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

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Exhibit #: S90 - S109

Part 11 of 19

TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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EXHIBIT
S-90
ADMITTED

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: N. Tennenbaum (IRA) [B.Buckley]

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is May 1, 2007

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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 Mexico Land Development, 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 IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

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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 Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 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, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

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

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2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's 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:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of $60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

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Vince Gibbons – Director of Development and 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 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

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

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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4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

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acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this 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 Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

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7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

	AS ADJUSTED 05/01/07	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

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.

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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 May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

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12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

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

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

Exhibit B — PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

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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 Mexico Land Development, LLC Business Plan

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

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

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

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

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

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

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.

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16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or it's Principals and, to the best 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.

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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 **TRI-CORE MEXICO LAND DEVELOPMENT, LLC**, an Arizona Limited Liability Company.

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

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE MEXICO LAND DEVELOPMENT, 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 01, 2009.

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Nanette L. Tennenbaum

Amount Loaned: $50,000.00

Number of Notes: Ten (10)

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

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May 1, 2007

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

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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Print Name of Subscriber: **Nanette L. Tennenbaum**

Amount Loaned: $50,000.00

Number of Notes: Ten (10)

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 **Ten (10)** 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 **$50,000.00** (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 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.

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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

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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

COMPANY

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*

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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

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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

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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

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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.

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(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 _____ day of _____, 2008, 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** ***(if Funds are to be Invested in Joint Name or are Community Property)***
_____	_____
Signature of Individual	**Signature of Spouse** ***(if Funds are to be Invested in Joint Name or are Community Property)***
Print Address of Residence:	**Print Residential Telephone Number:**
_____	( ) _____
_____	
_____	

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

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

Entrust Mid South, LLC FBO Nanette L. Tennenbaum, Account #[redacted]32-01
Print Name of Partnership, Corporation, Trust or Entity

Account Holder
Title of Authorized Representative

Signature of Authorized Representative

Alexandria, Louisiana
Print Jurisdiction of Organization or Incorporation

Nanette L. Tennenbaum
Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

[redacted]
[redacted] Ohio [redacted]

Print Residential Telephone Number:

[redacted]

ACCEPTANCE

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By:_____
Jason Todd Mogler – Principal

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EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

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☐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.

SAMPLE

* 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.

EXHIBIT B

PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

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

Tri-Core 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 **Fifty Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand ($5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated 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.

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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. PAYMENT OF THE NOTE

All payments on the Note are to be made to Entrust Mid South, LLC, 1605 Murray Street, Suite 210, Alexandria, Louisiana 71301.

6. 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.

7. 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.

8. ATTORNEYS' FEES

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

9. 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.

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(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:

Entrust Mid South, LLC FBO Nanette L. Tennenbaum, Account #[redacted]32-01

Print Name

Signature & Date

Read and Approved:

Nanette L. Tennenbaum

Print Name

Signature & Date

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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. Full Name: _____

2. Address of Principal Residence: _____

_____

County: _____

3. Residence Telephone: (_____)_____

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

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

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

_____

_____

7. Please send all correspondence to:

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

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

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8. Date of Birth: _____

9. Citizenship: _____

10. Social Security Number 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 (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

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

C. Net Worth

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

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

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

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

(1)_____Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_____No

E. Investment Percentage of Net Worth

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

(1)_____Yes (2)_____No

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: _____

Signature

_____

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

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EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

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TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: N. Tennenbaum [B.Buckley]

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is May 1, 2007

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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 Mexico Land Development, 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 IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

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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 Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 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, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

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

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2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's 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:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of $60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

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Vince Gibbons – Director of Development and 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 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

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

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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4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

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acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this 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 Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

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7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

	AS ADJUSTED 05/01/07	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

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.

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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 May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

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12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

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

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

Exhibit B PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

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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 Mexico Land Development, LLC Business Plan

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

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

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

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

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

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

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.

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16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or it's Principals and, to the best 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.

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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 **TRI-CORE MEXICO LAND DEVELOPMENT, LLC**, an Arizona Limited Liability Company.

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

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE MEXICO LAND DEVELOPMENT, 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 01, 2009.

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Nanette L. Tennenbaum

Amount Loaned: $10,000.00

Number of Notes: Two (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

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May 1, 2007

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

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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Print Name of Subscriber: **Nanette L. Tennenbaum**

Amount Loaned: **$10,000.00**

Number of Notes: **Two (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 **Two (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 **$10,000.00** (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 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.

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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

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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

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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*

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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

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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

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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

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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.

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(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 _____ day of _____, 2008, 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** ***(if Funds are to be Invested in Joint Name or are Community Property)***
_____ **Signature of Individual**	_____ **Signature of Spouse** ***(if Funds are to be Invested in Joint Name or are Community Property)***
Print Address of Residence: _____ _____ _____	**Print Residential Telephone Number:** ( )_____

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

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

Nanette LaDow Tennenbaum Living Trust dated October 29, 2003

Print Name of Partnership, Corporation, Trust or Entity

Title of Authorized Representative

Signature of Authorized Representative

Columbus, Ohio

Print Jurisdiction of Organization or Incorporation

Nanette L. Tennenbaum

Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

[redacted]

[redacted] Ohio [redacted]

Print Residential Telephone Number:

[redacted]

DRAFT

ACCEPTANCE

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By:_____

Jason Todd Mogler – Principal

EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

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☐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.

SAMPLE

* 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.

EXHIBIT B

PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

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

Tri-Core 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 **Fifty Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no *later than twenty-four (24) months from the Commencement Date.* Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand ($5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated 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.

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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. PAYMENT OF THE NOTE

All payments on the Note are to be made to **Nanette LaDow Tennenbaum Living Trust dated October 29, 2003**.

6. 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.

7. 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.

8. ATTORNEYS' FEES

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

9. 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.

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(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:

Nanette LaDow Tennenbaum Living Trust dated October 29, 2003

Print Name

Signature & Date

Read and Approved:

Nanette L. Tennenbaum

Print Name

Signature & Date

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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. Full Name: _____

2. Address of Principal Residence: _____

_____

County: _____

3. Residence Telephone: (_____)_____

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

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

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

_____

_____

7. Please send all correspondence to:

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

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

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8. Date of Birth: _____

9. Citizenship: _____

10. Social Security Number 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 (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

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

C. Net Worth

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

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

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

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

(1)_____Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_____No

E. Investment Percentage of Net Worth

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

(1)_____Yes (2)_____No

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: _____

Signature

_____

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

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EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

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TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

EXHIBIT
S-91
ADMITTED

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: E. Therkildsen [B. Buckley]

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is May 1, 2007

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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 Mexico Land Development, 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 IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

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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.

ORIGINAL

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 Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 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, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

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

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2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's 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:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of $60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

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Vince Gibbons – Director of Development and 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 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

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

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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4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

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acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this 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 Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

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7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

	AS ADJUSTED 05/01/07	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

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.

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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 May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

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12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

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

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

Exhibit B — PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

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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 Mexico Land Development, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Mexico Land Development, 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 Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

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

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

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

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and 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.

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16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or it's Principals and, to the best 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.

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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 **TRI-CORE MEXICO LAND DEVELOPMENT, LLC**, an Arizona Limited Liability Company.

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

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE MEXICO LAND DEVELOPMENT, 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

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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 01, 2009.

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Artic Tern Technologies (Erik Therkildsen)

Amount Loaned: $125,000.00

Number of Notes: Twenty-Five (25)

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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)

Print Name of Subscriber: **Artic Tem Technologies (Erik Therkildsen)**

Amount Loaned: $125,000.00

Number of Notes: Twenty-Five (25)

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 **Twenty-Five (25)** 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 **$125,000.00 USD** (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.

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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

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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

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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*

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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

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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

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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

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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.

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(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 _____ day of _____, 2008, at _____(City), _____(State), _____(Country).

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** *(if Funds are to be invested in Joint Name or are Community Property)*
_____	_____
Signature of Individual	**Signature of Spouse** *(if Funds are to be invested in Joint Name or are Community Property)*
Print Address of Residence:	**Print Residential Telephone Number:**
_____	( ) _____
_____	
_____	

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

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

Artic Tern Technologies	**Owner**
Print Name of Partnership, Corporation, Trust or Entity	**Title of Authorized Representative**
	Jersey, Channel Islands, The Crown In Right of the United Kingdom
Signature of Authorized Representative	**Print Jurisdiction of Organization or Incorporation**
Erik Therkildsen (CPR #: [redacted]	**N/A**
Print Name of Authorized Representative	**Print Federal Tax Identification Number**
Print Address of Residence:	**Print Residential Telephone Number:** [redacted]
Artic Tern Erik Therkildsen c/o emenda a/s [redacted] Denmark	

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ACCEPTANCE

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By:_____

Jason Todd Mogler – Principal

EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

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☐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.

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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.

EXHIBIT B

PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

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

Tri-Core 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 **One-Hundred Twenty-Five Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand ($5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated 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.

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(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

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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.

INTERNAL

Maker:

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

Holder:

Artic Tern Technologies (Erik Therkildsen)
Print Name

Signature & Date

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. Full Name: _____

2. Address of Principal Residence: _____

_____

County: _____

3. Residence Telephone: (_____)_____

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

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

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

_____

_____

7. Please send all correspondence to:

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

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

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8. Date of Birth: _____

9. Citizenship: _____

10. Social Security Number 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 (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

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

C. Net Worth

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

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

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

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

(1)_____Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_____No

E. Investment Percentage of Net Worth

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

(1)_____Yes (2)_____No

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: _____

Signature

_____

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

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EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

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TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

EXHIBIT
S-92
ADMITTED

Tri-Core Business Development LLC – (877) 527-6698

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: R. Udd

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is May 1, 2007

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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 Mexico Land Development, 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 IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

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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 Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 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, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

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

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2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's 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:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of $60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

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Vince Gibbons – Director of Development and 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 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

Mr. Mogler is a principal partner in Tri-Core Business Development, 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. He 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.

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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4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

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acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this 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 Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of eighty (80%) 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 at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

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7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

	AS ADJUSTED 3/15/01	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

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.

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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 May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

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12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

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

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

Exhibit B — PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

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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 Mexico Land Development, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "**TERMS OF THE OFFERING.**" Such Investor should include his check made payable Tri-Core Mexico Land Development, 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 Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

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

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

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

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and 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.

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16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or it's Principals and, to the best 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.

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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 **TRI-CORE MEXICO LAND DEVELOPMENT, LLC**, an Arizona Limited Liability Company.

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

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE MEXICO LAND DEVELOPMENT, 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

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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 01, 2009.

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(The remainder of this page has been intentionally left blank.)

EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Randall C. Udd

Amount Loaned: $25,000.00

Number of Notes: Five (5)

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

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May 1, 2007

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

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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Print Name of Subscriber: Randall C. Udd

Amount Loaned: $25,000.00

Number of Notes: Five (5)

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 Five (5) 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 $25,000.00 (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 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.

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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

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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

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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*

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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

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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

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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

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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.

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(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 _____ day of _____, 2007, 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.

Randall C. Udd	
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**
Signature of Individual	**Signature of Spouse (if Funds are to be Invested in Joint Name or are Community Property)**

TRI_MLD002825

Print Address of Residence:

[redacted]

[redacted], Arizona [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:
( )

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ACCEPTANCE

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By:_____
Jason Todd Mogler

EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

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☐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.

DRAFT

* 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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TRI_MLD002829

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 **Twenty-Five Thousand 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.

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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: _____

2. Address of Principal Residence: _____

_____ County:_____

3. Residence Telephone: (_____)_____

4. Where are you registered to vote?_____

5. Your drivers license is issued by the following state:_____

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

_____

_____

7. Please send all correspondence to:

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

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(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

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:_____, 2007
Signature

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

DRAFT

EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

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TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

EXHIBIT
S-93
ADMITTED

Tri-Core Business Development LLC – (877) 527-6698

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: Vollmer

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is May 1, 2007

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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 Mexico Land Development, 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 IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

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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.

ORIGINAL

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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 Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 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, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

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

2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's 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:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of $60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

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Vince Gibbons – Director of Development and 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 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

Mr. Mogler is a principal partner in Tri-Core Business Development, 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. He 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.

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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4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

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acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this 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 Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of eighty (80%) 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 at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

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7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

	AS ADJUSTED 3/15/01	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

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.

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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 May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

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12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

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

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

Exhibit B — PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

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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 Mexico Land Development, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Mexico Land Development, 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 Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

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

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

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

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and 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.

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16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or it's Principals and, to the best 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.

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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 **TRI-CORE MEXICO LAND DEVELOPMENT, LLC**, an Arizona Limited Liability Company.

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

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE MEXICO LAND DEVELOPMENT, 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

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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 01, 2009.

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Mark & Jim Vollmer

Amount Loaned: $5,000.00

Number of Notes: One (1)

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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)

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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Print Name of Subscriber: **Mark & Jim Vollmer**

Amount Loaned: **$5,000.00**

Number of Notes: **One (1)**

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 One (1) Note 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 $5,000.00 (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 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.

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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

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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

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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*

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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

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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

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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

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TRI_MLD002317

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.

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(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 _____ day of _____, 2007, 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.

Mark Vollmer	**Jim Vollmer**
Print Name of Individual	**Print Name of Co-Investor** *(if Funds are to be invested in Joint Name or are Community Property)*
[redacted]	[redacted]
Print Social Security Number of Individual	**Print Social Security Number of Co-Investor** *(if Funds are to be Invested in Joint Name or are Community Property)*
_____	_____
Signature of Individual	**Signature of Co-Investor** *(if Funds are to be Invested in Joint Name or are Community Property)*

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Print Residential Address – Primary Investor:

[redacted]
[redacted] Arizona [redacted]

Print Residential Telephone Number:

[redacted]

Print Residential Address - Co-Investor:

[redacted]
[redacted] WI [redacted]

Print Residential Telephone Number:

[redacted]

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

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

Print Name of Partnership, Corporation, Trust or 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**

DRAFT

ACCEPTANCE

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By:_____
Jason Todd Mogler

EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

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☐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.

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

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EXHIBIT B

PROMISSORY NOTE

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EXHIBIT B

PROMISSORY NOTE

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

Tri-Core 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 **Five Thousand 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

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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.

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Maker:

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

Holder:

Mark Vollmer
Print Name

Signature & Date

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. Full Name: _____

2. Address of Principal Residence: _____

_____

County: _____

3. Residence Telephone: (_____)_____

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

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

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

_____

_____

7. Please send all correspondence to:

(1) _____ 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 Number 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 (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

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

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

CONFIDENTIAL

(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: _____

Signature

_____

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

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EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

CONFIDENTIAL

From: Origin ID: SCFA (480)346-3200
Alex Gurrola
Tri Core Lending, Inc.
8840 E CHAPARRAL RD
Suite 150
Scottsdale, AZ 85250

FedEx Express

Ship Date: 18JAN08
ActWgt: 1 LB
System#: 9416834/INET7091
Account#: S ********

Delivery Address Bar Code

SHIP TO: (920)907-0427 BILL SENDER
Darlene Vollmer

[redacted]
[redacted], WI [redacted]

Ref # Dennis
Invoice #
PO #
Dept #

TRK# 0201 7997 8750 6659

WED - 23JAN A2
EXPRESS SAVER
RES

ATW
WI-US
54935

SB-ATWA

Shipping Label: Your shipment is complete

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

EXHIBIT
S-94
ADMITTED

ACC011487
FILE #8337

1/17/2008

Dennis Narciso
Tri-Core Companies LLC
8840 East Chaparral Road – Suite 150
Scottsdale, Arizona 85250

Darlene Vollmer
[redacted]
[redacted] Wisconsin [redacted]

Dear Mrs. Vollmer:

Enclosed please find two copies of the Confidential Private Placement Memorandum for your investment. You and your brother will sign both copies and return one of the copies to us.

Please review the Confidential Private Placement Memorandum and complete the following:

1. The date, city, and state where you signed the agreement (on Page A11).
2. Circle your citizenship status (on Page A11).
3. Both of you please sign at the bottom of Page A11.
4. Insert the date (day & month) at the bottom of Page A12.
5. Initial the applicable Investor Status on Page A13, and if filing as an "Accredited Investor," please check the appropriate box on Pages A13-A14.
6. Sign and Date at the bottom of Page B4 of the Promissory Note.
7. Complete Exhibit C on Pages C1-C3 of the Promissory Note section, and sign/date on Page C3. You will only need to complete the Investor Suitability questionnaire for the copy you send back to us.

Once you have completed and signed the Memorandums, please remove the plastic tabs from your copy and stick them to the inside front cover of our copy. Return the completed and signed copy to us along with your funding for the investment (using the enclosed pre-paid return envelope), and keep the other copy for your personal records. **If funding via a check, please make sure that the check is made out to "Tri-Core Business Development, LLC."** I have also included Wire Instructions if you will be funding via wire transfer.

If you have any further questions regarding this signing, please do not hesitate to contact me at the number listed below. We thank you for your investment with Tri-Core Companies.

Best Regards,

Dennis Narciso
Production Consultant
Tri-Core Companies LLC
(480) 346-3200 x. 211
DennisTC4@gmail.com

TRI-CORE
Business Development

Funding and Wire Instructions

Investor:

If you are funding your investment with a check, please make the check out 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 Dennis Narciso toll-free at (877) 527-6698, or locally at (480) 346-3200 x. 211.

Thank you!

Regulation D – Information Sheet

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

1. If you will be investing as an individual, please provide the following:

Full Name:
DARLENE M. VOLLMER

Number of notes you would like to invest in / amount you wish to invest: 1@$5,000.00

Social Security Number: [redacted]

Spouse's Full Name:

(If applicable, e.g. filing jointly or for community property)

Residential Address:
[redacted]

[redacted] WI [redacted]

Residential Phone: [redacted]

Spouse's Social Security Number:

(If applicable, e.g. filing jointly or for community property)

E-Mail Address:
dmvoll@[redacted]

2. If you will be investing via a trust, partnership, corporation, or other business entity, please provide the following:

Full legal name of the entity: _____

Name & Title of an authorized representative: _____

Jurisdiction (state & county) of the entity: _____

Federal tax ID number of the entity (if applicable): _____

E-mail Address: dmvoll@[redacted]

Regulation D – Information Sheet

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

1. If you will be investing as an individual, please provide the following:

Full Name: Delbert E. Chapin Jr.

Social Security Number: [redacted]

Residential Address: [redacted]

[redacted] Wi [redacted]

Residential Phone: [redacted]

E-Mail Address:

Number of notes you would like to invest in / amount you wish to invest:

Spouse's Full Name:

(If applicable, e.g. filing jointly or for community property)

Spouse's Social Security Number:

(If applicable, e.g. filing jointly or for community property)

2. If you will be investing via a trust, partnership, corporation, or other business entity, please provide the following:

Full legal name of the entity: _____

Name & Title of an authorized representative: _____

Jurisdiction (state & county) of the entity: _____

Federal tax ID number of the entity (if applicable): _____

E-mail Address: _____

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FILE #8337

TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

CONFIDENTIAL

PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

Tri-Core Business Development LLC
(877) 527-6698

ACC011492
FILE #8337

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: D. Vollmer/D. Chapin (J. Allen/B. Buckley)

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201
The date of this Private Placement Memorandum is May 1, 2007

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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 Mexico Land Development, 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 IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

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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 Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 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, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

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

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2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's 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:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of $60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

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Vince Gibbons – Director of Development and 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 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

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

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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4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

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acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this 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 Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

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7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

	AS ADJUSTED 3/15/01	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

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.

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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 May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

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12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations *governing, among other things, the licensing of, and procedures that must be* followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

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

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

Exhibit B — PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

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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 Mexico Land Development, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see "TERMS OF THE OFFERING." Such Investor should include his check made payable Tri-Core Mexico Land Development, 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 Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

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

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

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

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and 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.

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16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or it's Principals and, to the best 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.

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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 **TRI-CORE MEXICO LAND DEVELOPMENT, LLC,** an Arizona Limited Liability Company.

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

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE MEXICO LAND DEVELOPMENT, 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

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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 01, 2009.

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Names of Subscribers: Darlene Vollmer & Delbert E. Chapin, Jr.

Amount Loaned: $5,000.00

Number of Notes: One (1)

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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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Print Names of Subscribers: **Darlene Vollmer & Delbert E. Chapin, Jr.**

Amount Loaned: $5,000.00

Number of Notes: One (1)

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 **One (1)** Note 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 **$5,000.00** (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 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.

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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

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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

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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*

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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

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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

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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

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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.

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(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 23 day of Jan, 2008, at Fond du Lac (City), WI (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.

Darlene M. Vollmer **Print Name of Primary Investor**	Delbert E. Chapin, Jr. **Print Name of Co-Investor** ***(if Funds are to be invested in Joint Name or are Community Property)***
[redacted] **Print Social Security Number of Individual**	[redacted] **Print SSN of Co-Investor** ***(if Funds are to be invested in Joint Name or are Community Property)***
Darlene M. Vollmer **Signature of Primary Investor**	Delbert E. Chapin Jr. **Signature of Co-Investor** ***(if Funds are to be invested in Joint Name or are Community Property)***

Residential Address of Primary Investor:

[redacted]

[redacted], Wisconsin [redacted]

Residential Telephone Number of Primary Investor:

[redacted]

Residential Address of Secondary Investor:

[redacted]

[redacted] Wisconsin

Residential Telephone Number of Secondary Investor:

[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 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

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ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 23 day of Jan, 2008.

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By: [signature]

Jason Todd Mogler – Principal

EXHIBIT 1
PRIMARY 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).

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

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

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

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

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

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☐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.

ORIGINAL

* 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.

ACC011527
FILE #8337

EXHIBIT B

PROMISSORY NOTE

ACC011527.1
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 **Five Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand ($5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated 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.

ACC011527.2
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 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:

Darlene M. Vollmer
Print Name of Primary Investor

Darlene M. Vollmer
Signature & Date
4-28-2008

EXHIBIT C

Tri-Core Mexico Land Development, LLC,

Primary 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. Full Name: Darlene M. Vollme
2. Address of Principal Residence: [redacted]
   [redacted], Wi. [redacted]

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

   _____

   _____
7. Please send all correspondence to:

   (1) X 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: US

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

B. Occupations and Income

1. Occupation: Child Care Teacher

(a) Business Address: 2nd St
Fdl

(b) Business Telephone Number: [redacted]

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

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

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

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

N/A (1) ____ Yes (2) ____ No

4. Estimated gross income during current year exceeds:

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

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

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

N/A (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) X $50,000-$100,000 (2) ____ $100,000-$250,000 (3) ____ $250,000-$500,000

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

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

(1)_____Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_X_No

E. Investment Percentage of Net Worth

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

N/A (1)_____Yes (2)_____No

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)_X_Yes (2)_____No

G. Prospective Investor's Representations

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

Prospective Investor:

Darlene M. Vollmer
Signature

Date: 1-23-08

Delbert E. Chapin Jr.
Signature (of joint purchase if purchase is to be made as joint tenants or as tenants in common)

CONFIDENTIAL

✓# 1333 1-23-08
$5,000.00
Tri-Core Business Development
Cashed by Jason To Mogler

C3

✓# 9511
1000.00
from DEC Jr.
to
Darlene M. Vollmer

EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

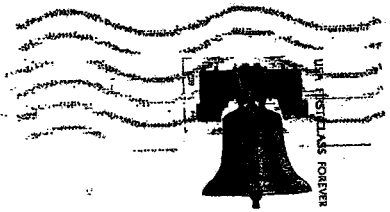
On file with Tri-Core Business Development, LLC.

CONFIDENTIAL

ACC011527.8
FILE #8337

Darlene Vollmer
[redacted] WI [redacted]

GREEN BAY WI 54313
03 MAY 2013 PM 3 L



Ms. Analisa Weiss
Arizona Corporation Commisson
Securities Division
1300 W. Washington 3rd Floor
Phoenix, Az 85007

Received
MAY - 6 2013
Arizona Corp. Commission
Securities Division

85007299699

ACC011595
FILE #8337

071000301
01/31/2008
[redacted]3804

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

D.M. VOLLMER
[redacted]
[redacted] WI [redacted]

1333

DATE 1-23-08

PAY TO THE ORDER OF Tri-Core Business Development LLC $ 5,000.00

Five thousand and no/100 DOLLARS

GuarantyBank

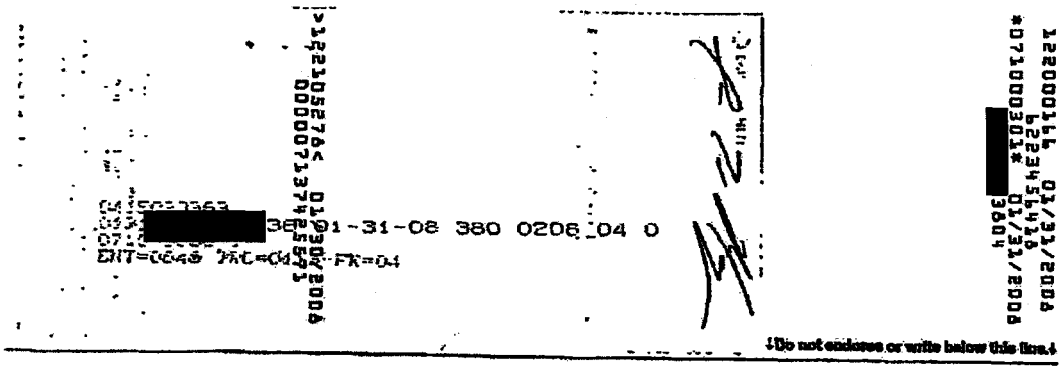
MEMO / Note

Darlene M. Vollmer

⑆275071288⑆ [redacted] 4874⑈ 1333

⑆275071288⑆ [redacted] 4874⑈ 1333 ⑈0000500000⑈

Account Number	[redacted]4874	OF6	4
Amount	$5,000.00	Trans	0
Post Date	20080131	Routing Number	275071288
Sequence	795496736	Serial	1333



ACC011596
FILE #8337

From: pwietsma@[redacted]
Sent: Monday, March 10, 2008 1:16 PM
To: brian@tricoreworld.com
Subject: Mexico Parcel 5

Brian,

I am one of the investors in the Parcel 5 project. I am contacting you regarding the status of the project and if it is possible to clos-out our investment. We have run into trouble on two commercial investments and are needing to raise capital. Can you look into this and get back to me.

Thank you,

Peter Wietsma
Wietsma Pacific
[redacted]

From: pwietsma@[redacted]
Sent: Wednesday, July 16, 2008 12:08 PM
To: brian@tricoreworld.com; dennis@tricoreworld.com
Subject: Re: Invitation to view WebEx recording "Tri-Core Companies - Lot 5 Update - 05/20/08"

Good afternoon,

I wanted to check in with you both to see how things are progressing with the Mexico project. I had not heard anything since May and just would like an update.

Thanks,

Peter Wietsma
Wietsma Pacific LLC
[redacted]

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

==========
Dear Investor:

Here is the link for the latest update on Lot 5. Click the link below to play it:

HYPERLINK
"https://tricoreworld.webex.com/tricoreworld/ldr.php?AT=pb&SP=MC&rID=2174438
7&rKey=F56D94CE0D333B02"
\nhttps://tricoreworld.webex.com/tricoreworld/ldr.php?AT=pb&SP=MC&rID=217443
87&rKey=F56D94CE0D333B02

Tri-Core Companies - Lot 5 Update - 05/20/08 May 20, 2008, 5:01 pm Mountain ST

PLEASE NOTE: THE PASSWORD TO ACCESS THE FILE IS "mexico5" (type it in without any quotation marks).

Please note that you may have to download the viewer application in order to hear the update. It typically is a pretty streamlined process where the system automatically downloads it for you, but if you have any issues with being able to hear the update, please let me know.

Thank you again, and have a great Memorial Day weekend.

--

Dennis Narciso

Production Consultant

Tri-Core Companies, LLC

8840 E. Chaparral Road - Suite 150

Scottsdale, Arizona 85250

Toll-Free: (877) 527-6698

Phone: (480) 346-3200 x. 211

Fax: (480) 346-3201

No virus found in this outgoing message.
Checked by AVG.
Version: 7.5.524 / Virus Database: 269.24.0/1460 - Release Date: 5/22/2008
7:06 AM

From: pwietsma@[redacted]
Sent: Tuesday, January 27, 2009 4:21 PM
To: brian@tricoreworld.com
Subject: Re: Tri-Core November Lot 5 update

Brian,

Hello. Back in November I sent an email wondering how things were going on the lot 5 project. I never did receive an answer to my questions but thought I would try again. Here is the email I sent:

Mr. Stevens,

I am writing to you to ask about the status of Lot 5 in Mexico. In the last update, there was not any discussion of the buyers that had, in July, appeared to be moving forward with the purchase. What is the status of these buyers? If they are no longer interested, what are the prospects? What happens when in April we hit the two year mark of our investment? Is Tri-Core prepared to continue moving forward to market and ultimately sell the property? Can you clarify the plans moving forward please.

Thank you,

Peter Wietsma
[redacted]

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

==========
Hello Everyone,

I hope all is well with each of you.

I have enclosed an audio update from the main principal and planning director Jim Stevens.

https://tricoreworld.webex.com/tricoreworld/ldr.php?AT=pb
<https://tricoreworld.webex.com/tricoreworld/ldr.php?AT=pb&SP=MC&rID=26320402&rKey=BCB129306CA3F738> &SP=MC&rID=26320402&rKey=BCB129306CA3F738

Due to the way Mexico takes off work during the month of December for the holidays, we will forgo the update until

January (on or about the 20th) as progress will be minimal for December.

If you need to contact Mr. Stevens he can be reached at [redacted] or e-mail: jlstevens@[redacted]

Thank you again for your participation and have a great Holiday season.

Sincerely,

Brian Buckley

Investor Relations

Tri-Core Companies

brian@tricoreworld.com

480-346-3200

877-527-6698 toll free

480-346-3201 Fax

[redacted] Cell

From: Stephanie Taryn Heller [stephanievirgil@[redacted]
Sent: Monday, December 29, 2008 1:34 PM
To: brian@tricoreworld.com
Subject: RE: Tri-Core November Lot 5 update

What's the update on Lot 5?

Ms. Stephanie Taryn Heller
[redacted]
stephanievirgil@[redacted]

From: brian@tricoreworld.com
To: hink3@[redacted]
Subject: Tri-Core November Lot 5 update
Date: Wed, 26 Nov 2008 15:55:39 -0700

Hello Everyone,

I hope all is well with each of you.

I have enclosed an audio update from the main principal and planning director Jim Stevens.

https://tricoreworld.webex.com/tricoreworld/ldr.php?AT=pb&SP=MC&rID=26320402&rKey=BCB129306CA3F738

Due to the way Mexico takes off work during the month of December for the holidays, we will forgo the update until
January (on or about the 20th) as progress will be minimal for December.

If you need to contact Mr. Stevens he can be reached at [redacted] or e-mail:
jlstevens@[redacted]

Thank you again for your participation and have a great Holiday season.

Sincerely,

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

480-346-3200
877-527-6698 toll free
480-346-3201 Fax
[redacted] Cell

It's the same Hotmail®. If by "same" you mean up to 70% faster. Get your account now.

From: Pitsch Insurance [pitschins@[redacted]
Sent: Wednesday, April 01, 2009 5:31 PM
To: brian@tricoreworld.com
Subject: RE: Lot 5 March update

Brian: Am I the only one who cannot open your downloads? Can you just tell me how things are going with Lot 5? I would like to open the updated messages, but haven't been able to so far. I open messages and downloads and links all day long, and every time your update comes in, I cannot open it. Please help. Thank you. –Sherry Pitsch

---

From: Brian Buckley [mailto:brian@tricoreworld.com]
Sent: Wednesday, April 01, 2009 4:19 PM
To: 'Pitsch Insurance'
Subject: RE: Lot 5 March update

Hello Sherry,

I hope you have been well. I have included a downloadable link to the update. I normally send a streaming link.

Give it a try and let me know, please.

https://tricoreworld.webex.com/tricoreworld/lsr.php?AT=dw&SP=MC&rID=31226197&rKey=B55B78B58A751C49

Sincerely,

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

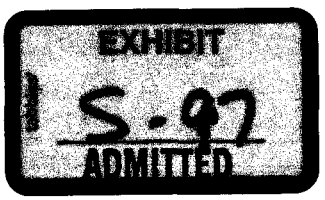
480-346-3200
877-527-6698 toll free
480-346-3201 Fax
[redacted] Cell

From: Pitsch Insurance [mailto:pitschins@[redacted]
Sent: Friday, March 27, 2009 11:43 PM
To: brian@tricoreworld.com
Subject: RE: Lot 5 March update

Brian: I cannot access this information. Is there another way to get to this link or can you tell me what the password is? Thank you. –Sherry Pitsch

---

From: Brian Buckley [mailto:brian@tricoreworld.com]
Sent: Friday, March 27, 2009 5:00 PM
To: brian@tricoreworld.com
Subject: Lot 5 March update



Hello Everyone,

I hope all is well with each of you.

I have enclosed an audio update for March from the main principal and planning director Jim Stevens.

https://tricoreworld.webex.com/tricoreworld/lsr.php?AT=pb&SP=MC&rID=31226197&rKey=BB82D604DE986B84

If you need to contact Mr. Stevens he can be reached at [redacted] or e-mail:
jlexstevens@[redacted]

Thank you again and have a great month.

Sincerely,

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

480-346-3200
877-527-6698 toll free
480-346-3201 Fax
[redacted] Cell

From: Jerold Mangas [drmangas@[redacted]
Sent: Saturday, April 26, 2008 3:24 PM
To: Brian Buckley
Subject: RE: Chandler and Relaxante units

Dear Brian
are you sending any further information to me to sign etc so I cand send in my checks and complete the purchase?

thanks

jerry mangas

Date: Thu, 24 Apr 2008 21:50:33 -0700
From: brian@tricoreworld.com
Subject: Re: Chandler and Relaxante units
To: drmangas@[redacted]

Hello Doctor,

Yes, we got the fax and I appreciate it. Also, on your request for the inception dates of your Lot 5
notes, they are as follows:

2 units for $10,000 on Feb. 11, 2008

2 units for $10,000 on Feb. 25, 2008

You also wanted an interest calculation and that is as follows:

On $ 10,000 your monthly interest is $666.67/mo for the 1st year for a sub-total of $8,000 in interest.

It compounds on the 1st anniversery and gains interest at $1200.00/ mo yr. 2 for $14,400 in interest.

This becomes $32,400 at the 24 month mark per $10,000 invested.

Thank you again.

Regards,

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

----- Original Message ----
From: Jerold Mangas <drmangas@[redacted]
To: brian@tricoreworld.com
Sent: Thursday, April 24, 2008 5:32:25 PM
Subject: Chandler and Relaxante units

Brian,

Did you get my applications for 8 units of the chandler offering and 4 units of Relaxante? If you didn't get the fax, can you just use my info on file to fill out the PPMs for the above number of units and mail them to me? Just let me know.

Thanks,

Jerry Mangas

From: mederby@[redacted]
Sent: Tuesday, February 19, 2008 11:21 AM
To: brian@tricoreworld.com
Subject: Fwd: Mexico

Importance: Low

Brian:

My time in California went quickly, and I am now back in Phoenix. The process of converting the Roth IRA into a self-directed IRA is in progress, but could take another ten or 15 days. The corporate portion is also in progress, and I am hoping to be able to move forward within the next week or so. I will keep you posted.

-----Original Message-----
From: Brian Buckley <brian@tricoreworld.com>
To: mederby@[redacted]
Sent: Thu, 31 Jan 2008 8:50 pm
Subject: Re: Mexico

Thank you Mr. Derby,

After you left thr mail came and our LLC completed publishing notice came. It won't show online, but I copied our receipt for
you. Thank you again and have a good couple of weeks in CA. I don't know why it copied 3 times.

Sincerely,

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

----- Original Message ----
From: "mederby@[redacted]" <mederby@[redacted]
To: brian@tricoreworld.com
Cc: PETBALLET@[redacted]
Sent: Thursday, January 31, 2008 1:32:03 PM
Subject: Re: Mexico

1/31/08

Brian:

As we discussed earlier today: I am interested in investing in Tri-Core Mexico. I have two contracts in mind, one in the name of my corporation (Amber Gold, Inc.) for $40-50,000, and another for $10,000 from my personal IRA. I expect that converting the IRA to a Self-Directed IRA will take a couple of weeks, and I need to run the documents past a couple of advisors as well. I am headed to Californina this week, and will be back in Phoenix around Monday, February 18. I'll get the process started now, and we should be able to take the next step about that time.

Mike Derby

-----Original Message-----
From: Brian Buckley <brian@[redacted]
To: mederby@[redacted]
Sent: Sat, 26 Jan 2008 10:06 pm
Subject: Mexico

Hello Mr. Derby,

Thank you for your time on Thurs. evening. I enjoyed speaking with you and I hope it was helpful for you.

I have enclosed the contract verbiage for your veiwing. If you would like anything else, please let me know.

Please contact me anytime. I will be in Mexico twice next week. Mon-Tues and Thurs. afternoon thru Fri.
I will have poor cell phone coverage but will be able to get e-mails.

Sincerely,

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

More new features than ever. Check out the new AOL Mail!

From: mederby@[redacted]
Sent: Thursday, January 31, 2008 1:32 PM
To: brian@tricoreworld.com
Cc: petballet@[redacted]
Subject: Re: Mexico

Importance: Low

1/31/08

Brian:

As we discussed earlier today: I am interested in investing in Tri-Core Mexico. I have two contracts in mind, one in the name of my corporation (Amber Gold, Inc.) for $40-50,000, and another for $10,000 from my personal IRA. I expect that converting the IRA to a Self-Directed IRA will take a couple of weeks, and I need to run the documents past a couple of advisors as well. I am headed to Californina this week, and will be back in Phoenix around Monday, February 18. I'll get the process started now, and we should be able to take the next step about that time.

Mike Derby

-----Original Message-----
From: Brian Buckley <brian@tricoreworld.com>
To: mederby@[redacted]
Sent: Sat, 26 Jan 2008 10:06 pm
Subject: Mexico

Hello Mr. Derby,

Thank you for your time on Thurs. evening. I enjoyed speaking with you and I hope it was helpful for you.

I have enclosed the contract verbiage for your veiwing. If you would like anything else, please let me know.

Please contact me anytime. I will be in Mexico twice next week. Mon-Tues and Thurs. afternoon thru Fri.
I will have poor cell phone coverage but will be able to get e-mails.

Sincerely,

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

More new features than ever. Check out the new AOL Mail!

From: per jensen [perrj1@[redacted]
Sent: Wednesday, February 13, 2008 12:56 PM
To: Brian Buckley
Cc: henrik rumann
Subject: Mexico

Brian,

Have today returned the package duly signed and filled out, and also wired the corresponding funds as per the wiring instructions.

Please confirm receipt.

Tanks in advance.

Per Rumann Jensen

[redacted]

> Date: Thu, 31 Jan 2008 19:16:16 -0800
> From: brian@tricoreworld.com
> Subject: Mexico
> To: perrj1@[redacted]
>
> Hello Mr. Jensen,
>
> I hope you are doing well. I am just following up with you concerning the package that we sent you.
>
> Did it arrive safely and do you have any questions?
>
> Thank you for your participation.
>
>
> Brian Buckley
> Investor Relations
> Tri-Core Companies
> brian@tricoreworld.com
> -
> 480-346-3200
> 480-346-3201 Fax
> [redacted]Cell

EXHIBIT
S-100
ADMITTED

From: per jensen [perrj1@[redacted]
Sent: Friday, February 01, 2008 2:43 AM
To: Brian Buckley
Cc: henrik rumann
Subject: RE: Mexico

Brian,

Thanks for the follow up.
I have been traveling the last 2 weeks in Europe but the package did arrive at my house.
I will return to Houston this weekend and take a look at aim to return it to you early next week.
Thanks again.

Best regards,

Per Rumann Jensen

> Date: Thu, 31 Jan 2008 19:16:16 -0800
> From: brian@tricoreworld.com
> Subject: Mexico
> To: perrj1@[redacted]
>
> Hello Mr. Jensen,
>
> I hope you are doing well. I am just following up with you concerning the package that we sent you.
>
> Did it arrive safely and do you have any questions?
>
> Thank you for your participation.
>
>
> Brian Buckley
> Investor Relations
> Tri-Core Companies
> brian@tricoreworld.com
> -
> 480-346-3200
> 480-346-3201 Fax
> [redacted]Cell

From: Nanette Tennenbaum [tennenbaumn@[redacted]
Sent: Wednesday, January 30, 2008 9:18 PM
To: Brian Buckley
Subject: Re: Investing with Promissory Notes

Importance: Low

Hi Brian - I got your message, I was in a seminar tonight and just got home.

Anyway, we are just awaiting your paperwork, I am patient, just want to make sure you are saving our spot for a total of 70k. I say it that way because Geoff had told us the 80% note was offered through January and then on our conference call you mentioned it was first come first serve, so we were pretty anxious to jump on this and anxious about loosing the 80% opportunity. So again our trust is in you that you are holding our 70k spot.

Talk to you soon!
Thanks
Nan

Darlene Lawson *<dlawson@[redacted]>* wrote:

Hello Nanette,

You asked for information about investing with Promissory Notes. Below you will find some general information about what is needed and the associated fees. Please feel free to call me if you need additional information.

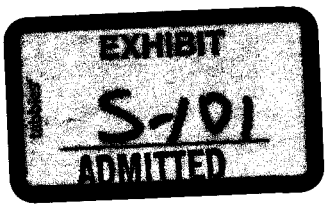
Here is what we will need:

- Buy Direction Letter for Promissory Notes (Attached)
- Original Promissory Note (Please know that we are unable to supply you with a Promissory Note template. If you need assistance contact an attorney.)
  - Signed and dated by the borrower
  - Signed "Read & Approved" with date by the investor
  - Lender must read "Entrust Mid South, LLC FBO Nanette Tennenbaum, Account number"
  - Must have a clause stating that all payments are to made to "Entrust Mid South, LLC, 1605 Murray Street, Ste. 210, Alexandria, LA 71301"
- Funding instructions - If sent via wire we must have the name of the bank, the routing number, the name of the account, the account number and a contact (name & number) for the bank. If sent via check, please indicate if it needs to be sent overnight, second day or regular United States Postal Service mail.
- Original Promissory Note Acknowledgement Letter that has been initialed and signed by the borrower.

I hope this helps. Feel free to call if you have any questions or concerns.

Darlene

Entrust Mid South, LLC
[redacted]
[redacted] LA [redacted]
Phone: [redacted]



Fax: [redacted]

Never miss a thing. Make Yahoo your homepage.

From: Nanette Tennenbaum [tennenbaumn@[redacted]
Sent: Monday, January 21, 2008 10:06 AM
To: Brian Buckley
Subject: Re: Mexico

Importance: Low

Hi Brian -

Yes we have read the paperwork and want to move forward. I will be loaning $10,000 personally out of my living trust and 50,000 out of my IRA.

My trust name is "Nanette LaDow Tennenbaum Living Trust dated October 29, 2003".

The IRA money the loan will come from "Entrust Mid South LLC, fob Nanette L. Tennenbaum IRA #[redacted]32-01" with an address of [redacted] LA [redacted]

Craig will be loaning 10,000 from his IRA so that will be "Entrust Mid South LLC, fob Craig A. Tennenbaum, IRA #[redacted]30-01" with the same address as above.

I have the 10k right now ready to go and the 50k from my IRA should be there this week. Craig is checking to see if he can get to his 10k this week too, it might be next week.

Our home address is [redacted] OH [redacted]

Thanks

Nan

----- Original Message ----
From: Brian Buckley <brian@tricoreworld.com>
To: tennenbaumn@[redacted], ctennenbaum@[redacted]

Sent: Saturday, January 19, 2008 11:13:10 PM
Subject: Mexico

Hello Craig and Nan,

I just wanted to make sure everything got to you ok. I am reattaching the sample contract as another client said they could not
open it. Please let me know if that was an issue.

Thank you and have a nice weekend.

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

Looking for last minute shopping deals? Find them fast with Yahoo! Search.

From: Nanette Tennenbaum [tennenbaumn@[redacted]
Sent: Sunday, January 13, 2008 6:30 PM
To: Brian Buckley
Cc: GEOFF CHAMBERS
Subject: Re: Mexico

Importance: Low

Thanks!
We are very interested. We will be investing with you. One amount will come from me, (my trust) and then more will come from my self directed IRA and Craig has a prom note coming due in his IRA and we will be investing some of that with you guys too.
It will most likely be the following amounts: 10,000 from me, 50,000 from my IRA and 10,000 from Craig's IRA.
Talk to you real soon!
Nan

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

Hello Craig and Nan,

Thank you so much for your time and your interest in our Mexico investment. I enjoyed speaking with you.

I have attached the sample contract for your viewing pleasure. The verbiage is complete minus your names and info.
If you choose to invest we will need a few items of information and this will be printed on two like contracts.
These are signed by us and sent to you for signing. You keep one and send one back with funding.

Please contact me with any questions and thank you again.

Sincerely,

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

Be a better friend, newshound, and know-it-all with Yahoo! Mobile. Try it now.

From: Henrik Jensen [hrj@[redacted]
Sent: Friday, January 25, 2008 8:10 AM
To: Brian Buckley
Subject: Lot 5 - Mexico

Importance: Low

Hi Brian,

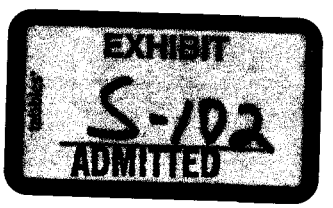
I trust you are well!
Erik Therkildsen (owner of Artic Tern) has completed the Regulation D form, and faxed it to you, for a total of 25 units in TriCore Lot 5 project.
Kindly forward the documents for his signature at

Artic Tern
Erik Therkildsen
c/o emenda a/s
[redacted]
Denmark

Erik's e-mail is erikt@[redacted]

Any questions, let me know.

Best regards,
Henrik R. Jensen



From: erikt@[redacted]
Sent: Wednesday, February 20, 2008 1:31 PM
To: Brian Buckley
Subject: RE: Lot 5 - Mexico

Hi Brian

Thanks for your concern.

I did receive the FedEx package without problem. No trouble at all.

Yesterday, 19 FEB, I returned the filled in documents via registered mail. You should receive the material this week.

Please confirm when received

Kind Regards

Erik Therkildsen

-----Original Message-----
From: Brian Buckley [mailto:brian@tricoreworld.com]
Sent: Wednesday, February 20, 2008 7:52 PM
To: erikt@[redacted]
Subject: Re: Lot 5 - Mexico

Good evening Erik,

I am just verifying that you indeed received the FedEx package with your documents. FedEx is saying you did but I am not so sure.

Take care and thank you.

Sincerely,

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

----- Original Message ----
From: "erikt@[redacted]" <erikt@[redacted]
To: Brian Buckley <brian@tricoreworld.com>

Sent: Monday, February 4, 2008 1:23:31 AM
Subject: RE: Lot 5 - Mexico

Hi Brian

Thanks for your mail. All well here. Hope the same for you.

My CPR no. is [redacted]2245

My passport number (Danish) is [redacted]

I will be in Greece 9 to 17 February, so unless the papers get here by end this week, there will be a slight delay. I am sorry for the inconvenience this may cause.

Kind Regards

Erik Therkildsen

-----Original Message-----
From: Brian Buckley [mailto:brian@tricoreworld.com]
Sent: Monday, February 04, 2008 7:10 AM
To: erikt@[redacted]
Subject: Re: Lot 5 - Mexico

Hello Erik,

Thank you for your reply. I hope you are well.

I think your CPR number would be best, but maybe you should include your passport number just in case.

I will have your paperwork on the way just as soon as I receive those.

Thank you again for your interest and participation. Please contact me anytime.

Sincerely,

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

From: erikt@[redacted]
Sent: Monday, February 04, 2008 1:24 AM
To: Brian Buckley
Subject: RE: Lot 5 - Mexico

Hi Brian

Thanks for your mail. All well here. Hope the same for you.

My CPR no. is [redacted]2245

My passport number (Danish) is [redacted]

I will be in Greece 9 to 17 February, so unless the papers get here by end this week, there will be a slight delay. I am sorry for the inconvenience this may cause.

Kind Regards

Erik Therkildsen

-----Original Message-----
From: Brian Buckley [mailto:brian@tricoreworld.com]
Sent: Monday, February 04, 2008 7:10 AM
To: erikt@[redacted]
Subject: Re: Lot 5 - Mexico

Hello Erik,

Thank you for your reply. I hope you are well.

I think your CPR number would be best, but maybe you should include your passport number just in case.

I will have your paperwork on the way just as soon as I receive those.

Thank you again for your interest and participation. Please contact me anytime.

Sincerely,

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

From: erikt@[redacted]
Sent: Sunday, February 03, 2008 1:53 AM
To: Henrik Jensen; Brian Buckley
Cc: erikt@[redacted] erik2@[redacted]
Subject: RE: Lot 5 - Mexico

Hi Brian

Henrik has copied me on your exchange.

I have occasionally problems with ATT's mail service. They seem unable to solve the problem.

Try to use the above two addresses for me and let's see what happens.

Being a Danish national I have a number in the Central registration system for Danes, a CPR number. Would that do? Or you can have my passport number as Henrik suggests.

I hope to hear from you.

Kind Regards

Erik Therkildsen

PS If above fails I will provide you with my wife's email details.

-----Original Message-----
From: Henrik Jensen [mailto:hrj@[redacted]
Sent: Sunday, February 03, 2008 7:11 AM
To: Brian Buckley
Cc: Erik Therkildsen; Erik T
Subject: Re: Lot 5 - Mexico

Hi Brian,

I have had the same happen to me.
His computer consultants 'played' with his set-up, and now it periodically falls out. I have copied the message to both his e-mail accounts. Hopefully it will get through.

Best phone number to catch him is +[redacted]. 9 hours time difference.

Erik's residence is in Greece, and I am not sure whether he has a social security number there. Possibly, use his passport number instead??
Hope it works out!
Best regards
Henrik

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

Hello Henrik,

The e-mail for Erik keeps bouncing back to me as undeliverable. I need a phone for him and also
is there a form of ID number used in Denmark that is used like we use our Social Security number
in the U.S.?

I hope your trip is still going well.

Sincerely,

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

----- Original Message ----
From: Henrik Jensen <hrj@[redacted]
To: brian@tricoreworld.com
Sent: Monday, January 28, 2008 7:32:19 PM
Subject: RE: Lot 5 - Mexico

Hi Brian,

Doing very well so far, thanks!
Sounds good!!

BR, Henrik

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

Hello Henrik,

I hope your trip has been a good one so far.

We will take care of everything for Mr. Therkildsen.

Thank you again.

Brian Buckley

From: Henrik Jensen [mailto:hrj@[redacted]
Sent: Friday, January 25, 2008 8:10 AM
To: Brian Buckley
Subject: Lot 5 - Mexico

Hi Brian,

I trust you are well!
Erik Therkildsen (owner of Artic Tern) has completed the Regulation D form, and faxed it to you, for a total of 25 units in TriCore Lot 5 project.
Kindly forward the documents for his signature at

Artic Tern
Erik Therkildsen
c/o emenda a/s
Pakhus 47, Sundkaj 7
DK-2100 Copenhagen O
Denmark

Erik's e-mail is erikt@[redacted]

Any questions, let me know.

Best regards,
Henrik R. Jensen

From: erikt@[redacted]
Sent: Wednesday, February 20, 2008 1:48 PM
To: brian@tricoreworld.com
Subject: RE: Lot 5 - Mexico

Hi Brian

She did. I accidentally through it out. My mistake.

KR

Erik

-----Original Message-----
From: Brian Buckley [mailto:brian@tricoreworld.com]
Sent: Wednesday, February 20, 2008 10:35 PM
To: erikt@[redacted]
Subject: RE: Lot 5 - Mexico

Hi Erik,

I appreciate the update. I thought my admin. had enclosed a prepaid FedEx envelope for your convenience.

I apologize if she didn't.

I will let you know when it comes in.

Have a good evening.

Sincerely,

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

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

From: erikt@[redacted] [mailto:erikt@[redacted]
Sent: Wednesday, February 20, 2008 1:31 PM
To: 'Brian Buckley'
Subject: RE: Lot 5 - Mexico

Hi Brian

Thanks for your concern.

I did receive the FedEx package without problem. No trouble at all.

Yesterday, 19 FEB, I returned the filled in documents via registered mail. You should receive the material this week.

Please confirm when received

Kind Regards

Erik Therkildsen

-----Original Message-----
From: Brian Buckley [mailto:brian@tricoreworld.com]
Sent: Wednesday, February 20, 2008 7:52 PM
To: erikt@[redacted]
Subject: Re: Lot 5 - Mexico

Good evening Erik,

I am just verifying that you indeed received the FedEx package with your documents. FedEx is saying
you did but I am not so sure.

Take care and thank you.

Sincerely,

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

----- Original Message ----
From: "erikt@[redacted] <erikt@[redacted]
To: Brian Buckley <brian@tricoreworld.com>
Sent: Monday, February 4, 2008 1:23:31 AM
Subject: RE: Lot 5 - Mexico

Hi Brian

Thanks for your mail. All well here. Hope the same for you.

My CPR no. is [redacted]

From: erikt@[redacted]
Sent: Monday, March 24, 2008 3:32 AM
To: Brian Buckley
Subject: RE: Mexico contracts

Dear Brian

I hope all is well with you, Tri-Core and the Mexico project.

Henrik Jensen just mailed me cc of below communication from Tri-Core

"I want to share the following WebEx recording with you. Click the link below to play it:

https://tricoreworld.webex.com/tricoreworld/ldr.php?AT=pb&SP=MC&rID=21069767&rKey=96128B39CADF39A1

Tri-Core Companies - Lot 5 Update - 03/21/08
March 21, 2008, 12:51 pm Mountain ST
2 mins"

I kindly ask you to include me on the mailing list for future such communications.

Kind Regards

Erik Therkildsen

-----Original Message-----
From: Brian Buckley [mailto:brian@tricoreworld.com]
Sent: Monday, March 17, 2008 4:18 AM
To: erikt@[redacted]
Subject: Re: Mexico contracts

Hello Erik,

It showed up as pending late on Friday which means it should post on Monday.

I appreciate your time with all this and will get your contract and letter of receipt back out to you.

Thank you again.

Sincerely,

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

----- Original Message ----
From: "erikt@[redacted] <erikt@[redacted]
To: Brian Buckley <brian@tricoreworld.com>
Cc: Henrik Jensen <hrj@[redacted]
Sent: Saturday, March 15, 2008 1:15:54 PM
Subject: RE: Mexico contracts

Hi Brian

Thanks for your mail. I hope all is well at your end.

Sum was remitted 12 March from Switzerland.

Like with the letter. Probably Big Brother making sure all is ok.

Kind Regards

Erik

-----Original Message-----
From: Brian Buckley [mailto:brian@tricoreworld.com]
Sent: Friday, March 14, 2008 6:21 AM
To: erikt@[redacted]
Subject: Re: Mexico contracts

Hello Erik,

I hope today finds you well.

I am just letting you know that we have not received any transfer as of yet. Not trying to be a bother, just updating you.

Take care.

Regards.

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

----- Original Message ----
From: "erikt@[redacted] <erikt@[redacted]
To: brian@tricoreworld.com
Sent: Sunday, March 2, 2008 3:12:58 PM
Subject: RE: Mexico contracts

Hi Brian

Great to know the letter made it. I guess i was also checked by some authority comparable to the Fed.

I will initiate transfer

Kind regards

Erik Therkildsen

-----Original Message-----
From: Brian Buckley [mailto:brian@tricoreworld.com]
Sent: Friday, February 29, 2008 12:39 AM
To: erikt@[redacted]
Subject: Mexico contracts

Hello Erik,

I hope your week has been a good one.

Your documents just arrived. The contracts are in order. I have attached wiring instructions.

The rep at Wells Fargo said that everything is the same as far as wiring information goes. The only additional thing is that your banking institution might require a SWIFT Code for the international transfer. The Wells Fargo Swift Code is **WFBIUS6S**.

He also said that international transfers typically take a bit longer to process than domestic transfers, because they get checked out by the Federal Reserve first.

I will mail your copy back at funding with a letter of receipt.

Thank you again for your participation.

Sincerely,

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

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

From: johnhohman9@[redacted]
Sent: Sunday, January 27, 2008 12:19 PM
To: brian@tricoreworld.com
Subject: Re: Mexico

Importance: Low

Where I am at always takes a day or two longer to get mail or packages. I was able to get it back in a FedEx Express box and it should go out Monday morning. Does your company offer notes annually, bi-annually or as needed?

-----Original Message-----
From: Brian Buckley <brian@tricoreworld.com>
To: johnhohman9@[redacted]
Sent: Wed, 23 Jan 2008 7:40 pm
Subject: Re: Mexico

John,

You should havr received it today.

Thank you.

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

----- Original Message ----
From: "johnhohman9@[redacted] <johnhohman9@[redacted]
To: brian@tricoreworld.com
Sent: Tuesday, January 22, 2008 8:06:13 PM
Subject: Re: Mexico

Brian,

I haven't yet received anything, should I expect something this week?

John [redacted]

-----Original Message-----
From: Brian Buckley <brian@tricoreworld.com>

To: johnhohman9@[redacted]
Sent: Thu, 17 Jan 2008 6:11 pm
Subject: Fw: Mexico

Hi John,

Thanks for the fax and your interest. I need either a Fed tax id No. or your SS#, address and I already have your phone.

Thanks and have a nice evening.

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

----- Forwarded Message ----
From: Brian Buckley <brian@tricoreworld.com>
To: johnhohman9@[redacted]
Sent: Tuesday, January 15, 2008 11:11:16 AM
Subject: Re: Mexico

Hello John,

The one I sent you is still active but barely. We are wrapping it up. We had a couple of people not fund their commitment. Those shares and the normal slowing over the holidays gives me a little bit left to sell.

The way it works is you e-mail or fax me your information (sheet attached) and we print and sign 2 like contracts
and FedEx them to you. You sign them both and send one back with funding, keeping the other for yourself.

Please contact me with any questions and thank you.

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

----- Original Message ----
From: "johnhohman9@[redacted] <johnhohman9@[redacted]
To: brian@tricoreworld.com
Sent: Monday, January 14, 2008 9:07:08 PM
Subject: Re: Mexico

Yes I did read everything you sent. I would be looking at buying 3 shares, is there a current offering?

-----Original Message-----
From: Brian Buckley <brian@tricoreworld.com>
To: johnhohman9@[redacted]
Sent: Mon, 14 Jan 2008 1:11 pm
Subject: Mexico

Hello John,

I hope you had a great Christmas and New Year.

I am just following up to see if you had any questions on our investment and that you had a chance to read the sample contract, etc.

Please let me know and thank you again for your interest.

Sincerely,

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

More new features than ever. Check out the new [redacted] Mail!

EXHIBIT

tabbies

S-104

ACC004755

FILE #8337

2007

TRI-CORE MEXICO LAND DEVELOPMENT LLC

Jason Todd Mogler

American Pension Services

entrust

www.trustetc.com Equity Trust

Pensco Trust - Self Directed ROTH IRA

MAI Appraisal Company

82 miles of Coastal highway.

4 1/2 hour drive from

March 1st completion of highway.

CFE - Mexican power company.

Only zoned for tourists

1.3 miles of beachfront - 270 acres

Privatize it.

Insure it. - Title

24 months 80% return on the money

Regulation D is an IRS regulation - secured by land

[INVESTOR REQUEST LOT 5]

Tri-Core Mexico Land Development LLC will purchase raw virgin beach front land on Gulf of California (Sea Cortez), Sonora, Mexico for either resale or for development. The company will be offering promissory notes, with an 80% Annual Rate of Return through a Regulation D offering.

ACC004756
FILE #8337

Jen [redacted]

Investor:

Tri-Core Business Development LLC management has created incredible returns because of our teams' ability to identify national and international opportunities in the market, negotiate deals, and keep investors happy.

Tri-Core Business Development LLC is pleased to present Tri-Core Mexico Land Development LLC and their new regulation D offering of 80% Annual Rate of Return. Tri-Core Business Development has negotiated this incredible deal for our investors, and will act as the administrator and investor liaison between the investors and Tri-Core Mexico Land Development LLC.

Tri-Core Business Development LLC has a reputation for finding high returns to our investors which was proven once again this month, where we secured a 74% return to our investors within a 14 month period of time.

The investor before you asked us one very common question, "How?"

Our answer is simple.

Buy Right.

The details of this deal are included in this package along with my contact information. I or a member of my team is always available to answer any questions that you may have about the project or our company.

Once again, we thank you for taking the time to find out about this investment.

Sincerely,

Jason Todd Mogler

President

ACC004757
FILE #8337

Tri-Core Mexico Land Development LLC

Section 1	Executive Summary on the Sonoran Coast of Mexico
Section 2	Business Plan
Section 3	Maps
Section 4	Plat of Lot 5
Section 5	Pictures of Lot 5
Section 6	Sample Regulation D
Section 7	Articles of Interest on the Area
Section 8	Principals & Development Team Information

ACC004758
FILE #8337

LOT 5

EXECUTIVE SUMMARY

The Sonoran coast of Mexico is poised for tremendous growth over the next few years. The Mexican and Sonoran Governments are dedicated to promoting this area as a major destination for both Americans and Canadians. They realize the potential for foreign development dollars coming into this region as well.

The continuing progression of the Sonoran coastline is thanks in large part to the millions of U.S. and Canadian development dollars pouring into the region, as well as the tremendous support and tourism-based efforts from the Mexican Government and the state of Sonora. Recognizing the amount of attention that this beachfront destination is receiving from neighboring Americans looking to purchase vacation homes, the Mexican government is in the process of developing infrastructure in the area that will continue to make access to the city convenient, and facilities within the town state-of-the-art.

Accordingly, there are several projects currently in place that will transform the area from inaccessible beachfront to an accessible and desirable coastline. Key infrastructure developments currently in progress include:

- The $30 million "Coastal Highway" project that, when completed (2007-2008), will provide Southern California a much faster and more direct route to Puerto Penasco and Santa Clara. The highway is supported by former Mexican President Vicente Fox, and continues under the current leadership of Felipe Calderon.

- A $50 million international airport in "Rocky Point" will accommodate large passenger planes. The first airstrip is projected for completion in late-2007 and the entire project in 2009.

ACC004759
FILE #8337

- Two state-of-the-art hospitals, Hospital of Penasco and the IMMS Hospital, are currently under construction.

- La Escalera Nautical, or "Nautical Ladder" as it is widely known, is a plan to develop tourism up and down the Baja coast, and along the interior of the Sea of Cortez, by building a series of marinas, hotels, and tourist sites located within a day's sail of one another. Puerto Penasco is listed as a part of the project and stands to receive both infrastructure and marina-related upgrades as part of the effort.

- Fonatur, the Mexican tourism development agency behind the "Nautical Ladder," initially projected the project to pull in 50,000 boats and 1 million visitors by 2014 – the vast majority coming from the United States.

Lot 5 is well positioned to capitalize on this transformation not only because of its market knowledge and experience, but most importantly by the anticipated acquisition of Lot 5 as well. Tri-Core Mexico Land Development LLC has entered into a contract to purchase Lot 5 and is offering an investment opportunity via a Private Offering Memorandum.

Details of this parcel and the intended community development, known as Lot 5, are detailed in the accompanying business plan.

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Business Plan

TRI-CORE
MEXICO LAND DEVELOPMENT

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Business Plan

Mission Statement

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

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Penasco (Rocky Point) on the south. This is a distance of about 80 miles and is being opened for development with the completion of the Coastal Highway that will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway. The highway is over four-fifths complete, and only a 15 mile portion of the center section remains to be completed which is scheduled for completion by the end of 2007.

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

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

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

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

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

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Business Operations

Ownership and Employees: The Company is intended to be a very competitive, highly motivated company with a small number of selected 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.

Management:

James L. Stevens, MAI – Principal and Planning Director

Mr. Stevens has been involved in real estate and development from an early age and continued in real estate and development throughout his professional career. At the age of eighteen, he was a real estate sales person and received his real estate brokers designation at the age of twenty-one. Mr. Stevens insight into land development was gained first hand by working with and being "schooled" by his Father who was an active residential developer. Jointly they developed a private lake subdivision that consisted of waterfront lots.

After attending the University of Michigan and graduating from the Business School, Mr. Stevens joined the IBM Corporation as a specialist in IBM's real estate division and was responsible for the forward planning of IBM's real estate needs for eleven states. The scope of his responsibility included the decision as to whether purchase, lease or to construct office buildings as needed. If his decision was to construct an office building, Mr. Stevens was responsible for selecting and negotiating the land for the future site. His responsibilities also included the construction management of these sites in his eleven-state region.

In 1976, Mr. Stevens obtained his MAI designation (Member Appraisal Institute) and started his own independent appraisal and consulting firm. The company specialized in feasibility and valuation studies for both large residential tracts as well as all types of commercial properties. During this period, Mr. Sevens also continued with the development of a 700+ marina condominium units and a 250+ waterfront condominium units located in the Chicago market. For both of these projects, he was the operating partner and real estate broker responsible for both sales and construction. This project was completed in the 1990's with sales in excess of $60,000,000. Since then, Mr. Stevens has also been involved in several developments in Michigan, Florida, and the Bahamas.

Mr. Stevens' recent development projects have been waterfront condominium developments located in both Arizona and California. Much of his efforts are now in Mexico with emphasis on waterfront properties near El Golfo, Sonora, Mexico.

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Vince Gibbons - Director of Development and Engineering

Mr. Gibbons has over 22 years of civil engineering both domestically and internationally. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies. He has worked on a wide variety of projects in the States of Arizona, Utah, Colorado, Nevada, and New Mexico, as well as the countries of Panama and Mexico. Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada, with a staff of 35 highly qualified and diversified individuals and professionals.

Tri-Core Engineering's 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 skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. For the past 36 months, Tri-Core Engineering has been working nationally and internationally on master planned communities in Panama and Mexico. Samplings of the 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 consisted of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas. Project responsibilities include: developing the Master Plan Document, field survey review and verification, preliminary and final plat, lot layout and legal descriptions, permits, coordination and negotiations with local and state agencies, infrastructure inventory and analysis, drainage master plan and report, design of all engineering components, grading and drainage plans, offsite major roadway design with intersections, construction staking, construction field checks, coordination of all sub-consultants, contractor bidding and negotiations, and construction oversight.

Eagle View Subdivision, Kingman, Arizona

Tri-Core Engineering is the engineering firm of record for this 113-acre, master-planned residential community in Kingman, Arizona. The firm's responsibility includes Quality Assurance/Quality Control and a review of current contract documents and design layout created by another firm. This review resulted in redesign of most of the subdivision components, connecting streets, drainage analysis and report, redesign of drainage system and box culvert, and field topographic survey. Project responsibilities included: field survey review and verification, preliminary and final plat, lot layout and legal description, permits, coordination and negotiations with local and state agencies, infrastructure inventory and analysis, drainage master plan and report, design of all engineering components,

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grading and drainage plans, offsite major roadway design with intersections, construction staking, construction field checks, coordination of all sub-consultants, contractor bidding and negotiations, and construction oversight.

Villages at Loreto Bay, Master Planned Development, Loreto Mexico

Tri-Core Engineering is the engineering firm of record for this 10,000 acre development in charge of all engineering aspects for this project. This project is in construction stage with over $300 million dollars in sales. Tri-Core Engineering has assumed the construction management role on through the completion of this project.

Colonias de Cardenas, Master Planned Community, Panama City, Panama

Principal engineer for the Panama Railroad Company responsible for all aspects of the on-going development process for Colonias de Cardenas, a 2,500 Acre Master Planned Community. Project is in the permit stage with construction to start in 7 months. Mr. Gibbons is also personally involved in this project.

Punta Delfin, Enchantment of Mexico, Sea of Cortez, Sonora, Mexico

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 and marina with a 5 star resort hotel. This project is in the permit stage.

Sylvia Torres Corrilla - Principal, Director of Marketing and Project Facilitator

Ms. Torres is experienced in real estate marketing in both Arizona and California and has a long business relationship with Mr. Stevens in the development of several residential projects.

A dual citizen of the United States and Mexico, Ms. Torres is the project facilitator and liaison between the Company and the several Mexican governmental agencies with whom the Company will be working. She is fluent in Spanish and has a wealth of information and contacts in and about Mexico, especially in the State of Sonora. She is very experienced in client negotiations and obtaining the best possible results for the Company.

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Mr. Jason Todd Mogler – Principal, Director of Operations and Investor Relations

Mr. Mogler is a principal partner in Tri-Core Business Development, 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. He 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.

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Market Knowledge and the Property

Knowledge of the Marketplace:

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

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

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

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

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

La Escalera Nautical, or the "Nautical Ladder," is a widely known plan to encourage tourism by development along the Sea of Cortez by building a series of hotels, marinas, and tourist

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sites located within a one day sail of one another. Fonatur, the Mexican tourism development agency, initially projected 50,000 boats and one million visitors by 2014, with the vast majority from the United States.

The Property – Lot 5 Mechor Ocampo, El Golfo:

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

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

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

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

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

Water Access Lot 5:

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

The Proposed Development for Lot 5:

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

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Business Goals

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

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

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

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

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

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

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Long Term Goals:

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

Towards the latter part of 2007 and thereafter, preliminary talks with several local contractors will commence so that the Company will be in a position to move quickly to choose contractors for such items as roadwork, water, electricity, etc. Also, discussions with building suppliers will be taking place to again ensure that the Company will be in a position to act swiftly as the need arises for any given material.

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

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

The Company has acquired the 250-acre plus land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles can drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah, and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora, including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access:

El Golfo Beach Resort is located on a site fronting on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches. Many ATVs (all-terrain vehicles) are brought to El Golfo to go along the beaches and on the sand hills and dunes behind the beach areas. There is a large hill with a lighthouse, called "El Mochorro," at the top that is a well known site for ATVs and is about ½ mile north of the subject property. The subject site has rolling sand dunes near the waterfront and is generally level toward the rear area. The site if well adapted for a water front development.

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The Proposed Development:

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

The Development Plan:

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

Supporting Land Sale Prices for Lot 5:

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

The land where Lot 5 is located is a group of beach front parcels designated Mechor Ocampo and planned for tourism development. This section of beach front has 13 parcels varying in size up to 100+/- hectares with Lot 5 being the largest with the most frontage. Mechor Ocampo starts with Lot 1 in the Town of El Golfo and continues toward Rocky Point about six miles. Lot 3 (the largest section) with about 40 hectares or 100+/- acres is presently for sale for $12.50 per square meter ($1.25+/- per square foot). The present owner has held the property for many years and now wants to sell. The property is near Lot 5 and is smaller, but with less beach frontage than Lot 5. This owner, along with his sister, own Lot 10 in Mechor Ocampo and they have indicated that they have sold Lot 10 for $6.00 per square meter ($0.60+- per square foot). Lot 10 is smaller and has less frontage than Lot 5 and is generally level with limited views except at the front of the property. According to

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the seller, this lower price is due to the location of the property further from development, the Town of El Golfo, and the less desirable terrain. Lot 9 in Mechor Ocampo is also for sale for $12.37 per square meter ($1.24+/- per square foot). This lot is very similar in size and terrain to Lot 10 discussed above. The Company has acquired Lot 5 for $2.25 per square meter ($0.23+/- per square foot), or well below the asking and sold prices in Mechor Ocampo. El Golfo is an area that is just starting to develop and therefore there have been few sales of beachfront and beach view lots in the El Golfo area. One starting development on 14 hectares in Lot 3 of Mechor Ocampo has sold eight beachfront lots (total only 12) for $120,000 each without utilities or improvements. These have been sold to investors and potential users by private contact and without advertising. The asking prices for beach view lots in this subdivision range from $45,000 to $80,000, depending of the location. These lots are 50+/- feet by 100+/- feet. An overview of lot and land prices in Rocky Point is included in the Addenda. These prices dramatically point out the huge upside for land in El Golfo, compared to the more developed Rocky Point. But remember, El Golfo will be 45 minutes to one-hour closer to the United States/Mexico Border.

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

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

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

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

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Financing the Development Plan:

The financial plan is to purchase the property for cash with reserves to complete the pre-development. The property will be developed in total or will be partially developed and a part sold to recover capital. The value of the approved development will be sufficient to secure construction funds for the cost of the off-site improvements, infrastructure, and the marketing of the sites. The development will be completed in phases, and the Company will be in the position to sell the lots or parcels to other residential and commercial developers or builders, as well as individually on a retail basis in the open market.

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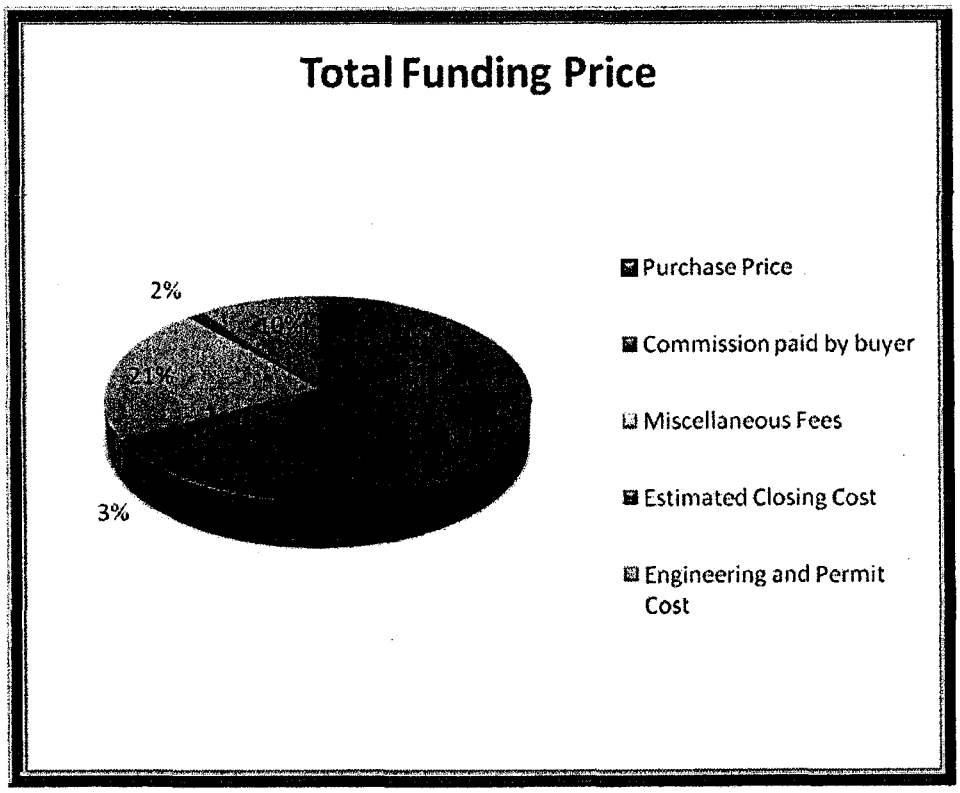
Initial Proforma

Proforma - El Golfo Water Development

250 +/- Developable Acres - Lot 5

Based on Selling Land for 500+/- SF Lots & 300+/- Condominium Doors

Purchase Price	$ 2,250,000	800 Units
Commission paid by buyer	$ 100,000	
Miscellaneous Fees	$ 750,000	$4,375 per lot
Estimated Closing Cost	$ 50,000	
Engineering and Permit Cost	$ 350,000	
Total Funding Price	**$ 3,500,000**	



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Proforma - El Golfo Water Development

250 +/- Developable Acres - Lot 5

Based on Selling Land for 500+/- SF Lots & 300+/- Condominium Doors

Sales Scenario	**Conservative**	**Likely**	**Aggressive**
Sales price per unit	$ 45,000	$ 50,000	$ 55,000
Gross Sales - 500 Lots & 300 Condo Units	$ 36,000,000	$ 40,000,000	$ 44,000,000
Less closing cost, commissions, marketing	$ 7,200,000	$ 8,000,000	$ 8,800,000
Gross Profit	$ 28,800,000	$ 32,000,000	$ 35,200,000
Development Cost - $15,000 per Unit *	$ 12,000,000	$ 12,000,000	$ 12,000,000
Project Net Proceeds	$ 16,800,000	$ 20,000,000	$ 23,200,000
Less Management Proceeds (30%)	$ 5,040,000	$ 6,000,000	$ 6,960,000
Development Net Proceeds (70%)	**$ 11,760,000**	**$ 14,000,000**	**$ 16,240,000**
Initial Investment	$ 3,500,000	$ 3,500,000	$ 3,500,000
Development Cash Return	$ 8,260,000	$ 10,500,000	$ 12,740,000
Investor return - Aggregate (based on 36 month hold)	**236%**	**300%**	**364%**
Investor Return - Annualized **	**79%**	**100%**	**121%**

* Development cost will be funded through a construction loan. Loan will be guaranteed by Management and Developer. These cost estimates have been determined by utilizing several sources. Including an MAI appraiser, two general contractors, and the other knowledgeable parties.

** This project has an estimated return of investment in 18 months & project completed in of 36 months.

*** Disclosure: The information provided is deemed to be accurate; however, projections, costs, and sales are only for prognostication purposes. These figures are not only subject to change, but expected to change based on many factors.

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Maps

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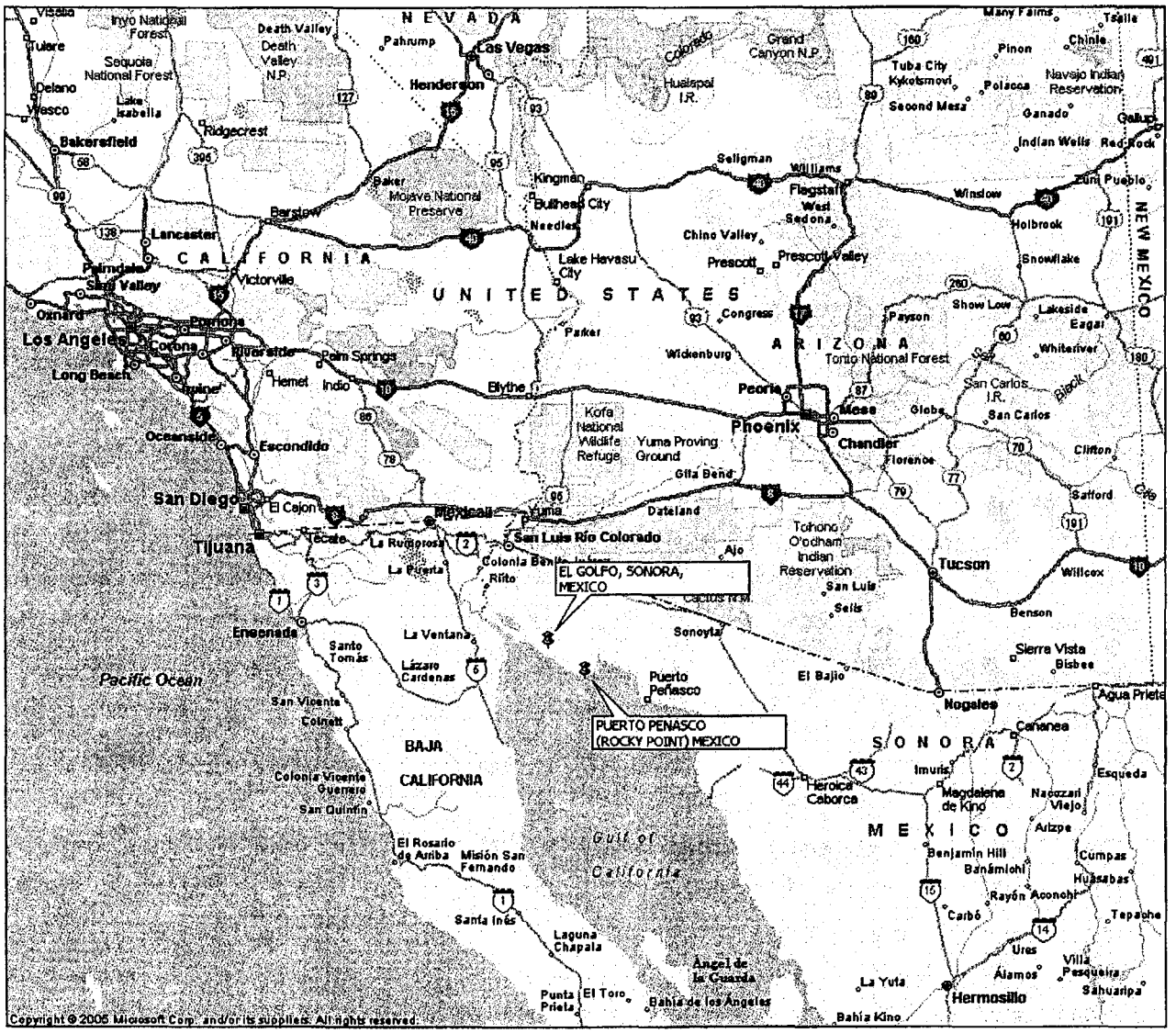

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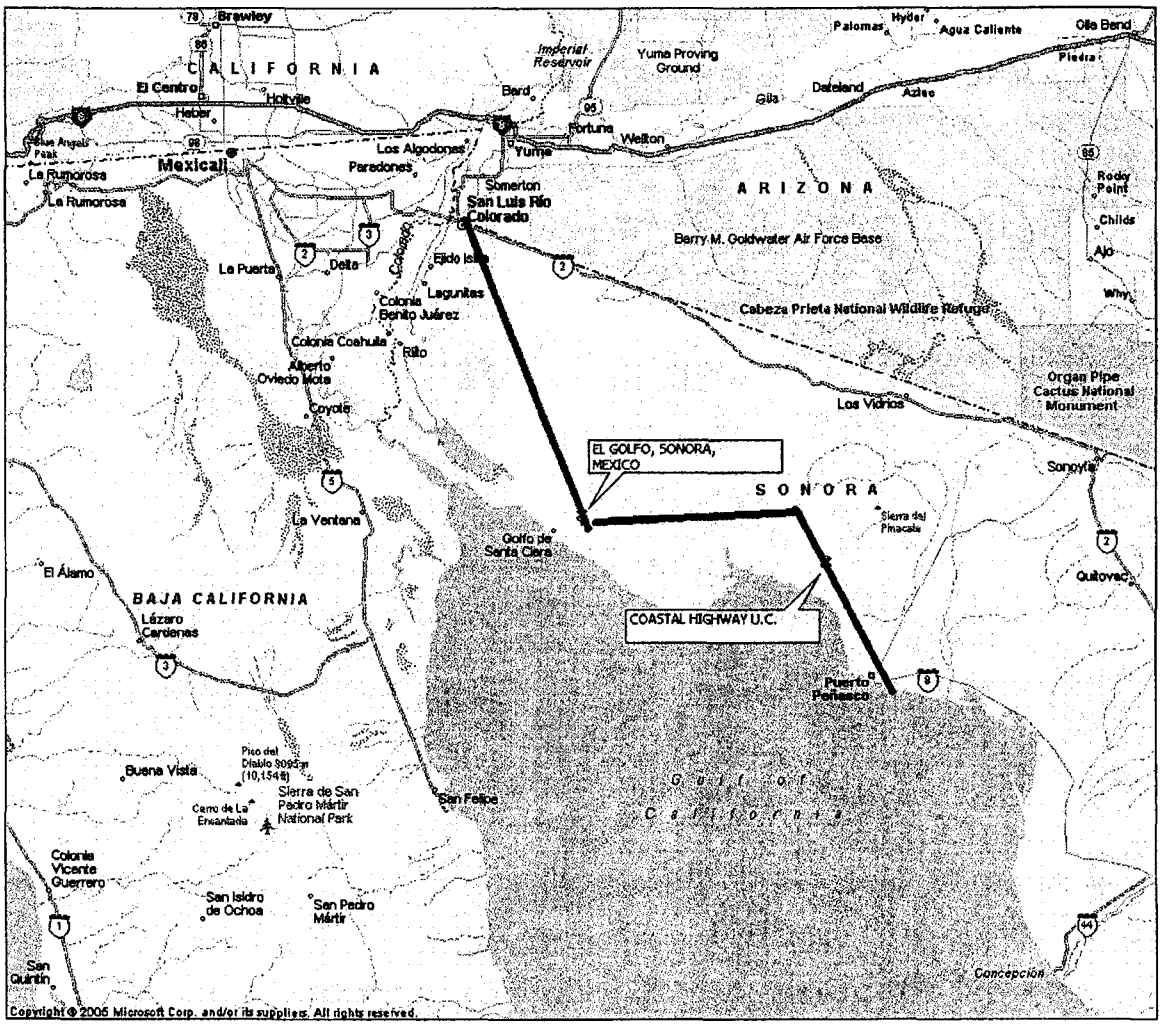
CALIFORNIA
ARIZONA
SONORA
BAJA CALIFORNIA
Brawley
El Centro
Holtville
Heber
Mexicali
La Rumorosa
Los Algodones
Paredones
Somerton
San Luis Río Colorado
Yuma
Fortuna
Wellton
Bard
Imperial Reservoir
Yuma Proving Ground
Gila
Dateland
Aztec
Palomas
Hyder
Agua Caliente
Ollo Bend
Piedra
Roddy Point
Childs
Ajo
Why
Berry M. Goldwater Air Force Base
Cabeza Prieta National Wildlife Refuge
Organ Pipe Cactus National Monument
Los Vidrios
Sonoyta
Sierra del Pinacate
Quitovac
La Puerta
Delta
Colonia Benito Juárez
Lagunitas
Colonia Coahuila
Riito
Alberto Oviedo Mota
Coyote
La Ventana
El Álamo
Lázaro Cárdenas
Golfo de Santa Clara
Puerto Peñasco
Buena Vista
Cerro de La Encantada
Sierra de San Pedro Mártir National Park
San Felipe
Colonia Vicente Guerrero
San Isidro de Ochoa
San Pedro Mártir
San Quintín
Concepción
Gulf of California
EL GOLFO, SONORA, MEXICO
COASTAL HIGHWAY U.C.
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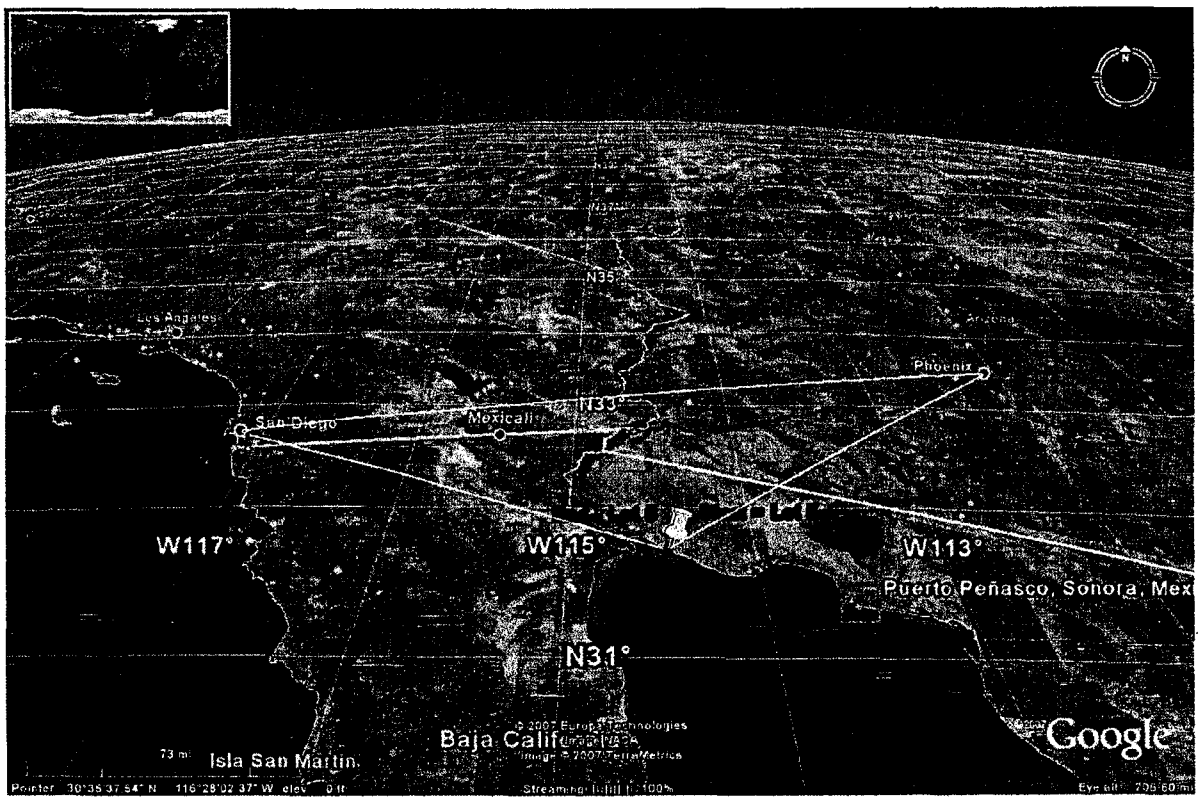

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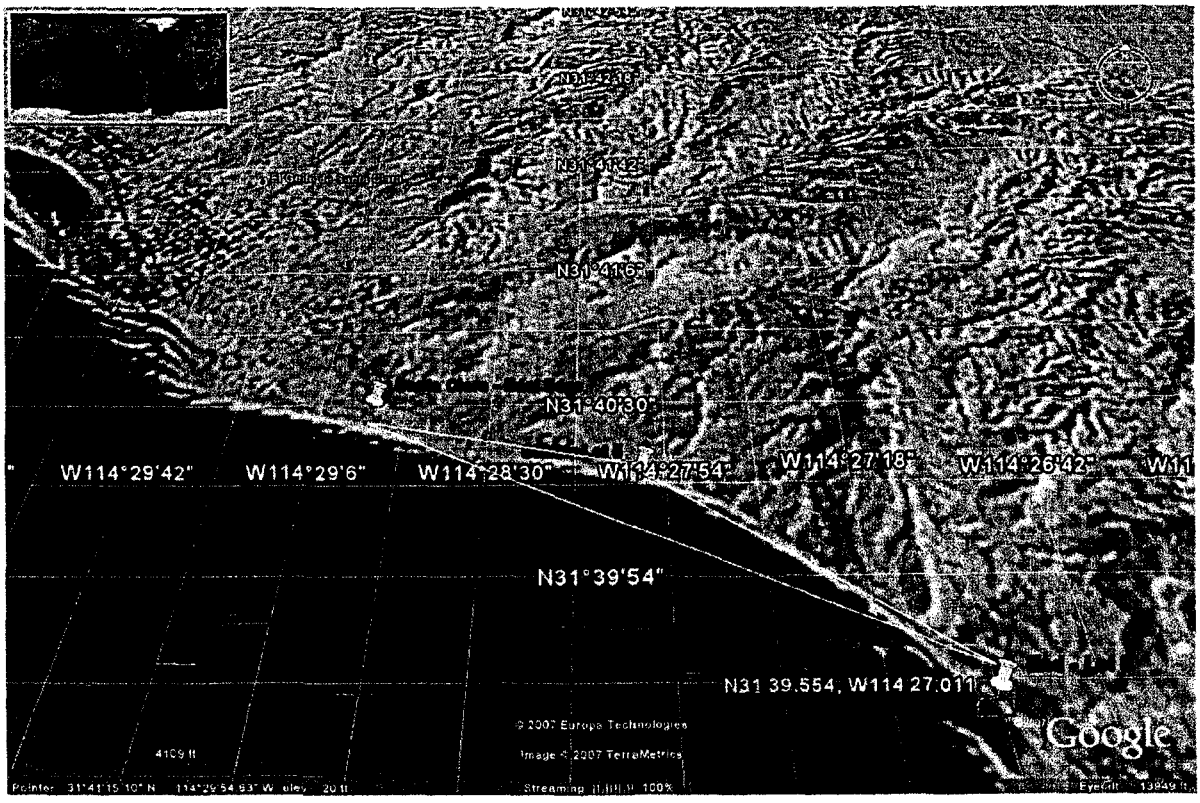

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Plats of Lot 5

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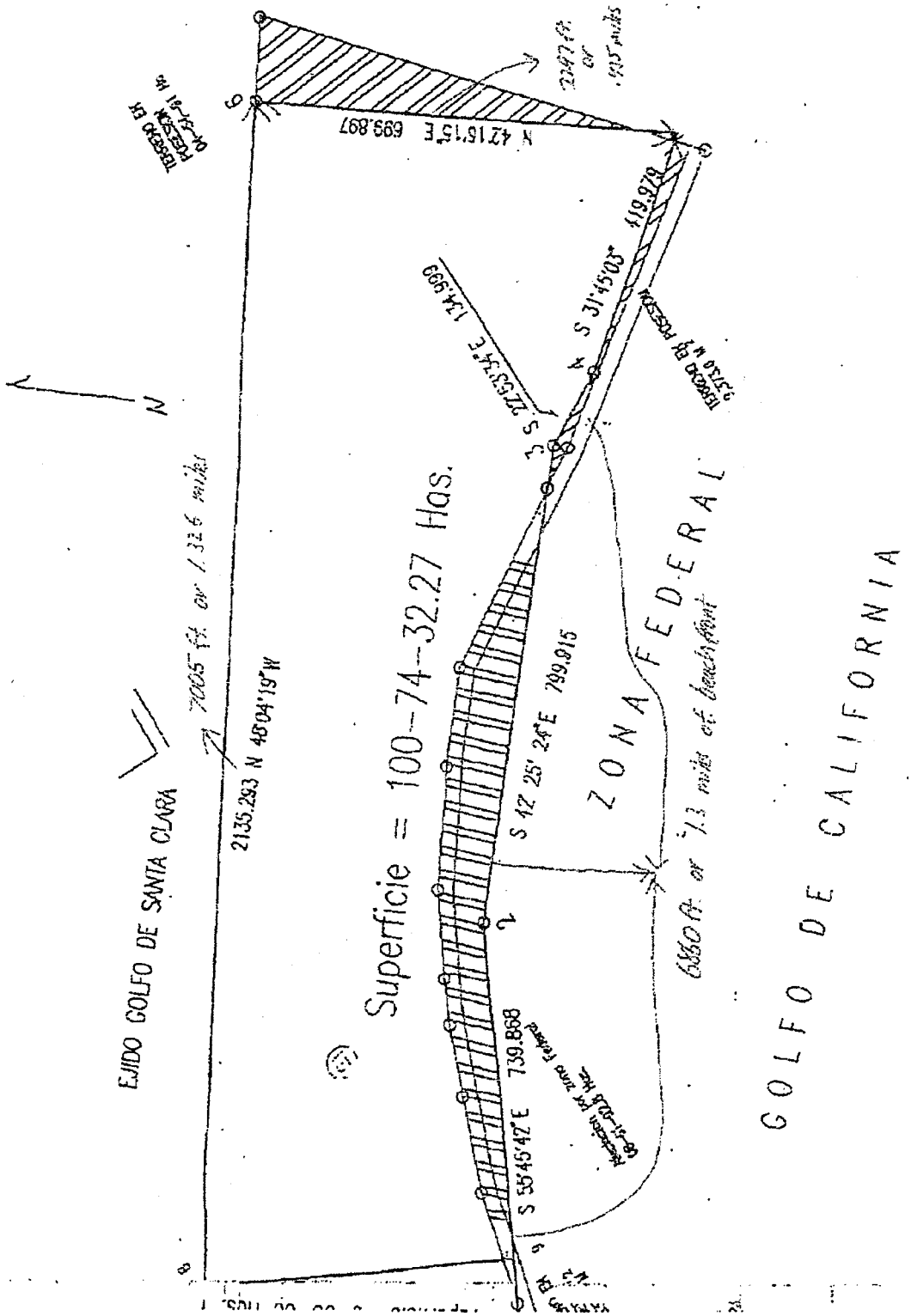

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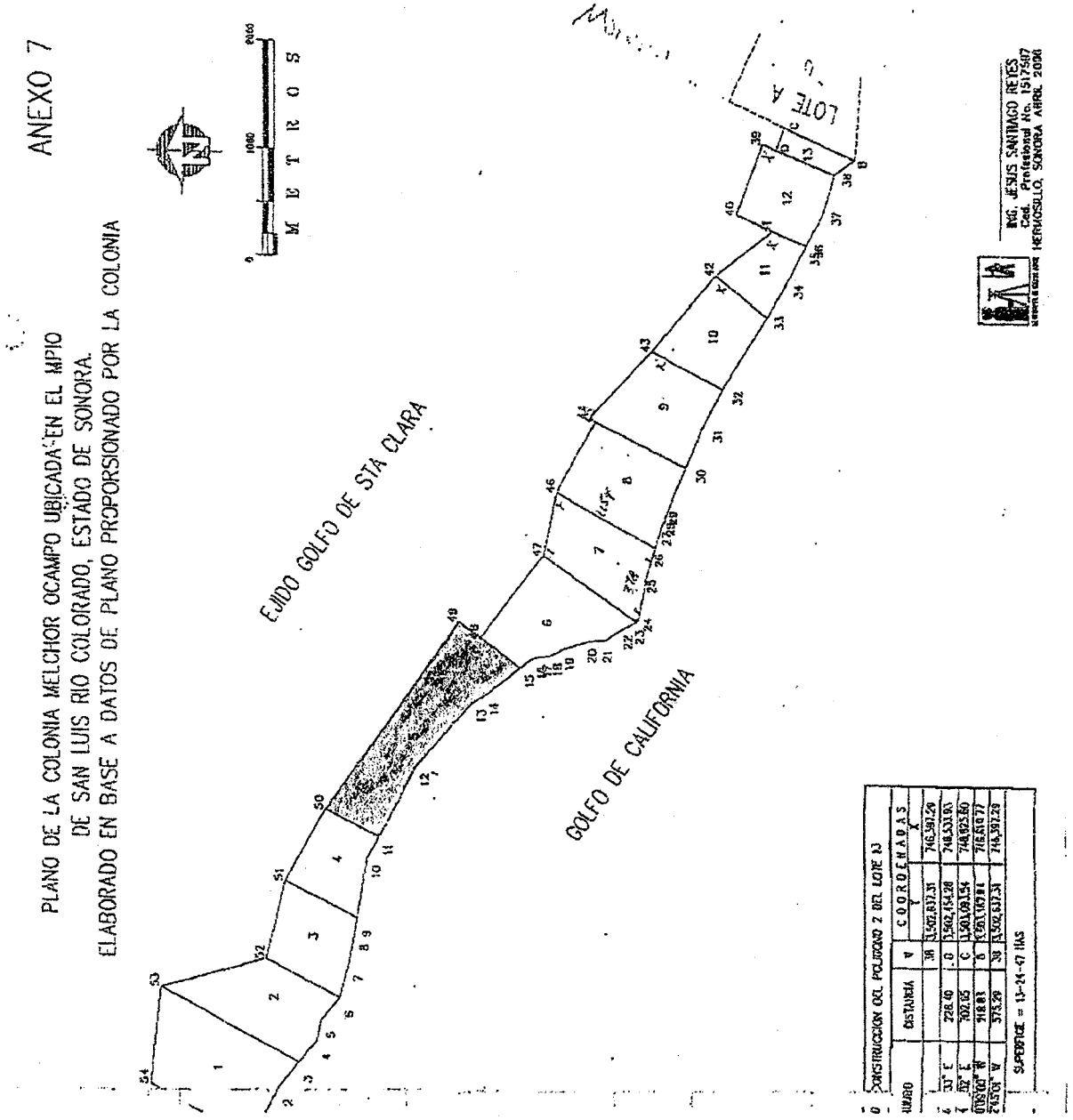

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Pictures of Lot 5

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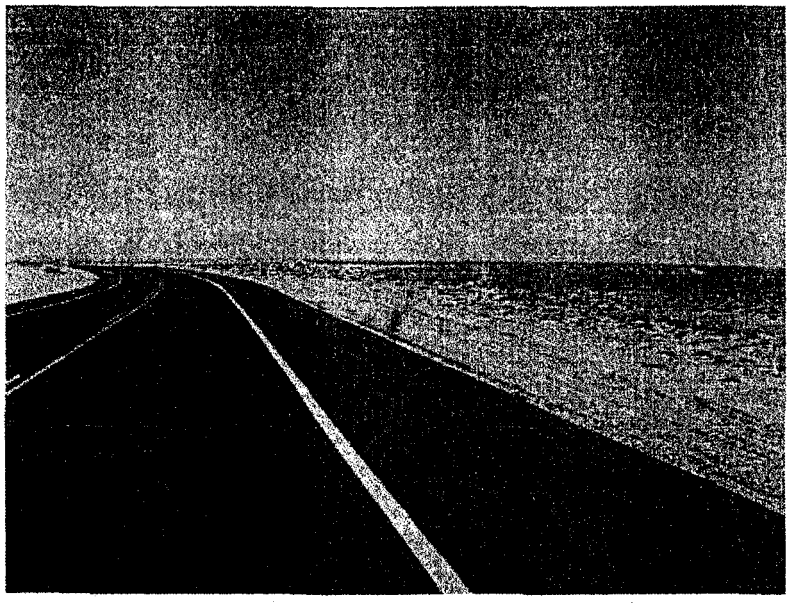

- New freeway from property to Rocky Point
- Rocky Point will be less than 45 minutes away once the freeway is completed

- Aerial view from above the new freeway

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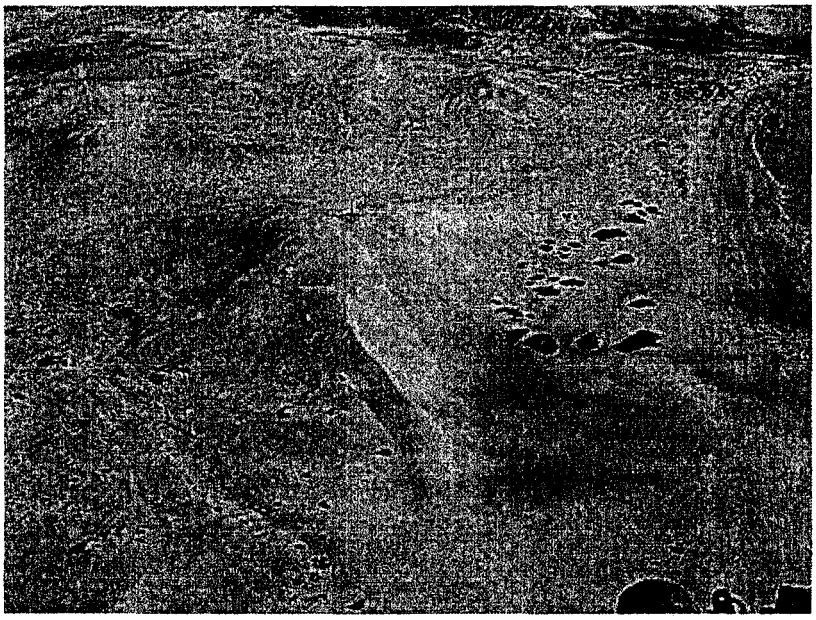
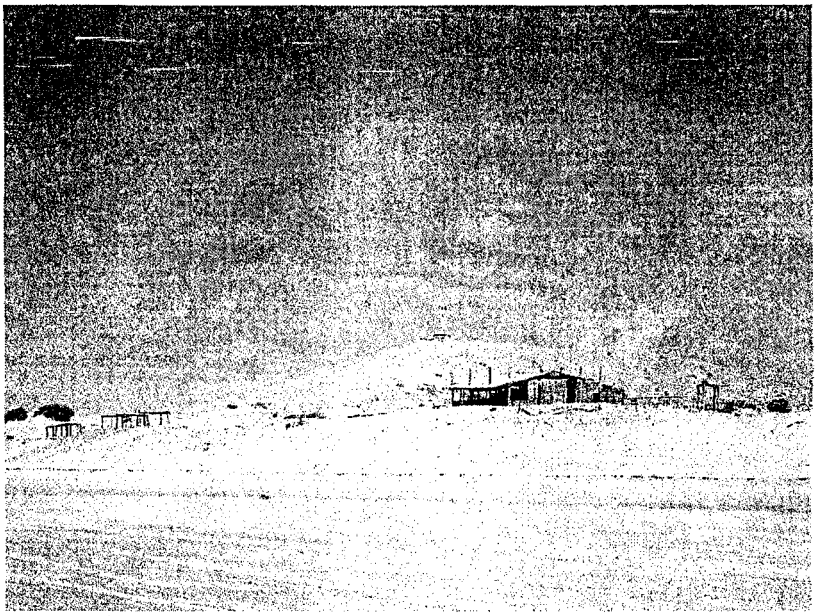


- Aerial shot from above the property



- Just south of the lighthouse is the start of Lot 5

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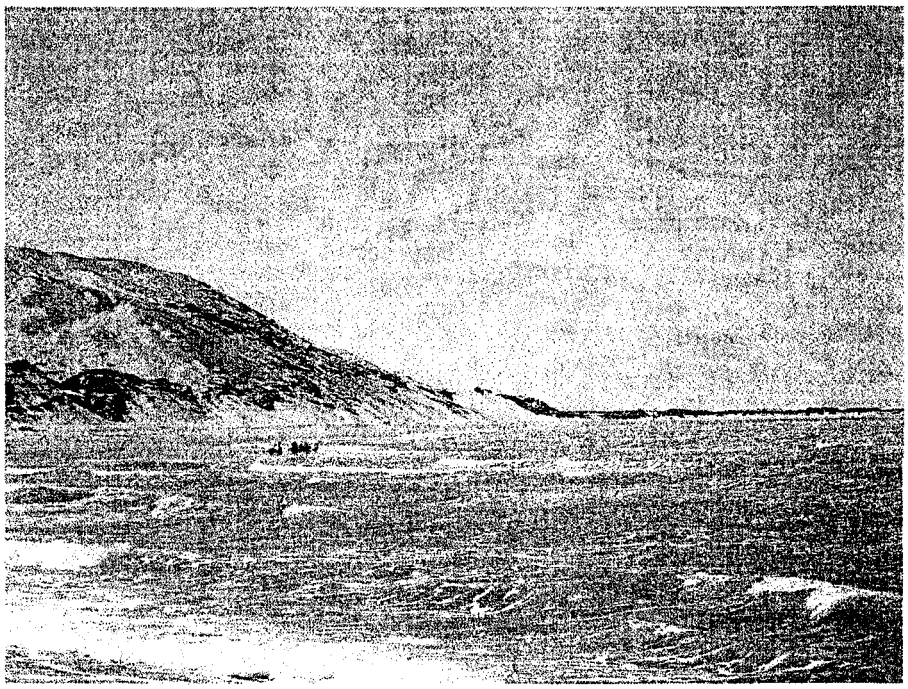
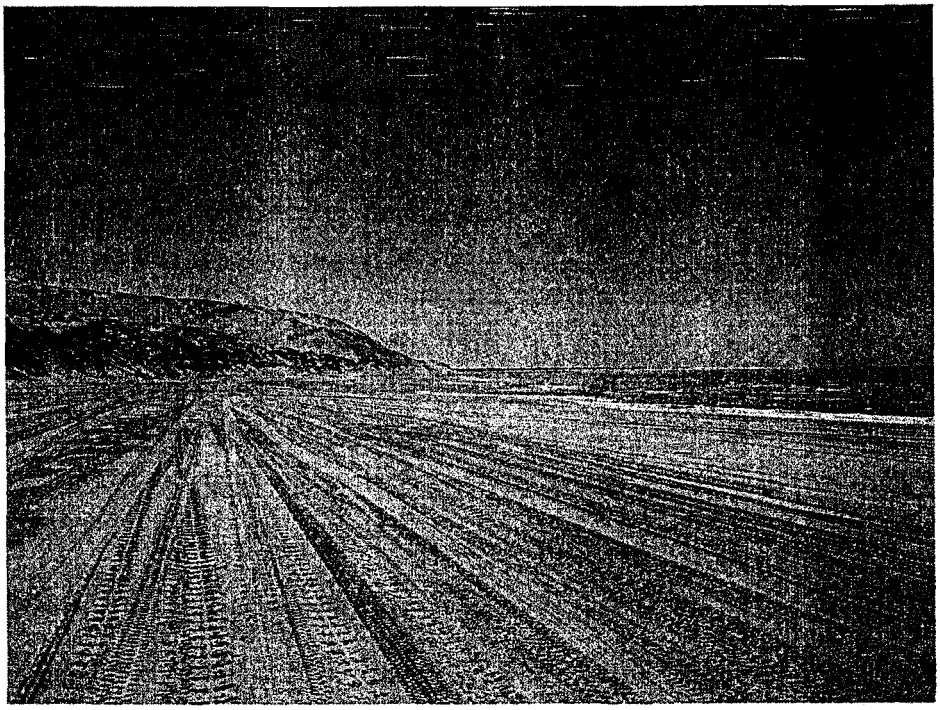
- Lot 5 is 1.3 miles of beach front





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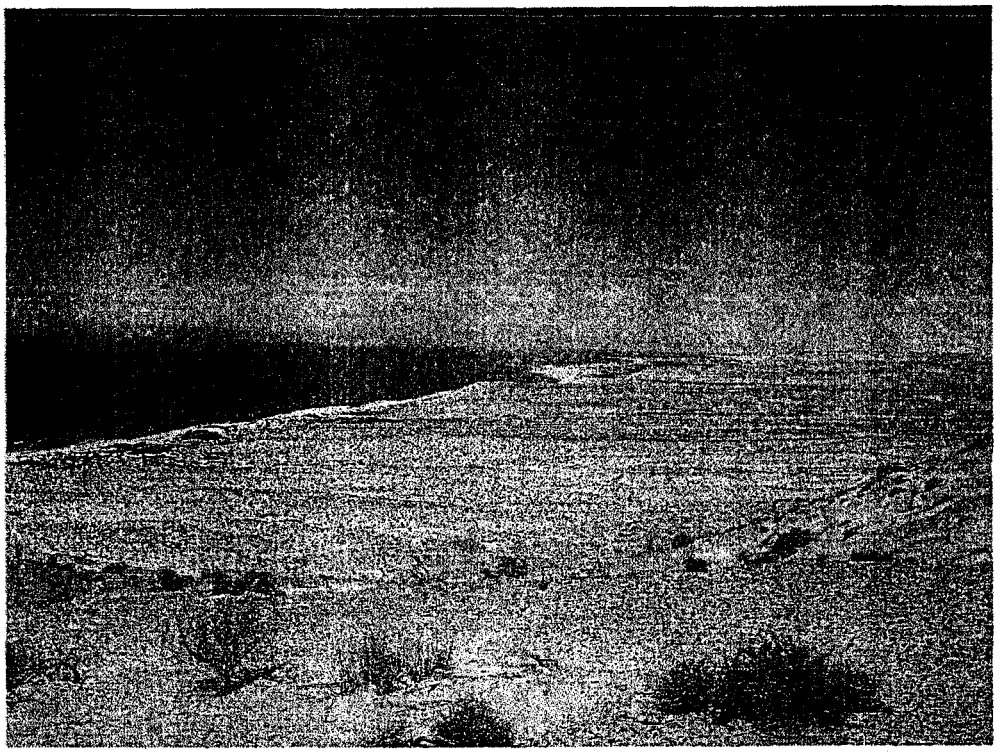

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- The Santa Clara border is only 0.88 miles from Lot 5
- Santa Clara is going through major changes due to the high interest in the area

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Regulation D

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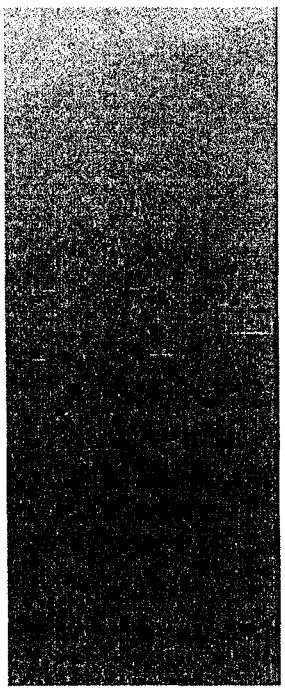
FILE #8337

Investor:

Thank you for taking the time to read through our project on Lot 5. Tri-Core Mexico Land Development LLC has created an opportunity for its investors, and the offer is as follows:

- The total offering is for : $3,500,000
- The total unit offering is: 700 units
- The minimum purchase is: 1 unit
- The unit price per unit is: $5,000
- The Annual Rate of Return is: 80%
- The maturity date is: 24 months
- The redemption at maturity is per unit is: $16,200



TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum #_____

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

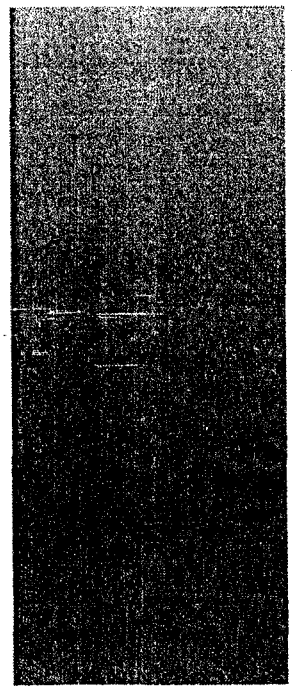
$5,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
80% Annual Rate of Return, Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $16,200 per Unit

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
6840 E. Chaparral Road, Suite 160
Scottsdale, AZ 85250
Telephone: (480) 366-3200
Facsimile: (480) 345-3201



- ***Regulation Ds are very safe investment tools to raise capital***
- Regulation Ds provide full disclosure to the investor and offer a practical vehicle for investing in Tri-Core Mexico Land Development LLC

What is a Regulation D Offering?

Regulation D is a regulation of the U.S. Securities and Exchange Commission, and is also a term for an investment strategy, mostly associated with hedge funds, based upon that regulation.

Regulation D, also known as "Reg D," exempts certain offerings of equity from many of the regulatory requirements that impose costs upon standard public offerings. A Reg D offering is intended to make access to the capital markets possible for small companies that could not otherwise bear those costs.

Regulation D establishes three exemptions from Securities Act registration. Let's address each one separately:

Rule 504

Rule 504 provides an exemption for the offer and sale of up to $1,000,000 of securities in a 12-month period. Your company may use this exemption so long as it is not a blank check company and is not subject to Exchange Act reporting requirements. Like the other Regulation D exemptions, in general you may not use public solicitation or advertising to market the securities and purchasers receive "restricted" securities, meaning that they may not sell the securities without registration or an applicable exemption. However, you can use this exemption for a public offering of your securities and investors will receive freely tradable securities under the following circumstances:

You register the offering exclusively in one or more states that require a publicly filed registration statement and delivery of a substantive disclosure document to investors; You register and sell in a state that requires registration and disclosure delivery and also sell in a state without those requirements, so long as you deliver the disclosure documents mandated by the state in which you registered to all purchasers; or, You sell exclusively according to state law exemptions that permit general solicitation and advertising, so long as you sell only to "accredited investors," a term we describe in more detail below in connection with Rule 505 and Rule 506 offerings. Even if you make a private sale where there are no specific disclosure delivery requirements, you should take care to provide sufficient information to investors to avoid violating the antifraud provisions of the securities laws. This means that any information you provide to investors must be free from false or misleading statements. Similarly, you should not exclude any information if the omission makes what you do provide investors false or misleading.

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Rule 505

Rule 505 provides an exemption for offers and sales of securities totaling up to $5 million in any 12-month period. Under this exemption, you may sell to an unlimited number of "accredited investors" and up to 35 other persons who do not need to satisfy the sophistication or wealth standards associated with other exemptions. Purchasers must buy for investment only, and not for resale. The issued securities are "restricted." Consequently, you must inform investors that they may not sell for at least a year without registering the transaction. You may not use general solicitation or advertising to sell the securities.

An "accredited investor" is:

a bank, insurance company, registered investment company, business development company, or small business investment company; an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5 million; a charitable organization, corporation or partnership with assets exceeding $5 million; a director, executive officer, or general partner of the company selling the securities; a business in which all the equity owners are accredited investors; a natural person with a net worth of at least $1 million; a natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year; or a trust with assets of at least $5 million, not formed to acquire the securities offered, and whose purchases are directed by a sophisticated person. It is up to you to decide what information you give to accredited investors, so long as it does not violate the antifraud prohibitions. But you must give non-accredited investors disclosure documents that generally are the same as those used in registered offerings. If you provide information to accredited investors, you must make this information available to the non-accredited investors as well. You must also be available to answer questions by prospective purchasers.

Here are some specifics about the financial statement requirements applicable to this type of offering:

Financial statements need to be certified by an independent public accountant; If a company other than a limited partnership cannot obtain audited financial statements without unreasonable effort or expense, only the company's balance sheet, to be dated within 120 days of the start of the offering, must be audited; and Limited partnerships unable to obtain required financial statements without

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unreasonable effort or expense may furnish audited financial statements prepared under the federal income tax laws.

As we discussed earlier, Rule 506 is a "safe harbor" for the private offering exemption. If your company satisfies the following standards, you can be assured that you are within the Section 4(2) exemption:

You can raise an unlimited amount of capital; You cannot use general solicitation or advertising to market the securities; You can sell securities to an unlimited number of accredited investors (the same group we identified in the Rule 505 discussion) and up to 35 other purchasers. Unlike Rule 505, all non-accredited investors, either alone or with a purchaser representative, must be sophisticated - that is, they must have sufficient knowledge and experience in financial and business matters to make them capable of evaluating the merits and risks of the prospective investment; It is up to you to decide what information you give to accredited investors, so long as it does not violate the antifraud prohibitions. But you must give non-accredited investors disclosure documents that generally are the same as those used in registered offerings. If you provide information to accredited investors, you must make this information available to the non-accredited investors as well; you must be available to answer questions by prospective purchasers; financial statement requirements are the same as for Rule 505; and Purchasers receive "restricted" securities. Consequently, purchasers may not freely trade the securities in the secondary market after the offering.

Accredited Investor Exemption

Section 4(6) of the Securities Act exempts from registration offers and sales of securities to accredited investors when the total offering price is less than $5 million.

The definition of accredited investors is the same as that used in Regulation D. Like the exemptions in Rule 505 and 506, this exemption does not permit any form of advertising or public solicitation. There are no document delivery requirements. Of course, all transactions are subject to the antifraud provisions of the securities laws.

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Articles of Interest on the Area

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FILE #8337

[http://gulfofsantaclara.com]

The Gulf of Santa Clara,

...where land & sea meet.

Around the year 1800 the Yaqui Indians set up camp along the northernmost coast of the Sea of Cortes and waited for Father Kino to show up and convert them to Christianity. Upon arrival, the village of The Gulf of Santa Clara was established. Because of the many animal species, marine mammals and beach birds, the strip of land where the Sea of Cortés ends, or some would say begins, is one of the planet's richest ecosystems. Today the sea and river converge in the municipality of San Luis Rio Colorado. The divergent waters, one fresh and one salt, seem to merge in close communication forming a majestic sight. This can only be seen and enjoyed in the Gulf of Santa Clara. The Mexican government recognized the richness of this ecosystem and declared this area as the Upper Sea of Cortés and Colorado River Delta Biosphere Reserve in June 1996. The Gulf of Santa Clara, or also known as "El Golfo," is an area that has gradually grown in interest to locals and visitors alike given its features. Located only 90 miles south of Yuma, Arizona, while it may not be everyone's idea of an ultimate vacation destination, if you like sand and sea, you will love El Golfo. El Golfo is one of the best-kept secrets in the Western Hemisphere.

RECENT HISTORY

As recently as the mid-1920's a small and little known port of activity flourished on the Colorado delta. Known as Santa Isabel, it was located some 8 miles west-northwest of present day El Golfo. It was a very strategic stopping off point for the many steam ships, which supplied the army and mining interests on the upper Colorado. Today Santa Isabel is nothing but a memory as it was abandoned with the damming of the river and today all traces of its existence have vanished. In the early thirties, the State of Sonora provided funds for a road across the desert and with this new road came the village of el Golfo de Santa Clara.

INTERESTING FACTS

Archeological findings have been made in this reserve that date back to 9350 B.C. This helped to confirm that the first settlers were San Dieguito ancestors from the Odham culture.

WHAT TO DO & SEE

A beach within reach. The Gulf of Santa Clara is a small, peaceful port town known for its sand dunes and white beaches. Boat trips are organized here with destinations to the

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FILE #8337

mouth of the Colorado River and the Islands of Montague and El Pelícano. Sole and totoaba fishing are available and visitors may enjoy the company of sea-lions swimming around in search of food. The sand of the gently sloped beaches is fine, and it is possible to camp or park trailers in the neighboring areas. The 934,756 hectare Biosphere Reserve of the Upper Californian Gulf and the Colorado River Delta incorporate unique habitats such as marshes and fresh water zones along the coastal board, as well as marine zones and wintering and resting sites for migratory birds. There are at least 80 species of land birds and marine birds that are migratory and residents. Some of these are fishing eagle, the white and brown pelicans, seagulls, sea quails, ducks, and geese. Here there is a high diversity among the reptiles in comparison to other deserts (Desert Iguana, chameleon, lizards and snakes). About 75% of the total types of vegetation in Mexico can be found in this reserve.

The highway ends when you reach El Golfo. Recent funding has made possible the paving of the main intersection for a few blocks and a few streets in the center of the village. However, almost all streets and roads remain sand but are, for the most part, navigable by any type of vehicle. A an 83-mile highway along the coast is being built to link the tourist getaways of El Golfo de Santa Clara and Rocky Point on Sonora's coast of the Sea of Cortez.

Rafael Gonzalez, Rocky Point tourism director, said the highway will bring many benefits to the Golfo de Santa Clara and Puerto Peñasco, but will also attract visitors, namely Californians. The highway, known in Mexico as "La Costera," will tap into a large potential of tourism for Sonora and Arizona, as the region attracts money from Orange County, Calif., and San Diego, Gonzalez said.

Why Californians when they already have beaches? One of the driving factors behind the popularity is that the Sea of Cortez is warm, while the Pacific Ocean is cold. The gulf water stays at an average of 72.86°F through the fall and into the winter, so people will come. Already during certain times of the year, people do come in thousands. Semana Santa, or Holy Week, in Mexico coincides with spring break vacations in the United States, which have long been a popular time for U.S. and Mexican tourists to gather on the beaches of Mexico. In past years, an average of 30,000 people have turned out for Easter where games, live DJs and bands are usually on hand the Friday and Saturday of that week.

In terms of community services the village of El Golfo de Santa Clara boasts a government office, police station, water purification plant, gas station (with diesel), many grocery stores, tire repair shops, auto mechanic shops, welder, hardware stores, building supplies, 5 hotels and motels, 2 excellent restaurants, 2 beachfront cantinas serving excellent meals, private practice doctor, dentist/orthodontist, 2 pharmacies, red cross outpost, 2 full service RV parks, many dry camp RV areas and 1 members only (Colorado River Adventures) RV resort.

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Big plans for Sonora shore

Seacoast projects taking shape to be magnets for vacationers

By Thomas Stauffer
ARIZONA DAILY STAR
([**http://www.azstarnet.com/sn/business/74352.php**] - 05/10/05)

An investor group is working through environmental studies and gathering permits for a mammoth chunk of Sonoran coastline it envisions as a sprawling paradise of vacation homes, golf courses, resorts, nature preserves and more.

A marina, vineyard, winery, equestrian complex and Formula One track are also proposed for Liberty Cove, a 72-square-mile area - three times the size of Manhattan - north of Puerto Libertad, Sonora.

Los Angeles-based Rockingham Asset Management LLC bought the property last year for less than $25 million from Tucson developer Don Diamond, said Carlos Nagel, a consultant hired by Rockingham to work on community issues. If the resort were fully developed as envisioned, it would appraise for about $277 million, said Tucson real estate appraiser Bruce Greenberg.

Up the coast, another investor group is further along in developing Punta Delfín (Dolphin Point), a 1.5-mile stretch of coastline about 60 miles south of the international border. The first phase of the project calls for about 500 oceanfront condominiums and 200 home lots along an 18-hole golf course, said Ryan Porter, chief financial officer for Scottsdale-based Las Dunas Group.

Like Liberty Cove, Punta Delfín will supply its water from a desalination plant, not from groundwater, and will build a wastewater treatment system, Porter said.

"There is no infrastructure there at all, so we'll probably have to generate our own power as well," Porter said.

Both proposed developments support the visions of Mexican President Vicente Fox and Sonoran Gov. Eduardo Bours Castelo for attracting tourism and economic development along the Sea of Cortez.

Construction is already under way on a 375-mile coastal highway that will connect North Americans to the Sonoran beaches of Puerto Peñasco by 2006 and Guaymas by 2009.

Nearly under way is a 350-mile pipeline to be built by 2008 to carry liquefied natural gas from Puerto Libertad to Hermosillo, Guaymas, Ciudad Obregon, Navojoa and Naco, Sonora. Eventually, a line will connect to Nogales, Sonora. From there, the natural gas would be piped for distribution to markets in the western United States.

The coastal highway, natural gas plant and Liberty Cove will completely transform the sleepy fishing village of Puerto Libertad, which currently has about 3,000 residents, Nagel said.

Though the company's Web site mentions molding Liberty Cove to become the "premier destination in all of Mexico," the company's finance director said it would be premature to tout what Liberty Cove will be.

"We're just working quietly right now, getting all of our approvals, so we've been avoiding press releases because we don't have anything to sell at the moment," said Rockingham's Robert Chernick. "We're doing all the homework we need to so that this is no longer somebody's pipe dream."

Though Liberty Cove could eventually have tens of thousands of inhabitants, be they vacationers, retirees or permanent residents, a large part of the 72 square miles probably will not be developed, said Walt Bouchard, a Scottsdale consultant contracted by Rockingham to work on permits and licenses for the project.

"The highest and best use of this property may be pretty limited," Bouchard said. "One of the things about the site that's great is the open space, and they want to preserve as much of the natural beauty as possible."

Gov. Bours is "very pleased" that projects such as Liberty Cove and Punta Delfín are emerging, said Diego Padilla, the Sonoran government's Arizona representative.

Unlike an earlier proposal to have oil tankers deliver to Puerto Libertad crude oil that would then move through a pipeline to Yuma, the two resorts represent a much more environmentally sensitive form of economic development for the people of Sonora, Padilla said.

"The state government is highly concerned about having oil tankers in the Sea of Cortez," he said. "If these projects prove to be environmentally responsible, they are a good example of projects that will benefit from the coastline highway."

Greenberg, who has done extensive appraisal work in Mexico, said it's definitely in the best interest of the Mexican government to promote development that will protect the Sea of Cortez's pristine environment.

"The state of Sonora, and in particular the federal government of Mexico, is very keen on biological controls and environmental controls," he said. "I think they're going to ensure that this development will be safe for the environment and the community."

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FILE #8337

Progress & Pavement

A 375-mile highway will help turn Sonora's coast into a big playground for Tucsonans and Californians.

ERIC PAVRI and MARK POEPSEL
for the Tucson Citizen
(An excerpt from [**http://www.tucsoncitizen.com/ss/local/16026**] - 06/20/06)

EL GOLFO DE SANTA CLARA, Son. - If you follow a sandy street from this village where the Colorado River meets the Sea of Cortez, fresh asphalt suddenly pops out of nowhere.

It's the start of a 375-mile road to Guaymas.

Intended for Arizona and California tourists, the coastal highway promises to generate work but threatens archaeological sites, indigenous communities and the environment. Developers and speculators already are snapping up views along the Sonoran Gold Coast. Promoters say this Arizona getaway will draw folks from Baja California. The road and new entry port would cut the drive from San Diego to Rocky Point in half, to 4 1/2 hours. Arizonans still would drive through Organ Pipe National Monument, but the highway would offer a one-hour side trip to El Golfo, a town of 4,000 with a few hotels.

Hundreds of 20-foot fishing boats line this beach in colorful rows. Dolphins leap offshore.

Brian Higginson of Queen Creek says, "It's like Rocky Point used to be when my family would go 20 years ago. We're the only ones here."

But the highway could change things.

Land prices have increased fivefold since it was announced, and hoteliers are adding rooms. Despite proposed mega-resorts, says Las Conchas hotel's Ramón Concha, "we'll still have our customers. We'll charge less."

"It'll mean lots of jobs," says Kary Montoya, a third-generation fisherman, echoing a common sentiment in towns where the highway is coming and fish catches are down.

Near town, earthmovers grade fresh cuts in sand. Scenic overlooks are planned where the road runs nearest the beach. By next summer, the $33 million stretch to Rocky Point should be done, builders say.

Construction already has plowed through three ancient sites of the Hohokam and Trincheras, says archaeologist Cristina García of Mexico's National Institute of Anthropology and History. For the Tohono O'odham, these are sacred pilgrimage lands. García has mapped sites and suggested detours. She says the requests were ignored.

"Impacts from development will extend far on both sides of the road," says colleague Jupiter Martínez.

Eighty miles south sits Rocky Point, a favorite of Tucsonans.

Shrimp trawlers still crowd the harbor, but new condos line the beaches. And a marina for luxury boats is almost done, part of the "Sea of Cortez Plan" to develop ports and attract boaters to the gulf.

From a balcony, Mary Snyder points to five projects she has overseen. "We sold those in 1994 for less than $100,000." But units in the new Puerta Privada sell for $669,900, "and we have only a few left."

Ten miles south, Mayan Palace has built a hotel and started up to 20,000 condos. The chain is bankrolling an airport that will rival Tucson's in size and could draw flights from Phoenix, Los Angeles, and Las Vegas.

"Our projects alone are doubling the size of Rocky Point," says Dave Rowland. "I told my wife one night, 'I'm in charge of selling a city.'"

Mexican resort areas boom in soft real estate market

Evelyn Iritani
Los Angeles Times
Aug. 28, 2006 11:03 AM
(taken from [http://www.azcentral.com/home/hb101/articles/0828mexicohomes0828.html#])

Real estate experts in Mexico worry that the giant sound they hear is the softening U.S. housing market sucking money Americans have poured into vacation homes south of the border.

But neither the cooling American housing market nor tense Mexican presidential politics so far has stemmed the influx of foreign dollars into Mexico's booming coastal resort areas, government and real estate officials said.

When FONATUR, Mexico's tourism development agency, put the first phase of its newest Pacific Coast resort, Litibu, on the market a few months ago, buyers snapped up the 500 acres for $125 million. Foreign investment into Mexico is on track to hit $20 billion this year, up from $17.6 billion in 2005, according to the government.

"We have some concerns about the slowing U.S. housing market but there are many other things working for us," said John McCarthy, FONATUR's director general, who was in Beverly Hills, Calif., last week to speak to U.S. investors. "Most of our buyers are baby boomers

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FILE #8337

who have paid off in good part their initial mortgage and are coming into inheritance money."

Real estate experts also said Mexico's resort properties market might experience a smaller price shock because it is a new area of investment and the buyers tend to be higher-income and less likely to be forced into fire-sales.

"The cooling real estate market could take this from being a very, very positive trend to a mildly positive trend," said Christopher Thornberg, an economist with Beacon Economics, a Los Angeles-based real estate consulting company.

That's good news for Janette and Harvey Craig, who paid $60,000 four years ago for a piece of beachfront property in Litibu, a small beach community about 30 miles north of Puerto Vallerta. They expect the parcel, which is worth about $300,000 today, to become more valuable when the nearby resort is completed in three years. It will include hotels and condominiums, 910 homes and an 18-hole golf course designed by Greg Norman.

"It's just going to push prices higher and higher," said Janette, a part-owner of Garcia Realty in the nearby surfing town of Sayulita.

In the past, foreigners have been wary of investing in Mexico because of legal problems, corruption, and red tape. But changes in Mexican laws have made it easier for foreigners to own property through bank trusts. Major U.S. companies have begun offering mortgages and title insurance.

Mexico also is drawing more attention from Europe. Last year, Spanish companies were the top investors in the tourist industry, pumping $416 million into resort properties. U.S. investors followed with $321 million, according to the tourism agency.

McCarthy rejected the notion that tourism benefits only wealthy developers and well-heeled travelers. He pointed out that the average incomes in Quintana Roo and Baja California Sur, the states that are home to Cancun and Cabo San Lucas, are among the highest in the nation. Tourism is the third largest generator of foreign exchange in Mexico, after oil and remittances from Mexicans living abroad.

FONATUR identifies promising tourism areas, buys land, draws up a master plan, and develops basic services such as roads, sewage facilities, and power plants. The government then sells the property to private developers.

By getting state and local officials to sign off on a project, the Mexican government dramatically has reduced the risks to foreign investors, said Doug Regelous, president of Los Angeles-based Daedalus Projects Group Inc.

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Daedalus is finalizing the purchase of approximately 9,000 acres on the East Cape, a largely undeveloped stretch of coastline along the Sea of Cortez between San Jose del Cabo and Punta Pescadero.

He wouldn't divulge the specifics of the project because the deal hasn't been finalized. But he said it would contain an upscale resort hotel, golf course, and residential community with a focus on water sports.

"The East Cape is a swimmable ocean," he said. "The Pacific isn't."

In just a few decades, the southern tip of the Baja Peninsula has become one of Mexico's most exclusive getaways.

Once known for cheap time-share properties, the rugged coast between Cabo San Lucas and the sleepier San Jose del Cabo is lined with luxury resorts that charge as much as $1,000 a night for hotel rooms. Oceanfront estates sell for as much as $7 million. On busy weekends, it is not uncommon to see 100 private jets at the airport.

Mexico's real estate boom also has been helped by the development of upscale "fractional ownership" properties that allow buyers to purchase a piece of a condominium or home.

Barry Hacker and his wife, Paivi, sold their beachfront home in Florida after it was damaged by two hurricanes in two years. They have invested, they said, "tens of millions" of dollars in a piece of waterfront property in Ixtapa, a West Coast resort area. They plan to build a 10-room boutique hotel called Punta Romantica and offer fractional ownership in 10, four-bedroom villas on the property.

Hacker, a partner in KPMG's Tokyo office, said many wealthy Americans are selling their waterfront properties in Florida and California while prices are high. "We can deliver a villa for a fraction of the cost that's also ocean-front and is fully staffed with all the hotel services, a gym, a spa, and a restaurant," he said.

Mexican tourism officials are sensitive to criticism that this rapid development threatens some of the country's most beautiful coastline and marine reserves and puts a strain on the rural communities that bear the brunt of the rising land costs, increased traffic and an influx of people looking for work.

These challenges have come into sharp focus along the east coast of Baja California Sur, which borders the Sea of Cortez, home for the largest marine park in Mexico.

FONATUR has teamed up with the Loreto Bay Co., a Scottsdale, Ariz., developer, to build what is being billed as the "largest resort community in North America committed to the principles of sustainable development." The Mexican government invested $200 million on

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roads, water treatment plants and other infrastructure.

The $3 billion project, called the Villages of Loreto Bay, will create a town of 6,000 homes in neighborhoods designed for pedestrians and golf carts. No cars will be allowed. Nearly two-thirds of the 8,000 acres will be maintained as a "greenlands preserve."

Homes are being constructed from a locally produced adobe brick and the developer has leased land for a wind farm so the project can generate its own electricity, said Jim Grogan, Loreto Bay's president and chief executive officer.

In two years, the project has sold 640 homes, whose prices start at $380,000. Two-thirds of the buyers are Americans, many from California, and the remainder are largely Canadians with a sprinkling of Mexicans.

"There's no question, people are willing to pay a premium for sustainable development," Grogan said.

The U.S. company has established a nonprofit foundation that has bought new equipment for the local hospital and purchased a patrol boat for the marine conservancy, according to Grogan. The Loreto Bay Foundation gets 1 percent of all home sales and resales, which has totaled $3 million so far.

Rob Faris, an economist with the Harvard Institute for International Development, praised the developer's efforts to limit the project's environmental footprint. But he worries about the impact such a large influx of people will have on southern Baja's limited water supply, the marine park and the community of Loreto. Within two decades, the population of the sparsely populated region is expected to balloon from 15,000 to 120,000, according to a study co-authored by Faris.

"I think their intentions are largely noble," Faris said of Loreto Bay Co. "But creating a sustainable community of this magnitude in Mexico, it hasn't been done before."

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CLIFTON MERIDIAN TO ADD $170 MILLION OF LUXURY HOMES IN PUERTO PENASCO, MEXICO

Scottsdale-based developer will add 421 units to booming "Rocky Point" by 2008

(Taken from [http://www.cliftonmeridian.com/press-room/press-releases-2007/february-2007.aspx])

SCOTTSDALE, Ariz. (February 13, 2007) – Clifton Meridian LLC, a real estate development firm focused on upscale residential projects in Mexico, today announced its plans to add 421 luxury condominiums and single-family homes, worth more than $170 million in Puerto Peñasco, Sonora, Mexico by 2008.

Puerto Peñasco, or "Rocky Point" as it is commonly referred to in the U.S., is one of the fastest growing real estate markets in Mexico.

A recent study by the Mexican Secretariat of Urban Infrastructure and Ecology (SIUE) indicates that "Rocky Point" is projected to grow from its current population base of 40,000 to 170,000 residents over the next three years, and demand for accommodations, including hotel rooms, villas and condos, will rise from 9,326 to more than 64,000.

According to Mayor Heriberto Renteria Sanchez, there are more than 1,500 condominium units currently under construction in Peñasco

"Rocky Point is entering into the high-end vacation destination category currently captured by Cabo San Lucas and Acapulco," said Patrick Clifton, Chairman and CEO of Clifton Meridian LLC. "Our mission is to play a leading role in that progression by setting a new standard for innovation and luxury."

Clifton Meridian's projects currently under construction include the $110 million La Perla Del Mar, a 254-unit, 15-story luxury beach front condominium project in the fast developing "Mirador" section of Peñasco; Las Fuentes Del Mar, a $35-million luxury villa development located within the highly desirable "Las Conchas" gated community; and Las Patios Privados, scheduled to launch in mid-2007, is a 120-unit moderately-priced off-beach condominium project, also in the up and coming "Mirador," valued at an estimated $25 million.

The continuing progression of "Rocky Point" is thanks in large part to the millions of U.S. and Canadian development dollars pouring into the region, as well as the tremendous

support and tourism-based efforts from the Mexican Government and the state of Sonora. Recognizing the amount of attention that this beachfront destination is receiving from neighboring Americans looking to purchase vacation homes, the Mexican government is in the process of developing infrastructure in the area that will continue to make access to the city convenient, and facilities within the town state-of-the-art.

"The Mexican government recognizes that 'Rocky Point' is becoming a sought after second home destination for Americans and Canadians," said Clifton. "They are working efficiently to make improvements in health care, law enforcement, and infrastructure, as well as to make the area more accessible in preparation for the growing population."

Key infrastructure developments currently in progress include:

- The $30 million "Coastal Highway" project that, when completed (2007-2008), will provide Southern California a much faster and more direct route to Puerto Peñasco, and eventually San Carlos. The highway is supported by former Mexican President Vicente Fox, and continues under the current leadership of Felipe Calderon.
- A $50 million international airport in "Rocky Point" will accommodate large passenger planes. The first airstrip is projected for completion in late-2007 and the entire project in 2009.
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction.
- La Escalera Nautical, or "Nautical Ladder" as it is widely known, is a plan to develop tourism up and down the Baja coast, and along the interior of the Sea of Cortez, by building a series of marinas, hotels, and tourist sites located within a day's sail of one another. Puerto Peñasco is listed as a part of the project and stands to receive both infrastructure and marina-related upgrades as part of the effort.
- Fonatur, the Mexican tourism development agency behind the "Nautical Ladder," initially projected the project to pull in 50,000 boats and 1 million visitors by 2014 - the vast majority coming from the United States.
  Additionally, the state of Sonora is doing its part to raise the awareness of "Rocky Point" as a second home and vacation destination. According to the Sonora Office of Tourism, the state is spending $1.5 million this year to attract tourists from U.S. border states, primarily in California and Arizona.

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"Home buyers from the Southwest are attracted to the idea that they can own beachfront property at a fraction of the cost of U.S. coastal markets," said Clifton. "Thanks to the new Coastal Highway Project, the Southern California market will now enjoy the same sense of a true 'drive-to' destination that Arizonans and their three-and-a-half hour commute have known for decades."

"Rocky Point has everything that any second home buyer is looking for," said Clifton. "The town is complete with rich culture, a casual lifestyle, and beachfront property at incredibly reasonable prices." Patrick Clifton sees this growth phase as phenomenal, but not indefinite. "Beachfront property will always continue to appreciate," said Clifton. "This period of change in Peñasco is an ideal time for investors and home buyers."

Facts About Purchasing in Mexico:

- Mexico has become the 4th most popular retirement destination in the world.
- The recent election of U.S.-educated Felipe Calderon as president bodes well for cross-border relations, as well as a strong Mexican economy, low interest rates and low inflation. The current administration recognizes tourism and development as one of the fastest ways to boost the Mexican economy to a targeted annual growth rate of 5-6% annually, and expects the influx of foreign capital investment to reach $60 billion by 2016.
- American title insurance companies, including First American Title Corp., Stewart Title Insurance Co. and the Chicago Title Co., are now providing documentation of ownership. Just a few years ago, the only way to buy housing in Mexico was to pay cash. Today, major U.S. lenders are writing mortgages on Mexican property. GE Money Mexico and WMC Mortgage Corp. of Burbank, Calif., for instance, created a Mexican Dream Mortgage program to provide simplified mortgage financing for U.S. residents.
- GMAC International Mortgage recently became the first national lender to introduce a 30-year, fixed rate product for Mexico.

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Principals & Development Team

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Principal Owners:

Tri-Core Mexico Land Development LLC

8840 E. Chaparral, Suite 145
Scottsdale, Arizona 85250
Phone: 480-346-3200
Fax: 480-346-3201

James L. Stevens – Principal and Planning Director

Vince Gibbons – Director of Development and Engineering

Sylvia Torres Corrilla – Principal, Director of Marketing and Project Facilitator

Development Team:

Tri-Core Business Development LLC

8840 E. Chaparral, Suite 145
Scottsdale, Arizona 85250
Phone: 480-346-3200
Fax: 480-346-3201

Jason Todd Mogler – President

Jim Hinkeldey – Independent Consultant

Jon Halliday – Presenter

Dennis Narciso – Production Consultant

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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 (480) 234-7136.

Thank you!

NOTES:

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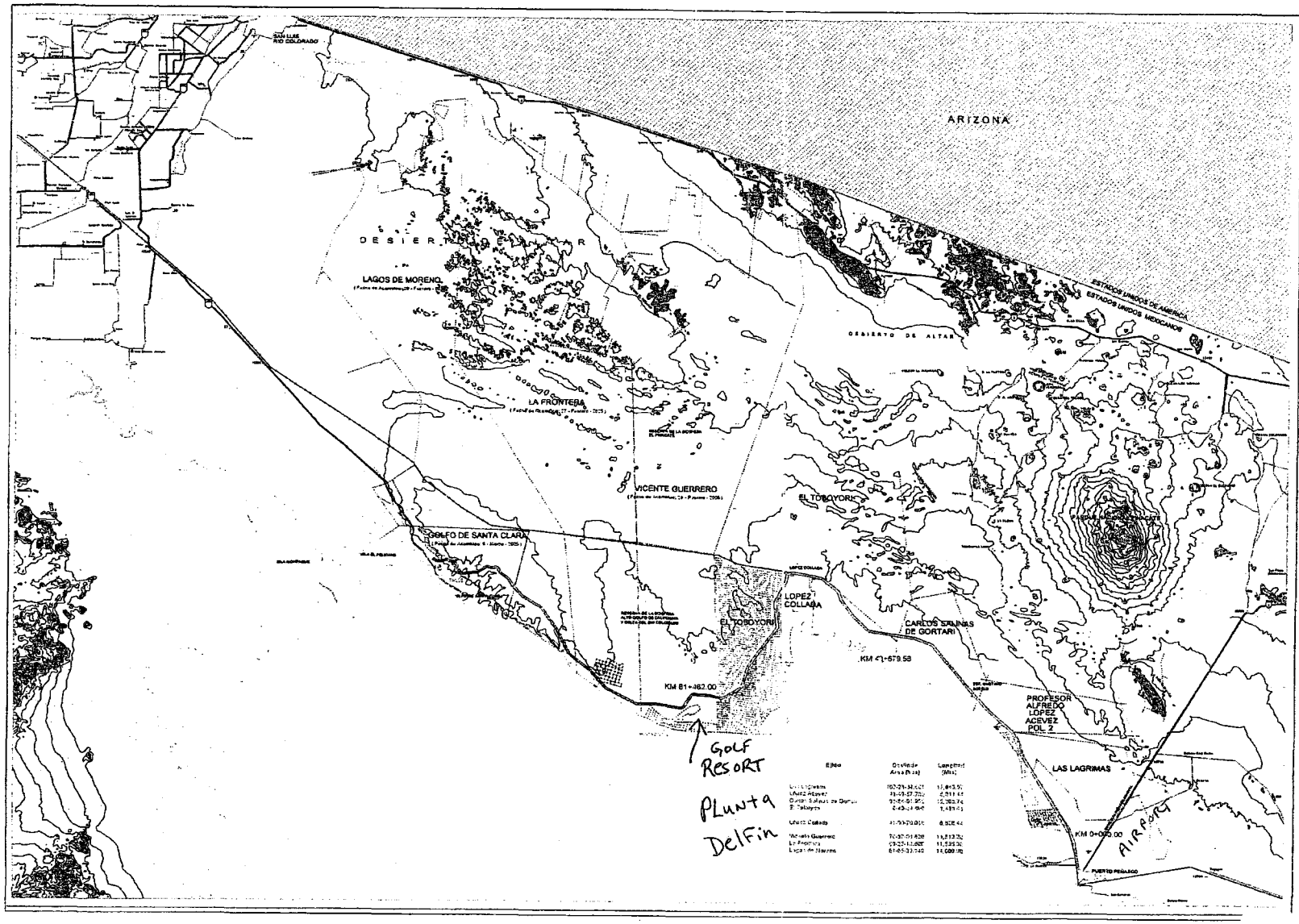

LOCALIZACION:

EXPLICACION:

- PERIMETRO EJIDAL
- DERECHO DE VIA LIBERADO
- LINEA FERROCARRIL
- RESERVA DE LA BIOSFERA
- CARRETERAS
- BRECHA
- LINEA ELECTRICA
- ASENTAMIENTOS HUMANOS
- LIMITE INTERNACIONAL
- PUNTOS GEODESICOS
- CURVA DE NIVEL
- HIDROLOGIA
- LIMITE COSTERO

ESCALA GRAFICA

METROS

PROYECTO:

PUERTO PEÑASCO - GOLFO DE SANTA CLARA

CONTENIDO:

TIPO DE PLANO: PLANO No.

FECHA: ESCALA: 1:250,000

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MEXICO INVESTMENT

(1) UNIT PURCHASED
FOR $5000. 80% INTEREST ANNUALIZED

PAYOFF = $16,200.
DUE ON DEC 10, 2009

EXHIBIT
S-105
ADMITTED

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FILE #8337

TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

CONFIDENTIAL

PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: Jannene K. Barnes

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is May 1, 2007

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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 Mexico Land Development, 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 IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

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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 Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 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, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

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

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2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's 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:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of $60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

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Vince Gibbons – Director of Development and 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 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

Mr. Mogler is a principal partner in Tri-Core Business Development, 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. He 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.

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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4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

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acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this 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 Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of eighty (80%) 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 at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

ORIGINAL

7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

	AS ADJUSTED 3/15/01	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

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.

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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 May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

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12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

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

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

Exhibit B — PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

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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 Mexico Land Development, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Mexico Land Development, 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 Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.***

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

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

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

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

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and 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.

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16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or it's Principals and, to the best 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.

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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 **TRI-CORE MEXICO LAND DEVELOPMENT, LLC,** an Arizona Limited Liability Company.

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

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE MEXICO LAND DEVELOPMENT, 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 01, 2009.

CONFIDENTIAL

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Jannene Kristy Barnes

Amount Loaned: $5,000.00

Number of Notes: One (1)

CONFIDENTIAL

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.

Print Name of Subscriber: Jannene Kristy Barnes

Amount Loaned: $5,000.00

Number of Notes: One (1)

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 One (1) Note 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 $5,000.00 (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 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.

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

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

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

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

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

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

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

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

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is*

included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

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

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

(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

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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.

(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 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.

(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 10th day of December, 2007, at Scottsdale (City), Arizona (State).

If the Investor is an INDIVIDUAL, complete the following:

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

JANNENE KRISTY BARNES

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
(if Funds are to be invested in Joint Name or are Community Property)

Jannene Kristy Barnes

Signature of Individual

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

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Print Address of Residence: **Print Residential Telephone Number:**

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).

Savant Properties LLC
Print Name of Partnership, Corporation, Trust or Entity

CEO
Title of Authorized Representative

Jannene Kristy Barnes
Signature of Authorized Representative

Maricopa County, Arizona
Print Jurisdiction of Organization or Incorporation

Jannene Kristy Barnes
Print Name of Authorized Representative

[redacted]
Print Federal Tax Identification Number

Print Address of Residence:

[redacted]
[redacted], Arizona [redacted]

Print Residential Telephone Number:
[redacted]

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 10th day of December, 2007.

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By:
Jason Todd Mogler

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EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

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☐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.

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

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EXHIBIT B

PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

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

Tri-Core 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 **Five Thousand 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

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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:

Jannene Kristy Barnes
Print Name

Jannene Kristy Barnes 12-10-07
Signature & Date

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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. Full Name: _____

2. Address of Principal Residence: _____

_____

County: _____

3. Residence Telephone: (_____)_____

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

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

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

_____

_____

7. Please send all correspondence to:

(1) _____ 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 Number 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 (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

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

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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(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: _____

Signature

_____

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

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EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

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MEXICO INVESTMENT

(2) UNITS PURCHASED

FOR $16,000. TOTAL

80% ANNUALIZED

INTEREST

PAYOFF = $32,400.

Due on DEC 26, 2009

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TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: Jannene K. Barnes

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is May 1, 2007

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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 Mexico Land Development, 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 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 Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 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, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

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

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2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's 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:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of $60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

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Vince Gibbons – Director of Development and 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 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

Mr. Mogler is a principal partner in Tri-Core Business Development, 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. He 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.

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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4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

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acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this 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 Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of eighty (80%) 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 at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

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7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

	AS ADJUSTED 3/15/01	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

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.

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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 May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

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12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

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

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

Exhibit B — PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

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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 Mexico Land Development, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Mexico Land Development, 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 Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

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

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

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

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and 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.

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16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or it's Principals and, to the best 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.

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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 **TRI-CORE MEXICO LAND DEVELOPMENT, LLC**, an Arizona Limited Liability Company.

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

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE MEXICO LAND DEVELOPMENT, 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

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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 01, 2009.

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Jannene Kristy Barnes

Amount Loaned: $10,000.00

Number of Notes: Two (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

CONFIDENTIAL

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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Print Name of Subscriber: **Jannene Kristy Barnes**

Amount Loaned: $10,000.00

Number of Notes: Two (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 Two (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 $10,000.00 (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 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.

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

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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

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

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

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

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

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

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

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is*

included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

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

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

(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

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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.

(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 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.

(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 26th day of December, 2007, at Scottsdale (City), Arizona (State).

If the Investor is an INDIVIDUAL, complete the following:

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

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

Print Address of Residence: **Print Residential Telephone Number:**

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).

Savant Properties LLC
Print Name of Partnership, Corporation, Trust or Entity

CEO
Title of Authorized Representative

Jannene Kristy Barnes
Signature of Authorized Representative

Maricopa County, Arizona
Print Jurisdiction of Organization or Incorporation

Jannene Kristy Barnes
Print Name of Authorized Representative

[redacted]
Print Federal Tax Identification Number

Print Address of Residence:

[redacted]
[redacted] Arizona [redacted]

Print Residential Telephone Number:

[redacted]

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 26th day of December, 2007.

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By: _____
Jason Todd Mogler

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EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT B

PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

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

Tri-Core 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 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.

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

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

3. SECURITY FOR PAYMENT OF THE NOTE(S)

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

4. COMMENCEMENT DATE OF THE NOTE

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

5. STATUS OF HOLDER

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

6. SECURITIES ACT RESTRICTIONS

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

7. ATTORNEYS' FEES

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

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of

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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:

Jannene Kristy Barnes
Print Name

Jannene Kristy Barnes 12/26/07
Signature & Date

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. Full Name: _____

2. Address of Principal Residence: _____

_____

County: _____

3. Residence Telephone: (_____)_____

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) _____ 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 Number 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 (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

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

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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(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: _____
Signature

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

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EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

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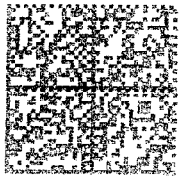
Tri-Core Business Development
8800 E. Chaparral Rd.
Suite 270
Scottsdale, AZ 85250



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VERY IMPORTANT INVESTMENT DEAL CONTRACT EXTENSIONS!

Jannene Barnes
[redacted]
[redacted], AZ [redacted]

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COPY

04/20/2011

Dear Investor:

Enclosed you will find a Letter of Extension for your investment in Lot 5 through Tri-Core Mexico Land Development LLC signed by me.

If you agree to this extension, please sign and return it in the postage paid envelope that is also enclosed by May 15, 2011. If the letter is not received by this date it will be assumed that you are not agreeing to the extension.

Please contact me with any questions and thank you very much for your patience.

Sincerely,

James L. Stevens
President and Managing Partner
Tri-Core Mexico Land Development LLC

(702) 810-5106
jlexstevens@[redacted]

COPY

Amendment to Contract

As of **March 31, 2011**, the contract between **Tri-Core Mexico Land Development** and

Jannene Barnes signed and dated **12/10/2007** is changed as follows:

This contract is extended beyond the original 24 month period. During the extension period your principal monies will be earning interest at 20% simple interest per annum. This extension is in force until replaced by another amendment or funds are paid in full.

All other terms and conditions stated in your promissory note dated **12/10/2007**, except for the above noted maturity date extension and interest rate modification for extended maturity period only, shall remain in full force and effect.

All other terms and conditions except as noted above as stated in the Tri-Core Mexico Land Development LLC Private Placement Memorandum dated May 1, 2007 remains in full force and effect.

Signed and Agreed:

James L. Stevens Representative of: Tri-Core Mexico Land Development LLC

signature _____

Title: President & Managing Partner

Date: April 21, 2011

Jannene Barnes

signature Jannene Kristy Barnes

Title: Investor

Date: May 11th, 2011

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COPY

Amendment to Contract

As of **March 31, 2011**, the contract between **Tri-Core Mexico Land Development** and

Jannene Barnes signed and dated **12/26/2007** is changed as follows:

This contract is extended beyond the original 24 month period. During the extension period your principal monies will be earning interest at 20% simple interest per annum. This extension is in force until replaced by another amendment or funds are paid in full.

All other terms and conditions stated in your promissory note dated **12/26/2007**, except for the above noted maturity date extension and interest rate modification for extended maturity period only, shall remain in full force and effect.

All other terms and conditions except as noted above as stated in the Tri-Core Mexico Land Development LLC Private Placement Memorandum dated May 1, 2007 remains in full force and effect.

Signed and Agreed:

James L. Stevens Representative of: Tri-Core Mexico Land Development LLC

signature _____

Title: President & Managing Partner

Date: April 21, 2011

Jannene Barnes

signature Jannene Kristy Barnes

Title: Investor

Date: May 11th, 2011

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ARLENE FRANCIS

EXHIBIT

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TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

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TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: Arlene Francis [B.Buckley]

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is May 1, 2007

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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 Mexico Land Development, 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 IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

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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 Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 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, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

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

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2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's 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:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of $60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

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Vince Gibbons – Director of Development and 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 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

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

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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4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

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acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this 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 Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have a rate of return of eighty (80%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

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7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

	AS ADJUSTED 05/01/07	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

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.

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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 May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

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12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

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

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

Exhibit B — PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

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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 Mexico Land Development, LLC Business Plan

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

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

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

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

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

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and 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.

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16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or it's Principals and, to the best 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.

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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 **TRI-CORE MEXICO LAND DEVELOPMENT, LLC,** an Arizona Limited Liability Company.

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

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE MEXICO LAND DEVELOPMENT, 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

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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 01, 2009.

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Arlene Francis

Amount Loaned: $5,000.00

Number of Notes: One (1)

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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Print Name of Subscriber: **Arlene Francis**

Amount Loaned: $5,000.00

Number of Notes: One (1)

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 **One (1)** 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 **$5,000.00** (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 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.

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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

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

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

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

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

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

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

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

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is*

included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

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

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

(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

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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

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otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

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

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

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

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

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident

alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

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

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core 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.

(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 17 day of April, 2008, at San Diego (City), CA (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.

Arlene Francis
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
(if Funds are to be invested in Joint Name or are Community Property)

Arlene Francis
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] **CA** [redacted]

Print Residential Telephone Number:

[redacted]

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

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

Print Name of Partnership, Corporation, Trust or 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 Residential Telephone Number:**

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 17 day of April, 2008.

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By:
Jason Todd Mogler – Principal

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EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

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☐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.

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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.

EXHIBIT B

PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

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

Tri-Core 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 **Five Thousand Dollars** with a rate of return of eighty percent (80%), compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Five Thousand ($5,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated 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. PAYMENT OF THE NOTE

All payments on the Note are to be made to Entrust Mid South, LLC, 1605 Murray Street, Suite 210, Alexandria, Louisiana 71301.

6. 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.

7. 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.

8. ATTORNEYS' FEES

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

9. MISCELLANEOUS.

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

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

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(c) **Notices**. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core 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.

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Maker:

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

Holder:

Arlene Francis

Print Name

Arlene Francis 4/17/08

Signature & Date

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. Full Name: _____

2. Address of Principal Residence: _____

_____

County: _____

3. Residence Telephone: (_____)_____

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

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

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

_____

_____

7. Please send all correspondence to:

(1) _____ 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 Number 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 (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

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

C. Net Worth

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

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

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

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

(1)_____Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_____No

E. Investment Percentage of Net Worth

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

(1)_____Yes (2)_____No

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: _____

Signature

_____

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

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EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

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TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

EXHIBIT
S-108
ADMITTED

Tri-Core Business Development LLC - (877) 527-6698

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: John Ploof

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 356-3200
Facsimile: (480) 346-3201

The date of this Private Placement Memorandum is May 1, 2007

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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 Mexico Land Development, 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 IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

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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 Mexico Land Development, LLC (the "Company") was formed on May 1, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on May 1, 2007, and will terminate no later than May 1, 2009, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

Tri-Core Mexico Land Development, LLC (the "Company") was formed on May 1, 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, issued, and outstanding. The Company is in the business of construction management, land acquisition, and development.

2.1 OPERATIONS

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

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2.2 BUSINESS PLAN

Tri-Core Mexico Land Development's 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:

James L. Stevens – Principal and Planning Director

Mr. Stevens has been involved in real estate since High School in Michigan. He was a salesperson at 18 and a broker at 21 in Michigan. During High School he worked with his Father subdividing land and building houses. They also developed a private lake resort also in Michigan with waterfront lots. He has worked in the Real Estate and Construction Division of IBM for several years as a professional real estate person, leasing and doing tenant improvements for IBM and buying land for office and other uses for them.

Mr. Stevens obtained his MAI (Membership in the Appraisal Institute) in 1976, started his own office, and went back to development with a 700+ condominium marina and 250+ waterfront condominium living units serving the Chicago market. For this project, he was the real estate broker, construction manager, and operating partner. This project was completed in the early 1990s with sales in excess of $60,000,000.

He has been involved in developments in Michigan, Florida, and most recently in Arizona and California with two projects under development. They are a waterfront condominium RV park and a waterfront Townhouse development. He is now spending much of my efforts in Mexico with emphasis on the El Golfo, Sonora, market.

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Vince Gibbons – Director of Development and 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 35 highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Jason Todd Mogler – General Partner

Mr. Mogler is a principal partner in Tri-Core Business Development, 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. He 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.

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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4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

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acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this 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 Seven Hundred (700) Notes of the Company to potential investors at Five Thousand ($5,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of eighty (80%) 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 at maturity (24 months). All principal shall be paid at maturity. Principal with accrued interest may be prepaid at the sole discretion of the Company, without a prepayment penalty at any time. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

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7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

	AS ADJUSTED 3/15/01	AFTER THE OFFERING
Notes	-0-	$3,500,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$3,500,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

TRI-CORE MEXICO LAND DEVELOPMENT, LLC is a privately held Arizona Limited Liability Company, incorporated on May 1, 2007.

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10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Three Million Five Hundred Thousand ($3,500,000) Dollars of Notes to selected investors, effective on May 1, 2007.

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.

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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 May 1, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

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12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to James Stevens (48%), Sylvia Macker (48%), Jason Todd Mogler (2%), and Vince Gibbons (2%).

14. HOW TO INVEST

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

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

Exhibit B PROMISSORY NOTE: This Note will be signed by TRI-CORE MEXICO LAND DEVELOPMENT, LLC

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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 Mexico Land Development, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Mexico Land Development, 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 Mexico Land Development, LLC, 8840 E. Chaparral Road, Suite 150, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

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

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

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

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and 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.

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16. LITIGATION

The Company and its Principals have no lawsuits pending, no legal actions pending or judgments entered against the Company or it's Principals and, to the best 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.

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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 **TRI-CORE MEXICO LAND DEVELOPMENT, LLC**, an Arizona Limited Liability Company.

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

NOTES. A Five Thousand ($5,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE MEXICO LAND DEVELOPMENT, 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

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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 01, 2009.

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: John Ploof

Amount Loaned: $10,000

Number of Notes: Two (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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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 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:

John Ploof
Print Name

Date: 11/07/07

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: _____

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:

(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

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:_____, 2007
Signature

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

EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

ACC010529
FILE #8337

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.

Print Name of Subscriber: John Ploof

Amount Loaned: $10,000.00

Number of Notes: Two (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 Two (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 $10,000.00 (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 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.

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

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

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

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

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

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

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

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

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is*

included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

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

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

(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.

(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 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.

(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 7th day of November, 2007, at Scottsdale (City), Arizona (State).

If the Investor is an INDIVIDUAL, complete the following:

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

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).

American Pension Services Custodian

FBO John Ploof, Account #8909

Print Name of Partnership, Corporation, Trust or Entity

Title of Authorized Representative

Signature of Authorized Representative

Sandy, UT (Salt Lake County)

Print Jurisdiction of Organization or Incorporation

JOHN S PLOOF

Print Name of Authorized Representative

ACCT OWNER

Print Federal Tax Identification Number

Print Address of Residence:

[redacted]

[redacted] AZ [redacted]

Print Telephone Number:

[redacted]

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this 7th day of November, 2007.

TRI-CORE MEXICO LAND DEVELOPMENT, LLC

By: 11-7-07

Exhibit B

ACC010540

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;

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

PROMISSORY NOTE

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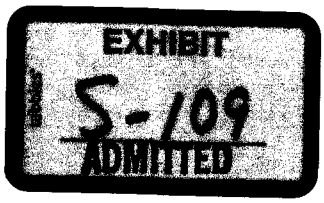
2007

TRI-CORE MEXICO LAND
DEVELOPMENT LLC

Jason Todd Mogler



[INVESTOR REQUEST LOT 5]

Tri-Core Mexico Land Development LLC will purchase raw virgin beach front land on Gulf of California (Sea Cortez), Sonora, Mexico for either resale or for development. The company will be offering promissory notes, with an 80% Annual Rate of Return through a Regulation D offering.

Investor:

Tri-Core Business Development LLC management has created incredible returns because of our teams' ability to identify national and international opportunities in the market, negotiate deals, and keep investors happy.

Tri-Core Business Development LLC is pleased to present Tri-Core Mexico Land Development LLC and their new regulation D offering of 80% Annual Rate of Return. Tri-Core Business Development has negotiated this incredible deal for our investors, and will act as the administrator and investor liaison between the investors and Tri-Core Mexico Land Development LLC.

Tri-Core Business Development LLC has a reputation for finding high returns to our investors which was proven once again this month, where we secured a 74% return to our investors within a 14 month period of time.

The investor before you asked us one very common question, "How?"

Our answer is simple.

Buy Right.

The details of this deal are included in this package along with my contact information. I or a member of my team is always available to answer any questions that you may have about the project or our company.

Once again, we thank you for taking the time to find out about this investment.

Sincerely,

Jason Todd Mogler

President

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Tri-Core Mexico Land Development LLC

Section 1	Executive Summary on the Sonoran Coast of Mexico
Section 2	Business Plan
Section 3	Maps
Section 4	Plat of Lot 5
Section 5	Pictures of Lot 5
Section 6	Sample Regulation D
Section 7	Articles of Interest on the Area
Section 8	Principals & Development Team Information

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LOT 5

EXECUTIVE SUMMARY

The Sonoran coast of Mexico is poised for tremendous growth over the next few years. The Mexican and Sonoran Governments are dedicated to promoting this area as a major destination for both Americans and Canadians. They realize the potential for foreign development dollars coming into this region as well.

The continuing progression of the Sonoran coastline is thanks in large part to the millions of U.S. and Canadian development dollars pouring into the region, as well as the tremendous support and tourism-based efforts from the Mexican Government and the state of Sonora. Recognizing the amount of attention that this beachfront destination is receiving from neighboring Americans looking to purchase vacation homes, the Mexican government is in the process of developing infrastructure in the area that will continue to make access to the city convenient, and facilities within the town state-of-the-art.

Accordingly, there are several projects currently in place that will transform the area from inaccessible beachfront to an accessible and desirable coastline. Key infrastructure developments currently in progress include:

- The $30 million "Coastal Highway" project that, when completed (2007-2008), will provide Southern California a much faster and more direct route to Puerto Penasco and Santa Clara. The highway is supported by former Mexican President Vicente Fox, and continues under the current leadership of Felipe Calderon.

- A $50 million international airport in "Rocky Point" will accommodate large passenger planes. The first airstrip is projected for completion in late-2007 and the entire project in 2009.

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- Two state-of-the-art hospitals, Hospital of Penasco and the IMMS Hospital, are currently under construction.

- La Escalera Nautical, or "Nautical Ladder" as it is widely known, is a plan to develop tourism up and down the Baja coast, and along the interior of the Sea of Cortez, by building a series of marinas, hotels, and tourist sites located within a day's sail of one another. Puerto Penasco is listed as a part of the project and stands to receive both infrastructure and marina-related upgrades as part of the effort.

- Fonatur, the Mexican tourism development agency behind the "Nautical Ladder," initially projected the project to pull in 50,000 boats and 1 million visitors by 2014 – the vast majority coming from the United States.

Lot 5 is well positioned to capitalize on this transformation not only because of its market knowledge and experience, but most importantly by the anticipated acquisition of Lot 5 as well. Tri-Core Mexico Land Development LLC has entered into a contract to purchase Lot 5 and is offering an investment opportunity via a Private Offering Memorandum.

Details of this parcel and the intended community development, known as Lot 5, are detailed in the accompanying business plan.

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Business Plan

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Business Plan

Mission Statement

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

The specific location the Company has concentrated on is generally between El Golfo de Santa Clara on the north and Puerto Penasco (Rocky Point) on the south. This is a distance of about 80 miles and is being opened for development with the completion of the Coastal Highway that will make access by automobile to this virgin area easy for millions of visitors and buyers from the United States. The Company believes there will be a major increase in demand for property in this area with the completion of the highway. The highway is over four-fifths complete, and only a 15 mile portion of the center section remains to be completed which is scheduled for completion by the end of 2007.

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

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

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

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

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

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Business Operations

Ownership and Employees: The Company is intended to be a very competitive, highly motivated company with a small number of selected 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.

Management:

James L. Stevens, MAI – Principal and Planning Director

Mr. Stevens has been involved in real estate and development from an early age and continued in real estate and development throughout his professional career. At the age of eighteen, he was a real estate sales person and received his real estate brokers designation at the age of twenty-one. Mr. Stevens insight into land development was gained first hand by working with and being "schooled" by his Father who was an active residential developer. Jointly they developed a private lake subdivision that consisted of waterfront lots.

After attending the University of Michigan and graduating from the Business School, Mr. Stevens joined the IBM Corporation as a specialist in IBM's real estate division and was responsible for the forward planning of IBM's real estate needs for eleven states. The scope of his responsibility included the decision as to whether purchase, lease or to construct office buildings as needed. If his decision was to construct an office building, Mr. Stevens was responsible for selecting and negotiating the land for the future site. His responsibilities also included the construction management of these sites in his eleven-state region.

In 1976, Mr. Stevens obtained his MAI designation (Member Appraisal Institute) and started his own independent appraisal and consulting firm. The company specialized in feasibility and valuation studies for both large residential tracts as well as all types of commercial properties. During this period, Mr. Sevens also continued with the development of a 700+ marina condominium units and a 250+ waterfront condominium units located in the Chicago market. For both of these projects, he was the operating partner and real estate broker responsible for both sales and construction. This project was completed in the 1990's with sales in excess of $60,000,000. Since then, Mr. Stevens has also been involved in several developments in Michigan, Florida, and the Bahamas.

Mr. Stevens' recent development projects have been waterfront condominium developments located in both Arizona and California. Much of his efforts are now in Mexico with emphasis on waterfront properties near El Golfo, Sonora, Mexico.

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Vince Gibbons - Director of Development and Engineering

Mr. Gibbons has over 22 years of civil engineering both domestically and internationally. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies. He has worked on a wide variety of projects in the States of Arizona, Utah, Colorado, Nevada, and New Mexico, as well as the countries of Panama and Mexico. Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada, with a staff of 35 highly qualified and diversified individuals and professionals.

Tri-Core Engineering's 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 skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. For the past 36 months, Tri-Core Engineering has been working nationally and internationally on master planned communities in Panama and Mexico. Samplings of the 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 consisted of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas. Project responsibilities include: developing the Master Plan Document, field survey review and verification, preliminary and final plat, lot layout and legal descriptions, permits, coordination and negotiations with local and state agencies, infrastructure inventory and analysis, drainage master plan and report, design of all engineering components, grading and drainage plans, offsite major roadway design with intersections, construction staking, construction field checks, coordination of all sub-consultants, contractor bidding and negotiations, and construction oversight.

Eagle View Subdivision, Kingman, Arizona

Tri-Core Engineering is the engineering firm of record for this 113-acre, master-planned residential community in Kingman, Arizona. The firm's responsibility includes Quality Assurance/Quality Control and a review of current contract documents and design layout created by another firm. This review resulted in redesign of most of the subdivision components, connecting streets, drainage analysis and report, redesign of drainage system and box culvert, and field topographic survey. Project responsibilities included: field survey review and verification, preliminary and final plat, lot layout and legal description, permits, coordination and negotiations with local and state agencies, infrastructure inventory and analysis, drainage master plan and report, design of all engineering components,

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grading and drainage plans, offsite major roadway design with intersections, construction staking, construction field checks, coordination of all sub-consultants, contractor bidding and negotiations, and construction oversight.

Villages at Loreto Bay, Master Planned Development, Loreto Mexico

Tri-Core Engineering is the engineering firm of record for this 10,000 acre development in charge of all engineering aspects for this project. This project is in construction stage with over $300 million dollars in sales. Tri-Core Engineering has assumed the construction management role on through the completion of this project.

Colonias de Cardenas, Master Planned Community, Panama City, Panama

Principal engineer for the Panama Railroad Company responsible for all aspects of the on-going development process for Colonias de Cardenas, a 2,500 Acre Master Planned Community. Project is in the permit stage with construction to start in 7 months. Mr. Gibbons is also personally involved in this project.

Punta Delfin, Enchantment of Mexico, Sea of Cortez, Sonora, Mexico

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 and marina with a 5 star resort hotel. This project is in the permit stage.

Sylvia Torres Corrilla - Principal, Director of Marketing and Project Facilitator

Ms. Torres is experienced in real estate marketing in both Arizona and California and has a long business relationship with Mr. Stevens in the development of several residential projects.

A dual citizen of the United States and Mexico, Ms. Torres is the project facilitator and liaison between the Company and the several Mexican governmental agencies with whom the Company will be working. She is fluent in Spanish and has a wealth of information and contacts in and about Mexico, especially in the State of Sonora. She is very experienced in client negotiations and obtaining the best possible results for the Company.

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Mr. Jason Todd Mogler – Principal, Director of Operations and Investor Relations

Mr. Mogler is a principal partner in Tri-Core Business Development, 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. He 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.

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Market Knowledge and the Property

Knowledge of the Marketplace:

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

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

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

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

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

La Escalera Nautical, or the "Nautical Ladder," is a widely known plan to encourage tourism by development along the Sea of Cortez by building a series of hotels, marinas, and tourist

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sites located within a one day sail of one another. Fonatur, the Mexican tourism development agency, initially projected 50,000 boats and one million visitors by 2014, with the vast majority from the United States.

The Property – Lot 5 Mechor Ocampo, El Golfo:

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

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

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

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

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

Water Access Lot 5:

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

The Proposed Development for Lot 5:

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

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Business Goals

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

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

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

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

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

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

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Long Term Goals:

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

Towards the latter part of 2007 and thereafter, preliminary talks with several local contractors will commence so that the Company will be in a position to move quickly to choose contractors for such items as roadwork, water, electricity, etc. Also, discussions with building suppliers will be taking place to again ensure that the Company will be in a position to act swiftly as the need arises for any given material.

The marketing material will be formulated as the final vision of Lot 5 becomes evident. The Company foresees the actual sale of the parcels occurring mid-year, 2008. It is the Company's intention to be positioned to start actual sales in the third quarter of 2008 to either the general public or to other builders.

The overall development of Lot 5 is for a planned "destination" mixed-use development. This will combine oceanfront and ocean view single-family lots and multi-family parcels with a commercial core including hotels, restaurants, recreation features, and support retail shops. The goal is to create a "Five Star" development that will appeal to users/buyers of all ages from the United States, Canada, Mexico, and anywhere else.

The Company has acquired the 250-acre plus land parcel and has designated the site the *El Golfo Beach Resort* and it is in the center point of this area. The subject property overlooks the Sea of Cortez from many vantage points as well as from the over one mile of beach frontage. The area has boating, fishing, off-roading, hiking, bird watching, and other water oriented activities. Vehicles can drive along the beaches of The Sea of Cortez. The area is a major boating and recreation area for Sonora, Mexico, Arizona, Nevada, Southern Utah, and especially Southern California. Much of the land adjacent to the Sea of Cortez is owned and controlled by the Federal and State Governments for recreation and preservation with minimum land available for private development. The Sea of Cortez waterfront areas of the State of Sonora, including the subject area, have experienced a major increase in real estate values in the past 36 months and this trend is continuing.

Water Access:

El Golfo Beach Resort is located on a site fronting on the Sea of Cortez to the south of the Town of El Golfo. Boats can be launched from the beaches. The beaches are all sand with driving allowed along the beaches. Many ATVs (all-terrain vehicles) are brought to El Golfo to go along the beaches and on the sand hills and dunes behind the beach areas. There is a large hill with a lighthouse, called "El Mochorro," at the top that is a well known site for ATVs and is about ½ mile north of the subject property. The subject site has rolling sand dunes near the waterfront and is generally level toward the rear area. The site if well adapted for a water front development.

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The Proposed Development:

This project is a proposed gated single family development fronting on and viewing the Sea of Cortez at the Town of El Golfo, in rapidly developing San Luis Rio Colorado, Sonora, Mexico. The property consists of 100+/- hectares (250+/- acres) of land on a multi level site over looking the scenic waterways of the Sea of Cortez to the west and with mountain views to the east. The property has over 2,000 meters (6,000+/- feet) of sandy beach frontage. There are beautiful scenic views up and down the sandy beaches on the Sea of Cortez (Gulf of California). The lots will range from 50 feet by 100 feet to lots well over an acre depending on location, views, and terrain. The prime lots will be on the beach for wonderful views and easy water and beach access and at the top of the large hill near the south end of the property for spectacular views along the beaches for miles in each direction. The development will provide all the amenities associated with a destination development.

The Development Plan:

The development plan is to purchase the property for cash with reserves to complete the development. The property will be developed in total or a part may be sold and the balance of the site developed for single family lots. The value of the approved subdivision will be sufficient to secure a construction funds for the cost of the off-site improvements, infrastructure and the marketing of the sites. The development will be completed in phases and we will be in the position to sell the lots to a residential builder, or individually on a retail basis in the open market.

Supporting Land Sale Prices for Lot 5:

There has been a major increase in interest in land acquisition in the area between El Golfo and Rocky Point since the construction of this section of the Coastal Highway began about 24 months ago. As the highway is nearing completion, there is a greater recent increase in activity, and that will continue to increase until and after the new road is completed. The greatest interest in buying by national and international groups for development and retail end buyers will be when the Coastal Highway will provide convenient access to land parcels currently only reachable by 4x4 vehicles. The road is completed to the rear of all of Mechor Ocampo but is not yet completed to Rocky Point.

The land where Lot 5 is located is a group of beach front parcels designated Mechor Ocampo and planned for tourism development. This section of beach front has 13 parcels varying in size up to 100+/- hectares with Lot 5 being the largest with the most frontage. Mechor Ocampo starts with Lot 1 in the Town of El Golfo and continues toward Rocky Point about six miles. Lot 3 (the largest section) with about 40 hectares or 100+/- acres is presently for sale for $12.50 per square meter ($1.25+/- per square foot). The present owner has held the property for many years and now wants to sell. The property is near Lot 5 and is smaller, but with less beach frontage than Lot 5. This owner, along with his sister, own Lot 10 in Mechor Ocampo and they have indicated that they have sold Lot 10 for $6.00 per square meter ($0.60+- per square foot). Lot 10 is smaller and has less frontage than Lot 5 and is generally level with limited views except at the front of the property. According to

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the seller, this lower price is due to the location of the property further from development, the Town of El Golfo, and the less desirable terrain. Lot 9 in Mechor Ocampo is also for sale for $12.37 per square meter ($1.24+/- per square foot). This lot is very similar in size and terrain to Lot 10 discussed above. The Company has acquired Lot 5 for $2.25 per square meter ($0.23+/- per square foot), or well below the asking and sold prices in Mechor Ocampo. El Golfo is an area that is just starting to develop and therefore there have been few sales of beachfront and beach view lots in the El Golfo area. One starting development on 14 hectares in Lot 3 of Mechor Ocampo has sold eight beachfront lots (total only 12) for $120,000 each without utilities or improvements. These have been sold to investors and potential users by private contact and without advertising. The asking prices for beach view lots in this subdivision range from $45,000 to $80,000, depending of the location. These lots are 50+/- feet by 100+/- feet. An overview of lot and land prices in Rocky Point is included in the Addenda. These prices dramatically point out the huge upside for land in El Golfo, compared to the more developed Rocky Point. But remember, El Golfo will be 45 minutes to one-hour closer to the United States/Mexico Border.

El Golfo/Rocky Point – General Economic and Area Information:

The Colorado River forms the state line between Arizona, California, and Nevada, and continues southerly to the Sea of Cortez Along its entire length, it is a major recreation/boating area for Arizona, Nevada, and Southern California in the spring & summer, and a perfect destination for "Snowbirds" in the winter creating a year around demand for the entire area.

Historically, neighboring Rocky Point has been a major recreational area for Phoenix and Tucson, Arizona. The drive time has been about three hours, making it a very easy weekend vacation spot. There have been many new high and mid-rise condominium units built near Rocky Point on Sandy Beach within the past few years, providing over 3,000 new units. These are well designed and constructed developments with many beach front amenities. These units generally have sold for $300,000 to over $1,500,000 and have been sold primarily to U.S. residents. El Golfo is about 25 miles north of Rocky Point by the shore line. However, historically there has been no connecting road. The new Coastal Highway will make the drive between El Golfo and Rocky Point less than 30 minutes and will make El Golfo closer to California, Western Arizona, and Nevada. This will dramatically change the access to the El Golfo area.

Development in El Golfo is coming and soon. Neighboring El Golfo developments include a proposed single-family development with a golf course fronting the beach neighboring the subject to the north. This proposed development is also planned to have a hotel near the beach and possibly a marina. The developer for this property is U.S.-based, and is reported to have both the financial and development capability to complete the project. El Golfo is a small, quiet community that is poised to undergo extensive real estate development with the completion of the Coastal Highway and the increased access to large U.S. markets that will than be within convenient driving distance. There are many resort areas of Mexico with extensive development taking place, however there are only limited areas on the water that have good **driving** access from the United States. The Coastal Highway will make the El Golfo/Rocky Point area even more accessible, with El Golfo being only one hour from the border at a new 16-lane crossing.

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Financing the Development Plan:

The financial plan is to purchase the property for cash with reserves to complete the pre-development. The property will be developed in total or will be partially developed and a part sold to recover capital. The value of the approved development will be sufficient to secure construction funds for the cost of the off-site improvements, infrastructure, and the marketing of the sites. The development will be completed in phases, and the Company will be in the position to sell the lots or parcels to other residential and commercial developers or builders, as well as individually on a retail basis in the open market.

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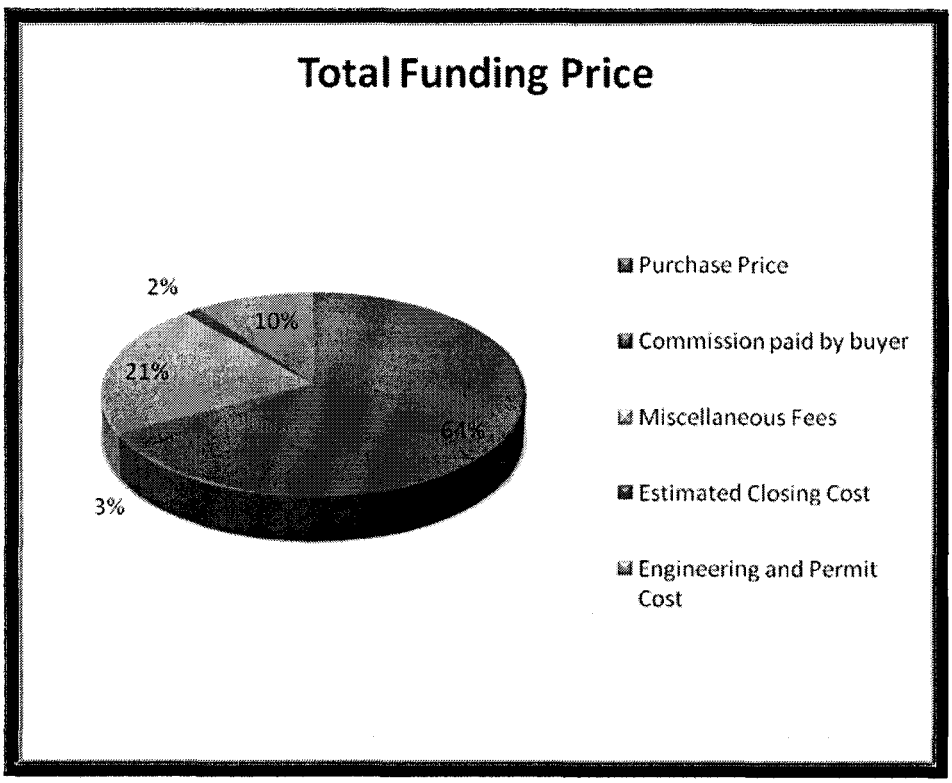
Initial Proforma

Proforma - El Golfo Water Development

250 +/- Developable Acres - Lot 5

Based on Selling Land for 500+/- SF Lots & 300+/- Condominium Doors

Purchase Price	$ 2,250,000	800 Units
Commission paid by buyer	$ 100,000	
Miscellaneous Fees	$ 750,000	$4,375 per
Estimated Closing Cost	$ 50,000	lot
Engineering and Permit Cost	$ 350,000	
Total Funding Price	**$ 3,500,000**	



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Proforma - El Golfo Water Development

250 +/- Developable Acres - Lot 5

Based on Selling Land for 500+/- SF Lots & 300+/- Condominium Doors

Sales Scenario	**Conservative**	**Likely**	**Aggressive**
Sales price per unit	$ 45,000	$ 50,000	$ 55,000
Gross Sales - 500 Lots & 300 Condo Units	$ 36,000,000	$ 40,000,000	$ 44,000,000
Less closing cost, commissions, marketing	$ 7,200,000	$ 8,000,000	$ 8,800,000
Gross Profit	$ 28,800,000	$ 32,000,000	$ 35,200,000
Development Cost - $15,000 per Unit *	$ 12,000,000	$ 12,000,000	$ 12,000,000
Project Net Proceeds	$ 16,800,000	$ 20,000,000	$ 23,200,000
Less Management Proceeds (30%)	$ 5,040,000	$ 6,000,000	$ 6,960,000
Development Net Proceeds (70%)	**$ 11,760,000**	**$ 14,000,000**	**$ 16,240,000**
Initial Investment	$ 3,500,000	$ 3,500,000	$ 3,500,000
Development Cash Return	$ 8,260,000	$ 10,500,000	$ 12,740,000
Investor return - Aggregate (based on 36 month hold)	**236%**	**300%**	**364%**
Investor Return - Annualized **	**79%**	**100%**	**121%**

* Development cost will be funded through a construction loan. Loan will be guaranteed by Management and Developer. These cost estimates have been determined by utilizing several sources. Including an MAI appraiser, two general contractors, and the other knowledgeable parties.

** This project has an estimated return of investment in 18 months & project completed in of 36 months.

*** Disclosure: The information provided is deemed to be accurate; however, projections, costs, and sales are only for prognostication purposes. These figures are not only subject to change, but expected to change based on many factors.

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Maps

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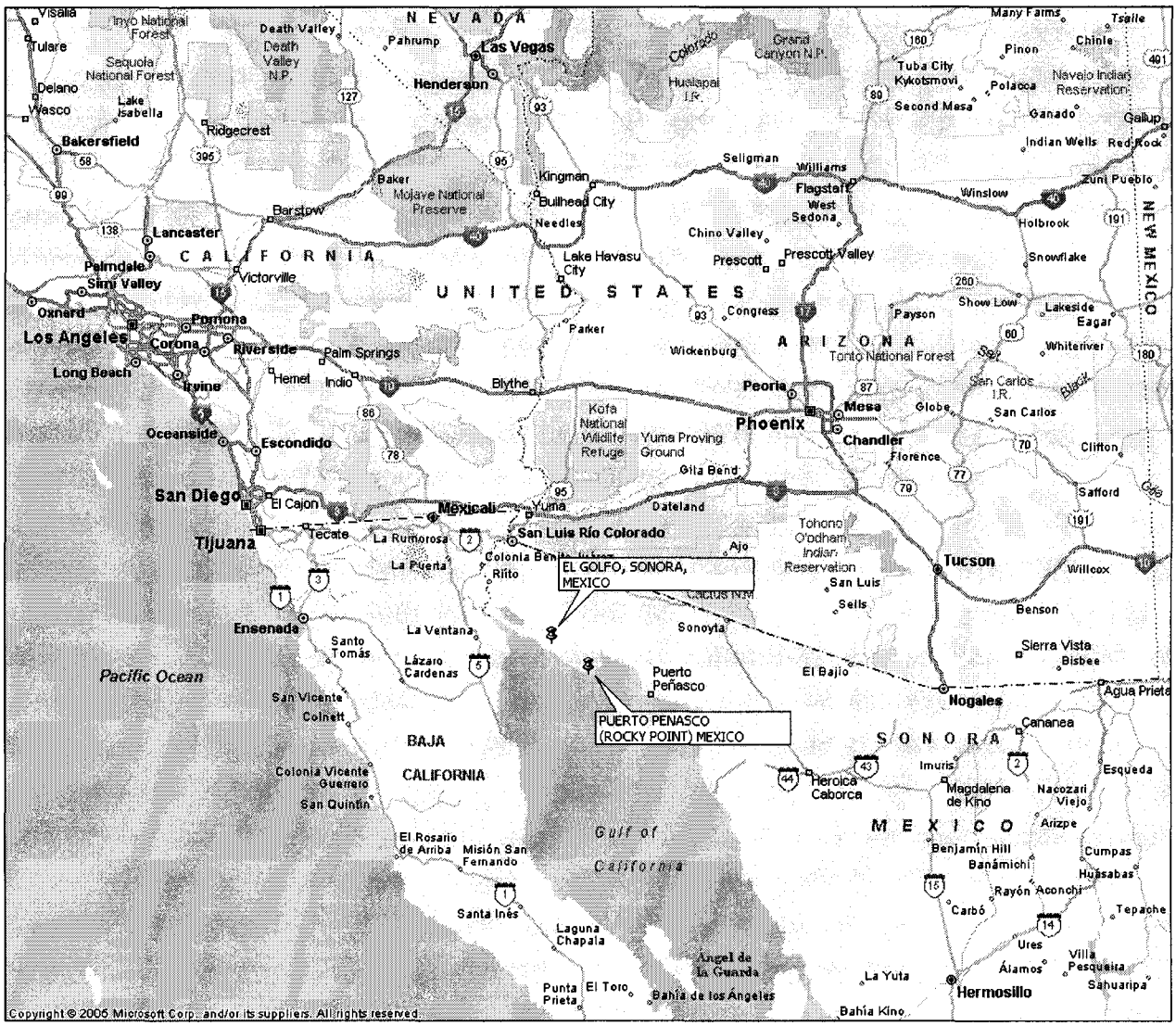

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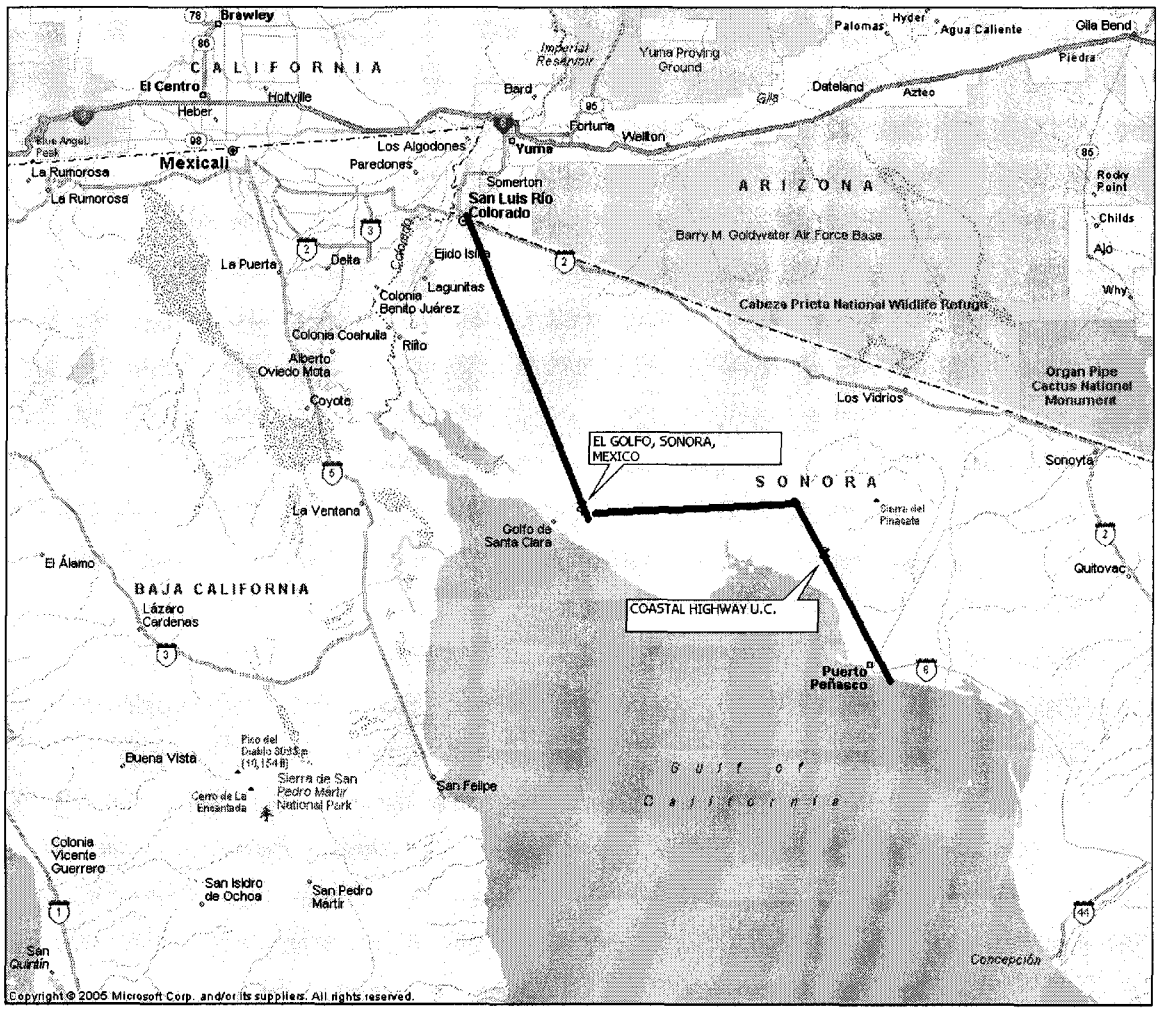

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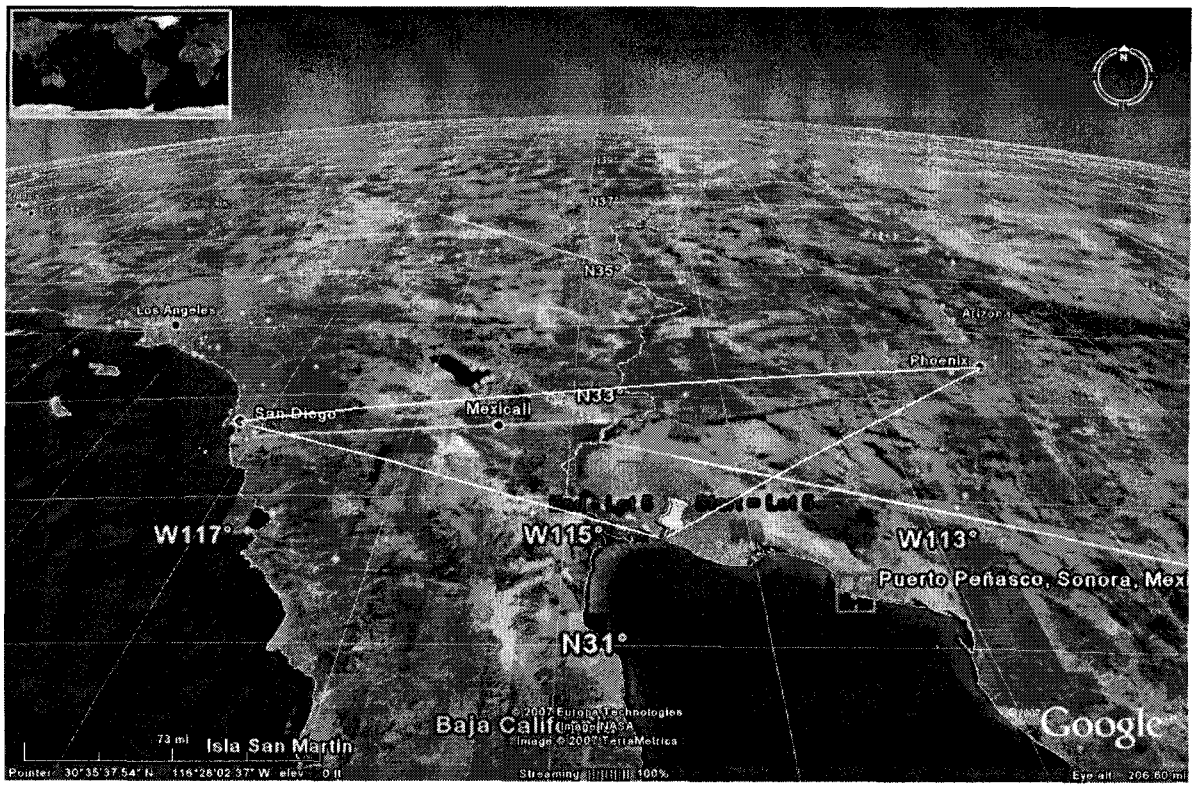

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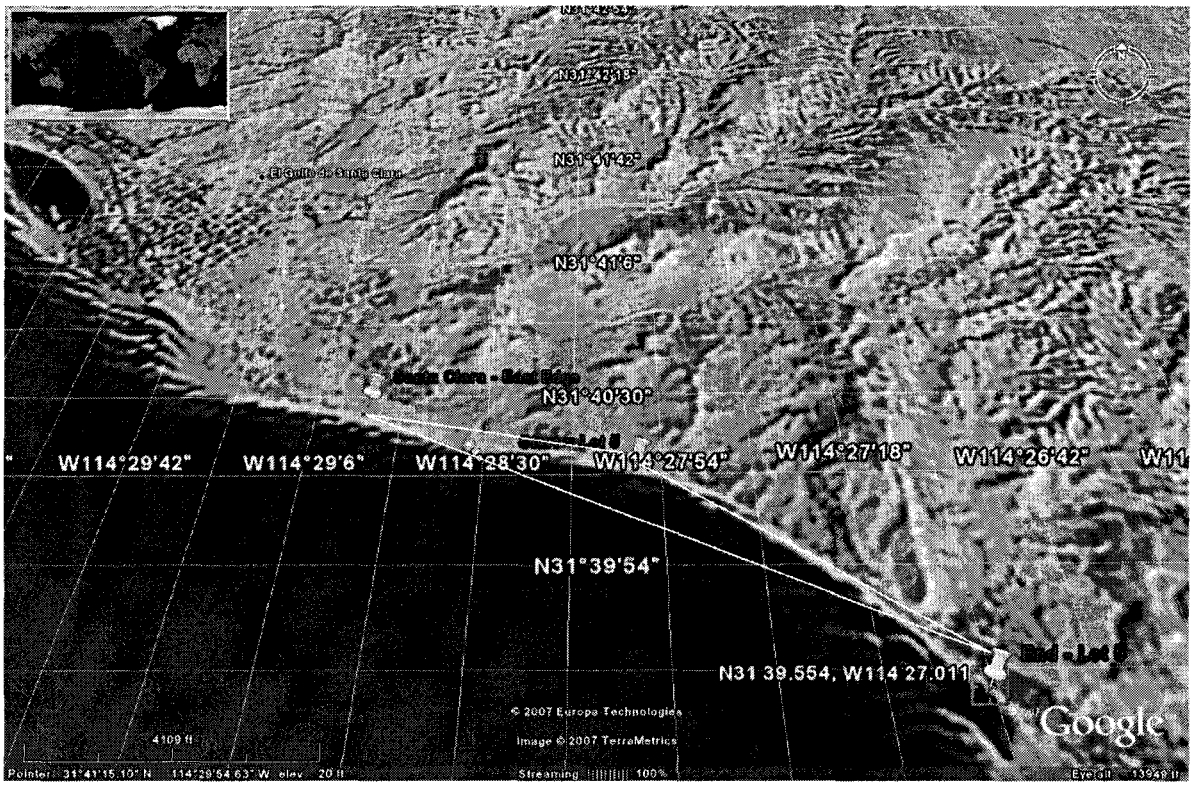
N31°41'18"
N31°41'42"
N31°41'6"
N31°40'30"
W114°29'42"
W114°29'6"
W114°28'30"
W114°27'54"
W114°27'18"
W114°26'42"
N31°39'54"
N31 39.554, W114 27.011
© 2007 Europa Technologies
Image © 2007 TerraMetrics
4109 ft
Google

Plats of Lot 5

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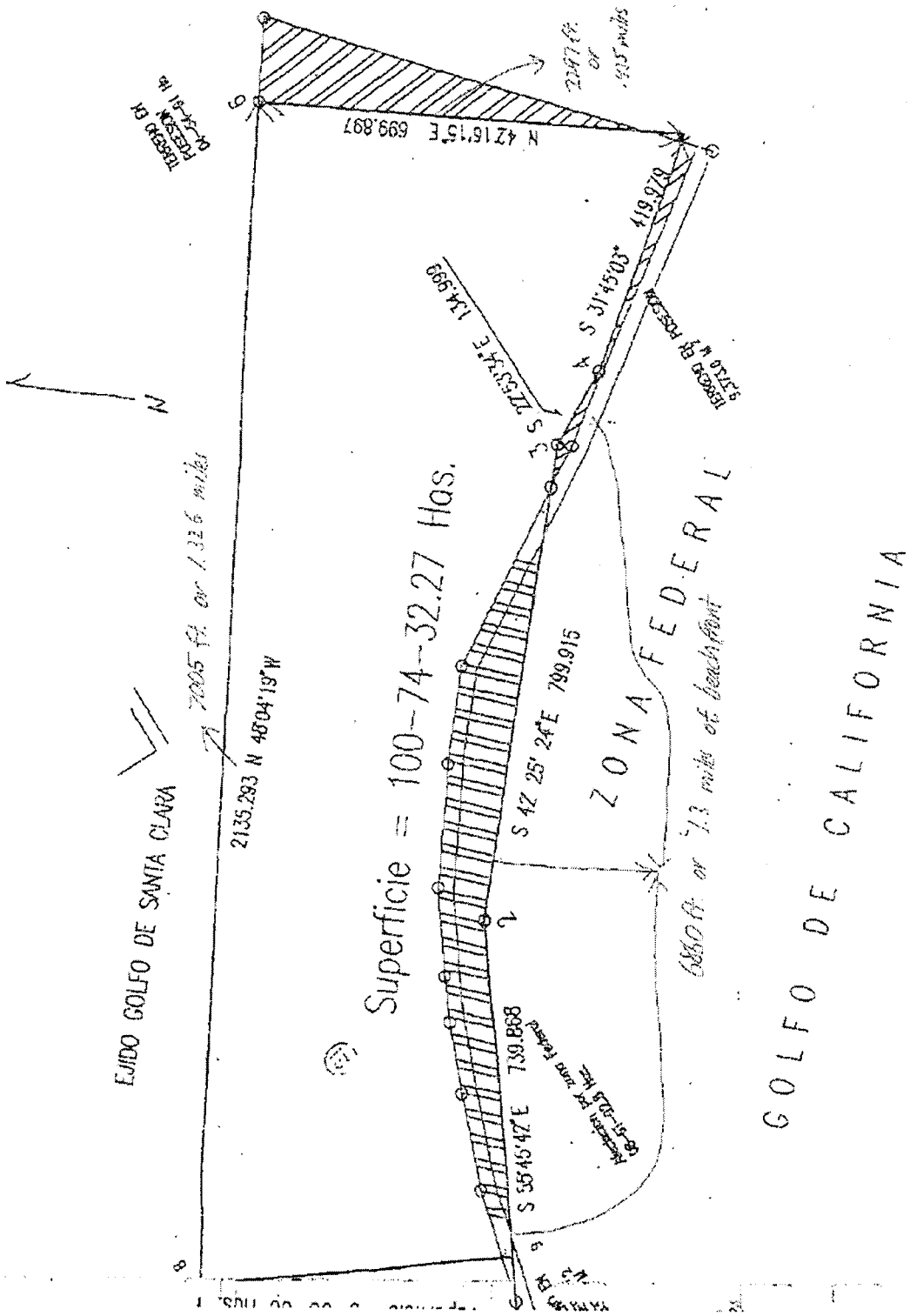

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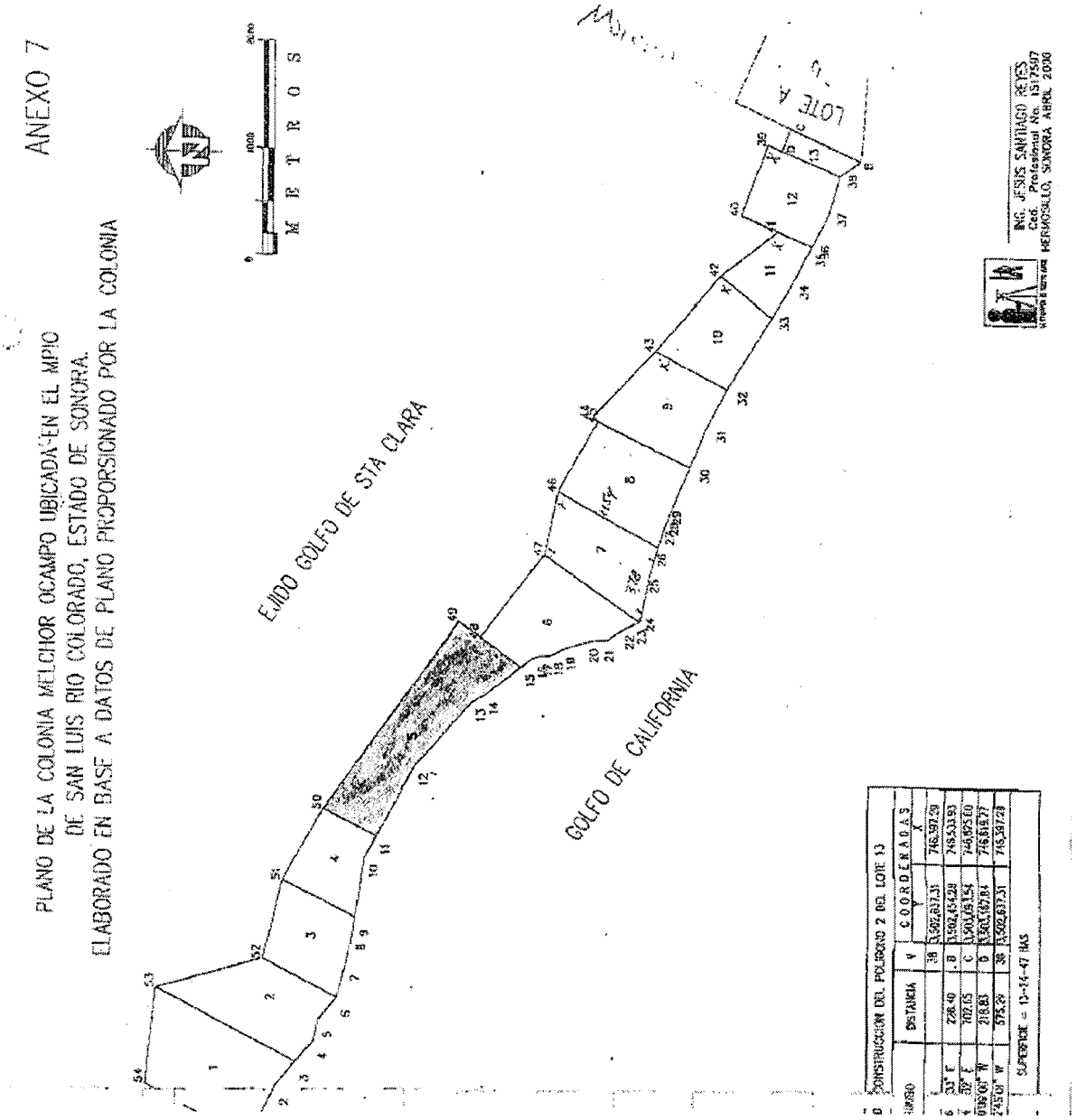

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Pictures of Lot 5

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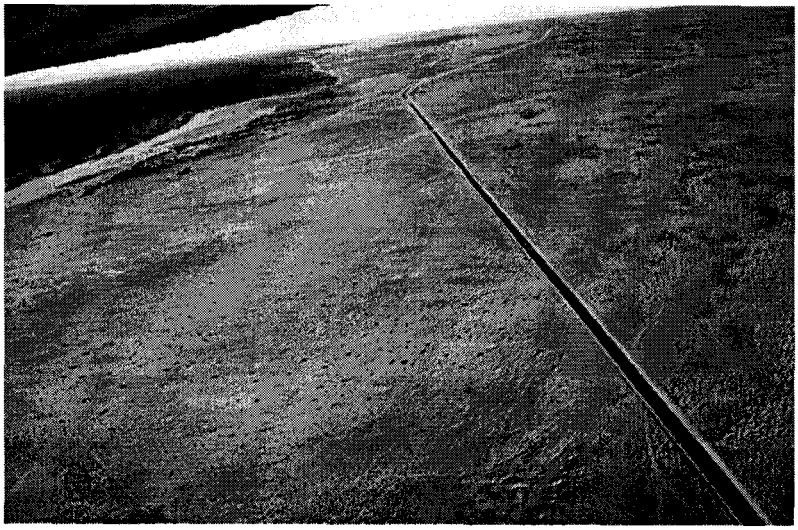
- New freeway from property to Rocky Point
- Rocky Point will be less than 45 minutes away once the freeway is completed



- Aerial view from above the new freeway

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- Aerial shot from above the property

- Just south of the lighthouse is the start of Lot 5

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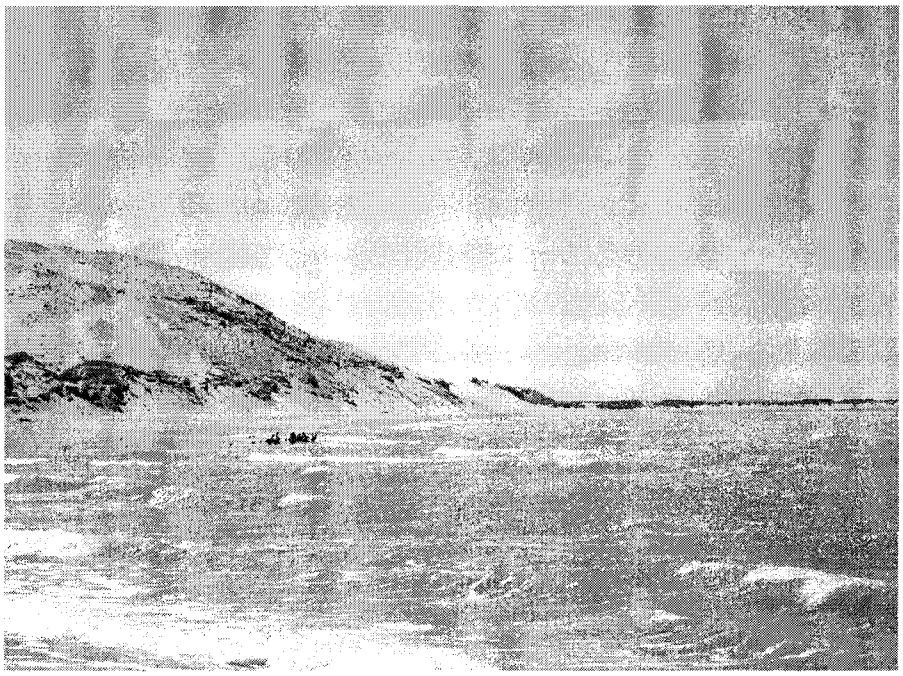
- Lot 5 is 1.3 miles of beach front



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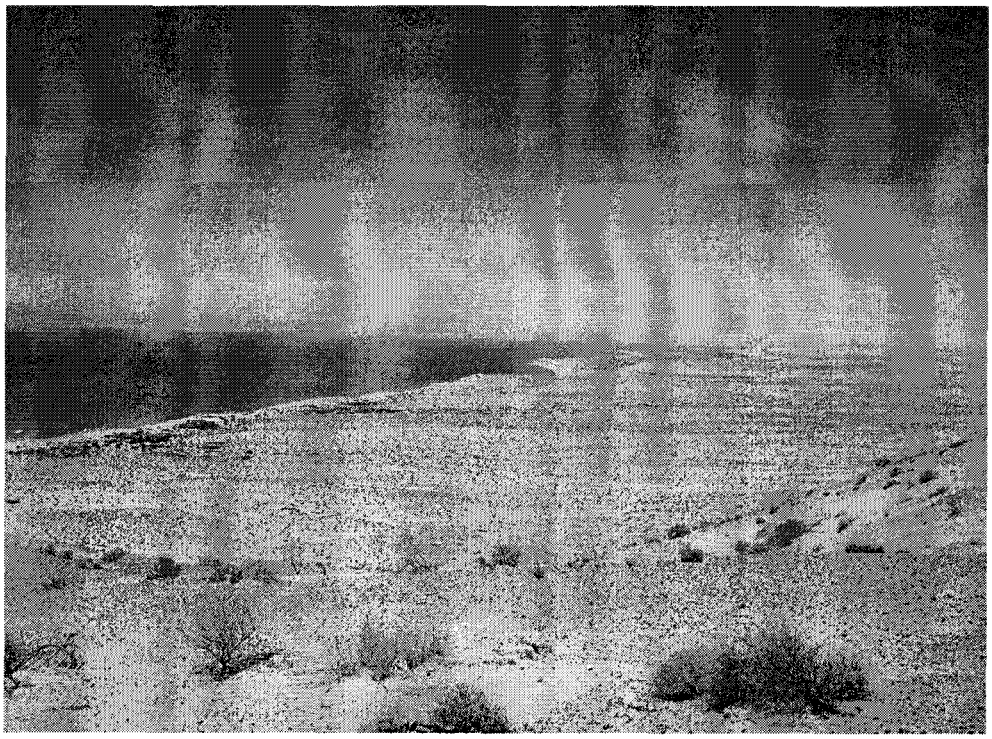

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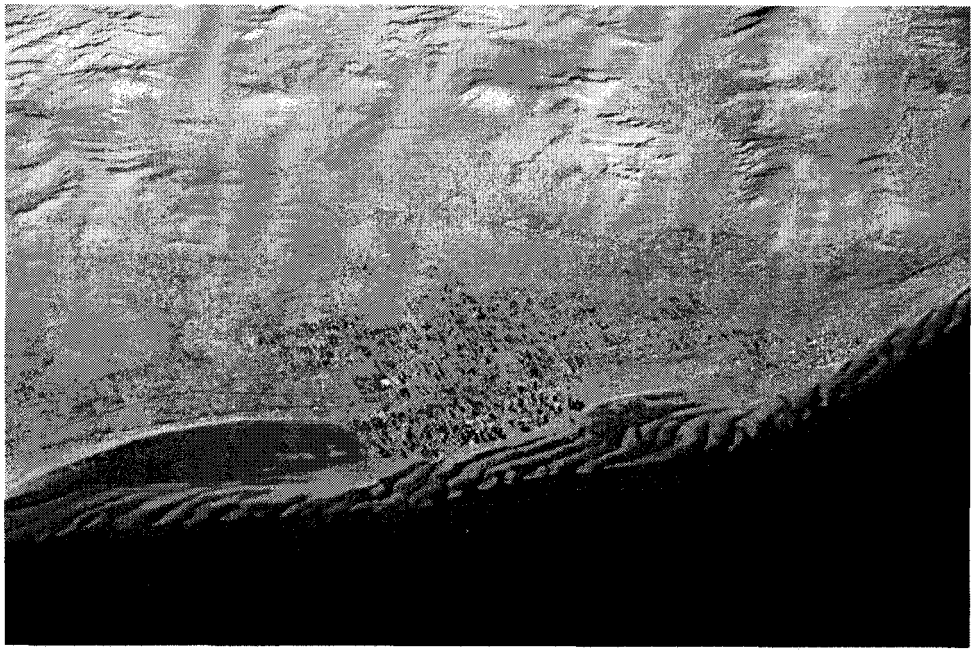
- The Santa Clara border is only 0.88 miles from Lot 5
- Santa Clara is going through major changes due to the high interest in the area



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Regulation D

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Investor:

Thank you for taking the time to read through our project on Lot 5. Tri-Core Mexico Land Development LLC has created an opportunity for its investors, and the offer is as follows:

- The total offering is for : $3,500,000
- The total unit offering is: 700 units
- The minimum purchase is: 1 unit
- The unit price per unit is: $5,000
- The Annual Rate of Return is: 80%
- The maturity date is: 24 months
- The redemption at maturity is per unit is: $16,200

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum# _____

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Mexico Land Development, LLC
An Arizona Limited Liability Company

$3,500,000

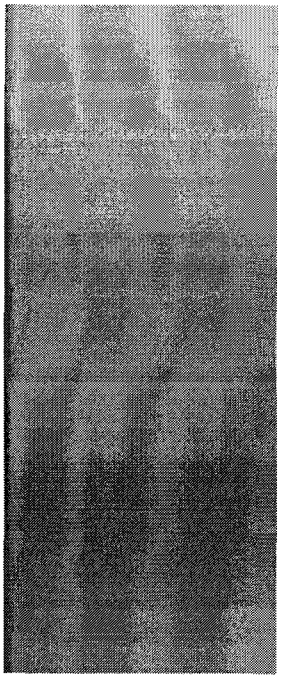
$5,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
80% Annual Rate of Return, Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $16,200 per Unit

Tri-Core Mexico Land Development, LLC, an Arizona Limited Liability Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Seven Hundred (700) Secured Promissory Notes ("Notes") at an offering price of Five Thousand ($5,000) Dollars per Note, for a maximum total of Three Million and Five Hundred Thousand Dollars ($3,500,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A DEGREE OF RISK (SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$5,000	$600	$4,500
Maximum Units	$3,500,000	$350,000	$3,150,000

TRI-CORE MEXICO LAND DEVELOPMENT, LLC
8840 E. Chaparral Road, Suite 150
Scottsdale, AZ 85250
Telephone: (480) 366-3290
Facsimile: (480) 346-3201



- ***Regulation Ds are very safe investment tools to raise capital***
- Regulation Ds provide full disclosure to the investor and offer a practical vehicle for investing in Tri-Core Mexico Land Development LLC

What is a Regulation D Offering?

Regulation D is a regulation of the U.S. Securities and Exchange Commission, and is also a term for an investment strategy, mostly associated with hedge funds, based upon that regulation.

Regulation D, also known as "Reg D," exempts certain offerings of equity from many of the regulatory requirements that impose costs upon standard public offerings. A Reg D offering is intended to make access to the capital markets possible for small companies that could not otherwise bear those costs.

Regulation D establishes three exemptions from Securities Act registration. Let's address each one separately:

Rule 504

Rule 504 provides an exemption for the offer and sale of up to $1,000,000 of securities in a 12-month period. Your company may use this exemption so long as it is not a blank check company and is not subject to Exchange Act reporting requirements. Like the other Regulation D exemptions, in general you may not use public solicitation or advertising to market the securities and purchasers receive "restricted" securities, meaning that they may not sell the securities without registration or an applicable exemption. However, you can use this exemption for a public offering of your securities and investors will receive freely tradable securities under the following circumstances:

You register the offering exclusively in one or more states that require a publicly filed registration statement and delivery of a substantive disclosure document to investors; You register and sell in a state that requires registration and disclosure delivery and also sell in a state without those requirements, so long as you deliver the disclosure documents mandated by the state in which you registered to all purchasers; or, You sell exclusively according to state law exemptions that permit general solicitation and advertising, so long as you sell only to "accredited investors," a term we describe in more detail below in connection with Rule 505 and Rule 506 offerings. Even if you make a private sale where there are no specific disclosure delivery requirements, you should take care to provide sufficient information to investors to avoid violating the antifraud provisions of the securities laws. This means that any information you provide to investors must be free from false or misleading statements. Similarly, you should not exclude any information if the omission makes what you do provide investors false or misleading.

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Rule 505

Rule 505 provides an exemption for offers and sales of securities totaling up to $5 million in any 12-month period. Under this exemption, you may sell to an unlimited number of "accredited investors" and up to 35 other persons who do not need to satisfy the sophistication or wealth standards associated with other exemptions. Purchasers must buy for investment only, and not for resale. The issued securities are "restricted." Consequently, you must inform investors that they may not sell for at least a year without registering the transaction. You may not use general solicitation or advertising to sell the securities.

An "accredited investor" is:

a bank, insurance company, registered investment company, business development company, or small business investment company; an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5 million; a charitable organization, corporation or partnership with assets exceeding $5 million; a director, executive officer, or general partner of the company selling the securities; a business in which all the equity owners are accredited investors; a natural person with a net worth of at least $1 million; a natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year; or a trust with assets of at least $5 million, not formed to acquire the securities offered, and whose purchases are directed by a sophisticated person. It is up to you to decide what information you give to accredited investors, so long as it does not violate the antifraud prohibitions. But you must give non-accredited investors disclosure documents that generally are the same as those used in registered offerings. If you provide information to accredited investors, you must make this information available to the non-accredited investors as well. You must also be available to answer questions by prospective purchasers.

Here are some specifics about the financial statement requirements applicable to this type of offering:

Financial statements need to be certified by an independent public accountant; If a company other than a limited partnership cannot obtain audited financial statements without unreasonable effort or expense, only the company's balance sheet, to be dated within 120 days of the start of the offering, must be audited; and Limited partnerships unable to obtain required financial statements without

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unreasonable effort or expense may furnish audited financial statements prepared under the federal income tax laws.

As we discussed earlier, Rule 506 is a "safe harbor" for the private offering exemption. If your company satisfies the following standards, you can be assured that you are within the Section 4(2) exemption:

You can raise an unlimited amount of capital; You cannot use general solicitation or advertising to market the securities; You can sell securities to an unlimited number of accredited investors (the same group we identified in the Rule 505 discussion) and up to 35 other purchasers. Unlike Rule 505, all non-accredited investors, either alone or with a purchaser representative, must be sophisticated - that is, they must have sufficient knowledge and experience in financial and business matters to make them capable of evaluating the merits and risks of the prospective investment; It is up to you to decide what information you give to accredited investors, so long as it does not violate the antifraud prohibitions. But you must give non-accredited investors disclosure documents that generally are the same as those used in registered offerings. If you provide information to accredited investors, you must make this information available to the non-accredited investors as well; you must be available to answer questions by prospective purchasers; financial statement requirements are the same as for Rule 505; and Purchasers receive "restricted" securities. Consequently, purchasers may not freely trade the securities in the secondary market after the offering.

Accredited Investor Exemption

Section 4(6) of the Securities Act exempts from registration offers and sales of securities to accredited investors when the total offering price is less than $5 million.

The definition of accredited investors is the same as that used in Regulation D. Like the exemptions in Rule 505 and 506, this exemption does not permit any form of advertising or public solicitation. There are no document delivery requirements. Of course, all transactions are subject to the antifraud provisions of the securities laws.

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Articles of Interest on the Area

ACC010585
FILE #8337

[**http://gulfofsantaclara.com**]

The Gulf of Santa Clara,

...where land & sea meet.

Around the year 1800 the Yaqui Indians set up camp along the northernmost coast of the Sea of Cortes and waited for Father Kino to show up and convert them to Christianity. Upon arrival, the village of The Gulf of Santa Clara was established. Because of the many animal species, marine mammals and beach birds, the strip of land where the Sea of Cortés ends, or some would say begins, is one of the planet's richest ecosystems. Today the sea and river converge in the municipality of San Luis Rio Colorado. The divergent waters, one fresh and one salt, seem to merge in close communication forming a majestic sight. This can only be seen and enjoyed in the Gulf of Santa Clara. The Mexican government recognized the richness of this ecosystem and declared this area as the Upper Sea of Cortés and Colorado River Delta Biosphere Reserve in June 1996. The Gulf of Santa Clara, or also known as "El Golfo," is an area that has gradually grown in interest to locals and visitors alike given its features. Located only 90 miles south of Yuma, Arizona, while it may not be everyone's idea of an ultimate vacation destination, if you like sand and sea, you will love El Golfo. El Golfo is one of the best-kept secrets in the Western Hemisphere.

RECENT HISTORY

As recently as the mid 1920's a small and little known port of activity flourished on the Colorado delta. Known as Santa Isabel, it was located some 8 miles west-northwest of present day El Golfo. It was a very strategic stopping off point for the many steam ships, which supplied the army and mining interests on the upper Colorado. Today Santa Isabel is nothing but a memory as it was abandoned with the damming of the river and today all traces of its existence have vanished. In the early thirties, the State of Sonora provided funds for a road across the desert and with this new road came the village of el Golfo de Santa Clara.

INTERESTING FACTS

Archeological findings have been made in this reserve that date back to 9350 B.C. This helped to confirm that the first settlers were San Dieguito ancestors from the Odham culture.

WHAT TO DO & SEE

A beach within reach. The Gulf of Santa Clara is a small, peaceful port town known for its sand dunes and white beaches. Boat trips are organized here with destinations to the

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mouth of the Colorado River and the Islands of Montague and El Pelícano. Sole and totoaba fishing are available and visitors may enjoy the company of sea-lions swimming around in search of food. The sand of the gently sloped beaches is fine, and it is possible to camp or park trailers in the neighboring areas. The 934,756 hectare Biosphere Reserve of the Upper Californian Gulf and the Colorado River Delta incorporate unique habitats such as marshes and fresh water zones along the coastal board, as well as marine zones and wintering and resting sites for migratory birds. There are at least 80 species of land birds and marine birds that are migratory and residents. Some of these are fishing eagle, the white and brown pelicans, seagulls, sea quails, ducks, and geese. Here there is a high diversity among the reptiles in comparison to other deserts (Desert Iguana, chameleon, lizards and snakes). About 75% of the total types of vegetation in Mexico can be found in this reserve.

The highway ends when you reach El Golfo. Recent funding has made possible the paving of the main intersection for a few blocks and a few streets in the center of the village. However, almost all streets and roads remain sand but are, for the most part, navigable by any type of vehicle. A an 83-mile highway along the coast is being built to link the tourist getaways of El Golfo de Santa Clara and Rocky Point on Sonora's coast of the Sea of Cortez.

Rafael Gonzalez, Rocky Point tourism director, said the highway will bring many benefits to the Golfo de Santa Clara and Puerto Peñasco, but will also attract visitors, namely Californians. The highway, known in Mexico as "La Costera," will tap into a large potential of tourism for Sonora and Arizona, as the region attracts money from Orange County, Calif., and San Diego, Gonzalez said.

Why Californians when they already have beaches? One of the driving factors behind the popularity is that the Sea of Cortez is warm, while the Pacific Ocean is cold. The gulf water stays at an average of 72.86°F through the fall and into the winter, so people will come. Already during certain times of the year, people do come in thousands. Semana Santa, or Holy Week, in Mexico coincides with spring break vacations in the United States, which have long been a popular time for U.S. and Mexican tourists to gather on the beaches of Mexico. In past years, an average of 30,000 people have turned out for Easter where games, live DJs and bands are usually on hand the Friday and Saturday of that week.

In terms of community services the village of El Golfo de Santa Clara boasts a government office, police station, water purification plant, gas station (with diesel), many grocery stores, tire repair shops, auto mechanic shops, welder, hardware stores, building supplies, 5 hotels and motels, 2 excellent restaurants, 2 beachfront cantinas serving excellent meals, private practice doctor, dentist/orthodontist, 2 pharmacies, red cross outpost, 2 full service RV parks, many dry camp RV areas and 1 members only (Colorado River Adventures) RV resort.

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FILE #8337

Big plans for Sonora shore

Seacoast projects taking shape to be magnets for vacationers

By Thomas Stauffer
ARIZONA DAILY STAR
([**http://www.azstarnet.com/sn/business/74352.php**] - 05/10/05)

An investor group is working through environmental studies and gathering permits for a mammoth chunk of Sonoran coastline it envisions as a sprawling paradise of vacation homes, golf courses, resorts, nature preserves and more.

A marina, vineyard, winery, equestrian complex and Formula One track are also proposed for Liberty Cove, a 72-square-mile area - three times the size of Manhattan - north of Puerto Libertad, Sonora.

Los Angeles-based Rockingham Asset Management LLC bought the property last year for less than $25 million from Tucson developer Don Diamond, said Carlos Nagel, a consultant hired by Rockingham to work on community issues. If the resort were fully developed as envisioned, it would appraise for about $277 million, said Tucson real estate appraiser Bruce Greenberg.

Up the coast, another investor group is further along in developing Punta Delfín (Dolphin Point), a 1.5-mile stretch of coastline about 60 miles south of the international border. The first phase of the project calls for about 500 oceanfront condominiums and 200 home lots along an 18-hole golf course, said Ryan Porter, chief financial officer for Scottsdale-based Las Dunas Group.

Like Liberty Cove, Punta Delfín will supply its water from a desalination plant, not from groundwater, and will build a wastewater treatment system, Porter said.

"There is no infrastructure there at all, so we'll probably have to generate our own power as well," Porter said.

Both proposed developments support the visions of Mexican President Vicente Fox and Sonoran Gov. Eduardo Bours Castelo for attracting tourism and economic development along the Sea of Cortez.

Construction is already under way on a 375-mile coastal highway that will connect North Americans to the Sonoran beaches of Puerto Peñasco by 2006 and Guaymas by 2009.

Nearly under way is a 350-mile pipeline to be built by 2008 to carry liquefied natural gas from Puerto Libertad to Hermosillo, Guaymas, Ciudad Obregon, Navojoa and Naco, Sonora. Eventually, a line will connect to Nogales, Sonora. From there, the natural gas would be piped for distribution to markets in the western United States.

The coastal highway, natural gas plant and Liberty Cove will completely transform the sleepy fishing village of Puerto Libertad, which currently has about 3,000 residents, Nagel said.

Though the company's Web site mentions molding Liberty Cove to become the "premier destination in all of Mexico," the company's finance director said it would be premature to tout what Liberty Cove will be.

"We're just working quietly right now, getting all of our approvals, so we've been avoiding press releases because we don't have anything to sell at the moment," said Rockingham's Robert Chernick. "We're doing all the homework we need to so that this is no longer somebody's pipe dream."

Though Liberty Cove could eventually have tens of thousands of inhabitants, be they vacationers, retirees or permanent residents, a large part of the 72 square miles probably will not be developed, said Walt Bouchard, a Scottsdale consultant contracted by Rockingham to work on permits and licenses for the project.

"The highest and best use of this property may be pretty limited," Bouchard said. "One of the things about the site that's great is the open space, and they want to preserve as much of the natural beauty as possible."

Gov. Bours is "very pleased" that projects such as Liberty Cove and Punta Delfín are emerging, said Diego Padilla, the Sonoran government's Arizona representative.

Unlike an earlier proposal to have oil tankers deliver to Puerto Libertad crude oil that would then move through a pipeline to Yuma, the two resorts represent a much more environmentally sensitive form of economic development for the people of Sonora, Padilla said.

"The state government is highly concerned about having oil tankers in the Sea of Cortez," he said. "If these projects prove to be environmentally responsible, they are a good example of projects that will benefit from the coastline highway."

Greenberg, who has done extensive appraisal work in Mexico, said it's definitely in the best interest of the Mexican government to promote development that will protect the Sea of Cortez's pristine environment.

"The state of Sonora, and in particular the federal government of Mexico, is very keen on biological controls and environmental controls," he said. "I think they're going to ensure that this development will be safe for the environment and the community."

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FILE #8337

Progress & Pavement

A 375-mile highway will help turn Sonora's coast into a big playground for Tucsonans and Californians.

ERIC PAVRI and MARK POEPSEL
for the Tucson Citizen
(An excerpt from **[http://www.tucsoncitizen.com/ss/local/16026]** - 06/20/06)

EL GOLFO DE SANTA CLARA, Son. - If you follow a sandy street from this village where the Colorado River meets the Sea of Cortez, fresh asphalt suddenly pops out of nowhere.

It's the start of a 375-mile road to Guaymas.

Intended for Arizona and California tourists, the coastal highway promises to generate work but threatens archaeological sites, indigenous communities and the environment. Developers and speculators already are snapping up views along the Sonoran Gold Coast. Promoters say this Arizona getaway will draw folks from Baja California. The road and new entry port would cut the drive from San Diego to Rocky Point in half, to 4 1/2 hours. Arizonans still would drive through Organ Pipe National Monument, but the highway would offer a one-hour side trip to El Golfo, a town of 4,000 with a few hotels.

Hundreds of 20-foot fishing boats line this beach in colorful rows. Dolphins leap offshore.

Brian Higginson of Queen Creek says, "It's like Rocky Point used to be when my family would go 20 years ago. We're the only ones here."

But the highway could change things.

Land prices have increased fivefold since it was announced, and hoteliers are adding rooms. Despite proposed mega-resorts, says Las Conchas hotel's Ramón Concha, "we'll still have our customers. We'll charge less."

"It'll mean lots of jobs," says Kary Montoya, a third-generation fisherman, echoing a common sentiment in towns where the highway is coming and fish catches are down.

Near town, earthmovers grade fresh cuts in sand. Scenic overlooks are planned where the road runs nearest the beach. By next summer, the $33 million stretch to Rocky Point should be done, builders say.

Construction already has plowed through three ancient sites of the Hohokam and Trincheras, says archaeologist Cristina García of Mexico's National Institute of Anthropology and History. For the Tohono O'odham, these are sacred pilgrimage lands. García has mapped sites and suggested detours. She says the requests were ignored.

"Impacts from development will extend far on both sides of the road," says colleague Jupiter Martínez.

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Eighty miles south sits Rocky Point, a favorite of Tucsonans.

Shrimp trawlers still crowd the harbor, but new condos line the beaches. And a marina for luxury boats is almost done, part of the "Sea of Cortez Plan" to develop ports and attract boaters to the gulf.

From a balcony, Mary Snyder points to five projects she has overseen. "We sold those in 1994 for less than $100,000." But units in the new Puerta Privada sell for $669,900, "and we have only a few left."

Ten miles south, Mayan Palace has built a hotel and started up to 20,000 condos. The chain is bankrolling an airport that will rival Tucson's in size and could draw flights from Phoenix, Los Angeles, and Las Vegas.

"Our projects alone are doubling the size of Rocky Point," says Dave Rowland. "I told my wife one night, 'I'm in charge of selling a city.'"

Mexican resort areas boom in soft real estate market

Evelyn Iritani
Los Angeles Times
Aug. 28, 2006 11:03 AM
(taken from [http://www.azcentral.com/home/hb101/articles/0828mexicohomes0828.html#])

Real estate experts in Mexico worry that the giant sound they hear is the softening U.S. housing market sucking money Americans have poured into vacation homes south of the border.

But neither the cooling American housing market nor tense Mexican presidential politics so far has stemmed the influx of foreign dollars into Mexico's booming coastal resort areas, government and real estate officials said.

When FONATUR, Mexico's tourism development agency, put the first phase of its newest Pacific Coast resort, Litibu, on the market a few months ago, buyers snapped up the 500 acres for $125 million. Foreign investment into Mexico is on track to hit $20 billion this year, up from $17.6 billion in 2005, according to the government.

"We have some concerns about the slowing U.S. housing market but there are many other things working for us," said John McCarthy, FONATUR's director general, who was in Beverly Hills, Calif., last week to speak to U.S. investors. "Most of our buyers are baby boomers

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who have paid off in good part their initial mortgage and are coming into inheritance money."

Real estate experts also said Mexico's resort properties market might experience a smaller price shock because it is a new area of investment and the buyers tend to be higher-income and less likely to be forced into fire-sales.

"The cooling real estate market could take this from being a very, very positive trend to a mildly positive trend," said Christopher Thornberg, an economist with Beacon Economics, a Los Angeles-based real estate consulting company.

That's good news for Janette and Harvey Craig, who paid $60,000 four years ago for a piece of beachfront property in Litibu, a small beach community about 30 miles north of Puerto Vallerta. They expect the parcel, which is worth about $300,000 today, to become more valuable when the nearby resort is completed in three years. It will include hotels and condominiums, 910 homes and an 18-hole golf course designed by Greg Norman.

"It's just going to push prices higher and higher," said Janette, a part-owner of Garcia Realty in the nearby surfing town of Sayulita.

In the past, foreigners have been wary of investing in Mexico because of legal problems, corruption, and red tape. But changes in Mexican laws have made it easier for foreigners to own property through bank trusts. Major U.S. companies have begun offering mortgages and title insurance.

Mexico also is drawing more attention from Europe. Last year, Spanish companies were the top investors in the tourist industry, pumping $416 million into resort properties. U.S. investors followed with $321 million, according to the tourism agency.

McCarthy rejected the notion that tourism benefits only wealthy developers and well-heeled travelers. He pointed out that the average incomes in Quintana Roo and Baja California Sur, the states that are home to Cancun and Cabo San Lucas, are among the highest in the nation. Tourism is the third largest generator of foreign exchange in Mexico, after oil and remittances from Mexicans living abroad.

FONATUR identifies promising tourism areas, buys land, draws up a master plan, and develops basic services such as roads, sewage facilities, and power plants. The government then sells the property to private developers.

By getting state and local officials to sign off on a project, the Mexican government dramatically has reduced the risks to foreign investors, said Doug Regelous, president of Los Angeles-based Daedalus Projects Group Inc.

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Daedalus is finalizing the purchase of approximately 9,000 acres on the East Cape, a largely undeveloped stretch of coastline along the Sea of Cortez between San Jose del Cabo and Punta Pescadero.

He wouldn't divulge the specifics of the project because the deal hasn't been finalized. But he said it would contain an upscale resort hotel, golf course, and residential community with a focus on water sports.

"The East Cape is a swimmable ocean," he said. "The Pacific isn't."

In just a few decades, the southern tip of the Baja Peninsula has become one of Mexico's most exclusive getaways.

Once known for cheap time-share properties, the rugged coast between Cabo San Lucas and the sleepier San Jose del Cabo is lined with luxury resorts that charge as much as $1,000 a night for hotel rooms. Oceanfront estates sell for as much as $7 million. On busy weekends, it is not uncommon to see 100 private jets at the airport.

Mexico's real estate boom also has been helped by the development of upscale "fractional ownership" properties that allow buyers to purchase a piece of a condominium or home.

Barry Hacker and his wife, Paivi, sold their beachfront home in Florida after it was damaged by two hurricanes in two years. They have invested, they said, "tens of millions" of dollars in a piece of waterfront property in Ixtapa, a West Coast resort area. They plan to build a 10-room boutique hotel called Punta Romantica and offer fractional ownership in 10, four-bedroom villas on the property.

Hacker, a partner in KPMG's Tokyo office, said many wealthy Americans are selling their waterfront properties in Florida and California while prices are high. "We can deliver a villa for a fraction of the cost that's also ocean-front and is fully staffed with all the hotel services, a gym, a spa, and a restaurant," he said.

Mexican tourism officials are sensitive to criticism that this rapid development threatens some of the country's most beautiful coastline and marine reserves and puts a strain on the rural communities that bear the brunt of the rising land costs, increased traffic and an influx of people looking for work.

These challenges have come into sharp focus along the east coast of Baja California Sur, which borders the Sea of Cortez, home for the largest marine park in Mexico.

FONATUR has teamed up with the Loreto Bay Co., a Scottsdale, Ariz., developer, to build what is being billed as the "largest resort community in North America committed to the principles of sustainable development." The Mexican government invested $200 million on

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roads, water treatment plants and other infrastructure.

The $3 billion project, called the Villages of Loreto Bay, will create a town of 6,000 homes in neighborhoods designed for pedestrians and golf carts. No cars will be allowed. Nearly two-thirds of the 8,000 acres will be maintained as a "greenlands preserve."

Homes are being constructed from a locally produced adobe brick and the developer has leased land for a wind farm so the project can generate its own electricity, said Jim Grogan, Loreto Bay's president and chief executive officer.

In two years, the project has sold 640 homes, whose prices start at $380,000. Two-thirds of the buyers are Americans, many from California, and the remainder are largely Canadians with a sprinkling of Mexicans.

"There's no question, people are willing to pay a premium for sustainable development," Grogan said.

The U.S. company has established a nonprofit foundation that has bought new equipment for the local hospital and purchased a patrol boat for the marine conservancy, according to Grogan. The Loreto Bay Foundation gets 1 percent of all home sales and resales, which has totaled $3 million so far.

Rob Faris, an economist with the Harvard Institute for International Development, praised the developer's efforts to limit the project's environmental footprint. But he worries about the impact such a large influx of people will have on southern Baja's limited water supply, the marine park and the community of Loreto. Within two decades, the population of the sparsely populated region is expected to balloon from 15,000 to 120,000, according to a study co-authored by Faris.

"I think their intentions are largely noble," Faris said of Loreto Bay Co. "But creating a sustainable community of this magnitude in Mexico, it hasn't been done before."

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CLIFTON MERIDIAN TO ADD $170 MILLION OF LUXURY HOMES IN PUERTO PENASCO, MEXICO

Scottsdale-based developer will add 421 units to booming "Rocky Point" by 2008

(Taken from [http://www.cliftonmeridian.com/press-room/press-releases-2007/february-2007.aspx])

SCOTTSDALE, Ariz. (February 13, 2007) – Clifton Meridian LLC, a real estate development firm focused on upscale residential projects in Mexico, today announced its plans to add 421 luxury condominiums and single-family homes, worth more than $170 million in Puerto Peñasco, Sonora, Mexico by 2008.

Puerto Peñasco, or "Rocky Point" as it is commonly referred to in the U.S., is one of the fastest growing real estate markets in Mexico.

A recent study by the Mexican Secretariat of Urban Infrastructure and Ecology (SIUE) indicates that "Rocky Point" is projected to grow from its current population base of 40,000 to 170,000 residents over the next three years, and demand for accommodations, including hotel rooms, villas and condos, will rise from 9,326 to more than 64,000.

According to Mayor Heriberto Renteria Sanchez, there are more than 1,500 condominium units currently under construction in Peñasco

"Rocky Point is entering into the high-end vacation destination category currently captured by Cabo San Lucas and Acapulco," said Patrick Clifton, Chairman and CEO of Clifton Meridian LLC. "Our mission is to play a leading role in that progression by setting a new standard for innovation and luxury."

Clifton Meridian's projects currently under construction include the $110 million La Perla Del Mar, a 254-unit, 15-story luxury beach front condominium project in the fast developing "Mirador" section of Peñasco; Las Fuentes Del Mar, a $35-million luxury villa development located within the highly desirable "Las Conchas" gated community; and Las Patios Privados, scheduled to launch in mid-2007, is a 120-unit moderately-priced off-beach condominium project, also in the up and coming "Mirador," valued at an estimated $25 million.

The continuing progression of "Rocky Point" is thanks in large part to the millions of U.S. and Canadian development dollars pouring into the region, as well as the tremendous

support and tourism-based efforts from the Mexican Government and the state of Sonora. Recognizing the amount of attention that this beachfront destination is receiving from neighboring Americans looking to purchase vacation homes, the Mexican government is in the process of developing infrastructure in the area that will continue to make access to the city convenient, and facilities within the town state-of-the-art.

"The Mexican government recognizes that 'Rocky Point' is becoming a sought after second home destination for Americans and Canadians," *said Clifton.* "They are working efficiently to make improvements in health care, law enforcement, and infrastructure, as well as to make the area more accessible in preparation for the growing population."

Key infrastructure developments currently in progress include:

- The $30 million "Coastal Highway" project that, when completed (2007-2008), will provide Southern California a much faster and more direct route to Puerto Peñasco, and eventually San Carlos. The highway is supported by former Mexican President Vicente Fox, and continues under the current leadership of Felipe Calderon.
- A $50 million international airport in "Rocky Point" will accommodate large passenger planes. The first airstrip is projected for completion in late-2007 and the entire project in 2009.
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction.
- La Escalera Nautical, or "Nautical Ladder" as it is widely known, is a plan to develop tourism up and down the Baja coast, and along the interior of the Sea of Cortez, by building a series of marinas, hotels, and tourist sites located within a day's sail of one another. Puerto Peñasco is listed as a part of the project and stands to receive both infrastructure and marina-related upgrades as part of the effort.
- Fonatur, the Mexican tourism development agency behind the "Nautical Ladder," initially projected the project to pull in 50,000 boats and 1 million visitors by 2014 - the vast majority coming from the United States.
  Additionally, the state of Sonora is doing its part to raise the awareness of "Rocky Point" as a second home and vacation destination. According to the Sonora Office of Tourism, the state is spending $1.5 million this year to attract tourists from U.S. border states, primarily in California and Arizona.

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"Home buyers from the Southwest are attracted to the idea that they can own beachfront property at a fraction of the cost of U.S. coastal markets," said Clifton. "Thanks to the new Coastal Highway Project, the Southern California market will now enjoy the same sense of a true 'drive-to' destination that Arizonans and their three-and-a-half hour commute have known for decades."

"Rocky Point has everything that any second home buyer is looking for," said Clifton. "The town is complete with rich culture, a casual lifestyle, and beachfront property at incredibly reasonable prices." Patrick Clifton sees this growth phase as phenomenal, but not indefinite. "Beachfront property will always continue to appreciate," said Clifton. "This period of change in Peñasco is an ideal time for investors and home buyers."

Facts About Purchasing in Mexico:

- Mexico has become the 4th most popular retirement destination in the world.
- The recent election of U.S.-educated Felipe Calderon as president bodes well for cross-border relations, as well as a strong Mexican economy, low interest rates and low inflation. The current administration recognizes tourism and development as one of the fastest ways to boost the Mexican economy to a targeted annual growth rate of 5-6% annually, and expects the influx of foreign capital investment to reach $60 billion by 2016.
- American title insurance companies, including First American Title Corp., Stewart Title Insurance Co. and the Chicago Title Co., are now providing documentation of ownership. Just a few years ago, the only way to buy housing in Mexico was to pay cash. Today, major U.S. lenders are writing mortgages on Mexican property. GE Money Mexico and WMC Mortgage Corp. of Burbank, Calif., for instance, created a Mexican Dream Mortgage program to provide simplified mortgage financing for U.S. residents.
- GMAC International Mortgage recently became the first national lender to introduce a 30-year, fixed rate product for Mexico.

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Principals & Development Team

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Principal Owners:

Tri-Core Mexico Land Development LLC

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Phone: 480-346-3200
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James L. Stevens – Principal and Planning Director

Vince Gibbons – Director of Development and Engineering

Sylvia Torres Corrilla – Principal, Director of Marketing and Project Facilitator

Development Team:

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Jason Todd Mogler – President

Jim Hinkeldey – Independent Consultant

Jon Halliday – Presenter

Dennis Narciso – Production Consultant

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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 (480) 234-7136.

Thank you!

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