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Transcript Exhibit(s)

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

Arizona Corporation Commission
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Exhibit #: S-229 through S-231, S-234 through S-241, S-243 through S-248, S-250, S-252 through S-255, S-256 through S-271

Part 19 of 19

THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.

The Investment Road Show) BROADCAST

TRANSCRIPTION FROM AN AUDIO RECORDING

April 2, 2010

EXHIBIT
S-229
ADMITTED

ARIZONA REPORTING SERVICE, INC.
Court Reporting
Suite 502
2200 North Central Avenue
Phoenix, Arizona 85004-1481

Transcribed by:
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CERTIFIED TRANSCRIBER
CET**D-323

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 (Commencement of audio recorded broadcast of The
3 Investment Road Show at 00:00:03.)
4 MALE SPEAKER: The views expressed on the
5 following program do not necessarily reflect the views
6 of KFNN staff, management, or advertisers, and do not
7 represent an offer to buy or sell any securities.
8 MALE SPEAKER: Stop driving your finances in
9 circles. It's time for the Road Show, sponsored by the
10 Arizona Investment Center. The Road Show, your map to
11 financial success, with hosts Jason and Jim. To get
12 involved in today's show, call (602) 324-5366, that's
13 (602) 324-KFNN. Outside the Phoenix metro area call
14 (800) 293-KFNN.
15 Now, here's the Road Show.
16 JASON MOGLER: You've joined the Road Show on
17 KFNN Radio, 1510 AM. This is Jason Mogler. I'm here
18 with my cohost Jim Hinkeldey. Jim.
19 JIM HINKELDEY: Hello, Jason. How are you
20 today?
21 JASON MOGLER: I'm doing great. Today's
22 beautiful. It's a good day to be outside and playing
23 golf if you have the opportunity. We're going to be
24 talking about alternative investments today. We have
25 Brian Buckley at the station today.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 And Jim.
3 JIM HINKELDEY: Yes, Jason.
4 JASON MOGLER: Alternative investments, we've
5 talked about that before.
6 JIM HINKELDEY: Um-hmm.
7 JASON MOGLER: We also have had the Arizona
8 Investment Center here online before. They're -- Brian
9 Buckley is with the Arizona Investment Center, and he's
10 going to talk to us a little bit about that.
11 Alternative investments, tell the listening audience,
12 what is an alternative investment?
13 JIM HINKELDEY: An alternative investment is
14 basically anything that has a technical difficulty, has
15 anything that is not associated with traditional stocks,
16 bonds, or cash.
17 JASON MOGLER: Okay. And --
18 JIM HINKELDEY: And it could be anything ranging
19 from artwork to a stamp collection to real estate
20 investments.
21 JASON MOGLER: Okay. And -- and primarily it's
22 just something that's not traded on the stock market?
23 JIM HINKELDEY: Well, no, no. Primarily it's
24 something that is just outside those realms. It's
25 really not that liquid.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 JASON MOGLER: Um-hmm.
3 JIM HINKELDEY: And traditionally is --
4 sometimes it's a little harder to peg where the market
5 is moving, such as art.
6 JASON MOGLER: Um-hmm.
7 JIM HINKELDEY: Back in 1980, art was the big
8 rage in the country, buy whatever art there was, and it
9 was all based on values self-imposed. You could never
10 really peg anything. And then all of a sudden
11 everything went south, and the market tumbled
12 accordingly. So it's not as easy to peg as a
13 traditional bond is, where you can just see the price
14 being offered, or a bid asked on a stock.
15 JASON MOGLER: Now, is that -- are alternative
16 investments as safe, or is there -- not as safe as
17 traditional investments?
18 JIM HINKELDEY: No. Jeez, alternative
19 investments are safe, providing that you do your
20 homework.
21 JASON MOGLER: Uh-huh.
22 JIM HINKELDEY: You have all ranges out there.
23 Again, you can do stamps, art, real estate. You just
24 really have to do your homework and know who you're
25 dealing with.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 JASON MOGLER: And is this something that's put
3 together primarily for the elite, the rich, the --
4 JIM HINKELDEY: Traditionally, it has been. It
5 has been traditionally for the wealthier, and because of
6 their different financial status and what they can
7 invest in, via certain regulations as secure -- as
8 prescribed by the SEC. But it really is something today
9 that you have a lot of people looking for because, while
10 stocks and bonds are still great investments and should
11 always be part of your portfolio, people are looking to
12 diversify a bit today, and try to maybe recapture a
13 little bit of what they lost, especially the younger
14 age. They can be a little more risk oriented.
15 JASON MOGLER: So mainly most people, they don't
16 look for alternative investments, because they don't
17 know where to go? Don't know where to look? Haven't
18 been educated?
19 JIM HINKELDEY: I'd say all three. Again, you
20 have to know where to go to really figure out what to do
21 and where to invest. For example, over with -- with
22 Brian, Brian has, I know, fix and flips in real estate
23 that you can get into for a nominal amount of money. So
24 to answer your question correctly, it's really a
25 two-pronged answer: A, they don't know where to go; and

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 B, they may not have the money to get into a certain
3 investment, such as real estate. And Brian, I know for
4 a fact, offers things as little as $500, but you can't
5 be an average guy on the street and go out, despite the
6 current real estate market, buy something for $500,
7 right, Brian?
8 BRIAN BUCKLEY: Well, that's correct, Jim.
9 That's --
10 JIM HINKELDEY: And hello and welcome.
11 BRIAN BUCKLEY: Well, thank you. Thank you very
12 much for having me on. The -- you know, a lot of
13 investors out there, like you just said, don't have
14 the -- don't have a big enough egg to work with yet,
15 and -- and would like to participate in a lot of
16 alternative strategies.
17 JIM HINKELDEY: Yes. And also Brian --
18 JASON MOGLER: Um-hmm. Um-hmm.
19 JIM HINKELDEY: -- I know we've talked about in
20 the past, people -- a lot of people who may want to
21 get -- take the opportunity to get into the real estate
22 market and capitalize in the current depressed prices,
23 they want to be passive.
24 I know that I've gotten calls at 2:00 in the
25 morning sometimes, on our properties, and boy, it's not

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2 a fun thing. I'd rather -- it's like, who wants it? So
3 people can get in for whatever amount they want, and not
4 worry about it, which is great.
5 BRIAN BUCKLEY: Sure. There's not a lot of
6 people who are dying to be a landlord, necessarily, out
7 there, you know, so --
8 JIM HINKELDEY: No. It's not a fun thing.
9 BRIAN BUCKLEY: Right.
10 JASON MOGLER: But everyone's talking about real
11 estate, real estate, real estate.
12 JIM HINKELDEY: Um-hmm.
13 JASON MOGLER: And they all want to get
14 involved, and it seems like a way to get involved
15 without having to have any of the headaches that are
16 associated with actually owning real property.
17 JIM HINKELDEY: Um-hmm. Oh, yeah.
18 JASON MOGLER: But -- but they're backed by real
19 property, so that's --
20 JIM HINKELDEY: And Brian, over at the Arizona
21 Investment Center, you have a whole bunch of different
22 opportunities out there. Why don't you just kind of
23 touch upon different things, and really, what is the
24 Arizona Investment Center all about?
25 BRIAN BUCKLEY: Well, the Arizona Investment

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2 Center comprises -- is -- comprises a lot of different
3 LLCs, companies, in a lot of different areas of
4 alternative investing. A lot of them, you know, real
5 estate oriented, you know, buy -- buy and sell
6 wholesale, buy and sell retail, residential properties
7 here. There's some availability of some notes --
8 JIM HINKELDEY: Um-hmm.
9 BRIAN BUCKLEY: -- and -- and people can
10 participate that way, as far as real estate notes. We
11 do -- in Mexico, we do -- we do quite a bit of business,
12 and have for -- for years down there in Mexican, mostly
13 beachfront property. That's been a real strong, strong
14 investment vehicle for a lot -- a big group of our
15 investors.
16 JIM HINKELDEY: And it sounds like the Arizona
17 Investment Center doesn't compete with traditional
18 stocks and bonds.
19 BRIAN BUCKLEY: No.
20 JIM HINKELDEY: It really complements one's
21 portfolio.
22 BRIAN BUCKLEY: Right.
23 JIM HINKELDEY: And should be considered as part
24 of an investment strategy. Am I wrong on that thinking?
25 BRIAN BUCKLEY: No. We're -- we're all about

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2 diversification and that we do believe that -- that
3 people should look strongly for a percentage of their
4 portfolio to be involved in alternative investing.
5 JIM HINKELDEY: And does that vary, depending on
6 the age?
7 BRIAN BUCKLEY: Somewhat it does. Age -- age,
8 you know, people -- younger people obviously can be a
9 little more -- take on a little more risk than someone's
10 who is at our near retirement, typically, right.
11 JASON MOGLER: So -- so what you're saying, Jim,
12 if I'm 99, I should take as big a risk as possible, is
13 that what you're --
14 JIM HINKELDEY: Well, if you're 99, I'm
15 impressed. But no. Traditionally, the line of thinking
16 has always been the younger you are, the more you can
17 risk.
18 JASON MOGLER: And -- and what --
19 BRIAN BUCKLEY: Because you have more time to
20 rebuild.
21 JASON MOGLER: On the diversification of your
22 portfolio, what part of the -- what percentage, just a
23 ballpark -- I know it's age based -- but 90/10, 20/10 --
24 BRIAN BUCKLEY: I'd average out as -- I'd
25 average out --

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2 JASON MOGLER: -- 20/80?
3 JIM HINKELDEY: -- if somebody is going to --
4 and again, these are historical, anywhere between 10
5 to -- 10 to 20 percent for an average range and an
6 average age. A lot of times as they get older, you're
7 going to see it drop down below that 10. But, you know,
8 10 to 20 percent, again, depending on the type of
9 investment as well.
10 JASON MOGLER: And one of the places that the
11 listeners can go to, they can go to the roadshowaz.com,
12 and we do have a newsletter that we send out on a
13 monthly basis. In addition, this is a live show today.
14 We can be reached at (602) 324-5366. We're here with
15 Brian Buckley with the Arizona Investment Center, and
16 we're talking about diversification in your portfolio.
17 Brian, back up a little bit. You were talking
18 about Mexico. Tell us a little bit about that. When I
19 hear Mexico, play devil's advocate, I get a little
20 concerned, there's some things that come up in the news.
21 How do you address those?
22 BRIAN BUCKLEY: Well, as far as, you know, a lot
23 of things in the news obviously had to do with safety
24 and security of more than one's person than one's
25 property.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 We work down in the north shore of the Sea of
3 Cortez, primarily, which is on the new highway that just
4 was completed this past year, west of Rocky Point.
5 JASON MOGLER: Um-hmm.
6 BRIAN BUCKLEY: So we've been, you know,
7 acquiring beachfront property down there for quite some
8 time. And the area down there, unlike what you hear in
9 the news, is relatively quiet. It's not like a Juarez
10 or a Tijuana. It doesn't have anybody fighting over
11 turf down there. It's -- I go down there all the time
12 and have had no issue at all and know a lot of friends
13 and people that go down there. Not --
14 JIM HINKELDEY: So what --
15 JASON MOGLER: So it's location, location,
16 location?
17 BRIAN BUCKLEY: Correct. Right.
18 JIM HINKELDEY: What is one of the factors that
19 drew your down to the Puerto PeÃ±asco, between Puerto
20 PeÃ±asco and El Golfo area? Anything happen down there
21 that you said, wow, this is a great spot to be?
22 BRIAN BUCKLEY: Sure. It's -- they -- the
23 government built a new highway there, but the biggest
24 thing down there, amongst a lot of details, is its
25 proximity to the U.S.

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2 JIM HINKELDEY: Um-hmm.
3 BRIAN BUCKLEY: And it's going to be a
4 cost-driven area.
5 JASON MOGLER: We're going to go to commercial
6 break right now. We're going to come back with Brian
7 Buckley with the Arizona Investment Center. You're
8 listening to KFNN Radio, 1510 AM. If you're interested
9 in participating in today's show, please call
10 (602) 324-5366. Once again, that number is
11 (602) 324-5366. This is a live show.
12 (Commercial and newsbreak update omitted at
13 00:09:50 to 00:12:48.)
14 MALE SPEAKER: Now, back to Jason and Jim.
15 JASON MOGLER: You're joining the 1510 AM KFNN
16 Radio. And if you're interested in participating in
17 today's conversation, this is a live show. It's
18 (602) 324-5366. We welcome your questions and any input
19 that you might have about the show or today's topic
20 matter.
21 We're here talking today with Brian Buckley, and
22 he's with the Arizona Investment Center. You can go to
23 the arizonainvestmentcenter.com, that's
24 arizonainvestmentcenter.com, and find out more about
25 Brian's company and some of the things that they do.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 You can also go to the roadshowaz.com, and find out a
3 little bit about our show and the things that we do and
4 the newsletter that we send out on a monthly basis to
5 our listeners. We also have some educational
6 information there as well.
7 Brian, you have Thursdays -- every Thursday you
8 have a seminar that kind of goes over -- you examine
9 what people are doing with their monies, portfolios,
10 et cetera, and look at maybe opportunities that you
11 might have that they can go into some of the things that
12 you guys are involved in; is that right?
13 BRIAN BUCKLEY: That's correct. We kind of
14 explore what -- what we have to offer and where these --
15 where these people that come in, you know, where they're
16 sitting in their own portfolios, where they want to be
17 in five, ten years, what kind of -- what kind of
18 performance they've had so far and their goals.
19 JASON MOGLER: Now, you don't have traditional
20 routes, but you can refer over to traditional routes if
21 they're looking for that as well, in their --
22 BRIAN BUCKLEY: Oh, sure. Yeah, we have lots of
23 good referral contacts out there for people that, you
24 know, want to do stocks and bonds and other things that,
25 you know, a financial planner or someone like that would

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 offer. We can refer that out, not a problem.
3 JASON MOGLER: Okay. And -- and your phone
4 number, if they want to call you and schedule a time?
5 BRIAN BUCKLEY: It would be (480) 278-7031.
6 JASON MOGLER: Okay. And that number again is
7 (480) 278-7031. At the top, just before we left on
8 break, we were talking about Mexico and --
9 JIM HINKELDEY: And Brian, we were just talking
10 as the commercial came in, I know you are drawn to that
11 specific area, and I remember the new highway going in.
12 How has that affected the area and the market
13 demographics for that spot?
14 BRIAN BUCKLEY: Well, the -- it's really opened
15 up a tremendous amount of -- of beachfront, which is one
16 of the big reasons the highway was constructed by the
17 Mexican government for -- you know, to increase
18 development, beachfront development, specifically, west
19 of Rocky Point. It also helps the area as far as a lot
20 more traffic going through not only that area, but
21 through the Puerto PeÃ±asco, Rocky Point area. Just for
22 people that are just traveling through it's a much
23 shorter drive from, like, say Southern California,
24 things like that.
25 JASON MOGLER: Now, how does that affect the

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 Southern California market? One would think that it
3 just makes it much more accessible.
4 BRIAN BUCKLEY: Oh, very much so. It's a -- you
5 know, it's a four-hour drive from San Diego to this
6 area.
7 JASON MOGLER: As compared to?
8 BRIAN BUCKLEY: It was almost seven before, when
9 people had to take the old highway along the Arizona
10 border. It was kind of a miserable drive, actually. I
11 think it will be much more attractive, with the shorter
12 drive, to a lot of Southern Californians for not only
13 vacation but retirement, things like that, in the area.
14 JASON MOGLER: So they must be really excited
15 about that.
16 BRIAN BUCKLEY: Oh, yeah. It's very -- people
17 I've talked to over in Southern California are real
18 excited when they hear about it. They have -- they
19 obviously have beachfront in their own backyard, but
20 it's very expensive compared to this area, you know.
21 JASON MOGLER: Sure. So the new highway really
22 probably drove value up.
23 BRIAN BUCKLEY: Yes, it did, by quite a bit.
24 JASON MOGLER: Um-hmm.
25 BRIAN BUCKLEY: By quite a bit.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 JASON MOGLER: And I know you're pretty much,
3 what I'll say, considered an expert in that area, and
4 how much beachfront down there or property down there
5 are you actively involved in?
6 BRIAN BUCKLEY: We have about seven beachfront
7 parcels right now. We have a little over four miles
8 of -- of beachfront between them all that we're involved
9 with right now.
10 JASON MOGLER: Wow. And I know that's one of
11 the spots that everybody talks about as a great place to
12 go and retire or be there on a seasonal basis.
13 BRIAN BUCKLEY: Absolutely.
14 JASON MOGLER: And I know a lot of, right now,
15 Canadians are being driven into that market because of
16 their healthy economy, and also into ours. But going
17 down there, you're in the 60s or 50s or 70s, whatever it
18 might be. What is the current state of the health
19 industry down there? Are there hospitals there? Are
20 you close to anything major that, in case, you know, God
21 forbid, you need to go to see a specialist?
22 BRIAN BUCKLEY: Sure. Rocky Point has a -- has
23 a pretty decent hospital right now. There also are
24 plans under way in the permitting process for an
25 American-style medical center --

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 JASON MOGLER: Um-hmm.
3 BRIAN BUCKLEY: -- to be -- to be constructed
4 down there.
5 JASON MOGLER: And I remember --
6 JIM HINKELDEY: So when you say
7 "American-style," what do you mean by that?
8 BRIAN BUCKLEY: I mean the level of care.
9 JIM HINKELDEY: Okay.
10 BRIAN BUCKLEY: The level of care would be what
11 we'd expect up here, and I know there's some push on
12 down there to -- to have not only the level of care, but
13 to also be able to take American insurance cards, along
14 with Medicare cards at point of service, which to me is
15 huge -- really big for the whole area down there, so --
16 JIM HINKELDEY: Yeah. That was being really
17 pushed by the richest man in the world, by the recent
18 standards.
19 BRIAN BUCKLEY: Yes. Mr. Carlos Slim, is --
20 JIM HINKELDEY: Yes.
21 BRIAN BUCKLEY: -- his company's involved in
22 that.
23 JIM HINKELDEY: Who was edge number one today.
24 BRIAN BUCKLEY: Right. That's right.
25 JIM HINKELDEY: Yeah. Yeah. So --

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 BRIAN BUCKLEY: And he's looking at doing that
3 all throughout Baja and Sonora, Rocky Point being a
4 focal city for it.
5 JIM HINKELDEY: Um-hmm.
6 JASON MOGLER: And easy to get into Mexico, or
7 Rocky Point, that area? Transportation --
8 BRIAN BUCKLEY: As far as -- oh, yeah, easy to
9 cross the border. You need a passport now, unlike --
10 unlike a year ago, where you could just use your
11 driver's license and a birth certificate. You do have
12 to have a passport, or a lot of people have this thing
13 called a passport card, which is really the size of a
14 credit card or a driver's license, that is used just for
15 driving into Mexico and Canada, so --
16 JIM HINKELDEY: And I was reading the other day
17 that the airport down there has been officially open?
18 That's a new international airport, because I know when
19 I was there a while ago, there was a lot of talk about
20 it. Have you seen it?
21 BRIAN BUCKLEY: Yes. I've been out there. It's
22 a nice long runway, 8,400 feet. They used to have a
23 small municipal field in the -- right in the town of
24 Rocky Point. This airport's about eight miles to the
25 northeast. A very nice field. The service -- I know

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 there's some service starting up, I believe this week,
3 from Phoenix, and Aeromexico is supposed to go in and
4 out of LA and, I believe, San Diego. There's a lot
5 of -- a lot of charters coming down from our Canadian
6 friends. They --
7 JIM HINKELDEY: Um-hmm.
8 BRIAN BUCKLEY: -- they seem to enjoy a lot of
9 the -- the charter work. And --
10 JIM HINKELDEY: Yes, their dollar goes very far.
11 BRIAN BUCKLEY: Right. And I heard U.S. Airways
12 is supposed to go in there in the not-too-distant
13 future, you know.
14 JIM HINKELDEY: And also with the new airport,
15 they're also putting in a new port for cruise ships as
16 well. I think it's Holland American and Cunard? Are
17 they the two?
18 BRIAN BUCKLEY: Yeah. It's Holland America and
19 Carnival, actually.
20 JIM HINKELDEY: Oh, okay.
21 BRIAN BUCKLEY: And they -- they're looking at
22 building a -- they're actually in the process of
23 building a -- a cruise -- cruise ship terminal down in
24 Rocky Point. And the -- the nice thing about that is it
25 won't be a stop. It's an origination terminal. So

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 you'd be able to --
3 JIM HINKELDEY: Really? Like Miami?
4 BRIAN BUCKLEY: You'll be able to drive down
5 from Phoenix and get on a cruise ship and initiate your
6 cruise, instead of -- instead of having to go to
7 California like you -- like you do now.
8 JIM HINKELDEY: So now we can have a fly-into
9 market, and then they can go right over to the cruise.
10 BRIAN BUCKLEY: Absolute -- absolutely.
11 JIM HINKELDEY: Wow, that's good. That has to
12 be a very good, positive note for that area.
13 JASON MOGLER: Cruises are great. Have you ever
14 been on a cruise, Jim?
15 JIM HINKELDEY: No. Well, a long time ago.
16 JASON MOGLER: Lots of food.
17 JIM HINKELDEY: Yeah, yeah.
18 JASON MOGLER: Endless party.
19 JIM HINKELDEY: A long, long time ago, but no,
20 that's great. And also, down there, the water is not
21 even bad waters. It's nice and calm --
22 BRIAN BUCKLEY: Oh, no. Yeah, it's not --
23 JIM HINKELDEY: -- because it's the Sea of
24 Cortez.
25 BRIAN BUCKLEY: Right. It's very nice. Good --

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 good ocean.
3 JIM HINKELDEY: Yeah.
4 BRIAN BUCKLEY: There'll be -- you'll be able
5 to, you know, drive four hours and -- and hop on a
6 cruise ship. It'll be a lot of fun. I think that's due
7 to open in the early 2012, I believe.
8 JIM HINKELDEY: Okay.
9 BRIAN BUCKLEY: So --
10 JIM HINKELDEY: So is there any other major
11 action going on there? Anything by any of the major
12 hotels, Marriott?
13 BRIAN BUCKLEY: Oh, yeah, Marriott's been down
14 there. They went in earlier in the fall. And they
15 have -- right on Sandy Beach there in Rocky Point, they
16 have begun construction on a -- on a five-star resort.
17 I don't know how big it's supposed to be, but I know
18 they bought a lot of property on the north side of the
19 road to put in a golf course --
20 JIM HINKELDEY: Um-hmm. Right.
21 BRIAN BUCKLEY: -- and everything. So it's
22 supposed to be a -- they'll -- they're the first global
23 resort name to go into the Rocky Point area.
24 JIM HINKELDEY: Oh, okay.
25 BRIAN BUCKLEY: So that's a -- that's a big boon

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 for a lot of people, so --
3 JIM HINKELDEY: Oh, that is. Yeah, well, I
4 guess between the cruise ships, the new airport, and the
5 blessing by Marriott, that's a very positive sign down
6 there.
7 BRIAN BUCKLEY: Right. Yeah, they're increasing
8 their building throughout Mexico quite a bit, so --
9 JIM HINKELDEY: And when you're in there, do you
10 use attorneys, and so forth, to help go through the
11 different national laws?
12 BRIAN BUCKLEY: Oh, sure. We -- yeah, we --
13 we -- everything we work with down there, it goes
14 through licensed attorneys in Mexico and here.
15 JIM HINKELDEY: Um-hmm. Okay. Okay.
16 BRIAN BUCKLEY: So --
17 JIM HINKELDEY: So it sounds as if you have it
18 down pat.
19 BRIAN BUCKLEY: Right, right. Yeah. Mexico is
20 not overly hard. It's a little tedious sometimes, and
21 it's just a little different. It's not bad.
22 JIM HINKELDEY: How different?
23 BRIAN BUCKLEY: It's not too bad. It's just a
24 few more steps than it takes to --
25 JIM HINKELDEY: Okay.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 BRIAN BUCKLEY: -- acquire property.
3 JIM HINKELDEY: Okay. So it's just --
4 BRIAN BUCKLEY: And then the --
5 JIM HINKELDEY: -- a lengthier process?
6 BRIAN BUCKLEY: Just a little bit lengthier
7 process, yes.
8 JASON MOGLER: How long have you guys been down
9 there, Brian?
10 BRIAN BUCKLEY: About eight years now.
11 JASON MOGLER: Wow.
12 BRIAN BUCKLEY: So about eight years.
13 JIM HINKELDEY: So in your estimation is Mexico
14 getting a fair rap with all the publicity that you see?
15 BRIAN BUCKLEY: Well, I think --
16 JIM HINKELDEY: Especially the Rocky Point area,
17 because that's certainly the backyard of Arizona.
18 BRIAN BUCKLEY: Right. I think Rocky Point's
19 taking it on the chin with the press. I think, you
20 know, you read stuff about Juarez or Tijuana and the
21 border issues they have there and drug-related issues,
22 and I think the whole country is branded because of it
23 negatively, and I think that's --
24 JIM HINKELDEY: Um-hmm.
25 BRIAN BUCKLEY: -- I think that's unfair.

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2 JIM HINKELDEY: Yeah, I agree.
3 BRIAN BUCKLEY: So --
4 JIM HINKELDEY: I would tend to agree with you.
5 Because I know recently we were there, and I was there
6 with my wife, and we were not nervous.
7 BRIAN BUCKLEY: No. It's a good time down
8 there.
9 JASON MOGLER: I actually went down there with
10 my children, the four-year-old and a six-year-old, and
11 we had no problems at all.
12 JIM HINKELDEY: Yeah, yeah.
13 JASON MOGLER: It was a lot of fun, and the
14 beaches are amazing. I mean, if people haven't had the
15 opportunity to go down to Mexico, it's calm water, nice
16 water.
17 JIM HINKELDEY: Yes.
18 JASON MOGLER: Beaches are -- you know, there
19 are untouched virgin beaches still there.
20 BRIAN BUCKLEY: Right.
21 JASON MOGLER: And you don't get that in
22 San Diego like you do in Rocky Point.
23 BRIAN BUCKLEY: No. The water's warm too. You
24 don't have to have a wet suit to -- to go swimming, you
25 know, so --

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2 JIM HINKELDEY: Yes. And you even get dolphins.
3 BRIAN BUCKLEY: Oh, sure. Yeah, see those all
4 the time.
5 JIM HINKELDEY: All right. That -- that does --
6 it certainly sounds like a beautiful area down there.
7 So your estimation, it's a great spot to go?
8 BRIAN BUCKLEY: Yeah. It's -- it has so much
9 potential there, in -- in the -- you know, it's not
10 affected by, you know, all the huge crime and everything
11 like that. That seems to be localized in those big --
12 big border towns, you know.
13 JIM HINKELDEY: Oh, I see, okay. Well, no, that
14 definitely makes sense. And again, it's Arizona's
15 backyard.
16 BRIAN BUCKLEY: Right.
17 JIM HINKELDEY: The beach --
18 JASON MOGLER: Well, it's only 45 minutes away.
19 JIM HINKELDEY: Um-hmm. Yeah. Looks like we're
20 going to commercial again. If you're interested in
21 participating in the show today, it's (602) 324-5366.
22 Once again, the number is (602) 324-5366. You're
23 listening to the Road Show. If you're interested in our
24 show, to find out information about our show, go to the
25 roadshowaz.com, and we'll see you after the break.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 (Commercial and newsbreak update omitted at
3 00:23:10 to 00:28:12.)
4 MALE SPEAKER: Now, back to Jason and Jim.
5 JASON MOGLER: You're joining the Road Show on
6 KFNN Radio, 1510 AM. This is Jason with the Road Show.
7 And if you're interested in participating in today's
8 conversation, you can call (602) 324-5366. We're in the
9 studio today with the Arizona Investment Center, and
10 they're an alternative investment center company that
11 they do alternative investments. Their phone number is
12 (480) 278-7031. If you have a pencil and paper, you
13 want to write this down, once again, its number is
14 (480) 278-7031, and you'll ask for Brian Buckley.
15 JIM HINKELDEY: Or their web site would be?
16 JASON MOGLER: Or their web site would be the
17 arizonainvestmentcenter.com. They can go there and find
18 out more information about alternative investments, or
19 they can go to our web site, which is the
20 roadshowaz.com, and just fill out the information there.
21 You just need your email address, and they'll send you a
22 monthly newsletter and a weekly update on what we're
23 doing and some of the investments -- investment
24 companies that we have coming up on future shows and
25 current shows and previous shows. So there's a whole

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2 barrage of information there, Jim.
3 JIM HINKELDEY: Very good. And certainly it
4 sounds like the Mexico activity that you're involved
5 with, certainly falls into the realm of alternative
6 investments. How would people be able to participate or
7 find out more about it, Brian? What do you offer them?
8 Do you do one-on-one's? Do you have group meetings? Do
9 you contact them? How does it work?
10 BRIAN BUCKLEY: Oh, sure. I can -- we can do
11 one-on-one at the office, on the phone. We do, you
12 know, Thursday -- Thursday seminars, but we can also do
13 webinars for people that can't get out and get about.
14 They can --
15 JIM HINKELDEY: And a webinar is?
16 BRIAN BUCKLEY: A webinar is basically done, if
17 you have a computer, Internet access, and a phone, we --
18 you can see my desktop, and I can go through, you know,
19 pictorially and texturally a presentation, just like I
20 would in my office, so --
21 JIM HINKELDEY: So you can be in Chicago?
22 BRIAN BUCKLEY: Exactly, or --
23 JASON MOGLER: And -- and Jim, I've been in
24 those presentations before. And I've seen Brian, and he
25 really can answer all your questions while you're there,

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2 but, more importantly, he can take a look at what you
3 have and what direction you should be going with your
4 portfolio.
5 JIM HINKELDEY: Um-hmm.
6 JASON MOGLER: So it's really -- it's
7 educational as well.
8 JIM HINKELDEY: Yeah, right. Great, great. And
9 I take it that you have a decent return with Mexico
10 investments as well.
11 BRIAN BUCKLEY: Oh, yes. Yeah, it's -- it's
12 a -- a nice return, you know, compared to your
13 traditional investments.
14 JIM HINKELDEY: Um-hmm.
15 BRIAN BUCKLEY: And it -- it's international,
16 and alternative investing is -- is assumed to be a
17 little bit more risky than your everyday plain vanilla
18 investments, and you're rewarded accordingly, so --
19 JIM HINKELDEY: Yes. And I'm sure you minimize
20 the risk.
21 BRIAN BUCKLEY: Oh, yes. Absolutely.
22 JIM HINKELDEY: And probably one of the main
23 reasons that it has a little higher return because it's
24 not as liquid as a traditional stock or bond. There's
25 not a market out there that you can just go to and sell

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2 a treasury, or -- so it has to be different from that.
3 BRIAN BUCKLEY: Right. You know, all the -- all
4 the -- most of the notes involved with a -- with
5 alternative investing have certain timelines that are
6 hard and set, and there's no, you know, jumping in --
7 JIM HINKELDEY: There's no market established.
8 BRIAN BUCKLEY: -- there's no -- no, there's no
9 jumping in and out and no secondary market for it, so --
10 JIM HINKELDEY: Right. Right.
11 BRIAN BUCKLEY: So --
12 JIM HINKELDEY: And where else besides Mexico do
13 you have things going on?
14 BRIAN BUCKLEY: Well, at Arizona Investment
15 Center we have some local -- and we're in the real
16 estate -- residential real estate area here locally,
17 doing, you know, buy and sell retail, buy and sell
18 wholesale. Some -- some notes, some private notes, some
19 seller finance notes, a bunch of variables there, which
20 are kind of exciting. We also have, you know, some --
21 some entertainment things that we work with, and those
22 are -- those are exciting, and there's more coming on
23 that. And we're also going to get into product-specific
24 companies in the future.
25 JIM HINKELDEY: And let's just stay on the real

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2 estate --
3 BRIAN BUCKLEY: Um-hmm.
4 JIM HINKELDEY: -- the Arizona real estate for a
5 moment. So you have an opportunity for somebody to get
6 into -- and I know we've talked about this in the
7 past -- somebody can come in with a minimum of, let's
8 say, $500, if I remember correctly, and they can get
9 involved in real estate --
10 BRIAN BUCKLEY: Right.
11 JIM HINKELDEY: -- via one of your investments,
12 and they can go all the way through -- if they have more
13 money available, they can even sit with you and
14 customize one-on-one, a plan, so they can go in, and
15 whether they want to buy and hold property for future
16 appreciation and so forth; is that true?
17 BRIAN BUCKLEY: Oh, that's correct, yes. And --
18 and you know, as low as $500 can -- can get people
19 involved in, say, an investment pool.
20 JIM HINKELDEY: Um-hmm.
21 BRIAN BUCKLEY: A lot of people who wouldn't be
22 able to participate on their own, couldn't pool their
23 money together and --
24 JASON MOGLER: They're -- they're not putting in
25 $500 and mowing the lawn, are they?

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2 BRIAN BUCKLEY: No, no.
3 JASON MOGLER: Okay.
4 BRIAN BUCKLEY: No, no, they're not. And -- and
5 then we -- we can make that, you know, pooled money work
6 a -- work a lot harder, obviously, than someone on their
7 own.
8 JIM HINKELDEY: Right. Because again, they
9 can't get in the game with only $500.
10 BRIAN BUCKLEY: Exactly, exactly.
11 JIM HINKELDEY: So that's -- that's a great
12 point.
13 BRIAN BUCKLEY: Right.
14 JIM HINKELDEY: And there's a lot of people out
15 there who would want to go in and just see what it's
16 like --
17 BRIAN BUCKLEY: Sure.
18 JIM HINKELDEY: -- even to test the waters for
19 $500.
20 BRIAN BUCKLEY: Sure. Absolutely.
21 JIM HINKELDEY: Which I think that is absolutely
22 a great vehicle that you offer.
23 And what about -- I know we've talked about it
24 as well -- notes and so forth for that famed cash flow
25 segment of the world? And that's definitely another

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2 alternative investment.
3 BRIAN BUCKLEY: Right. There -- there are --
4 you know, buying real estate or mortgage notes are --
5 are -- that's a pretty -- it's always been around, but
6 it's -- it's becoming more and more popular. You can
7 get a -- get a cash flow off of --
8 JIM HINKELDEY: Um-hmm.
9 BRIAN BUCKLEY: -- off of that, where a lot of
10 investments, a lot of alternative investments have a
11 one-, two-, three-year timeline --
12 JIM HINKELDEY: Right, um-hmm.
13 BRIAN BUCKLEY: -- and you get paid at the end,
14 so --
15 JIM HINKELDEY: And are these seasoned?
16 BRIAN BUCKLEY: Yes, they are.
17 JIM HINKELDEY: So there's less -- a little less
18 risk because of the seasoned aspect of those.
19 BRIAN BUCKLEY: Right, right. Yes. They're --
20 they're seasoned, so people can get a -- a fairly decent
21 return, you know, comparably to, like, CDs and things
22 like that that are out there right now, so --
23 JIM HINKELDEY: And could they get into the
24 seasoned note purchase game with minimum dollar amount,
25 or does it have to be, let's say, $100,000 to buy

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2 somebody's note?
3 BRIAN BUCKLEY: No. They can come in at the
4 lower levels like we've talked about, so --
5 JIM HINKELDEY: And lower levels would be
6 $1,000, $2,000?
7 BRIAN BUCKLEY: Yeah. $1,000 would --
8 JIM HINKELDEY: Okay.
9 BRIAN BUCKLEY: -- would get them in on a -- on
10 a note pool, so to speak, so --
11 JIM HINKELDEY: Yeah.
12 JASON MOGLER: And -- and even though it's not a
13 lot of money, what other types of security do you offer
14 to protect the investor?
15 BRIAN BUCKLEY: Well, everything that we have
16 that has to do with land, be it up here in Arizona or
17 Mexico, you know, as far as investment pools, those kind
18 of things, the -- the asset or the land backs the -- the
19 investor. So in other words, they're a -- they're
20 basically in a first lien position.
21 JASON MOGLER: They're in a first lien position
22 on --
23 BRIAN BUCKLEY: Right.
24 JASON MOGLER: -- on the properties?
25 BRIAN BUCKLEY: Right. So -- so they have that

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2 protection, if -- if, you know, Armageddon was to
3 happen. We're not expecting that, we've had pretty good
4 luck, and it's -- it's been a -- a good process that we
5 hone all the time, so --
6 JIM HINKELDEY: Um-hmm. Well, yeah, and I don't
7 think luck plays into it, you do your homework.
8 BRIAN BUCKLEY: Right, right.
9 JIM HINKELDEY: And so far I think you've done
10 it quite well, from what I have seen and heard.
11 And can you go in, Brian, or do you go in and
12 you bid at the foreclosure steps or the courtyard steps
13 for foreclosures? And if so, how is that market right
14 now?
15 BRIAN BUCKLEY: Well, we have -- we have in the
16 past, and we will, if there -- if there's something
17 very, very nice there right now, but that's -- that's
18 really a -- had a lot of activity increase in the last,
19 say, six, seven, eight months.
20 JIM HINKELDEY: Um-hmm.
21 BRIAN BUCKLEY: Whereas -- and it's driven up
22 the -- excuse me -- it's driven up the -- it's driven up
23 the price that's being obtained at the foreclosure
24 auction quite a bit, about 20 to 25 percent higher than
25 it was six -- six to eight months ago. We do a lot of

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2 our work with bank-owned -- or properties, which are
3 properties that have already gone through the
4 foreclosure process. It didn't -- no one bid high
5 enough to meet the bank's reserve, and it became what we
6 call REO or real estate owned, but it's lender-owned
7 property at the -- at the back end or the -- beyond the
8 foreclosure process, so --
9 JIM HINKELDEY: So people can get in, $500, and
10 really learn the game, per se, or participate in the
11 real estate market, and they're buffered by your
12 expertise, and the safety as well. Because I know most
13 of your properties are held via a -- an escrow agreement
14 or something like that, if I remember correctly.
15 BRIAN BUCKLEY: Right. Yeah, people -- people
16 that invest with us, invest directly to an escrow
17 account at a well-known title company here in -- here in
18 town that we use. And it -- it's a national one, but
19 it's kind of almost like a revolving escrow account,
20 set -- and it works very well, and it's -- they have the
21 added safety that, you know, we -- if we buy a house, we
22 direct it out of that escrow account. And when a house
23 sells, the money goes back into that escrow account. It
24 doesn't stop at -- at, you know, my desk or anybody's
25 desk.

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2 JIM HINKELDEY: Oh, so you can't go on a
3 vacation with your wife down to Mexico then?
4 BRIAN BUCKLEY: No, no.
5 JASON MOGLER: Now, is that -- is that -- now,
6 is that new in the market, or is that just something, a
7 new product or --
8 BRIAN BUCKLEY: It's a -- it's a very new thing
9 that we've worked hard with this title company. They've
10 been very supportive. Most escrow accounts obviously,
11 you know, you open escrow, you -- you get the property,
12 you close escrow, and that's it, and that escrow account
13 is done. And this is one that lasts the length of -- or
14 the term of the particular notes or pools that we -- we
15 run with them. And --
16 JIM HINKELDEY: And I know that you have a great
17 team in Mexico, as we discussed earlier.
18 BRIAN BUCKLEY: Right.
19 JIM HINKELDEY: How is the team right here with
20 the residential property in the Valley?
21 BRIAN BUCKLEY: Oh. Very good, very experienced
22 team. Our -- our -- our partners on the team there have
23 been here in the Valley 15-plus years of experience
24 working with foreclosed homes, you know, lender- or
25 bank-owned homes. And, more importantly, we have very

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2 good -- very good connections on the sell side, which
3 is -- which is very, very important. A lot of people
4 can run out and buy things, but you have to be able to
5 exit and -- and --
6 JIM HINKELDEY: Right.
7 BRIAN BUCKLEY: -- we have --
8 JIM HINKELDEY: So that's the easy part.
9 BRIAN BUCKLEY: Right. We can -- we have good
10 exit streams, as far as it -- you know, getting rid of
11 the properties, so --
12 JIM HINKELDEY: Um-hmm. Yeah, no, the buy side
13 is very easy to do.
14 BRIAN BUCKLEY: Right.
15 JASON MOGLER: And Jim --
16 JIM HINKELDEY: It's the selling it at a profit
17 that makes it hard.
18 JASON MOGLER: And Jim, one of the nice things
19 about the Arizona Investment Center that, if you go
20 through the experience, you go down there, I know Brian
21 has the seminars on Thursday, every Thursday -- at what
22 time, Brian? Around what time?
23 BRIAN BUCKLEY: 6:30.
24 JASON MOGLER: 6:30.
25 BRIAN BUCKLEY: Um-hmm.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 JASON MOGLER: Every Thursday around 6:30. And
3 one of the interesting things, Jim, is that he'll
4 actually individually sit down with you and talk about
5 the direction. So if Mexico isn't your cup of tea --
6 JIM HINKELDEY: Um-hmm.
7 JASON MOGLER: -- maybe the Phoenix real estate
8 market is, or maybe there's another market you might
9 want to go into.
10 JIM HINKELDEY: Or a note.
11 JASON MOGLER: Or a note.
12 JIM HINKELDEY: Yeah.
13 JASON MOGLER: There's just --
14 JIM HINKELDEY: No, definitely.
15 JASON MOGLER: There's a wide variety of things
16 to get into.
17 BRIAN BUCKLEY: Right.
18 JIM HINKELDEY: And it's free. And people
19 should take advantage of that.
20 BRIAN BUCKLEY: Sure.
21 JIM HINKELDEY: Even if you're in your early
22 20s, you have $500 you want to invest and find out, get
23 a little education, you should give Brian a call.
24 And what's the number, Brian?
25 BRIAN BUCKLEY: It's (480) 278-7031.

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2 JIM HINKELDEY: And the web site is?
3 JASON MOGLER: The arizonainvestmentcenter.com,
4 and they can also go to the roadshowaz.com and find out
5 information about our guest today, and previous guests
6 and future guests that we have coming up.
7 JIM HINKELDEY: And Brian, what is your average
8 term?
9 BRIAN BUCKLEY: Our average --
10 JIM HINKELDEY: With the real estate.
11 BRIAN BUCKLEY: Oh, the real estate is usually
12 one-year terms, and --
13 JIM HINKELDEY: So they're not tieing up a --
14 they're not tieing up their money for a long period of
15 time.
16 BRIAN BUCKLEY: No, no. No, it's --
17 JIM HINKELDEY: And the reason for that
18 availability of a shorter-term investment is because you
19 have the outlets to sell properties via a wholesale.
20 BRIAN BUCKLEY: Right, right. We do mostly
21 wholesale-to-wholesale. We -- occasionally will retail
22 something, but that's not our main goal, so it's -- so
23 that's, in a nutshell, you know, what -- what we do
24 (indiscernible).
25 JIM HINKELDEY: And there's one more question,

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2 when we come back in --
3 BRIAN BUCKLEY: Sure.
4 JIM HINKELDEY: -- from the break. I want to
5 ask you about doing a custom pool.
6 BRIAN BUCKLEY: Okay.
7 JIM HINKELDEY: Thank you.
8 JASON MOGLER: And if you want to participate in
9 today's conversation, you can call (602) 324-5366.
10 You're listening to the Road Show with Jason and Jim.
11 (Commercial and newsbreak update omitted at
12 00:39:51 to 00:42:53.)
13 MALE SPEAKER: Now, back to Jason and Jim.
14 JASON MOGLER: You're joining the Road Show on
15 KFNN Radio, 1510 AM. This is Jason with the Road Show.
16 And today we're talking to the Arizona Investment
17 Center, and they specialize in alternative investments.
18 They have a wide variety of things that you can actually
19 invest in down there, depending on what your particular
20 level of risk is and age and how you're building your
21 portfolio. So if you haven't built your portfolio yet,
22 this is a great place to stop. And if you've already
23 built your portfolio and you're looking for another --
24 maybe you're looking to recover in the market, maybe
25 you're looking for a place to put your money, another

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2 alternative market to put your money into, this would be
3 the place to go. And you can go to their web site, the
4 arizonainvestmentcenter.com. Once again, it's
5 arizonainvestmentcenter.com, and find out a little bit
6 more information about them. Their phone number is
7 (480) 278-7031. Once again, the number is
8 (480) 278-7031, and you can ask for Brian Buckley, and
9 he'll set up an appointment for you. They also have --
10 on Thursdays they have a seminar that they do at 6:30.
11 And you can sit in a group -- the small groups, Brian,
12 is that auditorium seating or what is that?
13 BRIAN BUCKLEY: No. It's just small groups, six
14 to eight people, usually.
15 JASON MOGLER: Um-hmm.
16 BRIAN BUCKLEY: And that seems to be a nice
17 working size crowd --
18 JIM HINKELDEY: Um-hmm.
19 BRIAN BUCKLEY: -- to get everybody's questions
20 answered.
21 JIM HINKELDEY: And they could also call you and
22 go one-on-one, correct?
23 BRIAN BUCKLEY: Sure. Yeah, I'm -- I'm there
24 Monday through Friday. We can, you know, talk anytime
25 of the day or meet.

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2 JIM HINKELDEY: Available 24 hours?
3 BRIAN BUCKLEY: No, not quite, not quite. Just,
4 you know, 9:00 to 5:00 Monday through Fridays are
5 typical availability, not counting Thursday night, so --
6 JIM HINKELDEY: And Brian, when we left off for
7 the commercial break, we were talking about the real
8 estate pools and how people can get in for a very low
9 dollar amount. But how about some people that want to
10 get in and almost have that same passive investment
11 mentality, but want to go in for $100,000, $200,000 or
12 whatever, but they just don't want to be bothered with
13 the day-to-day grind. Is that something you can sit
14 with people and create for them?
15 BRIAN BUCKLEY: Sure. Yeah, a custom pool like
16 that is something we can -- we can do and have done in
17 the past. That's -- that works well. You know, the
18 properties here in Phoenix, you know, due to, obviously,
19 the -- the declining values have become -- have the
20 ability to cash flow nicely, like they couldn't two or
21 three years ago.
22 JIM HINKELDEY: Um-hmm.
23 BRIAN BUCKLEY: The prices were so high people
24 couldn't have a -- a nice performing cash flow portfolio
25 of rental homes.

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2 JIM HINKELDEY: Right.
3 BRIAN BUCKLEY: And now, that's -- that's
4 reversed, and so a lot of people are -- are wanting to
5 get back in -- into the -- into the portfolio game,
6 five, ten homes, sometimes for an individual, and we
7 can -- we can fill that order, you know, get it managed
8 for them and -- and -- and those kind of things.
9 JIM HINKELDEY: So you can sit with them and do
10 a buy and hold for rental income or just -- I even know
11 of some groups that are just coming in and just buying
12 the luxury end of the market, not even renting them out,
13 and just sitting on them. That's something that you
14 would consider as well?
15 BRIAN BUCKLEY: Sure, sure. That's -- that's
16 going on right now. There is -- in -- in the luxury
17 end, there's, you know, a lot of -- been a lot of value
18 drop there, and I know --
19 JIM HINKELDEY: Yes.
20 BRIAN BUCKLEY: -- a couple of -- a couple of
21 players out there that have come in and really, really
22 are capitalizing on that -- on that. And like you said,
23 they're not even renting them, they're just letting them
24 sit.
25 JIM HINKELDEY: Right. I know you're --

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2 BRIAN BUCKLEY: Yeah.
3 JIM HINKELDEY: You're working with a group from
4 somewhere in Europe, as I remember correctly.
5 BRIAN BUCKLEY: Correct, uh-huh.
6 JIM HINKELDEY: And just tell us a little bit
7 about your track record, what have you managed in the
8 past, dollarwise?
9 BRIAN BUCKLEY: In 2009, we'll use that as an
10 example, we -- we managed about $15 million worth of --
11 of property.
12 JIM HINKELDEY: Um-hmm.
13 BRIAN BUCKLEY: And a lot of it, you know, it
14 just -- it churns. It -- you know, you buy it, you --
15 you do a nice rehab job, if it's required. We -- we're
16 pretty good at cherry picking properties --
17 JIM HINKELDEY: Um-hmm.
18 BRIAN BUCKLEY: -- that don't need a lot of
19 work. That's kind of our focus.
20 JIM HINKELDEY: Right.
21 BRIAN BUCKLEY: Not trying to rebuild the planet
22 with every house and --
23 JIM HINKELDEY: Your motto is kind of in and out
24 as -- and quickly --
25 BRIAN BUCKLEY: Right.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 JIM HINKELDEY: -- unless somebody wants a
3 different --
4 BRIAN BUCKLEY: Right. It's a --
5 JIM HINKELDEY: -- strategy.
6 BRIAN BUCKLEY: Right. The -- the -- what's
7 been created here is a -- is a big volume play. There's
8 such a value of product that is not normal that we're
9 looking at two to three years out, as far as this kind
10 of volume and this kind of model working very well.
11 JIM HINKELDEY: Um-hmm. And it certainly sounds
12 like anybody out there who wants to talk about
13 alternative investments and learn more about them, how
14 they can, not compete, but complement their portfolio
15 should definitely give you a call.
16 BRIAN BUCKLEY: Sure, sure. We're happy to talk
17 to you.
18 JIM HINKELDEY: Because I know that I've sent a
19 few people over to you, and for $500, they just wanted
20 to put their toe in the water --
21 BRIAN BUCKLEY: Right.
22 JIM HINKELDEY: -- and you always treated them
23 with the utmost respect.
24 JASON MOGLER: Well, it's amazing too, Jim, is
25 it's the level -- I mean, they can handle anywhere from

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2 500 to $100,000, to $200,000, to millions. I mean,
3 it's --
4 JIM HINKELDEY: Um-hmm. Yeah.
5 JASON MOGLER: -- just really, it -- it's not
6 limiting. If you're just out and you're investing for
7 the first time, it's a good place to go, or if you're an
8 experienced seasoned investor, it's a good place to --
9 to go.
10 JIM HINKELDEY: Oh, yeah, definitely so. And
11 you can take care of -- take care of business in a
12 passive way, and also have appreciation pools as well.
13 JASON MOGLER: I know that they profile the
14 investor as well. So they try and figure out what the
15 right investment is for them to get them involved in,
16 and they have a wide variety of investments as well.
17 Not just the real estate, but they also do the
18 entertainment, they also have -- I mean, you guys have
19 circuses and the whole thing.
20 JIM HINKELDEY: Um-hmm. Yeah.
21 JASON MOGLER: I mean, they have -- it's amazing
22 that -- and there's so many different types of
23 alternative investments that people can get involved in,
24 and they just don't know where to go.
25 JIM HINKELDEY: No. And Brian is certainly one

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2 to give a call to to find out where to go for the
3 alternative investment world, and even -- I know you and
4 I were discussing recently the appreciation pools as
5 well. Is that something that's on the horizon?
6 JASON MOGLER: And Brian, where can they call?
7 They -- they can call you -- your phone number?
8 BRIAN BUCKLEY: It's (480) 278-7031 for the
9 Investment Center, so --
10 JASON MOGLER: Okay. And back to the
11 appreciation pools, I'm sorry, but I wanted to throw
12 that out.
13 JIM HINKELDEY: Yeah, the appreciation pools, we
14 were talking -- you're toying with coming out with a
15 little more speculative alternative investment pool for
16 appreciation. Was that going to be in the States or
17 Mexico?
18 BRIAN BUCKLEY: That would be in the States, I
19 think.
20 JIM HINKELDEY: Okay.
21 BRIAN BUCKLEY: It would work in Mexico.
22 JIM HINKELDEY: Right.
23 BRIAN BUCKLEY: Mexico has -- it would work in
24 that -- in that arena too. We're still on the front end
25 of that one, and -- and should have something shortly in

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2 there.
3 JIM HINKELDEY: Yeah, because you certainly
4 are --
5 BRIAN BUCKLEY: Right.
6 JIM HINKELDEY: -- having a lot of product out
7 there.
8 BRIAN BUCKLEY: Sure.
9 JIM HINKELDEY: So people will -- will not get
10 pigeonholed into one place or one product, that's for
11 sure.
12 BRIAN BUCKLEY: No. And we're all --
13 JIM HINKELDEY: And even the notes are very
14 interesting for cash flow.
15 BRIAN BUCKLEY: Sure. That works -- works well
16 for a lot of people that need that -- that need that
17 cash flow.
18 JIM HINKELDEY: Um-hmm. Yeah.
19 BRIAN BUCKLEY: You know, not everybody can --
20 can sit for two years with their situation and not have
21 any cash flow off their -- their investment money, so --
22 JIM HINKELDEY: Correct. And --
23 BRIAN BUCKLEY: Trying to -- trying to work both
24 sides of that --
25 JASON MOGLER: But you also have cash flow

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2 products as well?
3 BRIAN BUCKLEY: Oh, sure. Absolutely.
4 JASON MOGLER: Okay.
5 BRIAN BUCKLEY: Yeah, that's -- that's what I
6 mean, is the notes and everything satisfy that cash
7 flow -- that cash flow person.
8 JASON MOGLER: Right, got it.
9 JIM HINKELDEY: Because you saw that market
10 segment that was out there and looking for it and --
11 BRIAN BUCKLEY: Sure.
12 JIM HINKELDEY: -- from what I understand, you
13 did a great job in creating that vehicle for them. So
14 what else about alternative investments, gentlemen? Is
15 it something that people should consider?
16 JASON MOGLER: I -- I think so. I think because
17 of the range that they're actually going into. I mean,
18 you're talking the exposure, anywhere from 500 to, you
19 know, millions of dollars that you can put into the
20 market, and depending on what your level of risk and
21 what your level of ability is, I think -- and your
22 resources, of course, this is a great direction to go.
23 And I know with the Arizona Investment Center,
24 Jim, that it's not just -- and I'll reiterate this
25 again -- it's not just that they show you one thing to

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2 go into. They show you multiple different things,
3 different opportunities --
4 JIM HINKELDEY: Yeah, you've gone to their
5 seminars.
6 JASON MOGLER: I have.
7 JIM HINKELDEY: I never had the opportunity.
8 I've been traveling a lot lately.
9 JASON MOGLER: I --
10 JIM HINKELDEY: And how are these seminars?
11 JASON MOGLER: The seminars are real
12 informative. The -- the process is amazing too, because
13 what they did is they sat me down, and I was at Brian's
14 office, the Arizona Investment Center -- you can go to
15 the arizonainvestmentcenter.com and find out more about
16 Brian and -- and they're company. But I sat down, went
17 through the process, and from start to finish, and they
18 identified what I -- what direction I should take. And
19 then they identified those seminars. So I didn't sit
20 through -- there's a barrage, you know, 300 different
21 alternative investments that you could go into.
22 JIM HINKELDEY: Um-hmm.
23 JASON MOGLER: I was isolated to about three or
24 four that I could actually participate in. And I really
25 liked that part, because it wasn't just -- they weren't

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2 trying to push one single thing. It was -- there was a
3 majority of -- it was more geared and keyed towards me.
4 JIM HINKELDEY: And you know what, thank you.
5 This made a little light bulb go off in my mind and I
6 remember that you were talking about having the ability
7 to offer self-directed IRAs. Is that -- did that come
8 to fruition?
9 BRIAN BUCKLEY: Oh, yes. That's -- that's
10 something we've -- do a lot of work with. Self-directed
11 IRA money is -- is long-term money already, and we -- we
12 accept a lot of that with our --
13 JASON MOGLER: You've joined the Road Show.
14 We'll be back next week with another guest. If you're
15 interested in finding out about our show, go to the
16 roadshowaz.com, or you can call our -- you can call the
17 Arizona Investment Center, if you're interested in
18 talking to Brian, at (480) 278-7031.
19 Thank you for joining us.
20 (Commercial and newsbreak update omitted at
21 00:51:54 to 00:53:36.)
22 * * * * *
23 (Conclusion of audio recorded broadcast.)
24
25

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6 pages 1 through 51 constitute a full, true, and accurate
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10 SIGNED and dated this 14th day of August
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The Investment Road Show) BROADCAST

TRANSCRIPTION FROM AN AUDIO RECORDING

February 14, 2011

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1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 (Commencement of audio recorded broadcast of The
3 Investment Road Show at 00:00:02.)
4 MALE SPEAKER: The views expressed on the
5 following program do not necessarily reflect the views
6 of KFNN staff, management, or advertisers, and do not
7 represent an offer to buy or sell any securities.
8 It's time to get on the road of alternative
9 investments with the Investment Road Show, sponsored by
10 the Arizona Investment Center. Jason Mogler and Jim
11 Hinkeldey are ready to discuss a wide range of
12 alternative investments with you. To join the show,
13 call (602) 324-KFNN, that's (602) 324-5366, or outside
14 the Phoenix area, call (800) 293-KFNN.
15 Now, sit back and enjoy the ride, because it's
16 time for The Investment Road Show.
17 JASON MOGLER: You're listening to the Road Show
18 on KFNN Radio 1510 AM. This is Jason Mogler, and I'm
19 here with my cohost, Jim Hinkeldey.
20 Jim, how are you doing today?
21 JIM HINKELDEY: I am doing great on this
22 Valentine's Day.
23 JASON MOGLER: It is Valentine's Day, the day
24 that separates all the people who are loved and not
25 loved, Jim.

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2 JIM HINKELDEY: Yes. Yes. And that --
3 JASON MOGLER: Did you --
4 JIM HINKELDEY: That is true. And it -- what is
5 the origin of Valentine's Day? Does anyone know?
6 JASON MOGLER: The Valentine's Day, I believe it
7 was started by the Catholic church some time ago.
8 JIM HINKELDEY: Oh, I thought it was by the
9 candy company.
10 JASON MOGLER: No, no, no. The Pope, 496 A.D.,
11 actually.
12 JIM HINKELDEY: Oh, is that right?
13 JASON MOGLER: Yeah.
14 JIM HINKELDEY: Wow.
15 JASON MOGLER: Yeah.
16 JIM HINKELDEY: Boy -- and the reason that it
17 was started by the church was?
18 JASON MOGLER: I'm not clear on that, Jim.
19 JIM HINKELDEY: Okay. I always thought it was
20 like Godiva or something.
21 JASON MOGLER: No, that was in '69.
22 JIM HINKELDEY: Okay.
23 JASON MOGLER: Yeah, Pope VI. He dropped --
24 JIM HINKELDEY: I got you.
25 JASON MOGLER: -- he dropped it off in '69, and

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2 then traditionally, they -- it's kind of a day where
3 inmates do exchange flowers and -- and candy and all
4 sorts of good stuff, love letters and the whole thing.
5 And then we kind of commercialized the whole thing.
6 We lost Jim. Anyway, we're doing the show
7 today.
8 JIM HINKELDEY: Well, you know, I guess I'm
9 never too old to learn.
10 So anyway, coming back, I guess, from -- from
11 Rikers Island, where we did the show live last week,
12 let's see, what is -- what is new in the world of
13 alternative energy, Jason?
14 JASON MOGLER: Well, what's new in the world, we
15 have Ryan Chester on board today. And he's with Cayenne
16 Consulting. And he helped put together the ERC package
17 that our company put together for Mr. Slim. If you
18 didn't know, we've been in talks with the Carlos Slim
19 Group, and talking about alternative -- I have a
20 closed-loop system. We're actually going to get rid of
21 the world's trash. So there you have it. Thanks for
22 that lead in, Jim.
23 JIM HINKELDEY: And exactly what is a
24 closed-loop system, Jason? I don't think many people
25 really know that.

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2 JASON MOGLER: Well, they don't, because this is
3 actually a -- this is where they use actually all the
4 trash. It's not just some of the trash. You've heard
5 of recycling centers where they take out the aluminum
6 and the wood and the cardboard and all of that. But a
7 closed loop system would actually end -- make the
8 garbage reusable. So there's different ways that they
9 can do that. We're going to talk to Ryan about that
10 today, on today's show, on today's Valentine's Day show.
11 JIM HINKELDEY: And how do they make the trash
12 reusable? Let's -- give me one example --
13 JASON MOGLER: Well --
14 JIM HINKELDEY: -- of something that's not done
15 on a regular basis.
16 JASON MOGLER: Something that's not done on a
17 regular basis, such as they'll redo the wood. They have
18 a refitter for the wood, where they put the wood pieces
19 together and will sell that out into the California
20 market for earthquakes, and what have you. And so
21 that's one way to reuse wood.
22 They have the biofuels, which you can take
23 the -- the existing agricultural waste and put it into a
24 biopellet, and heat that up, and it'll create energy.
25 And so that's another way to use existing products that

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2 we already use right now in today's world.
3 We're using -- I mean, currently we use about
4 four pounds each -- about four and a half pounds a day,
5 each person on the planet uses that. And image if we
6 can put that to work for us. And --
7 JIM HINKELDEY: That would be -- and that's what
8 the definition of a closed-loop system is?
9 JASON MOGLER: Yes. It's 99.9 percent of the
10 trash is being used. And -- and currently we have a
11 system where we just bury it. And this couldn't bury
12 that trash. This would actually use that trash for a
13 good.
14 So obviously we were invited out by Carlos
15 Slim's group to go out and talk about this to their
16 hedge fund and their bank, and they were very excited.
17 And we're going to go into Mexico and open up some --
18 some branches down there. And also we're going to open
19 up some branches up domestically as well. So big
20 things, big plans.
21 JIM HINKELDEY: And I know we were in Mexico
22 City, and I was just absolutely amazed at the size of
23 that town -- or city, I should say. It is sprawling.
24 JASON MOGLER: It has -- yeah. There's like
25 25 million people in that little location. You can --

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2 you can taste the air.
3 JIM HINKELDEY: Yes.
4 JASON MOGLER: So they -- yeah, they need to do
5 something about their -- their pollution. And we're
6 going to also address that as well. So there's a lot of
7 big plans and a lot of big heavy hitters that we're
8 working with right now to move things forward. So --
9 JIM HINKELDEY: And recycling definitely is the
10 wave of the future. And there's mandates out there by
11 the federal government that really pushed this along as
12 well. And I think Mexico will be probably riding on the
13 coattails to try to clean up their area and their
14 pollution, and so forth, and get biopellets, biofuel
15 into their system.
16 JASON MOGLER: Well, and you know, a lot of
17 people, they -- they don't realize how long we've been
18 down in Mexico, and -- and our reputation down there,
19 and -- and you know, working with the land development
20 projects --
21 JIM HINKELDEY: Um-hmm.
22 JASON MOGLER: -- and we've established a name
23 in alternative investments. And that's really what we
24 look at. We look at opportunities for the listening
25 audience or for our investor base to come in and invest

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2 in things that have some merit, have some integrity --
3 JIM HINKELDEY: Um-hmm.
4 JASON MOGLER: -- have some value. And if
5 you're interested in finding out more about our company,
6 this is your first time listening, you can find out more
7 information about our company over at
8 arizonainvestmentcenter.com, that's
9 arizonainvestmentcenter.com, or you can call for an
10 appointment or do a 45-minute introduction seminar
11 Thursday night. We have those on Thursdays at
12 6 o'clock. Or you can do a webinar. To register for
13 the seminar or the webinar, you can call (480) 278-7031.
14 Once again, the number is (480) 278-7031.
15 We have that project and quite a few other
16 projects that we can introduce you to. And there's
17 never any pressure, Jim. So if you call, we educate and
18 you're not interested, you know, there's not somebody
19 who will call you back and pressure you into some kind
20 of investment that, you know, you wouldn't normally just
21 naturally go into.
22 JIM HINKELDEY: And that's the great part about
23 the webinar, you don't have to leave your house. You
24 can do it right on your computer, your PC, and you can
25 do it almost at any time.

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2 JASON MOGLER: You can do it anytime of the day,
3 24 hours a day, 7 days a week. I'm sure you can call
4 Brian Buckley over at (480) 278-7031, except for
5 Sundays, of course. So I guess that's six days out of
6 the week.
7 JIM HINKELDEY: Um-hmm.
8 JASON MOGLER: (480) 278-7031, or you can go to
9 the arizonainvestmentcenter.com, that's
10 arizonainvestmentcenter.com.
11 JIM HINKELDEY: And Jason, what are some of the
12 other things we're looking at with alternative fuels,
13 and so forth? There's been talks of maybe a gas
14 additive.
15 JASON MOGLER: We have a gas additive, which is
16 ATOMEX, A-T-O-M-E-X, which is a company that's been
17 around. They do work with Briggs & Stratton. And we're
18 working with Pemex, which as you know, that's the gas
19 carrier for Mexico City. And we have a project that
20 we're putting together for Pemex and for ATOMEX. ATOMEX
21 is a chemical company that's been working out of the
22 United States, and providing fuel additives for Briggs &
23 Stratton, which is a pretty big company.
24 And that company contacted us and they said,
25 hey, we want to expand into Mexico, and we said we have

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2 the right guys you need to talk to, and we put them in
3 touch with those guys. And we're working on a package
4 for our investors as well. And this will actually be a
5 fuel additive that not only increases the gas mileage,
6 but also decreases the carbon that goes out.
7 JIM HINKELDEY: Um-hmm.
8 JASON MOGLER: As well as preserves the gas, so
9 the car can sit or the boats can sit for extended
10 periods of time without the gas going bad. So pretty
11 exciting stuff.
12 If you're interested, once again, the number is
13 (480) 278-7031, or you can go to the
14 arizonainvestmentcenter.com.
15 JIM HINKELDEY: And Jason, while we're still in
16 Mexico, I know that we'll be back there again in about
17 three weeks, and hopefully we'll be able to finalize
18 some important details on the bioplant or the recycling
19 plant --
20 JASON MOGLER: Uh-huh.
21 JIM HINKELDEY: -- and really looking forward to
22 that. And it will be in conjunction, as a joint
23 venture, with Inbursa Bank, if everything goes as
24 planned.
25 JASON MOGLER: Um-hmm.

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2 JIM HINKELDEY: And it'll be a first for Mexico.
3 So very excited about that. And it's certainly
4 something that is a wide open market in Mexico. Many
5 people don't realize how large of a market it is down
6 there.
7 JASON MOGLER: Well, and you know, most of our
8 investments are investments that are reserved primarily
9 for hedge fund groups that come in and just buy it all
10 up. And we have traditionally always peeled off a
11 section of the investment for the common or the
12 noninstitutional investor to give them the opportunity
13 to participate in something maybe they wouldn't be able
14 to participate in.
15 So we're going to go to break right now. And
16 after the break, we're going to come back and talk to
17 Ryan Chester. Ryan Chester is with Cayenne Consulting,
18 and we're going to talk about ERC, an Environmentally
19 Responsible Company, which is a manufacturer of a
20 closed-loop system. Right after the break, we'll talk
21 to Ryan.
22 (Commercial and newsbreak update omitted at
23 00:09:50 to 00:12:40.)
24 MALE SPEAKER: Now, back to Jason and Jim.
25 JASON MOGLER: You're listening to The

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 Investment Road Show with Jason Mogler and Jim
3 Hinkeldey.
4 Jim, before we left the break, we were going to
5 talk to Ryan Chester. Ryan Chester is a strategic
6 advisor, 15 years in positioning in financial analytical
7 experience, in wide varieties of industries. And he has
8 been currently working with ERC, which is the
9 Environmentally Responsible Company, which is the same
10 package that we presented to Carlos Slim's group about a
11 week ago, two weeks ago?
12 JIM HINKELDEY: Two weeks ago, yes, it was.
13 JASON MOGLER: Yeah. We were down in Mexico.
14 And we're going back on the 12th to finish the final
15 negotiations on that.
16 And Ryan, how are you doing today?
17 RYAN CHESTER: Doing well. Thank you.
18 JASON MOGLER: And Ryan, tell us a little bit
19 about yourself.
20 RYAN CHESTER: Okay. Well, 15 years background
21 in the strategic realm, and I've worked with anywhere
22 from -- from the big five companies in specific
23 industries and all the way up to the startups.
24 JASON MOGLER: Um-hmm.
25 RYAN CHESTER: So I've got a pretty -- very

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2 diverse industry experience in waste as well. Emergency
3 services.
4 JASON MOGLER: Uh-huh.
5 RYAN CHESTER: Just a number of different
6 industries.
7 JASON MOGLER: And when you were working, did
8 you get an opportunity -- you took a look at the package
9 that we -- that we put together, and what are the high
10 points of that?
11 RYAN CHESTER: Well, some of the high points are
12 not only the market size, but also what they're doing.
13 They're doing something that is -- ERC is doing
14 something that's very unique. They're actually trying
15 to service and they are servicing 100 percent of the
16 waste, or as you said, 99.999 --
17 JASON MOGLER: Right.
18 RYAN CHESTER: -- of the waste. And that's not
19 being done today. And it's an important thing to not
20 only resolve the landfill issues, but also to be able to
21 capture all of that waste and to be able to process it
22 for a -- for profit.
23 JASON MOGLER: Um-hmm. And what kind of things
24 are they doing with the waste? We talked -- we touched
25 upon that before, but what are some of the things that

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2 they're actually doing with the waste?
3 RYAN CHESTER: Well, they are not only
4 collecting the material, they're recycling the
5 commodities out of it, such as the metals, the plastics,
6 and whatnot, and the cardboards. But then they're also
7 doing a remanufacturing of wood products.
8 JASON MOGLER: Um-hmm.
9 RYAN CHESTER: Oftentimes in -- in the waste
10 stream you will get wood stakes that come up or broken
11 pieces of wood. So they have a wood shop that they've
12 set up, and they capture whatever -- it's called remnant
13 wood products, and they create wood out of -- for sale
14 in retail environments. So that's one aspect.
15 Another aspect is what's called secondary
16 processing. And that is to process the organic type of
17 wastes. So it would be able to convert their biomass
18 material into pellets for sale to convert into energy,
19 ultimately, and then finally taking other types of
20 recyclables and converting those into energy.
21 JASON MOGLER: And this is not something that's
22 conceptual. This is something that's actually happening
23 right now in terms of the company in Las Vegas. They're
24 currently in operation. They've been in operation
25 for -- how long, Jim? Ten -- is it ten years?

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2 JIM HINKELDEY: Ten years.
3 JASON MOGLER: (Indiscernible.)
4 JIM HINKELDEY: They have a ten-year track
5 record.
6 JASON MOGLER: Ten-year track record and -- and
7 good family. Likes to contract with the casinos out
8 there as well. So I mean, municipals, it's hard to get
9 into that business anywhere, but especially in
10 Las Vegas.
11 RYAN CHESTER: Yeah. And one of -- one of the
12 important things is that they have already expanded one
13 time. So they have a proven track record.
14 JASON MOGLER: Um-hmm.
15 JIM HINKELDEY: What is the one time they
16 expanded?
17 RYAN CHESTER: They expanded into a larger lot
18 size --
19 JIM HINKELDEY: All right. Okay.
20 RYAN CHESTER: -- to be able to handle a lot
21 more volume.
22 JASON MOGLER: Yeah.
23 JIM HINKELDEY: Um-hmm. Um-hmm.
24 JASON MOGLER: So we're talking about a business
25 model here, where they just need capital expansion

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2 money, and that's really what they're doing. They're
3 buying a larger facility. They're going from what,
4 three acres right now -- two and a half, three acres?
5 JIM HINKELDEY: Two and a half to three acres.
6 RYAN CHESTER: Um-hmm.
7 JASON MOGLER: Yeah. To a 12-acre facility,
8 because they needed the -- they have the demand there.
9 JIM HINKELDEY: Right. And Ryan, I know you've
10 been involved in the energy waste world for a while.
11 RYAN CHESTER: Um-hmm.
12 JIM HINKELDEY: And just taking a step back and
13 looking at the overall game plan for ERC, especially
14 just in the Las Vegas market, what do you think of it
15 overall? Great plan? Kind of cutting edge? Ahead of
16 the curve? All three? Or which one would stand out
17 more?
18 RYAN CHESTER: You know, I think one of them
19 that stands out -- stands out the most is not only the
20 servicing 100 percent of the material --
21 JIM HINKELDEY: Um-hmm.
22 RYAN CHESTER: -- but it's -- but it's also
23 targeting areas that -- that are not currently targeted.
24 So I think it's their -- their service model, that is --
25 that is very important. So --

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 JIM HINKELDEY: Right. And I know that Tony
3 Salazar, he has a very good track record, and very
4 experienced in waste management. And his model does
5 seem to work; it seems to be spot-on. And that's one of
6 the reasons that we're down in Mexico right now. And if
7 it didn't make sense, I can assure you that we would not
8 be there with a group such as Inbursa Bank --
9 RYAN CHESTER: Sure.
10 JIM HINKELDEY: -- because they can see right
11 through it.
12 RYAN CHESTER: Yes. And all -- on top of that
13 what he has done is he has cornered the market in the
14 expos, in the expo realm.
15 JIM HINKELDEY: Um-hmm.
16 RYAN CHESTER: So he's proven in -- in the
17 Las Vegas environment.
18 JIM HINKELDEY: Right, right. And he also has a
19 nice government contract. Is it Area 52 or 51 or
20 something like that?
21 RYAN CHESTER: Yes. He's servicing the green
22 martians.
23 JIM HINKELDEY: Right, yeah, yeah. So I -- I
24 guess --
25 RYAN CHESTER: I think they're green.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 JIM HINKELDEY: That would be a pretty hard -- I
3 would expect a pretty hard thing for the average guy to
4 get.
5 RYAN CHESTER: Yes.
6 JIM HINKELDEY: And that, again, goes to his
7 credit as being experienced, and I guess bankable, for
8 lack of a better word, in the world of the green men.
9 RYAN CHESTER: Yes. And one of the -- you know,
10 one of the important things is to highlight, is the fact
11 that he has grown despite the recession.
12 JIM HINKELDEY: Um-hmm. Yes.
13 RYAN CHESTER: So that is a very important
14 advantage that he has.
15 JIM HINKELDEY: That's right. Because we did a
16 10-year analysis, Ryan, of his income of the business,
17 and pretty much every year it has increased, and despite
18 the downturn -- was it 2008?
19 RYAN CHESTER: 2008, yes.
20 JIM HINKELDEY: Yeah, yeah. 2008, if I'm not
21 mistaken, correct me if I'm wrong, Ryan, but his income
22 went down a little bit, the growth, but not a heck of a
23 lot.
24 RYAN CHESTER: Right. And what he did during
25 that time was invest in assets during that time.

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2 JIM HINKELDEY: Um-hmm.
3 RYAN CHESTER: Assets and infrastructure.
4 JIM HINKELDEY: Right.
5 RYAN CHESTER: So there's an understandable cash
6 outlay for different things, and he's got a completely
7 cash basis model.
8 JIM HINKELDEY: Um-hmm.
9 RYAN CHESTER: No -- no debt.
10 JIM HINKELDEY: No, no. And again, despite the
11 downturn, he's -- he held his own.
12 RYAN CHESTER: Yeah. And -- and not -- it's not
13 just the downturn, but it's the greatest downturn since
14 the Great Depression.
15 JIM HINKELDEY: Um-hmm. Um-hmm.
16 RYAN CHESTER: So that's a significant --
17 significant value.
18 JIM HINKELDEY: Yeah. And especially if you
19 think about how everything was a no-no to go to
20 Las Vegas, when the new administration got in power in
21 '08 and said, you know, that it's just not a right place
22 to go for business, and --
23 RYAN CHESTER: Um-hmm.
24 JIM HINKELDEY: -- he continued to hold his own,
25 so --

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 RYAN CHESTER: Um-hmm.
3 JIM HINKELDEY: To his credit, he knows what
4 he's doing and he knows how to survive.
5 RYAN CHESTER: Yes. And -- and on top of that
6 he brings a great network. He's, you know, president
7 and board member of the Nevada recyclers association, so
8 he's very well connected.
9 JIM HINKELDEY: Um-hmm. Yes, he is. And I know
10 there's some of the mandates, or I should -- I'm saying
11 "mandates."
12 RYAN CHESTER: Um-hmm.
13 JIM HINKELDEY: In Las Vegas, they have to -- is
14 it -- is it hit 25 percent of all waste?
15 RYAN CHESTER: Of all -- yeah. They have to
16 reduce the landfill --
17 JIM HINKELDEY: Right.
18 RYAN CHESTER: -- by 25 percent, and they're not
19 there yet.
20 JIM HINKELDEY: Yes. And that's by what, 2015?
21 RYAN CHESTER: 2015, I believe, yes.
22 JIM HINKELDEY: Yeah, yeah. So that certainly
23 is helping everything in the Nevada market, and it's
24 just the tip of the iceberg.
25 RYAN CHESTER: Yes.

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2 JIM HINKELDEY: There's going to be much more
3 coming out there.
4 RYAN CHESTER: Um-hmm.
5 JIM HINKELDEY: And again, Tony is ahead of the
6 curve. And if anybody is interested in finding out more
7 about ERC and the future plans of ERC, both domestic and
8 also hopefully international, Jason, what should they
9 do?
10 JASON MOGLER: They should contact us, Jim.
11 They can call us direct at (480) 278-7031. The number
12 is (480) 278-7031. Let me -- let me stop here.
13 They -- you know, one of the -- the amount of
14 homework that goes into this -- the background,
15 research, the things that we're looking at in terms of
16 making sure that the investor is protected through
17 assets, you know, that in case -- in the -- in the event
18 of, you can always go this direction, in the event of.
19 So we always have a game plan that's spelled out pretty
20 detailed and -- and organized in terms of getting the
21 investor back their capital.
22 JIM HINKELDEY: Um-hmm.
23 JASON MOGLER: And I think -- in this particular
24 case, and this is one of the projects that, what, we put
25 like four or five months of work into this --

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2 JIM HINKELDEY: Um-hmm.
3 JASON MOGLER: -- and it all makes sense, and
4 you have all the right players in place. I mean, here
5 you've got a group like Carlos Slim's group, you know,
6 giving thumbs-up to it. You don't get any bigger than
7 that in the financial world. That's the -- that's the
8 biggest fish in the pond.
9 JIM HINKELDEY: Right now, as the current world
10 ranking, it is the biggest one.
11 JASON MOGLER: And so here you've got the
12 approval of his people and the blessing from Pemex bank,
13 which -- or Pemex, which is the gas carrier out in
14 Mexico as well. So a lot of heavy hitters looking at
15 our small company with big offerings.
16 JIM HINKELDEY: Well, you know, and it's -- and
17 it's not by accident. We look in spots for emerging
18 markets, and certainly anything with recyclables --
19 JASON MOGLER: Um-hmm.
20 JIM HINKELDEY: -- gas additives to help reduce
21 pollution, especially in other countries. The time is
22 here, and it's just growing, and that's what we always
23 try to look at and latch onto. And that's always been
24 our growth pattern.
25 JASON MOGLER: And we're not the new kids on the

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2 block. We've been around for a lot of years. And I
3 know that you worked in Wall Street for a lot of
4 years --
5 JIM HINKELDEY: Um-hmm.
6 JASON MOGLER: -- so this is not something that
7 we decided, sitting across the kitchen table, that we
8 were going to make up and go out and get investors'
9 capital. This is something that is a working model, a
10 business that's existing, been around for ten years --
11 JIM HINKELDEY: Um-hmm.
12 JASON MOGLER: -- lots of asset protection here
13 as well, and a good return to the investor. And I'm --
14 I'm really proud of that.
15 JIM HINKELDEY: Well, you know, it's just -- the
16 old saying, getting back to basics, Jason. And as -- as
17 Ryan pointed out, it is a company with a ten-year track
18 record, a successful ten-year track record. And in bad
19 times, such as again the '08 era, has always shown that
20 they can hold their own. So you put all of that
21 together, and it's a very successful business model, and
22 one that we're very excited to be part of.
23 JASON MOGLER: Now, and we're not even talking
24 about the waste and controlling and -- and turning that
25 waste into a value. We're also talking about a

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2 commodity's market.
3 And after the break, we're going to talk about
4 how this could open up the commodities market and the
5 pellet market, so you're listening to 1510 AM. If
6 you're interested in calling and talking to us on the
7 show, you can call (602) 324-5366. And again, the
8 number is (602) 324-5366. You're listening to The
9 Investment Road Show with Jason and Jim.
10 (Commercial and newsbreak update omitted at
11 00:23:14 to 00:28:02.)
12 MALE SPEAKER: Now, back to Jason and Jim.
13 JASON MOGLER: You're listening to The
14 Investment Road Show. This is Jason Mogler. I'm here
15 with my cohost, Jim Hinkeldey.
16 And Jim, it's Valentine's Day here in the
17 Valley. Have you gotten Nadine a valentine?
18 JIM HINKELDEY: No, I did not yet. But the day
19 is still short.
20 JASON MOGLER: Might I recommend a star, Jim?
21 JIM HINKELDEY: Yes, a star, a -- a star, a --
22 JASON MOGLER: The star registry. They have
23 star registries. If you've listened to the commercials,
24 they have actual stars you can buy your wife.
25 JIM HINKELDEY: Oh, is that right?

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2 JASON MOGLER: Yeah. Name it after your wife.
3 A beautiful gift.
4 JIM HINKELDEY: I see.
5 JASON MOGLER: Surprise -- surprise gift.
6 JIM HINKELDEY: Okay. That would be very
7 unique.
8 JASON MOGLER: Or some chocolate from Godiva.
9 You like -- you like Godiva, don't you?
10 JIM HINKELDEY: Yes, yes. We do.
11 JASON MOGLER: Definitely a good company. Or
12 some cigars, Jim.
13 JIM HINKELDEY: Yes. That's -- that is a --
14 always an interesting gift to get your wife, and, you
15 know, I guess I won't go there back a few years ago in
16 the presidential White House, but hey.
17 JASON MOGLER: Well, you know, Jim, and --
18 and -- and I'll save you from this, but the thing that I
19 most enjoy about -- you know, if you're going to make me
20 happy, give me a bag of money.
21 JIM HINKELDEY: Yes.
22 JASON MOGLER: Keep -- keep the flowers, give me
23 a bag of money. And if you give me the bag of money,
24 I'm going to invest it with Arizona Investment Center.
25 And if you're interested in finding out about some of

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 the things that you can invest in over at the Arizona
3 Investment Center, you can go to
4 arizonainvestmentcenter.com, or you can call for an
5 appointment, a 45-minute introduction seminar is held
6 every Thursday night at 6 o'clock. You can get a
7 webinar, which you can sit in your underwear and listen
8 to the -- the webinar and -- and that's a -- what is the
9 webinar, Jim?
10 JIM HINKELDEY: That is something that you can
11 go online with your PC --
12 JASON MOGLER: Uh-huh.
13 JIM HINKELDEY: -- while you're having your
14 cigar and eating Godivas.
15 JASON MOGLER: There you go.
16 JIM HINKELDEY: And Brian Buckley will walk you
17 through a presentation in the comfort and sanctity of
18 your home, and it can be done at any time. You do not
19 have to come into our office. And a lot of people like
20 those, because it's always very interactive, and a lot
21 of people just feel more comfortable, because they're
22 not in a large group setting.
23 JASON MOGLER: Right.
24 JIM HINKELDEY: And they can ask questions, and
25 ask questions via email and all of those exciting

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2 things.
3 JASON MOGLER: Well, and you know, exactly. I
4 mean, there's no pressure. There's never any pressure.
5 We usually just do educational seminars. They can do
6 that, they can call (480) 278-7031, (480) 278-7031. We
7 have a large variety of alternative investments.
8 And Jim, what is an alternative investment?
9 JIM HINKELDEY: An alternative investment is
10 something that everybody should always consider, and
11 traditionally, it is an investment in something other
12 than cash, stocks, bonds. Some people now consider real
13 estate as a nontraditional investment, but I still put
14 it in the alternative investments, because not many
15 people do that. You can have art, wine, cars, whatever
16 you think is going to be held for future appreciation.
17 That's a real broad and very easy-to-comprehend
18 definition of an alternative investment. Things such as
19 Phoenix premium property, Jason. People can get into
20 property ownership on a very low threshold, I believe
21 it's $10,000 per unit.
22 JASON MOGLER: It is, Jim.
23 JIM HINKELDEY: And they can get into Phoenix
24 premium property, and they're totally secured. Money is
25 held in an escrow account. And they can get in the real

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2 estate game and benefit from that with little exposure
3 and very minimal investments. And again, it's a very
4 secured investment, and that is -- that can be found on
5 our web site, which is what, Jason?
6 JASON MOGLER: Arizonainvestmentcenter.com, it's
7 arizonainvestmentcenter.com. And that's a good point,
8 Jim. I mean, our investments, we're not just -- you're
9 not just handing us the cash, you're putting that money
10 into an escrow account --
11 JIM HINKELDEY: Um-hmm.
12 JASON MOGLER: -- which is held by a third
13 party, which is very unique --
14 JIM HINKELDEY: Yes.
15 JASON MOGLER: -- in Arizona.
16 JIM HINKELDEY: Yes.
17 JASON MOGLER: There -- there's a lot of
18 companies out there that are doing fix and flips and
19 repos, and things like that, and they're taking the
20 money directly, and there's no referee in between.
21 JIM HINKELDEY: No.
22 JASON MOGLER: And we have a referee that sits
23 there, and we don't get paid until we perform.
24 JIM HINKELDEY: Um-hmm.
25 JASON MOGLER: And I wish a lot of companies in

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 the Valley would do that, and they aren't. And you're
3 going to see a huge failure rate, potentially, with
4 companies like that --
5 JIM HINKELDEY: Yes, yes.
6 JASON MOGLER: -- because the -- you don't have
7 the integrity. They don't have the -- the -- and this
8 is something we actually invented with -- and Security
9 Title never did this before?
10 JIM HINKELDEY: Nope. It was the first in the
11 country for them.
12 JASON MOGLER: Okay. So another first for
13 Arizona Investment Center. We did that to protect the
14 investing community. And a lot of the things that we
15 do -- all of the things that we do are to protect you,
16 the investor. And if the person that you're investing
17 with isn't doing that, then I suggest you switch. And
18 you can go to the arizonainvestmentcenter.com,
19 arizonainvestmentcenter.com, or call (480) 278-7031.
20 And we're a bunch of smart guys, and we put
21 together a package with ERC. ERC is the Environmentally
22 Responsible Company. We took this out to Mexico City
23 about two weeks ago, talked to Carlos Slim's group. And
24 we had a bunch of spinoffs from there as well. We had
25 Pemex and a bunch of other smart guys telling us, hey,

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2 we're right.
3 JIM HINKELDEY: Um-hmm.
4 JASON MOGLER: And this is the right direction
5 to go, because this is not only going to solve the
6 world's trash problem, but it -- in addition, it
7 provides an opportunity for the listener, the investor
8 out there, to -- a place to put their money, a safe
9 place to put their money.
10 JIM HINKELDEY: And it's a great opportunity
11 because, in my estimation, and Ryan, you've been
12 involved in recycling and waste management and so forth
13 for a long time, and correct me if I'm wrong, but it is
14 just the beginning of the forefront of this.
15 RYAN CHESTER: Absolutely. They have a very
16 unique model when it comes to the organic side, and that
17 is specifically important as it relates to Mexico.
18 JASON MOGLER: Well, and here's what you've got,
19 Ryan, over in ERC, in Mexico, they're putting contracts
20 together to secure all the agricultural trash, or
21 reusable materials, to turn that into a pellet, which
22 will then, in turn -- they're looking in the 10-year,
23 15-year window to control the commodities market and
24 turn the pellet market into a commodities market.
25 RYAN CHESTER: Right.

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2 JASON MOGLER: Which is huge, and -- and here
3 you are at the -- at the forefront. Here it is a little
4 small company in Arizona offering something that's going
5 to change the world.
6 RYAN CHESTER: Yeah. They have a -- they have a
7 bold vision, let's put it that way, for the next 25, 30
8 years.
9 JASON MOGLER: And here's a company that's been
10 around for ten years. They aren't a startup. This is
11 not a guess. This is a legitimate audited books, and
12 you come in, and if you're interested in finding out
13 about this company, you can call us. Once again, the
14 phone number is (480) 278-7031, or you can go to the
15 arizonainvestmentcenter.com, that's
16 arizonainvestmentcenter.com,
17 arizonainvestmentcenter.com, and schedule an appointment
18 or a webinar online.
19 Now, when we last left, Ryan, you were telling
20 us a little bit more about ERC. What are the fine
21 points that you saw on there, the highlight -- highlight
22 it for us, again, if you would, please.
23 RYAN CHESTER: Well, what they're doing is they
24 are -- they are -- their goal is to process all the
25 waste as it comes in, the municipal waste.

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2 JASON MOGLER: Um-hmm.
3 RYAN CHESTER: So that is stuff generated from
4 the city's construction yards, that is also material
5 from homes, and they want to take all of that in, all
6 the waste, and recycle that and convert everything to
7 reusable products. So that is the -- that current goal
8 right now is not -- is not what is being done right now.
9 As was stated before, the state of Nevada has a
10 goal that was identified in 1991 by the Nevada State
11 legislature to process 25 percent -- or reduce
12 25 percent of the recycling rate from the landfills.
13 And they're -- they haven't met that yet. So this idea
14 was bred out of -- out of the -- the goal of processing
15 all the waste.
16 JIM HINKELDEY: Um-hmm. Yes. And Ryan, I
17 firmly believe that you're going to see more and more of
18 that happen across the country, on both the national and
19 the state level, as we move to free ourself from all the
20 old fossil fuel.
21 RYAN CHESTER: There's a lot of legislation
22 coming out that is promoting this type --
23 JIM HINKELDEY: Um-hmm.
24 RYAN CHESTER: -- of effort right now, yes.
25 JASON MOGLER: Now, Jim, I'm going to insert

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2 here too, they can also go back to the landfills right
3 now and use that as fuel. They can mine the landfills.
4 So they're going to go landfill mining --
5 JIM HINKELDEY: Um-hmm.
6 JASON MOGLER: -- if you can imagine that. So
7 your eliminating the landfills, you're taking the
8 garbage and you're turning it into a recyclable, and
9 you're taking the agricultural market here in Mexico and
10 you're -- you're securing the farmer's market.
11 We're going to come back and talk about this,
12 because this is real exciting for our company to be
13 representing. If you're interested in participating in
14 today's show, you can call (602) 324-5366.
15 After the break, we're going to talk to Ryan
16 about the multiple markets that are open to this, as
17 well as some additional alternative investments that you
18 can get involved in. You're listening to The Investment
19 Road Show with Jason and Jim on KFNN Radio.
20 (Commercial and newsbreak update omitted at
21 00:36:48 to 00:39:40.)
22 MALE SPEAKER: Now, back to Jason and Jim.
23 JASON MOGLER: You're listening to The
24 Investment Road Show with Jason Mogler and Jim
25 Hinkeldey. And we left the show, last we were talking

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 to Ryan about Environmentally Responsible Company, which
3 is ERC, and they have a flagship operation right now in
4 Nevada, which is expanding its position because of the
5 demand that they have in their market. And they're
6 going from a 2-and-a-half- to 3-acre property to a
7 12-acre property. And that offering is being offered
8 through the Arizona Investment Center, exclusively.
9 Arizona Investment Center, we focus on alternative
10 investments, alternative not being risky, not
11 necessarily. It's -- this company has been around for
12 ten years, and sometimes people confuse that word
13 alternative with risk, right, Jim?
14 JIM HINKELDEY: Yes, they do, Jason. And that
15 is not the proper way to classify Tony. He is -- while
16 any investment has a certain degree of risk, Tony has a
17 proven ten-year track record --
18 JASON MOGLER: Um-hmm.
19 JIM HINKELDEY: -- throughout the highs and lows
20 of the market, and the recycling market, and the
21 Las Vegas market, and has always proven to come through
22 and grow the business, so --
23 JASON MOGLER: Even in -- even in this economy,
24 he's growing -- he's been growing this business, because
25 trash doesn't go away. And his model, Jim, is, and you

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2 know this, they pay him to pick it up and pay him to
3 process it --
4 JIM HINKELDEY: Right.
5 JASON MOGLER: -- and then he makes it into
6 something, and you know, a usable product --
7 JIM HINKELDEY: Um-hmm.
8 JASON MOGLER: -- on the backside, and then
9 sells it.
10 JIM HINKELDEY: And it's truly amazing. I know
11 we've gone through his yard, and we've seen this
12 operation firsthand. Everything, what they do from
13 taking Styrofoam to repurposing of the wood itself.
14 JASON MOGLER: Yeah. And the things that I
15 thought, I mean, I was like, wow, they -- you know, they
16 can recycle Styrofoam, and they can.
17 JIM HINKELDEY: Um-hmm.
18 JASON MOGLER: And the agricultural trash, which
19 they're gearing up for, the new facility will make
20 pellets. And also we're expanding in the Mexican market
21 as well, as well as the domestic, so international and
22 domestic markets as well. We have some pretty heavy
23 hitters looking at this, the heaviest hitter, Carlos
24 Slim's group, taking a look at our projects, and we got
25 an invitation to come back as well, to discuss and

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2 finalize that relationship.
3 So that's kind of exciting, huh, Jim?
4 JIM HINKELDEY: That is, that's very exciting.
5 And a great place to expand is in Mexico, because
6 there's just a lot of need there.
7 JASON MOGLER: And who -- go ahead.
8 JIM HINKELDEY: And -- yes, go ahead, go ahead.
9 JASON MOGLER: Well, who knew ten years ago or
10 umpteen years ago, when we started all of this that -- I
11 mean, when we first -- our first couple of investors
12 through the door were people that we knew, family,
13 friends --
14 JIM HINKELDEY: Um-hmm, um-hmm.
15 JASON MOGLER: -- people that believed in us.
16 JIM HINKELDEY: Right.
17 JASON MOGLER: And then we established a track
18 record and the percentages went down. I remember in the
19 beginning we were, you know, triple digit returns. And
20 as we adjusted and had our reputation intact and our
21 track record intact, we, of course, adjusted those
22 returns. And alternative investments have traditionally
23 paid back a pretty healthy return, so -- and then now
24 we're here talking to one of the largest investors in
25 the world, so --

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2 JIM HINKELDEY: Um-hmm.
3 JASON MOGLER: Quite a journey that we've had.
4 JIM HINKELDEY: It has been an interesting and a
5 fun one.
6 JASON MOGLER: It has been an absolutely fun
7 one. We are -- you can reach us at (480) 278-7031.
8 Once again, it's the Arizona Investment Center. You can
9 go to the arizonainvestmentcenter.com, or you can call
10 for an appointment, or get a 45-minute seminar online,
11 webinar, and they will take care of you. And you can
12 call (480) 278-7031.
13 Ryan, what did you get your wife for Valentine's
14 Day?
15 RYAN CHESTER: Wow, don't have an answer for
16 that.
17 JASON MOGLER: Okay.
18 RYAN CHESTER: I got -- I -- I got a -- I woke
19 up and said, Hey, Happy Valentine's Day, and that was --
20 that was our gift to each other.
21 JASON MOGLER: Well, there you go. Have you
22 considered taking her to the movie, Just Go With It?
23 RYAN CHESTER: No, I did not.
24 JASON MOGLER: Well --
25 RYAN CHESTER: I -- what I did consider -- what

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 I did consider is just taking her out for a walk, and we
3 actually did that.
4 JIM HINKELDEY: Very nice.
5 JASON MOGLER: Well, that's a -- that's a very
6 nice gift. But take her to the move Go With It -- Just
7 Go With It --
8 RYAN CHESTER: All right.
9 JASON MOGLER: -- with Adam Sandler and Jennifer
10 Aniston. It's a great movie.
11 JIM HINKELDEY: And just jumping back to some of
12 the different things that we do at the Arizona
13 Investment Center, we do residential real estate, and
14 that's on the Phoenix premium properties, and we go all
15 the way to our Mexico project. And they should call
16 Brian Buckley, just to get a feel of what we do. And if
17 they want to schedule a webinar seminar or something
18 like that, what is the number, Jason?
19 JASON MOGLER: It's (480) 278-7031.
20 Now, Ryan, this is our last segment of the show.
21 What -- what do you want to express in terms of ERC?
22 You put together the plan for us.
23 RYAN CHESTER: Um-hmm.
24 JASON MOGLER: That's great, and did a really
25 great job. There -- four or five months of work went

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 into this, so this is really kind of a masterpiece. A
3 lot of work, a lot of -- a lot of sweat went into this,
4 a lot of meetings --
5 JIM HINKELDEY: Um-hmm. A lot of hard work.
6 JASON MOGLER: -- went into this, a lot of hard
7 work, and a lot of thought. And you know, that's --
8 it's interesting, around town I see a lot of people
9 putting in money, and there's no real thought into what
10 these guys are doing. There's no security. And this is
11 something that offers some security. So I'm proud of
12 that.
13 Ryan, what --
14 RYAN CHESTER: You know, one of the things I
15 wanted to -- I want to highlight off of this is that
16 this is a flagship model --
17 JASON MOGLER: Um-hmm.
18 RYAN CHESTER: -- a flagship meaning it is -- it
19 is the blueprint --
20 JASON MOGLER: Um-hmm.
21 RYAN CHESTER: -- for other types of operations.
22 This is -- the vision is a very -- is a very
23 comprehensive vision. It is a 30-year vision that is
24 not only domestic, but it is international.
25 JASON MOGLER: Um-hmm.

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2 JIM HINKELDEY: Um-hmm. You're right.
3 RYAN CHESTER: So I -- I think that not only is
4 it covering the -- the 99.99 percent waste, but it does
5 it on an international basis. That's very important.
6 JIM HINKELDEY: And Ryan, why does the flagship
7 stand out and why is that so important?
8 RYAN CHESTER: Well, it stands out not only
9 for -- for -- it stands out primarily in -- in my --
10 from my opinion, it stands out primarily as -- as a
11 resource by which potential investors can come by and
12 see the location, see the operation working.
13 JIM HINKELDEY: Um-hmm. And it is the footprint
14 for success as that model will be fine-tuned, expanded.
15 RYAN CHESTER: Right, um-hmm.
16 JIM HINKELDEY: And then Phase 2, down the
17 line -- I don't know, maybe a year or two -- is
18 expansion via franchising.
19 RYAN CHESTER: Yes, absolutely. Franchising is
20 an important model in this, and that is not only
21 domestic, but it is also international.
22 JIM HINKELDEY: Um-hmm. Yes. And it certainly
23 makes sense because we all have a lot of trash all
24 around the place, and in certain markets it is just wide
25 open. So conceptually, I believe every base has been

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2 touched.
3 Your thoughts on that, Ryan?
4 RYAN CHESTER: Well, absolutely. The franchise
5 model, one of the things that it does is it gives
6 security to potential franchisees. They've already got
7 the road map.
8 JIM HINKELDEY: Um-hmm.
9 RYAN CHESTER: They've already got the
10 blueprint. It's already been done.
11 JIM HINKELDEY: Um-hmm.
12 RYAN CHESTER: All they have to do is execute
13 off of this, and we help them through that.
14 JIM HINKELDEY: Right.
15 JASON MOGLER: And we're -- and we're not
16 going -- we're not hitting municipalities. We're
17 hitting groups -- city sizes of 50,000 to 150,000
18 people, which is real niche. And that's going to stay
19 under the radar of the big three, and it's going to
20 leave open -- it leaves open a market for us, because
21 currently those trash needs aren't being met.
22 JIM HINKELDEY: Yes, correct. And we're just
23 having a lot of fun doing it. As you said the other
24 day, who thought that we would be down in Mexico
25 already. That was always Phase 3.

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2 JASON MOGLER: Right.
3 JIM HINKELDEY: And here we are. And again, ERC
4 is a fine company, fine business model, great track
5 record. Tony Salazar is certainly ahead of the curve,
6 as far as what's happening today in the recycling world
7 and also in the future. And he does stay ahead of the
8 curve, and, therefore, this -- this one business of his
9 is just so exciting and will be expanded for the next, I
10 don't know, three, five, ten years.
11 JASON MOGLER: Absolutely, and you know, the sad
12 thing about this, Jim -- there's only one sad thing
13 about this, is that the majority of people listening
14 right now, they're hardworking, they put away their
15 money for retirement, and yet they won't act, they won't
16 call up, they won't schedule an appointment, because
17 it's new.
18 JIM HINKELDEY: Um-hmm.
19 JASON MOGLER: It's something that they haven't
20 gotten involved in. And alternative investments is a
21 relatively old -- been around --
22 JIM HINKELDEY: Oh, it's been around forever.
23 JASON MOGLER: Yeah, since traditional.
24 JIM HINKELDEY: Um-hmm.
25 JASON MOGLER: And but unfortunately, it's --

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2 it's new to the common investor, I guess, is what I --
3 would be the word for it.
4 JIM HINKELDEY: Yeah. And a lot of people do it
5 every day. They just don't realize it. People will buy
6 a piece of -- a piece of art because they just think
7 it's great and it's going to go up in value, so people
8 do it every day, but they just don't realize or put
9 together the importance of how alternative investments
10 should be really more of a formal process and how they
11 don't compete with, they complement your portfolio,
12 because they do act as a hedge insurance against future
13 dips in the market.
14 JASON MOGLER: And if you're interested in
15 finding more about the Arizona Investment Center, it can
16 be found at arizonainvestmentcenter.com, or you can call
17 for an appointment or get a 45-minute introduction
18 seminar on Thursday nights at 6 o'clock. You can go --
19 call (480) 278-7031. That's (480) 278-7031. You've
20 been listening to The Investment Road Show on KFNN Radio
21 on 1510 AM.
22 (Commercial and newsbreak update omitted at
23 00:48:37 to 00:49:08.)
24 * * * * *
25 (Conclusion of audio recorded broadcast.)

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.

2 C E R T I F I C A T E

3

4 I, Katherine McNally, Certified

5 Transcriptionist, do hereby certify that the foregoing

6 pages 1 through 43 constitute a full, true, and accurate

7 transcript, from audio recording, of the broadcast, all

8 done to the best of my skill and ability.

9

10 SIGNED and dated this 14th day of August

11 2013.

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4 The Investment Road Show) BROADCAST

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February 28, 2011

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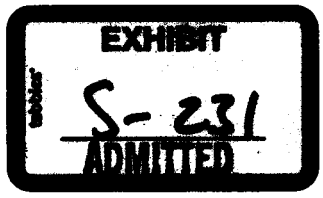

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24 Katherine A. McNally
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1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 (Commencement of audio recorded broadcast of The
3 Investment Road Show at 00:00:47.)
4 MALE SPEAKER: Now, sit back and enjoy the ride,
5 because it's time for The Investment Road Show.
6 CASIMER POLANCHEK: Welcome to The Investment
7 Road Show. I am Casimer Polanchek, and you are on 1510
8 KFNN. I am filling in for Jason Mogler today, who
9 recently got Master Investor of the Year award.
10 I actually wanted to start off today by quoting
11 some information that is on the Securities and Exchange
12 Commission web site, www.sec.gov. And I just wanted to
13 start off with this quote. Under Chapter 7 -- this is
14 what happens when companies go out of business that are
15 tied to the stock market -- under Chapter 7, The company
16 stops all operations and goes completely out of
17 business. A trustee is appointed to liquidate, sell the
18 company's assets, and the money is used to pay off the
19 debt, which may include debts of creditors and
20 investors. The investors who take the least risk are
21 paid first. For example, secured creditors take less
22 risk because the credit that they extend is usually
23 backed by collateral, such as a mortgage or other assets
24 of the company. They know they will get paid first in
25 (sic) the company declares bankruptcy.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 Here's a key point, listen closely: Bondholders
3 have a greater potential for recovering their losses
4 than stockholders. Because bonds represent the debt of
5 the company and the company has agreed to pay
6 bondholders interest and to return their principal,
7 stockholders own the company and take greater risk.
8 They could make more money if the company does well, but
9 they could also lose money if the company does poorly.
10 The owners are last in line to be repaid if the company
11 fails. Bankruptcy laws determine the order of the
12 payout.
13 This means that the quote from SEC web site,
14 again -- and this is actually in the SEC web site -- is
15 secured creditors, often a bank is paid first.
16 Unsecured creditors, such as banks, suppliers, the
17 bondholders, have the next claim. Stockholders, which
18 most people are pretty much stockholders in today's age,
19 are owners of the company, but they also have the last
20 claim on the assets and may not receive anything, if the
21 secured or unsecured creditor's claim are not fully
22 repaid.
23 So this leads me into my next -- into my next
24 section, which I would like to point out that, for
25 example, Fannie Mae and Freddie Mac, which are two major

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 large corporations with tons of assets, when the stocks
3 delisted, the shareholders lost their money, and the
4 companies are still in operation today. Go figure.
5 The stockholders took all the risk, lost their
6 money. That's how it goes in stocks and bonds, and you
7 know, I'd just like to point out that you can find that
8 information again at the Security and Exchange
9 Commission's web site. It's right on there. I just
10 quoted that.
11 Alternative investments are different, however.
12 While the investors invest in the projects, if you
13 smartly invest, you will be the bank. So since you
14 invest your money like the bank, you have a great chance
15 at recovering your money, which means you are secured in
16 the assets of the company, which in my opinion, you
17 know, is a lower risk investment than stocks.
18 Now, who would you rather be in a position?
19 Would you rather be in stocks where you get paid last if
20 a company goes bad, or would you rather be in
21 alternative investments, where if a company goes bad,
22 you are acting as the bank, and you can reclaim the
23 assets? This is definitely a position that I take with
24 my own personal money. And the alternative investments
25 have done great for me personally, and you know, I -- I

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 personally have never lost any money in alternative
3 investments, because I'm always in the first secured
4 position. And if you invest properly, that's what you
5 get.
6 One of the alternative investment plans that I
7 had a pleasure actually to read through, that the
8 Arizona Investment -- the Arizona Investment Center is
9 proud to present one of their new companies that are up
10 and coming, is ERC. ERC stands for Environmentally
11 Responsible Company. This is a recycling center. This
12 is a green project, and it's good for the economy and
13 the planet.
14 Some of the key points I would like to point
15 out, first, this is a company that gets paid to take
16 their product and gets paid to sell their product.
17 Again, I will say that, this company gets paid to take
18 their product. Most companies have to pay to take
19 their -- to acquire their product, mark it up, and sell
20 it. And this company is actually getting paid to take
21 it and paid to sell it. I don't really know too many
22 companies that are positioned this way and have the
23 potential to make lots of profit.
24 Some of the key points that I found out in
25 this -- in the products that they get paid to take is

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 trash. Everybody produces it every day. On average,
3 they produce about four, four and a half pounds a day.
4 So what this is saying then, is this is a great
5 company that deals with trash. And America spends
6 $55 billion -- yes, that's with a B -- $55 billion a
7 year to remove all trash from the households and
8 businesses, most of which go to landfills. Landfills
9 that cost taxpayers lots of money to fill and maintain.
10 Each 12-acre facility that ERC will actually be
11 putting up can handle and remove up to 250,000 tons of
12 trash a year. And while ERC is making money on both
13 sides by getting paid to take the trash and getting paid
14 to sell the trash, this will also help save the heavy
15 tax bill for trash every year that is put on so many
16 Americans.
17 I love this company. And it has been in
18 operation for over ten years. And it's definitely worth
19 looking at. It has an extensive background in
20 recycling. It has politicians on board. It's just --
21 it's a great company in order to go into an alternative
22 investment. They have land; they have assets. They
23 have everything that you would need to back up your
24 money as a bank investor -- as a bank would.
25 When banks loan against money, as I said before,

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2 they're in the first position to actually reclaim that,
3 and so are these types of investments. This is a better
4 way to really just capitalize on making money and being
5 able to just really go for it.
6 ERC is focused in on niche marketing. So while
7 they are paid to get their product, some of those
8 products I mentioned earlier, as cardboard or paper,
9 cardboard; Styrofoam; metals such as steel, brass, tin,
10 copper, and aluminum cans; PVC; wood, are some of the
11 products that are considered trash. And so ERC actually
12 gets to sell that as it comes in and gets paid to take
13 it. For example, paper can go for like $100 to $120 a
14 ton; cardboard $150 to $200 a ton; Styrofoam, $80 to $90
15 a ton; steel, $110 to $450 a ton; brass $700 to $3,600 a
16 ton; tin, you know, can go for around $100 to $300 a
17 ton; and copper way out there, in $3,000 to $9,000 a
18 ton; aluminum, you know, $700 or more per ton, just for
19 aluminum cans.
20 So anyway, this is a great investment
21 opportunity that people should actually take a look at,
22 as part of their portfolio, as stocks and bonds are not
23 the entire portfolio that you actually want to be made
24 up with on your portfolio there. The -- oh, let's see
25 here, the -- ERC is a great company. They have a lot of

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 potential. I've -- I've looked at the business plan,
3 and they have a lot of markets that they can expand into
4 a great deal. They also have international markets.
5 And this is wrapping up. You are listening to
6 Casimer Polanchek, on The Investment Road Show on
7 1510 KFNN.
8 (Commercial and newsbreak update omitted at
9 00:09:42 to 00:12:32.)
10 MALE SPEAKER: Now, back to Jason and Jim.
11 CASIMER POLANCHEK: Welcome back. You are
12 listening to Casimer Polancheck, on The Investment Road
13 Show on 1510 KFNN. Anyway, I'm filling in for Jason
14 Mogler, as I said before, and -- who recently got the
15 Master Investor of the Year award.
16 Anyway, as I was saying before we went to break,
17 I just wanted to cover that stock market, you know,
18 the -- even the Securities and Exchange Commission, if
19 you go to their web site, secured creditors, often, you
20 know, if a company goes out of commission or they go
21 into bankrupt, secured creditors such as a bank gets
22 paid first.
23 Well, the difference with alternative
24 investments is that, same thing, you are the secured
25 creditor. You get paid first. And that's the

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 difference with stocks and being a stockholder where the
3 owners of the company have the last claim on the assets
4 and may not receive anything in a bankruptcy. So this
5 is the difference between alternative investments and
6 the stock market.
7 And I just wanted to actually go over and look
8 at a little thing called hyperinflation, if you haven't
9 heard of hyperinflation. It is devastating to any
10 economy. There have been many countries, even as early
11 as the 1920s, for example, like Germany, at the end of
12 the World War, the mark to the dollar was trading at
13 9-to-1 by July 1921, the ratio had risen to 77-to-1, and
14 the prices more than doubled again by January 1922, and
15 as the ratio of marks to the dollar climbed to 192.1 and
16 by the time the government introduced the Rentenmark in
17 November 1923, which replaced the deflated mark, the
18 exchange rate had risen to 4.2 trillion marks to the
19 dollar.
20 Now, I just wanted to point out that also
21 stocks, in general, do not do well in high inflationary
22 environments, and financial and retail stocks will be
23 the worst investments of all equity sectors. The best
24 investments in contrast will be gold, silver, and shares
25 of companies whose assets consist of modern plant and

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2 equipment, productive lands, and other hard assets that
3 will retain value.
4 And that leads me into looking at the ERC. Now,
5 I just wanted to point out that ERC is a productive
6 value. ERC, the Environmentally Responsible Company,
7 which is a recycling center has actually put together a
8 program, where they will actually -- all trash coming in
9 will actually be used, and again, they're getting paid
10 to take all trash, and they'll be used in about a lot --
11 most of it will actually be recycled. And so they will
12 pay -- they will get paid to actually recycle most of
13 the trash back into the economy, which see, this is a
14 green project also.
15 And green projects, they are great for the
16 environment and they are great for the pocketbook. And
17 the hard assets of the land and the equipment and the
18 value of the company that will be valued once it -- the
19 company is built out, can range from even -- there's
20 actually independent appraisers, when I actually looked
21 at the business plan, which you actually have to get in
22 to see this business plan with these guys. It is a
23 phenomenal business plan. It is hundreds of pages.
24 Every single detail that you want to know about this
25 company is in there, and you know, if you go to a

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 seminar with the Arizona Investment Center, they can
3 definitely just go over all the details, and especially
4 for your analytical people, the -- every detail is in
5 there in order to look at and see what your money is
6 going into.
7 And that's what I actually really love about
8 alternative investments, as well, is that you actually
9 get to see the details of where your money is going and
10 how it's being spent and how it's building a company and
11 how you can actually, you know -- and how the company
12 forms and how the value is -- comes way up. And when
13 you see that, you'll be so shocked that you had never --
14 if you had never looked at alternative investments
15 before, you'll be really shocked at just the way
16 everything comes together, and how you make your money
17 back and all your interest and how you are secured. And
18 that is, I mean, the biggest thing about alternative
19 investments is securing your portfolio.
20 One thing that -- you know, if you're retired,
21 if you are looking to retire, if you want to get to
22 retirement, even if you're a young person, one great
23 thing is that the Arizona Investment Center has open
24 slots for unaccredited investors. They take
25 unaccredited investors, as well as accredited investors

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2 into great projects. And the one great thing about them
3 is that if you want to go see the property and if you
4 want to go and actually touch it and feel it and see the
5 operation, because the ERC Environmentally Responsible
6 Company, the recycling center part has been going for
7 over ten years. Phase 1 was ten years, building a
8 market. Phase 2, they're actually expanding this market
9 and they're actually going into just an incredible,
10 incredible business plan that ties everything together,
11 where they can actually take 99-plus percent of the
12 trash and recycle it. And I don't want to give all the
13 details away on that, because I think there might be
14 some kind of trade secrets in there, and I don't want
15 to, you know, give those out. But if you -- you know,
16 if you call (480) 278-7031 and they can definitely set
17 up an appointment for you to go in and look at this
18 investment. I highly encourage you. It is amazing.
19 So anyway, I just wanted to point out that
20 America, as I said before, spends $55 billion a year to
21 remove trash. And so the ERC Environmentally
22 Responsible Company, they're going to get part of this.
23 And as their market grows, they're going to get more of
24 this money that is spent to remove trash. And they're
25 going to get paid to sell this trash. And so instead of

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2 burying it and creating landfills and causing problems
3 with all of this landfill garbage, they're going to
4 reverse this problem, and they're going to really
5 just -- I mean, I'm just -- I'm so excited -- I'm so
6 excited about the project that -- you know, that when I
7 have kids, they'll be able to help enjoy this
8 environment and this lifestyle much more, in order to --
9 in order just to live life. This will help with
10 extending our finite resources on this planet. It's --
11 it's really great.
12 So anyway, I just wanted to tell you a story
13 about when I was younger, my father told me, that if you
14 have two countries, let's say. Let's say I owned a
15 country and you owned a country. And my country was
16 printing trillions of dollars, and I was spending it on
17 your country, and so your economy is flowing and just --
18 you know, just flourishing, and you have all of this
19 money flowing into your country. And then it comes back
20 where that country wants to spend the money back into --
21 your country wants to spend the money back into my
22 country. And I say, you know, all my people are very
23 lazy, they're very rich, and we really don't produce
24 anything. Well, my money becomes worthless.
25 And so one thing I just wanted to say that our

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 country is printing up so much money. I mean, we have
3 over a $14 trillion deficit, and if -- like I was saying
4 with hyperinflation, if we ever went into
5 hyperinflation, you know, stocks and investments, in
6 contrast -- stocks, bonds, you know, they will not be a
7 good play. However, if you go into companies with hard
8 assets, they -- that can retain value, that's great.
9 And what I personally see in this country is
10 that our -- that our debts are getting so big that
11 these -- that eventually these other countries will kind
12 of say, you know what, your currency isn't worth as
13 much. And then, you know, the United States is not
14 immune -- although we do have a more diverse economy
15 than, like, when Germany went through inflation, a
16 hyperinflation period, so it'll take longer to get
17 there. However, when you start printing up a lot of
18 money to finance the debt, the hyperinflation can set
19 in. And a lot of people, especially people in stocks
20 and bonds, they loose a lot of their wealth in this
21 scenario. And so when you loose a lot of your wealth,
22 you really don't want to just sit there and just start
23 over. Who wants to start over? I mean, jeez, I would,
24 if I were you, look at some alternative investments,
25 because if that ever happened, I don't believe you'll be

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 starting over. You'll actually have a place to go.
3 And a company like ERC, Environmentally
4 Responsible Company, who is in a recycling center, if we
5 go into hyperinflation, they'll make more money. If we
6 switch to a new currency, they're still going to need
7 trash removal services, so they'll just collect the new
8 currency. So if you're invested in this, you might not
9 be able to -- I mean, you won't be able to comprehend
10 that this will be able to actually help your portfolio
11 recover quicker, faster, in a new economy. And so I
12 highly urge everyone to get involved in some kind of
13 alternative investments as at least part of your
14 portfolio.
15 And when we come back, we'll be talking more on
16 this. You are listening to Casimer Polanchek on The
17 Investment Road Show on 1510 KFNN.
18 (Commercial and newsbreak update omitted at
19 00:23:00 to 00:31:10.)
20 MALE SPEAKER: Now, back to Jason and Jim.
21 CASIMER POLANCHEK: You are listening to Casimer
22 Polanchek on The Investment Road Show on 1510 KFNN. I
23 am filling in for Jason Mogler today. I will be talking
24 a little bit about portfolio and how your portfolio
25 could be invested in the $55 billion a year trash

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2 removal services. In addition to that, they also get
3 paid to sell them, which is different from the
4 landfills.
5 Anyway, if you want more information on this,
6 the Arizona Investment Center can be found online at
7 arizonainvestmentcenter.com, or you can call for an
8 appointment, or you can go to the 45-minute introduction
9 seminar every Thursday night at 6 p.m., or you can get a
10 webinar. A webinar is you can sit in the comfort of
11 your own home or office and actually be able to go on
12 the phone with them and look at the computer screen, and
13 they can actually take you through the investments that
14 they have to offer you.
15 To register for the seminar, please call
16 (480) 278-7031. Again, that's (480) 278-7031. And that
17 is the www.arizonainvestmentcenter.com.
18 Anyway, back to what I was talking about is the
19 investments that you can go into that are alternative
20 are, in my opinion, so much better than stocks. Again,
21 as I had printed out from and quoted from the stock
22 market -- from the Securities and Exchange Commission,
23 is that you're the last to get paid. That's -- that's
24 basically what it says, you're the last to get paid if a
25 company goes out of business. And I don't know about

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2 you, but I don't want to be the last to get paid on my
3 money. I want to be in the first shareholder position.
4 I want to be the first to get paid. And that's what the
5 Arizona Investment Center does. They actually put
6 investors in a category like the banks.
7 The investment money goes in, it's spent on
8 assets that is protected against a defaulting payment.
9 And you know, really in the stock market, you just --
10 you just don't get that. It's -- it's just -- it's
11 almost, in my opinion, like a crap shoot. You just --
12 you know, you might as well go play, you know, craps
13 or -- or roulette, you know, and hope that it doesn't
14 land on, you know, red when you bet on black.
15 So anyway, one of the things that I wanted to
16 actually talk about today is a sneak peek into something
17 coming up that the Arizona Investment Center is actually
18 working on. And this is a new product -- well, actually
19 it's an old product. It's about ten years old, about
20 the same kind of time frame that has been worked on with
21 ERC, the Environmentally Responsible Company. And this
22 product actually really interested me.
23 One of the things that I actually found really
24 interested in this, is that this lowers emissions.
25 Again, another one that's good for the environment.

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2 The company name that is going to be going into
3 this is actually a Fuel Fresh backed product. Now, Fuel
4 Fresh has been around for over 20 years. It is a fuel
5 stabilizer. It actually stabilizes fuel for 24 months.
6 And one of the things that is great about this product
7 is it's proven, over 20 years, to actually be better
8 than even the competitor like Stable. And Briggs &
9 Stratton, the largest engine maker in the world, has
10 been buying this product for over 20 years, as well as
11 other sales of the product.
12 Now, the product that I'm talking about has been
13 around for ten years, they've been in the testing phase
14 for ten years on this. And they even took their product
15 through EPA testing, and the EPA approved this product
16 and did their own tests, and amazingly the pollution out
17 of vehicles was way down. Now, one of the things that
18 it did -- well, ten years ago, gas prices were a lot
19 lower than they are today. And so when the product also
20 worked so well, that it actually increased some gas
21 mileage, and the -- I know the oil companies at the
22 time, they didn't really want to, you know, get their --
23 cut their supply line and cut it down and actually sell
24 less, because that would cut into their profits, so that
25 product never really flew. However, they are in

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2 negotiations with the Mexico government, and what this
3 will do is if they get this approved, they're looking --
4 they're looking to include it in every gallon of gas
5 down in Mexico that's sold in -- and my researcher tells
6 me that they sell around, what is that, 2.2 million
7 barrels a day, which is around 100 million gallons a
8 day. And so this could be a huge government contract
9 that could actually make a lot of money for investors,
10 you know, once they secure that contract, that would be
11 open. Anyway, I might be saying too much.
12 And the -- one of the things that really enticed
13 me about this is that it's just -- the profit potential
14 is just so huge when you're talking about the oil
15 industry.
16 And really let -- I'll give you some background
17 information. Here's -- here's what the Mexico
18 government has to incentivize themselves on, is that
19 first off, Mexico City, some of you might not know this,
20 but is actually the second-largest populated city in the
21 world. And this city, by United Nations standards, you
22 can look it up online, actually says that they are the
23 most polluted city in the world, even ahead of Beijing.
24 And so one of their problems is that they have --
25 one-third of their cars are like 20 years or older. And

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2 so this product that Fuel Fresh has designed, not only
3 keeps Fuel Fresh, which, by the way, the Fuel Fresh can
4 actually go into, like, if you have a boat, a car, a
5 motorcycle, a snowmobile, that's going to sit for over
6 three months, fuel gums up and it becomes bad, and so
7 you don't want to use it, if it is bad for your engine.
8 So really, this product is really good for your -- for
9 your engine, for your car.
10 And this new product that they had developed,
11 the EPA approved everything, tested, it burns cleaner,
12 and so they put some new exhaust pipes on the end of
13 some cars, and it actually came out where it wasn't even
14 black. It burns a -- I mean, significantly cleaner.
15 And so the -- anyway, back to what I was saying. The
16 Mexico government, they have incentive to lower their
17 air pollution, and this is one way to do it.
18 And so I highly suggest that you get in contact
19 with the Arizona Investment Center to look at this
20 opportunity also. And the Arizona Investment Center can
21 be found online at www.arizonainvestmentcenter.com, or
22 you can call for an appointment, or you can go to a
23 45-minute introduction seminar every Thursday night at
24 6 p.m., or you can have a webinar from the comfort of
25 your own home. And to register for a seminar, you can

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 give them a call at (480) 278-7031, again, that number
3 is (480) 278-7031. They have great products that are
4 coming up that will be available, and they have great
5 products that are available now.
6 You are listening to Casimer Polanchek, on the
7 IRS, Investment Road Show, on 1510 KFNN.
8 (Commercial and newsbreak update omitted at
9 00:39:48 to 00:42:37.)
10 MALE SPEAKER: Now, back to Jason and Jim.
11 CASIMER POLANCHEK: You are listening to Casimer
12 Polanchek on The Investment Road Show on 1510 KFNN. I
13 am replacing the great Jason Mogler and Jim Hinkeldey.
14 And so anyway, The Investment Road Show, IRS --
15 speaking of IRS, have you guys paid your taxes yet? So
16 I saw little blip that the IRS was actually backed up
17 with those, and they were actually asking people to hold
18 off on it. So -- but, then I saw another little blip
19 that said that Obama was giving more money to the IRS to
20 hire more agents to run everything through.
21 So anyway, you are listening to The Investment
22 Road Show, because the only way to, you know, really get
23 to retirement is to make more money for most people.
24 And alternative investments is the great way to go. It
25 is a hedge against, you know, taxes and inflation,

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2 especially if you use your 401(k) to grow through
3 alternative investments, which I know the Arizona
4 Investment Center has the capable -- capabilities of
5 doing. And if you're like millions of Americans that
6 you have lost money in the stock market, then I
7 encourage you to take a look and peek in at the Arizona
8 Investment Center.
9 The Arizona Investment Center has been around
10 for some time, and the companies who are involved with
11 the Arizona Investment Center have been around for over
12 20-plus years, providing great alternative investments
13 for investors. You don't have to be mega wealthy to
14 invest like the wealthy. Many Americans don't know that
15 you can invest this way. And it is truly sad, in my
16 opinion, that most people do not take full advantage of
17 the possibilities and gains that come with alternative
18 investments, that is so different than the stock market
19 gain.
20 And as I said before, I just wanted to recap
21 here and let you know that the quote, straight from the
22 Securities and Exchange Commission's web site, is that
23 secured creditors, often a bank, is paid first, when you
24 are investing in stocks and in -- in the -- this was in
25 the case of a collapse; and unsecured creditors, such as

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2 banks, suppliers, and bondholders have the next claim;
3 and then if there's any money left over, which my
4 research tells me there usually isn't when it comes to
5 stock market holders, owners of those companies, the
6 stock market people, usually receive nothing, a big fat
7 goose egg. And to me, that's not where I want to put my
8 money. That's where I don't want you to put your money,
9 and it's just one of those things where there are
10 alternative investments that are alternatively better.
11 So just to kind of go over this again, you can
12 call the Arizona Investment Center at (480) 278-7031.
13 Again, that's (480) 278-7031, or go to their web site at
14 www.thearizonainvestmentcenter.com.
15 So one thing that I had said earlier today is
16 ERC, Environmentally Responsible Company. A company
17 that gets paid to take their product and paid to sell
18 it. I don't know any other company. I can't think of
19 any other company that gets paid both ways. Most
20 companies have to pay to buy their product, have a
21 markup, and then when they sell it, they have a profit
22 margin. This company, even though commodities and your
23 selling commodities can be volatile and it can go up and
24 down, they're still getting paid to take their product.
25 And so even if commodities fall off, you know, you still

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2 get paid to take it and you're getting paid to sell it,
3 so you make profit both ways.
4 The way I see, long-term future, and this is,
5 you know, my own personal opinion is, if you really
6 think about it, we live on a finite planet. We have a
7 finite amount of resources. And when those resources
8 are up, that's it. So the ERC, Environmentally
9 Responsible Company, that is working on recycling and
10 doing a major, major program throughout the
11 United States and internationally, they -- actually, you
12 should call them just to see their international
13 projects on this, but they're mostly just focusing on
14 the United States.
15 Another investor, from what I was told, actually
16 took another country, already, just based on the
17 business plan and the operations of the ten years. When
18 they looked at it, they loved it. And so when they're
19 expanding this, these centers, they're putting these
20 resources, not to mention creating jobs, and it's green
21 for the country and the world, they're putting these
22 resources back into play. And when you do that, you are
23 conserving, helping conserve natural resources. So the
24 way I see it, less trees will get cut down because of
25 the wood recycling; less, you know -- less, you know,

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2 mountains, you know, will be blown up. I'm sure we'll
3 get to them all some day, but if it slows down the
4 process a little bit, and we start -- this is a -- a
5 starting process, in my mind, that can just really just
6 grab of ahold of the country and the world and really
7 set up beautifully for investors and for the company,
8 and this will be generations to come. This will be an
9 investment and a company that can go on for generations
10 to help recycle and really help restore all the trash
11 that we produce in this world today.
12 Did you know the average person produces 4.5
13 pounds of trash every day? And that's not including
14 commercial waste. That's just what an average person
15 produces. Therefore, you know, just looking at this,
16 not only do you have assets to back up your investment
17 if you go into this, you actually have a product that
18 everybody produces every day. Everybody produces it on
19 a daily basis.
20 And when you look at this, you know, as far as
21 security and investments go, this is, by far, one of the
22 best investments that this investor has ever seen, ever.
23 And I'm just so excited to be a part of it. I'm so
24 excited to see that I'm going to be making a difference,
25 and I'll make a lot of money doing it. And you know, I

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2 invite you to look at that as well, and really take a
3 serious look.
4 And you know, with the Arizona Investment
5 Center, one thing I love about them, when I go in and
6 look at investments, there's no pressure. They just --
7 they just show you the product, they show you what
8 they're going to be doing with your money if you invest.
9 And if you want to go look at the site, they -- they
10 don't hide anything. You know, one of the -- one of the
11 big things that, you know, a lot of people are afraid of
12 because of Madoff and other schemes that have happened,
13 especially in the last, you know, 10, 15 years, is that
14 you want to be kind of worried about if somebody says,
15 you know, you can't look at the books. You can't look
16 at -- you can't look at the site, you know, because then
17 it -- to me that seems like somebody's hiding something.
18 But the Arizona Investment Center and their companies,
19 they go, yeah, yeah, of course. You know what, our
20 first site is in Vegas. Let's go down to Vegas and show
21 you. And let's really take a look at the current site.
22 Let's look at the site that is going to be the future
23 site. Let's show you how we're going to be processing
24 all of this trash. Let's show you how much money is
25 going to be coming in from this trash. Let's show you

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 how much money is going to be going out by selling the
3 trash, and trash goes -- goes into recycling, and this
4 is great.
5 So anyway, I invite you to go online
6 www.arizonainvestmentcenter.com, or you can call for an
7 appointment and go to a 45-minute introduction seminar
8 every Thursday night at 6 p.m., or you can do a webinar.
9 And the webinars, you can do it from the comfort of your
10 own home, you can be on the phone and the computer and
11 see exactly what they are -- you know, are telling you
12 about.
13 Please call (480) 278-7031 if you are interested
14 in any of these products. You are listening to the Road
15 Show on KFNN 1510.
16 (Commercial and newsbreak update omitted at
17 00:51:37 to 00:53:35.)
18 * * * * *
19 (Conclusion of audio recorded broadcast.)
20
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22
23
24
25

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2 C E R T I F I C A T E

3

4 I, Katherine McNally, Certified

5 Transcriptionist, do hereby certify that the foregoing

6 pages 1 through 27 constitute a full, true, and accurate

7 transcript, from audio recording, of the broadcast, all

8 done to the best of my skill and ability.

9

10 SIGNED and dated this 14th day of August

11 2013.

12

13

14

15 Katherine A. McNally

16

17 KATHERINE A. McNALLY
Certified Electronic Transcriber
CET**D323

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Memorandum# Marjorie G. Katz Revocable Trust

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

C & D CONSTRUCTION SERVICES INC.
A Nevada Corporation

$1,500,000

$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - $25,000 per Unit

C & D Construction Services Inc. a Nevada Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Sixty (60) secured Promissory Notes ("Notes") at an offering price of Twenty- Five Thousand ($25,000) Dollars per Note, for a maximum total of One Million Five Hundred Thousand Dollars ($1,500,000), 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	$25,000	$2,500	$22,500
Maximum Units	$1,500,000	$150,000	$1,350,000

C & D CONSTRUCTION SERVICES INC.
130 West Owens Avenue
North Las Vegas, Nevada 89030
Telephone: (702) 880-1299

The date of this Private Placement Memorandum is October 1, 2010

EXHIBIT
S-234
ADMITTED

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FILE #8337

TABLE OF CONTENTS

IMPORTANT NOTICES II

DISCLAIMERS II

1. SUMMARY OF THE OFFERING 4

2. THE COMPANY 4

2.1 OPERATIONS 4

3. MANAGEMENT 5

3.1 DIRECTORS AND EXECUTIVE OFFICERS 5

4. TERMS OF THE OFFERING 6

4.1 GENERAL TERMS OF THE OFFERING 6
4.2 OFFERING AMOUNT HOLDING ACCOUNT 6
4.3 NONTRANSFERABILITY OF NOTES 6
4.4 CLOSING OF THE OFFERING 6

5. PLAN OF DISTRIBUTION 7

5.1 OFFERING OF NOTES 7
5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS 7

6. DESCRIPTION OF NOTES 8

6.1 NOTES 8
6.2 SECURITY FOR PAYMENT OF THE NOTES 8
6.3 REPORTS TO NOTEHOLDERS 8

7. USE OF PROCEEDS 8

8. CAPITALIZATION STATEMENT 9

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING 9

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS 10

9.1 RESULTS OF OPERATIONS 10
9.2 LIQUIDITY AND CAPITAL RESOURCES 10

10. CERTAIN TRANSACTIONS 10

10.1 NEVADA CORPORATION 10
10.2 PRIVATE OFFERING OF NOTES 10

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

11.1 GENERAL 11
11.2 INDEMNIFICATION 11

12. RISK FACTORS 11

12.1 FORMATION OF THE COMPANY 11
12.2 CONTROL BY COMPANY 12
12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT 12
12.4 LIMITED TRANSFERABILITY OF THE NOTES 12
12.5 REGULATIONS 12

ACC012403
FILE #8337

12.6 SPOT PRICING 12
12.7 FORCE MAJEURE 12

13. PRINCIPAL SHAREHOLDERS 13

14. HOW TO INVEST 13

15. INVESTOR SUITABILITY REQUIREMENTS 14

15.1 INTRODUCTION 14
15.2 GENERAL SUITABILITY 14
15.3 NONACCREDITED INVESTORS 14
15.4 ACCREDITED INVESTORS 15
15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY 16

16. LITIGATION 16

17. ADDITIONAL INFORMATION 17

18. FORECASTS OF FUTURE OPERATING RESULTS 17

19. GLOSSARY OF TERMS 17

20. ACKNOWLEDGEMENT 19

EXHIBITS:
EXHIBIT A: SUBSCRIPTION AGREEMENT 20
EXHIBIT B: PROMISSORY NOTE 36
EXHIBIT C: INVESTOR QUESTIONNAIRE 40

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 C & D Construction Services Inc. (the "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 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

ACC012404
FILE #8337

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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FILE #8337

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.

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. The Company is in the business of rubbish and waste recycling.

The Securities offered are Sixty (60) Notes issued by the Company at Twenty Five Thousand ($25,000) 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 twenty-four (24%) percent interest, payable monthly, due on the 1st of each month, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Initial odd days of interest due will be included in the 1st check. The Notes offered pursuant to this Private Placement Memorandum will be secured by property located In Nevada and California as referenced in section 6.2.

None of the Notes are convertible to common stock, 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 October 1, 2010, and will terminate no later than September 30, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of One Million Five Hundred Thousand ($1,500,000) Dollars. The use of the proceeds is to create the company structure for the purchase and start up requirements for a recycling center located in Apex, Las Vegas, Nevada. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

C & D CONSTRUCTION SERVICES INC. (the "Company") was formed on April 26, 2000 as a Nevada Corporation. At the date of this offering Twenty Five Million (25,000,000) Shares of the Company's voting Common Stock were authorized, issued and outstanding. The Company is in the business of waste management and recycling.

2.1 OPERATIONS

A recycling plant is a facility which processes materials for recycling. Recycling plants may be attached to landfills to streamline the waste management process, or they may be independent facilities. The goods handled at a recycling plant are quite varied, depending on regional demand for specific materials, and the capacity of the plant itself.

ACC012406
FILE #8337

Recycling is a complex process, which starts with a consumer dropping a recyclable object or container into a designated recycling bin. Once that object reaches a plant, it is dumped onto a conveyor with numerous other items for sorting. Sorted goods are divided by type, so that like can be recycled with like. After sorting, the goods are usually cleaned, so that they are ready for the recycling process.

Melting, shredding, and pulping are all used to prepare things for recycling. Glass tends to be chipped and then melted so that it can be made into new glass objects, although some recycling plants also offer bottle reclamation, in which bottles are sterilized for reuse. Shredding is used to package plastic, metal, and paper for processing, while pulping is used to convert paper products into slurry which can be made into paper all over again.

Once objects have been broken down at a recycling plant, they can be made into products from recycled goods.

3. MANAGEMENT

3.1 DIRECTORS AND EXECUTIVE OFFICERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, Peter A. Salazar Jr., is actively involved in the management of the Company.

Peter A. Salazar Jr. resume:

Bachelor in Environmental Science - 2000

2000- Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

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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FILE #8337

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Sixty (60) Notes at Twenty Five Thousand ($25,000) Dollars per Note, for a maximum of One Million Five Hundred Thousand ($1,500,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see **"INVESTOR SUITABILITY REQUIREMENTS"**). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an account with Wells Fargo, into which the offering proceeds will be placed. There is no minimum offering amount established. After the Notes are sold, all proceeds from the sale of Notes will be delivered directly to 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.

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

ACC012408
FILE #8337

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 reaching the maximum offering amount of One Million Five Hundred Thousand ($1,500,000) 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 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.

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6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Sixty (60) Notes of the Company to potential investors at Twenty Five Thousand ($25,000) 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 twenty four (24%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid monthly, due on the 1st of each month, and will be based on the outstanding principal balance. All principal shall be paid at maturity. Initial odd days of interest due will be included in the 1st check. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. 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 real estate in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

6.3 REPORTS TO NOTEHOLDERS

The Company, will furnish annual unaudited 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 will end on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of One Million Five Hundred Thousand ($1,500,000) Dollars. The table below sets forth the use of proceeds for the maximum offering amounts.

ACC012410
FILE #8337

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	$1,500,000	100%
Offering Expenses (1)	$ 5,000	0.003%
Commissions (2)	$ 150,000	10.000%
Total Offering Expenses & Fees	$ 155,000	10.003%
Net Offering Proceeds (3)	$1,345,000	89.667%
Total Application of Proceeds	$1,500,000	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.

(3) Net offering proceeds available for the formation of the new entity. This covers such items as site planning, legal, accounting, marketing plan, business plan, franchise development and all other steps needed in the formation of this company.

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 Sixty (60) Notes or One Million Five Hundred Thousand ($1,500,000) Dollars.

ACC012411
FILE #8337

	AS ADJUSTED 4/26/00	AFTER THE OFFERING
Notes	-0-	$1,500,000
Common Stock $.001 par value, 25,000,000 shares authorized, 25,000,000 shares issued and outstanding	$25,000	$25,000
Net Shareholders' Equity	$25,000	$25,000
TOTAL CAPITALIZATION	$25,000	$1,525,000

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

9.1 RESULTS OF OPERATIONS

The Company is an established company.

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 NEVADA CORPORATION

C & D Construction Services Inc. is a privately held Nevada Corporation, incorporated on April 26, 2000.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand ($1,500,000) Dollars of Notes to selected investors, effective on October 1, 2010.

ACC012412
FILE #8337

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

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such 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 Nevada 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.

12.1 FORMATION OF THE COMPANY

The company was formed on April 26, 2000.

ACC012413
FILE #8337

12.2 CONTROL BY COMPANY

After completion of this offering the Company will own one hundred percent (100%) of the issued and outstanding Common Shares. Such ownership will enable the Company to continue to elect all the Directors 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 officers, directors and employees of the Company. The Note holders do not have the right or power to take part in the management of the Company and will not be represented on the Board of Directors 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 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations. Failure to comply with these laws may result in civil and criminal liability. The Company believes it will be in full compliance with any and all applicable laws, rules and regulations.

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

ACC012414
FILE #8337

12.7 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Twenty Five Million (25,000,000) Shares of Common Stock issued and outstanding.

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 (Twenty Five Thousand ($25,000) 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 C & D Construction Services Inc.

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.

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 to **TRI-CORE BUSINESS DEVELOPMENT LLC** as agent for C & D Construction Services Inc., along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to be addressed to the

ACC012415
FILE #8337

Company as follows: **Tri-Core Business Development LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, 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."

ACC012416
FILE #8337

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;

2. 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;

3.

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;

ACC012417
FILE #8337

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

ACC012418
FILE #8337

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."**

ACC012419
FILE #8337

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.

COMPANY. Refers to C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

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 Twenty Five Thousand ($25,000) Dollar investment consisting of one (1) Promissory Note issued by C & D CONSTRUCTION SERVICES INC. a Nevada Corporation.

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.

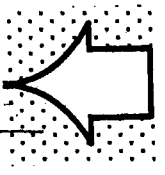
SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or September 30, 2011.

ACC012420
FILE #8337

20. ACKNOWLEDGMENT

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



Signature

Date

Marjorie G. Katz
Print Name

ACC012421
FILE #8337

EXHIBIT A

SUBSCRIPTION AGREEMENT

ACC012422
FILE #8337

Print Name of Subscriber: Marjorie G. Katz Revocable Trust

Amount Loaned: $75,000.00

Number of Notes: 3 units

C & D CONSTRUCTION SERVICES INC.

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF SIXTY (60) SECURED PROMISSORY NOTES

TWENTY FIVE THOUSAND ($25,000) DOLLARS PER NOTE

October 1, 2010

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand ($25,000) Dollars per Note (the "Notes") of C & D CONSTRUCTION SERVICES INC., a Nevada Corporation ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should

ACC012423
FILE #8337

be sent to Tri-Core Business Development LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to Tri-Core Business Development 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 Twenty Five Thousand ($25,000) Dollars per Note), to ***TRI-CORE BUSINESS DEVELOPMENT LLC***. Your check should be enclosed with your signed subscription documents. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc. for this offering.

All funds received from subscribers will be placed in a 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.

ACC012424
FILE #8337

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

ACC012425
FILE #8337

Print Name of Subscriber: Marjorie G. Katz Revocable Trust

Amount Loaned: $75,000.00

Number of Notes: 3 Notes

Subscription Agreement

To: C & D Construction Services Inc.
130 West Owens Avenue
North Las Vegas, Nevada 89030

Gentlemen:

1. Subscription. The undersigned hereby subscribes for 3 Notes of C & D Construction Services Inc. (the "Company"), a Nevada Corporation and agrees to loan to the Company Twenty Five Thousand ($25,000) Dollars per Note for an aggregate loan of **$75,000.00** dollars (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 October 1, 2010 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand ($25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Sixty (60) Notes at Twenty Five Thousand ($25,000) 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 One Million Five Hundred Thousand ($1,500,000) 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 Business Development LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, 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 BUSINESS DEVELOPMENT LLC** in the amount indicated above. Tri-Core Business Development LLC is solely acting as the agent for C & D Construction Services Inc for this offering.

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 One Million Five Hundred Thousand ($1,500,000) 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

ACC012427
FILE #8337

"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 corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada 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 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 domicliary (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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FILE #8337

(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

ACC012430
FILE #8337

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 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 C & D Construction Services Inc. at 130 West Owens Avenue, North Las Vegas, NV 89030. 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.

ACC012433
FILE #8337

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

Executed this _____ day of _____, 2010, 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 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
Signature of Individual	Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property
Print Address of Residence:	Print Telephone Number: ( )

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

he 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).

Marjorie G. Katz Revocable Trust	Trustee
Print Name of Partnership, Corporation, Trust or Entity:	Title of Authorized Representative
Signature of Authorized Representative	Print Jurisdiction of Organization or Incorporation
Marjorie G. Katz	[redacted]
Print Name of Authorized Representative	Print Federal Tax Identification Number
Print Address of Residence: [redacted] MO [redacted]	**Print Telephone Number:** [redacted]

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 9 day of November, 2010.

C & D Construction Services Inc.

By:

Peter A. Salazar Jr.
By Jason T. Mogler limited power of attorney

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. **"Non-accredited 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;

ACC012436
FILE #8337

☐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

ACC012438
FILE #8337

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.

C & D Construction Services Inc., a Nevada Corporation, with offices at 130 West Owens Avenue, North Las Vegas, Nevada 89030 (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 **Seventy Five Thousand Dollars ($75,000.00)** with an annualized rate of return of twenty-four percent (24%). Interest shall be due and payable monthly, due on the 1st of each month and based on the commencement date of the Note. Initial odd days of interest due will be included in the 1st check. 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 Twenty Five Thousand ($25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated October 1, 2010. The Note shall be senior debt of the Maker.

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 property in Nevada and California. The investors are in 1st lien position and the properties are free and clear.

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 there for, 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 C & D Construction Services Inc., 130 West Owens Ave, North Las Vegas, Nevada 89030. 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.

Maker:

11-9-10

Sign & Date

Jason T. Mogler for Peter A. Salazar Jr
by Limited POA

C & D Construction Services
a Nevada Corporation
130 West Owens Avenue
North Las Vegas, Nevada 89030

Holder:
Marjorie G. Katz Revocable Trust

Sign & Date

Print Name

Address:
[redacted]
[redacted] MO [redacted]

EXHIBIT C

C & D Construction Services Inc.

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by C & D Construction Services Inc. (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. Name: _____

2. Address of Principal Residence: _____

   _____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

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:

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FILE #8337

(1)_____ Residence Address (as set forth in item A-2)

(2)_____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

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

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 (2) _____$50,000

   (3)_____$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

4. Estimated gross income during current year exceeds:

   (1)_____$25,000 (2) _____$50,000

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

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

   (1)_____Yes (2) _____No

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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FILE #8337

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

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:

_____ Date: _____, 2010
Signature

_____
Signature (of joint purchase if purchase is to be
Made as joint tenants or as tenants in common)

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FILE #8337

Memorandum# Marjorie G. Katz Revocable Trust

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

ERC COMPACTORS NEVADA LLC

An Arizona Limited Liability Company

$1,500,000

Minimum Offering Amount: $90,000
$15,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
24% Annual Rate of Return
Maturity Date: 24 months
Interest Paid Monthly After a Ninety (90) Day Interest Deferment Period
Redemption at Maturity - $15,900 per Unit (includes deferred interest)

ERC Compactors Nevada LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a minimum of Six (6) and a maximum of One Hundred (100) secured Promissory Notes ("Notes") at an offering price of Fifteen Thousand ($15,000) Dollars per Note, for a minimum of Ninety Thousand Dollars ($90,000) and a maximum total of One Million Five Hundred Thousand Dollars ($1,500,000) 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	$15,000	$1,500	$13,500
Minimum Units	$90,000	$9,000	$81,000
Maximum Units	$1,500,000	$150,000	$1,350,000

ERC Compactors Nevada LLC
8800 E. Chaparral Road, Suite 270
Scottsdale, AZ 85250
Telephone: (480) 278-7031
Facsimile: (480) 278-8979

The date of this Private Placement Memorandum is August 8, 2011

ACC012521
FILE #8337

TABLE OF CONTENTS

IMPORTANT NOTICES II

DISCLAIMERS II

1. SUMMARY OF THIS OFFERING 4

2. THE COMPANY 2

2.1 OPERATIONS 2
2.2 BUSINESS PLAN 2

3. MANAGEMENT 2

3.1 LLC MANAGERS 5

4. TERMS OF THE OFFERING 7

4.1 GENERAL TERMS OF THE OFFERING 7
4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT 4
4.3 NONTRANSFERABILITY OF NOTES 4
4.4 CLOSING OF THE OFFERING 7

5. PLAN OF DISTRIBUTION 8

5.1 OFFERING OF NOTES 8
5.2 PAYMENTS TO BROKER DEALERS OR REGISTERED INVESTMENT ADVISORS 8

6. DESCRIPTION OF NOTES 9

6.1 NOTES 9
6.2 REPORTS TO NOTEHOLDERS 9

7. USE OF PROCEEDS 10

8. CAPITALIZATION STATEMENT 8

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING 10

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS 11

9.1 RESULTS OF OPERATIONS 11
9.2 LIQUIDITY AND CAPITAL RESOURCES 11

10. CERTAIN TRANSACTIONS 11

10.1 ARIZONA LIMITED LIABILITY COMPANY 11
10.2 PRIVATE OFFERING OF NOTES 11

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY 12

11.1 GENERAL 12
11.2 INDEMNIFICATION 12

12. RISK FACTORS 12

12.1 FORMATION OF THE COMPANY 12
12.2 CONTROL BY THE COMPANY 13
12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT 13
12.4 LIMITED TRANSFERABILITY OF THE NOTES 13
12.5 CAPITALIZATION OF THE COMPANY 13
12.6 REGULATIONS 13

13. PRINCIPAL SHAREHOLDERS 14

14. HOW TO INVEST 14

ACC012522
FILE #8337

15. INVESTOR SUITABILITY REQUIREMENTS **15**

15.1 INTRODUCTION 15
15.2 GENERAL SUITABILITY 15
15.3 NONACCREDITED INVESTORS 15
15.4 ACCREDITED INVESTORS 16
15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY 17

16. LITIGATION **15**

17. ADDITIONAL INFORMATION **15**

18. FORECASTS OF FUTURE OPERATING RESULTS **15**

19. GLOSSARY OF TERMS **18**

20. ACKNOWLEDGEMENT **20**

EXHIBITS:

EXHIBIT A: SUBSCRIPTION AGREEMENT **21**
EXHIBIT B: PROMISSORY NOTE **36**
EXHIBIT C: INVESTOR QUESTIONNAIRE **41**
EXHIBIT D: BUSINESS PLAN **45**

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 ERC Compactors Nevada 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 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 ARE 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

ACC012523
FILE #8337

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.

ACC012524
FILE #8337

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.

ERC Compactors Nevada LLC (the "Company") was formed on August 3, 2011 as an Arizona Limited Liability Company. The Company is in the business of cardboard recycling on site at commercial properties.

The Securities offered are One Hundred (100) Notes issued by the Company at Fifteen Thousand ($15,000) 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 Twenty-Four (24%) percent simple interest with a maturity date of Twenty-Four (24) months from the Commencement Date of each Note.

Principal and Interest shall be paid as follows:
Principal: Principal shall be paid at maturity. The maturity date is Twenty-Four (24) months from the Commencement Date of each Note.

Interest: Since there is a delivery period of approximately Ninety (90) days between the equipment purchase date and equipment delivery date, the first Ninety (90) days of interest will be deferred. The deferred interest ($300 per month or $900 for 90 days) will be added onto the note's principal amount of $15,000. The new principal balance of the Note on the Ninety-First (91st) day after the Commencement Date will be Fifteen Thousand Nine Hundred ($15,900) dollars. Interest will be calculated on the combined amount of Fifteen Thousand Nine Hundred ($15,900) and will be paid monthly commencing in the Fourth (4th) month.

The notes will be secured by the equipment/compactors 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 August 8, 2011, and will terminate no later than August 7, 2012, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a minimum of Ninety Thousand ($90,000) Dollars and a maximum of One Million Five Hundred Thousand ($1,500,000) Dollars. The use of the proceeds is to purchase compactor equipment to be installed at commercial locations (see "USE OF PROCEEDS").

2. THE COMPANY

ERC Compactors Nevada LLC (the "Company") was formed in August 3, 2011, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, issued and outstanding. The Company is in the business of recycling.

ACC012525
FILE #8337

2.1 OPERATIONS

ERC Compactors Nevada LLC is a new division of ERC which acquired C&D Construction Services Corporation. C&D Construction Services has been in recycling business for over ten years.

While ERC Compactors Nevada LLC is a new divisional venture and has yet to commence operations, it is in the same business and augments the company's recycling business. ERC Compactors LLC will supply a new source of commodities from new accounts such as strip malls.
For a complete discussion on the company's philosophy and operations, please see "Exhibit D - it's business plan".

2.2 BUSINESS PLAN

ERC of Nevada LLC's business plan, included as Exhibit D of this Memorandum, 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, the following individuals are actively involved in the management of the Company:

Jason Todd Mogler - President and Principal

Jason Todd Mogler, partner of Tri-Core Companies, has twenty plus years of marketing experience in both domestic and international markets.

An Arizonan native, his family has been in the construction business since 1940 his grandfather Roger Krants was a general contractor who completed several major commercial and residential ventures. You could say that development is in Jason's blood since blood.

Jason's practical work experience include the position of Director of Construction Lending for Republic Mortgage, and the Director of Construction Lending for the prestigious Royal Bank of Canada, his extensive work experience gives him thorough knowledge of construction lending and banking operations.

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

ACC012526
FILE #8337

master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position.

Jason has also been celebrated for his philanthropy with numerous organizations both in Arizona and throughout the country. Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Peter A. Salazar: Chief Executive Officer:

Bachelor in Environmental Science - 2000

2000 - Founder of C&D Construction Services Inc - Construction Clean Up Company

2001- Co-Founder with Brother Luis Salazar of Starwood Lumber Products - Dimensional Lumber Products

2002 - Expanded C&D Construction Services Inc - Roll Off Division

2003 - Founder of Liberty Salvage Materials - Recycling Division of C&D Construction Services Inc.

2008 - 2010 - Nevada Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award

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 spearheaded 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 mortgage 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.

ACC012527
FILE #8337

Brian Buckley - 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 minimum of Six (6) and a maximum of One Hundred (100) Notes at Fifteen Thousand ($15,000) Dollars per Note, for a minimum of Ninety Thousand ($90,000) Dollars and a maximum of One Million Five Hundred Thousand ($1,500,000) 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. The Company has set a minimum offering proceeds figure of $90,000 (the "minimum offering proceeds") for this Offering.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with Wells Fargo Bank, into which the minimum offering proceeds will be placed. At least Six (6) Notes must be sold for $90,000 before such proceeds will be released from the holding account and utilized by the Company. After the minimum number of Notes is sold, all subsequent proceeds from the sale of Notes will be delivered directly to 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.

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

ACC012528
FILE #8337

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 Twenty (20) 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 reaching the minimum offering amount of Ninety Thousand ($90,000) Dollars.

2. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand ($1,500,000) Dollars.

3. 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 Twenty (20) 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 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.

ACC012529
FILE #8337

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering One Hundred (100) Notes of the Company to potential investors at Fifteen Thousand ($15,000) 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 Twenty-Four (24%) percent simple interest over the term thereof, with a maturity date of Twenty-Four (24) months from the Commencement Date of each Note.

Principal and Interest shall be paid as follows:

Principal: Principal shall be paid at maturity. The maturity date is Twenty-Four (24) months from the Commencement Date of each Note.

Interest: Since there is a delivery period of approximately Ninety (90) days between the equipment purchase date and equipment delivery date, the first Ninety (90) days of interest will be deferred. The deferred interest ($300 per month or $900 for 90 days) will be added onto the note's principal amount of $15,000. The new principal balance of the Note on the Ninety-First (91) day after the Commencement Date will be Fifteen Thousand Nine Hundred ($15,900) dollars. Interest will be calculated on the combined amount of Fifteen Thousand Nine Hundred ($15,900) dollars and will be paid monthly commencing in the Fourth (4th) month.

The notes will be secured by the equipment/compactors purchased.

The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty.

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 will be secured by the equipment/compactors purchased.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual unaudited 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.

ACC012530
FILE #8337

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a minimum of Ninety Thousand ($90,000) Dollars and a maximum of One Million Five Hundred Thousand ($1,500,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds	Minimum Amount	Percent of Proceeds
Proceeds From Sale of Notes	$1,500 ,000	100%	$90,000	100%
Application of Proceeds				
Offering Expenses (1)	$ 5,000	0.33%	$ 5,000	5.56%
Commissions (2)	$ 150,000	10.00%	$ 9,000	10.000%
Total Offering Expenses & Fees	$ 155,000	10.33%	$ 14,000	15.56%
Net Offering Proceeds (3)	$ 1,345,000	89.67%	$ 76,000	84.44%
Total Application of Proceeds	$ 1,500,000	100%	$ 90,000	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.

(3) Net offering proceeds available for the purchase of compactors/equipment.

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 One Hundred (100) Notes or One Million Five Hundred Thousand ($1,500,000) Dollars.

ACC012531
FILE #8337

	AS ADJUSTED 08/03/2011	AFTER THE OFFERING
Notes	-0-	$1,500,000
Membership Units $.10 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Members Equity	$100	$100
TOTAL CAPITALIZATION	$100	$1,500,100

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

9.1 RESULTS OF OPERATIONS

The Company has yet to commence compactor 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 CORPORATION

ERC Compactors Nevada LLC is a privately held Arizona Limited Liability Company, formed on August 3, 2011.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to One Million Five Hundred Thousand ($1,500,000) Dollars of Notes to selected investors, effective on August 8, 2011.

ACC012532
FILE #8337

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

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such 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.

12.1 FORMATION OF THE COMPANY

The Company was formed on August 3, 2011. It is therefore subject to all the risks 11inherent in the creation of a new Company. Unforeseen expenses, complications and delays may occur with a new Company.

ACC012533
FILE #8337

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 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 are 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 its principals. Independent of the amounts raised in this offering, presently 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. The Company believes it is in full compliance with any and all applicable laws, rules and regulations.

12.7 U.S. ECONOMY

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

ACC012534
FILE #8337

12.8 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1,000) Membership Units issued and outstanding to Jason Todd Mogler and James Hinkeldey.

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 (Fifteen Thousand ($15,000) 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 ERC Compactors Nevada 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 ERC Nevada 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 to ERC

ACC012535
FILE #8337

COMPACTORS NEVADA 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: **ERC Compactors Nevada LLC, 8800 E. Chaparral Road., Suite 270, 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

ACC012536
FILE #8337

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 Five Hundred Thousand ($500,000) 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 One Hundred Thousand ($100,000) 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;

ACC012537
FILE #8337

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

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

ACC012538
FILE #8337

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.

COMPANY. Refers to **ERC COMPACTORS NEVADA 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

ACC012539
FILE #8337

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 Fifteen Thousand ($15,000) Dollar investment consisting of one (1) Promissory Note issued by **ERC COMPACTORS NEVADA 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 August 7, 2012.

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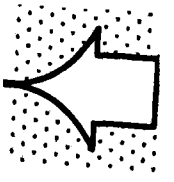
20. ACKNOWLEDGMENT

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



_____ _____

Signature Date

Marjorie Katz

Print Name

ACC012541
FILE #8337

EXHIBIT A

SUBSCRIPTION AGREEMENT

ACC012542
FILE #8337

Print Name of Subscriber: Marjorie G. Katz Revocable Trust

Amount Loaned: $100,000.00

Number of Notes: 6.67

ERC COMPACTORS NEVADA LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MINIMUM OF SIX (6)
AND A
MAXIMUM OF ONE HUNDRED (100)
SECURED PROMISSORY NOTES

FIFTEEN THOUSAND ($15,000) DOLLARS PER NOTE

AUGUST 8, 2011

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

ACC012543
FILE #8337

Each subscriber for the secured Promissory Notes, Fifteen Thousand ($15,000) Dollars per Note (the "Notes") of ERC Compactors Nevada 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 ERC Compactors Nevada LLC, 8800 E. Chaparral Road, Suite 270, 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 Fifteen Thousand ($15,000) per Note), to **"ERC Compactors Nevada 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.

ACC012544
FILE #8337

Print Name of Subscriber: Marjorie G. Katz Revocable Trust

Amount Loaned: $100,000.00

Number of Notes: 6.67

Subscription Agreement

To: ERC Compactors Nevada LLC
8800 E. Chaparral Road
Suite 270
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for **6.67** Notes of ERC Compactors Nevada LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Fifteen Thousand ($15,000) Dollars per Note for an aggregate loan of **$100,000.00** (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 August 8, 2011 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Fifteen Thousand ($15,000) 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 minimum of Six (6) and up to a maximum of One Hundred (100) Notes at Fifteen Thousand ($15,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The minimum aggregate loan to the Company will be Ninety Thousand ($90,000) Dollars and the maximum aggregate loan to the Company from this Offering will be One Million Five Hundred Thousand ($1,500,000) 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 ERC Compactors Nevada LLC, at 8800 E. Chaparral Road, Suite 270, 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 ERC Compactors Nevada 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 Twenty (20) 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 reaching the minimum offering amount of Ninety Thousand ($90,000) Dollars.

2. Upon receipt of the maximum Offering subscription amount of One Million Five Hundred Thousand ($1,500,000) Dollars.

3. 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 Twenty (20) 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

ACC012546
FILE #8337

"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 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

ACC012547
FILE #8337

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.

ACC012548
FILE #8337

(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 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 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.

ACC012550
FILE #8337

(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 therefor, 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 ERC Compactors Nevada LLC, at 8800 E. Chaparral Road, Suite 270, 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.

ACC012552
FILE #8337

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

Executed this _____ day of _____, 2011,
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 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
Signature of Individual	Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property
Print Address of Residence:	Print Telephone Number: ( )

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).

Marjorie G. Katz Revocable Trust	Co-Trustee
Print Name of Partnership, Corporation, Trust or Entity:	Title of Authorized Representative
	Maricopa County, AZ
Signature of Authorized Representative	Print Jurisdiction of Organization or Incorporation
Marjorie G. Katz	[redacted]
Print Name of Authorized Representative	Print Federal Tax Identification Number
Print Address of Residence:	Print Telephone Number:
[redacted]	[redacted]
[redacted] MO [redacted]	

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 15 day of November, 2011

ERC COMPACTORS NEVADA 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. **"Non- accredited 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 Five Hundred Thousand ($500,000) 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 One Hundred Thousand ($100,000) 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;

ACC012555
FILE #8337

☐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.

ACC012556
FILE #8337

EXHIBIT B

PROMISSORY NOTE

ACC012557
FILE #8337

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.

ERC COMPACTORS NEVADA LLC, an Arizona Limited Liability Company, with offices at 8800 E. Chaparral Road, Suite 270, 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 **One Hundred Thousand ($100,000.00) Dollars.**

The Notes will have an annual rate of return of Twenty-Four (24%) percent simple interest over the term thereof, with a maturity date of Twenty-Four (24) months from the Commencement Date of each Note.

Principal and Interest shall be paid as follows:

Principal: Principal shall be paid at maturity. The maturity date is Twenty-Four (24) months from the Commencement Date of each Note.

Interest: Since there is a delivery period of approximately Ninety (90) days between the equipment purchase date and equipment delivery date, the first Ninety (90) days of interest will be deferred. The deferred interest ($300 per month or $900 for 90 days) will be added onto the note's principal amount of $15,000. The new principal balance of the Note on the Ninety-First (91) day after the Commencement Date will be Fifteen Thousand Nine Hundred ($15,900) dollars. Interest will be calculated on the combined amount of $15,900 ($15,900) and will be paid monthly commencing in the Fourth (4th) month.

The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty.

1. NOTES

This Note in the principal amount of Fifteen Thousand ($15,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated August 8, 2011. The Note shall be senior debt of the Maker.

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 Twenty (20) 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.

(d) If the maturity date is extended this will not be considered an event of default.

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 the equipment/compactors purchased.

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 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 8) with a copy to ERC Compactors Nevada LLC, 8800 E. Chaparral Road, Suite 270, 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.

Maker:

ERC Compactors Nevada LLC,
An Arizona LLC
8800 E. Chaparral Road
Suite 270
Scottsdale, AZ 85250

Holder:
Marjorie G. Katz Revocable Trust

_____
Sign & Date

Marjorie G. Katz
Print Name

Address:
[redacted]
[redacted] MO [redacted]

Jason Todd Mogler
Print Name

11·15·11
Signature & Date

ACC012561
FILE #8337

EXHIBIT C

Investor Suitability Questionnaire

ACC012562
FILE #8337

EXHIBIT C

ERC Compactors Nevada LLC

Investor|Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by ERC Compactors Nevada 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. Name:_____

2. Address of Principal Residence:_____

_____ County:_____

3. Residence Telephone: (_____)_____

4. Where are you registered to vote?_____

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:

_____

ACC012563
FILE #8337

_____

7. Please send all correspondence to:

(1)_____ Residence Address (as set forth in item A-2)

(2)_____ Business Address (as set forth in item B-1)

8. Date of Birth:_____

9. Citizenship:_____

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

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 (2)_____$50,000

(3)_____$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

4. Estimated gross income during current year exceeds:

(1)_____$25,000 (2)_____$50,000

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

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

(1)_____Yes (2)_____No

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.)

ACC012564
FILE #8337

(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

F. Consistent Investment Strategy

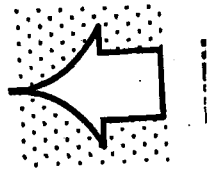
Is this investment consistent with your overall investment strategy?

(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:



_____ Date:_____, 20___
Signature

_____
Signature (of joint purchase if purchase is to be made as joint tenants or as tenants in common)

ACC012565
FILE #8337

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-236
ADMITTED

TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies LLC
An Arizona Limited Liability Company

$10,000,000

$50,000 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 - $128,000 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 Two Hundred (200) Secured Promissory Notes ("Notes") at an offering price of Fifty Thousand ($50,000) Dollars per Note, for a maximum total of Ten Million Dollars ($10,000,000), 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	$50,000	$5,000	$45,000
Maximum Units	$10,000,000	$1,000,000	$9,000,000

Tri-Core Companies LLC
8800 E. Chaparral Road, Suite 270
Scottsdale, AZ 85250
Telephone: (480) 278-7031
Facsimile: (480) 278-8979

The date of this Private Placement Memorandum is June 1, 2010

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ACC012899
FILE #8337

Table of Contents

IMPORTANT NOTICES II

DISCLAIMERS III

1. SUMMARY OF THE OFFERING 4

2. THE COMPANY 4

2.1 OPERATIONS 4
2.2 BUSINESS PLAN 5

3. MANAGEMENT 5

3.1 LLC MANAGERS 5

4. TERMS OF THE OFFERING 8

4.1 GENERAL TERMS OF THE OFFERING 8
4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT 8
4.3 NONTRANSFERABILITY OF NOTES 8
4.4 CLOSING OF THE OFFERING 9

5. PLAN OF DISTRIBUTION 9

5.1 OFFERING OF NOTES 9
5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS 10

6. DESCRIPTION OF NOTES 10

6.1 NOTES 10
6.2 SECURITY FOR PAYMENT OF THE NOTES 10
6.3 REPORTS TO NOTEHOLDERS 10

7. USE OF PROCEEDS 11

8. CAPITALIZATION STATEMENT 11

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING 11

9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS 12

9.1 RESULTS OF OPERATIONS 12
9.2 LIQUIDITY AND CAPITAL RESOURCES 12

10. CERTAIN TRANSACTIONS 12

10.1 ARIZONA LIMITED LIABILITY COMPANY 12
10.2 PRIVATE OFFERING OF NOTES 12

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY 13

11.1 GENERAL 13
11.2 INDEMNIFICATION 13

12. RISK FACTORS 13

12.1 CONTROL BY COMPANY 13
12.2 RELIANCE ON THE COMPANY FOR MANAGEMENT 14
12.3 LIMITED TRANSFERABILITY OF THE NOTES 14
12.4 REGULATIONS 14

CONFIDENTIAL

ACC012900
FILE #8337

12.5 GENERAL ECONOMY 14
12.6 ZONING 14
12.7 MARKET DEMAND 15
12.8 FORCE MAJEURE 15

13. PRINCIPAL SHAREHOLDERS 15

14. HOW TO INVEST 15

15. INVESTOR SUITABILITY REQUIREMENTS 16

15.1 INTRODUCTION 16
15.2 GENERAL SUITABILITY 16
15.3 NONACCREDITED INVESTORS 17
15.4 ACCREDITED INVESTORS 17
15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY 18

16. LITIGATION 18

17. ADDITIONAL INFORMATION 19

18. FORECASTS OF FUTURE OPERATING RESULTS 19

19. GLOSSARY OF TERMS 19

20. ACKNOWLEDGMENT 21

EXHIBIT A A1

SUBSCRIPTION AGREEMENT A2

INVESTOR STATUS A14

EXHIBIT B B1

PROMISSORY NOTE B2

EXHIBIT C C1

INVESTOR SUITABILITY QUESTIONNAIRE C2

EXHIBIT D D1

TRI-CORE COMPANIES LLC BUSINESS PLAN D2

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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.

ACC012901
FILE #8337

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 Two Hundred (200) Notes issued by the Company at Fifty Thousand ($50,000) 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 the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) 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 June 1, 2010, and will terminate no later than May 31, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Ten Million ($10,000,000) Dollars. The use of the proceeds is to purchase and hold for appreciation parcels of land along the Sonoran Coast of Mexico.

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."

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FILE #8337

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

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FILE #8337

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 413-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 mortgage 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.

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 Two Hundred (200) Notes at Fifty Thousand ($50,000) Dollars per Note, for a maximum of Ten Million ($10,000,000) 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

No minimum offering amount has been established before proceeds can be released 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 thereunder. 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 Ten Million ($10,000,000) 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

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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 Two Hundred (200) Notes of the Company to potential investors at Fifty Thousand ($50,000) 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 the above mentioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) 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.

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 Ten Million ($10,000,000) 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	$10,000,000	100.00%

Application of Proceeds

Offering Expenses [1]	$ 5,000	0.050%
Commissions [2]	$ 1,000,000	10.000%
Total Offering Expenses & Fees	**$ 1,005,000**	**10 .050%**
Net Offering Proceeds	**$ 8,995,000**	**89.950%**
General Project Expenses	$ 25,000	0.250%
Soft Cost	$ 50,000	0.500%
Marketing	$ 50,000	0.500%
Administration	$ 36,000	0.360%
Land Purchase [3]	$ 8,834,000	88.340%
Total Application of Proceeds	**$ 10,000,000**	**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 amount available for land purchase, transfer fee costs and real estate taxes.

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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 Two Hundred (200) Notes or Ten Million ($10,000,000) Dollars.

ACC012910
FILE #8337

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	-0-	$10,000,000
Membership Units $0.10 par value, 1,000 Units authorized, 900 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$10,000,100

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

9.1 RESULTS OF OPERATIONS

The Company is actively engaged in the purchase of land to be held for appreciation.

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 Ten Million ($10,000,000) Dollars of Notes to selected investors, effective on June 1, 2010.

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ACC012911
FILE #8337

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.

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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ACC012912
FILE #8337

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 GENERAL ECONOMY

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

12.6 ZONING

This area is zoned for resort and single family development. No changes are foreseen for this area.

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ACC012913
FILE #8337

12.7 MARKET DEMAND

The market for unspoiled beachfront property that is highly developable remains strong.

12.8 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

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 (Fifty Thousand ($50,000) 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

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ACC012914
FILE #8337

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, 8800 E. Chaparral Road, Suite 270, 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.

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ACC012915
FILE #8337

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);

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ACC012916
FILE #8337

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 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

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ACC012917
FILE #8337

knowledge of the Company, no legal actions are contemplated against the Company and/or its Principals.

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

ACC012918
FILE #8337

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in which it sells investment securities and who may employ licensed agents for that purpose.

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 Fifty Thousand ($50,000) 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 May 31, 2011.

CONFIDENTIAL

ACC012919
FILE #8337

20. ACKNOWLEDGMENT

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

Mark Sherman
Signature

6/9/10
Date

MARK SHERMAN
Print Name

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ACC012920
FILE #8337

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EXHIBIT A

SUBSCRIPTION AGREEMENT

ACC012921
FILE #8337

Each subscriber for the Secured Promissory Notes, Fifty Thousand ($50,000) 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, 8800 E. Chaparral Road, Suite 270, 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 Fifty Thousand ($50,000) 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.

CONFIDENTIAL

ACC012923
FILE #8337

Print Name of Subscriber: Mark Sherman

Amount Loaned: $ 100,000.00

Number of Notes: 2

Subscription Agreement

To: Tri-Core Companies LLC
8800 E. Chaparral Road – Suite 270
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for **2** Notes of Tri-Core Companies LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Fifty Thousand ($50,000) Dollars per Note for an aggregate loan of **$100,000.00** (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 June 1, 2010, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Fifty Thousand ($50,000) 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 Two Hundred (200) Notes at Fifty Thousand ($50,000) Dollars per Note, with no minimum subscription (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Ten Million ($10,000,000) 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 8800 E Chaparral Road, Suite #270, 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 Ten Million ($10,000,000) 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:

ACC012925
FILE #8337

CONFIDENTIAL

(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

CONFIDENTIAL

ACC012926
FILE #8337

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.

CONFIDENTIAL

ACC012927
FILE #8337

(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.

CONFIDENTIAL

ACC012928
FILE #8337

(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 8800 E. Chaparral Road, Suite 270, 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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FILE #8337

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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FILE #8337

IN WITNESS WHEREOF, the [redacted] by his, her, or its execution hereof, has read and approved this Subs[redacted]ement and agrees to be bound by this Agreement.

Executed this _____ day of _____, 2010, 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.

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Mark Sherman **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)***
M. Sherman **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:**
[redacted] [redacted] AZ [redacted]	[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:**

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ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2010.

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;

___x MS *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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FILE #8337

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 8800 E. Chaparral Road, Suite 270, 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 **$ 100,000.00 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 the above-mentioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above noted maturity date.

1. NOTES

This Note in the principal amount of Fifty Thousand ($50,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated June 1, 2010. 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.

ACC012937
FILE #8337

(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

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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, 8800 E. Chaparral Road, Suite 270, 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 8800 E. Chaparral Road - Suite 270 Scottsdale, AZ 85250	**Mark Sherman** [redacted] [redacted] AZ [redacted]
JASON TODD MOOLA	MARK SHERMAN
Print Name	Print Name
JUNE 08, 2010	MSherman 6.9.10
Signature & Date	Signature & Date

EXHIBIT C

INVESTOR SUITABILITY QUESTIONAIRE

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FILE #8337

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:

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(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: _____

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

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ACC012942
FILE #8337

(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):

_____ 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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ACC012943
FILE #8337

EXHIBIT D

TRI-CORE COMPANIES LLC
BUSINESS PLAN

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FILE #8337

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 now makes 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 new coastal highway.

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

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FILE #8337

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
- Drainage plans
- Major Roadway design
- Master plan document creation

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- Preliminary lot layout
- Final plat design
- Pro-forma cost estimates

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FILE #8337

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

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ACC012948
FILE #8337

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.

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/Rocky Point area was chosen for the Company's purchases due to its potential 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 new 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 new $50 million dollar international airport at Rocky Point accommodates all types of passenger planes
- The newly constructed Hospital of Peñasco will serve the El Golfo/Rocky Point areas

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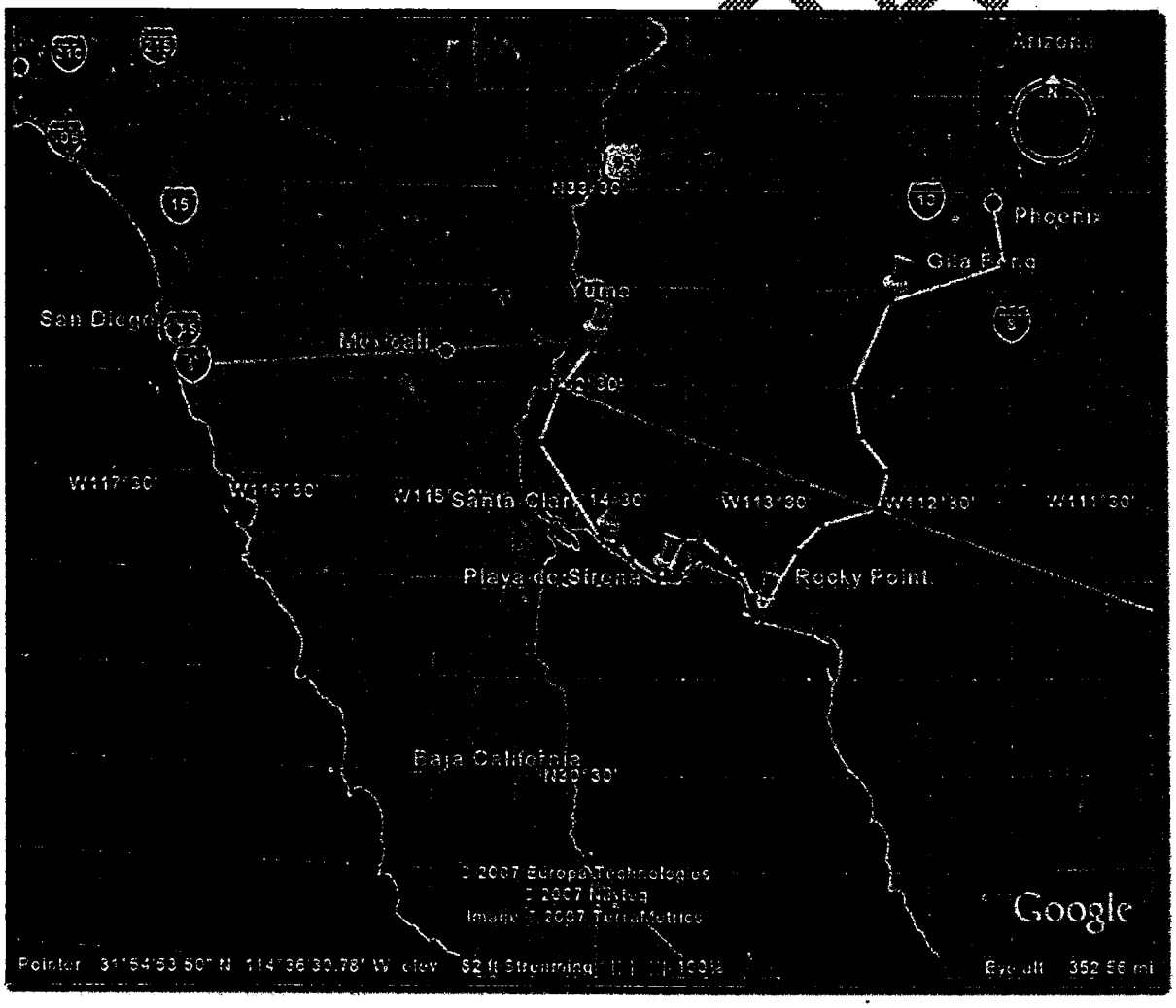
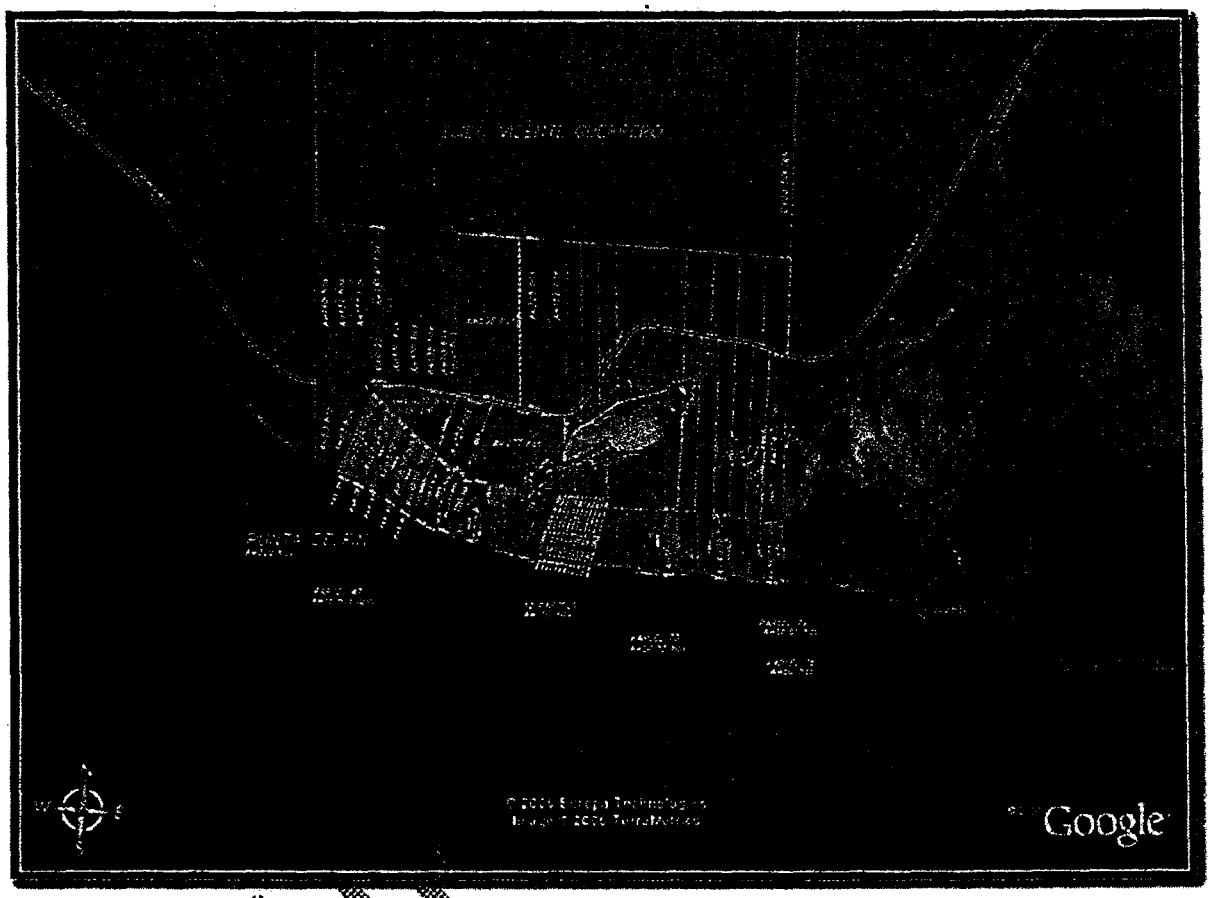
ACC012949
FILE #8337

- The newly designated cruise ship port in Rocky Point

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 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 the 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.



ACC012950
FILE #8337



El Golfo/Rocky Point – General Economic and Area Information:
The Colorado River forms the state line between Arizona, California, 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

ACC012951
FILE #8337

ACC012959
FILE #8337

Tri-Core Business Development LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 10/1/2012
Invoice #: 22

Investor Statement

Name: Katz Residuary Trust Investment date: 11/9/2010

Date	Company	Description	Principal	Interest owed plus promotions *	Misc. fees or refunds	Total
1/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$3,400.00	$0.00	$3,400.00
2/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
3/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
4/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
5/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
6/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
7/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
8/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
9/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
10/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
11/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
12/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
1/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
2/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
3/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
4/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
5/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
6/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
7/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
8/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
9/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
10/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
					$0.00	
					$0.00	
					$0.00	
					Subtotal:	$45,400.00
					Advances:	
					Total:	$45,400.00

EXHIBIT
S-237
ADMITTED

AUG-2-2013 15:39 FROM:+++ +++ [redacted] TO: [redacted] P.2

ACC012961
FILE #8337

ERC of Nevada, LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 3/1/2013
Invoice #: 14

Investor Statement

Name: Marjorie G Katz Revocable Trust 106k Investment date: 11/15/2011

Date	Company	Description	Principal	Interest owed plus prorations *	Misc. fees or refunds	Total
3/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$3,180.00	$0.00	$3,180.00
4/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
5/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
6/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
7/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
8/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
9/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
10/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
11/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
12/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
1/1/2013	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
2/1/2013	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$2,120.00	$0.00	$2,120.00
3/1/2013	ERC of Nevada, LLC	Monthly interest service on notes	$106,000.00	$883.33	$0.00	$883.33
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					Subtotal:	$27,383.33
					Advances:	
					Total:	$27,383.33

*April 01, 2011 amount will be larger due to adding prorated days in February 2011 to full March month. Subsequent months will be lower and level payments.

EXHIBIT
S-238

AUG-2-2013 15:40 FROM:+++ +++ [redacted] TO:[redacted] P.4

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

The Executive Director of the Arizona Corporation Commission does hereby certify that the Corporations Division has custody of the official records pertaining to the qualification and authorization of the corporations and limited liability companies doing business in the State of Arizona and that, upon search of these records, our office has determined that:

ERC COMPACTORS NEVADA, LLC

was not authorized as a corporation or limited liability company in the State of Arizona, and has not been so authorized in this State, for at least the preceding ten (10) years, insofar as the records of the Corporations Division extend.

EXHIBIT
S-239

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: August 23, 2013.

Jodi A. Jerich, Executive Director

By: Lynda B. Griffin

Tri-Core Business Development LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 11/1/2012
Invoice #: 24

Investor Statement

Name: Mark Sherman Investment date: 10/26/2010

Date	Company	Description	Principal	Interest owed plus prorations *	Misc. fees or refunds	Total
12/1/2010	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,334.00	$0.00	$2,334.00
1/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
2/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
3/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
4/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
5/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
6/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
7/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
8/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
9/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
10/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
11/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
12/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
1/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
2/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
3/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
4/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
5/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
6/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
7/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
8/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
9/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
10/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
11/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
					$0.00	
					Subtotal:	$48,334.00
					Advances:	
					Total:	$48,334.00

*

✓ $2000 11.30.12

EXHIBIT
S-240

ACC012995
FILE #8337

Tri-Core Business Development LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 11/1/2012
Invoice #: 23

Investor Statement

Name: Floatron, Inc. Investment date: 11/9/2010

Date	Company	Description	Principal	Interest owed plus prorations *	Misc. fees or refunds	Total
1/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$3,400.00	$0.00	$3,400.00
2/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
3/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
4/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
5/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
6/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
7/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
8/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
9/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
10/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
11/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
12/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
1/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
2/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
3/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
4/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
5/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
6/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
7/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
8/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
9/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
10/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
11/1/2012	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
					$0.00	
					$0.00	
					Subtotal:	$47,400.00
					Advances:	
					Total:	$47,400.00

✓ $2000 11.30.12

EXHIBIT
S-241
ADMITTED

ACC012996
FILE #8337

ERC of Nevada, LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 3/1/2013
Invoice #: 15

Investor Statement

Name: MGK Inc. Investment date: 8/22/2011

Date	Company	Description	Principal	Interest owed plus prorations *	Misc. fees or refunds	Total
1/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$2,438.00	$0.00	$2,438.00
2/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
3/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
4/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
5/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
6/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
7/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
8/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
9/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
10/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
11/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
12/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
1/1/2013	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
2/1/2013	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$1,060.00	$0.00	$1,060.00
3/1/2013	ERC of Nevada, LLC	Monthly interest service on notes	$50,000.00	$441.67	$0.00	$441.67
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
				Subtotal:		$16,659.67
				Advances:		
				Total:		$16,659.67

*April 01, 2011 amount will be larger due to adding prorated days in February 2011 to full March month. Subsequent months will be lower and level payments.

[redacted]

EXHIBIT
S-243
ADMITTED

1872

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #5
Lien Unit Phone: (954) 423-7789

Serial Number
201846604

For Optional Use by Recording Office

*** 3520034 OR: 3692 PG: 0062 ***
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/07/2004 at 01:45PM DWIGHT B. BROCK, CLERK
REC FEE 10.00
Retn:
INTERNAL REVENUE SERVICE
400 W BAY ST #35045 STOP 5750
JACKSONVILLE FL 32202 9907

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer JAMES L STEVENS

Residence
[redacted]
[redacted] FL [redacted]

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1991	[redacted]	09/26/1994	N/A	75393.90
1040	12/31/1992		09/26/1994	N/A	2277.69
1040	12/31/1994		11/25/1996	12/25/2006	2003.31
1040	12/31/1995		11/25/1996	12/25/2006	8087.16
1040	12/31/1996		06/26/2000	07/26/2010	5839.18
1040	12/31/1997		05/29/2000	06/28/2010	72088.54
1040	12/31/1998		10/29/2001	11/28/2011	10610.53
1040	12/31/2002		09/08/2003	10/08/2013	2086.68
1040	12/31/2003		06/28/2004	07/28/2014	959.50

EXHIBIT
S-244

Place of Filing
County Courthouse
Collier County
Naples, FL 33940

Total $ 179346.49

This notice was prepared and signed at JACKSONVILLE, FL, on this,

the 23rd day of November, 2004.

Signature CSherwood
for MS. K. LEAMON

Title
REVENUE OFFICER
(239) 938-7504

25-08-2205

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

State of FLORIDA
County of COLLIER

I HEREBY CERTIFY THAT this is a true and correct copy of a document recorded in the OFFICIAL RECORDS of Collier County. WITNESS my hand and official seal this Date, August 26, 2013
DWIGHT E. BROCK, CLERK OF COURTS

By: Antoinette Butts, D.C.

1056

Form 668 (Y)(c)
(Rev. October 2000)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #5
Lien Unit Phone: (800) 829-3903

Serial Number
6501787[redacted]

For Optional Use by Recording Office

INSTR # 101562578
OR BK 32527 PG 0452
RECORDED 12/21/2001 11:17 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2000

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer JAMES L STEVENS

Residence
[redacted]
[redacted] FL [redacted]

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1998	[redacted]	06/05/2000	07/05/2010	12313.62
1040	12/31/1999	[redacted]	06/05/2000	07/05/2010	656.18

EXHIBIT
S-245

Place of Filing
County Courthouse
Broward County
Ft. Lauderdale, FL 33301

Total $ 12969.80

This notice was prepared and signed at FT. LAUDERDALE, FL, on this, the 12th day of December, 2001.

DEFERRED ITEM
Return Document To
Business Operations

Signature
for Roberta L Macy

Title
ACS
(800) 829-3903

65-01-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
CAT. NO 60025X

I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 28 day of August, 2013

County Administrator.

By _____

Deputy Clerk

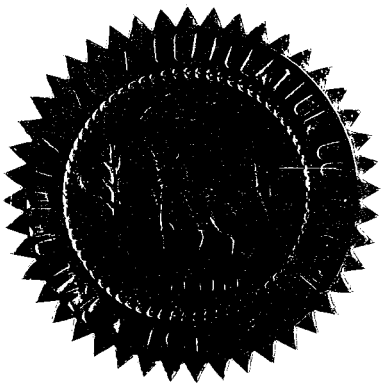
SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

TO: **Custodian of Records**
Tri-Core Mexico Land Development, LLC
8840 E. Chaparral Rd., Suite 150
Scottsdale, AZ 85250

In the matter of
Jason Todd Mogler, file #8337
involving possible violations of the Securities Act
and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **23rd of May, 2012 at 10 o'clock AM**, to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.



The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set her hand at Phoenix, Arizona this 9h day of May, 2012.

Julie Coleman
Chief Counsel of Enforcement
Securities Division

Information and documents obtained by the Securities Division in the course of an investigation are confidential, unless made a matter of public record. The Securities Division may disclose the information or documents to a county attorney, the attorney general, a United States Attorney, or to law enforcement or regulatory officials to be used in any administrative, civil, or criminal proceeding. You may, in accordance with the rights guaranteed to you by the Fifth Amendment of the Constitution of the United States, refuse to give any information that might establish a direct link in a chain of evidence leading to your criminal conviction.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

EXHIBIT
S-246

AFFIDAVIT OF SERVICE (INDIVIDUAL)

State of Arizona)
County of Maricopa) ss.:

_____, being duly sworn, deposes and says:

I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:

_____ Personal Service on the person named in the subpoena.

_____ Leaving a copy at the dwelling house of the person named in the subpoena with a person of suitable age (not less than 16 years of age) and discretion, then residing there.

_____ Leaving a copy at the usual place of business or employment of the person named in the subpoena with an employee, express or implied agent, supervisor, owner, officer, partner, or other similar person of suitable age and discretion (not less than 16 years of age).

_____ Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the person named in the subpoena.

_____ Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known dwelling house or usual place of abode or last known business address, postage prepaid.

Name of Person Served: _____

Relationship to Person Named: _____

Place of Service: _____

Time and Date of Service: _____

Service Performed by: _____

Title: _____

Signature of Affiant: _____

Sworn to before me this _____ day of _____, 2012.

_____

Notary Public

AFFIDAVIT OF SERVICE (BUSINESS ENTITY)

State of Arizona)
County of Maricopa) ss.:

Annalisa Weiss being duly sworn, deposes and says:

I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:

_____ Leaving a copy with an employee, of suitable age and discretion, (not less than 16 years of age) at any place of business of the corporation, partnership, trust, limited liability company, association, or other business entity.

_____ Leaving a copy with any officer or director of a corporation, managing or general partner of a partnership, trustee of a trust, member of a member-managed limited liability company, manager of a manager-managed limited liability company or any authorized representative of an association or other business entity.

__X__ Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the entity named in the subpoena.

_____ Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known business address, postage prepaid.

Name of Person Served: Erika Cuno

Relationship to Person Named: Sec. of Counsel

Place of Service: 1 E. Washington #1200, PHX

Time and Date of Service: 11:30 on 051112

Service Performed by: Annalisa Weiss

Title: Investigator

Signature of Affiant: [signature]

Sworn to before me this 11th day of MAY, 2012.

Gary R. Clapper

Notary Public

Notary Public State of Arizona
Maricopa County
Gary R Clapper
My Commission Expires 01/20/2015

Exhibit "A"

For the purpose of the requests below, TRI-CORE MEXICO LAND DEVELOPMENT LLC, an Arizona limited liability company, and its predecessors and successors in interest shall be referred to as "TCMLD."

For purposes of the requests below, the ARIZONA INVESTMENT CENTER (d.b.a./a.k.a. www.arizonainvestmentcenter.com) may be referred to as "AIC."

From January 1, 2007, to the present, provide the following documents, records and information, whether stored on electronic media or otherwise:

1. TCMLD's partnership and membership agreements, bylaws, articles of organization, and operating agreements, partner, membership or subscription agreements, and any and all related attachments and amendments to these documents;

2. Documents and records relating to the TCMLD's pre-organization, post-organization or corporate meetings, officer, director, shareholder, partner, manager or member meetings including proposed or adopted minutes, resolutions and agendas;

3. Documents and records regarding the names, addresses, telephone numbers and email addresses of the TCMLD and AIC's past and present owners, officers, directors, shareholders, partners, managers, members and investment or securities salesman, brokers or dealers;

4. Names, street, telephone numbers and email addresses of persons and entities (the "Investor(s)") who have been offered, sold or issued investments of any kind by TCMLD, AIC, and any of the persons or entities identified in, or listed in response to paragraph 3 above, including, without limitation, promissory notes, notes, "Unit[s]," stock, real estate, limited liability company membership interests and any other types of equity or non-equity investments issued by or relating to TCMLD and/or AIC (collectively the "Investments");

5. The principal investment amounts and dates of said Investments;

6. Copies of all letters, emails, faxes and other types of written communications, correspondence, messages or "Contact Us" website forms/messages exchanged by and between each potential or actual Investor, TCMLD, AIC, and any of the persons or entities identified in, or listed in response to paragraph 3 above, including, without limitation, all of the communications submitted via or through the website at www.arizonainvestmentcenter.com;

7. Copies of all executed or unexecuted versions of all "Promissory Note (Unit[s])," notes, contracts, agreements, operating agreements, checks, wire transfers, memorandums, private placement or offering memorandum documents, prospectuses or any other documents or records that memorialize the terms and conditions of any offered, purchased, issued, transferred or amended Investments;

8. Copies of all Investment related advertising materials, and web or Internet content published and/or distributed by TCMLD, AIC, and any of the persons or entities identified in, or listed in response to paragraph 3 above, including, without limitation, all versions of pages published on the AIC website at www.arizonainvestmentcenter.com, and on social websites such as Facebook or Twitter;

9. Statements for any and all financial or bank accounts, whether open or closed, owned or controlled by TCMLD, and AIC, and the: (a) the name of the bank, financial, brokerage, retirement, or depository institution and address of the branch at which the account is located; (b) the name of the account holder(s), and the number of each account; (c) the names of all signatories, authorized persons and/or beneficiaries on each account; and (d) documents supporting all deposits, withdrawals, purchases, trades or sales made from or pursuant to the accounts;

10. The amounts and dates of any interest, earnings, distributions, dividends, debt payments, rescissions, refunds, or any other form of returns, profits or payments paid to each Investor, whether momentary or otherwise;

11. An accounting and all documents relating to how TCMLD, AIC, and any of the persons or entities identified in, or listed in response to paragraph 3 above, receipted and disbursed all Investment money including, without limitation, records of all compensation, salaries, bonuses, debt payments, credit withdrawals or advances, distributions, draws, loans, asset purchases or sales, lease executions, expense reimbursements, or any other compensation and money transfers, whether monetary or otherwise;

12. All of the TCMLD's accounting records and books of original entry, whether audited or unaudited, including but not limited to, cash receipts journal, cash disbursements journal, sales journals, general journal, subsidiary journals, general ledger, ledgers, and chart of accounts;

13. All of TCMLD's state and federal tax returns, including any related forms, correspondence or amendments thereto;

14. Documents or records submitted by TCMLD, AIC, and any of the persons or entities identified in, or listed in response to paragraph 3 above, for the purpose of compliance, reporting, or affirmatively seeking exemptions from registration with any state or federal securities, investment adviser or regulatory agencies or organizations;

15. A list of TCMLD, and AIC's professional licenses, registrations or certifications, related correspondence, and documents regarding all discipline or complaints relating to the same, including those relating to any of the persons or entities identified in, or listed in response to paragraph 3 above;

16. All lists of prospective Investors, including sales lead lists, telephonic calling lists, demographic lists, and any other source of potential investor names and contact information, whether drafted by, purchased by, or obtained for the benefit of TCMLD, AIC, and any of the persons or entities identified in, or listed in response to paragraph 3 above;

17. All lists of persons who attended any public, private or in-home "webinar['s]," seminars, classes, conferences, or meetings held or sponsored by or on behalf of TCMLD, AIC, and any of their affiliates or agents, and any of the persons or entities identified in, or listed in response to paragraph 3 above relating to the Investments; and

18. All documents regarding any security or collateral pledged, provided or perfected by TCMLD, AIC, and any of the persons or entities identified in, or listed in response to paragraph 3 above, in relation to the Investments and/or on behalf of investors including, without limitation, those relating to "commodities such as locomotives" or real estate.

COMMISSIONERS
GARY PIERCE, Chairman
BOB STUMP
SANDRA D. KENNEDY
PAUL NEWMAN
BRENDA BURNS

ERNEST G. JOHNSON
EXECUTIVE DIRECTOR

MATTHEW J. NEUBERT
DIRECTOR

SECURITIES DIVISION
1300 West Washington, Third Floor
Phoenix, AZ 85007
TELEPHONE: (602) 542-4242
FAX: (602) 714-8120
E-MAIL: securitiesdiv@azcc.gov

ARIZONA CORPORATION COMMISSION

May 9, 2012

Custodian of Records
Tri-Core Mexico Land Development, LLC
8840 E. Chaparral Rd., Suite 150
Scottsdale, AZ 85250

RE: Jason Todd Mogler, File #8337

Dear Custodian of Records,

Attached is a Subpoena for document production to the offices of the Securities Division of the Arizona Corporation Commission, 1300 West Washington Street, Third Floor, Phoenix, Arizona. On that date and time, you must produce the documents listed on Exhibit "A" of the Subpoena. Testimony concerning the documents will be scheduled at a later time, if necessary.

Information and documents obtained by the Securities Division in the course of an investigation are confidential, unless made a matter of public record. The Securities Division may disclose the information or documents to a county attorney, the attorney general, a United States Attorney, or to law enforcement or regulatory officials to be used in any administrative, civil, or criminal proceeding. You may, in accordance with the rights guaranteed to you by the Fifth Amendment of the Constitution of the United States, refuse to give any information that might establish a direct link in a chain of evidence leading to your criminal conviction.

This Subpoena is being served upon you with sufficient notice in order to enable you to retain the services of an attorney, if you so wish. If you or your attorneys have any questions regarding the above or the attached Subpoena, please feel free to contact me at (602) 542-0630.

Sincerely,

Annalisa Weiss
Special Investigator

$40,000
PRINCIPAL

$ 18,800
TOTAL RCD
2011
2012

TRI-CORE BUSINESS DEVELOPMENT

Tri-Core Business Development LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 11/1/2012
Invoice #: 23

Investor Statement

Name: Charles Sanders Investment date: 11/15/2010

Date	Company	Description	Principal	Interest owed plus prorations *	Misc. fees or refunds	Total
1/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$1,200.00	$0.00	$1,200.00
2/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
3/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
4/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
5/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
6/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
7/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
8/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
9/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
10/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
11/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
12/1/2011	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
1/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
2/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
3/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
4/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
5/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
6/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
7/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
8/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
9/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
10/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
11/1/2012	C & D Recycling Services	Monthly interest service on notes	$40,000.00	$800.00	$0.00	$800.00
					$0.00	
					$0.00	
					Subtotal:	$18,800.00
					Advances:	
					Total:	$18,800.00

*January 01, 2011 amount will be larger due to adding prorated days in November 2010 to full December month. Subsequent months will be lower and level payments.

$ [illegible]

EXHIBIT
S-247
ADMITTED

ACC005755
FILE #8431

ERC of Nevada, LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 11/1/2012
Invoice #: 10

Investor Statement

Name: Charles Sanders Investment date: 10/6/2011

Date	Company	Description	Principal	Interest owed plus prorations *	Misc. fees or refunds	Total
2/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$15,000.00	$572.40	$0.00	$572.40
3/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$15,000.00	$318.00	$0.00	$318.00
4/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$15,000.00	$318.00	$0.00	$318.00
5/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$15,000.00	$318.00	$0.00	$318.00
6/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$15,000.00	$318.00	$0.00	$318.00
7/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$15,000.00	$318.00	$0.00	$318.00
8/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$15,000.00	$318.00	$0.00	$318.00
9/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$15,000.00	$318.00	$0.00	$318.00
10/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$15,000.00	$318.00	$0.00	$318.00
11/1/2012	ERC of Nevada, LLC	Monthly interest service on notes	$15,000.00	$318.00	$0.00	$318.00
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					Subtotal:	$3,434.40
					Advances:	
					Total:	$3,434.40

LAST PMT

*April 01, 2011 amount will be larger due to adding prorated days in February 2011 to full March month. Subsequent months will be lower and level payments.

LAST

EXHIBIT
S-248
ADMITTED

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
TRI-CORE LENDING, INC. 8840 E CHAPARRAL ROAD SUITE 150 SCOTTSDALE, AZ 85250 480-346-3200	$	2006	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy C For Payer or State Copy or Copy 2
PAYER'S federal identification number [redacted] / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, address, and ZIP code Brian Buckley [redacted] [redacted] AZ [redacted]	7 Nonemployee compensation $ 3211.60	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11 [redacted]	12 [redacted]	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form **1099-MISC** Printed on Recycled Paper *Department of the Treasury - Internal Revenue Service*

2006 TAX RETURN
R-BB-ATTACHMENT NO. 1

tabbies EXHIBIT S-25D ADMITTED

EMPLOYEE W-2 WAGE SUMMARY 2006

0463-117P 000420

FIRST NATIONAL MORTGAGE
1100 FORT
HAYS KS 67601

FEDERAL WITHHOLDING EXEMPTIONS M 2
AZ WITHHOLDING EXEMPTIONS M 2

REGULAR WAGES FOR 2006 3466.00

For 2006, you have no payroll adjustments which affected your federal wages (Box 1) or state wages. Therefore, the wages on your final 2006 check statement should be the same as the wages reported on your W-2 statement.

BRIAN BUCKLEY
[redacted] AZ [redacted]

67007

PAYROLLS BY PAYCHEX®

Copy C, for employees records

Form W-2 Wage and Tax Statement 2006

a Control number 0463-117P 001903-000420	Void	c Employer's name, address, and ZIP code FIRST NATIONAL MORTGAGE 1100 FORT HAYS KS 67601	Department of the Treasury - Internal Revenue Service OMB No. 1545-0008
b Employer's identification number [redacted]	d Employee's social security number [redacted]		1 Wages, tips, other compensation 3466.00 / 2 Federal income tax withheld 119.51
13 Statutory employee / Retirement plan / Third-party sick pay			3 Social security wages 3466.00 / 4 Social security tax withheld 214.87
12 See instrs. for Box 12 / 14 Other		e Employee's name, address, and ZIP code BRIAN BUCKLEY [redacted] AZ [redacted]	5 Medicare wages and tips 3466.00 / 6 Medicare tax withheld 50.28
			7 Social security tips / 8 Allocated tips
			9 Advance EIC payment / 10 Dependent care benefits
			11 Nonqualified plans

15 State	Employer's state ID No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
AZ	[redacted]	3466.00	22.71			

This information is being furnished to the Internal Revenue Service

Copy B, to be filed with employees FEDERAL tax return

Form W-2 Wage and Tax Statement 2006

a Control number 0463-117P 001903-000420	Void	c Employer's name, address, and ZIP code FIRST NATIONAL MORTGAGE 1100 FORT HAYS KS 67601	Department of the Treasury - Internal Revenue Service OMB No. 1545-0008
b Employer's identification number [redacted]	d Employee's social security number [redacted]		1 Wages, tips, other compensation 3466.00 / 2 Federal income tax withheld 119.51
13 Statutory employee / Retirement plan / Third-party sick pay			3 Social security wages 3466.00 / 4 Social security tax withheld 214.87
12 See instrs. for Box 12 / 14 Other		e Employee's name, address, and ZIP code BRIAN BUCKLEY [redacted] AZ [redacted]	5 Medicare wages and tips 3466.00 / 6 Medicare tax withheld 50.28
			7 Social security tips / 8 Allocated tips
			9 Advance EIC payment / 10 Dependent care benefits
			11 Nonqualified plans

15 State	Employer's state ID No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
AZ	810609009	3466.00	22.71			

is information is being furnished to the Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
TRI-CORE BUSINESS DEVELOPMENT LLC 8840 E. CHAPARRAL ROAD SUITE 150 SCOTTSDALE, AZ 85250 480-346-3200	$	2007	**Miscellaneous Income**
	2 Royalties $	Form **1099-MISC**	
	3 Other income $	4 Federal income tax withheld $	
PAYER'S federal identification number [redacted] / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	**Copy 2** **To be filed with recipient's state income tax return, when required.**
RECIPIENT'S name BRIAN BUCKLEY [redacted]	7 Nonemployee compensation $ 15600.00	8 Substitute payments in lieu of dividends or interest $	
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code [redacted], AZ [redacted]	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form **1099-MISC** Department of the Treasury - Internal Revenue Service

2007 TAX RETURN
R-BB-ATTACHMENT NO. 2

EMPLOYEE W-2 WAGE SUMMARY 2007
0463-117P 000420

FIRST NATIONAL MORTGAGE
1100 FORT
HAYS KS 67601

FEDERAL WITHHOLDING EXEMPTIONS M 4
AZ WITHHOLDING EXEMPTIONS M 4

REGULAR WAGES FOR 2007 29967.92

For 2007, you have no payroll adjustments which affected your federal wages (Box 1) or state wages. Therefore, the wages on your final 2007 check statement should be the same as the wages reported on your W-2 statement.

BRIAN BUCKLEY
[redacted] AZ [redacted]

08006

PAYROLLS BY PAYCHEX®

Copy C, for employees records

Form W-2 Wage and Tax Statement 2007

a Control number 0463-117P 001903-000420	Void	c Employer's name, address, and ZIP code FIRST NATIONAL MORTGAGE 1100 FORT HAYS KS 67601	Department of the Treasury - Internal Revenue Service OMB No. 1545-0008
b Employer's identification number [redacted]	d Employee's social security number [redacted]		1 Wages, tips, other compensation 29967.92 / 2 Federal income tax withheld 3372.52
13 Statutory employee / Retirement plan / Third-party sick pay			3 Social security wages 29967.92 / 4 Social security tax withheld 1858.02
12 See instrs. for Box 12	14 Other	e Employee's name, address, and ZIP code BRIAN BUCKLEY [redacted] AZ [redacted]	5 Medicare wages and tips 29967.92 / 6 Medicare tax withheld 434.55
			7 Social security tips / 8 Allocated tips
			9 Advance EIC payment / 10 Dependent care benefits
			11 Nonqualified plans

15 State	Employer's state ID No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
AZ	[redacted]	29967.92	640.78			

This information is being furnished to the Internal Revenue Service

Copy B, to be filed with employees FEDERAL tax return

Form W-2 Wage and Tax Statement 2007

a Control number 0463-117P 001903-000420	Void	c Employer's name, address, and ZIP code FIRST NATIONAL MORTGAGE 1100 FORT HAYS KS 67601	Department of the Treasury - Internal Revenue Service OMB No. 1545-0008
b Employer's identification number [redacted]	d Employee's social security number [redacted]		1 Wages, tips, other compensation 29967.92 / 2 Federal income tax withheld 3372.52
13 Statutory employee / Retirement plan / Third-party sick pay			3 Social security wages 29967.92 / 4 Social security tax withheld 1858.02
12 See instrs. for Box 12	14 Other	e Employee's name, address, and ZIP code BRIAN BUCKLEY [redacted] AZ [redacted]	5 Medicare wages and tips 29967.92 / 6 Medicare tax withheld 434.55
			7 Social security tips / 8 Allocated tips
			9 Advance EIC payment / 10 Dependent care benefits
			11 Nonqualified plans

15 State	Employer's state ID No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
AZ	[redacted]	29967.92	640.78			

This information is being furnished to the Internal Revenue Service

EMPLOYEE W-2 WAGE SUMMARY 2008

0463-117P 000420

FIRST NATIONAL MORTGAGE
1100 FORT
HAYS KS 67601

FEDERAL WITHHOLDING EXEMPTIONS M 4
AZ WITHHOLDING EXEMPTIONS M 4

For 2008, you have no payroll adjustments which affected your federal wages (Box 1) or state wages. Therefore, the wages on your final 2008 check statement should be the same as the wages reported on your W-2 statement.

REGULAR WAGES FOR 2008 1657.50

BRIAN BUCKLEY
[redacted]
[redacted] AZ [redacted]

08284

Payrolls by Paychex, Inc.

Form W-2 Wage and Tax Statement 2008

Copy C, for employees records

a Control number 0463-117P 004237-000420	Void	c Employer's name, address, and ZIP code FIRST NATIONAL MORTGAGE 1100 FORT HAYS KS 67601	Department of the Treasury - Internal Revenue Service OMB No. 1545-0008
b Employer's identification number [redacted]	d Employee's social security number [redacted]		1 Wages, tips, other compensation 1657.50 / 2 Federal income tax withheld 78.73
13 Statutory employee / Retirement plan / Third-party sick pay			3 Social security wages 1657.50 / 4 Social security tax withheld 102.77
12 See instrs. for Box 12	14 Other	e Employee's name, address, and ZIP code BRIAN BUCKLEY [redacted] AZ [redacted]	5 Medicare wages and tips 1657.50 / 6 Medicare tax withheld 24.03
			7 Social security tips / 8 Allocated tips
			9 Advance EIC payment / 10 Dependent care benefits
			11 Nonqualified plans

15 State	Employer's state I.D. No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
AZ	[redacted]	1657.50	14.96			

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

2008 TAX RETURN
R-BB-ATTACHMENT NO. 3

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
Tri-Core Companies LLC 8840 E. Chaparral Road Suite 150 Scottsdale, AZ 85250 (480) 346-3200	$	2008	**Miscellaneous Income**
	2 Royalties $	Form **1099-MISC**	
	3 Other income $	4 Federal income tax withheld $	**Copy B** **For Recipient**
PAYER'S federal identification number [redacted] / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Brian N. Buckley [redacted] [redacted] AZ [redacted]	7 Nonemployee compensation $ 93639.00	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ► ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form **1099-MISC** (keep for your records) Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents	OMB No. 1545-0115	
TRI-CORE COMPANIES LLC 8840 E CHAPARRAL RD SUITE 150 SCOTTSDALE, AZ 85250 (480) 346 3200		$	2009	**Miscellaneous Income**
		2 Royalties $	Form **1099-MISC**	
		3 Other income $	4 Federal income tax withheld $	
PAYER'S federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	**Copy 2** **To be filed with recipient's state income tax return, when required.**
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code BRIAN N. BUCKLEY [redacted] [redacted] AZ [redacted]		7 Nonemployee compensation $ 83390.00	8 Substitute payments in lieu of dividends or interest $	
		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
		11	12	
Account number (see instructions)		13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form **1099-MISC** Department of the Treasury - Internal Revenue Service

2009 TAX RETURN
R-BB-ATTACHMENT NO. 4

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
TRI-CORE COMPANIES LLC 8800 E. CHAPARRAL RD. SUITE 270 SCOTTSDALE, AZ 85250 480-278-7031	$	2010	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy C For Payer or State Copy
PAYER'S federal identification number [redacted]	RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code BRIAN N. BUCKLEY [redacted] [redacted] AZ [redacted]	7 Nonemployee compensation $ 84926.44	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2010 General Instructions for Certain Information Returns.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions)	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC Department of the Treasury - Internal Revenue Service

FORM # LMISCPAY

2010 TAX RETURN
R-BB-ATTACHMENT NO. 5

0007003504 08-Jan-2011 12:49 170674 MASTERTAX

d Control no. 0007003504	1 Wages, tips, other comp. 6,750.00	2 Federal income tax withheld 459.81
OMB No. 1545-0008	3 Social security wages 6,750.00	4 Social security tax withheld 418.50
	5 Medicare wages and tips 6,750.00	6 Medicare tax withheld 97.88

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 Advance EIC payment .00
10 Dependent care benefits .00	11 Nonqualified plans .00	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN) [redacted] | a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted] AZ [redacted]

This info is being furnished to IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

2010 Form W-2 Wage and Tax Statement	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 6,750.00
38-2099803	17 State income tax .00	18 Local wages, tips, etc.
Copy C—For EMPLOYEE'S RECORDS (See Notice to Employee.)	19 Local income tax	20 Locality name

Department of the Treasury – Internal Revenue Service

d Control no. 0007003504	1 Wages, tips, other comp. 6,750.00	2 Federal income tax withheld 459.81
OMB No. 1545-0008 This information is being furnished to the Internal Revenue Service	3 Social security wages 6,750.00	4 Social security tax withheld 418.50
	5 Medicare wages and tips 6,750.00	6 Medicare tax withheld 97.88

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 Advance EIC payment .00
10 Dependent care benefits .00	11 Nonqualified plans .00	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN) [redacted] | a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
6749 E Palm St
Mesa, AZ 85215

2010 Form W-2 Wage and Tax Statement	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 6,750.00
38-2099803	17 State income tax .00	18 Local wages, tips, etc.
Copy B—To Be Filed With Employee's FEDERAL Tax Return	19 Local income tax	20 Locality name

Department of the Treasury – Internal Revenue Service

d Control no. 0007003504	1 Wages, tips, other comp. 6,750.00	2 Federal income tax withheld 459.81
OMB No. 1545-0008	3 Social security wages 6,750.00	4 Social security tax withheld 418.50
	5 Medicare wages and tips 6,750.00	6 Medicare tax withheld 97.88

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 Advance EIC payment .00
10 Dependent care benefits .00	11 Nonqualified plans .00	12a
12b	12c	12d

b Employer identification number (EIN) [redacted] | a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted] AZ [redacted]

2010 Form W-2 Wage and Tax Statement	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 6,750.00
38-2099803	17 State income tax	18 Local wages, tips, etc.
Copy 2—To Be filed With Employee's State, City, or Local Income Tax Return.	19 Local income tax	20 Locality name

Department of the Treasury – Internal Revenue Service

d Control no. 0007003504	1 Wages, tips, other comp. 6,750.00	2 Federal income tax withheld 459.81
OMB No. 1545-0008	3 Social security wages 6,750.00	4 Social security tax withheld 418.50
	5 Medicare wages and tips 6,750.00	6 Medicare tax withheld 97.88

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 Advance EIC payment .00
10 Dependent care benefits .00	11 Nonqualified plans .00	12a
12b	12c	12d

b Employer identification number (EIN) [redacted] | a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted] AZ [redacted]

2010 Form W-2 Wage and Tax Statement	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc.
38-2099803	17 State income tax	18 Local wages, tips, etc.
Copy 2—To Be filed With Employee's State, City, or Local Income Tax Return.	19 Local income tax	20 Locality name

Department of the Treasury – Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents	OMB No. 1545-0115	
Tri-Core Companies LLC 8800 E. Chaparral Rd. Suite 270 Scottsdale, AZ 85250 (480) 278-7031		$	2011	**Miscellaneous Income**
		2 Royalties $	Form **1099-MISC**	
		3 Other income $	4 Federal income tax withheld $	**Copy 1 For State Tax Department**
PAYER'S Federal identification number [redacted]	RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name Brian N. Buckley		7 Nonemployee compensation $ 75711.94	8 Substitute payments in lieu of dividends or interest $	
Street address (including apt. no.) [redacted]		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code [redacted] AZ [redacted]		11	12	
Account number (see instructions)		13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form **1099-MISC**

Department of the Treasury - Internal Revenue Service

2011 TAX RETURN
R-BB-ATTACHMENT NO. 6

0007003504 14-Jan-2012 19:55 1623367 1122

d Control no. 0007003504	1 Wages, tips, other comp. 58,500.00	2 Federal income tax withheld 6,499.52
OMB No. 1545-0008	3 Social security wages 58,500.00	4 Social security tax withheld 2,457.00
	5 Medicare wages and tips 58,500.00	6 Medicare tax withheld 848.25

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN) [redacted] a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted]
[redacted] AZ [redacted]

This info is being furnished to IRS. If you are required to file a tax return, negligence penalty or other sanction may be imposed on you if this income is taxable & you fail to report it.

2011 Form W-2 Wage and Tax Statement 38-2099803	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 54,000.00
Copy C--For EMPLOYEE'S RECORDS (See Notice to Employee.)	17 State income tax 1,202.00	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Department of the Treasury -- Internal Revenue Service

d Control no. 0007003504	1 Wages, tips, other comp. 58,500.00	2 Federal income tax withheld 6,499.5
OMB No. 1545-0008 This information is being furnished to the Internal Revenue Service	3 Social security wages 58,500.00	4 Social security tax withheld 2,457.0
	5 Medicare wages and tips 58,500.00	6 Medicare tax withheld 848.2

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN) [redacted] a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted]
[redacted] AZ [redacted]

2011 Form W-2 Wage and Tax Statement 38-2099803	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc 54,000.0
Copy B--To Be Filed With Employee's FEDERAL Tax Return	17 State income tax 1,202.00	18 Local wages, tips, etc
	19 Local income tax	20 Locality name

Department of the Treasury -- Internal Revenue Service

d Control no. 0007003504	1 Wages, tips, other comp. 58,500.00	2 Federal income tax withheld 6,499.52
OMB No. 1545-0008	3 Social security wages 58,500.00	4 Social security tax withheld 2,457.00
	5 Medicare wages and tips 58,500.00	6 Medicare tax withheld 848.25

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a
12b	12c	12d

b Employer identification number (EIN) [redacted] a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted]
[redacted] AZ [redacted]

2011 Form W-2 Wage and Tax Statement 38-2099803	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 54,000.00
Copy 2--To Be filed With Employee's State, City, or Local Income Tax Return.	17 State income tax 1,202.00	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Department of the Treasury -- Internal Revenue Service

d Control no. 0007003504	1 Wages, tips, other comp. 58,500.00	2 Federal income tax withheld 6,499.5
OMB No. 1545-0008	3 Social security wages 58,500.00	4 Social security tax withheld 2,457.0
	5 Medicare wages and tips 58,500.00	6 Medicare tax withheld 848.2

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a
12b	12c	12d

b Employer identification number (EIN) [redacted] a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted]
[redacted] AZ [redacted]

2011 Form W-2 Wage and Tax Statement 38-2099803	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 54,000.0
Copy 2--To Be filed With Employee's State, City, or Local Income Tax Return.	17 State income tax 1,202.00	18 Local wages, tips, etc
	19 Local income tax	20 Locality name

Department of the Treasury -- Internal Revenue Service

d Control no. 0007020383	1 Wages, tips, other comp. 37,111.51	2 Federal income tax withheld 4,607.73
OMB No. 1545-0008	3 Social security wages 37,111.51	4 Social security tax withheld 1,558.68
	5 Medicare wages and tips 37,111.51	6 Medicare tax withheld 538.12

c Employer's name, address, and ZIP code

ERC Of Chicago LLC
8800 E Chaparral Rd
Suite 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN) [redacted] | a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted]
[redacted] AZ [redacted]

This info is being furnished to IRS. If you are required to file a tax return, negligence penalty or other sanction may be imposed on you if this income is taxable & you fail to report it.

2012 38-2099803 Form W-2 Wage and Tax Statement	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 37,111.51
	17 State income tax 1,150.00	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Copy C--For EMPLOYEE'S RECORDS (See Notice to Employee.)

Department of the Treasury -- Internal Revenue Service

d Control no. 0007020383	1 Wages, tips, other comp. 37,111.51	2 Federal income tax withheld 4,607.73
OMB No. 1545-0008 This information is being furnished to the Internal Revenue Service	3 Social security wages 37,111.51	4 Social security tax withheld 1,558.68
	5 Medicare wages and tips 37,111.51	6 Medicare tax withheld 538.12

c Employer's name, address, and ZIP code

ERC Of Chicago LLC
8800 E Chaparral Rd
Suite 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN) [redacted] | a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted]
[redacted] AZ [redacted]

2012 38-2099803 Form W-2 Wage and Tax Statement	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 37,111.51
	17 State income tax 1,150.00	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Copy B--To Be Filed With Employee's FEDERAL Tax Return

Department of the Treasury -- Internal Revenue Service

d Control no. 0007020383	1 Wages, tips, other comp. 37,111.51	2 Federal income tax withheld 4,607.73
OMB No. 1545-0008	3 Social security wages 37,111.51	4 Social security tax withheld 1,558.68
	5 Medicare wages and tips 37,111.51	6 Medicare tax withheld 538.12

c Employer's name, address, and ZIP code

ERC Of Chicago LLC
8800 E Chaparral Rd
Suite 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a
12b	12c	12d

b Employer identification number (EIN) [redacted] | a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted]
[redacted] AZ [redacted]

2012 38-2099803 Form W-2 Wage and Tax Statement	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 37,111.51
	17 State income tax 1,150.00	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Copy 2--To Be filed With Employee's State, City, or Local Income Tax Return.

Department of the Treasury -- Internal Revenue Service

d Control no. 0007020383	1 Wages, tips, other comp. 37,111.51	2 Federal income tax withheld 4,607.73
OMB No. 1545-0008	3 Social security wages 37,111.51	4 Social security tax withheld 1,558.68
	5 Medicare wages and tips 37,111.51	6 Medicare tax withheld 538.12

c Employer's name, address, and ZIP code

ERC Of Chicago LLC
8800 E Chaparral Rd
Suite 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a
12b	12c	12d

b Employer identification number (EIN) [redacted] | a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay | 14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted]
[redacted] AZ [redacted]

2012 38-2099803 Form W-2 Wage and Tax Statement	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 37,111.51
	17 State income tax 1,150.00	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Copy 2--To Be filed With Employee's State, City, or Local Income Tax Return.

Department of the Treasury -- Internal Revenue Service

2012 TAX RETURN
R-BB-ATTACHMENT NO. 7

0007003504 19-Jan-2013 09:35 3220510 1122

d Control no. 0007003504	1 Wages, tips, other comp. 43,250.00	2 Federal income tax withheld 4,612.74
OMB No. 1545-0008	3 Social security wages 43,250.00	4 Social security tax withheld 1,816.50
	5 Medicare wages and tips 43,250.00	6 Medicare tax withheld 627.13

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN) [redacted]

a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay

14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted] AZ [redacted]

This info is being furnished to IRS. If you are required to file a tax return, negligence penalty or other sanction may be imposed on you if this income is taxable & you fail to report it.

2012 Form W-2 Wage and Tax Statement 38-2099803	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 43,250.00
	17 State income tax 767.25	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Copy C--For EMPLOYEE'S RECORDS (See Notice to Employee.)

Department of the Treasury -- Internal Revenue Service

d Control no. 0007003504	1 Wages, tips, other comp. 43,250.00	2 Federal income tax withheld 4,612.74
OMB No. 1545-0008 This information is being furnished to the Internal Revenue Service	3 Social security wages 43,250.00	4 Social security tax withheld 1,816.50
	5 Medicare wages and tips 43,250.00	6 Medicare tax withheld 627.13

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN) [redacted]

a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay

14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted] AZ [redacted]

2012 Form W-2 Wage and Tax Statement 38-2099803	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 43,250.00
	17 State income tax 767.25	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Copy B--To Be Filed With Employee's FEDERAL Tax Return

Department of the Treasury -- Internal Revenue Service

d Control no. 0007003504	1 Wages, tips, other comp. 43,250.00	2 Federal income tax withheld 4,612.74
OMB No. 1545-0008	3 Social security wages 43,250.00	4 Social security tax withheld 1,816.50
	5 Medicare wages and tips 43,250.00	6 Medicare tax withheld 627.13

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a
12b	12c	12d

b Employer identification number (EIN) [redacted]

a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay

14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted] AZ [redacted]

2012 Form W-2 Wage and Tax Statement 38-2099803	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 43,250.00
	17 State income tax 767.25	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Copy 2--To Be filed With Employee's State, City, or Local Income Tax Return.

Department of the Treasury -- Internal Revenue Service

d Control no. 0007003504	1 Wages, tips, other comp. 43,250.00	2 Federal income tax withheld 4,612.74
OMB No. 1545-0008	3 Social security wages 43,250.00	4 Social security tax withheld 1,816.50
	5 Medicare wages and tips 43,250.00	6 Medicare tax withheld 627.13

c Employer's name, address, and ZIP code

Pangaea Investment Group LLC
8800 E Chaparral Rd
Ste 270
Scottsdale, AZ 85250

7 Social security tips .00	8 Allocated tips .00	9 [redacted]
10 Dependent care benefits .00	11 Nonqualified plans .00	12a
12b	12c	12d

b Employer identification number (EIN) [redacted]

a Employee's social security number [redacted]

13 Stat. empl. | Retirement plan | Third-party sick pay

14 Other

e Employee's name, address, and ZIP code

Brian Buckley
[redacted] AZ [redacted]

2012 Form W-2 Wage and Tax Statement 38-2099803	15 State AZ / Employer's state ID number [redacted]	16 State wages, tips, etc. 43,250.00
	17 State income tax 767.25	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Copy 2--To Be filed With Employee's State, City, or Local Income Tax Return.

Department of the Treasury -- Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
Tri-Core Companies, LLC 8800 E. Chaparral Rd #270 Scottsdale AZ 85250 480-278-7031	$	2012	**Miscellaneous Income**
	2 Royalties $	Form 1099-MISC	
	3 Other income $22,020.00	4 Federal income tax withheld $	**Copy B** **For Recipient**
PAYER'S federal identification number [redacted] / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Brian N. Buckley [redacted] [redacted], AZ [redacted]	7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC (keep for your records) Department of the Treasury - Internal Revenue Service

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 11/16/2007
Invoice #: 1

Commission Receipt

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Account	Description	Number of Notes Invested	Total Loan Amount	Commission Rate	Commission/Services Pay-out*
11/14/2007	Gregory D. Allen	Investment on Lot 5	1	$5,000.00	3%	$150.00
11/15/2007	John Ploof	Investment on Lot 5	2	$10,000.00	3%	$300.00
11/15/2007	Lynn Ploof	Investment on Lot 5	2	$10,000.00	3%	$300.00
11/1/2007	Evening Presentation	Jo Long				$250.00
					Subtotal:	$1,000.00
					Advances:	
					Total:	$1,000.00

RECEIVED: _____
Brian Buckley

** Commissions are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC.*
*** Contractor is responsible for any and all applicable state and/or federal taxes on their commission(s).*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 11/27/2007
Invoice #: 2

Commission & Services Sheet

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Commission Rate	Commission or Services Pay-out*
11/23/2007	Del Fangmeier	Investment in Lot 5	2	$10,000.00	3%	$300.00
11/23/2007	Kristin Fangmeier	Investment in Lot 5	2	$10,000.00	3%	$300.00
11/26/2007	Jeanette Johnston	Investment in Lot 5	4	$20,000.00	3%	$600.00
11/26/2007	missed addition previous week	Investment in Lot 5				$100.00
					Subtotal:	$1,300.00
					Advances:	
					Total:	$1,300.00

APPROVED:

Jason Todd Mogler - President

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 12/14/2007
Invoice #: 1

Commission Sheet

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Account	Description	Number of Notes Invested	Total Loan Amount	Commission Rate	Commission Pay-out*
12/11/2007	Jeanine Barnes	Investment on Lot 5	1	$5,000.00	3%	$150.00
12/6/2007	Rich Armstrong	Investment on Lot 5	20	$100,000.00	3%	$3,000.00
						$150.00
					Subtotal:	$3,150.00
					Advances:	
					Total:	$3,150.00

APPROVED: _____
Jason Todd Mogler - President

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 12/28/2007
Invoice #: 4

Commission Sheet

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Account	Description	Number of Notes Invested	Total Loan Amount	Commission Rate	Commission Pay-out*
12/24/2007	Nicholas Simak	Investment on Lot 5	1	$5,000.00	3%	$150.00
12/26/2007	Georgian Adriance	Investment on Lot 5	1	$5,000.00	3%	$150.00
12/26/2007	Jeanine Barnes	Investment on Lot 5	2	$10,000.00	3%	$300.00
12/31 2007	2 week base pay					$1,015.00
					Subtotal:	$1,615.00
					Advances:	
					Total:	$1,615.00

APPROVED: _____

Jason Todd Mogler - President

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 1/18/2008
Invoice #: 5

Commission & Services Sheet

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Commission Rate	Commission or Services Pay-out*
1/15/2008	Joyce Wixson	Investment in Lot 5/Chicago	10	$50,000.00	5%	$2,500.00
1/16/2008	George Staat	Investment in Lot 5/Chicago	5	$25,000.00	5%	$1,250.00
1/16/2008	Mark & Jim Volmer	Investment on Lot 5	1	$5,000.00	3%	$150.00
1/16/2008	Mike Armstrong	Investment on Lot 5	2	$10,000.00	3%	$300.00
1/17/2008	Georgian Adriance	Investment on Lot 5	1	$5,000.00	3%	$150.00
1/17/2008	Belinda Rodriguez	Investment on Lot 5	4	$20,000.00	3%	$600.00
1/17/2008	Ryan Rodriguez	Investment on Lot 5	1	$5,000.00	3%	$150.00
1/15/2008		Base for 01/01/2008-01/15/2008				$1,015.00

Subtotal:	$6,115.00
Advances:	
Total:	$6,115.00

APPROVED: _____

Jason Todd Mogler - President

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 1/25/2008
Invoice #: 6

Referral Fee & Services Sheet

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Referral Fee Rate	Fee or Services Pay-out*
1/23/2008	Henrik Jensen	Investment In Lot 5	5	$25,000.00	3%	$750.00
1/23/2008	Maria Macsay	Investment In Lot 5	2	$10,000.00	3%	$300.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
					Subtotal:	$1,050.00
					Advances:	
					Total:	$1,050.00

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 2/1/2008
Invoice #: 2.8

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
1/31/2008	John Hohman	Investor Lot 5/ Magazine Ad	2	$10,000.00	5%	$500.00
1/31/2008	Darlene Volmer	Investor Lot 5 presentation	1	$5,000.00	3%	$150.00
2/7/2008	Leo Smith	Investor Lot 5 presentation	1	$5,000.00	3%	$150.00
2/1/2008		Base 2 wk		$0.00	3%	$1,015.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$1,815.00
					Advances:	
					Total:	$1,815.00

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 2/15/2008
Invoice #: 6

Commission & Services Sheet

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Commission Rate	Commission or Services Pay-out*
2/11/2008	Nanette Tennebaum	Investment in Lot 5	2	$10,000.00	3%	$300.00
2/12/2008	Dr. Jerold Mangas	Investment in Lot 5	2	$10,000.00	3%	$300.00
2/12/2008	Per Jensen	Investment in Lot 5	2	$10,000.00	3%	$300.00
2/13/2008	Eric Mitzel	Investment in Lot 5	2	$10,000.00	3%	$300.00
2/14/2008	Tiff. Tran	Investment in Lot 5	1	$5,000.00	3%	$150.00
				$0.00	10%	$0.00
2/15/2008		2 wk base		$0.00	10%	$1,015.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
				$0.00	10%	$0.00
					Subtotal:	$2,365.00
					Advances:	
					Total:	$2,365.00

APPROVED: _____

Jason Todd Mogler - President

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 2/22/2008
Invoice #: 9

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
2/18/2008	Cindy Colbert	Investor on Lot 5	2	$10,000.00	3%	$300.00
2/21/2008	Eric Mitzel	Investor on Lot 5	1	$5,000.00	3%	$150.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$450.00
					Advances:	
					Total:	$450.00

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 2/29/2008
Invoice #: 8.1

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
2/26/2008	Kas Randolph	Investor In Lot 5	3	$15,000.00	3%	$450.00
2/28/2008	Nan Tennenbaum	Investor In Lot 5	10	$50,000.00	3%	$1,500.00
2/29/2008		2 wk Base pay		$0.00	3%	$1,015.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$2,965.00
					Advances:	
					Total:	$2,965.00

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 3/21/2008
Invoice #: 11

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
3/18/2008	Erik Thirkelsen	Investor in Lot 5	25	$125,000.00	3%	$3,750.00
3/20/2008	Warren Schumacher	Investor in Lot 5	2	$10,000.00	3%	$300.00
3/20/2008	Martha Hansen	Investor in Lot 5	3	$15,000.00	3%	$450.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$4,500.00
					Advances:	
					Total:	$4,500.00

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 3/27/2008
Invoice #: 12

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
3/14/2008	Kurt Senser	Investor in Lot 5	1	$5,000.00	3%	$150.00
3/21/2008		2-Week Base Pay				$1,015.00
					Subtotal:	$1,165.00
					Advances:	
					Total:	$1,165.00

21,840 1st Quarter

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 4/4/2008
Invoice #: April 05,2008

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
4/4/2008	Eric Mitzel	Investor on Lot 5	1	$5,000.00	3%	$150.00
4/4/2008	Jeanine Barnes	Investor on Lot 5	2	$10,000.00	3%	$300.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$450.00
					Advances:	
					Total:	$450.00

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 4/11/2008
Invoice #: 15

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
4/8/2008	Harry Wong	Investor on Lot 5	40	$200,000.00	3%	$6,000.00
				$0.00	3%	$0.00
4/11/2008		2 wk- base pay		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$7,500.00
					Advances:	
					Total:	$7,500.00

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 4/25/2008
Invoice #: 16

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
4/21/2008	Pietz	Investor in Lot 5	2	$10,000.00	3%	$300.00
4/23/2008	Arlene Francis	Investor in Lot 5	1	$5,000.00	3%	$150.00
				$0.00	3%	$0.00
4/25/2008		2 wk base		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$1,950.00
					Advances:	
					Total:	$1,950.00

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 5/9/2008
Invoice #: 17

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
5/9/2008	Pam Emmers	Investor on Lot 5	2	$10,000.00	3%	$300.00
5/9/2008	Margaret Long	Investor on Lot 5	2	$10,000.00	3%	$300.00
5/9/2008	Dane Emmers	Investor on Lot 5	1	$5,000.00	3%	$150.00
				$0.00	3%	$0.00
5/9/2008		2wk base		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$2,250.00
					Advances:	
					Total:	$2,250.00

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Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 2/19/2010
Invoice #: 6

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
2/19/2010	Ryan Arakaki	Investor In Relaxante	1	$10,000.00	2%	$200.00
				$0.00	3%	$0.00
2/19/2010		2wk		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
2/19/2010		refund of funds for kids checks		($25.00)	3%	($25.00)
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$2,425.00
					Advances:	
					Total:	$2,425.00

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 11/20/2009
Invoice #: 47

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
11/20/2009	Leslie Babcock	Investor In Relaxante	7	$65,610.00	2%	$1,312.20
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$1,312.20
					Advances:	
					Total:	$1,312.20

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 1/8/2010
Invoice #: 1

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
1/5/2010	Leslie Babcock	Investor In Relaxante	2	$23,572.00	2%	$471.44
				$0.00	3%	$0.00
1/8/2010		2 wk base		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$2,721.44
					Advances:	
					Total:	$2,721.44

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 4/30/2010
Invoice #: 14

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
4/29/2010	Kimberly Entrekin	Investor In Relaxante	2	$15,000.00	2%	$300.00
				$0.00	3%	$0.00
4/30/2010		2 wk base		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$2,550.00
					Advances:	
					Total:	$2,550.00

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 12/5/2008
Invoice #: 49

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
12/1/2008	Michael Caswell	Investor in Relaxante	4	$40,000.00	3%	$1,200.00
				$0.00	3%	$0.00
12/5/2008		2 wk base		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$2,700.00
					Advances:	
					Total:	$2,700.00

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 7/3/2009
Invoice #: 27

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
7/3/2009	Matthias Passlack	Investor in Relaxante	15	$150,000.00	2%	$3,000.00
				$0.00	3%	$0.00
7/3/2009	Elton Chan	Investor in Relaxante	7	$70,000.00	2%	$1,400.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$4,400.00
					Advances:	
					Total:	$4,400.00

** Fees are paid out only after the full amount of Investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 7/10/2009
Invoice #: 24

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
7/7/2009	Mathew Chan	Investor on Relaxante	7	$70,000.00	2%	$1,400.00
				$0.00	3%	$0.00
7/10/2009		2 wk base		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
7/10/2009		refund for LLC reservation		$0.00	3%	$45.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$3,695.00
					Advances:	
					Total:	$3,695.00

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 7/18/2008
Invoice #: 29

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
7/17/2008	Christina Chantell	Investor on Relaxante/From AZAREA	1	$10,000.00	3%	$300.00
				$0.00	3%	$0.00
7/18/2008		2-wk base		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$1,800.00
					Advances:	
					Total:	$1,800.00

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of Invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 11/21/2008
Invoice #: 46

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
11/17/2008	Jim Chen	Investor In Relaxante	10	$100,000.00	4%	$4,000.00
				$0.00	3%	$0.00
11/18/2008	Thomas Marcus	Investor In Relaxante	1	$10,000.00	10%	$1,000.00
				$0.00	3%	$0.00
11/18/2008	Cynthia Mays	Investor In Relaxante	1	$10,000.00	10%	$1,000.00
				$0.00	3%	$0.00
11/21/2008		2 wk base		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
11/21/2008		airfare reimburse to Jason		$0.00	3%	($286.00)
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$7,214.00
					Advances:	
					Total:	$7,214.00

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 2/20/2009
Invoice #: 5

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
	Paul Lee	Investor In Relaxante	5	$50,000.00	4%	$2,000.00
				$0.00	3%	$0.00
	Jim Chen	Investor In Relaxante	5	$50,000.00	4%	$2,000.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$4,000.00
					Advances:	
					Total:	$4,000.00

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 4/16/2010
Invoice #: 11

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
4/15/2010	Dick & Shawna Dibiaso	Relaxante Investors	15	$150,000.00	2%	$3,000.00
				$0.00	3%	$0.00
4/16/2010		2 wk base		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
4/13/2010	Sally Neuenschwander	TCC 2 investor	1	$10,000.00	2%	$200.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$5,450.00
					Advances:	
					Total:	$5,450.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 1/2/2009
Invoice #: 1

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
12/28/2008	Paula Glasser	Investor In Relaxante	1	$10,000.00	3%	$300.00
				$0.00	3%	$0.00
1/2/2009		2 wk base		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$1,800.00
					Advances:	
					Total:	$1,800.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 8/15/2008
Invoice #: 40

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
8/14/2008	Jerome G.	Investor In Relaxante	5	$10,000.00	3%	$1,500.00
8/15/2008		2 wk base		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$3,000.00
					Advances:	
					Total:	$3,000.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 10/10/2008
Invoice #: 44

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
10/10/2008	2- wk base			$0.00	3%	$1,500.00
10/10/2008	Jerome	Investor in Relaxante		$30,000.00	3%	$900.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$2,400.00
					Advances:	
					Total:	$2,400.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 5/16/2008
Invoice #: 18

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
5/14/2008	Dr. Mangas	Investor on Lot 47	4	$40,000.00	3%	$1,200.00
5/14/2008	Dr. Mangas	Investor on Magnas	8	$40,000.00	3%	$1,200.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$2,400.00
					Advances:	
					Total:	$2,400.00

**Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 2/5/2010
Invoice #: 3

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
2/3/2010	Naomi Pascoe	Investor in Relaxante	1	$10,000.00	2%	$200.00
				$0.00	3%	$0.00
2/5/2010		2 wk base		$2,250.00	3%	$2,250.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$2,450.00
					Advances:	
					Total:	$2,450.00

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 11/13/2009
Invoice #: 46

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
11/13/2009	Maury Samilton	Investor In Relaxante		$12,650.00	2%	$253.00
				$0.00	3%	$0.00
11/13/2009		2 wk base		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$2,503.00
					Advances:	[illegible]
					Total:	$2,503.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 12/11/2009
Invoice #: 48

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
12/9/2009	Teresa Samilton	Investor In Relaxante	1	$10,000.00	2%	$200.00
				$0.00	3%	$0.00
12/9/2009	Marjorie Katz	Investor TCCZ	8	$200,000.00	2%	$4,000.00
				$0.00	3%	$0.00
12/11/2009		2 wk base		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$6,450.00
					Advances:	
					Total:	$6,450.00

** Fees are paid out only after the full amount of Investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 11/7/2008
Invoice #: 45

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
11/5/2008	Barmis Premier Capital, LLC	Relaxante Investors	10	$100,000.00	4%	$4,000.00
				$0.00	3%	$0.00
11/7/2008	2 wk base			$0.00	3%	$1,500.00
				$0.00	3%	$0.00
11/7/2008	Airfare reimburse to Jason			$0.00	3%	($725.00)
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$4,775.00
					Advances:	
					Total:	$4,775.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 1/30/2009
Invoice #: 3

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
1/27/2009	Leslie Torgerson	Investor in Relaxante	1	$10,000.00	3%	$300.00
				$0.00	3%	$0.00
1/30/2009		2wk base		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$1,800.00
					Advances:	
					Total:	$1,800.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 2/13/2009
Invoice #: 4

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
2/11/2009	A. & Nancy Tossell	Investor on Relaxante	1	$10,000.00	3%	$300.00
				$0.00	3%	$0.00
2/13/2009		2wk base		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$1,800.00
					Advances:	
					Total:	$1,800.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 5/22/2009
Invoice #: 11

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
5/22/2009	Thuy Vo	Investor on Relaxante		$10,000.00	4%	$400.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$400.00
					Advances:	
					Total:	$400.00

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 12/19/2008
Invoice #: 51

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
12/15/2008	Ralph Williams	Investor in Relaxante	1	$12,000.00	3%	$360.00
				$0.00	3%	$0.00
12/19/2008		2wk base		$0.00	3%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$1,860.00
					Advances:	
					Total:	$1,860.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 10/15/2010
Invoice #: 44

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
10/15/2010	Gloria Palou	LAF 5 Investor	6	$55,000.00	2%	$1,100.00
				$0.00	3%	$0.00
10/15/2010		2 wk base		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$3,350.00
					Advances:	
					Total:	$3,350.00

** Fees are paid out only after the full amount of Investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 8/13/2010
Invoice #: 39

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
8/13/2010	Stephanie Costello	LAF 5 Investor	8	$75,000.00	2%	$1,500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$1,500.00
					Advances:	
					Total:	$1,500.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 6/11/2010
Invoice #: 25

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
6/13/2010	Floatron, Inc.	Investor in LAF 10 million		$100,000.00	2%	$2,000.00
				$0.00	3%	$0.00
6/13/2010	Mark Sherman	Investor in LAF 10 million		$100,000.00	2%	$2,000.00
				$0.00	3%	$0.00
6/11/2010		2wk base		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$6,250.00
					Advances:	
					Total:	$6,250.00

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 8/26/2011
Invoice #: 28

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:
Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Paid or Pending	Fee or Services Pay-out*
8/26/2011	Geraldine Milz	Investor In LAF 5	1.00	$10,000.00	2%	Paid	$200.00
8/26/2011	Mark Sherman	ERC Compactors	2.33	$35,000.00	2%	Paid	$700.00
8/26/2011	Floatron, Inc	ERC Compactors	20.000	$300,000.00	2%	Paid	$6,000.00
8/26/2011	Fuel Fresh, Inc	ERC Compactors	6.66	$100,000.00	2%	Paid	$2,000.00
8/26/2011	MGK, Inc	ERC Compactors	3.33	$50,000.00	2%	Paid	$1,000.00
8/26/2011	Doug Dunn	ERC Compactors	4.00	$60,000.00	4%	Paid	$2,700.00
8/26/2011	Merlin Jacobs	ERC Compactors	1.00	$15,000.00	2%	Paid	$300.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
				$570,000.00			
						Subtotal:	$12,900.00
						Advances:	
						Total:	$12,900.00

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Tri-Core Companies LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 10/7/2011
Invoice #: 29

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Paid or Pending	Fee or Services Pay-out*
10/7/2011	Marie Toshner	ERC Compactor	1.00	$15,000.00	2%	Paid	$400.00
10/7/2011	Chuck Sander	ERC Compactor	3.00	$15,000.00	2%	Paid	$400.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
				$30,000.00			
						Subtotal:	$5800.00
						Advances:	
						Total:	$5800.00

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Tri-Core Companies LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 11/11/2011
Invoice #: 32

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:
Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Paid or Pending	Fee or Services Pay-out*
11/11/2011	Larry Hubert	LAF5	5.00	$50,000.00	2%	Paid	$1,000.00
11/11/2011	Doug Dunn	ERC Compactors	12.00	$180,000.00	3%	Paid	$5,400.00
11/11/2011	Diane Bellisle-Reel	LAF5	4.00	$40,000.00	2%	Paid	$800.00
11/11/2011	Debra Gerkhardt	LAF5	1.00	$10,000.00	2%	Paid	$200.00
11/11/2011	Debra Gerkhardt	PPP	1.00	$10,000.00	2%	Paid	$200.00
11/11/2011	Debra Gerkhardt	ERC Compactors	22.20	$33,000.00	2%	Paid	$660.00
				$323,000.00		Subtotal:	$8,260.00
						Advances:	
						Total:	$8,260.00

← Ian included in this.

** Fees are paid out only after the full amount of investment proceeds have been received from the investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 11/12/2010
Invoice #: 47

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
11/9/2010	Floatron, Inc/ Mark Sherman	Investor In C & D	4	$100,000.00	2%	$2,000.00
				$0.00	3%	$0.00
11/9/2010	Fuel Fresh, Inc/ Mark Sherman	Investor In C & D	4	$100,000.00	2%	$2,000.00
				$0.00	3%	$0.00
11/10/2010	Sherman Katz	Investor In C & D	4	$100,000.00	2%	$2,000.00
				$0.00	3%	$0.00
11/10/2010	Marjorie Katz	Investor In C & D	4	$75,000.00	2%	$1,500.00
				$0.00	3%	$0.00
11/10/2010	Lisa Davis	Investor In C & D	1	$20,000.00	2%	$400.00
				$0.00	3%	$0.00
11/12/2010		2 wk base		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$10,150.00
					Advances:	
					Total:	$10,150.00

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 12/3/2010
Invoice #: 50

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
11/29/2010	Monica Wieshaupt	C & D Investor		$40,000.00	2%	$800.00
				$0.00	3%	$0.00
11/30/2010	May Beth Hsieh	C & D Investor		$25,000.00	2%	$500.00
				$0.00	3%	$0.00
11/30/2010	Georgia Hsieh	C & D Investor		$40,000.00	2%	$800.00
				$0.00	3%	$0.00
11/30/2010	Union Local 113	C & D Investor		$25,000.00	2%	$500.00
				$0.00	3%	$0.00
11/30/2010	Doug Dunn	C & D Investor		$35,000.00	2%	$700.00
				$0.00	3%	$0.00
12/1/2010	Geraldine Milz	C & D Investor		$30,000.00	2%	$600.00
				$0.00	3%	$0.00
12/3/2010		Cell Reimbursement		$0.00	3%	$100.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$4,000.00
					Advances:	
					Total:	$4,000.00

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Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 11/19/2010
Invoice #: 47

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
11/15/2010	Chuck Sanders	C & D Recycling	2	$40,000.00	2%	$800.00
				$0.00	3%	$0.00
11/16/2010	Marjorie Katz	C & D recycling	1	$25,000.00	2%	$500.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$1,300.00
					Advances:	
					Total:	$1,300.00

** Fees are paid out only after the full amount of investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 12/17/2010
Invoice #: 51

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
12/17/2010	Doug Dunn 2	C& D Recycling	1	$15,000.00	2%	$300.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$300.00
					Advances:	
					Total:	$300.00

** Fees are paid out only after the full amount of Investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 1/14/2011
Invoice #: 2

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
1/10/2011	R. Grove	C & D Recycling	1	$30,000.00	2%	$600.00
				$0.00	3%	$0.00
1/11/2011	Sherman Katz Trust	C & D Recycling	4	$100,000.00	2%	$2,000.00
				$0.00	3%	$0.00
1/12/2011	Pearl Hass	C & D Recycling	4.51	$112,769.10	2%	$2,255.38
				$0.00	3%	$0.00
1/12/2011	Pearl Hass	C & D Recycling	1.20	$30,000.00	2%	$600.00
				$0.00	3%	$0.00
				$0.00	2%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$55,455.38
					Advances:	
					Total:	$55,455.38

** Fees are paid out only after the full amount of Investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Companies LLC
8840 E. Chaparral Road - Suite 150
Scottsdale, Arizona 85250
Phone: (480) 346-3200
Fax: (480) 346-3201

Date: 10/29/2010
Invoice #: 46

Referral & Services Fees Invoice

CONTRACTOR INFORMATION:

Name: Brian Buckley

Date	Investor Account	Description	Number of Notes Invested	Investment Aggregate Loan Amount	Applicable Referral Fee Rate	Fee or Services Pay-out*
10/29/2010	Mark Sherman	C and D / Recycling	4	$100,000.00	2%	$2,000.00
				$0.00	3%	$0.00
10/29/2010		2 wk base		$0.00	3%	$2,250.00
				$0.00	3%	$0.00
10/29/2010		cell phone reimburse		$0.00	3%	$100.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
				$0.00	3%	$0.00
					Subtotal:	$4,350.00
					Advances:	
					Total:	$4,350.00

** Fees are paid out only after the full amount of Investment proceeds have been received from the Investor by Tri-Core Companies, LLC. Contractor will receive payment within seven (7) days of receipt of invoice.*

*** Contractor is responsible for any and all applicable state and/or federal taxes on their pay-out amounts.*

Tri-Core Business Development LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 6/1/2011
Invoice #: 6

Investor Statement

Name: Sherman Melvin Katz Rev. Living Trust Sep. 1999 Investment date: 11/9/2010

Date	Company	Description	Principal	Interest accrued plus principal	Miscellaneous or refunds	Total
1/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$3,400.00	$0.00	$3,400.00
2/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
3/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
4/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
5/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
6/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
					$0.00	
					$0.00	
					$0.00	
					$0.00	
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					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					Subtotal:	$13,400.00
					Advances:	-
					Total:	$13,400.00

EXHIBIT
S-252
ADMITTED

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Tri-Core Business Development LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, Arizona 85250
Phone: (480) 278-7031
Fax: (480) 278-8979

Date: 6/1/2011
Invoice #: 4

Investor Statement

Name: Sherman Katz Trust (2) Investment date: 1/6/2011

Date	Company	Description	Principal	Interest credit plus prorations*	Misc. fees or refunds	Total
3/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$3,666.67	$0.00	$3,666.67
4/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
5/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
6/1/2011	C & D Recycling Services	Monthly interest service on notes	$100,000.00	$2,000.00	$0.00	$2,000.00
					$0.00	
					$0.00	
					$0.00	
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					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					Subtotal:	$9,666.67
					Advances:	
					Total:	$9,666.67

*March 01, 2011 amount will be larger due to adding prorated days in January 2011 to full February month. Subsequent months will be lower and level payments.

SEC 10/2/2013 11:53

MIKE ARMSTRONG

[redacted]

Received

OCT 2 2013

Arizona Corp. Commission

100214115352

137 9703 0587

[redacted]

Name MIKE ARMSTRONG Phone [redacted]

Company

Address [redacted] Dept./Floor/Suite/Room

City [redacted] State MO ZIP [redacted]

2 Your Internal Billing Reference

3 To

Recipient's Name ANNALISA WEISS Phone

Company ARIZONA CORP. COMM. SECURITIES DIV.

Address 1300 W. WASHINGTON 3RD FLOOR

We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight

HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations

Address

Use this line for the HOLD location address or for continuation of your shipping address

City PHOENIX State AZ ZIP 85007

8037 9703 0587

Form ID No. 0200

4 Express Package Service * To most locations.

NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs. For packages over 150 lbs., use the new FedEx Express Freight US Airbill.

Next Business Day

- [ ] FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [x] FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- [ ] FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
- [ ] FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

- [x] FedEx Envelope*
- [ ] FedEx Pak*
- [ ] FedEx Box
- [ ] FedEx Tube
- [ ] Other

6 Special Handling and Delivery Signature Options

- [ ] SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver
- [ ] No Signature Required — Package may be left without obtaining a signature for delivery
- [ ] Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.
- [x] Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods?

One box must be checked.

- [x] No
- [ ] Yes — As per attached Shipper's Declaration
- [ ] Yes — Shipper's Declaration not required
- [ ] Dry Ice — Dry ice, 9 UN 1845 ____ x ____ kg
- [ ] Cargo Aircraft Only

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

- [ ] Sender — Acct. No. in Section 1 will be billed.
- [ ] Recipient
- [ ] Third Party
- [ ] Credit Card
- [x] Cash/Check
- [ ] Obtain recip. Acct. No.

[redacted]

Total Packages 1 Total Weight ____ lbs. [redacted] Credit Card Auth.

644

Our liability is limited to US$100 unless you declare a higher value. See the current FedEx Service Guide for details.

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x.com,

Insert shipping document here.

EXHIBIT S-253 ADMITTED

tabbies

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FILE #8337

Mike Armstrong [redacted] [redacted] MO [redacted] [redacted]

Ms. Annalisa Weiss
Arizona Corporation Commission
Securities Division
1300 W. Washington, 3rd Floor
Phoenix, AZ 85007

September 30, 2013

Dear Ms. Weiss:

I am one of the investors in the Tri-Core lot 5 development, for which your commission is suing Tri-Core for payment. I was told to send copies of my correspondence with Tri-Core to your office. Enclosed are those copies. I bought two $5,000 notes for a total investment of $10,000. My address and phone number are indicated at the top of this letter. I look forward to a positive result, and wish you good luck.

Respectfully,

Mike Armstrong

Mike Armstrong

EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: MICHAEL C. ARMSTRONG

Amount Loaned: $ 10,000.00

Number of Notes: 2

Tri-Core Mexico Land Development, LLC

SUBSCRIPTION DOCUMENTS

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

FIVE THOUSAND ($5,000) DOLLARS PER NOTE

May 1, 2007

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

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Each subscriber for the Secured Promissory Notes, Five Thousand ($5,000) Dollars per Note (the "Notes") of Tri-Core Mexico Land Development, 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 Mexico Land Development, 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 Business Development, 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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FILE #8337

Print Name of Subscriber: MICHAEL C. ARMSTRONG

Amount Loaned: $ 10,000.00

Number of Notes: 2

Subscription Agreement

To: Tri-Core Mexico Land Development, LLC
8840 E. Chaparral Road
Suite 150
Scottsdale, AZ 85250

Gentlemen:

1. **Subscription.** The undersigned hereby subscribes for 2 Notes of Tri-Core Mexico Land Development, 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 (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 May 1, 2007 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 Mexico Land Development, 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.

ACC013092
FILE #8337

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 Business Development, 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 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

ACC013093
FILE #8337

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 Corporation 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

ACC013094
FILE #8337

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*

ACC013095
FILE #8337

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.

(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

ACC013096
FILE #8337

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 thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or

ACC013097
FILE #8337

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

ACC013098
FILE #8337

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 Mexico Land Development, 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.

ACC013099
FILE #8337

(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 or its execution hereof, agrees to be bound by this Agreement.

Executed this 11TH day of DECEMBER, 2007, at [redacted] (City), MISSOURI (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 C. ARMSTRONG
Print Name of Individual

Print Name of Spouse (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

Michael C. Armstrong
Signature of Individual

Signature of Spouse (if Funds are to be Invested in Joint Name or are Community Property)

Print Address of Residence:

[redacted]

[redacted], MO [redacted]

Print Telephone Number:

([redacted]

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 Entity

Title of Authorized Representative

Signature of Authorized Representative

Print Jurisdiction of Organization or Incorporation

Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

Print Telephone Number:

( )

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 13th day of DECEMBER, 2007.

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By:

ACC013101
FILE #8337

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;

MA *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;

ACC013102
FILE #8337

☐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.

ACC013103
FILE #8337

EXHIBIT B

PROMISSORY NOTE

ACC013104
FILE #8337

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 Mexico Land Development, 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 AND 00/100— **Dollars** with an annualized rate of return of eighty percent (80%). 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 May 1, 2007. 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 Mexico Land Development, 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.

Maker:

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

Holder:

MICHAEL C. ARMSTRONG
Print Name

Date: 12/11/07

EXHIBIT C

Tri-Core Mexico Land Development, LLC,

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Mexico Land Development, 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. Name: MICHAEL C. ARMSTRONG

2. Address of Principal Residence: [redacted],
[redacted], MO [redacted] County: [redacted]

3. Residence Telephone: ([redacted]) [redacted]

4. Where are you registered to vote? [redacted], MO

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

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:

ACC013108
FILE #8337

(1)_✓_ Residence Address (as set forth in item A-2)

(2)_____ Business Address (as set forth in item B-1)

8. Date of Birth: [redacted]

9. Citizenship: U.S.

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

B. Occupations and Income

1. Occupation: RETIRED

   (a) Business Address: N/A

   (b) Business Telephone Number: (N/A)

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

   (1)_____$25,000 (2)_✓_$50,000

   (3)_____$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

4. Estimated gross income during current year exceeds:

   (1)_____$25,000 (2)_✓_$50,000

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

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

   (1)_____Yes (2)_✓_No

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

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:

Michael C. Armstrong Date: 12/11, 2007
Signature

_____
Signature (of joint purchase if purchase is to be made as joint tenants or as tenants in common)

TRI-CORE
Business Development

Wire Instructions

Investor:

The payment is to be made to **Tri-Core Business Development, LLC**. If you are wiring the monies, please use the information provided below.

Wire Information:

Business Name:	Tri-Core Business Development, LLC.
Business Address:	8840 E. Chaparral Road – Suite 150, Scottsdale, Arizona 85250
Business Contact:	Jason Todd Mogler
Business Phone:	(480) 346-3200
Bank Name:	Wells Fargo Bank
Bank Address:	6015 N. Scottsdale Road, Scottsdale, Arizona 85250
Bank Phone:	(480) 607-2786
ABA #:	**121000248**
Account #:	[redacted]7922

If you need further information or assistance, please contact Jason Mogler at (877) 527-6698, or on his personal cellular phone at ([redacted]

Thank you!

Domestic Wire Payment Order Form

Transfer Information

Originator

*Name: Mike Armstrong
Address: [redacted]
[redacted] MO [redacted]
*Account: C [redacted] 8514
*Amount: $ 10,000.00
*Phone: [redacted]

Authorized Signer? (business only)
*Tax ID: [redacted]
*ID: [redacted]
DDA ☒ SAV ☐ GL ☐
Fee Amount: $12.00

Beneficiary Information

*Name: Tri-Core Business Development
*Address: 8840 E. Chaparral Road Suite 150
Scottsdale, Arizona 85250
*Account: [redacted] 7922

Special Instructions:

Beneficiary Bank Information

*Bank Name: Wells Fargo Bank
*Bank Address: 6015 N. Scottsdale Road
*Correspondent Bank (if applicable):
*Correspondent Bank Address:

*ABA: [redacted] 0248
Branch:
*ABA:

Customer Authorization

I acknowledge and agree that wire transfer requests are subject to the rules set forth in Guaranty Bank's Deposit Terms and Conditions governing funds transfers. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. All transactions are subject to possible restrictions under the U. S. Treasury's Office of Foreign Asset Control Regulations.

Required field

Customer Signature: Michael C. Armstrong Date: 12/17/07

Past Messages

Past Message List ◀ Previous Next ▶

Status:	**Completed**	Message Type:	**Standard**
Create Time:	**12/17/2007 16:18:24**	Test/Prod:	**Prod**
IMAD:	**20071217 QMGFT001 004026 12171644**		
OMAD:	**20071217 I1B7036R 002863 12171644**		

See Audit Log for this Message

Export

Basic Information

Sender ABA {3100}:	286573335 GUARANTY BANK
Receiver ABA {3400}:	121000248 WELLS FARGO NA
Amount {2000}:	10,000.00
Type Code {1510}:	1000 - Transfer of Funds
Business Function {3600}:	CTR - Customer Transfer
Reference Number {3320}:	15

Institution Information

Originator {5000}

ID Code:	D - DDA Account Number
Identifier:	[redacted]8514
Name:	MIKE ARMSTRONG

Beneficiary {4200}

ID Code:	D - DDA Account Number
Identifier:	[redacted]7922
Name:	TRI CORE BUSINESS DEVELOPMENT

Export

ACC013113
FILE #8337

MAY 1, 2007:

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

LOT 5

FEBRUARY 1, 2008

TRI-CORE COMPANIES, LLC

LOT 5

MARCH 1, 2008

TRI-CORE COMPANIES, LLC

LOT 47 (RELAXANTE)

JUNE 1, 2010

TRI-CORE COMPANIES, LLC

EXHIBIT
S-254
ADMITTED

EXHIBIT S-254

OCTOBER 1, 2010

C&D CONSTRUCTION SERVICES, INC.

AUGUST 8, 2011

ERC COMPACTORS, LLC

DECEMBER 2, 2011

ERC INVESTMENTS, LLC

BEFORE THE

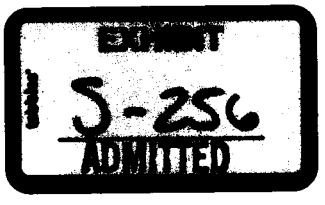
ARIZONA CORPORATION COMMISSION

SECURITIES DIVISION

IN THE MATTER OF THE INVESTIGATION OF:	) DOCKET NO.
	) 8337
JASON TODD MOGLER	)
	)

EXAMINATION UNDER OATH OF PETER DAVIS, CPA, ABV, CFF, CIRA, CTP, CFE

Phoenix, Arizona
December 12, 2013



ARIZONA REPORTING SERVICE, INC.
Court Reporting
Suite 502
2200 North Central Avenue
Phoenix, Arizona 85004-1481

By: COLETTE E. ROSS
Certified Reporter
Certificate No. 50658

ORIGINAL

Prepared for:

SECURITIES DIVISION

1 INDEX TO EXAMINATIONS

2 WITNESS PAGE

3 PETER DAVIS, CPA, ABV, CFF, CIRA, CTP, CFE

4 Examination by Ms. Luedtke 5
Examination by Mr. Thrasher 54
5 Further Examination by Ms. Luedtke 57
Further Examination by Mr. Thrasher 60
6 Further Examination by Ms. Luedtke 65
Further Examination by Mr. Thrasher 67
7

8 INDEX TO EXHIBITS

NO.	DESCRIPTION	MARKED	IDENTIFIED
1	Simon Consulting Engagement Letter, Bates Nos. ACC013649-ACC013652	10	11
2	Bank Statements, Financial Activity 2009-2011, Bates Nos. MOGLER_009992-010012	14	14
3	Correction to Exhibit 2, No Bates Nos.	16	16
4	Invoice, Fee Summary, Bates Nos. ACC013489.001-003, ACC13432.001, 002, ACC013431.001, 002	23	23
5	7/13/13 E-Mail from Corbeil to Davis, Corn, Bates Nos. ACC013590, ACC013590.001, ACC013590.002	34	34
6	Document Inventory, Bates No. ACC013659	36	36
7	Documents Received from Stevens, Bates No. ACC014206	36	38
8	Lot 5 Total, Bates No. ACC014207, ACC014208	37	38

25

1 INDEX TO EXHIBITS

NO.	DESCRIPTION	MARKED	IDENTIFIED
9	8/7/13 E-Mail from Kuhlman to Mogler, Bates Nos. ACC013395, ACC013395.001, ACC013395.002	47	47
10	8/7/13 E-Mail from Kuhlman to Mogler, Bates Nos. ACC013393, ACC013394, ACC013394.001, ACC013394.002, ACC013390, ACC013391, ACC013391.001	48	48
11	8/17/13 E-Mail from Mogler to Kuhlman, Bates Nos. ACC013378, ACC013379, ACC013379.001-017	48	48
12	8/14/13 E-Mail from Corn to Kuhlman, Bates Nos. ACC013385, ACC013386, ACC013386.001-022	49	49
13	Investment Chart, Bates Nos. ACC014464, ACC014465	52	52
14	Page 10 of PPM, Use of Proceeds, No Bates No.	60	61

1 EXAMINATION UNDER OATH OF PETER DAVIS, CPA, ABV, CFF,
2 CIRA, CTP, CFE
3 was taken on December 12, 2013, commencing at
4 11:13 a.m., at the Arizona Corporation Commission,
5 Securities Division, 1300 West Washington Street,
6 Phoenix, Arizona, before COLETTE E. ROSS, Certified
7 Reporter No. 50658 in and for the County of Maricopa,
8 State of Arizona.
9
10 APPEARANCES:
11
For the Securities Division:
12
Ms. Stacy L. Luedtke, Staff Attorney
13 1300 West Washington Street, Third Floor
Phoenix, Arizona 85007
14
15 For the Respondent:
16 THRASHER JEMSEK, PLC
By Mr. Bobby O. Thrasher, Jr.
17 2701 East Camelback Road, Suite 160
Phoenix, Arizona 85016
18
19
ALSO PRESENT:
20
Ms. Annalisa Weiss, Special Investigator, Securities
21 Division
22 Mr. Ricardo Gonzales, Forensic Accountant,
Securities Division
23
24
25

1 PETER DAVIS, CPA, ABV, CFF, CIRA, CTP, CFE,
2 called as a witness herein, having been first duly sworn
3 by the Certified Reporter to speak the truth and nothing
4 but the truth, was examined and testified as follows:
5
6 EXAMINATION
7 BY MS. LUEDTKE:
8 Q. This is part of an inquiry of the Securities
9 Division of the Arizona Corporation Commission in the
10 matter of Jason Mogler, et al., in order to determine if
11 there has been full compliance with the Securities Act of
12 Arizona and/or the Arizona Investment Management Act. The
13 information obtained today may reveal violations of
14 statutes outside those two acts.
15 Persons present are myself, Stacy Luedtke,
16 counsel for the Division, and if I could just have
17 everyone in the room go around and introduce yourself for
18 the record.
19 MR. GONZALES: Ricardo Gonzales, forensic
20 accountant.
21 MS. WEISS: Annalisa Weiss.
22 MR. THRASHER: Bobby Thrasher on behalf of Jason
23 Mogler and the Tri-Core entities.
24 THE WITNESS: Peter Davis with Simon Consulting.
25 MS. LUEDTKE: The reporter will go off the

1 record at my direction.
2 Mr. Davis, if you would like to go off the
3 record at any time, just let me know and I am happy to
4 do that. Since you, I know you have acted as an expert
5 in previous cases, you are an old hand at this, but if
6 you would please respond verbally, without nodding or
7 shaking your head so that we have a clean transcript, I
8 would appreciate it. If you don't hear my question or
9 understand it, just ask me to repeat it or rephrase it.
10 I am happy to do so.
11 You understand that you are under oath here
12 today, correct?
13 A. I do.
14 Q. Do you understand what I have explained to you?
15 A. I do.
16 Q. Have you ever used any other name besides Peter
17 Davis?
18 A. Well, Peter Simon Davis.
19 Q. Okay. Do you reside in Arizona?
20 A. I do.
21 Q. How long have you lived here?
22 A. I was born here.
23 Q. Okay.
24 A. I lived here most of my life. I lived overseas
25 for awhile.

1 Q. All right.
2 A. And in Los Angeles.
3 Q. Can you state your educational history from
4 college forward.
5 A. Yes. I have an undergraduate degree in
6 accounting from Loyala Marymount University. I have a
7 master's in business from Arizona State University. I
8 have attended numerous educational courses throughout my
9 career mainly related to accounting, forensic
10 accounting, fraud investigations, interviewing
11 techniques and related areas.
12 Q. Okay. I noticed on your website you have a lot
13 of initials after your name. Can you describe what those
14 are. You have CPA is one of them --
15 A. Yes.
16 Q. -- certified public accountant. How long have
17 you been a certified public accountant?
18 A. Since 1995.
19 Q. Okay. And that's here in Arizona?
20 A. Yes.
21 Q. Are you certified in any other states?
22 A. I am.
23 Q. Where?
24 A. Oregon.
25 Q. Okay. And when were you certified there?

1 A. I don't remember the year, but it was in the
2 last three or four years.
3 Q. All right. What about ABV?
4 A. That's an Accreditation in Business Valuation.
5 Q. All right. CFF?
6 A. Certified in financial forensics, which is like
7 forensic accounting.
8 Q. And CIRA?
9 A. CIRA, which is the Certified Insolvency and
10 Restructuring Advisor.
11 Q. Okay. And CTP?
12 A. Certified Turnaround Professional.
13 Q. What is that?
14 A. Well, turning businesses around.
15 Q. Okay.
16 A. Similar to the CIRA, dealing with distressed
17 companies, helping to turn them around, reorganize,
18 restructure them.
19 Q. And CFE?
20 A. Certified Fraud Examiner.
21 Q. And where are you currently employed?
22 A. Simon Consulting.
23 Q. And that's an LLC?
24 A. Yes.
25 Q. You are the manager and the sole member, is that

1 correct?
2 A. I believe so.
3 Q. What is your business address?
4 A. 3200 North Central, Suite 2460.
5 Q. And what is your business phone?
6 A. (602) 279-7503.
7 Q. Other than your CPA license and driver's license,
8 do you hold any other state licenses?
9 A. I don't think so.
10 Q. Okay. Have any of your licenses --
11 A. Oh.
12 Q. Well, go ahead.
13 A. I held a medical marijuana license.
14 Q. Oh, okay.
15 A. Not as a user but I was a receiver over a
16 medical marijuana clinic of all things. And I was -- in
17 order to be involved in that business, as an operator
18 you are licensed by the state.
19 Q. Right.
20 A. But I think I have -- the case is over and that
21 license was removed.
22 Q. Okay.
23 A. But it might still be active. I don't know.
24 Q. Okay. And have you ever been the subject of
25 investigation or disciplinary action under any of your

1 licenses?
2 A. No, not that I am aware of.
3 Q. Okay. Have you ever given any prior testimony in
4 connection with Jason Mogler; Tri-Core Companies, LLC;
5 Tri-Core Business Development, LLC; ERC Compactors, LLC;
6 or ERC Investments, LLC?
7 A. No.
8 Q. And have you been retained to act as an expert
9 witness in this matter by Jason Mogler or any of the
10 entities I just mentioned?
11 A. I can't remember if I was retained by Jason or
12 by his counsel, Bobby Thrasher. But I am retained in
13 this matter as an expert.
14 MS. LUEDTKE: Okay. Let me have this marked.
15 Mark this as 1.
16 (Exhibit 1 was marked for identification.)
17 BY MS. LUEDTKE:
18 Q. Showing you -- I am going to show you several
19 documents today with the exception of one. This is not
20 that exception. They were all documents that were
21 produced in response to a subpoena by Simon Consulting.
22 And we have taken the liberty of putting ACC Bates labels
23 for ease of reference to the bottom right-hand corner of
24 most of the documents.
25 So this is a document that I will represent to

1 you we received in response to the subpoena. Do you
2 recognize Exhibit 1?
3 A. Yes.
4 Q. What is it?
5 A. That's a Simon Consulting engagement letter.
6 Q. Okay. And is this the engagement letter that you
7 have regarding this matter?
8 A. Yes.
9 Q. Okay. And who is your client in this, that
10 retained you as an expert witness?
11 A. Thrasher & Jemsek.
12 Q. Okay.
13 A. And Mr. Mogler signed as the responsible
14 payee --
15 Q. Okay.
16 A. -- the person responsible to pay our bills. But
17 the first sentence says this engagement letter confirms
18 that Thrasher & Jemsek has retained Simon Consulting.
19 Q. And what were you retained to do?
20 A. Well, to help counsel understand boxes and boxes
21 of financial records that they received.
22 Q. Okay.
23 A. That's the gist of it.
24 Q. And you are aware that Mr. Mogler has named you
25 as a testifying witness in this matter?

1 A. I believe so. I was informed of that at some
2 point, yes.
3 Q. Have you ever, before we get to Mr. Mogler, have
4 you ever testified as an expert witness in the area of
5 accounting?
6 A. Oh, yes.
7 Q. Okay. About approximately how many times?
8 A. A lot.
9 Q. Over 100?
10 A. Maybe.
11 Q. All right.
12 A. And, I am sorry, I don't remember the exact
13 number. If I had my CV, I track them on there.
14 Q. That's okay. Is there a -- do you do, let me ask
15 you this, do you do any work for the state?
16 A. Yes.
17 Q. How much of the accounting expert work that you
18 do is for the State?
19 A. Well, just to be clear, I understand for the
20 State to be for any state, county, city government --
21 Q. Sure.
22 A. -- governmental entity, including even like
23 quasi-governmental entities, like school districts.
24 Q. Okay.
25 A. It is hard to state percentage, but I testified

1 recently in a murder trial for the State. It was
2 through the Prescott -- the county, Yavapai County
3 Attorney's Office. I have done several receiverships
4 that came through state agencies, this agency and the
5 Department of Education and several federal agencies,
6 now that I think about it, if we include the federal
7 agencies in that pot. But in terms of like percentages
8 and such, it is really hard to do but I do a lot of work
9 for government and regulatory areas.
10 Q. All right. And what would represent the other
11 percentage of expert work that you do? Who would be your
12 clients?
13 A. Well, I am occasionally retained on the defense
14 side. I do work for OPDS.
15 Q. What is that?
16 A. That's, it is the --
17 MR. THRASHER: Office of Public Defense
18 Services.
19 THE WITNESS: Yes. And they are the lawyers who
20 are serving as defense attorneys that need experts from
21 time to time in criminal defense cases. So in the last
22 year, I just happened to have gotten calls on those.
23 And if they deal with financial matters, you know,
24 financial motive, some murder cases as well that involve
25 our skill set, then we have gotten involved in some of

1 those cases.
2 MS. LUEDTKE: Okay.
3 THE WITNESS: I have testified on both sides,
4 you know, throughout my career.
5 MS. LUEDTKE: Okay. I am going to have this
6 marked as 2.
7 (Exhibit 2 was marked for identification.)
8 BY MS. LUEDTKE:
9 Q. Showing you, you can put Exhibit 1 to the side if
10 you want, showing you what has been marked as Exhibit 2,
11 this is the exception that I mentioned. This was an
12 exhibit disclosed by Mr. Mogler. If you see at the bottom
13 left, it is JM-15. It was Mr. Mogler's Exhibit 15 at the
14 hearing. It was disclosed through his attorney.
15 A. Okay.
16 Q. Do you recognize this document?
17 A. Yes.
18 Q. Can you describe it?
19 A. Well, this is a document I prepared with the
20 assistance of my staff that tracked Mr. Mogler's, his
21 bank statements and financial activity for the years of
22 2009 through 2011. And it is for a series of companies
23 that we track the information for, not for him
24 personally.
25 Q. Okay. How many times in the past would you say

1 you have done the type of work that is represented in
2 Exhibit 2 for other clients, how many times in the past?
3 A. Like this is, this type of analysis --
4 Q. Yes.
5 A. -- where it is a summary analysis? Dozens of
6 times in my career.
7 Q. Okay. And the version that I have here that was
8 disclosed by Mr. Mogler's attorney, is this the final
9 version of the report that your office prepared?
10 A. If we are -- when we quality checked it and it
11 didn't make any major changes in some of the numbers --
12 I am looking at some of my notes I brought with me,
13 which include a binder that was prepared with these same
14 numbers.
15 Q. Okay.
16 A. And there may have been a math error in one
17 column. But for 2011, the first number down in that
18 column should be $1,207,783.37. If you would like, I
19 could mark that on the exhibit.
20 Q. Would you mind if I took a copy of what you have
21 and we go off of that instead?
22 A. No, I don't mind.
23 MS. LUEDTKE: Okay. Why don't we take a quick
24 break and I will go make a copy.
25 (Brief recess.)

1 (Exhibit 3 was marked for identification.)
2 BY MS. LUEDTKE:
3 Q. We are back on the record.
4 Showing you what has been marked as Exhibit 3,
5 which is the markup of the Exhibit 1 that I showed you --
6 I guess I shouldn't call it that -- the report that I
7 showed you on Exhibit 2, is that correct?
8 A. Yes.
9 Q. Okay. And you indicated that there were just
10 some minor changes in a couple of the columns?
11 A. Yes.
12 Q. All right. And was this just based on work that
13 was done after the disclosure by Mr. Thrasher's office?
14 A. You know, I don't know when the work was done.
15 Q. Okay.
16 A. But it was done after we gave Mr. Thrasher our
17 exhibit, the Exhibit 1 -- and, I am sorry, let me be
18 clear, what is referenced as Exhibit 2 in this
19 deposition -- and I think after that was delivered,
20 there is a quality control process we didn't have enough
21 time to complete at the time we gave that to
22 Mr. Thrasher. And we -- Exhibit 3 is sort of the work
23 product from that quality control process. You will see
24 on Exhibit 3 checkmarks which are validations that those
25 amounts were verified to the underlying records and that

1 the formula that is underlying add up.
2 Q. Okay. On Exhibit 2, there are the Exhibit 1-A
3 through 1-P. Would there be any changes to those or was
4 this just not within the exhibits to the exhibit I guess?
5 A. It looks like it was changed. The change
6 happened in the area that didn't impact those exhibits.
7 Q. All right. So if we were to take the first three
8 exhibits of Exhibit 2 and replace them with Exhibit 3,
9 that would be a complete copy?
10 A. I think so.
11 Q. All righty. While you were preparing your report
12 and doing your analysis, did your office rely upon any
13 documents?
14 A. Yes.
15 Q. Okay. Can you explain what documents you relied
16 upon.
17 A. The bank statements that were provided to us,
18 they are referenced on the third page of Exhibit 3, but
19 a number of Wells Fargo bank statements. We were also
20 provided with QuickBooks, ERC's QuickBooks file, the
21 actual QuickBooks backup file. We were provided with
22 some printed ledgers, some of which were just in PDF
23 hard copy. Others were provided in Excel for Tri-Core
24 Companies that came from QuickBooks.
25 Q. Let me ask you about the ledgers that you

1 received. When you received those ledgers, I assume they
2 were already prepared by another accounting firm or third
3 party, correct?
4 A. Yes.
5 Q. Did you do anything to verify the numbers in the
6 ledgers?
7 A. Well, actually, I am sorry. I don't know who
8 prepared them.
9 Q. Okay.
10 A. They may have been someone within the companies
11 that Mr. Mogler was operating.
12 Q. Okay.
13 A. But we verified everything that we put in here
14 back to bank statements and cancelled checks.
15 Q. Okay.
16 A. We didn't just rely on the QuickBooks. The
17 QuickBooks records were helpful in providing
18 descriptions of what certain expenses were for so we
19 could understand, you know, if you have a name of
20 certain, Office Max or something like, what was the
21 purpose of that expense. So to the extent there was
22 something in QuickBooks that would help us understand
23 how it was classified, we could use that. And then we,
24 of course, communicated to Mr. Mogler about those items
25 as well.

1 Q. Did you have actual sitdown, face-to-face
2 meetings with Mr. Mogler and his attorney?
3 A. Yes.
4 Q. Okay. Approximately how many would you say that
5 you had?
6 A. Well, I was involved in at least three.
7 Q. All right.
8 A. And my staff was involved in possibly more than
9 that. And there were a number of verbal, oral
10 communications on the phone and some e-mail traffic that
11 went back and forth.
12 Q. And when you did some of your analysis, did you
13 rely on what Mr. Mogler told you in terms of categorizing
14 certain expenses?
15 A. Yes, not solely, though, but yes, we did. If he
16 said this was what this was for, then, you know, we
17 classified it as that, unless the character of the
18 expense just didn't make any sense.
19 And generally the staff felt that, as I did,
20 that he was pushing things into personal spending that
21 might otherwise have been business by our
22 interpretation. I think there was an Office Max expense
23 that went into personal that, you know, he knew he had
24 bought something there but otherwise that might be, by
25 the sole character of that expense, one would default

1 that as business. But, you know, I am sure it went both
2 ways, too.
3 Q. All right. The documents that you received and
4 relied upon, though, they were all produced to you from
5 Mr. Mogler and his attorney, not something that you
6 obtained from third parties?
7 A. Correct.
8 Q. Okay. I did see one reference to documents
9 obtained from a Jim Stevens.
10 A. Yes.
11 Q. Did you receive those directly from Mr. Stevens
12 or were they third-partied into you from Mr. Mogler or his
13 attorney?
14 A. No. We, I met Mr. Stevens --
15 Q. Okay.
16 A. -- and interviewed him briefly. And I can't
17 remember if he provided me records at that moment in
18 time, but there were, there was information transferred
19 from him to me --
20 Q. Okay.
21 A. -- and probably went through counsel before we
22 got it. But there were documents, as I recall, that we
23 got from Mr. Stevens.
24 Q. Okay. The Division obviously issued a subpoena
25 to Simon Consulting for your file related to the work that

1 you did for Mr. Mogler, correct?
2 A. Yes.
3 Q. And you produced responsive documents on the CD?
4 A. I don't remember.
5 Q. Okay.
6 A. But we, my staff worked with your staff to
7 produce the records and I met your staff when they were
8 at my office. They were looking at our binders and
9 their information. And my staff was told to respond to
10 the subpoena.
11 Q. Okay. Were you in charge of essentially
12 directing your staff and the individuals who came from the
13 Division as to the relevant documents to take?
14 A. No.
15 Q. Okay. Who would have done that in your office?
16 A. I don't remember, Jessica at our front desk may
17 have been involved in that, and Jessica Gonzales, or
18 Jessie Gonzales, I mean Jessie Corn would have also been
19 involved in that.
20 Q. Okay.
21 A. But I don't, I don't know exactly who oversaw
22 that and who did what. But I gave them the subpoena
23 that was issued to me and I said make sure you guys get
24 all this information and provide everything to the
25 Corporation Commission.

1 Q. Okay. And your understanding is that all
2 relevant documents have been produced?
3 A. Yes. Everything that was responsive to the
4 subpoena should be produced.
5 Q. Okay. We looked at the engagement letter, and I
6 think it was from early July of 2013. Is that
7 approximately when you started working on this matter?
8 A. Yes.
9 Q. Okay. And how did you, how did you meet
10 Mr. Thrasher or Mr. Mogler in order to become engaged in
11 this, if you recall?
12 A. Well, I did a presentation for the defense
13 attorneys down in Tempe about Ponzi schemes and fraud
14 investigations. I think one of the lawyers I knew from
15 a friend, from a neighbor, former neighbor. And he
16 invited me to come down. Like I think I had 24-hour
17 notice on this. And, but I had given other
18 presentations and seminars on fraud and Ponzi issues.
19 And so I came down and presented in part. And
20 Mr. Thrasher at the end approached me and told me he had
21 a matter he wanted to talk to me about and that he
22 followed up with me subsequent to that and we had an
23 initial meeting.
24 Q. Who else with your office worked on this file?
25 A. Jessie Corn, Kevin Kuhlman, K-U-H-L-M-A-N.

1 There may have been others but those are the two primary
2 people I worked with.
3 Q. What is Jess -- does Jessica have any accounting
4 qualifications?
5 A. Jessie? She is not a CPA. She is an economist
6 undergrad and she has worked with me for quite some
7 time.
8 Q. Okay.
9 A. Kevin is also not a CPA but he is an accounting
10 undergrad. And at the time he worked on this, he was, I
11 believe he had graduated, but he was doing an internship
12 with us. And he was very good at accounting, and that's
13 why we asked him to help put this together.
14 Q. You supervised their work, though?
15 A. I did.
16 Q. And the ultimate report that went out was
17 something that was verified by you?
18 A. Yes.
19 (Exhibit 4 was marked for identification.)
20 BY MS. LUEDTKE:
21 Q. Show you what has been marked as Exhibit 4. I
22 will represent to you that these are the invoices that
23 came from the production from your office, the ones that I
24 could locate in the production. Do those represent all of
25 the bills and invoices that were issued?

1 A. It is hard to say for sure without talking to
2 our billing people. There may have been a bill
3 subsequent to this, subsequent to the subpoena. I just,
4 I don't know.
5 Q. Okay.
6 A. But these do appear to be the bills for, let's
7 see, July, August and September of 2013.
8 Q. And do you know, have you been paid in full?
9 A. There may be prep time for this deposition and
10 there may have been some time from October that was not
11 paid. I don't think there was much happening in
12 October, maybe responding to the subpoena and an
13 occasional conversation with counsel. But other than
14 that, I don't think there was much activity going on.
15 Q. But these invoices have been paid in full?
16 A. I believe they have been.
17 Q. Okay.
18 A. Let's see. I think so, but I am not completely
19 sure. The last invoice shows a $10,372 balance. And I
20 don't know for sure whether we paid that. I believe it
21 has been paid.
22 Q. Okay.
23 A. But I am not absolutely sure.
24 Q. You indicated that you had an initial meeting
25 with Mr. Mogler and his attorney when you started doing

1 the work?
2 A. Yes.
3 Q. Do you know who was present at that meeting other
4 than Mr. Mogler and Mr. Thrasher and yourself?
5 A. Jessie Corn and Mr. Thrasher's assistant. I
6 think her name is Sheridan.
7 Q. I am not going to mark these as an exhibit. I am
8 just going to show them to you, some handwritten notes
9 that were produced pursuant to the subpoena. Do you
10 recognize this handwriting or is any of the handwriting
11 yours or someone's that you recognize?
12 A. This is my writing.
13 Q. Okay. Can you tell from this -- and you are
14 talking about the first, I guess, three pages, correct?
15 A. I am sorry. Let me look at all of this, because
16 I didn't look at all of it when I answered that
17 question.
18 The first three pages are my writing definitely.
19 Q. Okay.
20 A. The latter pages look like Jessie Corn's notes.
21 I believe that that's what it is but I am not absolutely
22 sure. It looks like on the last page that I believe
23 Jason Mogler wrote his phone number and e-mail address
24 on there because it looks like a different type of
25 writing.

1 Q. All right.
2 A. But I am not sure. That's what I believe it is.
3 Q. Okay. You have on the, if you go back to the
4 first page, I won't test you on other people's
5 handwriting, but I want to ask you a little bit about your
6 own, you put up in the top right Jason Mogler, Bobby
7 Thrasher, 7/11/13.
8 A. Yes.
9 Q. And that's who was present and the date of the
10 meeting, correct?
11 A. Yes.
12 Q. Okay. And then you have a Lot 5. And what does
13 it say after Lot 5 there?
14 A. Yeah. By the way, Jessie Corn, I believe, was
15 at that meeting as well --
16 Q. Okay.
17 A. -- as I pointed out.
18 Lot 5, what is the question?
19 Q. What does that say after Lot 5?
20 A. Lot 5, raised 1.2 million, engineering fees,
21 willing to refund but cannot.
22 Q. Okay. Where did you get that information?
23 A. That was probably stated at the meeting.
24 Q. Okay. You don't remember who stated that?
25 A. No.

1 Q. What about under that? It says 2 percent of
2 something.
3 A. I don't know what it says. 2 percent of
4 company, it says 2 percent of company, and says will
5 give it back.
6 Q. Okay. Did you learn anything through your
7 analysis about Lot 5?
8 A. Oh, yeah, a little bit.
9 Q. Tell me what your understanding is.
10 A. Well, money was raised for Lot 5, and soon after
11 it was attempted to be purchased. There were litigation
12 related issues that complicated getting the property
13 free and clear in order to do the development.
14 Q. Based on what you were told, do any of the
15 Tri-Core entities own Lot 5?
16 A. I don't know. That wasn't part of the scope of
17 what I was doing. But my understanding is there is, and
18 through Mr. Stevens who articulated some of this, there
19 is attempts to work with counsel down there in Mexico to
20 try to get that property back and that this was a
21 worthwhile effort, is what my takeaway was.
22 Q. Okay. So did they ever give you any type of
23 documentation or state that they had an ownership interest
24 in Lot 5?
25 A. I think there is some correspondence with

1 attorneys. There may be contracts. I just don't know
2 if they relate to Lot 5 or not. The main reason is
3 because it wasn't the focal point of what I did.
4 Q. Okay. And then you have some notes about Lot 47.
5 Were you told anything about Lot 47 during the course of
6 your work?
7 A. I may have been. I obviously was because I
8 wrote something down about it here on these notes. I
9 can read the notes to you if that would be helpful.
10 Q. Why don't you start with Lot 47 and just read
11 those down because I am not sure I can read those.
12 A. Yeah. Received 400,000 for property related
13 expenses. Seller is Bustamante & Baja Son; purchase
14 price, 1.7 million; deposit per contract; money sitting
15 in court, 80 percent chance of success; 20- to 50,000
16 more in legal; there are squatters on property. That
17 sentence right there may relate to Lot 5, and I don't
18 remember, you know, because the information is the first
19 meeting. It is coming at me fast, a lot of new stuff.
20 And so my notes aren't necessarily, you know, pristine
21 in the sense that it is all going to be clear. But that
22 appears to be, and I recall there being this long
23 discussion about Lot 5 because that's the one that was
24 in some trouble, and that appears to be that thought
25 process on that.

1 They had a contract for 12 and a half million
2 dollars. I believe that was to sell it. There was a 20
3 to $30 million range in value that was being given to, I
4 think, Lot 5. But I am not sure. There is 250 acres in
5 Mexico Algolfo project, I believe, Algolfo project. I
6 am not sure what that last part says. I am sorry.
7 Q. Okay. Let's go to the second page, under to do.
8 What does the to do represent?
9 A. Well, at the initial meeting, you know, we
10 haven't looked at the records yet to know what we had or
11 could do, but there was a general thought process of
12 these are things that, you know, I was thinking we could
13 do. And we were talking to counsel and Jason about what
14 we could possibly do.
15 So first item, all payments for Tri-Core for the
16 benefit of Lot 5.
17 Q. Meaning what?
18 A. From Tri-Core, so all the payments that came
19 from the Tri-Core accounts for the benefit of Lot 5.
20 Q. You were going to classify those?
21 A. Right --
22 Q. Okay.
23 A. -- as task 1.
24 Number 2, summarize all the payments to Mogler
25 or for the benefit, for benefit, from all Tri-Core

1 Companies for '07 to '11, so looking at all payments to
2 Mogler or for his benefit --
3 Q. Okay.
4 A. -- from any of the Tri-Core companies.
5 And number 3, Hinkelday and Buckley, and then
6 parentheses, commission. So I am looking at their
7 commission summary of payments to them from '07 to '11.
8 And then, number 4, total up all commission
9 payments, and, number 5, a document request for any
10 missing records.
11 Q. Okay. And were you able to complete -- I know
12 that you did. I saw payments to Hinkelday and Buckley
13 were in your, I guess, Exhibit 2/3 that we have marked
14 here today, correct?
15 A. Yes.
16 Q. And then what about the summarizes of all
17 payments to Mogler for the benefit of Mogler from the
18 Tri-Core Companies?
19 A. Yes, we did that.
20 Q. Okay. And is that the funds from Mogler's
21 personal use listed on your report?
22 A. Yes.
23 Q. Okay. And what about all payments from
24 Tri-Core --
25 A. Just --

1 Q. Oh, I am sorry. Go ahead.
2 A. Sorry. I just wanted to make sure it is clear,
3 the record is clear that those are payments from not
4 just the Tri-Core Companies but all the statements that
5 I had available which are listed on the third page of
6 that exhibit. And they include the ERC Investments, ERC
7 Companies, ERC of Nevada.
8 Q. Okay. Thank you for that clarification.
9 MR. THRASHER: And let me interject. He was --
10 the analysis was from '09 to O 11. There was some
11 discussions for '07. They were not able to be
12 completed.
13 THE WITNESS: '07 and '08, that's correct. We
14 didn't have the records.
15 BY MS. LUEDTKE:
16 Q. Okay. Mr. Mogler was not able to provide those
17 records?
18 A. Well, I don't think necessarily it was he wasn't
19 able to. There were also cost limitations. So we don't
20 have the records to do that. We have some but not
21 enough to do a complete accounting.
22 Q. What about number 1, all payments from Tri-Core
23 for benefit of Lot 5?
24 A. I don't think we broke that out. We didn't
25 break that out.

1 Q. Decided not to do it?
2 A. No. I don't remember exactly, but the focus as
3 time went on became the focus on the commissions and the
4 benefits received and classifications. One of the
5 challenges is that there was a lot of intermixing of the
6 money between different entities. And under
7 redetermining that now after the fact was a challenge.
8 So I don't know if number 1 was done because we
9 couldn't do it or because we didn't have the data
10 because the activity related to '07 and '08 when we
11 didn't have everything or because it was just a decision
12 let's not bother doing that, it is less important now as
13 we dug deeper into it. I don't know. But it was not
14 done in a separate type analysis.
15 Q. Why, if you recall, why was a determination made
16 to figure out how much of the funds for these companies
17 were used for Mogler's personal use, why was that
18 important in this analysis from the client's point of
19 view?
20 A. I think everyone, including myself, was
21 concerned about how much of this money that came in from
22 investors was used for his personal use. He didn't,
23 Mr. Mogler didn't track it and he didn't know. And so
24 it struck me that that's something we probably want to
25 get our hands around it, is he taking all of the money,

1 is he taking some of it, is he taking something that's
2 representative of what he believes he was entitled to as
3 a commission, what transpired here. And that's what we
4 were trying to do.
5 Q. You weren't asked to give an opinion, or were you
6 asked to give an opinion as to the propriety of the funds
7 taken by Mr. Mogler for personal use?
8 MR. THRASHER: Objection, form.
9 THE WITNESS: No.
10 BY MS. LUEDTKE:
11 Q. On the next page of Exhibit -- what is this one?
12 A. This was not marked.
13 Q. Oh, it wasn't marked. On the next page of the
14 document, we are at ACC013126, looks like a document
15 request list, is that correct?
16 A. Yes.
17 Q. Is that documents that you requested from
18 Mr. Mogler?
19 A. Yes.
20 Q. And I see personal tax returns there. Did you
21 ever receive those?
22 A. I would need to look to verify. I don't think
23 so. I think some of them were not filed.
24 Q. What is that number 3?
25 A. Missing cancelled checks.

1 Q. Okay. What type of missing cancelled checks were
2 you looking for?
3 A. Cancelled checks so we could understand what
4 transpired through the bank statements, what money was
5 flowing through them.
6 Q. Was this before you received any type of
7 documentation from them?
8 A. Yes. This was at that July 11th meeting. So
9 there were records at the meeting that were available.
10 And then we were told, my recollection tells me, that
11 there were some missing cancelled checks. You may have
12 looked at the records briefly while we were there.
13 (Exhibit 5 was marked for identification.)
14 BY MS. LUEDTKE:
15 Q. Showing you what has been marked as Exhibit 5,
16 again some documents that were produced in response to the
17 subpoena to Simon Consulting. Does this represent
18 documents that you received from Mr. Mogler through his
19 counsel to review for your analysis?
20 A. Well, this is some of them, yes. I mean this is
21 a reference, I should say, to those documents, to I
22 think nine binders and CD.
23 Q. But you did, in fact, receive these documents?
24 A. Yeah.
25 Q. Okay. In your report there are several footnotes

1 that reference documents as well that you relied upon in
2 doing your analysis, correct?
3 A. Yes.
4 Q. And those, again, those were all documents that
5 you received from Mr. Mogler or his attorney?
6 A. Well, I think the vast majority of records I
7 received are from them. There was some independent
8 Google searches and research that was done on our own.
9 We will run, for example, a criminal history, a TLO on
10 some of these on the clients. We had those.
11 We ran Google searches, all of which were not
12 printed out, put it in the file, but Google searches on
13 some of the business names so we could better understand
14 what this was. And Sandy checked it against what we
15 might have been told or written to QuickBooks, all of
16 which isn't printed out.
17 So I just want to make sure that it is not all
18 based on what we received from counsel. But it looks
19 like the records on page 3 of Exhibit 3 are all items we
20 received through counsel.
21 Q. Okay. And in terms of financial documents, I
22 guess if I am more specific about my question, when you
23 were looking at any type of financial documents, those
24 came from Mr. Mogler and his attorney?
25 A. Correct.

1 Q. For instance, they weren't subpoenaed from a bank
2 or anything like that?
3 A. You know, I don't know how they received them,
4 if they got them through subpoena. I wouldn't know
5 that. But I did receive them from Mr. Mogler's
6 attorney.
7 MS. LUEDTKE: Okay.
8 (Exhibit 6 was marked for identification.)
9 BY MS. LUEDTKE:
10 Q. Showing you Exhibit 6, another document that was
11 produced to the Division by Simon Consulting, do you know
12 who prepared this document?
13 A. This looks like something our office would have
14 prepared --
15 Q. Okay.
16 A. -- an inventory of records that we received.
17 Q. So this would be additional documents that you
18 received from, it looks like, Mr. Thrasher or his
19 assistant, correct?
20 A. Yes.
21 Q. Okay. And those would have been documents that
22 you reviewed and relied upon, correct?
23 A. Yes.
24 MS. LUEDTKE: Okay.
25 (Exhibit 7 was marked for identification.)

1 BY MS. LUEDTKE:
2 Q. Show you Exhibit 7, another document that he
3 received from your office. Do you know who prepared this
4 list?
5 A. I don't. It is not typical for us to prepare
6 something that looks like this, but I don't know who
7 prepared this.
8 Q. Do you recall receiving the documents that are
9 listed in Exhibit 7 from Mr. Stevens on July 11th, 2013?
10 A. I recall generally having met with him and
11 having seen these receipts, piles of these receipts. I
12 think these documents -- and I think this Lot 5
13 estimated residual value analysis, I remember seeing
14 that. His resumé, I do remember that. Generally these
15 other documents seem like things that, you know, I would
16 have seen. I don't think I got them on July 11th. I
17 think these were talked about on that day, some of them.
18 And then the production was received at some later
19 point.
20 Q. Okay. Well, you referenced one of the documents
21 I was going to ask you for, so I will have that marked and
22 show it to you.
23 (Exhibit 8 was marked for identification.)
24 BY MS. LUEDTKE:
25 Q. Show you Exhibit 8, which I think you -- I am not

1 sure if this was what you were referencing as something
2 you saw from Mr. Stevens. Do you recognize Exhibit 8?
3 A. Yeah, I was looking at files in preparation for
4 my deposition and I actually happened to notice this
5 one. But I do recall when we met with him him talking
6 about the significant value for the lots.
7 Q. Okay.
8 A. And I don't remember Lot 5 or which, you know, I
9 thought it was Lot 5 he was referencing, but generally
10 that these Mexican lots were worth significant value.
11 Q. Do you know who prepared Exhibit 8, the second
12 page of Exhibit 8?
13 A. I don't know for sure. I thought it was
14 Stevens. He is an MAI appraiser. So his opinions, to
15 me, carried some weight as a result of his credentials.
16 But I don't know who actually pulled this together.
17 Q. You didn't prepare any balance sheets or anything
18 like for that companies based on the value of Lot 5 or
19 anything like that, correct?
20 A. No. I didn't, no.
21 Q. Okay. You can put that to the side as well.
22 Okay. I want to go back to your report and have
23 you tell me a little bit about your analysis and your
24 findings. If you have to go between 2 and 3, do whatever
25 is most comfortable for you since the numbers have changed

1 a little bit. Just let me know what you are looking at at
2 the time.
3 So you did an analysis of financial transactions
4 for the various Tri-Core entities and ERC entities from
5 2009 to 2011, is that correct?
6 A. I did.
7 Q. Okay. And you have done an analysis by year, is
8 that correct?
9 A. Yes.
10 Q. Okay. We spoke a little bit before about the
11 personal expenses by Mr. Mogler. And you have a funds
12 from Mogler's personal use column. And under that it says
13 personal expenses and investor payments in, correct?
14 A. Yes, personal expenses, investor payments in,
15 correct.
16 Q. Okay. Where did you get the numbers for investor
17 payments in?
18 A. Off the bank statements.
19 Q. Did anyone identify for you who the investors
20 were, the relevant investors? I assume you had to know
21 names to know if they were investors, correct?
22 A. Yes, yeah. I mean these were all, these
23 schedules were prepared in conjunction with the
24 interfuse of Mr. Mogler, but relied on the bank
25 statements as the primary source of information.

1 Q. So you would have looked at bank records and then
2 you would have had a question about an individual who
3 appeared to be depositing money?
4 A. Correct.
5 Q. And you would ask Mr. Mogler if that was an
6 investor, what category that type of person would have
7 been depositing money, the purpose of it?
8 A. Correct.
9 Q. Okay. And that's how you came up with the
10 figures for each of those years?
11 A. Yes.
12 Q. Okay.
13 A. There may have been other resources used, other
14 documents looked at. Maybe we had an investor list. I
15 am not sure if we were looking at that as well. But
16 there were other pieces of information available to us.
17 Q. Then it goes on page 2. And I think this is
18 where you give the detail for your analysis, is that
19 correct?
20 A. Yes.
21 Q. All right. And you indicated for Mogler personal
22 expenses, that was something that you discussed both with
23 Mr. Mogler and your office made determinations on their
24 own based on what was in the bank records?
25 A. Yes, and other information like the Google

1 searches, internet searches and such.
2 Q. If you go to the page on, it says 2 of 2 that has
3 all the footnotes, you have a Footnote 1. It says Simon
4 relied to Jason Mogler for classifications of transfers.
5 What do you mean by that?
6 A. Well, that is a, Footnote 1 applies to all the
7 data here, that on all these transfers, not just
8 transfers between account but any transfer in and out,
9 but ultimately the classification, we know it occurred
10 because it is in the bank statement, but ultimately the
11 classification as business, personal, contractor, you
12 know, whatever the category was we used, was based on
13 Jason ultimately. And that's what that footnote says.
14 Q. And the funds for partners' use, you have some
15 payments to Stevens, payments to Hinkelday, and payments
16 to Buckley, correct?
17 A. Yes.
18 Q. Did you ever discuss the reason those individuals
19 were getting paid or was that not part of your analysis?
20 MR. THRASHER: Form, foundation.
21 THE WITNESS: There was, there was discussion
22 about that.
23 BY MS. LUEDTKE:
24 Q. With whom?
25 A. Jason.

1 Q. Okay. And what were you told?
2 A. Well, that they were doing business for the
3 companies and that at least some of those monies were
4 used for their spending related to company business.
5 Q. Okay.
6 A. I was given some receipts as well that I believe
7 may be tied, may be tied to the reimbursements they
8 should have been receiving or did receive.
9 Q. Do you know what Mr. Hinkelday was doing for the
10 company or --
11 A. I know I asked the questions about it generally,
12 you know. And I recall trips back and forth dealing
13 with regards, dealing with on the land issue, dealing
14 with various development issues. But I am not
15 completely sure. And I can't remember if that was
16 either Buckley or Hinkelday or if they were both
17 involved. But Jason did give me, and I asked the
18 questions about what these guys were doing, and I was
19 given those sorts of answers.
20 Q. Okay. The list of contractors that you have,
21 Exhibit 1-A to Exhibit 2 --
22 A. Yes.
23 Q. -- the services rendered, was that something --
24 how did you go about determining what service the
25 contractor rendered?

1 A. That would have been through a general
2 understanding of their company, either through internet
3 searches, Jason Mogler. I don't think I had invoices to
4 show, I don't recall seeing invoices showing me exactly
5 the site that this job, this was worked on here, what
6 they did, I don't think I have that degree of detail. I
7 am pretty sure I don't. So it was a combination of an
8 internet search that QuickBooks records were used as
9 well as Jason.
10 Q. And there is Exhibit 1-B that has property
11 development expenses for 2009, 2011. What type of
12 property development was, were these expenses related to,
13 if you know?
14 A. I don't know which property they were related
15 to. There is homes on some of the balance sheets.
16 Q. Residential or commercial, do you know?
17 A. I thought it might have been residential. I
18 don't recall exactly. They appear to be homes. Some of
19 them appear to be homes.
20 Q. Okay. In the US? Or this isn't the Mexico
21 properties, correct?
22 A. These are US, some US homes, correct. And ERC,
23 I believe, had certain contractor related expenses. So
24 I am not able to parse this out between, you know,
25 this service right here was for this particular

1 property, this service was for that property, no, I am
2 not able to do that --
3 Q. Okay.
4 A. -- for this company. At least with this
5 analysis doesn't do that. And if I had the data,
6 perhaps we could.
7 Q. What about Exhibit 1-L? It is payroll expense
8 for years 2009 to 2011. Who provided you with the
9 information that these individuals were on the payroll for
10 one of the entities?
11 A. This would have been Jason Mogler.
12 Q. Okay. And he also gave you that description that
13 appears next to their names?
14 A. Yes.
15 Q. And then the next one, Exhibit 1-M, there is
16 referral fees for 2009 to 2011.
17 A. Yes.
18 Q. Where did you get that information to designate
19 these as referral fees?
20 A. The contribution designation was Jason Mogler.
21 Q. Okay. Do you know what any of these different
22 entities were getting referral fees for?
23 A. I generally understand their bringing investors
24 in.
25 Q. And who told you that?

1 A. I don't remember. Actually, when I was prepping
2 I asked Jessie Corn. And she said she thought it was
3 from, it was from bringing investors in, that Polanchek
4 was involved in bringing investors. It may have been
5 alleged in the Corporation Commission complaint, too. I
6 don't remember.
7 Q. Okay. And then there is an Exhibit 1-Q. That's
8 just miscellaneous personal expenses. What does that
9 relate to? Whose miscellaneous personal expenses, I guess
10 I should ask.
11 A. These are Jason's.
12 Q. Okay. His total number was larger than that,
13 though, correct?
14 A. Oh, yes. Yeah. This is just the detail of the
15 miscellaneous. Those show up on the second page of the
16 exhibit.
17 Q. Okay.
18 A. They are right down there at the bottom.
19 Q. Got you. Okay. And when you were going through
20 the descriptions for these and the names, who provided you
21 with the information to determine whether or not these
22 were personal expenses?
23 A. It was Jason Mogler.
24 Q. And then you came up with -- well, let me ask you
25 this. When you finalized Exhibit 2, and I don't know, you

1 can -- I will ask you the same question for Exhibit 3
2 since it is, it was done subsequent to production to me,
3 but when you finalized Exhibit 2, did you send it out to
4 Mr. Mogler for approval?
5 A. Predecessors of Exhibit 2, drafts were sent to
6 him, yes.
7 Q. Were any --
8 A. I mean I can't remember if it was the complete
9 draft or schedules. And then we sat in our conference
10 room and put essentially the detail behind the exhibit
11 on our big board up there with a machine that projects
12 it up. And we went through item by item by item with
13 Mr. Mogler each of these expenses.
14 Q. For the personal expenses or all of them?
15 A. Everything.
16 Q. Everything?
17 A. Everything.
18 Q. So you went through every single categorization
19 of every specific item with Mr. Mogler to determine if he
20 agreed with it, or what was the purpose?
21 A. Well, in many cases we didn't know what they
22 were for, to understand. Hotel stays, travel, dates,
23 you know, we tried to pin it down using dates, the
24 dollar amount, the payee, i.e. the recipient of the
25 money. So we used all of that collective data to try

1 and pinpoint things as best we could.
2 We had the QuickBooks ledgers. Our Staff had
3 done a Google search. But there is only so much we can
4 find out on our own. We had to rely on him. So we put
5 it up on the board and went through item by time. And I
6 believe we also sent Excel spreadsheets of this data to
7 him that he would review, but I am not sure that was,
8 how effective that was, which was why having a meeting
9 with him to go through each item happened.
10 MS. LUEDTKE: Okay.
11 (Exhibit 9 was marked for identification.)
12 BY MS. LUEDTKE:
13 Q. Show you Exhibit 9. You indicated earlier that
14 you had some e-mail communications with Mr. Mogler to try
15 to figure out various expenses. Is this an example of one
16 of the communications that Mr. Kuhlman in your office had
17 with Mr. Mogler and his response?
18 A. Yes.
19 Q. Okay. And if you go to the second, or the last
20 page, the e-mail that is from, it says, Jason Miller to
21 Kevin Kuhlman --
22 A. Yeah.
23 Q. -- do you have any idea why it says Jason Miller?
24 A. No.
25 Q. Okay. Has that ever been an alias that he has

1 used with you?
2 A. Not that I am aware of.
3 Q. Okay. You can put that one to the side.
4 (Exhibit 10 was marked for identification.)
5 BY MS. LUEDTKE:
6 Q. Showing you another exhibit, Exhibit 10, again
7 another e-mail from Mr. Kuhlman with your office, correct?
8 A. Yes.
9 Q. And this was a question about contractors?
10 A. Yes.
11 Q. And Mr. Mogler responded in that second e-mail
12 that starts at ACC013390 with an Excel spreadsheet?
13 A. Yes.
14 Q. Is this another example of Mr. Mogler providing
15 input on how to classify different expenses?
16 A. Yes.
17 MS. LUEDTKE: Okay.
18 (Exhibit 11 was marked for identification.)
19 BY MS. LUEDTKE:
20 Q. Show you Exhibit 11. Can you describe this
21 document and the attachment I guess.
22 A. Well, this is an e-mail from Jason Mogler to
23 Kevin Kuhlman, which is, it says reference updated
24 version 2. And attached to it looks like an Excel
25 spreadsheet where under the column notes by Jason Mogler

1 on 8/2/13 are identified.
2 Q. Okay. And those, this is another example of
3 Mr. Mogler trying to help you identify items that were,
4 you were unable to classify on your own?
5 A. Yes.
6 Q. All right. Put that to the side as well.
7 A. You know, in some cases we might have been able
8 to classify on our own but he was helping to verify the
9 data that we thought it was.
10 MS. LUEDTKE: Okay.
11 (Exhibit 12 was marked for identification.)
12 BY MS. LUEDTKE:
13 Q. Show you what has been marked as Exhibit 12.
14 This looks like an e-mail forwarded from Jessica Corn to
15 Kevin Kuhlman that originated from Sheridan,
16 Mr. Thrasher's assistant, correct?
17 A. Yes, correct.
18 Q. All right. They are providing your office with
19 some balance sheets, correct?
20 A. Yes.
21 Q. Okay. And did your office use these balance
22 sheets in any way to perform your analysis for Exhibits 2,
23 slash, 3 that we have looked at?
24 A. I considered them as part of it, but I didn't --
25 these are not integrated in our, in our analysis other

1 than the contemporaneous classification that some of
2 these accounts were given. Some of these expenses were
3 given -- or it is unclear to me. I can't remember if
4 this was prepared after the fact or contemporaneously.
5 Q. There is a question in here from Ms. Corbeil --
6 probably mangling her name -- that said:
7 Here's the interesting part: years 2009 to 2011
8 match between what was disclosed to the ACC and the
9 attachments. Year 2008 does not match. Jason, any idea
10 why?
11 A. Yes.
12 Q. Do you ever remember getting a response to that?
13 A. I don't. But I believe we have also detailed
14 ledgers so we can understand the categories that
15 individual expenses were placed in.
16 Q. Okay. So the balance sheets on their own
17 weren't, or profit and loss sheets weren't something that
18 directly impacted your reports?
19 A. No.
20 Q. Okay. I am just going to show you this document,
21 another document that I received from your office. It is
22 Bates labeled ACC014467. Is this another meeting that you
23 had with the client or do you know what was going on on
24 August 2nd, 2013?
25 A. As I recall, we, by August 2nd, we began to

1 realize that we didn't have all the records we needed
2 for the '07, '08 time period.
3 Q. And these were questions that needed follow-up
4 with Mr. Mogler?
5 A. Yes.
6 Q. All right. Do you know who prepared this
7 document?
8 A. I didn't. I believe it was Jessie Corn.
9 Q. Okay. There is a question at the bottom, did a
10 significant other have access to the business checking
11 account. Did you ever get a response to that question?
12 A. I don't remember.
13 Q. Put that to the side as well.
14 You indicated that Mr. Mogler, when you started
15 doing your analysis, gave you suggestions or revisions to
16 classifications based on his understanding of the
17 expenses, correct?
18 A. Yes.
19 Q. Okay. Were there ever any times where his
20 suggestions were rejected by your office that you can
21 recall?
22 A. I don't recall.
23 Q. Okay.
24 A. I mean I am not aware of any.
25 MS. LUEDTKE: Okay.

1 (Exhibit 13 was marked for identification.)
2 BY MS. LUEDTKE:
3 Q. Show you what has been marked as Exhibit 13.
4 MR. THRASHER: You have a 13. Are you marking
5 that one or no?
6 MS. LUEDTKE: No. I am trying not to kill a
7 tree.
8 BY MS. LUEDTKE:
9 Q. I show you what has been marked as Exhibit 13,
10 which is, again, some documents your office produced. My
11 initial question is: Do you know who prepared these
12 charts?
13 A. Jessie Corn did.
14 Q. Okay. Do you know how she figured out on the
15 first page of Exhibit 13 there are companies listed and
16 then a controlling person?
17 A. No.
18 Q. No.
19 A. And, actually, my preparation, she confirmed
20 that this was never completed.
21 Q. Okay. And there is some notes in column K on the
22 second page. Do you know where Jessie got the information
23 to put that, the notes, in regarding the accounts?
24 A. I think this is the status report, you know,
25 from what we have completed.

1 Q. Okay.
2 A. So she is talking about Eric from our office and
3 Kevin, what has been summarized and what is not.
4 Q. Okay. And these were all of the accounts that
5 she, your office looked at?
6 A. Well, I don't know. There may have been more
7 but these are the ones that are on here that were being
8 looked at, yes.
9 Q. Okay. When you sent out your final report to
10 Mr. Mogler, did you get approval from him in any way to
11 finalize it?
12 A. I don't know if I sent the final report to him.
13 You have the e-mails. I don't know. But I know some
14 parts of it were sent from just looking at the e-mails
15 you showed me in this deposition. The final report, I
16 know, was obviously sent to counsel. So I don't know if
17 it was sent to him for approval, but we had worked with
18 him extensively on all these classifications.
19 Q. Okay. And since you sent it to his attorney,
20 have you had any conversations with Mr. Mogler or his
21 attorney or communications with either of those
22 individuals indicating that something about your analysis
23 is incorrect or your classification is incorrect?
24 A. No.
25 Q. Okay. And with the changes made to Exhibit 2

1 reflected in Exhibit 3, is that your final conclusions
2 that you came to with respect to the work you did for
3 Mr. Mogler?
4 A. Yes, based on the assumptions I have stated,
5 yes.
6 MS. LUEDTKE: I don't think I have anything
7 further.
8 Do you guys have anything?
9 MS. WEISS: No.
10 MS. LUEDTKE: Nothing?
11 MR. THRASHER: I have a couple questions.
12
13 EXAMINATION
14 BY MR. THRASHER:
15 Q. Peter, just with regard to Jason Mogler,
16 follow-up to Ms. Luedtke's question, Mr. Mogler didn't
17 have any oversight or approval authority over your
18 conclusions, correct?
19 A. Right.
20 Q. Okay. You weren't undertaken to do an analysis
21 of the PPMs, correct?
22 A. Correct.
23 Q. You do have some general basic knowledge with
24 regard to what was contained in the PPMs, though?
25 A. Yeah. I don't have copies of them.

1 Q. Okay. Are you --
2 A. But what I know about came from the ACC's filing
3 that I have, like a page or two from, I believe --
4 Q. In working --
5 A. -- from the original investor.
6 Q. I apologize. I spoke over you.
7 In working on this file, though, are you aware
8 that Tri-Core or any associated Mogler's companies had
9 consulting agreements and did work on behalf of these
10 projects?
11 A. Yes. I recall talking to Jason about those,
12 yes.
13 Q. Okay. And they were paid as either a percentage
14 or some fees as a result of work done on these projects,
15 correct?
16 A. I recall having discussions with Jason about
17 that, yes.
18 Q. Okay. And we understand that Mr. Mogler was not
19 the best of accountants, but do you have any idea whether
20 or not his personal expenditures were in line with the
21 amounts of fees permitted under the PPMs to Tri-Core
22 Companies or Tri-Core, excuse me, Tri-Core and/or related
23 companies?
24 MS. LUEDTKE: Object to foundation.
25 THE WITNESS: Well, I have a few pages from the

1 PPMs that state there is a 10 percent commission that he
2 is allowed to take. The personal spending over the
3 three years I looked at is less than that 10 percent.
4 BY MR. THRASHER:
5 Q. Okay. And you may not know the answer to this
6 question so let me just lay a little bit of foundation.
7 Are you aware as under the permitted uses that
8 there were associated fees for marketing, engineering, and
9 associated costs that were permitted under the PPMs, if
10 you know?
11 A. I know there is a reference to another fee
12 category in the PPM of allowable additional costs.
13 Q. Okay.
14 A. I am not sure that that fits that basket but
15 there is an element.
16 Q. Yes, sir. Are you aware whether or not
17 Mr. Mogler's companies did any of those related services
18 as per the PPM?
19 A. What were those services again?
20 Q. The marketing, the engineering, I think those
21 probably are two of the main ones that would justify
22 significant expense, certainly with reference to the
23 Mexico projects.
24 A. There are significant payments out for marketing
25 and I think there are a few for engineering as well.

1 MR. THRASHER: Okay. I have nothing more.
2
3 FURTHER EXAMINATION
4 BY MS. LUEDTKE:
5 Q. In the PPMs that you reviewed, do you recall
6 which PPMs you reviewed?
7 A. No. They are in my documents. And I happen to
8 have copies with me. I don't have the entire PPM, like
9 I said, but there is a Post-It on the first page that
10 says Lot 5, Exhibit 2. And it looks like it is page 10
11 from a PPM. And it lists here commissions 10 percent
12 and then offering expenses 10 percent, total offering
13 expenses and fees 20 percent, which is just an addition
14 of the two 10 percents.
15 Q. Okay. So this is what you are basing
16 Mr. Mogler's -- let me strike that and start over.
17 When you said that the personal expenses are
18 related to, are in line with what was allowable for
19 commissions, that's what you are referencing is the
20 commissions under use of proceeds in the PPMs?
21 A. Yes.
22 Q. Did you take a look at the footnote of any -- for
23 the commissions, this offering is being sold by the
24 officers and directors of the company who will not receive
25 any compensation for their efforts?

1 A. No.
2 Q. You didn't take that into consideration?
3 A. No. I just took purely the percentage.
4 Q. And there is no catchall in here for personal
5 expenses by managers or officers or directors of the
6 company, is there, that you can see?
7 A. I don't understand the question when you say
8 catchall.
9 Q. Well, I was confused, I guess, when you guys were
10 talking about there was another, other expenses, I guess,
11 that was a category of for use of funds in the PPMs. And
12 I am wondering if you can show me where that category is
13 in this one or if it is a different one that you looked at
14 that we are just looking at.
15 A. I assumed from the question Mr. Thrasher asked
16 me that he was talking about the offering expenses
17 listed here.
18 Q. So that would be --
19 A. I could be incorrect.
20 MR. THRASHER: I think -- well, finish your
21 question.
22 MS. LUEDTKE: You can clarify that.
23 BY MS. LUEDTKE:
24 Q. So offering expenses, memorandum preparation,
25 filing, printing, legal, accounting, and other fees and

1 expenses related to the offering, okay. In your opinion,
2 if you have an opinion, would using personal expenses fall
3 into that category?
4 MR. THRASHER: Form, foundation.
5 THE WITNESS: I don't think so.
6 BY MS. LUEDTKE:
7 Q. And given what we just read under the footnote to
8 commissions, did Mr. Mogler's personal use of funds fall
9 under the commissions that he was entitled to take?
10 MR. THRASHER: Form, foundation.
11 THE WITNESS: I didn't like do a legal
12 interpretation of what he was entitled to on that. But
13 I just used a 10 percent because I had one page from
14 this. I didn't interpret that. And I think I answered
15 a question earlier in the deposition along the lines
16 that it is not an opinion in that form. It is simply
17 saying there is 10 percent commission that was allowable
18 and there is 10 percent personal expense or less than
19 10 percent personal expense taken out of this --
20 BY MS. LUEDTKE:
21 Q. Okay.
22 A. -- not looking whether it was entitled or proper
23 or legally allowable.
24 Q. Okay, understood. You don't have an opinion,
25 expert opinion on that issue, is that correct?

1 A. That's correct, other than the math, you know.
2 MS. LUEDTKE: Okay.
3 MR. THRASHER: I have got a couple follow-up.
4
5 FURTHER EXAMINATION
6 BY MR. THRASHER:
7 Q. Peter, I did a poor job of asking questions.
8 And this isn't marked --
9 Or is this marked as part of another exhibit?
10 MS. LUEDTKE: It is not but it is the same thing
11 in every single PPM.
12 MR. THRASHER: Let's mark this just so we can --
13 do you mind?
14 MS. LUEDTKE: It is his. You are going to have
15 to ask him.
16 THE WITNESS: I don't mind.
17 MR. THRASHER: Yeah. Do you mind?
18 Can you mark that for me.
19 MS. LUEDTKE: Why don't we get a copy and then
20 let him put that back into it so he has --
21 MR. THRASHER: Perfect.
22 MS. LUEDTKE: Can we take a second?
23 MR. THRASHER: Sure.
24 (Brief recess.)
25 (Exhibit 14 was marked for identification.)

1 MS. LUEDTKE: Back on.
2 MR. THRASHER: Yes, 14. Thank you.
3 BY MR. THRASHER:
4 Q. Peter, I am looking at Exhibit No. 14 marked as
5 an exhibit to your deposition. And Ms. Luedtke referred
6 to Footnote No. 2, which essentially states that the
7 officers or directors of these companies won't receive
8 commissions or compensation. You saw nothing in the
9 documents that you reviewed that these were actually paid
10 to Mr. Mogler and/or Tri-Core as a commission, have you?
11 And I guess my question is: They couldn't have
12 been fees for something else that Tri-Core Companies did
13 that were permitted under the PPM?
14 MS. LUEDTKE: What are you talking about, they?
15 MR. THRASHER: The Tri-Core Companies.
16 MS. LUEDTKE: I am confused with your question.
17 MR. THRASHER: Okay. Let me see if I can
18 clarify.
19 BY MR. THRASHER:
20 Q. Tri-Core did work as part of the PPMs. Are you
21 aware of that?
22 A. Yes.
23 Q. Okay. And do you know specifically what work
24 they did?
25 A. Not exactly. I know there was marketing and

1 such involved.
2 Q. Okay. And would you have a reason to disagree
3 with me if they also did engineering and work on some of
4 the Mexican properties?
5 MS. LUEDTKE: Object to foundation.
6 BY MR. THRASHER:
7 Q. My question is are you aware.
8 A. I wouldn't disagree. That's what was talked
9 about in some of the meetings.
10 Q. And you didn't do an analysis of specifically
11 what was taken in as part of the fees, correct, or did
12 you?
13 A. I don't understand the question. I am sorry.
14 Q. When Mr. Mogler -- explain to me your
15 understanding of how, if Mr. Mogler took money in from an
16 investor, how that worked, what accounts was it deposited
17 in.
18 A. I don't recall.
19 Q. Okay.
20 A. I looked at it collectively.
21 Q. Was there more than one account?
22 A. Yes.
23 Q. Okay. And so there wasn't a designation whether
24 or not monies taken in and then subsequently spent on
25 projects were for which Tri-Core company, correct?

1 A. Correct.
2 Q. And it did not reference specifically where the
3 money, well, for what project the money was subsequently
4 spent on, correct?
5 A. Right.
6 Q. So it was necessary to determine what monies
7 Mr. Mogler used personally and what was done for business
8 related purposes, correct?
9 A. Yes. I mean that's what we felt was necessary.
10 Q. Okay. And Mr. Mogler, as a member of Tri-Core
11 Companies, as any member would, would be allowed to
12 compensation or take a draw from his company, correct?
13 MS. LUEDTKE: Object to foundation.
14 BY MR. THRASHER:
15 Q. If you know.
16 A. Well, I mean owners of companies can take draws,
17 generally speaking. I don't know if he was specifically
18 entitled to, but I mean, generally speaking, yes.
19 Q. I understand. I have a law firm. If I earned
20 money, I can take a draw from my company, correct?
21 MS. LUEDTKE: Object to foundation.
22 THE WITNESS: Yes.
23 BY MR. THRASHER:
24 Q. Okay. And you also have a company, and certainly
25 you pay yourself for work that you did, correct?

1 A. Yes.
2 Q. Okay. And Mr. Mogler did work on these projects,
3 did he not?
4 A. Yes.
5 Q. And he was permitted to take compensation or
6 Tri-Core Companies were permitted compensation as part of
7 work that was done on the projects, correct?
8 MS. LUEDTKE: Object to foundation.
9 THE WITNESS: If --
10 BY MR. THRASHER:
11 Q. Let me ask it this way. Would you agree with me
12 if the -- and I understand that you didn't haven't done a
13 review of the PPMs.
14 A. Yeah.
15 Q. Here is my hypothetical. If my PPMs permit
16 compensation for work that was done on a project, that's
17 the first premise, Mr. Mogler and/or his companies did
18 work on the project, he would be permitted to receive
19 compensation for those. Would you agree with that
20 premise?
21 A. Yes.
22 MS. LUEDTKE: Okay. That's all I have.
23
24
25

1 FURTHER EXAMINATION
2 BY MS. LUEDTKE:
3 Q. Just a quick follow-up. There is some references
4 in Exhibit 14 to marketing expenses. And you have
5 delineated those expenses as well in Exhibit 1, correct?
6 There is a line for marketing?
7 A. Exhibit 2?
8 Q. Oh, I am sorry. I keep calling it Exhibit 1
9 because that's the name of it. But it is Exhibit 2, you
10 are correct.
11 On the second page, there is a delineation that
12 you have done -- you figured out what marketing expenses
13 were taken, correct?
14 MR. THRASHER: Object, form, foundation. What
15 is the dates?
16 THE WITNESS: Yes, marketing, right.
17 BY MS. LUEDTKE:
18 Q. And then right under there, there is website,
19 that you determined how much was taken for website as
20 well, correct?
21 A. Yes.
22 Q. Okay. There is also a line for legal, right?
23 A. Yes.
24 Q. And I mean you, you parsed it out as well as you
25 could --

1 A. Correct.
2 Q. -- based on what you could see in the bank
3 records and what Mr. Mogler told you, correct?
4 A. Yes.
5 Q. Okay. And then you told me that you couldn't,
6 you could not give an opinion based on your expertise as
7 to whether or not the personal expenses that you have
8 written down could fall under the Commission's categories,
9 correct?
10 A. Right.
11 Q. Okay. But you were, the only reason that you
12 were referencing commissions and the 10 percent in
13 commissions was because you were asked to do so, correct?
14 MR. THRASHER: Form.
15 THE WITNESS: Well, I was asked to look at, you
16 know, is he under the 10 percent --
17 BY MS. LUEDTKE:
18 Q. Okay.
19 A. -- and how much did he take out and what percent
20 is that and --
21 Q. Do you know why you were given the 10 percent --
22 A. I don't.
23 Q. -- number?
24 A. No.
25 Q. So you were just asked to look and see if he came

1 under 10 percent?
2 A. Right.
3 Q. And actually one year he didn't come under
4 10 percent, correct?
5 A. That's right.
6 Q. Okay. And at least based on the use of proceeds
7 that you saw here, there is nothing indicating a salary,
8 correct, to anyone?
9 A. Use of proceeds, are you talking about --
10 Q. Exhibit 14. I am sorry.
11 A. Exhibit 14? Okay.
12 Q. And I realize that you haven't seen all of the
13 PPMs or the completeness of them as well. But based on
14 the one that you did see, there is no delineation for a
15 salary or a draw by members, managers, officers,
16 directors, things of that nature?
17 A. I mean categories listed on this one page 10 of
18 a PPM don't list a category for salaries of officers.
19 MS. LUEDTKE: Okay. I have no further
20 questions.
21
22 FURTHER EXAMINATION
23 BY MR. THRASHER:
24 Q. I have one follow-up. You had mentioned, we keep
25 throwing around this 10 percent number. When you were

1 retained, we just asked you to figure out exactly what his
2 personal expenses were, correct? We didn't talk about
3 10 percent or any specific percentages, is that correct?
4 A. We did talk about definitely figuring his
5 expending out. But I thought at one time we did talk
6 about what percent is his personal spending.
7 Q. Did we talk about that in light of what typical
8 compensation or reasonable compensation would be in light
9 of similarly situated companies?
10 A. Yes, I do recall talking about that with you.
11 MR. THRASHER: Okay. That's all I have.
12 MS. LUEDTKE: We are done.
13 (The examination under oath was concluded at
14 12:39 p.m.)
15
16
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19
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21
22
23
24
25

1 STATE OF ARIZONA)
) ss.
2 COUNTY OF MARICOPA)

3 BE IT REMEMBERED that the foregoing
4 examination under oath was taken by me; Colette E. Ross,
5 Certified Reporter No. 50658 for the State of Arizona;
6 that the witness before testifying was duly sworn by me
7 to testify to the whole truth and nothing but the truth;
8 that the questions propounded by counsel and the answers
9 of the witness thereto were taken down by me in
10 shorthand and thereafter transcribed into typewriting
11 under my direction, and that the foregoing pages of
12 typewritten matter contain a full, true, and accurate
13 transcript of all proceedings and testimony had and
14 adduced upon the taking of said examination under oath,
15 all to the best of my skill and ability.
16 I FURTHER CERTIFY that I am not related to nor
17 employed by any of the parties hereto, and have no
18 interest in the outcome.
19 DATED at Phoenix, Arizona, this 21st
20 day of December, 2013.
21
22 Colette E. Ross
COLETTE E. ROSS
23 Certificate No. 50658
24
25

SIMON
Consulting, LLC

July 10, 2013

Mr. Jason Mogler
c/o Mr. Bobby O. Thrasher, Jr., Esq.
Thrasher & Jemsek, PLC
530 East McDowell Road, Suite 107
Phoenix, AZ 85004
Sent Via Email: bthrasher@thrasherjemsek.com

Davis EXHIBIT 1
DATE 12-12-13
Colette E. Ross
CCR No. 50658

Re: State of Arizona v. Mogler

Dear Mr. Thrasher,

This engagement letter confirms that Thrasher & Jemsek, PLC ("Firm") has retained Simon Consulting, LLC ("Simon") to provide professional services in connection with the above referenced matter. It is our understanding that we are to assist the Firm by performing analyses and other services which may be required.[1] We will perform the services requested or otherwise required by the Firm unless we advise you to the contrary. Our services will be performed under the direction of Peter S. Davis CPA, ABV, CFF, CIRA, CTP, CFE.

Mr. Jason Mogler, shall be solely responsible to pay Simon for services rendered and expenses incurred, whether arising from the Firm's request or otherwise necessary as a result of our efforts in this engagement at our hourly billing rates for personnel utilized. Our hourly billing rates are as follows:

Managing Directors	$ 300 - $ 365
Directors	$ 250 - $ 295
Managers	$ 200 - $ 245
Senior Consultants	$ 150 - $ 195
Associates	$ 90 - $ 145

Our billing rates increase periodically. We will advise you of any such increases before providing additional services at increased rates.

Bills will include a summary of time spent by consultant under the following task descriptions:

- Communicate with client/counsel
- Research information
- Analyze other reports
- Prepare documents

[1] Simon does not perform audits or reviews (as defined by the American Institute of Certified Public Accountants) or provide legal services.

EXHIBIT
S-257
ADMITTED

- Inspect site(s)
- Analyze documents
- Interview knowledgeable parties
- Develop data/financial model
- Develop data/financial statements
- Prepare testimony binder
- Respond to discovery requests
- Provide testimony
- Prepare report
- Prepare for deposition or Trial

We request a retainer for our services in the amount of $7,500.00, payable by Jason Mogler. We will bill Mr. Mogler periodically for services rendered and expenses incurred. Mr. Mogler agrees to pay bills immediately upon receipt and will pay interest at a monthly rate of 1% on bills outstanding for more than 30 days. We reserve the right to stop all work if any bill goes unpaid for 30 days, without regard to the status of our services or any related proceedings. It is our practice that all bills will be paid prior to providing testimony or the delivery of a written report.

Simon subscribes to a number of databases and resources utilized in the performance of our professional services. Simon charges an expense for the databases and resources based on an estimate of the actual total costs allocable amongst our various assignments. The expense typically ranges from $200 - $300 per assignment.

Should the Firm or Simon wish to terminate our relationship for any reason, the Firm or Simon may do so at any time simply by providing written notice. Mr. Mogler agrees to pay all accrued fees and expenses up to the termination date plus a reasonable amount for closing costs.

As consultants, we will communicate directly to the Firm or your designated representative regarding the services the Firm asks us to perform. We have performed an initial internal search for potential conflicts based on the names you provided and we have not become aware of any conflicts with respect to those names. We will also communicate to you any conflict of interest that we may become aware of.

Simon does not provide any assurances regarding its opinion in this matter. Professional fees are payable notwithstanding the outcome of this matter. The Firm agrees that Simon will be given an opportunity to review any information about its role or its conclusions in this engagement, prior to the dissemination of such information to any third party, and that we may withhold our consent to any such dissemination in our sole discretion. You also agree to immediately notify us in writing if there is a Rule 702/Daubert or similar challenge to exclude all or any portion of our report or testimony, and that in our discretion, we may hire our own counsel to oppose any such challenge.

We treat as confidential any documents or information made available to us in connection with this engagement and will notify you if a legal request to disclose information is received. You may resist efforts by parties to obtain information that is confidential to you at your expense; if requested, we will assist you in any such efforts at our regular hourly rates plus out of pocket expenses, including without limitation, our attorney fees.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to you. While we will use reasonable efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these electronic devices during this engagement.

If a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiations, the parties (here meaning Simon and Mr. Mogler) agree first to try in good faith to settle the dispute by mediation.

If mediation is unsuccessful in resolving the dispute, it shall be settled by arbitration administered under the rules of the American Arbitration Association pursuant to its Arbitration Rules for Professional Accounting and Related Services Disputes and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in Phoenix, Arizona, shall be governed by Arizona law, and the prevailing party will be entitled to attorney fees and costs incurred in connection with such dispute.

Mr. Mogler agrees to hold Simon, its members, agents and employees harmless from all liabilities, costs and expenses relating to this engagement, as well as expenses (and those of our legal counsel) incurred by reason of any action taken or committed to be taken by us in good faith. In no event will Simon be liable for incidental or consequential damages. In any dispute, client agrees that the liability of Simon, its agents, members and employees, in connection with services rendered hereunder to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors, and/or omissions of Simon, its agents, members, and/or employees, is limited to two times the total fees actually paid by the Client to Simon for services rendered by Simon hereunder.

Any written reports or other documents which we prepare are to be used only for the purposes set out in this engagement letter and may not be published or used for any other purpose, or relied upon by anyone other than the Firm and Client without our express written consent which may be withheld in our sole discretion. You agree that all of the research and work product gathered or created during the course of this engagement will be Simon's property.

Simon has been engaged from time to time by a number of clients. It is possible that the opposing parties or their law firms have engaged Simon in other situations unrelated to this matter. Your engagement of Simon is expressly conditioned upon your agreement not to use the fact of our current or previous engagement by opposing counsel or their clients in other matters as a means of enhancing or diminishing our credibility in conjunction with any appearance before a trier of fact, except as may be reasonably necessary should an opposing party raise an issue concerning such current or previous engagement.

At the close of this engagement, the Firm should furnish us with instructions regarding the disposition of documents we have accumulated. Our firm does not retain engagement files more than five years. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the retention period.

In the event that any portion of this engagement letter is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this engagement letter.

If the arrangements described in this letter are acceptable to you and the services outlined are in accordance with your requirements, please fax the enclosed copy to (602) 279-7510, signed by you. If you have any questions regarding this engagement letter, please contact Peter S. Davis at (602) 279-7503.

Very truly yours,

Simon Consulting, LLC

Accepted and Agreed:

By: _____ Date: 7/11/2013
Mr. Bobby O. Thrasher, Jr., Esq.

By: _____ Date: _____
Mr. Jason Mogler

Simon Consulting, LLC
State of Arizona v. Jason Mogler

Tri-Core Companies and Related Entities
Summary of Transactions for the years 2009 Through 2011 **Exhibit 1**

	2009	2010	2011	2009 - 2011 Total
Business Transactions				
Total	740,130.14	558,242.47	1,206,729.77	2,505,102.38
Mogler Personal Expenses				
Total	(79,606.10)	(266,278.12)	(180,778.26)	(526,662.48)
Unknown's				
Total	(9,502.00)	(13,815.33)	26,532.32	3,214.99
Funds for Moglers Personal Use				
Personal Expenses	(79,606.10)	(266,278.12)	(180,778.26)	(526,662.48)
Investor Payments In	1,893,394.03	2,507,433.99	3,257,982.59	7,658,810.61
% Funds for Moglers Personal Use	4.20%	10.62%	5.55%	6.88%
Funds for Partners' Use				
Payments to Stevens	(40,250.00)	-	-	(40,250.00)
% Funds for Stevens Use	2.13%	0.00%	0.00%	0.53%
Payments to Hinkelday	(123,828.34)	(169,700.00)	(26,000.00)	(319,528.34)
% Funds for Hinkeldays Use	6.54%	6.77%	0.80%	4.17%
Payments to Buckley	(77,895.34)	(144,735.80)	(31,466.29)	(254,097.43)
% Funds for Buckleys Use	4.11%	5.77%	0.97%	3.32%
% Funds for Partners' Use	12.78%	12.54%	1.76%	8.02%

Davis EXHIBIT 2
DATE 12-12-13
Colette E. Ross
CCR No. 50658

EXHIBIT
S-258
ADMITTED

Tri-Core Companies and Related Entities
Detail of Transactions for the years 2009 Through 2011 **Exhibit 1**

	[1] [2]	2009	2010	2011	2009 - 2011 Total
Business Transactions					
Investor Payments In		1,893,394.03	2,507,433.99	3,257,982.59	7,658,810.61
Investor Payments Out		(474,732.67)	(684,917.80)	(1,416,132.72)	(2,575,783.19)
ERC NV Income		-	-	82,844.95	82,844.95
Payments to Stevens		(40,250.00)	-	-	(40,250.00)
Payments to Hinkeldey		(123,828.34)	(169,700.00)	(26,000.00)	(319,528.34)
Payments to Buckley		(77,895.34)	(144,735.80)	(31,466.29)	(254,097.43)
Contractors	[3]	(180,461.28)	(225,801.74)	(148,943.83)	(555,206.85)
Property Development	[4]	(4,394.78)	(39,152.21)	(40,705.38)	(84,252.37)
Marketing	[5]	(11,514.97)	(59,964.45)	(32,371.40)	(103,850.82)
Website	[6]	(1,825.59)	(9,475.63)	-	(11,301.22)
Shipping/Postage	[7]	(1,205.16)	(3,121.54)	(340.10)	(4,666.80)
Accounting	[8]	(29.00)	(777.62)	(15,892.50)	(16,699.12)
Association Fees	[9]	(223.96)	(3,139.26)	(489.60)	(3,852.82)
Business Travel		(4,716.71)	(64,782.46)	(9,916.91)	(79,416.08)
Client Entertainment		(11,337.00)	(72,958.68)	(412.14)	(84,707.82)
Catering		-	(210.54)	(87.04)	(297.58)
Company Events		(760.00)	(1,017.17)	-	(1,777.17)
City Fees		-	-	(3,147.44)	(3,147.44)
Communications	[10]	(4,051.79)	(12,977.13)	(8,027.62)	(25,056.54)
Educational	[11]	(1,095.83)	(23,569.25)	(2,435.00)	(27,100.08)
Equipment Rental		-	(4,272.61)	(8,379.62)	(12,652.23)
Financing		(3,460.23)	-	(1,447.18)	(4,907.41)
Insurance		(500.00)	(5,050.03)	(29,411.29)	(34,961.32)
Legal	[12]	(21,662.12)	(2,568.19)	(103,553.39)	(127,783.70)
Office Supplies & Equipment	[13]	(3,483.59)	(46,266.36)	(8,354.60)	(58,104.55)
Payroll	[14]	(17,259.50)	(60,217.31)	(13,179.98)	(90,656.79)
Recruiting		-	(419.00)	(365.00)	(784.00)
Referral Fees	[15]	(164,516.00)	(216,750.92)	(128,952.60)	(510,219.52)
Rent	[16]	-	(54,643.36)	(48,282.39)	(102,925.75)
Software	[17]	(1,940.09)	(6,370.70)	(9,794.00)	(18,104.79)
Subscriptions		(137.21)	(284.43)	(74.00)	(495.64)
Uniforms		-	-	(4,644.00)	(4,644.00)
Utilities		(2,005.59)	(4,601.10)	(1,714.46)	(8,321.15)
Vegas		-	(47,147.18)	(4,449.47)	(51,596.65)
Bank Fees		22.86	18,700.95	(32,239.24)	(13,515.43)
Miscellaneous	[18]	-	(3,000.00)	(2,888.58)	(5,888.58)
Total		740,130.14	558,242.47	1,206,729.77	2,505,102.38
Mogler Personal Expenses					
Withdrawals		(27,613.84)	(83,700.00)	(134,500.00)	(245,813.84)
Mortgage Expense		(6,460.92)	(38,500.64)	(20,000.00)	(64,961.56)
Dining		(298.96)	(1,997.95)	(195.00)	(2,491.91)
Gas		(141.00)	(2,070.62)	-	(2,211.62)
Household Items		(5,204.01)	(15,179.46)	-	(20,383.47)
Household Maintenance		(88.48)	(1,752.82)	(500.00)	(2,341.30)
Medical		-	(2,734.20)	-	(2,734.20)
Entertainment		(113.68)	(4,762.89)	(1,106.16)	(5,982.73)
Child Expenses		(26,343.33)	(53,065.05)	(19,500.00)	(98,908.38)
Clothing		(944.74)	(7,779.58)	-	(8,724.32)
Credit Card		(2,455.75)	(2,218.14)	-	(4,673.89)
Grocery		(351.73)	(4,825.14)	(1,250.00)	(6,426.87)
PayPal Transfers		(4,484.33)	(19,267.25)	-	(23,751.58)
Personal Insurance		(166.95)	(1,401.21)	-	(1,568.16)
Personal Utilities		-	(4,632.23)	-	(4,632.23)
Vehicle		(1,844.74)	(8,599.95)	(4,238.26)	(14,682.95)
Personal Travel		-	(10,308.23)	-	(10,308.23)
Miscellaneous Personal	[19]	(3,093.64)	(3,482.76)	511.16	(6,065.24)
Total		(79,606.10)	(266,278.12)	(180,778.26)	(526,662.48)

Tri-Core Companies and Related Entities
Detail of Transactions for the years 2009 Through 2011 **Exhibit 1**

[1] [2]	2009	2010	2011	2009 - 2011 Total
Unknown's				
Unknown Transactions	(9,502.00)	(691.02)	-	(10,193.02)
Unknown Transfer	-	(4,475.00)	(24,418.30)	(28,893.30)
Unknown Deposit	-	30,050.69	56,950.62	87,001.31
Unknown Check	-	(2,400.00)	-	(2,400.00)
Unknown Withdrawal	-	(36,300.00)	(6,000.00)	(42,300.00)
Total	(9,502.00)	(13,815.33)	26,532.32	3,214.99
Funds for Moglers Personal Use				
Personal Expenses	(79,606.10)	(266,278.12)	(180,778.26)	(526,662.48)
Investor Payments In	1,893,394.03	2,507,433.99	3,257,982.59	7,658,810.61
% Funds for Moglers Personal Use	4.20%	10.62%	5.55%	6.88%
Funds for Partners' Use				
Payments to Stevens	(40,250.00)	-	-	(40,250.00)
% Funds for Stevens Use	2.13%	0.00%	0.00%	0.53%
Payments to Hinkelday	(123,828.34)	(169,700.00)	(26,000.00)	(319,528.34)
% Funds for Hinkeldays Use	6.54%	6.77%	0.80%	4.17%
Payments to Buckley	(77,895.34)	(144,735.80)	(31,466.29)	(254,097.43)
% Funds for Buckleys Use	4.11%	5.77%	0.97%	3.32%
% Funds for Partners' Use	12.78%	12.54%	1.76%	8.02%

Notes:
[1] Simon relied on Jason Mogler for classifications of transfers
[2] Simon included data relating to Tri-Core and ERC companies which captured all investor payments and transfers to and from both ent
[3] See Exhibit 1-A
[4] See Exhibit 1-B
[5] See Exhibit 1-C
[6] See Exhibit 1-D
[7] See Exhibit 1-E
[8] See Exhibit 1-F
[9] See Exhibit 1-G
[10] See Exhibit 1-H
[11] See Exhibit 1-I
[12] See Exhibit 1-J
[13] See Exhibit 1-K
[14] See Exhibit 1-L
[15] See Exhibit 1-M
[16] See Exhibit 1-N
[17] See Exhibit 1-O
[18] See Exhibit 1-P
[19] See Exhibit 1-Q

Sources:
The income and expenditure summary is based on the account activity in the following Tri-Core Entity accounts:
0397 - Wells Fargo - Tri-Core Companies, LLC, Bates Nos. TRI_C000627 through TRI_C001347
7922 - Wells Fargo - Tri-Core Business Development, LLC, Bates Nos. TRI_BD000001 through TRI_BD000078
7001 - Wells Fargo - Tri-Core Business Development, LLC, Bates Nos. TRI_BD000195 through TRI__BD000297
5304 - Wells Fargo - Tri-Core Business Development, LLC, Bates Nos. TRI_BD000081 through TRI_BD000299
5569 - Wells Fargo - Tri-Core Business Development, LLC, Bates Nos. TRI_BD000082 through TRI_BD000301
3722 - Wells Fargo - Tri-Core Business Development, LLC, Bates Nos. TRI_BD000215 through TRI_BD000289
0123 - Wells Fargo - ERC Investments, LLC, Bates Nos. ERC_I000048 through ERC_I000083
5472 - Wells Fargo - ERC Investments, LLC, Bates Nos. ERC_I000052 through ERC_I000084
0115 - Wells Fargo - ERC Investments, LLC, Bates Nos. ERC_I000096 through ERC_I000124
5498 - Wells Fargo - ERC Investments, LLC, Bates Nos. ERC_I000092 through ERC_I000125
5947 - Wells Fargo - ERC Compactors, LLC, Bates Nos. ERC_C000001 through ERC_C000089
4900 - Wells Fargo - ERC of Nevada, LLC, Bates Nos. ERC_C001848 through ERC_C002473
Check Copies for the Wells Fargo account ending 0397 for the year 2009, Bates Nos. TRI_C000123 through TRI_C000624
Check Copies for the Wells Fargo account ending 0397 for the year 2011, Bates Nos. TRI_C001349 through TRI_C001447

Simon Consulting, LLC
State of Arizona v. Jason Mogler

Tri-Core Entities
List of Contractors for the years 2009 through 2011 **Exhibit 1-A**

Name	Deposit	Withdrawal	Service Rendered
Almon Hardtmann		15,000.00	Business consulting
AM Fire & Electronic		135.00	Fire alarm installation
Andrades Cleaning Company		2,340.67	Cleaning for rental properties
Andrew Clay		25,325.00	Construction
Angeline M Harmon		4,000.00	Business consulting
ArteBella		10,400.00	Interior design for rental properties
Bell Stone Company		3,080.05	Landscaping for rental properties
Bestway Recycling		12,900.00	Recycling services
Bestway Recycling Co., Inc.		7,800.00	Recycling services
Bianca Mostafa		1,500.00	Business Consultant
Camelback Moving Inc		471.25	Transportation
Cayenne Consulting		16,500.00	Business consulting
Celestino Gutierrez Camina		800.00	Legal services in Mexico
Charissa Price		600.00	Glass repair at 1020 Missouri property
Ciel Post		500.00	Website spokesperson
Commonwealth Electric		136.29	Electrical services for rental properties
Copies Y Mas Inc.		5,221.12	Copying services
Copyfast Paper and Ink, Inc.		414.01	Copying services
Dale Carnegie Training		1,595.00	Leadership training
Discount Dumpster		5,492.86	Electrical services for rental properties
Dun and Bradstreet		229.00	Copying services
Envision Painting		335.00	Copying services
Five Star Maintenance		11,344.00	Leadership training
Frankie Mendoza		51,456.36	Video and web productions
George Garcia		2,500.00	Consulting
GordonGraphics, Inc.		7,272.68	Printing and design services
Harland Clarke		604.50	Marketing services
HSBC Bank USA		5,000.00	Business Consultant - Bianca Mustafa
Hydra-Gear		9,709.26	Equipment repair
Image Empowering		5,691.00	Business consulting
Iris Scerca		2,500.00	Graphic design
Jeffrey Flett		1,100.00	Labor
Jenny Johnson		22,600.00	Web services
Joe Russo		66,705.80	Video production for Mexico contract
John Halliday		20,000.00	Printing and design services
John Han		7,495.00	Web design
Jose Luis Bolanos		500.00	Labor
JRC LLC		2,289.20	Business consultant
Kevin Allbritton		5,000.00	Construction
Kiplinger Editors		89.00	Research
Legalzoom.com		205.94	Legal services
Lions Gate Technology		17,996.46	IT services
Lunas Construction Clean-Up		4,456.85	Construction
Maria Jesus Portillo		1,150.00	Legal services in Mexico
Mario Del Angel		80.00	Legal services in Mexico
Michael Benson		13,885.00	Business consultant
Michelle Buckley		15.00	Landscaping
Misty Myre		2,500.00	Business consultant
Nicole Williams		900.00	B2B sales consultant - Pitney Bowes
Organics Nevada		4,000.00	ERC business expense
Pacific Office Automation		2,456.76	Document management
Perfect Floors		4,057.71	Flooring for rental property 7014

Tri-Core Entities
List of Contractors for the years 2009 through 2011 **Exhibit 1-A**

Name	Deposit	Withdrawal	Service Rendered
Red Mountain Productions, LLC	8,000.00	-	Containment Transfer Refund
Renegade Electric		2,073.00	Electrician
RGC		4,262.00	Mobile web development
River City Petroleum		583.81	Fuel for ERC Compactors machinery
Rocksauce Studios, LLC		5,832.50	CRM and Cloud development
Ryan Chester		1,025.05	Business consulting
Sarah Buckley		10.00	Landscaping
Sponsor IQ, LLC		5,000.00	Business consulting
Stephanie Ann Vehon		4,577.66	Business consulting
Stephanie Miles		3,000.00	Web services
Sunriver Holdings LLC		32,236.00	Construction
Sylastine		600.00	Labor
Sylvia Torres		12,500.00	Legal services in Mexico
Tech Move		500.00	IT logistics
Tri-Core		72.72	Engineering
Tri-Core Engineering		17,244.00	Engineering
Vernon Penner		49,027.20	Legal services in Mexico
Vince Gibbons		8,000.00	Engineering
Western Elite Waste Management		23,427.14	Waste disposal services
Wirefly IT		3,500.00	IT services
Xylence Energy Drink		1,400.00	Aluminum Vendor
	8,000.00	563,206.85	

Simon Consulting, LLC
State of Arizona v. Jason Mogler

Tri-Core Entities
Property Development Expenses for the Years 2009 through 2011 **Exhibit 1-B**

Name	Deposit	Withdrawal	Description
Abakuks & Associates		700.00	Appraisal of property
ADCO Paint & Supply		1,016.04	Supplies - paint
ADT Security Services		5,124.80	Security Systems
Aller Construction and/or David Aller		2,900.00	Construction
Aoasis Pool Care		1,933.77	Pool maintenance for rental properties
Arizona Floors LLC		794.78	Flooring
Boulder Sand & Gravel, Inc.		547.23	Landscaping
Classic Door & Trim Inc.		1,348.01	Doors for rental property
Cold Tech Regrigeration Inc.		2,126.34	Regrigerators for rental properties
Collins Locksmith, Inc.		95.00	Locks for rental properties
Commercial Hardware		3,588.05	Hardware supplies
D&G Scale, Inc.		3,077.14	Equipment - scales
Development Services Department		413.20	Zoning charges
Doors West, Inc.		4,947.66	Doors for rental property
Fire Inspection Specialty Company		100.00	Property inspections
Heldt Lumber Co.		2,060.82	Supplies - wood
Home Depot		7,184.53	Supplies
Papagno's		4,350.00	Marble and granite for rental properties
Rebel Oil Company		2,310.48	Supplies - fuel
Restoration Hardware		6,626.39	Furniture for rental properties
Selection		1,900.00	Vendor
Sergey Sereda		3,500.00	Real estate upkeep
TUAMOTM, Inc.		1,190.00	Vendor
Thomas Petroleum, LLC		26,418.13	Supplies - fuel
		84,252.37	

Simon Consulting, LLC
State of Arizona v. Jason Mogler

Tri-Core Entities
Marketing Expenses for the Years 2009 through 2011 **Exhibit 1-C**

Name	Deposit	Withdrawal	Description
AIR Marketing		1,275.00	Marketing services - Analytics
Amazon Marketplace Payment		1,197.38	Amazon.com sales listings
Arrowhead Signs		1,725.84	Business signs
Blogtalkradio Inc		2,490.00	Ad spots
City National Bank		16,250.00	Contractor - Ascendant Marketing
Fastsigns Scottsdale		1,459.60	Business signs
Financial Fest		7,000.00	Seminar and showcase
Infogroup		634.92	Marketing services
KFNN		42,419.08	Ad spots
Money Show		12,775.00	Trade show
Paradise Sign		2,957.63	Business signs
Photovu LLC		3,021.38	Photography services
Roeda Signs		249.80	Business signs
RPI Media Inc.		8,000.00	Advertising
Sign A Rama		568.92	Business signs
The Scarlet Letter		983.35	Stationary
Vistaprint.com		22.92	Business cards
Work Spa Executive Suites		250.00	Advertising
Zap Advertising		570.00	Photography services
Total	-	103,850.82	

Tri-Core Entities
Website Expenses for the Years 2009 through 2011 **Exhibit 1-D**

Name	Deposit	Withdrawal	Description
Godaddy.com	536.73	3,086.31	Website domain and hosting
Google Site Search		100.00	Improve listing on google searches
Gustavo Ybarra		775.00	Web design
Iology		4,250.00	Web development
Leslie Babcock		350.00	Website purchase
Network Solutions		2,094.49	Website hosting
US Web Central Inc.		500.00	Web design
Web Purchase		131.85	Purchase of website from Leslie Babcock
Web* 800-932-4678		503.30	Web Development
www.Eslr8.com		47.00	E-commerce contractor
Total	536.73	11,837.95	

Tri-Core Entities
Shipping and Postage Expenses for the Years 2009 through 2011 **Exhibit 1-E**

Name	Deposit	Withdrawal	Description
FedEx		2,966.04	Shipping
Hasler Inc		555.68	Postage systems
Neopost USA Inc		138.30	Postage meter rental
Pb Meter Rental		21.78	Postage meter rental
Postage Meter		30.00	Postage meter rental
Ryan Bowles		954.00	Shipping
USPS		1.00	Shipping
Total	-	4,666.80	

Tri-Core Entities
Accounting Expenses for the Years 2009 through 2011 **Exhibit 1-F**

Name	Deposit	Withdrawal	Description
H&R Block		51.90	Tax preparation
Intuit Quickbooks Software/Support		290.00	Accounting software
Intuit Turbotax		64.72	Tax preparation software
Jean DeKraker, CPA, PC		15,892.50	Accounting services
Jim Toel CPA		400.00	Accounting services
Total	-	16,699.12	

Tri-Core Entities
Association Fees for the Years 2009 through 2011 **Exhibit 1-G**

Name	Deposit	Withdrawal	Description
Cambridge Estates HOA		1,295.00	1525 S 121 drive rental property
Citrus Point HOA		1,367.60	11437 W Canyon Creek drive rental property
Tramonto Community Master Assoc		354.00	Tramonto condominium rental property
Tramonto Parcel W-16 Condominium Association		836.22	Tramonto condominium rental property
Total	-	3,852.82	

Tri-Core Entities
Communications Expense for the Years 2009 through 2011 **Exhibit 1-H**

Name	Deposit	Withdrawal	Description
AQ Communications LLC		1,278.80	Office phone installation
Century Link	84.33	720.75	Phone service provider
Qwest		514.66	Phone service provider
Ringcentral, Inc.		199.70	Cloud - oriented phone services
Saddleback Communications		14,261.25	Office internet provider
Safe Fax		41.55	Faxes
Sprint Wireless		4,574.16	Company cell phones
Transwest Network Solutions		225.00	Phone systems
WebEx Communications		3,325.00	Online conferencing
Total	84.33	25,140.87	

Tri-Core Entities
Continuing Education Expense for the Years 2009 through 2011 **Exhibit 1-I**

Name	Deposit	Withdrawal	Description
Amazon.com		2,726.13	Any Amazon is educational/never personal. Used to learn industies
Bud Crawley Real Estate		489.00	Real estate school
Ford School		222.00	Securities exam preparation
Harvard Business School		19.95	Professional development
Nexzus Publishing Group		6,068.00	Real estate publications and seminars
Personal Real Estate Magazine		2,435.00	Publication
Robbins Research Event		14,990.00	Tony Robbins Team Building Seminar
Waste & Recycling News		150.00	Developing knowledge of new idustry
Total	-	27,100.08	

Tri-Core Entities
Legal Expense for the Years 2009 through 2011 **Exhibit 1-J**

Name	Deposit	Withdrawal	Description
Business-In-A-Box		399.80	Business formation legal documents
Docstoc.com		95.40	Legal documents
Get Forms Now		11.90	Legal documents
Lance S. Davidson, P.C.		4,428.40	Legal services
Lawyers Titles of Arizona		72,441.29	Real estate legal services
Legalzoom.com		2,390.99	Used to form companies/legal documents
ML Lanes NS		90.00	Notary
National Registered Agents, Inc.		460.00	Legal services
Polsinelli Shughart PC		25,579.60	Legal services
Rome & Associates LLC		542.20	Legal services
Security Title Agency		119,646.00	Escrow
Security Title Co.		2,000.00	Escrow
Security Title Escrow Trust Account	100,000.00		Escrow
Security Title Trust Account	167.88	-	Escrow
Thomas Title & Escrow, LLC	134.00		Escrow
Total	100,301.88	228,085.58	

Simon Consulting, LLC
State of Arizona v. Jason Mogler

Tri-Core Entities
Office Supplies and Equipment Transactions for the Years 2009 through 2011 **Exhibit 1-K**

Name	Deposit	Withdrawal	Description
Arrowhead Water		245.22	Bottled water for the office
Best Buy		27,598.72	Office equipment
Cami Reeves		314.70	OfficeMax representative
Costco Whse		569.36	Office Equipment
Dell Bus Online		972.18	Computers
Flashbay.com		1,811.00	Flashdrives
Fry's Electronics		5,894.31	Office Equipment
Max Stores Phoenix	14.31	60.00	Office supplies
Office Liquidators		6,036.07	Office equipment and Furniture
Office Max		371.64	Office supplies
Staples		1,863.58	Office supplies
Staples Advantage		600.45	Office supplies
Start 2 Finish Computers		712.50	Computers
Tangerine Office Systems		722.00	Office equipment
The Copier Brokers		6,450.00	Printers and Copiers
The Dump		3,653.88	Office furniture
West Coast Pure Water		243.25	Office water cooler
Total	14.31	58,118.86	

Tri-Core Entities
Payroll Expense for the Years 2009 through 2011 **Exhibit 1-L**

Name	Deposit	Withdrawal	Description
Anie Miles		11,529.30	Web developer
Assadullah Maudoudi		1,596.00	Software engineer
Guy Quinn		5,000.00	COO - ERC of Chicago
Juan Romero		145.00	Employee Medical Reimbursement
Linda Alderman		9,039.29	Secretary
Luis Aispuro		1,320.00	
Luz Arellano		450.00	Labor
Nicole Kordosky		19,260.65	Executive assistant
Stephanie Miles		2,291.80	
Yadelle F. Dreyer		40,024.75	Marketing Manager
Total	-	90,656.79	

Tri-Core Entities
Referral Fees for the Years 2009 through 2011 **Exhibit 1-M**

Name	Deposit	Withdrawal	Description
Alternative Investments International, LLC		90,522.27	Referral Fee
Casimer Polanchek		139,466.00	Referral Fee
Online Transfer to Business Checking Cas Ref Fee		24,000.00	Referral Fee
Online Transfer to Expanded Bus Services Pack		25,000.00	Referral Fee
Pangaea Investment Group		64,656.25	Referral Fee
Polanchek, LLC		166,575.00	Referral Fee
Total	-	510,219.52	

Tri-Core Entities
Rent Expense for the Years 2009 through 2011 **Exhibit 1-N**

Name	Deposit	Withdrawal	Description
Javier & Irma Huerta		20,000.00	Lease on Recycling Center
SRPMIC - Chaparral Business Center II		82,925.75	Office rent
Total	-	102,925.75	

Tri-Core Entities
Software Expense for the Years 2009 through 2011 **Exhibit 1-O**

Name	Deposit	Withdrawal	Description
AEON Blue, LLC		9,794.00	Automation
Comxrm-Planplus Online		3,000.00	Software for online vendor payments
Gotomeeting.com		468.00	Online meeting software
HLA Front Desk		1,341.09	Front desk software
Infusionsoft		2,691.00	CRM software
Microsoft Store		220.60	Office software
Mindjet		536.50	Project management software
Webroot Software, Inc.		53.60	Security software
Total	-	18,104.79	

Tri-Core Entities
Miscellaneous Expenses for the Years 2009 through 2011 **Exhibit 1-P**

Name	Deposit	Withdrawal	Description
AZ Department of Economic Security		87.56	Government Fees
Bank of George		2,071.02	Banking services
Department of Agriculture		230.00	Government Fees
Golf 4 Wheels		3,000.00	Charity Sponsorship
Secretary of State		500.00	Government Fees
Total	-	5,888.58	

Tri-Core Entities
Miscellaneous Personal Expenses for the Years 2009 through 2011 **Exhibit 1-Q**

Name	Deposit	Withdrawal	Description
7-Eleven		39.08	Conveniece store
Arizona Historical Society		26.75	Personal tickets
Bishop & Martin Law Office		221.00	Family law group
Celebrity Tanning		558.90	Tanning
Fascinations		147.09	Personal purchases
Fox Sports		32.63	Personal purchases
IMDB 206-266-2425		124.95	Movie listing
Int'l Star Registry		194.95	Star naming
Jackson & Perkins		791.75	Flowers
Jason Mogler	732.16	-	Repayment of withdrawal
Justice of the Peace		155.00	Traffic violation
Pet Boutique West Hollywood		285.33	Pet store
Petsmart		164.34	Pet store
Proflowers.com		44.81	Flowers
Public Works		10.00	Personal waste services
Ridermakerz		212.06	Bicycles
Sarah Butterworth		1,500.00	Personal relationship
Smoking Vapor		599.18	Smoking aid
The Heard Museum		319.94	Donation
William D. Bishop		1,369.64	Divorce attorney
Total	732.16	6,797.40	

Simon Consulting, LLC
State of Arizona v. Jason Mogler

Tri-Core Companies and Related Entities
Summary of Transactions for the years 2009 Through 2011 **Exhibit 1**

	2009	2010	2011	2009 - 2011 Total
Business Transactions				
Total	740,130.14	558,242.47	1,206,729.77	2,505,102.38
Mogler Personal Expenses				
Total	(79,606.10)	(266,278.12)	(180,778.26)	(526,662.48)
Unknown's				
Total	(9,502.00)	(13,815.33)	26,532.32	3,214.99
Funds for Moglers Personal Use				
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Funds for Partners' Use				
Payments to Stevens	(40,250.00)	-	-	(40,250.00)
% Funds for Stevens Use	2.13%	0.00%	0.00%	0.53%
Payments to Hinkelday	(123,828.34)	(169,700.00)	(26,000.00)	(319,528.34)
% Funds for Hinkeldays Use	6.54%	6.77%	0.80%	4.17%
Payments to Buckley	(77,895.34)	(144,735.80)	(31,466.29)	(254,097.43)
% Funds for Buckleys Use	4.11%	5.77%	0.97%	3.32%
% Funds for Partners' Use	12.78%	12.54%	1.76%	8.02%

EXHIBIT
S.259
ADMITTED

Davis EXHIBIT 3
DATE 12-12-13
Colette E. Ross
CCR No. 50658

Tri-Core Companies and Related Entities
Detail of Transactions for the years 2009 Through 2011 **Exhibit 1**

	[1] [2]	2009	2010	2011	2009 - 2011 Total
Business Transactions					
Investor Payments In		1,893,394.03	2,507,433.99	3,257,982.59	7,658,810.61
Investor Payments Out		(474,732.67)	(684,917.80)	(1,416,132.72)	(2,575,783.19)
ERC NV Income		-	-	~~82,844.95~~	~~82,844.95~~
Payments to Stevens		(40,250.00)	-	-	(40,250.00)
Payments to Hinkeldey		(123,828.34)	(169,700.00)	(26,000.00)	(319,528.34)
Payments to Buckley		(77,895.34)	(144,735.80)	(31,466.29)	(254,097.43)
Contractors	[3]	(180,461.28)	(225,801.74)	(148,943.83)	(555,206.85)
Property Development	[4]	(4,394.78)	(39,152.21)	(40,705.38)	(84,252.37)
Marketing	[5]	(11,514.97)	(59,964.45)	(32,371.40)	(103,850.82)
Website	[6]	(1,825.59)	(9,475.63)	-	(11,301.22)
Shipping/Postage	[7]	(1,205.16)	(3,121.54)	(340.10)	(4,666.80)
Accounting	[8]	(29.00)	(777.62)	(15,892.50)	(16,699.12)
Association Fees	[9]	(223.96)	(3,139.26)	(489.60)	(3,852.82)
Business Travel		(4,716.71)	(64,782.46)	(9,916.91)	(79,416.08)
Client Entertainment		(11,337.00)	(72,958.68)	(412.14)	(84,707.82)
Catering		-	(210.54)	(87.04)	(297.58)
Company Events		(760.00)	(1,017.17)	-	(1,777.17)
City Fees		-	-	(3,147.44)	(3,147.44)
Communications	[10]	(4,051.79)	(12,977.13)	(8,027.62)	(25,056.54)
Educational	[11]	(1,095.83)	(23,569.25)	(2,435.00)	(27,100.08)
Equipment Rental		-	(4,272.61)	(8,379.62)	(12,652.23)
Financing		(3,460.23)	-	(1,447.18)	(4,907.41)
Insurance		(500.00)	(5,050.03)	(29,411.29)	(34,961.32)
Legal	[12]	(21,662.12)	(2,568.19)	(103,553.39)	(127,783.70)
Office Supplies & Equipment	[13]	(3,483.59)	(46,266.36)	(8,354.60)	(58,104.55)
Payroll	[14]	(17,259.50)	(60,217.31)	(13,179.98)	(90,656.79)
Recruiting		-	(419.00)	(365.00)	(784.00)
Referral Fees	[15]	(164,516.00)	(216,750.92)	(128,952.60)	(510,219.52)
Rent	[16]	-	(54,643.36)	(48,282.39)	(102,925.75)
Software	[17]	(1,940.09)	(6,370.70)	(9,794.00)	(18,104.79)
Subscriptions		(137.21)	(284.43)	(74.00)	(495.64)
Uniforms		-	-	(4,644.00)	(4,644.00)
Utilities		(2,005.59)	(4,601.10)	(1,714.46)	(8,321.15)
Vegas		-	(47,147.18)	(4,449.47)	(51,596.65)
Bank Fees		22.86	18,700.95	(32,239.24)	(13,515.43)
Miscellaneous	[18]	-	(3,000.00)	(2,888.58)	(5,888.58)
Total		740,130.14	558,242.47	1,206,729.77	2,505,102.38
Mogler Personal Expenses					
Withdrawals		(27,613.84)	(83,700.00)	(134,500.00)	(245,813.84)
Mortgage Expense		(6,460.92)	(38,500.64)	(20,000.00)	(64,961.56)
Dining		(298.96)	(1,997.95)	(195.00)	(2,491.91)
Gas		(141.00)	(2,070.62)	-	(2,211.62)
Household Items		(5,204.01)	(15,179.46)	-	(20,383.47)
Household Maintenance		(88.48)	(1,752.82)	(500.00)	(2,341.30)
Medical		-	(2,734.20)	-	(2,734.20)
Entertainment		(113.68)	(4,762.89)	(1,106.16)	(5,982.73)
Child Expenses		(26,343.33)	(53,065.05)	(19,500.00)	(98,908.38)
Clothing		(944.74)	(7,779.58)	-	(8,724.32)
Credit Card		(2,455.75)	(2,218.14)	-	(4,673.89)
Grocery		(351.73)	(4,825.14)	(1,250.00)	(6,426.87)
PayPal Transfers		(4,484.33)	(19,267.25)	-	(23,751.58)
Personal Insurance		(166.95)	(1,401.21)	-	(1,568.16)
Personal Utilities		-	(4,632.23)	-	(4,632.23)
Vehicle		(1,844.74)	(8,599.95)	(4,238.26)	(14,682.95)
Personal Travel		-	(10,308.23)	-	(10,308.23)
Miscellaneous Personal	[19]	(3,093.64)	(3,482.76)	511.16	(6,065.24)
Total		(79,606.10)	(266,278.12)	(180,778.26)	(526,662.48)

Tri-Core Companies and Related Entities
Detail of Transactions for the years 2009 Through 2011 **Exhibit 1**

[1]				
[2]	2009	2010	2011	2009 - 2011 Total
Unknown's				
Unknown Transactions	(9,502.00)	(691.02)	-	(10,193.02)
Unknown Transfer	-	(4,475.00)	(24,418.30)	(28,893.30)
Unknown Deposit	-	30,050.69	56,950.62	87,001.31
Unknown Check	-	(2,400.00)	-	(2,400.00)
Unknown Withdrawal	-	(36,300.00)	(6,000.00)	(42,300.00)
Total	(9,502.00)	(13,815.33)	26,532.32	3,214.99
Funds for Moglers Personal Use				
Personal Expenses	(79,606.10)	(266,278.12)	(180,778.26)	(526,662.48)
Investor Payments In	1,893,394.03	2,507,433.99	3,257,982.59	7,658,810.61
% Funds for Moglers Personal Use	4.20%	10.62%	5.55%	6.88%
Funds for Partners' Use				
Payments to Stevens	(40,250.00)	-	-	(40,250.00)
% Funds for Stevens Use	2.13%	0.00%	0.00%	0.53%
Payments to Hinkelday	(123,828.34)	(169,700.00)	(26,000.00)	(319,528.34)
% Funds for Hinkeldays Use	6.54%	6.77%	0.80%	4.17%
Payments to Buckley	(77,895.34)	(144,735.80)	(31,466.29)	(254,097.43)
% Funds for Buckleys Use	4.11%	5.77%	0.97%	3.32%
% Funds for Partners' Use	12.78%	12.54%	1.76%	8.02%

Notes:
[1] Simon relied on Jason Mogler for classifications of transfers
[2] Simon included data relating to Tri-Core and ERC companies which captured all investor payments and transfers to and from both ent
[3] See Exhibit 1-A
[4] See Exhibit 1-B
[5] See Exhibit 1-C
[6] See Exhibit 1-D
[7] See Exhibit 1-E
[8] See Exhibit 1-F
[9] See Exhibit 1-G
[10] See Exhibit 1-H
[11] See Exhibit 1-I
[12] See Exhibit 1-J
[13] See Exhibit 1-K
[14] See Exhibit 1-L
[15] See Exhibit 1-M
[16] See Exhibit 1-N
[17] See Exhibit 1-O
[18] See Exhibit 1-P
[19] See Exhibit 1-Q

Sources:
The income and expenditure summary is based on the account activity in the following Tri-Core Entity accounts:
0397 - Wells Fargo - Tri-Core Companies, LLC, Bates Nos. TRI_C000627 through TRI_C001347
7922 - Wells Fargo - Tri-Core Business Development, LLC, Bates Nos. TRI_BD000001 through TRI_BD000078
7001 - Wells Fargo - Tri-Core Business Development, LLC, Bates Nos. TRI_BD000195 through TRI__BD000297
5304 - Wells Fargo - Tri-Core Business Development, LLC, Bates Nos. TRI_BD000081 through TRI_BD000299
5569 - Wells Fargo - Tri-Core Business Development, LLC, Bates Nos. TRI_BD000082 through TRI_BD000301
3722 - Wells Fargo - Tri-Core Business Development, LLC, Bates Nos. TRI_BD000215 through TRI_BD000289
0123 - Wells Fargo - ERC Investments, LLC, Bates Nos. ERC_I000048 through ERC_I000083
5472 - Wells Fargo - ERC Investments, LLC, Bates Nos. ERC_I000052 through ERC_I000084
0115 - Wells Fargo - ERC Investments, LLC, Bates Nos. ERC_I000096 through ERC_I000124
5498 - Wells Fargo - ERC Investments, LLC, Bates Nos. ERC_I000092 through ERC_I000125
5947 - Wells Fargo - ERC Compactors, LLC, Bates Nos. ERC_C000001 through ERC_C000089
4900 - Wells Fargo - ERC of Nevada, LLC, Bates Nos. ERC_C001848 through ERC_C002473
Check Copies for the Wells Fargo account ending 0397 for the year 2009, Bates Nos. TRI_C000123 through TRI_C000624
Check Copies for the Wells Fargo account ending 0397 for the year 2011, Bates Nos. TRI_C001349 through TRI_C001447

SIMON Consulting, LLC

Tax ID Number
86-0973413

Invoice

August 09, 2013

Invoice No. 16376

Jason T. Mogler
c/o Bobby O. Thrasher, Jr., Esq.
Thrasher & Jemsek, PLC
530 East McDowell Road, Suite 107
Phoenix, AZ a85004
Sent via Email: bthrasher@thrasherjemsek.com

Davis EXHIBIT 4
DATE 12-12-13
Colette E. Ross
CCR No. 50658

Re: **State of AZ v. Jason Mogler**

For Services Rendered through July 31, 2013

Previous Balance Due	$0.00
Payments Received	(16,080.85)
Current Invoice	16,080.85
Total Balance Due	$0.00

Balance of Retainer Account	$1,419.15

Aged Accounts Receivable

1 to 29 Days	30 Days	60 Days	90 Days	120+ Days
$16,080.85	$0.00	$0.00	$0.00	$0.00

EXHIBIT
Number S-260
ADMITTED

To ensure proper credit to your account please write our invoice number on your check.

SIMON Consulting, LLC

Re: **State of AZ v. Jason Mogler**

Invoice No. 16376

Fee Summary

Name	Hours	Rate
Peter S. Davis	6.60	295.00
Erik O'Malley	38.40	100.00
Jessica Corn	55.70	130.00
Kevin D. Kuhlman	30.50	100.00

Professional Services

	Hours	Amount
Analyze Documents	21.50	3,306.50
Communicate with Client/Counsel	9.20	1,773.50
Develop Data/Financial Model	96.20	10,439.00
Research Information	4.30	559.00
Total Fees	**131.20**	**$16,078.00**

Additional Charges

Photocopy Expense	2.85
Total Additional Charges	**$2.85**

Accounts Receivable Transactions

Retainer Applied	($16,080.85)
Total Payments and Adjustments	**($16,080.85)**
Balance Due	**$0.00**

Client Funds Transactions

Previous Balance of Retainer			**$0.00**
	7/12/2013	Retainer Deposit -Thank You	$7,500.00
	7/31/2013	Retainer Applied	($16,080.85)
	8/1/2013	Retainer Deposit	$10,000.00

To ensure proper credit to your account please write our invoice number on your check.

Re: **State of AZ v. Jason Mogler**

Invoice No. 16376

	Amount
New Balance of Retainer	**$1,419.15**

To ensure proper credit to your account please write our invoice number on your check.

FORENSIC ACCOUNTING & ECONOMICS • RECEIVERSHIP • RESTRUCTURING
3200 NORTH CENTRAL AVENUE • SUITE 2460 • PHOENIX, AZ 85012 • 602.279.7500 • (FAX) 602.279.7510 • WWW.SIMONCONSULTING.NET

SIMON Consulting, LLC

Tax ID Number
86-0973413

Invoice

September 10, 2013 | Invoice No. 16449

Jason T. Mogler
c/o Bobby O. Thrasher, Jr., Esq.
Thrasher & Jemsek, PLC
530 East McDowell Road, Suite 107
Phoenix, AZ a85004
Sent via Email: bthrasher@thrasherjemsek.com

Re: **State of AZ v. Jason Mogler**

For Services Rendered through August 31, 2013

Previous Balance Due	$0.00
Payments Received	0.00
Current Invoice	12,609.05
Courtesy Discount	(1,260.90)
Total Balance Due	$11,348.15

Balance of Retainer Account	$1,419.15

Aged Accounts Receivable

1 to 29 Days	30 Days	60 Days	90 Days	120+ Days
$12,609.05	$0.00	$0.00	$0.00	$0.00

To ensure proper credit to your account please write our invoice number on your check.

SIMON Consulting, LLC

Re: **State of AZ v. Jason Mogler** Invoice No. 16449

Fee Summary

Name	Hours	Rate
Peter S. Davis	4.80	295.00
Jessica Corn	24.90	130.00
Kevin D. Kuhlman	79.10	100.00

Professional Services

	Hours	Amount
Analyze Documents	2.20	451.00
Communicate with Client/Counsel	15.40	2,356.00
Develop Data/Financial Model	90.20	9,461.00
Develop Data/Financial Statements	1.00	295.00
Total Fees	**108.80**	**$12,563.00**

Additional Charges

Photocopy Expense @ $0.15/copy	46.05
Total Additional Charges	**$46.05**

Accounts Receivable Transactions

Courtesy Discount (10%)	($1,260.90)
Total Payments and Adjustments	**($1,260.90)**
Balance Due	**$11,348.15**

Client Funds Transactions

Previous Balance of Retainer	**$1,419.15**
New Balance of Retainer	**$1,419.15**

To ensure proper credit to your account please write our invoice number on your check.

SIMON
Consulting, LLC

Tax ID Number
86-0973413

Invoice

October 04, 2013 | Invoice No. 16510

Jason T. Mogler
c/o Bobby O. Thrasher, Jr., Esq.
Thrasher & Jemsek, PLC
530 East McDowell Road, Suite 107
Phoenix, AZ a85004
Sent via Email: bthrasher@thrasherjemsek.com

Re: **State of AZ v. Jason Mogler**

For Services Rendered through September 30, 2013

Previous Balance Due	$11,348.15
Payments Received	(1,419.15)
Current Invoice	443.50
Total Balance Due	$10,372.50

Balance of Retainer Account	$0.00

Aged Accounts Receivable

1 to 29 Days	30 Days	60 Days	90 Days	120+ Days
$443.50	$9,929.00	$0.00	$0.00	$0.00

To ensure proper credit to your account please write our invoice number on your check.

ACC013431.001
FILE #8337

SIMON Consulting, LLC

Re: **State of AZ v. Jason Mogler** Invoice No. 16510

Fee Summary

Name	Hours	Rate
Jessica Corn	3.40	130.00

Professional Services

	Hours	Amount
Prepare Testimony Binder	3.40	442.00
Total Fees	**3.40**	**$442.00**

Additional Charges

Photocopy Expense @ $0.15/copy	1.50
Total Additional Charges	**$1.50**
Previous Balance	**$11,348.15**

Accounts Receivable Transactions

Retainer Applied	($1,419.15)
Total Payments and Adjustments	**($1,419.15)**
Balance Due	**$10,372.50**

Client Funds Transactions

Previous Balance of Retainer		**$1,419.15**
	9/30/2013 Retainer Applied	($1,419.15)
New Balance of Retainer		**$0.00**

To ensure proper credit to your account please write our invoice number on your check.

Davis EXHIBIT 5
DATE 12-12-13
Colette E. Ross
CCR No. 50652

From: Sheridan Corbeil
To: Peter Davis; Jessica Corn;
cc: "Bobby O. Thrasher, Jr.";
Subject: Mogler, et al. - Financial Documents for Review
Date: Saturday, July 13, 2013 2:34:28 PM
Attachments: transmittal and index.pdf

The documents (9 binders and CD) are ready to be hand delivered to you on Monday. The attached transmittal and index describes the documents. I will be dropping off 2 banker boxes to your office on my way in Monday morning.

We sent correspondence to the accountant on Friday to request he contact us to discuss the work he has done, and what documents are in his possession. We'll let you know when we receive a response.

Thank you for your assistance.

Sheridan Corbeil, CP
THRASHER
JEMSEK
a professional limited liability company
Street Address: 2701 East Camelback Road, Ste. #160 ● Phoenix, Arizona 85016
Mailing Address: 530 East McDowell Road, Ste. #107-495 ● Phoenix, Arizona 85004
Direct (602) 773-2641
Office (602) 324-4684 ● **Fax** (602) 324-4685
Email: scorbeil@thrasherjemsek.com

EXHIBIT
S-261
ADMITTED

THRASHER
JEMSEK
a professional limited liability company

July 15, 2013

Via Hand Delivery

Peter S. Davis
Jessica Corn
SIMON CONSULTING, LLC
3200 North Central Avenue, Suite 2460
Phoenix, Arizona 85012

RE: Jason Mogler, *et al.*
Arizona Corporation Commission Docket No. S-20867A-12-0459

Dear Mr. Davis and Ms. Corn:

Enclosed herewith are 9 binders of documents comprising the financial records for: (1) Tri-Core Companies, LLC; (2) Tri-Core Business Development LLC; (3) ERC Compactors LLC; (4) ERC Investors LLC; (5) ERC Investments LLC; (6) ERC of Nevada LLC; and (7) Jason Mogler, individually. Electronic copies of the paper documents are included herewith on CD. The CD also contains the Tri-Core General Ledger from 2008-2011 as an excel spreadsheet, and the investor lists (as 7 separate excel spreadsheets). A more detailed index for the financial documents is also included herewith.

Please let us know if you would like to review additional documents from the master index for the document productions to the Arizona Corporation Commission. Thank you for your assistance in this matter.

Respectfully,

S. Corbeil

Sheridan Corbeil
Paralegal for Bobby O. Thrasher, Jr., Esq.

BOT/sc
Enclosures

Mailing Address: 530 East McDowell Road, Ste. #107-495 • Phoenix, Arizona 85004
Street Address: 2701 East Camelback Road, Ste. #160 • Phoenix, Arizona 85016
Phone (602) 324-4684 • Fax (602) 324-4685 • Email: bthrasher@thrasherjemsek.com; scorbeil@thrasherjemsek.com

Documents Produced to Simon Consulting LLC

1. Tri-Core General Ledger, 2008-2011, produced to ACC in native as an excel spreadsheet

2. Tri-Core Companies, LLC Financials and Bank Records, Wells Fargo Account No. 5333080397, 2008 – June, 2011 [TRI_C000003-1447]

3. Tri-Core Business Development LLC Bank Records, Wells Fargo Account No. 2347997922, April, 2010 – May, 2012 [TRI_BD000001-79]

4. Tri-Core Business Development LLC Bank Records, Wells Fargo Account No. 2449177001, May, 2010 – March, 2012 [TRI_BD000080-214]; and April, 2012 [TRI_BD000295-301]

5. Tri-Core Business Development LLC Bank Records, Wells Fargo Account No. 9917533722, May, 2010 – March, 2011 [TRI_BD000215-294]

6. ERC Compactors LLC Bank Records, Wells Fargo Account No. 1941215947, August, 2011 – March, 2012 [ERC_C000001-89]

7. ERC Investors LLC Bank Records, Wells Fargo Account No. 9500990123, July, 2011 – April, 2012 [ERC_I000047-87]

8. ERC Investments LLC Bank Records, Wells Fargo Account No. 9500990115, July, 2011 – April, 2012 [ERC_I000088-126]

9. ERC of Nevada LLC Bank Records, Wells Fargo Account No. 1278974900, May, 2011 – April, 2013 [ERC_C001844-2473]

10. ERC of Nevada LLC Deposits and Copies of Checks, Wells Fargo Account No. 1278974900, November, 2011 – April, 2012 [MOGLER000001-303]

11. Jason T. Mogler Bank Records, Bank of America Account No. 0046 5641 4017, December, 2006 – June, 2010 [MOGLER000642-765]

12. Jason T. Mogler Bank Records, Wells Fargo Account No. 1343998678, August, 2011 – May, 2012 [MOGLER000486-561]

13. Jason T. Mogler Bank Records, Chase Account No. 000000950140491, April, 2011 – March, 2012 [MOGLER000562-611]

14. Jason T. Mogler Bank Records, Chase Account No. 000000950140491, March, 2012 – June, 2012 [MOGLER000612-625]

15. Investor Lists (not printed; produced as 7 excel spreadsheets)

Document Inventory

	A	B	C	D	E	F	G
1	**Mogler**						
2	**Inventory of Documents Received**					**APPENDIX A**	
3							
4	**Date Received**	**Document Date**	**Received From**	**Description**	**Bates Range (if applicable)**		**File Location (ie. name of binder or box)**
5					**Beginning**	**Ending**	
6	07/01/13	11/08/12	Bobby Trasher	Notice of Opportunity for Hearing			Doc's Recv'd from Bobby Trasher 07 01 13
7	07/01/13	01/08/13	Bobby Trasher	Mogler's Answer to Notice of Opportunity			Doc's Recv'd from Bobby Trasher 07 01 13
8	07/15/13	07/15/13	Sheridan Corbeil	Letter from Thrasher Jemsek (Mogler's Attorneys) regarding delivered documents & index			Doc's Recv'd from Sheridan Corbeil 07 15 13
9	07/15/13	07/15/13	Sheridan Corbeil	ERC Compactors LLC Bank Records, WF Act 5947 08 11 - 03 12	ERC_C000001	ERC_C000089	Doc's Recv'd from Sheridan Corbeil 07 15 13
10	07/15/13	07/15/13	Sheridan Corbeil	ERC of NV LLC Bank Records, WF Act. 4900, 05 11 - 04 13	ERC_C001844	ERC_C002473	Doc's Recv'd from Sheridan Corbeil 07 15 13
11	07/15/13	07/15/13	Sheridan Corbeil	ERC Invest LLC Bank Records, WF Act. 0115, 07 11 - 04 12	ERC_I000088	ERC_I000126	Doc's Recv'd from Sheridan Corbeil 07 15 13
12	07/15/13	07/15/13	Sheridan Corbeil	ERC Invest LLC Bank Records, WF Act. 0123, 07 11 - 04 12	ERC_I000047	ERC_I000087	Doc's Recv'd from Sheridan Corbeil 07 15 13
13	07/15/13	07/15/13	Sheridan Corbeil	ERC of NV LLC Deposits & Copies of Checks, WF Act. 4900, 11 11 - 04 12	MOGLER000001	MOGLER000303	Doc's Recv'd from Sheridan Corbeil 07 15 13
14	07/15/13	07/15/13	Sheridan Corbeil	J Mogler Bank Records, BofA Act. 4017, 12 06 - 06 10	MOGLER000642	MOGLER000765	Doc's Recv'd from Sheridan Corbeil 07 15 13
15	07/15/13	07/15/13	Sheridan Corbeil	J Mogler Bank Records, Chase Act. 0491, 04 11 - 03 12	MOGLER000562	MOGLER000611	Doc's Recv'd from Sheridan Corbeil 07 15 13
16	07/15/13	07/15/13	Sheridan Corbeil	J Mogler Bank Records, Chase Act. 0491, 03 12 - 06 12	MOGLER000612	MOGLER000625	Doc's Recv'd from Sheridan Corbeil 07 15 13
17	07/15/13	07/15/13	Sheridan Corbeil	J Mogler Bank Records, WF Act. 8678, 08 11 - 05 12	MOGLER000486	MOGLER000561	Doc's Recv'd from Sheridan Corbeil 07 15 13
18	07/15/13	07/15/13	Sheridan Corbeil	Tri-Core Co. LLC Financial Records & Bank Records, WF 0397, 08 - 06 11	TRI_C000003	TRI_C001447	Doc's Recv'd from Sheridan Corbeil 07 15 13
19	07/15/13	07/15/13	Sheridan Corbeil	Tri-Core BD LLC Bank Records, WF Act. 7922, 04 10 - 05 12	TRI_BD000001	TRI_BD000079	Doc's Recv'd from Sheridan Corbeil 07 15 13
20	07/15/13	07/15/13	Sheridan Corbeil	Tri-Core BD LLC Bank Records, WF Act. 7001, 05 10 - 03 12	TRI_BD000080	TRI_BD000214	Doc's Recv'd from Sheridan Corbeil 07 15 13
21	07/15/13	07/15/13	Sheridan Corbeil	Tri-Core BD LLC Bank Records, WF Act. 7001, 04 12	TRI_BD000295	TRI_BD000301	Doc's Recv'd from Sheridan Corbeil 07 15 13
22	07/15/13	07/15/13	Sheridan Corbeil	Tri-Core BD LLC Bank Records, WF Act. 3722, 05 10 - 03 11	TRI_BD000215	TRI_BD000294	Doc's Recv'd from Sheridan Corbeil 07 15 13
23							
24							

EXHIBIT
S-262
ADMITTED

Daves Exhibit 6
DATE 12-12-13
Colette E. Ross
CCR No. 50656

ACC013659
FILE #8337

Documents Received from Jim Stevens on July 11, 2013

1. June 26, 2007, opinion letter from attorney Charles M. Radosevich confirming unlimited exposure of Jim Stevens to liability resulting from default on the promissory notes issued by Tri Core Mexico in connection with private placement memo is unlimited

2. June 29, 2007, Independent Contractor Agreement between Tri-Core Mexico Land Development, LLC and Tri-Core Business Development, LLC

3. Lot 5 Total Estimated Residual Land Value of $63,580,000

4. Description of the Lot 5 Notes and Use of Proceeds from Sale of the Notes in the amount of $3.5 million

5. Drawing of Santa Clara Resort Development, including lots 1-5

6. Resume of Jim Stevens

7. March 12, 2008, Form D Notice of Sale of Securities re Lot 5 Notes

8. September 26, 2006 partnership agreement between Jack Vinson Gibbons, Jr., James L. Stevens, and Sylvia Torres

9. Mexican Lawyer, Sergio Enrique Diaz Caro, documents in Spanish and evidence of a $50K payment to Alberto Frias Beas from JAVL, LLC

10. 2012 Receipts

11. 2011 Receipts

12. 2010 Receipts

13. 2009 Receipts

14. 2008 Receipts

15. 2007 Receipts

Davis EXHIBIT 7
DATE 12-12-13
Odette E. Ross
CCR No. [illegible]

EXHIBIT
S-263
ADMITTED

Exhibit 7

Davis 8
12-12-13

EXHIBIT
tabbies
S-264

LOT S TOTAL

Total Estimated Residual Land Value			Discounted Cash Flow Analysis							
$63,580,000										Total # Months
No. Lots		1320	12	24	36	48	60	72	84	84
Number of Months		84	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	TOTALS
Number of Years		7	264	264	264	264	132	132	0	1,320
			264	528	792	1056	1188	1320	1320	
			264	264	264	264	132	132	0	1,320
Average Lot/Condo Sale Price		$153,750	$40,590,000	$42,819,500	$44,750,475	$46,987,999	$24,668,699	$25,902,134	$0	$225,518,807
Period Gross Revenue			$40,590,000	$83,209,500	$127,959,975	$174,947,974	$199,616,673	$225,518,807	$225,518,807	
Gross Revenue		$225,518,807								
Income Growth Rate (Annual Rate in Percentage)		5.00%								
Absorption Per Month		16.00								
Expenses										
Marketing & Commissions	10.00%	$22,551,881	$4,059,000	$4,261,950	$4,475,048	$4,699,800	$2,466,870	$2,590,213	$0	$22,551,881
Admin	2.00%	$4,040,000	$808,000	$808,000	$808,000	$808,000	$404,000	$404,000	$0	$4,040,000
Misc	1.00%	$2,550,000	$510,000	$765,000	$765,000	$255,000	$255,000	$0	$0	$2,550,000
Subtotal Expenses		$29,141,881	$5,377,000	$5,834,950	$6,048,048	$5,761,800	$3,125,870	$2,994,213	$0	$29,141,881
Entrepreneurial Profit @	15.00%	$33,827,821	$6,088,500	$6,392,925	$6,712,571	$7,048,200	$3,700,305	$3,885,320	$0	$33,827,821
Total Expenses		$62,969,702	$10,147,500	$10,654,875	$11,187,619	$11,747,000	$6,167,175	$6,475,534	$0	($62,969,702)
Net Revenue- Finished Lots/Condos		$162,549,106	$29,124,500	$30,391,625	$31,969,856	$34,177,999	$17,842,525	$19,022,601	$0	$162,549,106
Discount Rate		15.00%								Sell Out Value
Bulk Value - Finished Lots/Condos		$103,174,123								$103,174,123
Estimated Development Costs		($39,600,000)							$0	0.36222
Residual Land Value		$63,580,000	$25,091,007	$22,556,575	$20,454,607	$18,827,173	$8,467,484	$7,777,278	0	
	Discount Rate Factor		0.86151	0.74220	0.63941	0.55088	0.47457	0.40884		

ACC014208
FILE #8337

From: Kevin Kuhlman
To: "jasonmogler@gmail.com"
Subject: Follow-Up Questions
Date: Wednesday, August 07, 2013 10:54:00 AM
Attachments: image001.png
Possible Business Expenses.pdf
Unknown Expenses.pdf

Jason,

I've attached a couple of PDF files with some expenses that I've had a difficulty identifying and/or categorizing. I've also attached a PDF of some transactions in your personal accounts that could potentially be business oriented. If you could take a look at these and let me know what you think.

Kindest regards,

Kevin Kuhlman

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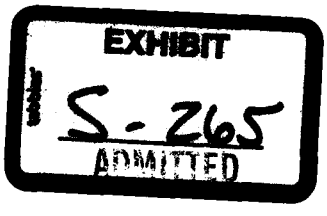
Davis EXHIBIT 9
DATE 12-12-13
Odetta E. Rosa
CCR No. 50858



Jason Mogler Personal Accounts
Main Database

Sort #	Account	Date	Type	Name/Payee	Deposits	Withdrawals	Initials	Source Type
0491-51	Mogler 0491	9/15/2011	Debit	Home Depot		21.79	JC	Bank Statements
0491-67	Mogler 0491	9/21/2011	Debit	Best Buy		131.14	JC	Bank Statements
0491-102	Mogler 0491	10/11/2011	Debit	Best Buy		296.16	JC	Bank Statements
0491-119	Mogler 0491	10/17/2011	Debit	Best Buy		765.09	JC	Bank Statements
0491-133	Mogler 0491	10/21/2011	Debit	Best Buy		546.49	JC	Bank Statements
0491-134	Mogler 0491	10/21/2011	Debit	Best Buy		448.11	JC	Bank Statements
0491-166	Mogler 0491	10/31/2011	Debit	Best Buy		939.95	JC	Bank Statements
0491-183	Mogler 0491	11/7/2011	Debit	Best Buy		1,587.52	JC	Bank Statements
0491-307	Mogler 0491	1/17/2012	Debit	Best Buy		199.96	JC	Bank Statements
8678-80	Mogler 8678	9/16/2011	Purchase	Best Buy		60.09	EO	Bank Statements
8678-121	Mogler 8678	10/6/2011	Purchase	Best Buy		284.16	EO	Bank Statements
8678-247	Mogler 8678	11/7/2011	Purchase	Recurring Credit Card Payment Cox		220.71	EO	Bank Statements
8678-447	Mogler 8678	12/28/2011	Deposit	Recurring Debit Card Payment DIRECTV		180.95	EO	Bank Statements
8678-494	Mogler 8678	1/11/2012	Purchase	Enterprise Rent-A-Car		25.00	EO	Bank Statements
8678-516	Mogler 8678	1/18/2012	Purchase	Enterprise Rent-A-Car		50.00	EO	Bank Statements
8678-517	Mogler 8678	1/18/2012	Purchase	Enterprise Rent-A-Car		50.00	EO	Bank Statements
8678-518	Mogler 8678	1/18/2012	Purchase	Enterprise Rent-A-Car		50.00	EO	Bank Statements
8678-597	Mogler 8678	2/1/2012	Purchase	Best Buy		101.63	EO	Bank Statements
8678-614	Mogler 8678	2/7/2012	Purchase	Best Buy		158.42	EO	Bank Statements
8678-692	Mogler 8678	2/28/2012	Purchase	Recurring Debit Card Payment DIRECTV		138.54	EO	Bank Statements
8678-806	Mogler 8678	3/20/2012	Purchase	Best Buy		87.42	EO	Bank Statements
8678-1029	Mogler 8678	5/7/2012	Purchase	Best Buy		153.21	EO	Bank Statements

Tri-Core Entities
Main Database

Sort #	Account	Date	Type Name/Payee	Memo	Deposits	Withdrawals	Initials	Source Type Notes by J. Mogler 8/2/13
4900-47	ERCNV 4900	08/04/11	Check Luz Arellano			450.00	KK	Check Copy
4900-196	ERCNV 4900	09/28/11	Debit Organics Nevada	Medical Reimbursement		4,000.00	KK	Bank Statement
4900-204	ERCNV 4900	09/29/11	Check Juan Romero			145.00	KK	Check Copy
4900-179	ERCNV 4900	09/20/11	Check Ryan Chester			686.66	KK	Check Copy
4900-180	ERCNV 4900	09/20/11	Check Ryan Chester			338.39	KK	Check Copy
4900-174	ERCNV 4900	09/20/11	Check Century Link	acct # 309412867		281.98	KK	Check Copy
4900-219	ERCNV 4900	10/06/11	Debit River City Petroleum			583.81	KK	Bank Statement
4900-223	ERCNV 4900	09/30/11	Check Century Link	Account 309412867		438.77	KK	Check Copy
4900-230	ERCNV 4900	10/01/11	Check TUAMOTM, Inc.			590.00	KK	Check Copy
4900-387	ERCNV 4900	11/01/11	Check TAUMOTM, Inc.			300.00	KK	Check Copy
4900-318	ERCNV 4900	10/28/11	Check Xylence Energy Drink	Refund of Double Payments		1,400.00	KK	Check Copy
4900-525	ERCNV 4900	12/01/11	Check TAUMOTM, Inc.			300.00	KK	Check Copy
4900-578	ERCNV 4900	01/06/12	Debit River City Petroleum			623.19	EO	Bank Statement
4900-637	ERCNV 4900	01/20/12	Debit Sears Com Internet			140.90	EO	Bank Statement
4900-701	ERCNV 4900	02/06/12	Debit Stop Payment Fee			31.00	EO	Bank Statement
4900-725	ERCNV 4900	01/27/12	Check Starwood	Invoice 1		600.00	KK	Check Copy
4900-923	ERCNV 4900	03/26/12	Check Jesse R Maddox			369.75	KK	Check Copy
4900-922	ERCNV 4900	03/26/12	Check Jon M. Hurtig			429.25	KK	Check Copy
4900-942	ERCNV 4900	03/26/12	Check Jonathan Hurtig			212.50	KK	Check Copy
4900-1001	ERCNV 4900	03/26/12	Check Dave LeClerq			817.50	KK	Check Copy
4900-418	ERCNV 4900	11/30/11	Deposit Century Link		84.33		KK	Check Copy
4900-481	ERCNV 4900	12/12/11	Deposit TRE Holdings, LLC		175.00		KK	Check Copy
4900-575	ERCNV 4900	01/06/12	Deposit TRC		275.00		EO	Bank Statement
4900-777	ERCNV 4900	02/24/12	Deposit Windset Greenhouses Nevada		1,200.00		KK	Check Copy
4900-863	ERCNV 4900	03/14/12	Deposit Windset Greenhouses Nevada		300.00		KK	Check Copy
4900-901	ERCNV 4900	03/27/12	Deposit Santa Barbara Upholstery		355.00		KK	Check Copy
4900-995	ERCNV 4900	04/13/12	Deposit Windset Greenhouses Nevada		300.00		KK	Check Copy
4900-996	ERCNV 4900	04/13/12	Deposit Windset Greenhouses Nevada		1,200.00		KK	Check Copy
0397-84	TCC 0397	11/30/09	Check William D. Bishop	No Check Copy Found		156.00	KK	Bank Statement Don't know who this is…invesstigate
0397-182	TCC 0397	1/8/2010	Check			2,400.00	JC	Bank Statements
0397-190	TCC 0397	1/11/2010	Check The Shiha Corporation			700.00	JC	Bank Statements No Idea
0397-240	TCC 0397	1/25/2010	Check Robert Rue			150.00	JC	Bank Statements
0397-311	TCC 0397	2/10/2010	Debit Taylor			49.02	JC	Bank Statements
0397-448	TCC 0397	3/9/2010	Check David Aller			150.00	KK	Check Copy
0397-580	TCC 0397	4/15/2010	Check Sylastine			600.00	KK	Check Copy
0397-677	TCC 0397	4/30/2010	Check Travelers			418.00	KK	Check Copy
0397-816	TCC 0397	6/1/2010	Check Travelers Insurance	Acct. No. 5312Y7145		248.00	KK	Check Copy
0397-947	TCC 0397	7/6/2010	Debit Home Depot	Oshawa, Canada		945.11	JC	Bank Statements Potentially when Card was Stolen
0397-949	TCC 0397	7/6/2010	Debit Tire Store	Oshawa, Canada		943.41	JC	Bank Statements Potentially when Card was Stolen
0397-951	TCC 0397	7/6/2010	Debit LCBO/Rao	Oshawa, Canada		691.02	JC	Bank Statements Potentially when Card was Stolen
0397-1076	TCC 0397	7/26/2010	Deposit Red Mountain Productions, LLC		8,000.00		JC	Bank Statements
0397-1357	TCC 0397	9/20/2010	Debit Los Abrigados Resort			404.90	JC	Bank Statements
0397-1364	TCC 0397	9/20/2010	Debit Los Abrigados Resort			103.41	JC	Bank Statements
0397-1366	TCC 0397	9/20/2010	Debit Los Abrigados Resort			41.83	JC	Bank Statements
0397-1526	TCC 0397	10/27/2010	Debit Qwest Communications			118.52	JC	Bank Statements
0397-1573	TCC 0397	10/28/2010	Check Sergey Sereda			1,500.00	KK	Check Copy
0397-1811	TCC 0397	12/13/2010	Debit Ponderosa			63.14	JC	Bank Statements Dining
0397-1797	TCC 0397	12/7/2010	Check Michael Caswell			2,000.00	KK	Check Copy
0397-1836	TCC 0397	12/13/2010	Check Stephanie Ann Vehon	Tony Salazar		4,347.00	KK	Check Copy
0397-1934	TCC 0397	12/28/2010	Check Geoffrey Rivers			972.00	KK	Check Copy
0397-1793	TCC 0397	12/1/2010	Check Jennifer Scott			1,295.00	KK	Check Copy

ACC013395.002
FILE #8337

From: Kevin Kuhlman
To: "jasonmogler@gmail.com"
Subject: RE: Follow-Up Questions
Date: Wednesday, August 07, 2013 1:11:00 PM
Attachments: Contractor Database.pdf
image001.png

Jason,

I've also created a database of all the transactions we identified as contractors. For Peter's reference, I've been trying to identify what services each contractor provided but am coming up short on a few of them, primarily the individual persons listed. If you could go through this list and identify each of the contractors I've labeled with a "?" it would be a great help.

Kevin

From: Kevin Kuhlman
Sent: Wednesday, August 07, 2013 10:55 AM
To: 'jasonmogler@gmail.com'
Subject: Follow-Up Questions

Jason,

I've attached a couple of PDF files with some expenses that I've had a difficulty identifying and/or categorizing. I've also attached a PDF of some transactions in your personal accounts that could potentially be business oriented. If you could take a look at these and let me know what you think.

Kindest regards,

Kevin Kuhlman

Davis EXHIBIT 10
DATE 12-12-13
Colette E. Ross
CCR No. 50658

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EXHIBIT
S-266
ADMITTED

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ACC013394
FILE #8337

Category	Contractors

Row Labels	Values Sum of Withdrawals	Sum of Deposits	Work Performed
Air Plaza Inc.	129.96		?
Almon Hardtmann	15,000.00		Business consulting
AM Fire & Electronic	610.00		Electrician
Andrades Cleaning Company	2,340.67		Cleaning for rental properties
Andrew Clay	2,500.00		Construction
Andy Clay	500.00		Construction
ArteBella	10,400.00		Interior design for rental properties
Bell Stone Company	3,080.05		Landscaping for rental properties
Bestway Recycling	24,600.00		Recycling services
Bestway Recycling Co., Inc.	7,800.00		Recycling services
Bianca Mostafa	1,500.00		?
Camelback Moving Inc	471.25		Transportation
Cayenne Consulting	11,500.00		Business consulting
Charissa Price	600.00		?
Charles Lee Wright	80.00		Glass repair at 1020 Missouri property
Commonwealth Electric	136.29		Electrical services for rental properties
Complete Heavyworx	1,275.00		Cleaning services
Copies Y Mas Inc.	6,217.02		Copying services
Copyfast Paper and Ink, Inc.	414.01		Copying services
Dale Carnegie Training	1,595.00		Leadership training
Discount Dumpster	24,792.86	540.00	Waste disposal services
Dotty's	413.75		Recycling services
Dun and Bradstreet	229.00		Business consulting
Envision Painting	335.00		Painting for rental properties
Firmin Berta	1,125.00		?
Five Star Maintenance	10,000.00		Landscaping for rental properties
Frankie Mendoza	46,865.00		Video and web productions
G. Brandon Smith	600.00		?
GordonGraphics, Inc.	8,276.22		Printing and design services
Harland Clarke Check	264.99		Marketing services
Harland Clarke Check/Acc	265.60		Marketing services
Harland Clarke Check/Acc. 5402	92.25		Marketing services
Harland Clarke Checking Account 5482	149.53		Marketing services
Harland Clarke Checking Acct. 5402	97.12		Marketing services
HSBC Bank USA	5,000.00		? (Bianca Mustafa)
Hydra-Gear	9,709.26		Equipment repair
Image Empowering	5,691.00		Business consulting
Iris Scerca	2,500.00		?
Jeffrey Flett	500.00		?
Jenny Johnson	22,600.00		?
Joe Russo	9,300.00		Video production for Mexico contract
Jose Luis Bolanos	500.00		?
Kiplinger Editors	89.00		Business consulting
Legalzoom.com	205.94		Legal services
Lions Gate Technology	35,304.98		IT services
Lunas Construction Clean-Up	16,626.73		Construction
Maria Jesus Portillo	900.00		?
Mario Del Angel	80.00		Legal services in Mexico
Michael Benson	13,885.00		?
Michelle Buckley	15.00		Landscaping
Morrison Security Group, Inc.	16,885.00		Security personnel for rental properties
National Registered Agents Inc.	460.00		Legal services
National Registered Agents, Inc.	115.00		Legal services
Nicole Kordosky	18,638.71		?
Nicole Williams	900.00		?
Ortega Trucking	2,585.00		Transportation services in Mexico
Ovidio O. Ortega	3,760.00		Transportation services in Mexico
Ovidio O. Ortega-Flores	2,754.28		Transportation services in Mexico

Pacific Office	608.37		Document management
Pacific Office Automation	2,643.38		Document management
Pacifico Services	1,420.00		Landscaping
Perfect Floors	4,057.71		Flooring for rental property 7014
PFSPay	475.61		Account management services
Professional Employment Solutions	156.00		Staff Consulting
Renegade Electric	2,073.00		Electrician
RGC	4,262.00		Woodwork
Rocksauce Studios, LLC	5,832.50		Mobile web development
Salesforce.com Service	4,184.45		CRM and Cloud development
Sarah Buckley	10.00		Landscaping
Sarah Butterworth	1,500.00		?
Sponsor IQ, LLC	5,000.00		Business consulting
Stephanie Miles	3,000.00		?
Tech Move	500.00		IT Logistics
Thomas Pallet Rebuilders, Inc.	727.96		Pallet repairs
Tony Salazar	568.33		?
Tri-Core	72.72		?
Tri-Core Engineering	12,744.00		?
V.I.M. Recyclers, L.P.	850.00		Recycling services
Vernon Penner	40,396.70		Legal services in Mexico
Western Elite Waste Management	40,829.44		Waste disposal services
WM Ezpay	474.31		Waste disposal services
Grand Total	**485,646.95**	**540.00**	

From: Jason M
To: Kevin Kuhlman
Subject: Re: Follow-Up Questions
Date: Thursday, August 08, 2013 9:35:28 AM
Attachments: ContractorsDatabase.xlsx

---

attached is excel spreadsheet with explain - for database contractors

On Wed, Aug 7, 2013 at 6:44 PM, Jason Miller <jasonmogler@gmail.com> wrote:

Under possible : cox direct tv are personal

Sent from my iPhone - Jason Todd Mogler

On Aug 7, 2013, at 7:54 AM, "Kevin Kuhlman" <KKuhlman@simonconsulting.net> wrote:

Jason,

I've attached a couple of PDF files with some expenses that I've had a difficulty identifying and/or categorizing. I've also attached a PDF of some transactions in your personal accounts that could potentially be business oriented. If you could take a look at these and let me know what you think.

Kindest regards,

Kevin Kuhlman

<image001.png>

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Please consider the environment before printing this email.

<Possible Business Expenses.pdf>

<Unknown Expenses.pdf>

ContractorsDatabase

	A	B	C
1	AirPlaza	Breakfast with Mark Sherman (Investor)	
2	Bianca Mostafa	Business Consultant	
3	Charles Lee Wright	Investor Payment	
4	Firmin Berta	Investor Payment	
5	G. Brandon Smith	Investor Payment	
6	Iris Serca	Graphic Design	
7	Jeffrey Flett	Labor	
8	Jenny Johnson	Web Services	
9	Kiplinger Editors	Research	
10	Michael Benson	Business Consultant	
11	Sarah Butterwrth	Personal	
12	Stephanie Miles	Web Services	
13	Tony Salazar	Reimbursement - Employee	
14	Tri-Core Engineering	Engineering	
15	TriCore $72.72	Engineering Reimbursement	

ACC013391.001
FILE #8337

From: Jason M
To: Kevin Kuhlman
Subject: Re: Unknown Transactions
Date: Saturday, August 17, 2013 7:38:01 PM
Attachments: Unknowns-Kevin(V2nowKnown0.xlsx
image001.png

Updated version 2

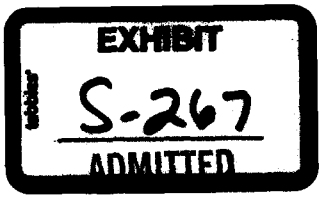
On Wed, Aug 14, 2013 at 6:18 PM, Kevin Kuhlman <KKuhlman@simonconsulting.net> wrote:

Jason,

I've attached a spreadsheet that has all the unknown transactions that still need to be identified. If you could go through these and fill in some of the blanks it would be greatly appreciated.

Kindest regards,

Kevin Kuhlman



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Davis EXHIBIT 11
DATE 12-12-13
Colette E. Ross
CCR No. 50658

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	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
2	TCBD 7001	1/3/2012	2012	Check	1091			Unknown Check		1,795.00	Investor Payment
3	TCBD 7001	1/3/2012	2012	Check	1336			Unknown Check		800.00	Investor Payment
4	TCBD 7001	1/4/2012	2012	Check	1381			Unknown Check		1,272.00	Investor Payment
5	TCBD 7001	1/4/2012	2012	Check	1397			Unknown Check		700.00	Investor Payment
6	TCBD 7001	1/5/2012	2012	Check	1400			Unknown Check		2,927.83	Investor Payment
7	TCBD 7001	1/5/2012	2012	Check	1410			Unknown Check		2,280.00	Investor Payment
8	TCBD 7001	1/5/2012	2012	Check	1411			Unknown Check		2,255.38	Investor Payment
9	TCBD 7001	1/5/2012	2012	Check	1405			Unknown Check		990.00	Investor Payment
10	TCBD 7001	1/5/2012	2012	Check	1356			Unknown Check		957.46	Investor Payment
11	TCBD 7001	1/5/2012	2012	Check	1409			Unknown Check		896.00	Investor Payment
12	TCBD 7001	1/5/2012	2012	Check	1392			Unknown Check		800.00	Investor Payment
13	TCBD 7001	1/5/2012	2012	Check	1378			Unknown Check		742.00	Investor Payment
14	TCBD 7001	1/5/2012	2012	Check	1394			Unknown Check		500.00	Investor Payment
15	TCBD 7001	1/5/2012	2012	Check	1408			Unknown Check		500.00	Investor Payment
16	TCBD 7001	1/5/2012	2012	Check	1406			Unknown Check		500.00	Investor Payment
17	TCBD 7001	1/5/2012	2012	Check	1407			Unknown Check		500.00	Investor Payment
18	TCBD 7001	1/5/2012	2012	Check	1404			Unknown Check		500.00	Investor Payment
19	TCBD 7001	1/6/2012	2012	Check	1357			Unknown Check		8,206.45	Investor Payment
20	TCBD 7001	1/6/2012	2012	Check	1379			Unknown Check		6,360.00	Investor Payment
21	TCBD 7001	1/6/2012	2012	Check	1358			Unknown Check		2,735.48	Investor Payment
22	TCBD 7001	1/6/2012	2012	Check	1380			Unknown Check		2,120.00	Investor Payment
23	TCBD 7001	1/6/2012	2012	Check	1412			Unknown Check		1,200.00	Investor Payment
24	TCBD 7001	1/6/2012	2012	Check	1413			Unknown Check		1,066.67	Investor Payment
25	TCBD 7001	1/9/2012	2012	Check	1372			Unknown Check		2,551.00	Investor Payment
26	TCBD 7001	1/9/2012	2012	Check	1375			Unknown Check		1,260.00	Investor Payment
27	TCBD 7001	1/9/2012	2012	Check	1373			Unknown Check		1,000.00	Investor Payment
28	TCBD 7001	1/9/2012	2012	Check	1369			Unknown Check		980.00	Investor Payment
29	TCBD 7001	1/9/2012	2012	Check	1370			Unknown Check		860.00	Investor Payment
30	TCBD 7001	1/9/2012	2012	Check	1415			Unknown Check		749.07	Investor Payment
31	TCBD 7001	1/9/2012	2012	Check	1371			Unknown Check		708.96	Investor Payment
32	TCBD 7001	1/9/2012	2012	Check	1376			Unknown Check		660.00	Investor Payment
33	TCBD 7001	1/9/2012	2012	Check	1398			Unknown Check		600.00	Investor Payment
34	TCBD 7001	1/9/2012	2012	Check	1366			Unknown Check		500.00	Investor Payment
35	TCBD 7001	1/9/2012	2012	Check	1367			Unknown Check		500.00	Investor Payment
36	TCBD 7001	1/9/2012	2012	Check	1362			Unknown Check		450.00	Investor Payment
37	TCBD 7001	1/9/2012	2012	Check	1374			Unknown Check		441.00	Investor Payment
38	TCBD 7001	1/9/2012	2012	Check	1387			Unknown Check		400.00	Investor Payment
39	TCBD 7001	1/9/2012	2012	Check	1377			Unknown Check		318.00	Investor Payment
40	TCBD 7001	1/9/2012	2012	Check	1414			Unknown Check		313.76	Investor Payment
41	TCBD 7001	1/11/2012	2012	Check	1401			Unknown Check		600.00	Investor Payment
42	TCBD 7001	1/12/2012	2012	Check	1395			Unknown Check		800.00	Investor Payment
43	TCBD 7001	1/12/2012	2012	Check	1002			Unknown Check		364.80	Investor Payment
44	TCBD 7001	1/13/2012	2012	Check	1361			Unknown Check		1,500.00	Investor Payment
45	TCBD 7001	1/13/2012	2012	Check	1403			Unknown Check		600.00	Investor Payment
46	TCBD 7001	1/13/2012	2012	Check	1396			Unknown Check		500.00	Investor Payment
47	TCBD 7001	1/13/2012	2012	Check	1363			Unknown Check		300.00	Investor Payment
48	TCBD 7001	1/17/2012	2012	Check	1003			Unknown Check		2,268.75	Investor Payment

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
49	TCBD 7001	1/17/2012	2012	Check	1153			Unknown Check		1,100.00	Investor Payment
50	TCBD 7001	1/17/2012	2012	Check	1393			Unknown Check		800.00	Investor Payment
51	TCBD 7001	1/20/2012	2012	Check	1364			Unknown Check		300.72	Investor Payment
52	TCBD 7001	1/30/2012	2012	Check	1365			Unknown Check		187.50	Investor Payment
53	TCBD 7001	1/31/2012	2012	Check	1154			Unknown Check		1,200.00	Investor Payment
54	TCBD 7001	2/2/2012	2012	Check	1417			Unknown Check		2,438.00	Investor Payment
55	TCBD 7001	2/3/2012	2012	Check	1469			Unknown Check		2,927.83	Investor Payment
56	TCBD 7001	2/3/2012	2012	Check	1480			Unknown Check		2,280.00	Investor Payment
57	TCBD 7001	2/3/2012	2012	Check	1471			Unknown Check		2,255.38	Investor Payment
58	TCBD 7001	2/3/2012	2012	Check	1475			Unknown Check		990.00	Investor Payment
59	TCBD 7001	2/3/2012	2012	Check	1479			Unknown Check		896.00	Investor Payment
60	TCBD 7001	2/3/2012	2012	Check	1434			Unknown Check		826.80	Investor Payment
61	TCBD 7001	2/3/2012	2012	Check	1478			Unknown Check		500.00	Investor Payment
62	TCBD 7001	2/3/2012	2012	Check	1477			Unknown Check		500.00	Investor Payment
63	TCBD 7001	2/3/2012	2012	Check	1476			Unknown Check		500.00	Investor Payment
64	TCBD 7001	2/3/2012	2012	Check	1474			Unknown Check		500.00	Investor Payment
65	TCBD 7001	2/6/2012	2012	Check	1437			Unknown Check		2,226.00	Investor Payment
66	TCBD 7001	2/6/2012	2012	Check	1436			Unknown Check		2,226.00	Investor Payment
67	TCBD 7001	2/6/2012	2012	Check	1423			Unknown Check		1,272.00	Investor Payment
68	TCBD 7001	2/6/2012	2012	Check	1426			Unknown Check		800.00	Investor Payment
69	TCBD 7001	2/6/2012	2012	Check	1466			Unknown Check		700.00	Investor Payment
70	TCBD 7001	2/6/2012	2012	Check	1463			Unknown Check		500.00	Investor Payment
71	TCBD 7001	2/6/2012	2012	Check	1467			Unknown Check		300.00	Investor Payment
72	TCBD 7001	2/7/2012	2012	Check	1427			Unknown Check		1,000.00	Investor Payment
73	TCBD 7001	2/7/2012	2012	Check	1461			Unknown Check		800.00	Investor Payment
74	TCBD 7001	2/7/2012	2012	Check	1430			Unknown Check		572.40	Investor Payment
75	TCBD 7001	2/7/2012	2012	Check	1452			Unknown Check		300.72	Investor Payment
76	TCBD 7001	2/8/2012	2012	Check	1444			Unknown Check		2,551.00	Investor Payment
77	TCBD 7001	2/8/2012	2012	Check	1435			Unknown Check		1,378.00	Investor Payment
78	TCBD 7001	2/8/2012	2012	Check	1447			Unknown Check		1,260.00	Investor Payment
79	TCBD 7001	2/8/2012	2012	Check	1433			Unknown Check		1,119.36	Investor Payment
80	TCBD 7001	2/8/2012	2012	Check	1445			Unknown Check		1,000.00	Investor Payment
81	TCBD 7001	2/8/2012	2012	Check	1441			Unknown Check		980.00	Investor Payment
82	TCBD 7001	2/8/2012	2012	Check	1429			Unknown Check		877.89	Investor Payment
83	TCBD 7001	2/8/2012	2012	Check	1442			Unknown Check		860.00	Investor Payment
84	TCBD 7001	2/8/2012	2012	Check	1443			Unknown Check		708.96	Investor Payment
85	TCBD 7001	2/8/2012	2012	Check	1448			Unknown Check		660.00	Investor Payment
86	TCBD 7001	2/8/2012	2012	Check	1438			Unknown Check		500.00	Investor Payment
87	TCBD 7001	2/8/2012	2012	Check	1450			Unknown Check		450.00	Investor Payment
88	TCBD 7001	2/8/2012	2012	Check	1446			Unknown Check		441.00	Investor Payment
89	TCBD 7001	2/8/2012	2012	Check	1481			Unknown Check		424.00	Investor Payment
90	TCBD 7001	2/8/2012	2012	Check	1419			Unknown Check		318.00	Investor Payment
91	TCBD 7001	2/8/2012	2012	Check	1424			Unknown Check		313.76	Investor Payment
92	TCBD 7001	2/9/2012	2012	Check	1421			Unknown Check		6,360.00	Investor Payment
93	TCBD 7001	2/9/2012	2012	Check	1422			Unknown Check		2,120.00	Investor Payment
94	TCBD 7001	2/9/2012	2012	Check	1464			Unknown Check		800.00	Investor Payment
95	TCBD 7001	2/9/2012	2012	Check	1420			Unknown Check		742.00	Investor Payment

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
96	TCBD 7001	2/9/2012	2012	Check	1456			Unknown Check		400.00	Investor Payment
97	TCBD 7001	2/10/2012	2012	Check	1449			Unknown Check		1,500.00	Investor Payment
98	TCBD 7001	2/10/2012	2012	Check	1465			Unknown Check		500.00	Investor Payment
99	TCBD 7001	2/13/2012	2012	Check	1473			Unknown Check		600.00	Investor Payment
100	TCBD 7001	2/13/2012	2012	Check	1470			Unknown Check		600.00	Investor Payment
101	TCBD 7001	2/13/2012	2012	Check	1468			Unknown Check		600.00	Investor Payment
102	TCBD 7001	2/14/2012	2012	Check	no number		no number	Unknown Check		300.00	Investor Payment
103	TCBD 7001	2/21/2012	2012	Check	1432			Unknown Check		705.96	Investor Payment
104	TCBD 7001	2/21/2012	2012	Check	1453			Unknown Check		187.50	Investor Payment
105	TCBD 7001	2/23/2012	2012	Check	1439			Unknown Check		500.00	Investor Payment
106	TCBD 7001	2/24/2012	2012	Check	1462			Unknown Check		800.00	Investor Payment
107	TCBD 7001	3/2/2012	2012	Check	1156			Unknown Check		1,500.00	Investor Payment
108	TCBD 7001	3/2/2012	2012	Check	1507			Unknown Check		800.00	Investor Payment
109	TCBD 7001	3/2/2012	2012	Check	1557			Unknown Check		318.00	Investor Payment
110	TCBD 7001	3/5/2012	2012	Check	1564			Unknown Check		1,908.00	Investor Payment
111	TCBD 7001	3/5/2012	2012	Check	1563			Unknown Check		1,908.00	Investor Payment
112	TCBD 7001	3/5/2012	2012	Check	1550			Unknown Check		1,272.00	Investor Payment
113	TCBD 7001	3/5/2012	2012	Check	1512			Unknown Check		700.00	Investor Payment
114	TCBD 7001	3/5/2012	2012	Check	1516			Unknown Check		600.00	Investor Payment
115	TCBD 7001	3/5/2012	2012	Check	1509			Unknown Check		500.00	Investor Payment
116	TCBD 7001	3/5/2012	2012	Check	1158			Unknown Check		500.00	Investor Payment
117	TCBD 7001	3/5/2012	2012	Check	1559			Unknown Check		392.20	Investor Payment
118	TCBD 7001	3/5/2012	2012	Check	1514			Unknown Check		300.00	Investor Payment
119	TCBD 7001	3/6/2012	2012	Check	1544			Unknown Check		3,036.00	Investor Payment
120	TCBD 7001	3/6/2012	2012	Check	1515			Unknown Check		2,927.83	Investor Payment
121	TCBD 7001	3/6/2012	2012	Check	1526			Unknown Check		2,280.00	Investor Payment
122	TCBD 7001	3/6/2012	2012	Check	1517			Unknown Check		2,255.38	Investor Payment
123	TCBD 7001	3/6/2012	2012	Check	1554			Unknown Check		1,000.00	Investor Payment
124	TCBD 7001	3/6/2012	2012	Check	1521			Unknown Check		990.00	Investor Payment
125	TCBD 7001	3/6/2012	2012	Check	1525			Unknown Check		896.00	Investor Payment
126	TCBD 7001	3/6/2012	2012	Check	1510			Unknown Check		800.00	Investor Payment
127	TCBD 7001	3/6/2012	2012	Check	1553			Unknown Check		800.00	Investor Payment
128	TCBD 7001	3/6/2012	2012	Check	1561			Unknown Check		636.00	Investor Payment
129	TCBD 7001	3/6/2012	2012	Check	1431			Unknown Check		593.60	Investor Payment
130	TCBD 7001	3/6/2012	2012	Check	1565			Unknown Check		551.20	Investor Payment
131	TCBD 7001	3/6/2012	2012	Check	1523			Unknown Check		500.00	Investor Payment
132	TCBD 7001	3/6/2012	2012	Check	1522			Unknown Check		500.00	Investor Payment
133	TCBD 7001	3/6/2012	2012	Check	1524			Unknown Check		500.00	Investor Payment
134	TCBD 7001	3/6/2012	2012	Check	1520			Unknown Check		500.00	Investor Payment
135	TCBD 7001	3/6/2012	2012	Check	1558			Unknown Check		318.00	Investor Payment
136	TCBD 7001	3/7/2012	2012	Check	1519			Unknown Check		600.00	Investor Payment
137	TCBD 7001	3/7/2012	2012	Check	1541			Unknown Check		300.72	Investor Payment
138	TCBD 7001	3/7/2012	2012	Check	1540			Unknown Check		300.00	Investor Payment
139	TCBD 7001	3/8/2012	2012	Check	1566			Unknown Check		3,086.72	Investor Payment
140	TCBD 7001	3/8/2012	2012	Check	1533			Unknown Check		2,551.00	Investor Payment
141	TCBD 7001	3/8/2012	2012	Check	1536			Unknown Check		1,260.00	Investor Payment
142	TCBD 7001	3/8/2012	2012	Check	1562			Unknown Check		1,060.00	Investor Payment

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
143	TCBD 7001	3/8/2012	2012	Check	1428			Unknown Check		1,060.00	Investor Payment
144	TCBD 7001	3/8/2012	2012	Check	1567			Unknown Check		1,017.60	Investor Payment
145	TCBD 7001	3/8/2012	2012	Check	1534			Unknown Check		1,000.00	Investor Payment
146	TCBD 7001	3/8/2012	2012	Check	1530			Unknown Check		980.00	Investor Payment
147	TCBD 7001	3/8/2012	2012	Check	1531			Unknown Check		860.00	Investor Payment
148	TCBD 7001	3/8/2012	2012	Check	1532			Unknown Check		708.96	Investor Payment
149	TCBD 7001	3/8/2012	2012	Check	1560			Unknown Check		699.60	Investor Payment
150	TCBD 7001	3/8/2012	2012	Check	1537			Unknown Check		660.00	Investor Payment
151	TCBD 7001	3/8/2012	2012	Check	1556			Unknown Check		642.36	Investor Payment
152	TCBD 7001	3/8/2012	2012	Check	1527			Unknown Check		500.00	Investor Payment
153	TCBD 7001	3/8/2012	2012	Check	1539			Unknown Check		450.00	Investor Payment
154	TCBD 7001	3/8/2012	2012	Check	1454			Unknown Check		450.00	Investor Payment
155	TCBD 7001	3/8/2012	2012	Check	1543			Unknown Check		450.00	Investor Payment
156	TCBD 7001	3/2/2011	2011	Check	1003			Unknown Check		800.00	Investor Payment
157	TCBD 7001	3/4/2011	2011	Check	1007			Unknown Check		700.00	Investor Payment
158	TCBD 7001	3/4/2011	2011	Check	1031			Unknown Check		300.00	Investor Payment
159	TCBD 7001	3/8/2011	2011	Check	1020			Unknown Check		4,210.04	Investor Payment
160	TCBD 7001	3/8/2011	2011	Check	1023			Unknown Check		3,666.67	Investor Payment
161	TCBD 7001	3/8/2011	2011	Check	1022			Unknown Check		2,927.83	Investor Payment
162	TCBD 7001	3/8/2011	2011	Check	1011			Unknown Check		1,386.00	Investor Payment
163	TCBD 7001	3/8/2011	2011	Check	1018			Unknown Check		800.00	Investor Payment
164	TCBD 7001	3/8/2011	2011	Check	1005			Unknown Check		800.00	Investor Payment
165	TCBD 7001	3/8/2011	2011	Check	1025			Unknown Check		666.67	Investor Payment
166	TCBD 7001	3/8/2011	2011	Check	1004			Unknown Check		600.00	Investor Payment
167	TCBD 7001	3/8/2011	2011	Check	1016			Unknown Check		500.00	Investor Payment
168	TCBD 7001	3/9/2011	2011	Check	1013			Unknown Check		400.00	Investor Payment
169	TCBD 7001	3/11/2011	2011	Check	1021			Unknown Check		1,100.00	Investor Payment
170	TCBD 7001	3/14/2011	2011	Check	1010			Unknown Check		800.00	Investor Payment
171	TCBD 7001	3/15/2011	2011	Check	1027			Unknown Check		7,500.00	Investor Payment
172	TCBD 7001	3/15/2011	2011	Check	1028			Unknown Check		5,000.00	Investor Payment
173	TCBD 7001	3/15/2011	2011	Check	1019			Unknown Check		1,120.00	Investor Payment
174	TCBD 7001	3/17/2011	2011	Check	1014			Unknown Check		500.00	Investor Payment
175	TCBD 7001	4/4/2011	2011	Check	1052			Unknown Check		2,255.38	Investor Payment
176	TCBD 7001	4/4/2011	2011	Check	1050			Unknown Check		1,280.00	Investor Payment
177	TCBD 7001	4/4/2011	2011	Check	1034			Unknown Check		990.00	Investor Payment
178	TCBD 7001	4/4/2011	2011	Check	1056			Unknown Check		910.71	Investor Payment
179	TCBD 7001	4/4/2011	2011	Check	1036			Unknown Check		800.00	Investor Payment
180	TCBD 7001	4/4/2011	2011	Check	1035			Unknown Check		500.00	Investor Payment
181	TCBD 7001	4/4/2011	2011	Check	1057			Unknown Check		500.00	Investor Payment
182	TCBD 7001	4/4/2011	2011	Check	1037			Unknown Check		500.00	Investor Payment
183	TCBD 7001	4/4/2011	2011	Check	1048			Unknown Check		500.00	Investor Payment
184	TCBD 7001	4/4/2011	2011	Check	1045			Unknown Check		400.00	Investor Payment
185	TCBD 7001	4/5/2011	2011	Check	1049			Unknown Check		800.00	Investor Payment
186	TCBD 7001	4/5/2011	2011	Check	1051			Unknown Check		600.00	Investor Payment
187	TCBD 7001	4/8/2011	2011	Check	1042			Unknown Check		800.00	Investor Payment
188	TCBD 7001	4/11/2011	2011	Check	1043			Unknown Check		600.00	Investor Payment
189	TCBD 7001	4/15/2011	2011	Check	1002			Unknown Check		600.00	Investor Payment

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
190	TCBD 7001	4/18/2011	2011	Check	1058			Unknown Check		600.00	Investor Payment
191	TCBD 7001	4/19/2011	2011	Check	1046			Unknown Check		500.00	Investor Payment
192	TCBD 7001	4/1/2011	2011	Check	1038			Unknown Check		700.00	Investor Payment
193	TCBD 7001	4/1/2011	2011	Check	1060			Unknown Check		300.00	Investor Payment
194	TCBD 7001	4/4/2011	2011	Check	1053			Unknown Check		2,927.83	Investor Payment
195	TCBD 7001	5/3/2011	2011	Check	1064			Unknown Check		700.00	Investor Payment
196	TCBD 7001	5/3/2011	2011	Check	1065			Unknown Check		300.00	Investor Payment
197	TCBD 7001	5/4/2011	2011	Check	1080			Unknown Check		2,927.83	Investor Payment
198	TCBD 7001	5/4/2011	2011	Check	1079			Unknown Check		2,255.38	Investor Payment
199	TCBD 7001	5/4/2011	2011	Check	1070			Unknown Check		990.00	Investor Payment
200	TCBD 7001	5/4/2011	2011	Check	1077			Unknown Check		896.00	Investor Payment
201	TCBD 7001	5/4/2011	2011	Check	1088			Unknown Check		800.00	Investor Payment
202	TCBD 7001	5/4/2011	2011	Check	1069			Unknown Check		600.00	Investor Payment
203	TCBD 7001	5/4/2011	2011	Check	1086			Unknown Check		500.00	Investor Payment
204	TCBD 7001	5/4/2011	2011	Check	1062			Unknown Check		500.00	Investor Payment
205	TCBD 7001	5/4/2011	2011	Check	1083			Unknown Check		500.00	Investor Payment
206	TCBD 7001	5/4/2011	2011	Check	1084			Unknown Check		500.00	Investor Payment
207	TCBD 7001	5/5/2011	2011	Check	1091			Unknown Check		3,677.42	Investor Payment
208	TCBD 7001	5/5/2011	2011	Check	1063			Unknown Check		3,677.42	Investor Payment
209	TCBD 7001	5/6/2011	2011	Check	1068			Unknown Check		800.00	Investor Payment
210	TCBD 7001	5/9/2011	2011	Check	1076			Unknown Check		800.00	Investor Payment
211	TCBD 7001	5/9/2011	2011	Check	1078			Unknown Check		600.00	Investor Payment
212	TCBD 7001	5/9/2011	2011	Check	1072			Unknown Check		400.00	Investor Payment
213	TCBD 7001	5/13/2011	2011	Check	1075			Unknown Check		500.00	Investor Payment
214	TCBD 7001	5/13/2011	2011	Check	1073			Unknown Check		500.00	Investor Payment
215	TCBD 7001	6/3/2011	2011	Check	1097			Unknown Check		700.00	Investor Payment
216	TCBD 7001	6/3/2011	2011	Check	1098			Unknown Check		300.00	Investor Payment
217	TCBD 7001	6/6/2011	2011	Check	1113			Unknown Check		2,927.83	Investor Payment
218	TCBD 7001	6/6/2011	2011	Check	1096			Unknown Check		2,280.00	Investor Payment
219	TCBD 7001	6/6/2011	2011	Check	1112			Unknown Check		2,255.38	Investor Payment
220	TCBD 7001	6/6/2011	2011	Check	1123			Unknown Check		2,133.33	Investor Payment
221	TCBD 7001	6/6/2011	2011	Check	1103			Unknown Check		990.00	Investor Payment
222	TCBD 7001	6/6/2011	2011	Check	1124			Unknown Check		916.67	Investor Payment
223	TCBD 7001	6/6/2011	2011	Check	1110			Unknown Check		896.00	Investor Payment
224	TCBD 7001	6/6/2011	2011	Check	1094			Unknown Check		800.00	Investor Payment
225	TCBD 7001	6/6/2011	2011	Check	1117			Unknown Check		500.00	Investor Payment
226	TCBD 7001	6/6/2011	2011	Check	1116			Unknown Check		500.00	Investor Payment
227	TCBD 7001	6/6/2011	2011	Check	1095			Unknown Check		500.00	Investor Payment
228	TCBD 7001	6/6/2011	2011	Check	1093			Unknown Check		500.00	Investor Payment
229	TCBD 7001	6/7/2011	2011	Check	1101			Unknown Check		800.00	Investor Payment
230	TCBD 7001	6/7/2011	2011	Check	1109			Unknown Check		800.00	Investor Payment
231	TCBD 7001	6/7/2011	2011	Check	1102			Unknown Check		600.00	Investor Payment
232	TCBD 7001	6/7/2011	2011	Check	1108			Unknown Check		500.00	Investor Payment
233	TCBD 7001	6/7/2011	2011	Check	1105			Unknown Check		400.00	Investor Payment
234	TCBD 7001	6/9/2011	2011	Check	1106			Unknown Check		500.00	Investor Payment
235	TCBD 7001	6/14/2011	2011	Check	1085			Unknown Check		600.00	Investor Payment
236	TCBD 7001	6/14/2011	2011	Check	1118			Unknown Check		600.00	Investor Payment

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
237	TCBD 7001	6/21/2011	2011	Check	1121			Unknown Check		833.33	Investor Payment
238	TCBD 7001	7/5/2011	2011	Check	1127			Unknown Check		800.00	Investor Payment
239	TCBD 7001	7/6/2011	2011	Check	1146			Unknown Check		2,927.83	Investor Payment
240	TCBD 7001	7/6/2011	2011	Check	1129			Unknown Check		2,280.00	Investor Payment
241	TCBD 7001	7/6/2011	2011	Check	1145			Unknown Check		2,255.38	Investor Payment
242	TCBD 7001	7/6/2011	2011	Check	1136			Unknown Check		990.00	Investor Payment
243	TCBD 7001	7/6/2011	2011	Check	1143			Unknown Check		896.00	Investor Payment
244	TCBD 7001	7/6/2011	2011	Check	1130			Unknown Check		700.00	Investor Payment
245	TCBD 7001	7/6/2011	2011	Check	1135			Unknown Check		600.00	Investor Payment
246	TCBD 7001	7/6/2011	2011	Check	1126			Unknown Check		500.00	Investor Payment
247	TCBD 7001	7/6/2011	2011	Check	1128			Unknown Check		500.00	Investor Payment
248	TCBD 7001	7/6/2011	2011	Check	1150			Unknown Check		500.00	Investor Payment
249	TCBD 7001	7/6/2011	2011	Check	1149			Unknown Check		500.00	Investor Payment
250	TCBD 7001	7/6/2011	2011	Check	1138			Unknown Check		400.00	Investor Payment
251	TCBD 7001	7/6/2011	2011	Check	1131			Unknown Check		300.00	Investor Payment
252	TCBD 7001	7/7/2011	2011	Check	1134			Unknown Check		800.00	Investor Payment
253	TCBD 7001	7/7/2011	2011	Check	1141			Unknown Check		500.00	Investor Payment
254	TCBD 7001	7/8/2011	2011	Check	1159			Unknown Check		3,656.43	Investor Payment
255	TCBD 7001	7/8/2011	2011	Check	1153			Unknown Check		1,862.00	Investor Payment
256	TCBD 7001	7/8/2011	2011	Check	1154			Unknown Check		1,576.67	Investor Payment
257	TCBD 7001	7/8/2011	2011	Check	1155			Unknown Check		1,366.67	Investor Payment
258	TCBD 7001	7/8/2011	2011	Check	1164			Unknown Check		1,181.60	Investor Payment
259	TCBD 7001	7/8/2011	2011	Check	1152			Unknown Check		500.00	Investor Payment
260	TCBD 7001	7/13/2011	2011	Check	1151			Unknown Check		600.00	Investor Payment
261	TCBD 7001	7/18/2011	2011	Check	1144			Unknown Check		600.00	Investor Payment
262	TCBD 7001	7/21/2011	2011	Check	1111			Unknown Check		600.00	Investor Payment
263	TCBD 7001	7/21/2011	2011	Check	1139			Unknown Check		500.00	Investor Payment
264	TCBD 7001	7/26/2011	2011	Check	1160			Unknown Check		500.00	Investor Payment
265	TCBD 7001	7/27/2011	2011	Check	1142			Unknown Check		800.00	Investor Payment
266	TCBD 7001	8/2/2011	2011	Check	1185			Unknown Check		2,927.83	Investor Payment
267	TCBD 7001	8/2/2011	2011	Check	1168			Unknown Check		2,280.00	Investor Payment
268	TCBD 7001	8/2/2011	2011	Check	1184			Unknown Check		2,255.38	Investor Payment
269	TCBD 7001	8/2/2011	2011	Check	1175			Unknown Check		990.00	Investor Payment
270	TCBD 7001	8/2/2011	2011	Check	1182			Unknown Check		896.00	Investor Payment
271	TCBD 7001	8/2/2011	2011	Check	1166			Unknown Check		800.00	Investor Payment
272	TCBD 7001	8/2/2011	2011	Check	1189			Unknown Check		500.00	Investor Payment
273	TCBD 7001	8/2/2011	2011	Check	1188			Unknown Check		500.00	Investor Payment
274	TCBD 7001	8/2/2011	2011	Check	1165			Unknown Check		500.00	Investor Payment
275	TCBD 7001	8/3/2011	2011	Check	1199			Unknown Check		3,741.47	Investor Payment
276	TCBD 7001	8/3/2011	2011	Check	1202			Unknown Check		2,268.00	Investor Payment
277	TCBD 7001	8/3/2011	2011	Check	1196			Unknown Check		1,078.00	Investor Payment
278	TCBD 7001	8/3/2011	2011	Check	1195			Unknown Check		1,000.00	Investor Payment
279	TCBD 7001	8/3/2011	2011	Check	1193			Unknown Check		980.00	Investor Payment
280	TCBD 7001	8/3/2011	2011	Check	1194			Unknown Check		860.00	Investor Payment
281	TCBD 7001	8/3/2011	2011	Check	1198			Unknown Check		852.60	Investor Payment
282	TCBD 7001	8/3/2011	2011	Check	1203			Unknown Check		708.96	Investor Payment
283	TCBD 7001	8/3/2011	2011	Check	1169			Unknown Check		700.00	Investor Payment

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
284	TCBD 7001	8/3/2011	2011	Check	1192			Unknown Check		500.00	Investor Payment
285	TCBD 7001	8/3/2011	2011	Check	1170			Unknown Check		300.00	Investor Payment
286	TCBD 7001	8/5/2011	2011	Check	1173			Unknown Check		800.00	Investor Payment
287	TCBD 7001	8/5/2011	2011	Check	1174			Unknown Check		600.00	Investor Payment
288	TCBD 7001	8/5/2011	2011	Check	1180			Unknown Check		500.00	Investor Payment
289	TCBD 7001	8/8/2011	2011	Check	1183			Unknown Check		600.00	Investor Payment
290	TCBD 7001	8/10/2011	2011	Check	1177			Unknown Check		400.00	Investor Payment
291	TCBD 7001	8/12/2011	2011	Check	1178			Unknown Check		500.00	Investor Payment
292	TCBD 7001	8/16/2011	2011	Check	1190			Unknown Check		600.00	Investor Payment
293	TCBD 7001	8/17/2011	2011	Check	1181			Unknown Check		800.00	Investor Payment
294	TCBD 7001	8/19/2011	2011	Check	1200			Unknown Check		500.00	Investor Payment
295	TCBD 7001	9/6/2011	2011	Check	1224			Unknown Check		2,927.83	Investor Payment
296	TCBD 7001	9/6/2011	2011	Check	1207			Unknown Check		2,280.00	Investor Payment
297	TCBD 7001	9/6/2011	2011	Check	1223			Unknown Check		2,255.38	Investor Payment
298	TCBD 7001	9/6/2011	2011	Check	1214			Unknown Check		990.00	Investor Payment
299	TCBD 7001	9/6/2011	2011	Check	1221			Unknown Check		896.00	Investor Payment
300	TCBD 7001	9/6/2011	2011	Check	1208			Unknown Check		700.00	Investor Payment
301	TCBD 7001	9/6/2011	2011	Check	1219			Unknown Check		500.00	Investor Payment
302	TCBD 7001	9/6/2011	2011	Check	1206			Unknown Check		500.00	Investor Payment
303	TCBD 7001	9/6/2011	2011	Check	1204			Unknown Check		500.00	Investor Payment
304	TCBD 7001	9/6/2011	2011	Check	1228			Unknown Check		500.00	Investor Payment
305	TCBD 7001	9/6/2011	2011	Check	1227			Unknown Check		500.00	Investor Payment
306	TCBD 7001	9/6/2011	2011	Check	1209			Unknown Check		300.00	Investor Payment
307	TCBD 7001	9/7/2011	2011	Check	1205			Unknown Check		800.00	Investor Payment
308	TCBD 7001	9/7/2011	2011	Check	1216			Unknown Check		400.00	Investor Payment
309	TCBD 7001	9/9/2011	2011	Check	1222			Unknown Check		600.00	Investor Payment
310	TCBD 7001	9/9/2011	2011	Check	1238			Unknown Check		500.00	Investor Payment
311	TCBD 7001	9/9/2011	2011	Check	1217			Unknown Check		500.00	Investor Payment
312	TCBD 7001	9/12/2011	2011	Check	1237			Unknown Check		2,551.00	Investor Payment
313	TCBD 7001	9/12/2011	2011	Check	1240			Unknown Check		1,260.00	Investor Payment
314	TCBD 7001	9/12/2011	2011	Check	1233			Unknown Check		1,000.00	Investor Payment
315	TCBD 7001	9/12/2011	2011	Check	1231			Unknown Check		980.00	Investor Payment
316	TCBD 7001	9/12/2011	2011	Check	1232			Unknown Check		860.00	Investor Payment
317	TCBD 7001	9/12/2011	2011	Check	1212			Unknown Check		800.00	Investor Payment
318	TCBD 7001	9/12/2011	2011	Check	1239			Unknown Check		708.96	Investor Payment
319	TCBD 7001	9/12/2011	2011	Check	1234			Unknown Check		660.00	Investor Payment
320	TCBD 7001	9/12/2011	2011	Check	1213			Unknown Check		600.00	Investor Payment
321	TCBD 7001	9/12/2011	2011	Check	1230			Unknown Check		500.00	Investor Payment
322	TCBD 7001	9/12/2011	2011	Check	1236			Unknown Check		441.00	Investor Payment
323	TCBD 7001	9/15/2011	2011	Check	1220			Unknown Check		800.00	Investor Payment
324	TCBD 7001	9/21/2011	2011	Check	1229			Unknown Check		600.00	Investor Payment
325	TCBD 7001	10/4/2011	2011	Check	1246			Unknown Check		700.00	Investor Payment
326	TCBD 7001	10/4/2011	2011	Check	1167			Unknown Check		500.00	Investor Payment
327	TCBD 7001	10/4/2011	2011	Check	1247			Unknown Check		300.00	Investor Payment
328	TCBD 7001	10/5/2011	2011	Check	1262			Unknown Check		2,927.83	Investor Payment
329	TCBD 7001	10/5/2011	2011	Check	1275			Unknown Check		2,551.00	Investor Payment
330	TCBD 7001	10/5/2011	2011	Check	1245			Unknown Check		2,280.00	Investor Payment

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
331	TCBD 7001	10/5/2011	2011	Check	1261			Unknown Check		2,255.38	Investor Payment
332	TCBD 7001	10/5/2011	2011	Check	1278			Unknown Check		1,260.00	Investor Payment
333	TCBD 7001	10/5/2011	2011	Check	1271			Unknown Check		1,000.00	Investor Payment
334	TCBD 7001	10/5/2011	2011	Check	1252			Unknown Check		990.00	Investor Payment
335	TCBD 7001	10/5/2011	2011	Check	1269			Unknown Check		980.00	Investor Payment
336	TCBD 7001	10/5/2011	2011	Check	1259			Unknown Check		896.00	Investor Payment
337	TCBD 7001	10/5/2011	2011	Check	1270			Unknown Check		860.00	Investor Payment
338	TCBD 7001	10/5/2011	2011	Check	1243			Unknown Check		800.00	Investor Payment
339	TCBD 7001	10/5/2011	2011	Check	1277			Unknown Check		708.96	Investor Payment
340	TCBD 7001	10/5/2011	2011	Check	1272			Unknown Check		660.00	Investor Payment
341	TCBD 7001	10/5/2011	2011	Check	1257			Unknown Check		500.00	Investor Payment
342	TCBD 7001	10/5/2011	2011	Check	1265			Unknown Check		500.00	Investor Payment
343	TCBD 7001	10/5/2011	2011	Check	1242			Unknown Check		500.00	Investor Payment
344	TCBD 7001	10/5/2011	2011	Check	1266			Unknown Check		500.00	Investor Payment
345	TCBD 7001	10/5/2011	2011	Check	1244			Unknown Check		500.00	Investor Payment
346	TCBD 7001	10/5/2011	2011	Check	1268			Unknown Check		500.00	Investor Payment
347	TCBD 7001	10/5/2011	2011	Check	1274			Unknown Check		441.00	Investor Payment
348	TCBD 7001	10/6/2011	2011	Check	1258			Unknown Check		800.00	Investor Payment
349	TCBD 7001	10/11/2011	2011	Check	1267			Unknown Check		600.00	Investor Payment
350	TCBD 7001	10/11/2011	2011	Check	1260			Unknown Check		600.00	Investor Payment
351	TCBD 7001	10/11/2011	2011	Check	1254			Unknown Check		400.00	Investor Payment
352	TCBD 7001	10/12/2011	2011	Check	1250			Unknown Check		800.00	Investor Payment
353	TCBD 7001	10/12/2011	2011	Check	1251			Unknown Check		600.00	Investor Payment
354	TCBD 7001	10/12/2011	2011	Check	1255			Unknown Check		500.00	Investor Payment
355	TCBD 7001	10/17/2011	2011	Check	1276			Unknown Check		500.00	Investor Payment
356	TCBD 7001	11/3/2011	2011	Check	1304			Unknown Check		2,927.83	Investor Payment
357	TCBD 7001	11/3/2011	2011	Check	1315			Unknown Check		2,280.00	Investor Payment
358	TCBD 7001	11/3/2011	2011	Check	1306			Unknown Check		2,255.38	Investor Payment
359	TCBD 7001	11/3/2011	2011	Check	1310			Unknown Check		990.00	Investor Payment
360	TCBD 7001	11/3/2011	2011	Check	1314			Unknown Check		896.00	Investor Payment
361	TCBD 7001	11/3/2011	2011	Check	1301			Unknown Check		700.00	Investor Payment
362	TCBD 7001	11/3/2011	2011	Check	1313			Unknown Check		500.00	Investor Payment
363	TCBD 7001	11/3/2011	2011	Check	1312			Unknown Check		500.00	Investor Payment
364	TCBD 7001	11/3/2011	2011	Check	1311			Unknown Check		500.00	Investor Payment
365	TCBD 7001	11/3/2011	2011	Check	1309			Unknown Check		500.00	Investor Payment
366	TCBD 7001	11/3/2011	2011	Check	1303			Unknown Check		300.00	Investor Payment
367	TCBD 7001	11/7/2011	2011	Check	1296			Unknown Check		800.00	Investor Payment
368	TCBD 7001	11/7/2011	2011	Check	1297			Unknown Check		800.00	Investor Payment
369	TCBD 7001	11/7/2011	2011	Check	1302			Unknown Check		600.00	Investor Payment
370	TCBD 7001	11/7/2011	2011	Check	1298			Unknown Check		500.00	Investor Payment
371	TCBD 7001	11/8/2011	2011	Check	1305			Unknown Check		600.00	Investor Payment
372	TCBD 7001	11/8/2011	2011	Check	1291			Unknown Check		400.00	Investor Payment
373	TCBD 7001	11/9/2011	2011	Check	1285			Unknown Check		2,551.00	Investor Payment
374	TCBD 7001	11/9/2011	2011	Check	1288			Unknown Check		1,260.00	Investor Payment
375	TCBD 7001	11/9/2011	2011	Check	1286			Unknown Check		1,000.00	Investor Payment
376	TCBD 7001	11/9/2011	2011	Check	1282			Unknown Check		980.00	Investor Payment
377	TCBD 7001	11/9/2011	2011	Check	1283			Unknown Check		860.00	Investor Payment

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
378	TCBD 7001	11/9/2011	2011	Check	1284			Unknown Check		708.96	Investor Payment
379	TCBD 7001	11/9/2011	2011	Check	1289			Unknown Check		660.00	Investor Payment
380	TCBD 7001	11/9/2011	2011	Check	1279			Unknown Check		500.00	Investor Payment
381	TCBD 7001	11/9/2011	2011	Check	1287			Unknown Check		441.00	Investor Payment
382	TCBD 7001	11/10/2011	2011	Check	1300			Unknown Check		500.00	Investor Payment
383	TCBD 7001	11/14/2011	2011	Check	1280			Unknown Check		500.00	Investor Payment
384	TCBD 7001	11/15/2011	2011	Check	1299			Unknown Check		800.00	Investor Payment
385	TCBD 7001	11/21/2011	2011	Check	1308			Unknown Check		600.00	Investor Payment
386	TCBD 7001	12/2/2011	2011	Check	1343			Unknown Check		2,927.83	Investor Payment
387	TCBD 7001	12/2/2011	2011	Check	1354			Unknown Check		2,280.00	Investor Payment
388	TCBD 7001	12/2/2011	2011	Check	1345			Unknown Check		2,255.38	Investor Payment
389	TCBD 7001	12/2/2011	2011	Check	1349			Unknown Check		990.00	Investor Payment
390	TCBD 7001	12/2/2011	2011	Check	1353			Unknown Check		896.00	Investor Payment
391	TCBD 7001	12/2/2011	2011	Check	1352			Unknown Check		500.00	Investor Payment
392	TCBD 7001	12/2/2011	2011	Check	1351			Unknown Check		500.00	Investor Payment
393	TCBD 7001	12/2/2011	2011	Check	1350			Unknown Check		500.00	Investor Payment
394	TCBD 7001	12/2/2011	2011	Check	1348			Unknown Check		500.00	Investor Payment
395	TCBD 7001	12/5/2011	2011	Check	1337			Unknown Check		500.00	Investor Payment
396	TCBD 7001	12/6/2011	2011	Check	1359			Unknown Check		1,600.26	Investor Payment
397	TCBD 7001	12/6/2011	2011	Check	1335			Unknown Check		800.00	Investor Payment
398	TCBD 7001	12/6/2011	2011	Check	1340			Unknown Check		700.00	Investor Payment
399	TCBD 7001	12/6/2011	2011	Check	1341			Unknown Check		600.00	Investor Payment
400	TCBD 7001	12/6/2011	2011	Check	1330			Unknown Check		400.00	Investor Payment
401	TCBD 7001	12/6/2011	2011	Check	1342			Unknown Check		300.00	Investor Payment
402	TCBD 7001	12/7/2011	2011	Check	1323			Unknown Check		2,551.00	Investor Payment
403	TCBD 7001	12/7/2011	2011	Check	1326			Unknown Check		1,260.00	Investor Payment
404	TCBD 7001	12/7/2011	2011	Check	1324			Unknown Check		1,000.00	Investor Payment
405	TCBD 7001	12/7/2011	2011	Check	1320			Unknown Check		980.00	Investor Payment
406	TCBD 7001	12/7/2011	2011	Check	1321			Unknown Check		860.00	Investor Payment
407	TCBD 7001	12/7/2011	2011	Check	1322			Unknown Check		708.96	Investor Payment
408	TCBD 7001	12/7/2011	2011	Check	1327			Unknown Check		660.00	Investor Payment
409	TCBD 7001	12/7/2011	2011	Check	1317			Unknown Check		500.00	Investor Payment
410	TCBD 7001	12/7/2011	2011	Check	1328			Unknown Check		441.00	Investor Payment
411	TCBD 7001	12/9/2011	2011	Check	1338			Unknown Check		800.00	Investor Payment
412	TCBD 7001	12/12/2011	2011	Check	1318			Unknown Check		500.00	Investor Payment
413	TCBD 7001	12/13/2011	2011	Check	1360			Unknown Check		512.90	Investor Payment
414	TCBD 7001	12/14/2011	2011	Check	1344			Unknown Check		600.00	Investor Payment
415	TCBD 7001	12/15/2011	2011	Check	1339			Unknown Check		500.00	Investor Payment
416	TCBD 7001	12/21/2011	2011	Check	1347			Unknown Check		600.00	Investor Payment
417	TCBD 7001	3/8/2012	2012	Check	1416			Unknown Check		450.00	Investor Payment
418	TCBD 7001	3/8/2012	2012	Check	1535			Unknown Check		441.00	Investor Payment
419	TCBD 7001	3/8/2012	2012	Check	1552			Unknown Check		424.00	Investor Payment
420	TCBD 7001	3/8/2012	2012	Check	1502			Unknown Check		400.00	Investor Payment
421	TCBD 7001	3/8/2012	2012	Check	1546			Unknown Check		318.00	Investor Payment
422	TCBD 7001	3/8/2012	2012	Check	1551			Unknown Check		313.76	Investor Payment
423	TCBD 7001	1/4/2011	2011	Check	1399			Unknown Check		300.00	Investor Payment
424	TCBD 7001	3/8/2012	2012	Check	1159			Unknown Check		100.00	Investor Payment

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
425	TCBD 7001	3/9/2012	2012	Check	1538			Unknown Check		1,500.00	Investor Payment
426	TCBD 7001	3/9/2012	2012	Check	1511			Unknown Check		500.00	Investor Payment
427	TCBD 7001	3/12/2012	2012	Check	1508			Unknown Check		800.00	Investor Payment
428	TCBD 7001	3/13/2012	2012	Check	1160			Unknown Check		500.00	Investor Payment
429	TCBD 7001	3/13/2012	2012	Check	1545			Unknown Check		232.00	Investor Payment
430	TCBD 7001	3/19/2012	2012	Check	1542			Unknown Check		187.50	Investor Payment
431	TCBD 7001	3/21/2012	2012	Check	1163		Cashed Check	Unknown Check		1,500.00	Investor Payment
432	ERCNV 4900	03/26/12	2012	Check	1778	Jonathan Hurtig		Unknown Check		212.50	Investor Payment
433	TCBD 7001	3/27/2012	2012	Check	1165		Cashed Check	Unknown Check		2,500.00	Investor Payment
434	TCBD 7001	3/27/2012	2012	Check	1528			Unknown Check		500.00	Investor Payment
435	TCBD 7001	3/30/2012	2012	Check	1168		Cashed Check	Unknown Check		1,500.00	Investor Payment
436	TCBD 7001	3/30/2012	2012	Check	1169			Unknown Check		750.00	Investor Payment
437	TCBD 7001	3/30/2012	2012	Check	1547			Unknown Check		742.00	Investor Payment
438	TCBD 7001	4/2/2012	2012	Check	1170		Cashed Check	Unknown Check		2,500.00	Investor Payment
439	TCBD 7001	4/3/2012	2012	Check	1548			Unknown Check		6,360.00	Investor Payment
440	TCBD 7001	4/3/2012	2012	Check	1549			Unknown Check		2,120.00	Investor Payment
441	TCBD 7001	4/4/2012	2012	Check	1595			Unknown Check		1,908.00	Investor Payment
442	TCBD 7001	4/4/2012	2012	Check	1581			Unknown Check		1,272.00	Investor Payment
443	TCBD 7001	4/4/2012	2012	Check	1613			Unknown Check		700.00	Investor Payment
444	TCBD 7001	4/4/2012	2012	Check	1513			Unknown Check		600.00	Investor Payment
445	TCBD 7001	4/4/2012	2012	Check	1615			Unknown Check		300.00	Investor Payment
446	TCBD 7001	4/5/2012	2012	Check	1616			Unknown Check		2,927.83	Investor Payment
447	TCBD 7001	4/5/2012	2012	Check	1626			Unknown Check		2,280.00	Investor Payment
448	TCBD 7001	4/5/2012	2012	Check	1618			Unknown Check		2,255.38	Investor Payment
449	TCBD 7001	4/5/2012	2012	Check	1594			Unknown Check		1,908.00	Investor Payment
450	TCBD 7001	4/5/2012	2012	Check	1575			Unknown Check		1,320.00	Investor Payment
451	TCBD 7001	4/5/2012	2012	Check	1622			Unknown Check		990.00	Investor Payment
452	TCBD 7001	4/5/2012	2012	Check	1625			Unknown Check		896.00	Investor Payment
453	TCBD 7001	4/5/2012	2012	Check	1592			Unknown Check		636.00	Investor Payment
454	TCBD 7001	4/5/2012	2012	Check	1610			Unknown Check		500.00	Investor Payment
455	TCBD 7001	4/5/2012	2012	Check	1621			Unknown Check		500.00	Investor Payment
456	TCBD 7001	4/5/2012	2012	Check	1627			Unknown Check		500.00	Investor Payment
457	TCBD 7001	4/5/2012	2012	Check	1624			Unknown Check		500.00	Investor Payment
458	TCBD 7001	4/5/2012	2012	Check	1623			Unknown Check		500.00	Investor Payment
459	TCBD 7001	4/5/2012	2012	Check	1596			Unknown Check		318.00	Investor Payment
460	TCBD 7001	4/6/2012	2012	Check	1584			Unknown Check		800.00	Investor Payment
461	TCBD 7001	4/6/2012	2012	Check	1608			Unknown Check		800.00	Investor Payment
462	TCBD 7001	4/6/2012	2012	Check	1614			Unknown Check		600.00	Investor Payment
463	TCBD 7001	4/6/2012	2012	Check	1603			Unknown Check		400.00	Investor Payment
464	TCBD 7001	4/6/2012	2012	Check	1588			Unknown Check		318.00	Investor Payment
465	TCBD 7001	4/6/2012	2012	Check	1573			Unknown Check		187.50	Investor Payment
466	TCBD 7001	4/9/2012	2012	Check	1629			Unknown Check		500.00	Investor Payment
467	TCBD 7001	4/10/2012	2012	Check	1167			Unknown Check		2,500.00	Investor Payment
468	TCBD 7001	4/10/2012	2012	Check	1600			Unknown Check		3,038.67	Investor Payment
469	TCBD 7001	4/10/2012	2012	Check	1585			Unknown Check		1,000.00	Investor Payment
470	TCBD 7001	4/10/2012	2012	Check	1611			Unknown Check		800.00	Investor Payment
471	TCBD 7001	4/10/2012	2012	Check	1572			Unknown Check		300.72	Investor Payment

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
472	TCBD 7001	4/11/2012	2012	Check	1634			Unknown Check		2,551.00	Investor Payment
473	TCBD 7001	4/11/2012	2012	Check	1597			Unknown Check		1,780.80	Investor Payment
474	TCBD 7001	4/11/2012	2012	Check	1637			Unknown Check		1,260.00	Investor Payment
475	TCBD 7001	4/11/2012	2012	Check	1593			Unknown Check		1,060.00	Investor Payment
476	TCBD 7001	4/11/2012	2012	Check	1635			Unknown Check		1,000.00	Investor Payment
477	TCBD 7001	4/11/2012	2012	Check	1631			Unknown Check		980.00	Investor Payment
478	TCBD 7001	4/11/2012	2012	Check	1632			Unknown Check		860.00	Investor Payment
479	TCBD 7001	4/11/2012	2012	Check	1633			Unknown Check		708.96	Investor Payment
480	TCBD 7001	4/11/2012	2012	Check	1591			Unknown Check		699.60	Investor Payment
481	TCBD 7001	4/11/2012	2012	Check	1638			Unknown Check		660.00	Investor Payment
482	TCBD 7001	4/11/2012	2012	Check	1587			Unknown Check		642.36	Investor Payment
483	TCBD 7001	4/11/2012	2012	Check	1617			Unknown Check		600.00	Investor Payment
484	TCBD 7001	4/11/2012	2012	Check	1628			Unknown Check		500.00	Investor Payment
485	TCBD 7001	4/11/2012	2012	Check	1570			Unknown Check		450.00	Investor Payment
486	TCBD 7001	4/11/2012	2012	Check	1636			Unknown Check		441.00	Investor Payment
487	TCBD 7001	4/11/2012	2012	Check	1583			Unknown Check		424.00	Investor Payment
488	TCBD 7001	4/11/2012	2012	Check	1601			Unknown Check		413.40	Investor Payment
489	TCBD 7001	4/11/2012	2012	Check	1577			Unknown Check		318.00	Investor Payment
490	TCBD 7001	4/11/2012	2012	Check	1582			Unknown Check		313.76	Investor Payment
491	TCBD 7001	4/12/2012	2012	Check	1576			Unknown Check		120.00	Investor Payment
492	TCBD 7001	4/13/2012	2012	Check	1569			Unknown Check		1,500.00	Investor Payment
493	TCBD 7001	4/13/2012	2012	Check	1598			Unknown Check		636.00	Investor Payment
494	TCBD 7001	4/13/2012	2012	Check	1620			Unknown Check		600.00	Investor Payment
495	TCBD 7001	4/13/2012	2012	Check	1612			Unknown Check		500.00	Investor Payment
496	TCBD 7001	4/13/2012	2012	Check	1571			Unknown Check		300.00	Investor Payment
497	TCBD 7001	4/17/2012	2012	Check	1589			Unknown Check		318.00	Investor Payment
498	TCBD 7001	4/18/2012	2012	Check	1568			Unknown Check		3,180.00	Investor Payment
499	TCBD 7001	4/18/2012	2012	Check	1482			Unknown Check		2,141.20	Investor Payment
500	TCBD 7001	4/18/2012	2012	Check	1640			Unknown Check		2,120.00	Investor Payment
501	TCBD 7001	4/18/2012	2012	Check	1555			Unknown Check		1,060.00	Investor Payment
502	TCBD 7001	4/18/2012	2012	Check	1586			Unknown Check		1,060.00	Investor Payment
503	TCBD 7001	4/18/2012	2012	Check	1590			Unknown Check		392.20	Investor Payment
504	TCBD 7001	4/23/2012	2012	Check	1578			Unknown Check		742.00	Investor Payment
505	TCBD 7001	4/24/2012	2012	Check	1162		Cashed Check	Unknown Check		2,500.00	Investor Payment
506	TCBD 7001	4/24/2012	2012	Check	1579			Unknown Check		6,360.00	Investor Payment
507	TCBD 7001	4/24/2012	2012	Check	1483			Unknown Check		5,300.00	Investor Payment
508	TCBD 7001	4/24/2012	2012	Check	1580			Unknown Check		2,120.00	Investor Payment
509	TCBD 7001	4/27/2012	2012	Check	1166		Cashed Check	Unknown Check		6,000.00	Personal -Child Support
510	TCC 0397	1/8/2010	2010	Check	1621		No Check Copy Found	Unknown Check		2,400.00	?
511											
512										545,607.08	

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
2	TCC 0397	12/14/09	2009	Deposit				Unknown Deposit	10,000.00		
3	TCC 0397	12/23/09	2009	Deposit				Unknown Deposit	10,134.00		
4	TCC 0397	7/28/2010	2010	Deposit		Deposit		Unknown Deposit	10,000.00		
5	TCBD 7001	8/11/2010	2010	Deposit		Deposit		Unknown Deposit	75,187.00		
6	TCC 0397	8/13/2010	2010	Deposit		Deposit		Unknown Deposit	10,000.00		
7	TCBD 7922	9/22/2010	2010	Deposit		Deposit		Unknown Deposit	10,050.69		
8	TCC 0397	10/7/2010	2010	Deposit		Deposit		Unknown Deposit	50,000.00		
9	TCBD 7922	10/27/2010	2010	Deposit		Deposit		Unknown Deposit	100,000.00		
10	TCBD 7922	11/9/2010	2010	Deposit		Deposit in a Branch/Store		Unknown Deposit	100,000.00		
11	TCC 0397	11/9/2010	2010	Deposit		Deposit		Unknown Deposit	87,298.00		
12	TCBD 7922	11/10/2010	2010	Deposit		Deposit to Correct Backdate		Unknown Deposit	20,000.00		
13	TCBD 7922	11/10/2010	2010	Deposit		Deposit		Unknown Deposit	100,000.00		
14	TCBD 7001	11/15/2010	2010	Deposit		Deposit		Unknown Deposit	65,000.00		
15	TCC 0397	11/15/2010	2010	Deposit		Deposit		Unknown Deposit	50,000.00		
16	TCBD 5304	11/30/2010	2010	Deposit		Deposit		Unknown Deposit	65,000.00		
17	TCBD 5304	12/3/2010	2010	Deposit		Deposit to Correct Backdate		Unknown Deposit	55,051.00		
18	TCBD 5304	12/21/2010	2010	Deposit		Deposit		Unknown Deposit	100,000.00		
19	TCBD 7922	1/25/2011	2011	Deposit		Deposit		Unknown Deposit	50,000.00		
20	TCBD 7001	2/28/2011	2011	Deposit		Deposit		Unknown Deposit	45,244.07		
21	TCBD 7922	3/7/2011	2011	Deposit		Deposit		Unknown Deposit	10,000.00		
22	TCBD 7922	3/11/2011	2011	Deposit		Deposit		Unknown Deposit	31,000.00		
23	TCBD 7922	3/25/2011	2011	Deposit		Deposit		Unknown Deposit	114,000.00		
24	TCBD 7001	4/27/2011	2011	Deposit	Deposit			Unknown Deposit	25,000.00		
25	TCBD 5304	5/5/2011	2011	Deposit		Deposit		Unknown Deposit	10,000.00		
26	TCBD 7922	5/13/2011	2011	Deposit		Deposit		Unknown Deposit	100,000.00		
27	TCBD 7922	5/17/2011	2011	Deposit		Deposit		Unknown Deposit	46,677.42		
28	TCBD 7922	5/26/2011	2011	Deposit		Deposit		Unknown Deposit	57,500.00		
29	TCBD 5304	6/7/2011	2011	Deposit		Deposit		Unknown Deposit	109,448.00		
30	TCBD 7001	6/9/2011	2011	Deposit	Deposit			Unknown Deposit	35,000.00		
31	ERCNV 4900	06/13/11	2011	Deposit				Unknown Deposit	130,000.00		
32	TCBD 7001	6/13/2011	2011	Deposit	Deposit			Unknown Deposit	63,000.00		
33	TCBD 7001	6/13/2011	2011	Deposit	Deposit			Unknown Deposit	35,000.00		
34	TCBD 7001	6/13/2011	2011	Deposit	Deposit			Unknown Deposit	22,050.00		
35	TCBD 5304	6/21/2011	2011	Deposit		Deposit		Unknown Deposit	133,000.00		
36	TCBD 7922	6/23/2011	2011	Deposit		Deposit		Unknown Deposit	300,000.00		
37	TCBD 7922	6/28/2011	2011	Deposit		Deposit		Unknown Deposit	10,000.00		
38	ERCNV 4900	08/04/11	2011	Deposit				Unknown Deposit	20,000.00		
39	TCBD 7001	8/4/2011	2011	Deposit	Deposit			Unknown Deposit	30,000.00		
40	ERCNV 4900	08/11/11	2011	Deposit				Unknown Deposit	225.00		
41	ERCNV 4900	08/19/11	2011	Deposit				Unknown Deposit	783.00		
42	ERCNV 4900	08/22/11	2011	Deposit				Unknown Deposit	550.00		
43	ERCNV 4900	08/24/11	2011	Deposit				Unknown Deposit	280.00		
44	ERCNV 4900	08/30/11	2011	Deposit				Unknown Deposit	930.00		
45	ERCNV 4900	08/31/11	2011	Deposit				Unknown Deposit	36,052.69		
46	ERCNV 4900	08/31/11	2011	Deposit				Unknown Deposit	350.00		
47	ERCNV 4900	09/06/11	2011	Deposit				Unknown Deposit	275.00		
48	ERCNV 4900	09/08/11	2011	Deposit				Unknown Deposit	20.00		
49	ERCNV 4900	09/16/11	2011	Deposit				Unknown Deposit	2,500.01		

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FILE #8337

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
50	ERCNV 4900	09/20/11	2011	Deposit				Unknown Deposit	365.00		
51	TCBD 7001	9/21/2011	2011	Deposit	Deposit			Unknown Deposit	30,000.00		
52	ERCNV 4900	09/22/11	2011	Deposit				Unknown Deposit	1,100.00		
53	ERCNV 4900	09/23/11	2011	Deposit				Unknown Deposit	750.00		
54	ERCNV 4900	09/28/11	2011	Deposit				Unknown Deposit	745.00		
55	ERCNV 4900	09/30/11	2011	Deposit				Unknown Deposit	1,500.00		
56	ERCNV 4900	10/03/11	2011	Deposit				Unknown Deposit	295.00		
57	ERCNV 4900	10/04/11	2011	Deposit				Unknown Deposit	400.00		
58	ERCI 0115	10/12/2011	2011	Deposit	57728			Unknown Deposit	273.20		
59	ERCNV 4900	10/13/11	2011	Deposit				Unknown Deposit	1,800.00		
60	ERCNV 4900	10/14/11	2011	Deposit			Flagged	Unknown Deposit	350.00		
61	ERCNV 4900	10/18/11	2011	Deposit			Flagged	Unknown Deposit	611.80		
62	ERCNV 4900	10/26/11	2011	Deposit				Unknown Deposit	275.00		
63	ERCNV 4900	10/28/11	2011	Deposit				Unknown Deposit	350.00		
64	ERCNV 4900	11/04/11	2011	Deposit				Unknown Deposit	295.00		
65	ERCNV 4900	11/08/11	2011	Deposit				Unknown Deposit	3,502.53		
66	ERCNV 4900	11/14/11	2011	Deposit				Unknown Deposit	650.00		
67	ERCNV 4900	11/16/11	2011	Deposit				Unknown Deposit	5,293.70		
68	ERCNV 4900	11/17/11	2011	Deposit				Unknown Deposit	3,706.50		
69	ERCNV 4900	11/18/11	2011	Deposit				Unknown Deposit	732.16		
70	ERCNV 4900	11/18/11	2011	Deposit				Unknown Deposit	550.00		
71	ERCNV 4900	11/18/11	2011	Deposit				Unknown Deposit	90.00		
72	ERCNV 4900	11/22/11	2011	Deposit				Unknown Deposit	255.00		
73	ERCNV 4900	11/22/11	2011	Deposit				Unknown Deposit	145.00		
74	ERCNV 4900	11/29/11	2011	Deposit				Unknown Deposit	3,740.00		
75	ERCNV 4900	11/30/11	2011	Deposit				Unknown Deposit	1,000.00		
76	ERCNV 4900	11/30/11	2011	Deposit				Unknown Deposit	970.00		
77	ERCNV 4900	11/30/11	2011	Deposit				Unknown Deposit	200.00		
78	ERCNV 4900	11/30/11	2011	Deposit				Unknown Deposit	185.60		
79	ERCNV 4900	11/30/11	2011	Deposit				Unknown Deposit	70.00		
80	ERCNV 4900	12/06/11	2011	Deposit		Cash		Unknown Deposit	1,500.00		
81	ERCNV 4900	12/12/11	2011	Deposit		Bankcard Deposit		Unknown Deposit	1,600.00		
82	ERCNV 4900	12/13/11	2011	Deposit		Bankcard Deposit		Unknown Deposit	2,720.00		
83	ERCNV 4900	12/15/11	2011	Deposit				Unknown Deposit	400.00		
84	ERCNV 4900	12/20/11	2011	Deposit				Unknown Deposit	7,502.83		
85	ERCNV 4900	12/22/11	2011	Deposit				Unknown Deposit	440.00		
86	TCBD 7001	1/4/2012	2012	Deposit	Deposit			Unknown Deposit	96,000.00		
87	ERCNV 4900	01/06/12	2012	Deposit		Money Order		Unknown Deposit	90.00		
88	ERCNV 4900	01/09/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	600.00		
89	ERCNV 4900	01/10/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	2,300.00		
90	ERCNV 4900	01/11/12	2012	Deposit				Unknown Deposit	350.00		
91	ERCNV 4900	01/13/12	2012	Deposit				Unknown Deposit	(150.00)		
92	ERCNV 4900	01/17/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	370.00		
93	ERCNV 4900	01/17/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	70.00		
94	ERCNV 4900	01/18/12	2012	Deposit				Unknown Deposit	4,934.65		
95	ERCNV 4900	01/18/12	2012	Deposit				Unknown Deposit	3,549.85		
96	ERCNV 4900	01/20/12	2012	Deposit				Unknown Deposit	11,798.00		
97	ERCNV 4900	01/20/12	2012	Deposit				Unknown Deposit	4,200.00		
98	ERCNV 4900	01/24/12	2012	Deposit				Unknown Deposit	6,851.70		
99	ERCNV 4900	01/26/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	2,250.80		
100	ERCNV 4900	01/27/12	2012	Deposit				Unknown Deposit	400.00		

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
101	ERCNV 4900	01/27/12	2012	Deposit				Unknown Deposit	45.00		
102	ERCNV 4900	01/30/12	2012	Deposit				Unknown Deposit	11,695.00		
103	ERCNV 4900	02/01/12	2012	Deposit				Unknown Deposit	350.00		
104	ERCNV 4900	02/02/12	2012	Deposit				Unknown Deposit	5,722.65		
105	ERCNV 4900	02/03/12	2012	Deposit				Unknown Deposit	2,967.70		
106	ERCNV 4900	02/06/12	2012	Deposit				Unknown Deposit	154.56		
107	ERCNV 4900	02/07/12	2012	Deposit				Unknown Deposit	2,155.00		
108	ERCNV 4900	02/07/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	1,365.00		
109	ERCNV 4900	02/08/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	2,910.00		
110	ERCNV 4900	02/09/12	2012	Deposit				Unknown Deposit	1,638.27		
111	ERCNV 4900	02/09/12	2012	Deposit				Unknown Deposit	38.34		
112	ERCNV 4900	02/14/12	2012	Deposit				Unknown Deposit	4,625.00		
113	ERCNV 4900	02/16/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	50.75		
114	ERCNV 4900	02/17/12	2012	Deposit				Unknown Deposit	395.00		
115	ERCNV 4900	02/22/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	695.00		
116	ERCNV 4900	02/23/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	2,206.20		
117	ERCNV 4900	02/28/12	2012	Deposit		Cash Ticket		Unknown Deposit	275.00		
118	TCBD 7001	2/28/2012	2012	Deposit	Deposit			Unknown Deposit	25,000.00		
119	ERCNV 4900	02/29/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	1,831.00		
120	ERCNV 4900	03/01/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	300.00		
121	ERCNV 4900	03/01/12	2012	Deposit		Cash Ticket		Unknown Deposit	300.00		
122	ERCNV 4900	03/02/12	2012	Deposit				Unknown Deposit	100.00		
123	ERCNV 4900	03/05/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	575.00		
124	ERCNV 4900	03/06/12	2012	Deposit				Unknown Deposit	3,350.00		
125	ERCNV 4900	03/07/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	300.00		
126	ERCNV 4900	03/07/12	2012	Deposit		Cash Ticket		Unknown Deposit	507.90		
127	ERCNV 4900	03/08/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	1,543.70		
128	ERCNV 4900	03/09/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	695.00		
129	ERCNV 4900	03/12/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	485.00		
130	ERCNV 4900	03/13/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	485.00		
131	ERCNV 4900	03/14/12	2012	Deposit		Cash Ticket		Unknown Deposit	395.00		
132	ERCNV 4900	03/21/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	1,529.80		
133	ERCNV 4900	03/21/12	2012	Deposit		Cash Ticket		Unknown Deposit	13.30		
134	ERCNV 4900	03/22/12	2012	Deposit				Unknown Deposit	200.00		
135	ERCNV 4900	03/26/12	2012	Deposit				Unknown Deposit	6,695.00		
136	ERCNV 4900	03/26/12	2012	Deposit				Unknown Deposit	825.00		
137	ERCNV 4900	03/26/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	545.00		
138	ERCNV 4900	03/27/12	2012	Deposit		Money Order		Unknown Deposit	180.00		
139	ERCNV 4900	03/28/12	2012	Deposit		Cash Ticket		Unknown Deposit	56.70		
140	ERCNV 4900	03/29/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	1,160.00		
141	ERCNV 4900	03/30/12	2012	Deposit				Unknown Deposit	300.00		
142	ERCNV 4900	03/30/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	300.00		
143	ERCNV 4900	04/03/12	2012	Deposit				Unknown Deposit	1,825.00		
144	ERCNV 4900	04/03/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	129.50		
145	ERCNV 4900	04/05/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	905.00		
146	ERCNV 4900	04/05/12	2012	Deposit				Unknown Deposit	600.00		
147	ERCNV 4900	04/05/12	2012	Deposit		Cash Ticket		Unknown Deposit	430.00		
148	ERCNV 4900	04/11/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	575.00		
149	ERCNV 4900	04/12/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	745.85		
150	ERCNV 4900	04/13/12	2012	Deposit		Cash Ticket		Unknown Deposit	745.00		
151	ERCNV 4900	04/17/12	2012	Deposit				Unknown Deposit	20,019.66		

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
152	ERCNV 4900	04/20/12	2012	Deposit				Unknown Deposit	2,619.44		
153	ERCNV 4900	04/23/12	2012	Deposit				Unknown Deposit	7,259.94		
154	ERCNV 4900	04/23/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	2,779.00		
155	ERCNV 4900	04/24/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	355.00		
156	ERCNV 4900	04/26/12	2012	Deposit				Unknown Deposit	1,673.19		
157	ERCNV 4900	04/30/12	2012	Deposit		Bankcard Deposit		Unknown Deposit	300.00		
158											
159									2,670,506.65		

ACC013379.015
FILE #8337

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
2	TCC 0397	01/11/10	2010	Check	1604	The Shiha Corporation		Unknown Transactions		700.00	No Idea
3	TCC 0397	01/25/10	2010	Check	1564	Robert Rue		Unknown Transactions		150.00	Investor Payment
4	TCC 0397	2/10/2010	2010	Debit		Taylor		Unknown Transactions		49.02	Gas
5	TCC 0397	2/23/2010	2010	Check	1685	Illegible Check	7014 Property	Unknown Transactions		1,200.00	Worker - Labor - Business
6	TCC 0397	3/9/2010	2010	Check	1666	David Aller		Unknown Transactions		150.00	Investor Payment
7	TCC 0397	4/15/2010	2010	Check	1738	Sylastine		Unknown Transactions		600.00	Worker - Labor - Business
8	TCC 0397	4/14/2010	2010	Check	1778	Angeline M Harmon		Unknown Transactions		4,000.00	Consultant - Business Expense
9	TCC 0397	4/30/2010	2010	Check	1762	Travelers		Unknown Transactions		418.00	Business Insurance
10	TCC 0397	6/1/2010	2010	Check	1810	Travelers Insurance	Acct. No. 5312Y7145	Unknown Transactions		248.00	Insurance for business
11	TCC 0397	7/6/2010	2010	Debit		Home Depot	Oshawa, Canada	Unknown Transactions		945.11	Potentially when Card was Stolen
12	TCC 0397	7/6/2010	2010	Debit		Tire Store	Oshawa, Canada	Unknown Transactions		943.41	Potentially when Card was Stolen
13	ERCNV 4900	1/6/2012	2012	Debit		River City Petroleum		Unknown Transactions		623.19	Gas
14	ERCNV 4900	1/6/2012	2012	Deposit	64338	TRC		Unknown Transactions	275.00		
15	ERCNV 4900	1/20/2012	2012	Debit		Sears Com Internet		Unknown Transactions		140.90	Business Expense
16	TCC 0397	7/6/2010	2010	Debit		LCBO/Rao	Oshawa, Canada	Unknown Transactions		691.02	Potentially when Card was Stolen
17	ERCNV 4900	1/27/2012	2012	Check	1682	Starwood	Invoice 1	Unknown Transactions		600.00	product buy ERC business expense
18	TCC 0397	7/26/2010	2010	Deposit		Red Mountain Productions, LLC		Unknown Transactions	8,000.00		
19	TCC 0397	9/20/2010	2010	Debit		Los Abrigados Resort		Unknown Transactions		404.90	Client Meeting
20	TCC 0397	9/20/2010	2010	Debit		Los Abrigados Resort		Unknown Transactions		103.41	Client Meeting
21	TCC 0397	9/20/2010	2010	Debit		Los Abrigados Resort		Unknown Transactions		41.83	Client Meeting
22	TCC 0397	10/27/2010	2010	Debit		Qwest Communications		Unknown Transactions		118.52	Phone Business
23	TCC 0397	10/28/2010	2010	Check	1018	Sergey Sereda		Unknown Transactions		1,500.00	Worker - Business Expense
24	ERCNV 4900	2/24/2012	2012	Deposit	5619	Windset Greenhouses Nevada		Unknown Transactions	1,200.00		
25	TCC 0397	12/1/2010	2010	Check	1069	Sergey Sereda	7014	Unknown Transactions		2,000.00	Real Estate Upkeep
26	TCC 0397	12/7/2010	2010	Check	1080	Michael Caswell		Unknown Transactions		2,000.00	Investor Payment
27	TCC 0397	12/13/2010	2010	Check	1089	Stephanie Ann Vehon	Tony Salazar	Unknown Transactions		4,347.00	Consultant - Business Expense
28	TCC 0397	12/28/2010	2010	Check	1116	Geoffrey Rivers		Unknown Transactions		972.00	Investor Payment
29	TCC 0397	12/1/2010	2010	Check	1068	Jennifer Scott		Unknown Transactions		1,295.00	Investor Payment
30	ERCNV 4900	3/14/2012	2012	Deposit	5663	Windset Greenhouses Nevada		Unknown Transactions	300.00		
31	ERCNV 4900	03/26/12	2012	Check	1775	Jesse R Maddox		Unknown Transactions		369.75	Investor Payment
32	ERCNV 4900	3/26/2012	2012	Check	1776	Jon M. Hurtig		Unknown Transactions		429.25	Investor Payment
33	ERCNV 4900	3/26/2012	2012	Check	1777	Dave LeClerq		Unknown Transactions		817.50	Investor Payment
34	ERCNV 4900	3/27/2012	2012	Deposit	3468	Santa Barbara Upholstery		Unknown Transactions	355.00		Vendor Business Expense
35	ERCNV 4900	4/13/2012	2012	Deposit	5748	Windset Greenhouses Nevada		Unknown Transactions	300.00		Vendor Business Expense
36	ERCNV 4900	4/13/2012	2012	Deposit	5694	Windset Greenhouses Nevada		Unknown Transactions	1,200.00		Vendor Business Expense
37	ERCNV 4900	8/4/2011	2011	Check	1001	Luz Arellano		Unknown Transactions		450.00	Employee Payment ERC
38	ERCNV 4900	09/28/11	2011	Debit		Organics Nevada		Unknown Transactions		4,000.00	ERC Business Expense
39	ERCNV 4900	9/29/2011	2011	Check	1053	Juan Romero	Medical Reimbursement	Unknown Transactions		145.00	Employee Hurt Reimburse
40	ERCNV 4900	09/20/11	2011	Check	1041	Ryan Chester		Unknown Transactions		686.66	Consultant - Business Expense
41	ERCNV 4900	09/20/11	2011	Check	1042	Ryan Chester		Unknown Transactions		338.39	Consultant - Business Expense
42	ERCNV 4900	10/01/11	2011	Check	1060	TUAMOTM, Inc.		Unknown Transactions		590.00	Vendor Business Expense
43	ERCNV 4900	11/01/11	2011	Check	1556	TAUMOTM, Inc.		Unknown Transactions		300.00	Vendor Business Expense
44	ERCNV 4900	10/28/11	2011	Check	1548	Xylence Energy Drink	Refund of Double Payments	Unknown Transactions		1,400.00	Bought Product Aluminum
45	ERCNV 4900	12/01/11	2011	Check	1585	TAUMOTM, Inc.		Unknown Transactions		300.00	Vendor Business Expense
46	ERCNV 4900	12/12/11	2011	Deposit	49192575	TRE Holdings, LLC		Unknown Transactions	175.00		
47											
48										8,210.05	

ACC013379.016
FILE #8337

	C	D	E	F	G	H	I	J	L	M	T
1	Account	Date	Year	Type	Ck Num	Name/Payee	Memo	Expense Type	Deposits	Withdrawals	Notes by J. Mogler 8/2/13
2	TCBD 7922	03/11/11	2011	Debit		Withdrawal		Unknown Withdrawal		300.00	
3	TCBD 7922	11/29/10	2010	Debit		Withdrawal		Unknown Withdrawal		1,000.00	
4	TCBD 7001	7/15/2011	2011	Debit	Withdrawal			Unknown Withdrawal		1,000.00	
5	TCC 0397	5/24/2010	2010	Debit		Withdrawal made in Branch		Unknown Withdrawal		1,000.00	
6	TCC 0397	7/9/2010	2010	Debit		Withdrawal made in Branch		Unknown Withdrawal		1,000.00	
7	TCC 0397	7/19/2010	2010	Debit		Withdrawal made in Branch		Unknown Withdrawal		1,000.00	
8	TCBD 7001	11/15/2010	2010	Debit		Withdrawal		Unknown Withdrawal		1,200.00	
9	TCBD 5304	6/3/2010	2010	Debit		Withdrawal		Unknown Withdrawal		1,300.00	
10	TCBD 7922	7/26/2010	2010	Debit		Withdrawal		Unknown Withdrawal		2,000.00	
11	TCBD 7922	8/19/2010	2010	Debit		Withdrawal		Unknown Withdrawal		2,000.00	
12	TCBD 7922	5/26/2011	2011	Debit		Withdrawal		Unknown Withdrawal		2,000.00	
13	TCBD 7922	6/28/2011	2011	Debit		Withdrawal		Unknown Withdrawal		2,000.00	
14	TCBD 7922	8/1/2011	2011	Debit		Withdrawal		Unknown Withdrawal		2,000.00	
15	TCBD 7922	10/5/2011	2011	Debit		Withdrawal		Unknown Withdrawal		2,000.00	
16	TCBD 5304	6/7/2011	2011	Debit		Withdrawal		Unknown Withdrawal		2,000.00	
17	TCC 0397	10/7/2010	2010	Debit		Withdrawal made in Branch		Unknown Withdrawal		2,000.00	
18	TCC 0397	10/18/2010	2010	Debit		Withdrawal made in Branch		Unknown Withdrawal		2,000.00	
19	TCBD 7001	1/3/2011	2011	Debit		Withdrawal		Unknown Withdrawal		2,800.00	
20	TCBD 7922	11/24/2010	2010	Debit		Withdrawal		Unknown Withdrawal		3,000.00	
21	TCBD 7922	12/15/2010	2010	Debit		Withdrawal		Unknown Withdrawal		3,000.00	
22	TCBD 7922	3/15/2011	2011	Debit		Withdrawal		Unknown Withdrawal		3,000.00	
23	TCBD 7922	6/3/2011	2011	Debit		Withdrawal		Unknown Withdrawal		3,000.00	
24	TCBD 7001	12/1/2010	2010	Debit		Withdrawal		Unknown Withdrawal		3,000.00	
25	TCBD 7001	6/14/2011	2011	Debit	Withdrawal			Unknown Withdrawal		3,000.00	
26	TCBD 7001	9/9/2011	2011	Debit	Withdrawal			Unknown Withdrawal		3,000.00	
27	TCC 0397	10/8/2010	2010	Debit		Withdrawal made in Branch		Unknown Withdrawal		3,000.00	
28	TCC 0397	12/28/2010	2010	Debit		Withdrawal made in Branch		Unknown Withdrawal		3,000.00	
29	TCBD 7001	2/14/2011	2011	Debit		Withdrawal		Unknown Withdrawal		3,500.00	
30	TCBD 7001	12/10/2010	2010	Debit		Withdrawal		Unknown Withdrawal		4,000.00	
31	TCBD 7001	01/24/11	2011	Debit		Withdrawal		Unknown Withdrawal		4,200.00	
32	ERCC 5947	1/17/2012	2012	Debit		Withdrawal		Unknown Withdrawal		5,000.00	
33	TCBD 7922	11/3/2010	2010	Debit		Withdrawal		Unknown Withdrawal		5,000.00	
34	TCBD 7001	12/6/2010	2010	Debit		Withdrawal		Unknown Withdrawal		5,000.00	
35	TCBD 7001	12/20/2010	2010	Debit		Withdrawal		Unknown Withdrawal		5,000.00	
36	TCBD 7001	1/25/2011	2011	Debit		Withdrawal		Unknown Withdrawal		5,000.00	
37	TCC 0397	7/28/2010	2010	Debit		Withdrawal made in Branch		Unknown Withdrawal		6,000.00	
38	TCBD 7922	11/12/10	2010	Debit		Withdrawal		Unknown Withdrawal		8,000.00	
39	TCBD 5304	2/10/2012	2012	Debit		Withdrawal		Unknown Withdrawal		8,242.50	
40	TCBD 7001	07/11/11	2011	Debit	Withdrawal			Unknown Withdrawal		12,350.00	
41											
42										126,892.50	

ACC013379.017
FILE #8337

From:	Jessica Corn
To:	Kevin Kuhlman
Subject:	FW: Tri-Core Companies" Balance Sheets & Profit & Loss
Date:	Wednesday, August 14, 2013 4:15:36 PM
Attachments:	2008.pdf 2009.pdf 2010.pdf June 30 2011.pdf Disclosed to ACC.pdf

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From: Sheridan Corbeil [mailto:scorbeil@thrasherjemsek.com]
Sent: Wednesday, August 14, 2013 4:15 PM
To: Jason Mogler; 'Bobby O. Thrasher, Jr.'; Jessica Corn
Subject: Tri-Core Companies' Balance Sheets & Profit & Loss

Jessica, Bobby, and Jason:

I found something interesting. First, this now answers our question that Pallav Acharya (hired by former counsel Polsinelli Shughart) created the companies balance sheets / profit and loss statements that were disclosed to the ACC (all the disclosed docs. have the bates number at the bottom).

Here's the interesting part: years 2009-2011 match between what was disclosed to the ACC and the attachments. Year 2008 does not match. Jason, any idea why?

Sheridan Corbeil, CP
T H R A S H E R
J E M S E K
a professional limited liability company
Street Address: 2701 East Camelback Road, Ste. #160 ● Phoenix, Arizona 85016
Mailing Address: 530 East McDowell Road, Ste. #107-495 ● Phoenix, Arizona 85004
Direct (602) 773-2641
Office (602) 324-4684 ● **Fax** (602) 324-4685
Email: scorbeil@thrasherjemsek.com

From: Jason M [mailto:jasonmogler@gmail.com]
Sent: Friday, July 12, 2013 7:12 AM
To: Bobby O. Thrasher, Jr.
Subject: Fwd: Nikki Print attachments

Please confirm rec of attachments
---------- Forwarded message ----------
From: **Jason Mogler** <jasonmogler@gmail.com>
Date: Thu, Feb 21, 2013 at 9:41 AM
Subject: Nikki Print attachments
To: nyke628@gmail.com

Davis EXHIBIT 15
DATE 12-12-13
Colette E. Ross
CCR No. 50652

---------- Forwarded message ----------
From: **Pallav Acharya** <PallavA@cpaglobaltax.com>
Date: Mon, Nov 14, 2011 at 11:00 AM
Subject: Tricore information
To: jasonmogler@gmail.com, pguttilla@polsinelli.com, Michael Patterson

EXHIBIT
S-268
ADMITTED

<mfpatterson@polsinelli.com>
Cc: ram.shembekar@gmail.com

Dear all,

Please see attached the P&L and Balance Sheet from 2008 to June 30, 2011.

Please note that the attached reports are based on the information provided by Jason Mogler to Ram Shembekar over past few months. They have neither been audited nor certified by us.

We are in the process of preparing the tax returns for last 3 years and will forward the drafts as soon as ready.

Let me know if you have any questions.

Thanks,
Pallav

Pallav Acharya, CPA, FCA, CIM
CPA Global Tax & Accounting PLLC
14362 N Frank Lloyd Wright Blvd.
Scottsdale, AZ 85260
Phone: (480) 889-8949
eFax: (602) 467-3291
www.cpaglobaltax.com
http://cpaglobaltax.wordpress.com

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TRI-CORE COMPANIES. LLC
Balance Sheet
As of December 31, 2008

	Dec 31, 08
ASSETS	
Current Assets	
Checking/Savings	
Bank Balance	
Wells Fargo	22,209.71
Wells Faro Savings	1,327.85
Total Bank Balance	23,537.56
Total Checking/Savings	23,537.56
Other Current Assets	
Inventory Asset	
Lot 47 Mexico Land	184,377.40
Lot 5 Mexico Land	369,471.56
Total Inventory Asset	553,848.96
Loans & Advances	
Jason Mogler	1,173.88
Stevens Consulting, LLC	152,660.00
Total Loans & Advances	153,833.88
Total Other Current Assets	707,682.84
Total Current Assets	731,220.40
Fixed Assets	
Office Equipment	5,956.67
Total Fixed Assets	5,956.67
TOTAL ASSETS	737,177.07
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Secured Loans	759,200.00
Total Long Term Liabilities	759,200.00
Total Liabilities	759,200.00
Equity	
Jason Todd Mogler Draws	-28,721.00
Jason Todd Mogler Equity	100,000.00
Jim Hinkelday Draws	-71,466.00
Net Income	-21,835.93
Total Equity	-22,022.93
TOTAL LIABILITIES & EQUITY	737,177.07

ACC013386.001
FILE #8337

TRI-CORE COMPANIES. LLC
Profit & Loss
January through December 2008

	Jan - Dec 08
Ordinary Income/Expense	
Income	
Professional Services	25,500.00
Total Income	25,500.00
Gross Profit	25,500.00
Expense	
Advertising and Promotion	755.95
Allocable Expenses	0.00
Automobile Expense	105.32
Bank Service Charges	87.73
Books & Periodicals	19.39
Business Licenses and Permits	372.00
Donations	3,500.00
Dues and Subscriptions	765.35
Interest Expense	2,400.00
Meals and Entertainment	2,183.98
Miscellaneous Expense	4,306.71
Office Supplies	1,102.03
Postage and Delivery	164.18
Printing and Reproduction	967.78
Professional Fees	24,747.95
Rent Expense	769.00
Repairs and Maintenance	34.11
Shipping Expenses	112.27
Shows & Expo	3,507.31
Travel Expense	1,712.72
Total Expense	47,613.78
Net Ordinary Income	-22,113.78
Other Income/Expense	
Other Income	
Dividend Income	277.85
Total Other Income	277.85
Net Other Income	277.85
Net Income	-21,835.93

ACC013386.002
FILE #8337

TRI-CORE COMPANIES, LLC
Balance Sheet
As of December 31, 2009

	Dec 31, 09	
ASSETS		
Current Assets		
Checking/Savings		
Bank Balance		
Wells Fargo	5,935.00	
Wells Faro Savings	691.25	
WF Weekend Sweep xxx54877	208,994.55	
Total Bank Balance		215,620.80
Total Checking/Savings		215,620.80
Other Current Assets		
Inventory Asset		
Avondale Property	85,639.18	
House 3 - N 30th Ave.	142,708.33	
House 4 1437 W Canyon Creek Dr	99,732.04	
House 5 7014 N 15th St, Phx	143,481.64	
Lot 47 Mexico Land	424,923.40	
Lot 5 Mexico Land	671,133.56	
Missouri Property	119,136.14	
Total Inventory Asset		1,886,754.29
Loans & Advances		
Russo Films	35,335.00	
Stevens Consulting, LLC	152,660.00	
Tricore ATM, LLC	5,000.00	
Vince Gibbons	8,000.00	
Total Loans & Advances		200,995.00
Total Other Current Assets		2,087,749.29
Total Current Assets		2,303,370.09
Fixed Assets		
Furniture and Equipment		7,705.65
Office Equipment		38,596.37
Total Fixed Assets		46,302.02
TOTAL ASSETS		**2,349,672.11**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Loans Payable		
Fuel Fresh, Inc - Loan A/c	1,201,583.33	
Jason Mogler - Loan A/c	155,952.77	
Total Loans Payable		1,357,536.10
Total Other Current Liabilities		1,357,536.10
Total Current Liabilities		1,357,536.10
Long Term Liabilities		
Secured Loans		1,217,158.03
Total Long Term Liabilities		1,217,158.03
Total Liabilities		2,574,694.13

ACC013386.003
FILE #8337

TRI-CORE COMPANIES. LLC
Balance Sheet
As of December 31, 2009

	Dec 31, 09
Equity	
Jason Todd Mogler Draws	-88,373.94
Jason Todd Mogler Equity	280,000.00
Jim Hinkelday Draws	-225,672.61
Retained Earnings	-21,835.93
Net Income	-169,139.54
Total Equity	-225,022.02
TOTAL LIABILITIES & EQUITY	2,349,672.11

ACC013386.004
FILE #8337

TRI-CORE COMPANIES. LLC
Profit & Loss
January through December 2009

	Jan - Dec 09
Ordinary Income/Expense	
Income	
Gain / loss on sale of Property	12,334.50
Professional Services	0.00
Total Income	12,334.50
Gross Profit	12,334.50
Expense	
Advertising and Promotion	5,254.61
Allocable Expenses	0.00
Automobile Expense	6,681.95
Bank Service Charges	786.45
Books & Periodicals	455.65
Dues and Subscriptions	10,256.00
HOA Fees	0.00
Insurance Expense	0.00
Interest Expense	13,240.00
Meals and Entertainment	17,904.54
Miscellaneous Expense	680.25
Office Supplies	9,016.81
Postage and Delivery	1,736.85
Printing and Reproduction	267.69
Professional Fees	87,091.84
Repairs and Maintenance	0.00
Shows & Expo	16,774.58
Telephone Expense	818.75
Travel Expense	8,586.28
Utilities	0.00
Website Expense	2,045.59
Total Expense	181,607.84
Net Ordinary Income	-169,273.34
Other Income/Expense	
Other Income	
Dividend Income	3.40
Interest Income	130.40
Total Other Income	133.80
Net Other Income	133.80
Net Income	-169,139.54

ACC013386.005
FILE #8337

TRI-CORE COMPANIES. LLC
Balance Sheet
As of December 31, 2010

		Dec 31, 10
ASSETS		
Current Assets		
Checking/Savings		
Bank Balance		
Wells Fargo	5,915.00	
Wells Faro Savings	91.27	
WF Weekend Sweep xxx54877	29,617.45	
Total Bank Balance		35,623.72
Total Checking/Savings		35,623.72
Other Current Assets		
Inventory Asset		
Avondale Property	98,059.37	
House 4 1437 W Canyon Creek Dr	93,202.29	
House 5 7014 N 15th St, Phx	204,885.75	
Lot 47 Mexico Land	630,557.40	
Lot 5 Mexico Land	1,336,400.56	
Total Inventory Asset		2,361,105.37
Loans & Advances		
AM Dream Enterprises	15,000.00	
ERC Loans	6,847.00	
Jennifer Johnson Advance	22,600.00	
Russo Films	34,835.00	
Stevens Consulting, LLC	152,660.00	
Tricore ATM, LLC	5,000.00	
Vince Gibbons	8,000.00	
Total Loans & Advances		244,942.00
Total Other Current Assets		2,606,047.37
Total Current Assets		2,641,671.09
Fixed Assets		
Furniture and Equipment		29,489.97
Office Equipment		72,532.14
Total Fixed Assets		102,022.11
TOTAL ASSETS		**2,743,693.20**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Loans Payable		
Fuel Fresh, Inc - Loan A/c	1,078,583.33	
Jason Mogler - Loan A/c	40,752.77	
Total Loans Payable		1,119,336.10
Total Other Current Liabilities		1,119,336.10
Total Current Liabilities		1,119,336.10
Long Term Liabilities		
Secured Loans		2,351,358.03
Total Long Term Liabilities		2,351,358.03
Total Liabilities		3,470,694.13

ACC013386.006
FILE #8337

TRI-CORE COMPANIES. LLC
Balance Sheet
As of December 31, 2010

	Dec 31, 10
Equity	
Jason Todd Mogler Draws	-225,124.93
Jason Todd Mogler Equity	480,000.00
Jim Hinkelday Draws	-404,672.61
Retained Earnings	-190,975.47
Net Income	-386,227.92
Total Equity	-727,000.93
TOTAL LIABILITIES & EQUITY	2,743,693.20

ACC013386.007
FILE #8337

TRI-CORE COMPANIES. LLC
Profit & Loss
January through December 2010

	Jan - Dec 10
Ordinary Income/Expense	
Income	
Gain / loss on sale of Property	-93,047.42
Professional Services	25,000.00
Total Income	-68,047.42
Gross Profit	-68,047.42
Expense	
Advertising and Promotion	17,742.81
Allocable Expenses	0.00
Automobile Expense	10,872.69
Bank Service Charges	1,074.88
Books & Periodicals	1,177.84
Business Licenses and Permits	500.76
Continuing Education	19,191.00
Dues and Subscriptions	4,037.67
HOA Fees	0.00
Insurance Expense	0.00
Interest Expense	6,000.00
Meals and Entertainment	20,402.00
Miscellaneous Expense	3,170.94
Office Supplies	10,503.58
Postage and Delivery	3,163.09
Printing and Reproduction	3,252.53
Professional Fees	99,736.70
Rent Expense	57,005.36
Repairs and Maintenance	2,942.56
Shows & Expo	24,014.42
Telephone Expense	14,028.19
Travel Expense	10,342.83
Utilities	0.00
Website Expense	9,475.63
Total Expense	318,635.48
Net Ordinary Income	-386,682.90
Other Income/Expense	
Other Income	
Interest Income	454.98
Total Other Income	454.98
Net Other Income	454.98
Net Income	-386,227.92

ACC013386.008
FILE #8337

TRI-CORE COMPANIES. LLC
Balance Sheet
As of June 30, 2011

		Jun 30, 11
ASSETS		
Current Assets		
Checking/Savings		
Bank Balance		
Wells Fargo	104,116.51	
Wells Faro Savings	-208.67	
Total Bank Balance		103,907.84
Total Checking/Savings		103,907.84
Other Current Assets		
Inventory Asset		
Avondale Property	21,961.26	
House 4 1437 W Canyon Creek Dr	20,362.33	
House 5 7014 N 15th St, Phx	277,827.11	
Lot 47 Mexico Land	630,557.40	
Lot 5 Mexico Land	1,370,900.56	
Total Inventory Asset		2,321,608.66
Loans & Advances		
AM Dream Enterprises	15,000.00	
ERC Loans	6,847.00	
Jason Mogler	-26,807.11	
Jennifer Johnson Advance	22,600.00	
Russo Films	34,835.00	
Stevens Consulting, LLC	152,660.00	
Tricore ATM, LLC	5,000.00	
Vince Gibbons	8,000.00	
Total Loans & Advances		218,134.89
Total Other Current Assets		2,539,743.55
Total Current Assets		2,643,651.39
Fixed Assets		
Furniture and Equipment		29,489.97
Office Equipment		77,521.14
Total Fixed Assets		107,011.11
TOTAL ASSETS		**2,750,662.50**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Loans Payable		
Fuel Fresh, Inc - Loan A/c	995,044.33	
Total Loans Payable		995,044.33
Total Other Current Liabilities		995,044.33
Total Current Liabilities		995,044.33
Long Term Liabilities		
Secured Loans		2,954,450.28
Total Long Term Liabilities		2,954,450.28
Total Liabilities		3,949,494.61

ACC013386.009
FILE #8337

TRI-CORE COMPANIES. LLC
Balance Sheet
As of June 30, 2011

	Jun 30, 11
Equity	
Jason Todd Mogler Draws	-357,891.75
Jason Todd Mogler Equity	670,000.00
Jim Hinkelday Draws	-516,672.61
Retained Earnings	-577,203.39
Net Income	-417,064.36
Total Equity	-1,198,832.11
TOTAL LIABILITIES & EQUITY	2,750,662.50

ACC013386.010
FILE #8337

TRI-CORE COMPANIES. LLC
Profit & Loss
January through June 2011

	Jan - Jun 11
Ordinary Income/Expense	
Income	
Gain / loss on sale of Property	-811.89
Professional Services	241,634.00
Total Income	240,822.11
Gross Profit	240,822.11
Expense	
Advertising and Promotion	54,048.37
Automobile Expense	5,408.90
Bank Service Charges	517.80
Books & Periodicals	6.95
Business Licenses and Permits	830.00
Dues and Subscriptions	11,662.46
HOA Fees	892.60
Insurance Expense	2,639.73
Interest Expense	40,920.11
Meals and Entertainment	47,253.67
Miscellaneous Expense	121.33
Office Supplies	7,860.10
Postage and Delivery	7,080.88
Printing and Reproduction	8,296.95
Professional Fees	372,288.60
Rent Expense	27,703.47
Repairs and Maintenance	1,468.68
Shipping Expenses	138.30
Shows & Expo	3,516.25
Taxes	2,542.48
Telephone Expense	8,877.25
Travel Expense	49,440.77
Uncategorized Expenses	17.95
Utilities	1,689.85
Website Expense	2,714.51
Total Expense	657,937.96
Net Ordinary Income	-417,115.85
Other Income/Expense	
Other Income	
Dividend Income	51.49
Total Other Income	51.49
Net Other Income	51.49
Net Income	-417,064.36

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FILE #8337

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07/20/11

Cash Basis

TRI-CORE COMPANIES. LLC
Balance Sheet
As of December 31, 2008

	Dec 31, 08
ASSETS	
Current Assets	
Checking/Savings	
Wells Fargo	19,010
Wells Faro Savings	1,328
Total Checking/Savings	20,338
Other Current Assets	
Advance to Jason Mogler	210,903
Inventory Asset	
Lot 47 Relaxante Land	66,126
Lot 5 Land	132,969
Total Inventory Asset	199,095
Total Other Current Assets	409,998
Total Current Assets	430,336
Fixed Assets	
Office Equipment	5,957
Total Fixed Assets	5,957
TOTAL ASSETS	436,293
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Investor loans	
Lot 47 Relaxante Loans	483,800
Lot 5 Investor Loans	279,400
Total Investor loans	763,200
Total Long Term Liabilities	763,200
Total Liabilities	763,200
Equity	
Jason Todd Mogler Draws	-38,721
Jason Todd Mogler Equity	100,000
Jim Hinkelday Draws	-71,466
Net Income	-316,720
Total Equity	-326,907
TOTAL LIABILITIES & EQUITY	436,293

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07/20/11

Cash Basis

TRI-CORE COMPANIES. LLC
Profit & Loss
January through December 2008

	Jan - Dec 08
Ordinary Income/Expense	
Income	
Professional Services	25,500
Total Income	25,500
Gross Profit	25,500
Expense	
Advertising and Promotion	7,559
Automobile Expense	1,053
Bank Service Charges	881
Books & Periodicals	19
Business Licenses and Permits	372
Donations	1,500
Dues and Subscriptions	6,706
Interest Expense	24,000
Meals and Entertainment	24,086
Miscellaneous Expense	4,307
Office Supplies	3,271
Postage and Delivery	1,640
Printing and Reproduction	5,523
Professional Fees	200,411
Rent Expense	7,500
Repairs and Maintenance	338
Shipping Expenses	1,127
Shows & Expo	35,077
Travel Expense	17,127
Total Expense	342,498
Net Ordinary Income	-316,998
Other Income/Expense	
Other Income	
Dividend Income	278
Total Other Income	278
Net Other Income	278
Net Income	-316,720

TRI_C000034

ACC013386.013
FILE #8337

TRI-CORE COMPANIES. LLC
Balance Sheet
As of December 31, 2009

	Dec 31, 09	
ASSETS		
Current Assets		
Checking/Savings		
Bank Balance		
Wells Fargo	5,935.00	
Wells Faro Savings	691.25	
WF Weekend Sweep xxx54877	208,994.55	
Total Bank Balance		215,620.80
Total Checking/Savings		215,620.80
Other Current Assets		
Inventory Asset		
Avondale Property	85,639.18	
House 3 - N 30th Ave.	142,708.33	
House 4 1437 W Canyon Creek Dr	99,732.04	
House 5 7014 N 15th St, Phx	143,481.64	
Lot 47 Mexico Land	424,923.40	
Lot 5 Mexico Land	871,133.56	
Missouri Property	119,136.14	
Total Inventory Asset		1,886,754.29
Loans & Advances		
Russo Films	35,335.00	
Stevens Consulting, LLC	152,660.00	
Tricore ATM, LLC	5,000.00	
Vince Gibbons	8,000.00	
Total Loans & Advances		200,995.00
Total Other Current Assets		2,087,749.29
Total Current Assets		2,303,370.09
Fixed Assets		
Furniture and Equipment		7,705.65
Office Equipment		38,596.37
Total Fixed Assets		46,302.02
TOTAL ASSETS		2,349,672.11
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Loans Payable		
Fuel Fresh, Inc - Loan A/c	1,201,583.33	
Jason Mogler - Loan A/c	155,952.77	
Total Loans Payable		1,357,536.10
Total Other Current Liabilities		1,357,536.10
Total Current Liabilities		1,357,536.10
Long Term Liabilities		
Secured Loans		1,217,158.03
Total Long Term Liabilities		1,217,158.03
Total Liabilities		2,574,694.13

TRI_C000062

ACC013386.014
FILE #8337

TRI-CORE COMPANIES. LLC
Balance Sheet
As of December 31, 2009

	Dec 31, 09
Equity	
Jason Todd Mogler Draws	-88,373.94
Jason Todd Mogler Equity	280,000.00
Jim Hinkelday Draws	-225,672.61
Retained Earnings	-21,835.93
Net Income	-169,139.54
Total Equity	-225,022.02
TOTAL LIABILITIES & EQUITY	2,349,672.11

TRI_C000063

ACC013386.015
FILE #8337

TRI-CORE COMPANIES, LLC
Profit & Loss
January through December 2009

	Jan - Dec 09
Ordinary Income/Expense	
Income	
Gain / loss on sale of Property	12,334.50
Professional Services	0.00
Total Income	12,334.50
Gross Profit	12,334.50
Expense	
Advertising and Promotion	5,254.61
Allocable Expenses	0.00
Automobile Expense	6,681.95
Bank Service Charges	796.45
Books & Periodicals	456.65
Dues and Subscriptions	10,256.00
HOA Fees	0.00
Insurance Expense	0.00
Interest Expense	13,240.00
Meals and Entertainment	17,904.54
Miscellaneous Expense	680.25
Office Supplies	9,016.81
Postage and Delivery	1,736.85
Printing and Reproduction	267.69
Professional Fees	87,091.84
Repairs and Maintenance	0.00
Shows & Expo	16,774.58
Telephone Expense	818.75
Travel Expense	8,586.28
Utilities	0.00
Website Expense	2,045.59
Total Expense	181,607.84
Net Ordinary Income	-169,273.34
Other Income/Expense	
Other Income	
Dividend Income	3.40
Interest Income	130.40
Total Other Income	133.80
Net Other Income	133.80
Net Income	-169,139.54

TRI_C000064

ACC013386.016
FILE #8337

TRI-CORE COMPANIES. LLC
Balance Sheet
As of December 31, 2010

		Dec 31, 10
ASSETS		
Current Assets		
Checking/Savings		
Bank Balance		
Wells Fargo	5,915.00	
Wells Faro Savings	91.27	
WF Weekend Sweep xxx54877	29,617.45	
Total Bank Balance		35,623.72
Total Checking/Savings		35,623.72
Other Current Assets		
Inventory Asset		
Avondale Property	96,059.37	
House 4 1437 W Canyon Creek Dr	93,202.29	
House 5 7014 N 15th St, Phx	204,885.75	
Lot 47 Mexico Land	630,557.40	
Lot 5 Mexico Land	1,336,400.56	
Total Inventory Asset		2,361,105.37
Loans & Advances		
AM Dream Enterprises	15,000.00	
ERC Loans	6,847.00	
Jennifer Johnson Advance	22,600.00	
Russo Films	34,835.00	
Stevens Consulting, LLC	152,660.00	
Tricore ATM, LLC	5,000.00	
Vince Gibbons	8,000.00	
Total Loans & Advances		244,942.00
Total Other Current Assets		2,606,047.37
Total Current Assets		2,641,671.09
Fixed Assets		
Furniture and Equipment		29,489.97
Office Equipment		72,532.14
Total Fixed Assets		102,022.11
TOTAL ASSETS		2,743,693.20
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Loans Payable		
Fuel Fresh, Inc - Loan A/c	1,078,583.33	
Jason Mogler - Loan A/c	40,752.77	
Total Loans Payable		1,119,336.10
Total Other Current Liabilities		1,119,336.10
Total Current Liabilities		1,119,336.10
Long Term Liabilities		
Secured Loans		2,351,358.03
Total Long Term Liabilities		2,351,358.03
Total Liabilities		3,470,694.13

TRI_C000065

ACC013386.017
FILE #8337

TRI-CORE COMPANIES, LLC
Balance Sheet
As of December 31, 2010

	Dec 31, 10
Equity	
Jason Todd Mogler Draws	-225,124.93
Jason Todd Mogler Equity	480,000.00
Jim Hinkelday Draws	-404,672.61
Retained Earnings	-190,975.47
Net Income	-386,227.92
Total Equity	-727,000.93
TOTAL LIABILITIES & EQUITY	2,743,693.20

TRI_C000066

ACC013386.018
FILE #8337

TRI-CORE COMPANIES. LLC
Profit & Loss
January through December 2010

	Jan - Dec 10
Ordinary Income/Expense	
Income	
Gain / loss on sale of Property	-93,047.42
Professional Services	25,000.00
Total Income	-68,047.42
Gross Profit	-68,047.42
Expense	
Advertising and Promotion	17,742.81
Allocable Expenses	0.00
Automobile Expense	10,872.69
Bank Service Charges	1,074.88
Books & Periodicals	1,177.84
Business Licenses and Permits	500.76
Continuing Education	19,191.00
Dues and Subscriptions	4,037.87
HOA Fees	0.00
Insurance Expense	0.00
Interest Expense	6,000.00
Meals and Entertainment	20,402.00
Miscellaneous Expense	3,170.94
Office Supplies	10,503.58
Postage and Delivery	3,163.09
Printing and Reproduction	3,252.53
Professional Fees	99,736.70
Rent Expense	57,005.36
Repairs and Maintenance	2,942.56
Shows & Expo	24,014.42
Telephone Expense	14,028.19
Travel Expense	10,342.83
Utilities	0.00
Website Expense	9,475.63
Total Expense	318,635.48
Net Ordinary Income	-386,682.90
Other Income/Expense	
Other Income	
Interest Income	454.98
Total Other Income	454.98
Net Other Income	454.98
Net Income	-386,227.92

TRI_C000067

ACC013386.019
FILE #8337

TRI-CORE COMPANIES. LLC
Balance Sheet
As of June 30, 2011

		Jun 30, 11
ASSETS		
Current Assets		
Checking/Savings		
Bank Balance		
Wells Fargo	104,116.51	
Wells Faro Savings	-208.67	
Total Bank Balance		103,907.84
Total Checking/Savings		103,907.84
Other Current Assets		
Inventory Asset		
Avondale Property	21,961.26	
House 4 1437 W Canyon Creek Dr	20,362.33	
House 5 7014 N 15th St, Phx	277,827.11	
Lot 47 Mexico Land	630,557.40	
Lot 5 Mexico Land	1,370,900.56	
Total Inventory Asset		2,321,608.66
Loans & Advances		
AM Dream Enterprises	15,000.00	
ERC Loans	5,847.00	
Jason Mogler	-26,807.11	
Jennifer Johnson Advance	22,600.00	
Russo Films	34,835.00	
Stevens Consulting, LLC	152,660.00	
Tricore ATM, LLC	5,000.00	
Vince Gibbons	8,000.00	
Total Loans & Advances		218,134.89
Total Other Current Assets		2,539,743.55
Total Current Assets		2,643,651.39
Fixed Assets		
Furniture and Equipment		29,489.97
Office Equipment		77,521.14
Total Fixed Assets		107,011.11
TOTAL ASSETS		**2,750,662.50**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Loans Payable		
Fuel Fresh, Inc - Loan A/c	995,044.33	
Total Loans Payable		995,044.33
Total Other Current Liabilities		995,044.33
Total Current Liabilities		995,044.33
Long Term Liabilities		
Secured Loans		2,954,450.28
Total Long Term Liabilities		2,954,450.28
Total Liabilities		3,949,494.61

TRI_C000118

ACC013386.020
FILE #8337

TRI-CORE COMPANIES. LLC
Balance Sheet
As of June 30, 2011

	Jun 30, 11
Equity	
Jason Todd Mogler Draws	-357,891.75
Jason Todd Mogler Equity	670,000.00
Jim Hinkelday Draws	-516,672.61
Retained Earnings	-577,203.39
Net Income	-417,064.36
Total Equity	-1,198,832.11
TOTAL LIABILITIES & EQUITY	2,750,662.50

TRI_C000119

ACC013386.021
FILE #8337

TRI-CORE COMPANIES. LLC
Profit & Loss
January through June 2011

	Jan - Jun 11
Ordinary Income/Expense	
Income	
Gain / loss on sale of Property	-811.89
Professional Services	241,634.00
Total Income	240,822.11
Gross Profit	240,822.11
Expense	
Advertising and Promotion	54,048.37
Automobile Expense	5,408.90
Bank Service Charges	517.80
Books & Periodicals	6.95
Business Licenses and Permits	830.00
Dues and Subscriptions	11,662.46
HOA Fees	892.60
Insurance Expense	2,639.73
Interest Expense	40,920.11
Meals and Entertainment	47,253.67
Miscellaneous Expense	121.33
Office Supplies	7,860.10
Postage and Delivery	7,080.88
Printing and Reproduction	8,296.95
Professional Fees	372,288.60
Rent Expense	27,703.47
Repairs and Maintenance	1,468.68
Shipping Expenses	138.30
Shows & Expo	3,516.25
Taxes	2,542.48
Telephone Expense	6,877.25
Travel Expense	49,440.77
Uncategorized Expenses	17.95
Utilities	1,689.85
Website Expense	2,714.51
Total Expense	657,937.96
Net Ordinary Income	-417,115.85
Other Income/Expense	
Other Income	
Dividend Income	51.49
Total Other Income	51.49
Net Other Income	51.49
Net Income	-417,064.36

TRI_C000120

ACC013386.022
FILE #8337

Investment Chart

	A	B	C	D	E	F	G	H	I	J
1	Mogler									
2	Investments Chart									
3										
4										
5	**Companies**	**Controlling Person**	ACC Filing Date							
6	Tri-Core Companies, LLC	Jason Mogler								
7	Tri-Core Mexico Land Development, LLC									
8	Tri-Core Business Development, LLC	Jason Mogler								
9	ERC Compactors, LLC	Jason Mogler								
10	ERC Investment, LLC	Jason Mogler								
11	C&D Construction Services, Inc.									
12	Pangaea Investment Group, LLC d/b/a Arizona	Casimer Polanchek								
13										
14										
15										
16										
17										
18	**Investment**	**Note Amount**	**Rate of Return**	**Compounded**	**Note Time**	**Investments**	**Investors**	**Management**	**Commissions up to**	**Notes**
19	5/1/07 TCM PPM - "Lot 5"	$5,000	80%	Annually	24 months	1,300,000	1,000,000	James Stevens	10%	Independent Contractor Agreement between Tri-Core Mexico & BD required $925,000 in compensatic to BD from Mexico from Investor Funds (Notice of Opp. Pg 8)
20	2/1/08 TCC PPM - "Lot 5"	$5,000	80%	Annually	24 months	1,775,000	335,000		10%	
21	3/1/08 TCC PPM - "Lot 47"	$10,000	60%	Annually	24 months	1,400,000	908,832		10%	
22	6/1/08 TCC PPM - "Lot Unidentified"	$10,000	40%	Annually	24 months	1,300,000	170,000			
23	8/8/11 ERC PPM - "Compactors Unidentified"	$15,000	24%	Annually	24 months	1,200,000	880,000			Interest deferred for the first ninety days, with the deferred interest od $900 added to the principal amount. Interest payments were to be paid to investors were to be paid monthly starting the fourth month after the date of the investment
24	12/2/11 ERCI PPM - "Rubbish, Waste Recyclin	$25,000	18%	Monthly	24 months					
25	12/2/11 ERCI PPM - "Rubbish, Waste Recyclin	$25,000	12%	Monthly	24 months					
26	10/1/10 C&D PPM - "Rubbish, Waste Recyclin	$25,000	24%	Monthly	24 months	1,500,000	715,000			

Davis EXHIBIT 12
DATE 12-12-13
Cynthia E. Ross
CCR No. 50058

EXHIBIT
S-269
ADMITTED

ACC014464
FILE #8337

Investment Chart

	A	B	C	D	E	F	G	H	I	J	K
1	Mogler										
2	Bank Accounts										
3								Start Date	End Date	Summarized?	Notes
4	Entity/Name on Account	Bank/Credit Card	Account #	Type	Reviewed for Payments	Cancld Chks Signed by	Address				
5	Tri-Core Companies, LLC	Wells Fargo	5333080397	Expended Business Services Package (Checking)		Jason Mogler	8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	12/1/2009	12/31/2010	Yes	Main account Mogler's personal expenditures are derived from
6	Tri-Core Companies, LLC	Wells Fargo	9917533714	Expanded Business Services Package (Savings)			8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250			No	No Detail
7	Tri-Core Companies, LLC	Wells Fargo	8837954877	WF Business Weekend Sweep			8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	12/1/2009		No	No Detail
8	Tri-Core Business Development, LLC	Wells Fargo	2347997922	Basic Business Checking			7040 N 15th Street, Phoenix, AZ 85020	4/8/2010	5/7/2012	Yes	Summarized full period
9	Tri-Core Business Development, LLC	Wells Fargo	7013515569	Business Market Rate Savings			7040 N 15th Street, Phoenix, AZ 85020	5/1/2010	4/30/2012	Yes	Summarized full period
10	Tri-Core Business Development, LLC	Wells Fargo	2449177001	Simple Business Checking			7040 N 15th Street, Phoenix, AZ 85020	5/1/2010	4/30/2012	Yes	Summarized full period
11	Tri-Core Business Development, LLC	Wells Fargo	7013515304	Business Market Rate Savings			7040 N 15th Street, Phoenix, AZ 85020	5/1/2010	4/30/2012	Yes	Summarized full period
12	Tri-Core Business Development, LLC	Wells Fargo	9917533722	Business Money Market Fund			7040 N 15th Street, Phoenix, AZ 85020	5/1/2010	3/31/2011	Yes	Summarized 5/1/2010 through 3/30/2012 (more statements than indexed?)
13	ERC Compactors, LLC	Wells Fargo	1941215947	Business Checking		Jason Mogler	8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	8/22/2011	3/31/2012	Yes	Summarized full period, Kevin & Eric both input (need to check entries)
14	ERC Investments, LLC	Wells Fargo	9500990115	Advantage Business Package Checking			8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	7/1/2011	4/30/2012	Yes	Summarized 9/1/2011 through 4/1/2012, no significant activity
15	ERC Investments, LLC	Wells Fargo	3368995498	Business Market Rate Savings			8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	7/1/2011	4/30/2012	Yes	Summarized 8/1/2011 through 4/30/2012, no significant activity
16	ERC Investments, LLC	Wells Fargo	9500990123	Advantage Business Package Checking			8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	7/1/2011	4/30/2012	Yes	Summarized full period, No real activity, only Monthly Service Fees
17	ERC Investments, LLC	Wells Fargo	3368995472	Business Market Rate Savings			8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	7/1/2011	4/30/2012	Yes	Summarized 8/1/2011 through 4/30/2012, no significant activity
18	ERC of Nevada, LLC	Wells Fargo	1278974900	Expended Business Services Package		Jason Mogler	8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	5/12/2011	4/30/2012	Yes	Summarized 6/13/11 through 4/30/12
19	ERC of Nevada, LLC	Wells Fargo	5789701991	Business Market Rate Savings			8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	5/12/2011	4/30/2012	No	No Detail, shows interest but no transactions of significance, big transfer into corresponding checking account at the beginning of the account period
20	Jason Mogler	Wells Fargo	1343998678	Preferred Checking		Jason Mogler	118 E Coral Gables Dr, Phoenix, AZ 85022	8/25/2011	5/24/2012	Yes	Summarized full period
21	Jason Mogler	Wells Fargo	8788137548	Money Market Saving			118 E Coral Gables Dr, Phoenix, AZ 85022	8/25/2011	5/24/2012	Yes	Summarized full period
22	Jason Mogler	Chase	950140491	Premier Plus Checking			8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	4/2/2011	6/18/2012	Yes	Summarized 4/19/2011 through 6/18/2012, main personal account
23	Jason Mogler	Chase	2982101376	Plus Savings			8840 E Chaparral Rd, Ste 270, Scottsdale, AZ 85250	9/20/2011	6/18/2012	Yes	Summarized full period. No real activity, only Monthly Interest Payments
24	Jason Mogler	Bank of America	4656414017	Checking			Not Provided on Statement	12/6/2006	6/7/2010	No	No Detail, only shows page 2 of 3 for each month, only activity is payments for monthly service charges

ACC014465
FILE #8337

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%

$925,000 is Disclosed To the Lender In ACC complaint they say it is Not.

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.

Davis EXHIBIT 14
DATE 12-12-13
Colette E. Ross
CCR No. 50658

EXHIBIT
S-270
ADMITTED

Arizona Corporation Commission

05/07/2014 State of Arizona Public Access System 12:30 PM

Jump To...

Scanned Documents | Amendments | Notices of Pending Administrative Dissolution | Administrative Dissolutions and Reinstatements | Microfilm

Corporate Inquiry

File Number: L-1423153-3 AD-DISSOLVED-UNDELIVERABLE ADDRESS 09/19/2013

Check Corporate Status

Corp. Name: TCC 2 LLC

Domestic Address

UNDELIVERABLE DOMESTIC ADDRESS

8840 E CHAPARRAL RD #150

SCOTTSDALE, AZ 85250

Statutory Agent Information

Agent Name: ALPHA LEGAL FORMS & MORE INC

Agent Mailing/Physical Address:

4500 E SPEEDWAY BLVD #31

TUCSON, AZ 85712

Agent Status: APPOINTED 01/22/2008

Agent Last Updated: 04/29/2014

Additional Corporate Information

Corporation Type: DOMESTIC L.L.C.	**Business Type:**
Incorporation Date: 01/22/2008	**Corporate Life Period:** PERPETUAL
Domicile: ARIZONA	**County:** MARICOPA
Approval Date: 01/24/2008	**Original Publish Date:** 05/09/2008
Status: AD-DISSOLVED-UNDELIVERABLE ADDRESS	**Status Date:** 09/19/2013

Manager/Member Information

JIM HINKELDEY
MEMBER
8840 E CHAPARRAL RD #150
SCOTTSDALE,AZ 85250
Date of Taking Office: 01/22/2008
Last Updated: 01/24/2008

EXHIBIT
Witness S-271
ADMITTED

Scanned Documents

(Click on gray button - if present - to view document - will open in a new window.)

(If gray button is not present, please check back later.)

Document Number	Description	Date Received
02235285	ARTICLES OF ORGANIZATION	01/22/2008
02415796	PUB OF ARTICLES OF ORGANIZATION	05/09/2008
04500318	AMENDMENT	04/11/2014

Back To Top

Amendments

Amendment Date	Amendment Type	Publish Date	Publish Exception
04/11/2014	AMENDMENT		WAIVE

Back To Top

Notices of Pending Administrative Dissolution

Date	Reason
07/16/2013	DELINQUENT UNDELIVERABLE ADDRESS

Back To Top

Administrative Dissolutions and Reinstatements

Administrative Dissolution Date	Administrative Dissolution Reason	Reinstatement Date
09/19/2013	AD-DISSOLVED - UNDELIVERABLE ADDRESS	

Back To Top

Microfilm

Location	Date Received	Description
32107001827	01/22/2008	ARTICLES OF ORGANIZATION
32123004321	05/09/2008	PUB OF ARTICLES OF ORGANIZATION
11913017036	07/26/2011	MAIL RETURNED/NOTIFICATION LETTER

Back To Top

- Corporate Name Search Instructions
- General Web Site Usage Instructions
- STARPAS Main Menu
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- Arizona Corporation Commission Home Page

AZ CORPORATION COMMISSION
FILED

APR 1 1 2014

FILE NO. L-1423153-3

AZ Corp. Commission
04500318

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

ARTICLES OF AMENDMENT

Read the Instructions L015!

1. **ENTITY NAME** – give the exact name of the LLC as currently shown in A.C.C. records:

TCC 2

2. **A.C.C. FILE NUMBER:** L-1423153-3

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: http://www.azcc.gov/Divisions/Corporations

CHECK THE BOX NEXT TO EACH CHANGE BEING MADE AND COMPLETE THE REQUESTED INFORMATION FOR THAT CHANGE.

3. ☐ **ENTITY NAME CHANGE** – type or print the exact NEW name of the LLC in the space below:

4. ☑ **MEMBERS CHANGE (CHANGE IN MEMBERS)** – see Instructions L015! – use one block per person • FOR MEMBERS CURRENTLY SHOWN IN A.C.C. RECORDS – list the name of each member being changed, and below that provide any new information for that member (new name and/or address), then check all boxes that apply to indicate the change being made for that member. FOR NEW MEMBERS – in a separate block, list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, complete and attach the Amendment Attachment for Members form L044.

Jason Mingler	
Name currently shown in ACC records	Name currently shown in ACC records
NEW Name: 8840 E. Chaparral	NEW Name
Address 1: #270	Address 1
Address 2 (optional): Scottsdale AZ 85250	Address 2 (optional)
City: UNITED STATES State or Province Zip	City State or Province Zip
Country	Country
☐ Address change ☐ Add as 20% or more member ☐ Name change ☐ Add as less than 20% member ☑ Remove member	☐ Address change ☐ Add as 20% or more member ☐ Name change ☐ Add as less than 20% member ☐ Remove member
Name currently shown in ACC records	Name currently shown in ACC records
NEW Name	NEW Name
Address 1	Address 1
Address 2 (optional)	Address 2 (optional)
City State or Province Zip	City State or Province Zip
Country	Country
☐ Address change ☐ Add as 20% or more member ☐ Name change ☐ Add as less than 20% member ☐ Remove member	☐ Address change ☐ Add as 20% or more member ☐ Name change ☐ Add as less than 20% member ☐ Remove member

5. ☐ **MANAGERS CHANGE (CHANGE IN MANAGERS)** – [illegible] per person. – FOR MANAGERS CURRENTLY SHOWN IN A.C.C. RECORDS – list the name of each manager being changed, and below that provide any new information for that manager (new name and/or address), then check all boxes that apply to indicate the change being made for that manager. FOR NEW MANAGERS – in a separate block, list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, complete and attach the amendment attachment for Managers form L043.

Name currently shown in ACC records	Name currently shown in ACC records
NEW Name	NEW Name
Address 1	Address 1
Address 2 (optional)	Address 2 (optional)
City / State or Province / Zip	City / State or Province / Zip
Country	Country
☐ Address change ☐ Add as manager	☐ Address change ☐ Add as manager
☐ Name change ☐ Remove manager	☐ Name change ☐ Remove manager

6. ☐ **MANAGEMENT STRUCTURE CHANGE** – see Instructions L0153 – check only one box below and follow instructions:

☐ CHANGING TO MANAGER-MANAGED LLC – complete and attach the Manager Structure Attachment form L040. *The filing will be rejected if it is submitted without the attachment.*

☐ CHANGING TO MEMBER-MANAGED LLC – complete and attach the Member Structure Attachment form L041. *The filing will be rejected if it is submitted without the attachment.*

7. ☐ **STATUTORY AGENT CHANGE – NEW AGENT APPOINTED** – see Instructions L0153

7.1 REQUIRED – give the name (can be an individual or an entity) and *physical or street address* (not a P.O. Box) in Arizona of the NEW statutory agent:	7.2 OPTIONAL – mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):
Statutory Agent Name (optional)	
Attention (optional)	Attention (optional)
Address 1	Address 1
Address 2 (optional)	Address 2 (optional)
City / State / Zip	City / State / Zip

7.3 REQUIRED – the Statutory Agent Acceptance form R002 must be submitted along with these Articles of Amendment.

8. ☐ **STATUTORY AGENT ADDRESS CHANGE – ADDRESS OF CURRENT STATUTORY AGENT** – complete 8.1 and/or 8.2:

8.1 NEW *physical or street address* (not a P. O. Box) in Arizona of the existing statutory agent:	8.2 NEW mailing address in Arizona of the existing statutory agent (can be a P.O. Box):
Attention (optional)	Attention (optional)
Address 2	Address 1
Address 3 (optional)	Address 2 (optional)
City / State / Zip	City / State / Zip

9. ☐ **ARIZONA KNOWN PLACE OF BUSINESS ADDRESS CHANGE:**

9.1 Is the NEW Arizona known place of business address the same as the street address of the statutory agent?

☐ Yes – go to number 10 and continue
☐ No – go to number 9.2 and continue

9.2 If you answered "No" to number 9.1, give the NEW physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona:

Address (optional)		
Address 1		
Address 1 (continued)		
City / Country	State or Province	Zip

10. ☐ **DURATION CHANGE** – check one to indicate the NEW duration or life period of the LLC:

☐ Perpetual
☐ The LLC's life period will end on this date: _____ (enter a date – mm/dd/yy)
☐ The LLC's life period will end upon the occurrence of this event:
_____ (describe an event)

11. ☐ **ENTITY TYPE CHANGE** – if changing entity type, check one and follow instructions:

☐ Changing to a PROFESSIONAL LLC – number 12 must also be completed.
☐ Changing to a NON-PROFESSIONAL LLC (professional LLC becoming a regular LLC).

12. ☐ **PROFESSIONAL SERVICES CHANGE** – describe the NEW type of professional services the professional LLC will render:
_____

13. ☐ **OTHER AMENDMENT** – If an amendment was made that was not addressed by the check boxes on this form, then you must attach to these Articles of Amendment a complete copy of the LLC's written amendment.

SIGNATURE By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

☑ I ACCEPT

Signature | Jason Todd Mogler (Printed Name) | 04/11/14 (Date mm/dd/yy)

MANAGERS – check only one and fill in the corresponding blank if signing for an entity:

☐ This is a manager-managed LLC and I am signing individually as a manager or I am signing for an entity manager named:	☒ This is a member-managed LLC and I am signing individually as a member or I am signing for an entity member named:

Filing Fee: $35.00 (regular processing) Expedited processing – add $35.00 to filing fee. All fees are nonrefundable – see instructions.	Mail: Arizona Corporation Commission – Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100

Please be advised that ACC staff can answer only the administrative questions related to filings. We do not seek private legal counsel for these matters but may provide a checklist of your options.
All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.
If you have questions after reading the instructions, please call 602-542-3026 or (outside Arizona only) 800-345-5819.

LLC-11.00
Rev. 02/10

Arizona Corporation Commission – Corporations Division
Page 3 of 3

AZ Corp. Commission
02235285

DO NOT PUBLISH THIS SECTION

ARTICLE 1
The company name must contain an ending which may be "limited liability company," "limited company," or the abbreviations "L.L.C.", "L.C.", "LLC" or "LC". If you are the holder or assignee of a trademark or trademark, attach Declaration of Trademark Holder form.

ARTICLE 2
May be in care of the statutory agent.

ARTICLE 3
The statutory agent must provide both a physical and mailing address. If statutory agent has P.O. Box, then they must provide a physical description of their street addressification. The agent must sign the Articles or provide a consent to acceptance of appointment.

ARTICLE 4
Complete this section only if you desire to select a date or occurrence when the company will dissolve. If perpetual duration is desired, leave this section blank.

ARTICLE 5.a.
Check which management structure will be applicable to your company.

AZ CORPORATION COMMISSION
FILED
JAN 2 2 2008
FILE NO. L-1423653-3

ARTICLES OF ORGANIZA

OF

TCC 2 LLC
(An Arizona Limited Liability Company)

1. Name. The name of the limited liability company is:
TCC 2 LLC

2. Registered Office. The address of the registered office in Arizona is:
8849 E. Chaparral Road - Suite 158
Scottsdale, Arizona 85250
located in the County of Maricopa

3. Statutory Agent. (In Arizona) The name and address of the statutory agent of the company is:
Alpha Legal Forms & More, Inc.
4909 E. Speedway Blvd., Suite 21
Tucson, AZ 85712

4. Dissolution. The latest date, if any, on which the limited liability company must dissolve is

5.a. Management.

[ ] Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

[✓] Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

DO NOT PUBLISH THIS SECTION

5.b.

Name:	Jason Todd Mogler	Jim Hinkelday
	[✓] member [ ] manager	[✓] member [ ] manager
Address:	8840 E. Chaparral Road - Suite 150	8840 E. Chaparral Road - Suite 150
City, State, Zip:	Scottsdale, Arizona 85250	Scottsdale, Arizona 85250
Name:		
	[ ] member [ ] manager	[ ] member [ ] manager
Address:		
City, State, Zip:		

ARTICLE 5.b. Depending upon your selection in 5.a., provide the names and addresses of the managers and members of the organization. Check the applicable title for each person. A member managed company cannot contain a manager or managers.

The person(s) executing this document need not be member(s) of the company.

Your fax and phone number is optional.

The agent may consent to the appointment by either executing the consent, attaching a cover letter, or if paying by check, executing the check.

LL:0086
Rev.4/2001

EXECUTED this 15 day of 1, 2006.

[Signature] [Signature]

LegalZoom.com, Inc., a California Corporation, Organizer
By: Bartola Balan, Assistant Secretary

[Print Name Here] [Print Name Here]

PHONE (323) 962-5500 x 520 FAX (323) 962-8280

Acceptance of Appointment By Statutory Agent

I Alpha Legal Forms & More, Inc., having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Signature of Statutory Agent
Alpha Legal Forms & More, Inc.
By: Kermit Barton, President

S-20867A-12-0459
S-255
(contains S-255a-S-255d)

EXHIBIT
S-255
ADMITTED