Core Companies, LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Four Hundred and Fifty (450) Secured Promissory Notes ("Notes") at an offering price of Ten Thousand ($10,000) Dollars per Note, for a maximum total of Four Million Five Hundred Thousand Dollars ($4,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK (SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$10,000	$1,000	$9,000
Maximum Units	$4,500,000	$450,000	$4,050,000

Tri-Core Companies, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is March 1, 2008

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies, LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

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DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

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1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Securities offered are Four Hundred and Fifty (450) Notes issued by the Company at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of sixty (60%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. This offering will commence on March 1, 2008, and will terminate no later than February 28, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The use of the proceeds is to purchase and develop a water front parcel in San Luis Rio Colorado, Sonora, Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies, LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized and Nine Hundred (900) Membership Units are issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition, and development, specializing in beach front properties along the coast of the

upper Sonoran coastline in Sonora, Mexico. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this Memorandum, and was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review,

inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**
  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**
  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**
  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, for a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank into which the offering proceeds will be placed. No minimum offering amount has been established before proceeds can be released from the holding account and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such

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Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized

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personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Four Hundred and Fifty (450) Notes of the Company to potential investors at Ten Thousand ($10,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of sixty (60%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. All principal shall be paid at maturity (24 months). Interest shall be paid at maturity (24 months). The principal and any interest due on said principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date can not be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property.

The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases. Tri-Core Companies LLC will establish an administration account which will hold the title to the property until all note holders will be paid in full.

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6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Four Million Five Hundred Thousand ($4,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	**Percent of Proceeds**
Proceeds From the Sale of Notes	$4,500,000	100.00%

Application of Proceeds

Offering Expenses (1)	$ 100,000	2.22%
Commissions (2)	$ 450,000	10.00%
Total Offering Expenses & Fees	**$ 550,000**	**12.22%**
Land Purchase (5)	$1,500,000	33.34%
General Project Expenses	$ 280,000	6.22%
On-Site Work	$ 325,000	7.22%
Soft Cost	$ 350,000	7.78%
Marketing	$ 480,000	10.67%
Administration (3)	$ 615,000	13.67%
Contingency	$ 400,000	8.89%
Net Offering Proceeds	**$3,950,000**	**87.78%**
Total Application of Proceeds	**$4,500,000**	**100.00%**

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) Includes Scottsdale and Mexico offices; legal and accounting fees.

(4) No minimum has been set for this offering.

(5) Amount due to Tri-Core Business Development, LLC for inter-company transfer of title to Tri-Core Companies, LLC.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Four Hundred and Fifty (450) Notes or Four Million Five Hundred Thousand ($4,500,000) Dollars.

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	-0-	$4,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$4,500,100

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies, LLC is a privately held Arizona Limited Liability Company, incorporated on August 29, 2007.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Four Million Five Hundred Thousand ($4,500,000) Dollars of Notes to selected investors, effective on March 1, 2008.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

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12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to usual federal and state laws, rules and regulations . The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

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12.7 GENERAL ECONOMY

The Company is subject to the Mexican and U.S. Economy and its effect on consumer confidence and spending.

12.8 DEPENDANCY ON SUPPLIERS AND BUILDING TRADES

Since the Company is dependent on building materials and the general building trades, any shortage or slowdown could affect timetables.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding to Jason Todd Mogler (30%), Jim Hinkeldey (30%), and Vince Gibbons (30%).

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Ten Thousand ($10,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by Tri-Core Companies, LLC.

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND

INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her, or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

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6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million ($5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or its Principals and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

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17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in **"INVESTOR SUITABILITY REQUIREMENTS."**

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

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COMPANY. Refers to **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Ten Thousand ($10,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES, LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or February 28, 2010.

20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

July 9, 2009
Date

MATTHEW CHAN
Print Name

EXHIBIT A

SUBSCRIPTION AGREEMENT

TRI_C006305

Print Name of Subscriber: MATTHEW CHAN

Amount Loaned: $70,000.00

Number of Notes: 7 (seven) .

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MAXIMUM OF FOUR HUNDRED AND FIFTY (450) SECURED PROMISSORY NOTES

TEN THOUSAND ($10,000) DOLLARS PER NOTE

MARCH 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

Each subscriber for the Secured Promissory Notes, Ten Thousand ($10,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Tri-Core Companies LLC and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Ten Thousand ($10,000) per Note), to ***Tri-Core Companies, LLC***. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Print Name of Subscriber: **MATTHEW CHAN**

Amount Loaned: $70,000.00

Number of Notes: 7 (seven)

Subscription Agreement

To: Tri-Core Companies, LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. **Subscription.** The undersigned hereby subscribes for **7 (seven)** Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Ten Thousand ($10,000) Dollars per Note for an aggregate loan of **$70,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated March 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Ten Thousand ($10,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. **Note Offering.** The Company is offering a maximum of Four Hundred and Fifty (450) Notes at Ten Thousand ($10,000) Dollars per Note, with no minimum subscription (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Four Million Five Hundred Thousand ($4,500,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. **Documents to Be Delivered.** The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. **Making of Loan Amount.** The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by ***check made payable to the order of Tri-Core Companies, LLC*** in the amount indicated above.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Four Million Five Hundred Thousand ($4,500,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

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(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite company power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a

degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

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(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated there under by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part

prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his, her, or its execution hereof, has read and approved this Subscription Agreement and agrees to be bound by this Agreement.

Executed this 9 day of July, 2009, at Burnaby 8:00 am (City), British Columbia (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned *(circle one)*: **[is]** **[is not]** a citizen or resident of the United States.

MATTHEW CHAN **Print Name of Individual**	**Print Name of Spouse / Co-Investor** ***(If Funds are to be invested in Joint Name or are Community Property)***
[redacted] **Print Social Security Number of Individual**	**Print Social Security Number of Spouse or Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Signature of Individual	**Signature of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Print Residential Address: [redacted] [redacted] CANADA	**Print Residential Telephone Number:** [redacted]

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is]** **[is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation, Trust, or Other Business Entity	**Print Federal Tax Identification Number**
Signature of Authorized Representative	**Print Jurisdiction of Entity**
Print Name of Authorized Representative	**Print Title of Authorized Representative**
Print Residential Address of Investor:	**Print Residential Telephone Number:**

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 9 day of July, 2009.

TRI-CORE COMPANIES, LLC SMB by consent 07.06.2009

By: Jason Todd Mogler
Jason Todd Mogler – President

By: Jim Hinkeldey
Jim Hinkeldey – Vice-President

EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

MK

initials A. **"Nonaccredited Investor".** The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

initials B. **"Accredited Investor"**. The undersigned is an Accredited Investor as defined below (*check applicable box*):

☐1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

☐2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million ($5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and <u>each</u> equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

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EXHIBIT B

PROMISSORY NOTE

TRI_C006320

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **$ 70,000.00 Dollars** with a rate of return of sixty percent (60%) compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty or premium at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

1. NOTES

This Note in the principal amount of Ten Thousand ($10,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated March 1, 2008. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are secured by future land purchase.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns**. The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied,

except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices**. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings**. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability**. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law**. This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

(g) **Approval.** By signing below, each party respectively acknowledges that they have read and approved this promissory note.

Maker:	**Holder:**
Tri-Core Companies, LLC, An Arizona Company 8840 E. Chaparral Road - Suite 150 Scottsdale, AZ 85250	**Matthew Chan** [redacted] Canada
Jason T. Mogler - President Print Name	Matthew Chan Print Name
SWB 4 consent 07.06.2009 Signature & Date	07/09/2009 Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: Matthew Hoi Tun Chan

2. Address of Principal Residence: [redacted]

County: CANADA

3. Residential Telephone Number: [redacted]

4. Where are you registered to vote (County & State)? CANADA, [redacted]

5. Your driver's license is issued by the following state: [redacted]

6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

— NONE —

7. Please send all correspondence to:

(1) HMC Residential Address *[as set forth in item A-2]*

(2) _____ Business Address *[as set forth in item B-1(a)]*

8. Date of Birth: [redacted]

9. Country of Citizenship: CANADA.

10. Social Security Number or Tax I.D. Number: Drivers License: [redacted]

11. E-Mail Address: mattchan77 [redacted]

B. Occupations and Income

1. Occupation: MORTGAGE BROKER

   (a) Business Address: [redacted]

   (b) Business Telephone Number: [redacted]

2. Gross income during each of the last two years exceeded:

   (1) _____ $25,000 (3) _____ $50,000

   (2) ✓ $100,000 (4) _____ $200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000.

   (1) _____Yes (2) ✓ No (3)_____Not Applicable

4. Estimated gross income during current year exceeds:

   (1) _____ $25,000 (3) _____ $50,000

   (2) ✓ $100,000 (4) _____ $200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000.

   (1) _____Yes (2) ✓ No (3)_____Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____$50,000-$100,000 (2) _____$100,000-$250,000 (3) ✓ $250,000-$500,000

(4) _____$500,000-$750,000 (5) _____$750,000-$1,000,000 (6) _____over $1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)✓ Yes (2)____ No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____ Yes (2)✓ No

E. Investment Percentage of Net Worth

If you expect to invest at least $100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)✓ Yes (2)____ No (3)____ Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)✓ Yes (2)____ No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Signature _____ Date: July 9, 2003

Signature _____ Date: _____

(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)

EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

The mission of Tri-Core Companies, LLC (the Company) is to purchase virgin beachfront land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and was chosen because of the access the new Coastal Highway has afforded this area. Prior to the new highway, this area was inaccessible except by rugged four-wheel-drive vehicles. The highway will make this area accessible by automobile for millions of visitors and buyers from the United States.

The Company believes that there will be a major increase in demand for property in this area with the completion of the highway. The highway is currently over three-quarters complete and only a 15-mile portion of the center section remains to be completed. This section is scheduled for completion by the end of Spring 2008.

Business Operations

Ownership and Employees:

The Company is intended to be a very competitive, highly motivated company with a small number of select key employees. The majority of the day to day responsibilities, planning and development tasks will be performed by the principal/managing partners. All other tasks that cannot be performed on behalf of the company by principals or employees will be done by hired contract services. An example of a hired contract service would be accounting.

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

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Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**

  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**

  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**

  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

Mr. Hinkeldey's educational background consists of a degree in Banking and Money Management from Adelphi University, Long Island, New York. He also holds a three year specialized degree in real estate finance from the Mortgage Bankers of America which he received at Northwestern University. He attended numerous programs for finance, real estate, and management at New York University and Wharton Business School.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

Market Knowledge and the Property

Knowledge of the Marketplace:

The Principals of the Company have been active in real estate and Mexico for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

The El Golfo area was chosen for the Company's purchases due to its potential appreciation. Some of the driving factors that influenced this decision were:

- The new Coastal Highway;
- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico);
- Its location on a beautiful, pristine, major body of water;
- The quality of the sand beaches ;
- The scenic mountain views of the Baja Peninsula;
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport;
- The $50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is completed and the balance is to be completed by 2008.

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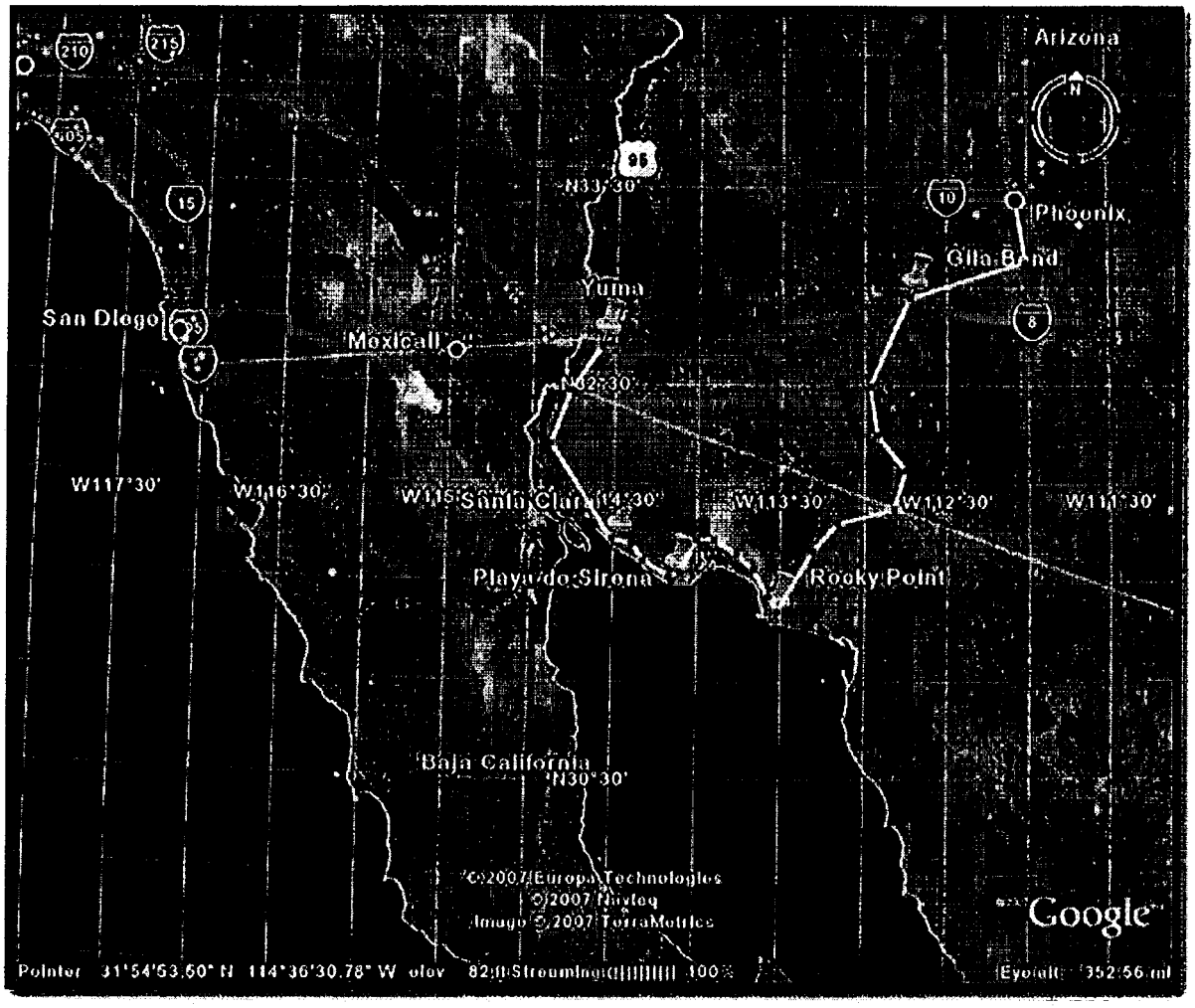
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction and will serve the El Golfo/Rocky Point areas.

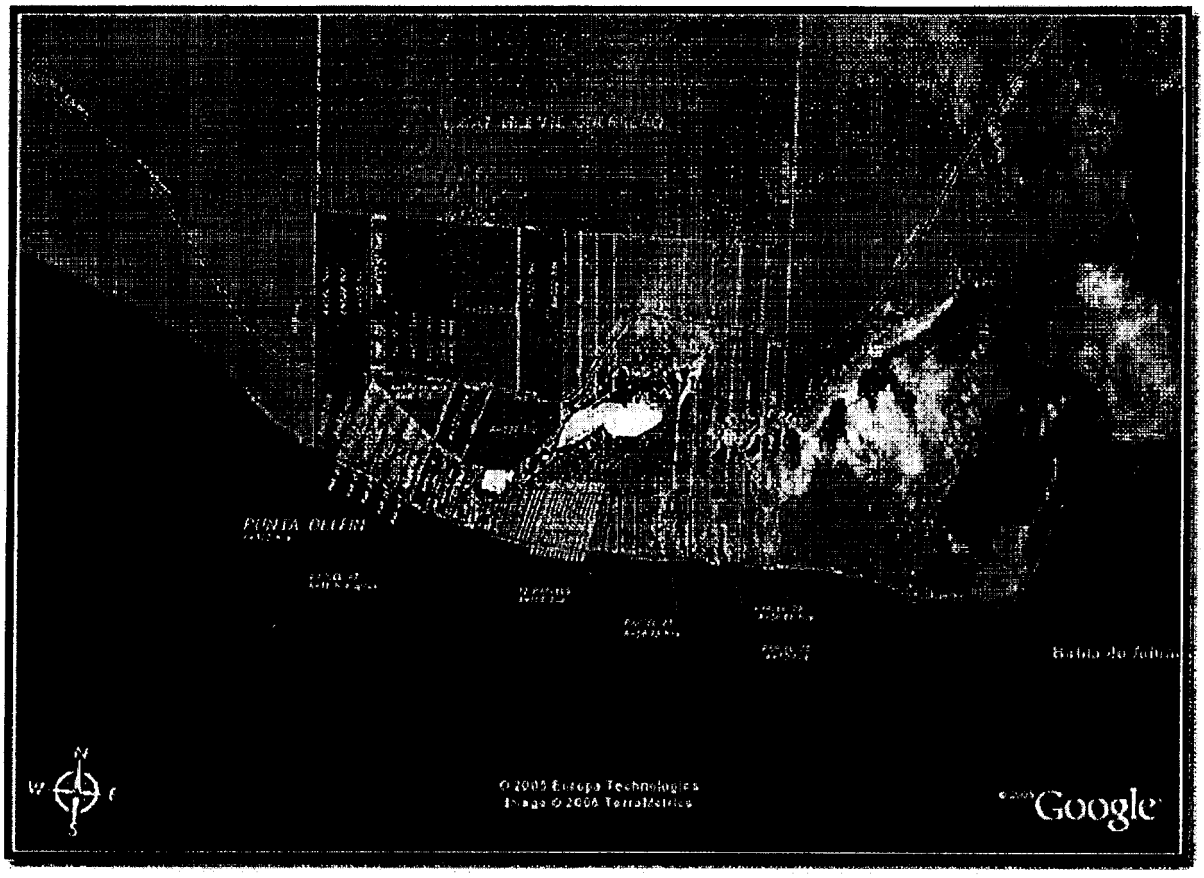
The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built at a cost in excess of $200 million dollars and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. This will make this whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as for longer stays by visitors from all across the United States and Canada.

The Property

Parcel 47 – Relaxante is at the southeastern edge of the town of El Golfo on the Sea of Cortez. It is approximately one hour drive time south of the U.S. /Mexico border at San Luis.



This parcel has approximately 26.75 acres of land with over 640 feet of beautiful sandy beach frontage. There are rolling dunes and wonderful views of the Sea of Cortez and the mountains of the Baja Peninsula. The site is well-adapted for the launching of small boats.



The Proposed Development for Lot 47:

This project is a proposed gated luxury development fronting on and viewing the Sea of Cortez in the rapidly developing area of San Luis Rio Colorado, Sonora, Mexico. The property consists of 10.83+/- hectares (26.8+/- acres) of land on a site overlooking the scenic waterways of the Sea of Cortez and the mountains of the Baja Peninsula to the west. The property has over 200 meters (640+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches of the Sea of Cortez (a.k.a. the Gulf of California).

This project is a proposed mixed-use development, including a gated single-family development of 40+/- villa lots, a 140-unit condominium development, and some commercial facilities.

Due to topography, the northerly portion of the site contains a mid-rise condominium building. The center portion of the site is gently sloping and will contain the staggered water view lots. The southern beachfront portion of the site contains six beachfront lots, along with a beachfront pool and beach club. Due to the carefully chosen staggered lot placement, all villas and condominium units will enjoy beautiful views of the Sea of Cortez and the mountains of the Baja Peninsula.

Villa lots will be approximately 6,500 square feet in size and the Villas will range in size from 2,400 to 2,600 square feet. The condominium units will be approximately 1,500 square feet with larger units located on the top floors. The six prime waterfront lots will be on the beach – affording wonderful views for miles in each direction and easy water and beach access. The development will provide all the amenities associated with a destination development.

Business Goals

In early 2008, we will be contracting for the necessary survey, topographical map, and environmental studies required for the permitting stage. In addition, we will proceed with the concession for the "Federal Zone" so that we may have exclusive use of the 20 meters adjacent to the "high water mark" that is currently controlled by the Mexican Government. This is an important concession and we are proceeding forward.

After preliminary discussions with utility suppliers, it is the Company's belief that the use of self-contained utilities are in the best interest of the development. Permits for these utilities will be sought from the municipality of San Luis (the governing entity), in conjunction with our partners.

During the early part of 2008, the Company's primary focus will be on the preparation of the site plan, all required studies, and the gathering of bids for utilities. It is anticipated that by mid-2008, we will be finalizing the preliminary plans in accordance with site reports.

Once the final layout has been concluded, talks with local developers, investors, and realtors in Mexico and the United States will commence. It is the intention that the Company will be in a position to move quickly and efficiently to either sell individual lots or sell the development. The Company foresees the actual sale of the parcels occurring in mid-year 2009.

To ensure further success, the Company will continue to focus on the development of strong relationships with key property professionals (realtors, agents, financial institutions, law firms, building contractors and suppliers, etc.). While we presently enjoy a good working relationship with several governmental agencies, we will also be working quite diligently throughout the entire developmental process to further strengthen and expand our relationships with governmental agencies and political entities. Since we also understand and respect the Mexican culture, we foresee no obstacle in achieving a strong and favorable relationship with the governing authorities.

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El Golfo / Rocky Point – General Economic and Area Information:

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez. Along its entire length, it is a major recreation / boating area for Arizona, Nevada, and Southern California in the spring and summer, as well as a perfect destination for "Snowbirds" in the winter – creating a year-round demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time to Rocky Point has been about four-plus hours from Phoenix, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built in the Sandy Beach neighborhood of Rocky Point within the past few years. These are well-designed and constructed developments with many beachfront amenities. These units have generally sold for $300,000 to over $1,500,000, primarily to U.S. residents.

El Golfo is about 25 miles east of Rocky Point. The El Golfo area is near the northern end of the Sea of Cortez and is well protected from adverse weather. Consequently, the waters are generally calm. El Golfo is a picturesque fishing village with long, wide, sandy beaches. The fishermen launch their boats from the sandy beaches directly to the water. There is at present one paved road that ends at El Golfo.

The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes. Accordingly, this whole area between Rocky Point and El Golfo is poised to undergo extensive real estate development. In anticipation of this future growth, a new major border crossing facility is planned for San Luis to help relieve congestion at the present in-town facility. The number of inspection lanes will increase from five to sixteen, and will consequently decrease the time for crossing the border.

For the first time, large U.S. markets from California, Nevada, and Western Arizona will be within a reasonable driving distance. As an example, the Southern California market will have its driving time reduced from approximately eight hours to just around four hours. There are many resort areas of Mexico with extensive development taking place, however, there are only limited areas on the calm waters of the Sea of Cortez that have good driving access from the United States.

The new highway is the driving force that has dramatically changed access to this area. It is the Company's belief that since prime oceanfront land in this area's acreage is limited, the demand for this property will be strong. This belief is further strengthened by its aggressive promotion of Relaxante to the new markets of California, Nevada, and Western Arizona.

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Proforma

Parcel 47 Pro Forma - 26.75 acre (10.84 Ha.) Sale Project to a Developer March 2008		TOTALS
REVENUE		
Sales Price Developer		$14,200,000
Total Revenue		**$14,200,000**
Finder's Fee	4%	$568,000
Total Net Revenue		**$13,632,000**
EXPENSES		
ON-SITE WORK		
Mass Excavation / Fill & Grading		$200,000
Gated Entryway		$25,000
Perimeter Wall		$100,000
Total Onsite Work		**$325,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL		
Administrative (Taxes, Permits & Licensing)		$50,000
NATAWA Bond		$200,000
Legal		$100,000
Total General Expenses		**$350,000**
GENERAL PROJECT EXPENSES		
Project Master Plan		$80,000
Engineering		$50,000
Boundary and Topographic Survey		$20,000
Concept Approval, Zoning, Environmental		$130,000
Total General Project Expenses		**$280,000**
TOTAL EXPENSES		
Project Contingency		$95,500
Principal and Interest		$11,520,000
Total Expenses, Contingency, and Interest		**$12,570,500**
Net Income		$1,061,500

TRI_C006335

Parcel 47 Pro Forma - 26.75 acre (10.84 Ha.) Vertical on Condos , Vertical on Villas March 2008	TOTALS				
	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
UNITS					
Condo Tower Units	140				
Ocean View Villas	38				178
REVENUE					
Condo Tower Units		1,500		$300,000	$42,000,000
Ocean View Villas		2,500		$1,300,000	$49,400,000
Total Revenue					**$91,400,000**
INFRASTUCTURE TAKE-OUTS					
NATAWA ($30k x 178 Units)					**$5,340,000**
SALES COMMISSIONS					
Sales Commissions	6%				$5,484,000
Total Sales Commissions					**$5,484,000**
Total Net Revenue					**$80,576,000**
EXPENSES					
PROJECT ACQUISITION					**$14,200,000**
AMENITIES CONSTRUCTION					
Landscape and Irrigation System					$80,000
Grading					$95,000
Beach Club					$1,000,000
18- Hole Putting Course					$500,000
Construction Office					$215,000
Total Amenities					**$1,890,000**

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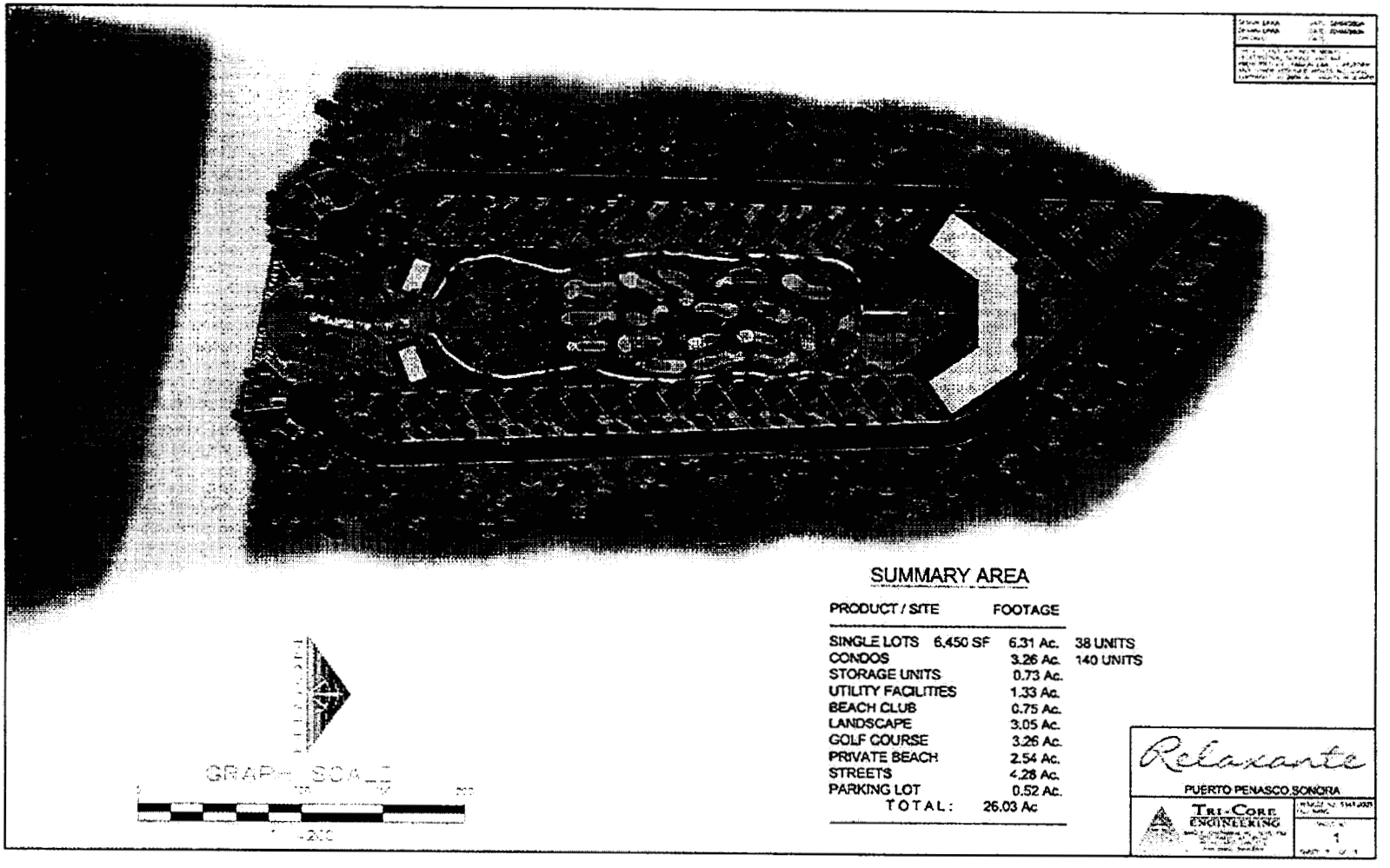
Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Condo Tower Units					
Construction	140	1,500	110		$23,100,000
Architectural (4% of construction costs)			4.0%		$924,000
Total Condominiums					**$24,024,000**
Ocean View Villas					
Construction	38	2,500	125		$11,875,000
Architectural (4% of construction costs)			4.0%		$475,000
Total Ocean View Villas					**$12,350,000**
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL					
Administrative (Taxes, Permits & Licensing)					$550,000
Accounting					$80,000
Legal					$322,500
Total General Expenses					**$952,500**
MARKETING					
Initial Launch					$860,000
Marketing (% of gross sales)			5%		4,570,000
Total Marketing					**$5,430,000**
GENERAL PROJECT EXPENSES					
Construction Camp					
Temporary Utilities (Power, Sewer Water)					$107,500
Bunk House (4 people per room)	50	200	$40		$400,000
Mess Hall					$43,000
Medical Operating Cost ($5,000 per month)					$240,000
Security (Temporary)					$150,000
Gatehouse					$30,000
Employee Housing					$800,000
Offsite (Scottsdale 3,000sf, @ $3 sf 4 yrs)					$423,000
Offsite (San Diego 2,000sf, @ $3 sf 4yrs)					$288,000
Offsite (Rocky Point 2,000sf, @ $3 sf 4 yrs)					$288,000
Temporary Sales Office					$12,900
Sales Office					$43,000
Job Supervision & Coordination					$100,000
Total General Project Expenses					**$2,925,400**
TOTAL EXPENSES					**$61,771,900**

Vertical (Continued)	# of Units	Unit Size	Price/Cost / S.F.	Unit Sales/Cost	Total
Project Contingency	5%				3,088,595
Interest (Debt Service)					1,440,000
Total Expenses, Contingency and Interest					**$66,300,495**
Net Income					**$14,275,505**
Cumulative					**15.6%**

Site Plan



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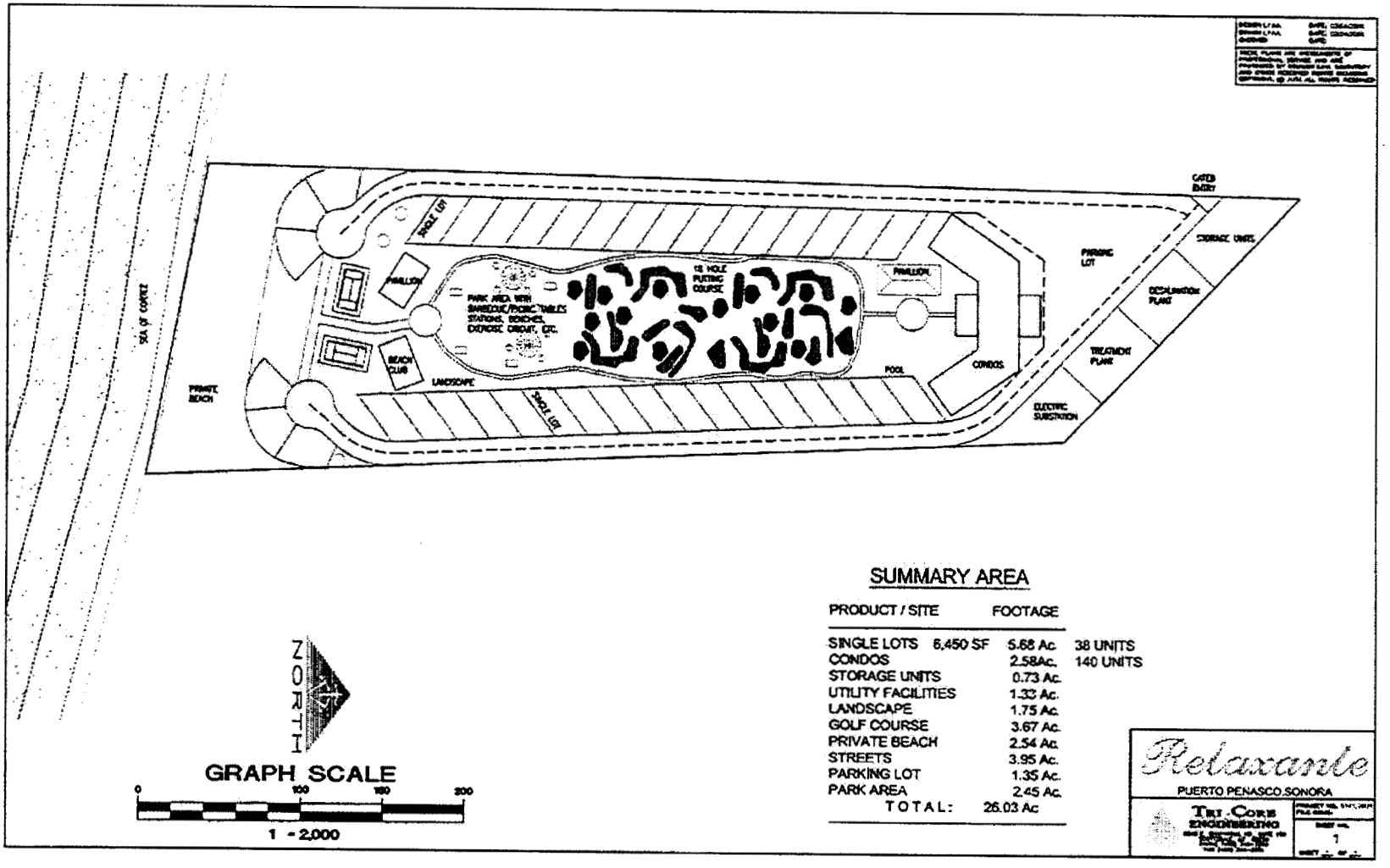

SUMMARY AREA

PRODUCT / SITE		FOOTAGE	
SINGLE LOTS	6,450 SF	5.68 Ac.	38 UNITS
CONDOS		2.58Ac.	140 UNITS
STORAGE UNITS		0.73 Ac.	
UTILITY FACILITIES		1.33 Ac.	
LANDSCAPE		1.75 Ac.	
GOLF COURSE		3.67 Ac.	
PRIVATE BEACH		2.54 Ac.	
STREETS		3.95 Ac.	
PARKING LOT		1.35 Ac.	
PARK AREA		2.45 Ac.	
TOTAL:		26.03 Ac	

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Articles of Interest

Plans To Designate 400M Pesos To Roads, Electricity, and Water During 2008

Funding expands to support three main infrastructure projects

(http://defrente.puerto-penasco.com/editions/452/003.html)

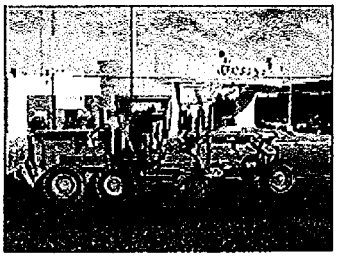
Press Bulletin
Issue #452

With a projected investment of 400 million pesos (~$36.8M USD) the Director of Public Works is planning to continue during 2008 the integral project of city paving and electrification and water supply to the new neighborhoods - as well as enlarge the city's drainage network to improve the city's image.

Marco David Rangel Lopez, director of the afore mentioned office, said that it cannot be doubted that among the priorities of Mayor Heriberto Renteria Sanchez is the unprecedented Paving Works Project, for which he is obtaining a package of Federal Government resources around 100 million pesos (~$9.2M USD).

Rangel Lopez said that they want to continue with the pavement work on another 20 avenues and boulevards, covering a surface of more than 700 thousand square meters, in addition to the package of streets repaired during this past year. If this project is accomplished in full, the percentage of paved streets in our city will rise from 18% to 40%.

Moreover within the projects for 2008, the Director of Public Works mentioned that they will include the installation of the drainage network for the northwest sector of the city with and investment close to 60 million pesos (~$5.5M USD).



At the same time they will work on the construction and maintenance of sidewalks at the main boulevards and avenues, not forgetting the purpose of improving the image of the old harbor sector where financial resources are designated for around 90 million pesos of improvements (~$8.3M USD) according with the executive plan approved by the city council.

To continue with the electrification in the New Peñasco and San Rafael neighborhoods, it is an investment of at least 15 million pesos (~$1.38M USD) is designated for 2008, and it is also planned to attend to the delayed work on the water supply and they will also program to provide basic services.

He added that among the plans and projects for this year are actions for benefit of schools with the construction of classrooms, fences, tile roofs and to attend several requests channeled through the Sonorense Program of Social Participation (PASOS) and the Direction of Social Development.

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He also added that currently they have a work plan with more than 200 projects of pavement works, urban improvement, basic services, schools and religious centers, that will be accomplished according with the flow of the municipal resources as well as with the resources assigned from the state and federal governments - and in some cases with assistance from credit entities.

CANACO Reports A Good 2007, Optimistic Forecast For 2008

Border Governor's Conference, Tourism, Development All Bode Well For Peñasco In 2008, Says CANACO

(http://defrente.puerto-penasco.com/editions/451/002.html)

By Ivan Bravo Lopez
Issue #451

Even though the last month of the year suffered a significant decrease in many commercial areas, CANACO (Camara Nacional de Comercio de la Ciudad de Mexico - Mexico's System of Local Chambers of Commerce and Development) managed to close out a good year according to its director Arturo Rodriguez Rico. CANACO met their goals and more, as evidenced by the meeting of the border state governors, which was seen as a huge success.

Arturo Rodriguez Rico, President of the National Chamber of Commerce (CANACO) said that despite the economic recession suffered by the US, many associates of CANACO with business interests are closing out the year very well. That is due the fact that December is the month with the biggest increase in sales.

"It was a positive year for the growth and development of the economy of Puerto Peñasco; we were the hosts of the most important event in the history of this port, the meeting of the border state governors. It was a huge success and received publicity worldwide, publicity that would have cost the Chamber of Commerce millions of pesos but was completely free. Its results will hopefully be noticeable in 2008 and 2009," he said.

The president of CANACO said that many State Programs came to Puerto Peñasco and accomplished important improvements. Authorities from SEDESOL (Mexico's Secretariat of Social Development) and PASOS have constantly visited our port to support and encourage the associated merchants of CANACO.

"Guatimoc Iberri Gonzalez and 'Chito' Celaya have repeatedly visited us and they have brought important projects to Puerto Peñasco that are already underway, which shows that the State Authorities care about those who live and own businesses here," he said.

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"There are many projects in Puerto Peñasco that were already in place as well as new ones. Although some have not yet started, we are taking full advantage of those already here which will help the chance of further improvements next year," said Arturo Rodriguez Rico.

He also pointed out that cross-border traffic is expected to only will rise in the upcoming years and that that will bring other economic benefits, as the economic structure in the port depends mostly on tourism.

"Puerto Peñasco depends on tourism, and with the opening of the new international airport and with the improvements at the border crossings, CANACO is expecting an economic boom to take place. In past years and in 2007 we expected tourism mainly from Arizona. But with the new infrastructure next year we expect tourists from California and Colorado, as well as people that will come by air on new commercial flights. So we are expecting a sudden increase to the economy since Puerto Peñasco is an excellent destination," said the president of CANACO.

He also added that due to the stop of the developers, the last months of the year were economically weak, but that the economy typically comes back to normality beginning with the first trimester of the year. A few U.S. holidays are coming up that brings surges of tourists who prefer to come to Puerto Peñasco for their vacations. He also commented that the 'snowbirds' – the seasonal visitors from outside the Southwest regions – are starting to arrive to this port early this year, and with them the associates of CANACO will benefit.

To finalize, Arturo Rodriguez Rico said that there are more than 300 members associated with CANACO, and that next year they will look for more members to join the Chamber to help strengthen and create newer and better programs.

Peñasco Maintains Strong Flow Of Tourism

Real Estate Crisis Believed to Have Already Hit Bottom

(http://www.visitrockypoint.com/?p=2900)

Despite the undeniable a negative effects of the economic downturn in the United States, Which has already hit bottom, throughout 2007 Puerto Peñasco maintained a high rate of tourism and sustains a clear upward tendency, revealed Epifanio Salido Pavlovich, head of the Sonora Commission on the Promotion of Tourism.

Salido Pavlovich detailed that by the end of the year, foreign tourism had increased by nearly 11%, topping out at 1,700,000 visitors, 80% of these from Arizona. Likewise, national tourism increased by 14% totaling more than 400,000 visitors. Therefore, reports for 2007 registered a grand total of 2.1 million tourists to the area.

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The tourism official remarked that although there remain many challenges to address, the city's potential continues to be positive and the area is still the star destination in Sonora. He added that the state and municipal governments are jointly working on efforts to focus on areas that are lacking.

Salido Pavlovich stated that in 2008 they will have to generate concrete solutions in the areas of housing, potable water and others of basic infrastructures brought on by the same "boom" in tourism.

He stated that the 2007 economic downturn and real estate crisis in the United States had a strong impact on Peñasco. However, he stated, this is something that has already hit bottom and now phase of recuperation can be expected.

He believes that by mid-2008 the economic crisis will have passed, and added that till now this has not caused the withdrawal of investments from the port.

The coordinator for the Sonora Commission on the Promotion of Tourism remarked that, despite everything, the annual average for Puerto Peñasco has been favorable. He added that though there was a slowdown in investment, the flow of tourism did not drop; to the contrary, this remained at high levels.

He reiterated that the crisis has already hit bottom and period of recuperation has begun. He expects that this will positively impact the city as the shining northwestern part of the country in the area of tourism.

OWNING REAL ESTATE IN ROCKY POINT

From the "Real Estate Guide Rocky Point", January 2008

(http://www.atrockypoint.com/article_owning_real_estate_in_rocky_point)

"Real estate in Rocky Point has been a flourishing business for the past ten years..."

Imagine the joys of a winter home that makes you money whenever you are not staying in it. This kind of place would be beautiful to visit, comfortable and easy to live in, and ready for you whenever you want because it would be yours. A timeshare cannot offer you all of that no matter how desirable the location, since it can be difficult to get the time slots that you want and even harder during peak vacation time. A timeshare cannot give you everything you need to have the perfect getaway whenever you want, but a condo in a place like Rocky Point, Mexico can.

Rocky Point, also known as Puerto Peñasco, is one of the most incredible real estate locations in Mexico. Invest in Mexico and you can retire to your beachfront condo whenever you wish to enjoy days filled with sun, sand, golfing, fishing, and anything else you could desire from an ocean side paradise. Your

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oceanfront/ Ocean view home or condo will be waiting for your return whenever you are away, and you will surely wish to retire to Rocky Point's idyllic setting after spending vacation after vacation in sunny bliss. Owning Real Estate in this growing market can also be a greatly profitable adventure. The typical American has only two to four weeks of vacation time per year, and for the other forty eight weeks, your vacation property would normally sit empty, awaiting you. To keep your property on the Sea of Cortez working for you, hire a local property management company like Oceano Rentals or Sea Side Reservations, to keep your place looking fresh and lovely and rent your condo out as a vacation rental to others looking to enjoy the wonders of Rocky Point.

Real estate in Rocky Point has been a flourishing business for the past ten years because of the high profitability and constantly increasing prices of the local properties. Even just a couple of years of property ownership could translate into big money for interested investors, and getting a great vacation home that pays for itself is no small benefit either. You may become so enamored with your property in Rocky Point that you will not be willing to sell it! Current market conditions are definitely in favor of those who want to purchase, so do your research, hire a certified agent to guide you through the process and start looking at potential ocean side properties.

Owning real estate in this lovely tourist destination means living in the lap of luxury. The beautiful and luxurious condominium projects and other properties in this city are made for the comfort and delight of their residents, even short term residents like yourself. Glance out the window of your condo and watch the dolphins and play in the tranquil waters of the Sea of Cortez. Enjoy sunshine on the beach or adventures beneath the waves, and fall in love with this incredible location. Your investment property may be just waiting for you in sunny Mexico and now is the time to make the smart move that you have been dreaming of. Take advantage of current market conditions, and invest now!

Investing in a condominium in Rocky Point could be a smart investment choice for those who are looking to invest in Mexico. You will have a vacation home to enjoy only 60 miles south of the US border, and be able to enjoy the beautiful Sea of Cortez on your future vacations. Potentially you could be able to resell the condo for a great profit in a few years, if you don't decide to retire to Mexico entirely. With all of these incredible benefits, what could be better?

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