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AZ CORP COMMISSION
DOCKET CONTROL

Transcript Exhibit(s)

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

Arizona Corporation Commission
DOCKETED
MAY 29 2014

DOCKETED BY	
	ne

Exhibit #: S38-S44, S45a, S45b, S46-S52

Part 7 of 19

ERC Compa[illegible]rs 24%

Last Name	First Name	SSN #/Tax ID or Trust Account # and IRN #	Residential Address	Residential Phone	E-Mail Address	Accredited?	Aggregate Loan Amount	New Principal after deferment	Date Agreement Executed	December ROI Amount	January ROI Amount	February ROI Amount	March ROI Amount	April ROI Amount	Normal Monthly ROI Amount
Jacobs	Marlin	Equity Trust Acc.# [redacted]2044 IRN# [redacted]622	[redacted] WI [redacted]	[redacted]	mrjacobs@[redacted]	Y	$15,000.00	$15,900.00	8/12/2011	$512.90	$318.00	$318.00	$318.00	$318.00	$318.00
Doug & Janine	Dunn/ Trust	D [redacted] J [redacted]	[redacted] AZ [redacted]	[redacted]	didunn2@[redacted]	y	$60,000.00	$63,600.00	8/23/2011	$1,600.26	$1,272.00	$1,272.00	$1,272.00	$1,272.00	$1,272.00
Jacobs	Donna	Equity Trust Acc.# [redacted]925 IRN# [redacted]0631	[redacted] MI [redacted]	[redacted]	donnaji@[redacted]	n	$14,800.00	$15,688.00	8/23/2011	$345.14	$313.76	$313.76	$313.76	$313.76	$313.76
Holtzer	Christopher	Equity Trust Acc.# [redacted]0090 IRN# [redacted]1706	[redacted] WI [redacted]	[redacted]	holtzercp13@[redacted]	n	$20,000.00	$21,200.00	9/7/2011		$749.07	$424.00	$424.00	$424.00	$424.00
Polanchek	Carole	[redacted]	[redacted] AZ [redacted]	[redacted]		n	$40,000.00	N/A	11/15/2011		$1,200.00	$800.00	$800.00	$800.00	$800.00
Smith	Janice	Smith Family Revocable Trust	[redacted] MT [redacted]	[redacted]		y	$50,000.00	N/A	11/28/2011		$1,066.67	$1,000.00	$1,000.00	$1,000.00	$1,000.00
MGK, Inc	Marjorie Katz	[redacted]	[redacted] MO [redacted]	[redacted]		N	$50,000.00	$53,000.00	8/22/2011		$2,438.00	$1,060.00	$1,060.00	$1,060.00	$1,060.00
Rivera	Julian	Equity Trust Acc # [redacted]0631 IRN # [redacted]4307	[redacted] WI [redacted]	[redacted]	jjrivera23@[redacted]	N	$30,300.00	$32,118.00	10/19/2011			$877.89	$642.36	$642.36	$642.36
Rivera	Julian	[redacted]	[redacted] WI [redacted]	[redacted]	jjrivera23@[redacted]	N	$30,000.00	$31,800.00	10/19/2011			$869.20	$636.00	$2,141.20	$636.00
Sanders	Charles	[redacted]	[redacted] AZ [redacted]	[redacted]		N	$15,000.00	$15,900.00	10/6/2011			$572.40	$318.00	$318.00	$318.00
Toshner	Margaret	[redacted]	[redacted] WI [redacted]	[redacted]	greenhousetax@[redacted]	N	$15,000.00	$15,900.00	10/4/2011			$593.60	$318.00	$318.00	$318.00
Lacayo	Gerald	[redacted]	[redacted] WI [redacted]	[redacted]	jenadio1997@[redacted]	N	$18,500.00	$19,610.00	10/6/2011			$705.96	$392.20	$392.20	$392.20
Gerkhardt	Debra	Equity Trust Acc # [redacted]896 IRN # [redacted]2899	[redacted] WI [redacted]	[redacted]	debragerkhardt@[redacted]	N	$33,000.00	$34,980.00	10/12/2011			$1,119.36	$699.60	$699.60	$699.60
Rieckhoff	Nicki	Vantage Acc # [redacted]4782	[redacted] WI [redacted]	[redacted]	nrieckhoff@[redacted]	N	$30,000.00	$31,800.00	10/21/2011			$826.80	$636.00	$636.00	$636.00
Belisle	Gerald	Equity Trust Acc # [redacted]201 IRN # [redacted]3938	[redacted] WI [redacted]	[redacted]		N	$50,000.00	$53,000.00	10/21/2011			$1,378.00	$1,060.00	$1,060.00	$1,060.00
Dunn	Ian	[redacted]	[redacted] AZ [redacted]	[redacted]		N	$90,000.00	$95,400.00	10/25/2011			$2,226.00	$1,908.00	$1,908.00	$1,908.00
The Douglas R. and Janine L. Dunn Trust		D [redacted] J [redacted]	[redacted] AZ [redacted]	[redacted]	didunn2@[redacted]	Y	$90,000.00	$95,400.00	10/25/2011			$2,226.00	$1,908.00	$1,908.00	$1,908.00
Neuenschwander	Sally	Vantage Acc # [redacted]4491	[redacted] WI [redacted]	[redacted]	faithlovelov@[redacted]	N	$15,000.00	$15,900.00	11/8/2011				$551.20	$318.00	$318.00
Seavers	Robin	Equity Trust Acc # [redacted]2408 IRN # [redacted]3897	[redacted] WI [redacted]	[redacted]	1njesus707@[redacted]	N	$84,000.00	$89,040.00	11/8/2011				$3,086.72	$1,780.80	$1,780.80

EXHIBIT
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EXHIBIT
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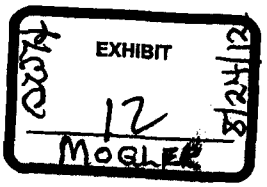
ERC Compactors 24%

Garcia	Brenda	[redacted]	[redacted] OH [redacted]	[redacted]		N	$30,000.00	$31,800.00	11/12/2011				$1,017.60	$636.00	$636.00
Katz Residuary Trust		[redacted]	[redacted] AZ [redacted]			Y	$100,000.00	$106,000.00	11/15/2011				$3,180.00	$2,120.00	$2,120.00
Wade	Mary Ann	[redacted]	[redacted] WI [redacted]			N	$100,000.00	$106,000.00	12/17/2011					$3,038.67	$2,120.00
Lockbaum	Jerome	Equity Trust Acc # [redacted]458 IRN #[redacted]889	[redacted] WI [redacted]		[redacted]	N	$15,000.00	$15,900.00	12/21/2011					$413.40	$318.00
Rodriguez	Juan	Vantage Acc # [redacted]468	[redacted] WI [redacted]		[redacted]	N	$31,000.00	$32,860.00	1/7/2012						
Maldonado	Rita	Vantage Acc # [redacted]456	[redacted] WI [redacted]			N	$23,500.00	$24,910.00	1/10/2012						
Faz	Jose	Vantage Acc # [redacted]483	[redacted] WI [redacted]		[redacted]	N	$31,500.00	$33,390.00	1/11/2012						
Velaclez	Jorge	Vantage Acc # [redacted]466	[redacted] WI [redacted]			N	$18,500.00	$19,610.00	1/30/2012						
Asiala	Karen	[redacted]	[redacted] TX [redacted]		[redacted]	N	$20,000.00	$21,200.00	2/6/2012						
Grace Chapel		[redacted]	[redacted] WI [redacted]		[redacted]	N	$10,000.00	$10,600.00	2/7/2012						
Wade	Marilee	Equity Trust Acc # [redacted]674 IRN #	[redacted] WI [redacted]		[redacted]	N	$52,500.00	$55,650.00	2/27/2012						
Emordeno	Faye	Equity Trust Acc # [redacted]310 IRN #	[redacted] WI [redacted]			N	$31,900.00	$33,814.00	3/15/2012						
							$1,214,500.00	$1,191,970.00		$1,945.40	$7,357.50	$18,582.97	$21,541.44	$23,517.99	$20,998.72

ERC_C000091



CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

ERC INVESTMENTS LLC
An Arizona Limited Liability Company

$10,000,000
Split into Two Offerings

First Offering
$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
18% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - $25,000 per Unit

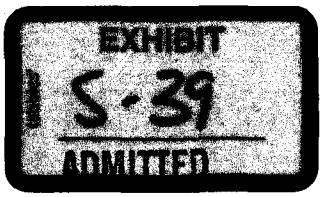
Second Offering
$25,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
12% Annual Rate of Return, Paid monthly
Maturity Date: 24 months
Redemption at Maturity - $25,000 per Unit

ERC Investments LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Four Hundred (400) secured Promissory Notes ("Notes"), split into two separate offerings, each in the amount of Five Million ($5,000,000) Dollars, at an offering price of Twenty Five Thousand ($25,000) Dollars per Note, for a combined maximum total of Ten Million Dollars ($10,000,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

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

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$25,000	$2,500	$22,500
Maximum Units	$10,000,000	$1,000,000	$9,000,000

ERC Investments LLC
8800 E Chaparral Road, Suite 270, Scottsdale, Arizona 85250
Telephone: (480) 278-7031
The date of this Private Placement Memorandum is December 1, 2011



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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 ERC Investments LLC (the "Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

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

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY

FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO 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.

1. SUMMARY OF THE OFFERING

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

ERC Investments LLC (the "Company") was formed on April 21, 2011 as an Arizona LLC. The Company is in the business of investing in rubbish and waste recycling and the purchase/sale of commodities.

The Securities offered are Four Hundred (400) Notes issued by the Company at Twenty Five Thousand ($25,000) Dollars per Note, split into two offerings, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The two offerings are described as follows:

First Offering: The first offering is in the amount of Five Million (5,000,000) Dollars and these notes have an annual rate of return of eighteen (18%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of eighteen (18%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date. This offering may be closed and replaced by the second offering, described below, by the Company at any time.

Second Offering: The second offering will be in the amount of Five Million (5,000,000) Dollars and these will notes have an annual rate of return of twelve (12%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of twelve (12%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date.

The Notes offered pursuant to this Private Placement Memorandum will be secured property, equipment and commodities such as locomotives located in its new facility in Chicago, Illinois.

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 December 1, 2011, and will terminate no later than November 30, 2012, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the two offerings will be a maximum of Ten Million Dollars ($10,000,000) Dollars. The use of the proceeds is to purchase land, equipment, commodities and locomotives, for a new recycling center located in Chicago, Illinois.. This covers such items as site planning, land and equipment, legal, accounting, marketing plan, business plan, franchise development

and all other steps needed in the formation of this company as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

ERC Investments LLC (the "Company") was formed on April 21, 2011 as an Arizona LLC. 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 investing in waste management, recycling and bio-fuel production and the purchase and selling of commodities.

2.1 OPERATIONS

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

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

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

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

The buying and selling of commodities is also a part of operations. Items, such as locomotives can be purchased, usually in bulk, and then stripped at the facility. This process results in both metal to be sold as a commodity and salvaged parts are sold on the open market.

3. MANAGEMENT

3.1 MEMBERS, DIRECTORS AND EXECUTIVE OFFICERS

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

Peter A. Salazar Jr. Chief Executive Officer:

Bachelor in Environmental Science - 2000

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

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

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

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

2008 - 2010 - Arizona Recyclers Association - President

2009 - Liberty Salvage Materials - Environmental Business Journal - Achievement Award
Add Guy Jason, Jim, Brian Ryan

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

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Four Hundred (400) Notes, split between two offerings at Twenty Five Thousand ($25,000) Dollars per Note, for a combined maximum of Ten Million ($10,000,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company will have the authority to sell fractional Notes at its sole discretion.

4.2 OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and

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

4.4 CLOSING OF THE OFFERING

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

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

1. Upon reaching the maximum offering amount of Ten Million ($10,000,000) Dollars.

2. The company, at its sole discretion, may close the First Offering at any time.
3. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding 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 Members, 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 Members, 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.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Four Hundred (400) Notes, split into two separate offerings each in the amount of Two Hundred (200) Notes, of the Company to potential investors at Twenty Five Thousand ($25,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The two offerings are described as follows:

First Offering: The first offering is in the amount of Five Million (5,000,000) Dollars and these notes have an annual rate of return of eighteen (18%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of eighteen (18%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date. This offering may be closed and replaced by the second offering, described below, by the Company at any time.

Second Offering: The second offering will be in the amount of Five Million (5,000,000) Dollars and these will notes have an annual rate of return of twelve (12%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is

twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of twelve (12%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date.

The Notes offered pursuant to this Private Placement Memorandum will be secured property, equipment and commodities such as locomotives located in its new facility in Chicago, Illinois.

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

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering will be secured by property, equipment and commodities such as locomotives located in its new facility in Chicago, Illinois.

6.3 REPORTS TO NOTEHOLDERS

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

7. USE OF PROCEEDS

The gross proceeds of the Combined Offering will be a maximum of Ten Million ($10,000,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From Sale of Notes	$ 10,000,000	100%
Offering Expenses (1)	$ 50,000	0.50%
Commissions (2)	$ 1,000,000	10.00%
Total Offering Expenses & Fees	$ 1,050,000	10.50%
Net Offering Proceeds (3)	$ 8,950,000	89.50%
Total Application of Proceeds	$ 10,000,000	100%

Footnotes:

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

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

(3) Net offering proceeds available for the formation of the new entity. This covers such items as land purchase, site build out, equipment purchase, site planning, legal, accounting, marketing plan, commodity purchases such as locomotives and other items as needed for the company.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect the issuance and sale of the maximum of Four Hundred (400) Notes or Ten Million ($10,000,000) Dollars.

	AS ADJUSTED 4/21/11	AFTER THE OFFERING
Notes	-0-	$ 10,000,000
Membership Units $1.00 par value, 1,000 units authorized, 1,000 Units issued and outstanding	$1,000	$ 1,000
Net Shareholders' Equity	$1,000	$ 1,000
TOTAL CAPITALIZATION	$1,000	$ 10,001,000

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

9.1 RESULTS OF OPERATIONS

The Company is in the process of expanding its services into the Chicago Market. This will be done under the name of ERC Chicago LLC.

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LLC

ERC Investments LLC is a privately held Arizona LLC, formed on April 21, 2011.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Ten Million ($10,000,000) Dollars of Notes to selected investors, effective on December 1, 2011.

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

11.1 GENERAL

The Members, Officers and Directors of the Company are accountable to the Company as fiduciaries and such Members, 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 Member, Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Member, 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 members, directors, officers, managers or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

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

12.1 FORMATION OF THE COMPANY

The company was formed on April 21, 2011. 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 managers of the Company. The Note holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

12.5 REGULATIONS

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

12.6 SPOT PRICING

The pricing of recycled material fluctuates according to global demand.

12.7 MARKET RISKS

The Company fails to attract commercial, industrial, or government contracts.

12.8 COMPETITORS

Competitors may outspend us to capture market share.

12.9 FORCE MAJEURE

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

12.10 BUSINESS PLAN RISKS

For additional reading, please read the risk section in the Business Plan.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1,000) Membership Units issued and outstanding.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note Twenty Five Thousand ($25,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

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

Exhibit B PROMISSORY NOTE: This Note will be signed by ERC Investments LLC.

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

Exhibit D ERC Investments LLC Business Plan.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable to **ERC INVESTMENTS LLC** along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to be addressed to the Company as follows: **ERC INVESTMENTS LLC, c/o Arizona Investment Center, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of

others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

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

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

15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

3.

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

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

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

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

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

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

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be

an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

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

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set 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 pro forma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

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

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

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

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

COMPANY. Refers to ERC Investments LLC, a 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 Twenty Five Thousand ($25,000) Dollar investment consisting of one (1) Promissory Note issued by ERC Investments LLC, a 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 November 30, 2012.

20. ACKNOWLEDGMENT

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

_____ _____
Signature Date

Aaron James Kaplan
Print Name

EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Aaron James Kaplan

Amount Loaned: $15,000.00

Number of Notes: 0.6

ERC INVESTMENTS LLC

SUBSCRIPTION DOCUMENTS

OFFERING A MAXIMUM OF FOUR HUNDRED (400) SECURED PROMISSORY NOTES

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

December 1, 2011

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

Each subscriber for the secured Promissory Notes, Twenty Five Thousand ($25,000) Dollars per Note (the "Notes") of ERC Investments LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to ERC Investments LLC c/o Arizona Investment Center, 8800 E. Chaparral Road, suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to 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 Twenty Five Thousand ($25,000) Dollars per Note), to **ERC INVESTMENTS LLC**. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

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

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

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

Print Name of Subscriber: Aaron James Kaplan

Amount Loaned: $15,000.00

Number of Notes: 0.6

Subscription Agreement

To: ERC INVESTMENTS LLC
8800 E Chaparral Road
Suite 270
Scottsdale Arizona 85250

1. Subscription. The undersigned hereby subscribes for the **First** offering for **0.6** Notes of ERC Investments LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Twenty Five Thousand ($25,000) Dollars per Note for an aggregate loan of **$15,000.00** (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 December 1, 2011 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Twenty Five Thousand ($25,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering up to a maximum of Four Hundred (400) Notes at Twenty Five Thousand ($25,000) Dollars per Note,, split into two offerings, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The two offerings are described as follows:

First Offering: The first offering is in the amount of Five Million (5,000,000) Dollars and these notes have an annual rate of return of eighteen (18%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of eighteen (18%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date. This offering may be closed and replaced **by** the second offering, described below, by the Company at any time.

Second Offering: The second offering will be in the amount of Five Million (5,000,000) Dollars and these will notes have an annual rate of return of twelve (12%) percent simple interest paid monthly. Principal will be paid at maturity. The maturity date is twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to

extend the maturity for an additional twelve (12) months at the annual rate of return of twelve (12%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of purchased machinery, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date

The maximum combined aggregate loan to the Company from this Offering will be Ten Million ($10,000,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to ERC Investments LLC c/o the Arizona Investment Center 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by check made payable to the order of **ERC INVESTMENTS 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 reaching the maximum offering amount of Ten Million ($10,000,000) Dollars.

2. The company, at its sole discretion may close the First Offering at any time.

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

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

8. Representations and Warranties.

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

(i) The Company is a Limited Liability Company duly organized, validly existing and is 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 Twenty (20) 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 ERC Investments LLC at 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

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

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

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

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

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

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

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

Executed this _____ day of _____, 2012, 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.

Aaron James Kaplan

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
Print Address of Residence:	Print Telephone Number:
[redacted]	[redacted]
[redacted], NC [redacted]	

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

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

Print Name of Partnership, Corporation, Trust or Entity:	Title of Authorized Representative
Signature of Authorized Representative	Print Jurisdiction of Organization or Incorporation
Print Name of Authorized Representative	Print Federal Tax Identification Number
Print Address of Residence:	Print Telephone Number:

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 2012.

ERC Investments LLC

By:

_____
Jason T. Mogler

_____
Jim Hinkeldey

EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

☐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

EXHIBIT B

PROMISSORY NOTE

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

ERC Investments LLC, a Arizona Limited Liability Company, with offices at 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," of one of the following checked Offering:

☐ **OFFERING ONE (1):** The principal sum of **Fifteen Thousand ($15,000.00) Dollars** with an annualized rate of return of Eighteen (18) percent payable monthly. 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.

The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of eighteen (18%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of equipment, the above referenced maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date.

☐ **OFFERING TWO (2):** The principal sum of _____ **($_____) Dollars** with an annualized rate of return of Twelve (12) percent payable monthly. 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.

The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of twelve (12%) percent simple interest if for reasons beyond the company's control, such as permit approval or delays in the delivery of equipment, the above referenced maturity date cannot be met. If the Company elects

this option, the maturity date would be extended up to an additional twelve (12) months from the above referenced maturity date.

1. NOTES

This Note in the principal amount of Twenty Five Thousand ($25,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated December 1, 2011. The Note shall be senior debt of the Maker.

2. EVENTS OF DEFAULT

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

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of 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 Notes offered pursuant to this Private Placement Memorandum will be secured by property, equipment and commodities such as locomotives located in its new facility in Chicago, Illinois.

4. COMMENCEMENT DATE OF THE NOTE

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

5. STATUS OF HOLDER

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

6. SECURITIES ACT RESTRICTIONS

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

7. ATTORNEYS' FEES

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

8. MISCELLANEOUS.

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

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

(c) **Notices**. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt there for, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to ERC Investments LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

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

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

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

Maker:

Sign & Date

Jason T. Mogler
ERC Investments LLC
a Arizona Limited Liability Company
8800 E. Chaparral Road, Suite 270,
Scottsdale Arizona 85250

Holder:
Aaron James Kaplan

Sign & Date

Aaron James Kaplan
Print Name

Address:
[redacted]
[redacted] NC [redacted]
[redacted]

EXHIBIT C

Investor Suitability Questionnaire

EXHIBIT C

ERC INVESTMENTS LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by ERC Investments 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: _____, 2011
Signature

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

Exhibit D

ERC Investments LLC
Business Plan

EXHIBIT
13
MOGLER
8/24/18

TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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

EXHIBIT
S-40
ADMITTED

ACC000153
FILE #8337

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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CONFIDENTIAL

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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.

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

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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.

COMPLETA

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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.

CONFIDENTIAL

* 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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FILE #8337

(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.

CONFIDENTIAL

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

CONFIDENTIAL

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)*

ORIGINAL

EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

OMITTA

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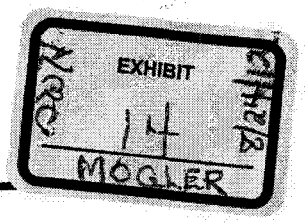
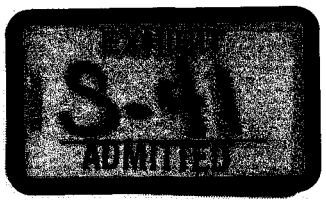
FILE #8337



From: Yadelle Dreyer [yadelle@tricoreworld.com]
Sent: Thursday, January 22, 2009 11:33 AM
To: brian@tricoreworld.com
Subject: Investors Macro
Attachments: Tri-Core Business Development Investor Subscriptions - MACRO ENABLED (2) Nov 08.xls

-Yadelle Dreyer



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Document Produced in Native

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	Tri-Core Business Development Lot 47 Investor Subscriptions																	
2	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-mail Address	Business Address	City	State	Zip	Business Phone	State of Voting Registry	Driver's License State	# of Notes Subscribed	Price Per Note
3	Czerski	Elizabeth M.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	ela.czerski@[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]		Arizona	3	$15,300
4	Keykhosrovi	Shirin	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	skeykhosrovi@[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]		Arizona	2	$15,300
5	Buckley	Brian N.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	brian@tricoreworld.com	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	Virginia	Virginia	2	$15,300
6	Buckley	Cheryl B.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	0	$15,300
7	Chambers	Warren H.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	wobcause@[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	5	$15,300
8	Chambers	Pamela I.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	0	$15,300
9	Koudelka	Barbara	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	umanifest@[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	2	$15,300
10	Quattlebaum	Jim	[redacted]	[redacted]	[redacted]	Virginia	[redacted]	[redacted]	jmobaunt@[redacted]	[redacted]	[redacted]	Virginia	[redacted]	[redacted]	Virginia	Virginia	1	$15,300
11	Quattlebaum	Janice	[redacted]	[redacted]	[redacted]	Virginia	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	0	$15,300
12	Cavins	Martin J.	[redacted]	[redacted]	[redacted]	Virginia	[redacted]	[redacted]	mcavins@[redacted]	[redacted]	[redacted]	Virginia	[redacted]	[redacted]	Virginia	Virginia	4	$15,300
13	Cavins	Carolyn A.	[redacted]	[redacted]	[redacted]	Virginia	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	0	$15,300
14	Sokolik	Donna	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	donna@[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	4	$15,300
15	Lespron III	Jesus C.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	jcrealestate@[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Arizona	2	$15,300
16	Liggett	Michele R.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	michele@[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	Arizona	2	$15,300
17	Chambers	Geoff	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	geoffchambers@[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1	$15,300
18	Venezlano	Philip	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	archstudioinc@[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	1	$15,300
19		Totals:															29	

	A	B	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF
1																
2	Last Name	First Name	Aggregate Loan Amount	Date Agreement Executed	Annualized Rate of Return	Maturity Date	Current Redemption Due at Maturity	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08
3	Czerski	Elizabeth M.	$45,900.00	06/05/2006	76.470%	12 months	$80,999.73	$94,499.69	$101,249.66	$107,999.64	$114,749.62	$121,499.60	$128,249.57	$134,999.55	$141,749.53	$148,499.51
4	Keykhosrovi	Shirin	$30,600.00	06/12/2006	76.470%	12 months	$53,999.82	$62,999.79	$67,499.78	$71,999.76	$76,499.75	$80,999.73	$85,499.72	$89,999.70	$94,499.69	$98,999.67
5	Buckley	Brian N.	$30,600.00	06/15/2006	76.470%	12 months	$53,999.82	$62,999.79	$67,499.78	$71,999.76	$76,499.75	$80,999.73	$85,499.72	$89,999.70	$94,499.69	$98,999.67
6	Buckley	Cheryl B.	$0.00	06/15/2006	76.470%	12 months										
7	Chambers	Warren H.	$76,500.00	06/15/2006	76.470%	12 months	$134,999.55	$157,499.48	$168,749.44	$179,999.40	$191,249.36	$202,499.33	$213,749.29	$224,999.25	$236,249.21	$247,499.18
8	Chambers	Pamela I.	$0.00	06/15/2006	76.470%	12 months										
9	Koudelka	Barbara	$30,600.00	06/21/2006	76.470%	12 months	$53,999.82	$62,999.79	$67,499.78	$71,999.76	$76,499.75	$80,999.73	$85,499.72	$89,999.70	$94,499.69	$98,999.67
10	Quattlebaum	Jim	$15,300.00	06/23/2006	76.470%	12 months	$26,999.91	$31,499.90	$33,749.89	$35,999.88	$38,249.87	$40,499.87	$42,749.86	$44,999.85	$47,249.84	$49,499.84
11	Quattlebaum	Janice	$0.00	06/23/2006	76.470%	12 months										
12	Cavins	Martin J.	$61,200.00	06/23/2006	76.470%	12 months	$107,999.64	$125,999.58	$134,999.55	$143,999.52	$152,999.49	$161,999.46	$170,999.43	$179,999.40	$188,999.37	$197,999.34
13	Cavins	Carolyn A.	$0.00	06/23/2006	76.470%	12 months										
14	Sokolik	Donna	$61,200.00	07/15/2006	76.470%	12 months	$107,999.64	$116,999.61	$125,999.58	$134,999.55	$143,999.52	$152,999.49	$170,999.43	$179,999.40	$188,999.37	$197,999.34
15	Lespron III	Jesus C.	$30,600.00	10/05/2006	76.470%	12 months	$53,999.82				$58,499.81	$62,999.79	$85,499.72	$89,999.70	$94,499.69	$98,999.67
16	Uggett	Michele R.	$30,600.00	10/05/2006	76.470%	12 months	$53,999.82				$58,499.81	$62,999.79	$85,499.72	$89,999.70	$94,499.69	$98,999.67
17	Chambers	Geoff	$15,300.00	10/10/2006	76.470%	12 months	$26,999.91				$29,249.90	$31,499.90	$42,749.86	$44,999.85	$47,249.84	$49,499.84
18	Veneziano	Philip	$15,300.00	11/28/2006	76.470%	12 months	$26,999.91					$29,249.90	$42,749.86	$44,999.85	$47,249.84	$49,499.84
19		Totals:	$443,700.00				$782,997.39	$715,497.62	$767,247.44	$818,997.27	$1,016,996.61	$1,109,246.30	$1,239,745.87	$1,304,995.65	$1,370,245.43	$1,435,495.22

	A	B	Q	R	S	T	U	V	W	X	Y
1	Tri-Core Business Development Lot 47 Investor Subscriptions										
2	Last Name	First Name	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	Date Agreement Executed	Annualized Rate of Return	Maturity Date	Current Redemption Due at Maturity	Amount Repaid on Principal	Date(s) of repayment
3	Czerski	Elizabeth M.	3	$15,300	$45,900.00	06/05/2006	76.470%	12 months	$80,999.73		
4	Keykhosrovi	Shirin	2	$15,300	$30,600.00	06/12/2006	76.470%	12 months	$53,999.82	$45,600.00	1/4/2008
5	Buckley	Brian N.	2	$15,300	$30,600.00	06/15/2006	76.470%	12 months	$53,999.82		
6	Buckley	Cheryl B.	0	$15,300	$0.00	06/15/2006	76.470%	12 months			
7	Chambers	Warren H.	5	$15,300	$76,500.00	06/15/2006	76.470%	12 months	$134,999.55		
8	Chambers	Pamela I.	0	$15,300	$0.00	06/15/2006	76.470%	12 months			
9	Koudelka	Barbara	2	$15,300	$30,600.00	06/21/2006	76.470%	12 months	$53,999.82		
10	Quattlebaum	Jim	1	$15,300	$15,300.00	06/23/2006	76.470%	12 months	$26,999.91		
11	Quattlebaum	Janice	0	$15,300	$0.00	06/23/2006	76.470%	12 months			
12	Cavins	Martin J.	4	$15,300	$61,200.00	06/23/2006	76.470%	12 months	$107,999.64		
13	Cavins	Carolyn A.	0	$15,300	$0.00	06/23/2006	76.470%	12 months			
14	Sokolik	Donna	4	$15,300	$61,200.00	07/15/2006	76.470%	12 months	$107,999.64		
15	Lespron III	Jesus C.	2	$15,300	$30,600.00	10/05/2006	76.470%	12 months	$53,999.82		
16	Liggett	Michele R.	2	$15,300	$30,600.00	10/05/2006	76.470%	12 months	$53,999.82		
17	Chambers	Geoff	1	$15,300	$15,300.00	10/10/2006	76.470%	12 months	$26,999.91		
18	Veneziano	Philip	1	$15,300	$15,300.00	11/28/2006	76.470%	12 months	$26,999.91		
19		**Totals:**	29		$443,700.00				$782,997.39	$45,600.00	

	A	B	T	U	V	W	X	Y	Z	AA
1	Tri-Core Business Development Lot 5 Investor Subscriptions									
2	Last Name	First Name	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	[redacted]	Annualized Rate of Return	Maturity Date (Years)	[redacted]	Current Redemption Due at Maturity
3	Marcus	Thomas J.	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
4	Cranddell	Donald R.	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
5	Mayhew	Andrew P	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
6	Wietsma	Peter	10	$5,000	$50,000.00	[redacted]	80%	2	[redacted]	$162,000.00
7	Sokolik	Donna L.	15	$5,000	$75,000.00	[redacted]	80%	2	[redacted]	$243,000.00
8	Carlson	Sharon	10	$5,000	$50,000.00	[redacted]	80%	2	[redacted]	$162,000.00
9	McKnight	Victoria	6	$5,000	$30,000.00	[redacted]	80%	2	[redacted]	$97,200.00
10	Clark	William	12	$5,000	$60,000.00	[redacted]	80%	2	[redacted]	$194,400.00
11	Conway	Kelley	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
12	Heller	Stephanie	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
13	Beasley	Raymond L.	20	$5,000	$100,000.00	[redacted]	80%	2	[redacted]	$324,000.00
15	Pitsch	Brent	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
17	Sanchez	Henry	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
18	Robert	Pat	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
19	Buckley	Brian	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
22	Strnad	Michael	6	$5,000	$30,000.00	[redacted]	80%	2	[redacted]	$97,200.00
23	Pippins	Joseph	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
26	Ploof	John	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
27	Ploof	Lynn	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
28	Gibbons	John	3	$5,000	$15,000.00	[redacted]	80%	2	[redacted]	$48,600.00
30	Allen	Greg D.	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
31	Johnston	Jeanette	4	$5,000	$20,000.00	[redacted]	80%	2	[redacted]	$64,800.00
32	Fangmeier	Delmar	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
34	Fangmeier	Kristin	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
35	Marino	Joseph	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
36	Fetter	Rodney	20	$5,000	$100,000.00	[redacted]	80%	2	[redacted]	$324,000.00

	A	B	T	U	V	W	X	Y	Z	AA
1	Tri-Core Business Development Lot 5 Investor Subscriptions									
2	Last Name	First Name	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	[redacted]	Annualized Rate of Return	Maturity Date (Years)	[redacted]	Current Redemption Due at Maturity
37	Richardson	Benjamin	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
38	Allen	Jennifer	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
39	Udd	Randal	5	$5,000	$25,000.00	[redacted]	80%	2	[redacted]	$81,000.00
40	Barnes	Jannene	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
41	Armstong	Michael	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
42	Armstrong	Richard	20	$5,000	$100,000.00	[redacted]	80%	2	[redacted]	$324,000.00
44	Barnes	Jannene	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
45	Barnes	Jannene	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
46	Simak	Nicholas	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
47	Wixson	Joyce Lewis	10	$5,000	$50,000.00	[redacted]	80%	2	[redacted]	$162,000.00
48	Vollmer	Mark	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
50	Allen	Jennifer	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
51	Adriance	Georgean	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
53	Adriance	Georgean	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
54	Staat	George	5	$5,000	$25,000.00	[redacted]	80%	2	[redacted]	$81,000.00
56	Rodriguez	Belinda	4	$5,000	$20,000.00	[redacted]	80%	2	[redacted]	$64,800.00
57	Rodriguez	Ryan	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
58	Macsay	Maria	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
60	Jensen	Henrik	5	$5,000	$25,000.00	[redacted]	80%	2	[redacted]	$81,000.00
61	Vollmer	Darlene M.	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
63	Garrett-Tran	Tiffany	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
64	Kolber	Cynthia	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
66	Hohman	John	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
67	Tennenbaum	Craig A.	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
68	Tennenbaum	Nanette L.	12	$5,000	$60,000.00	[redacted]	80%	2	[redacted]	$194,400.00
69	Scott	Leo	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
71	Mitzel	Eric	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
72	Mangas	Jerold	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00

	A	B	T	U	V	W	X	Y	Z	AA
1	Tri-Core Business Development Lot 5 Investor Subscriptions									
2	Last Name	First Name	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	[redacted]	Annualized Rate of Return	Maturity Date (Years)	[redacted]	Current Redemption Due at Maturity
73	Jensen	Per Rumann	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
74	Emelity	Mark A.	4	$5,000	$20,000.00	[redacted]	80%	2	[redacted]	$64,800.00
75	Randolph	Kathleen	3	$5,000	$15,000.00	[redacted]	80%	2	[redacted]	$48,600.00
76	Mitzel	Eric	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
77	Mangas	Jerold	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
78	Blair	Andrew	2	$5,000	$10,000.00	[redacted]	80%	2	[redacted]	$32,400.00
79	Allen	Greg D.	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
80	Francis	Arlene	1	$5,000	$5,000.00	[redacted]	80%	2	[redacted]	$16,200.00
82	Derby	Michael	6	$5,000	$30,000.00	[redacted]	80%	2	[redacted]	$97,200.00
107		**Totals:**	260		$1,300,000.00					$4,212,000.00
108										
109		Accredited Investors:	unt Currently Realized:		#NAME?					
110		Non-Accredited Investors:	Currently Outstanding:		#NAME?					Effective Periodic (Monthly) Rate:
111										
112										
113					* Amount in Green on TCC Reg D					
114										
115										
116										
117										
118										
119										
120										

	A	B	C	D	E	F	G	H	I	J
1										
2	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Business Address
3	Marcus	Thomas J.	[redacted]	[redacted]	[redacted]	Virginia	[redacted]	[redacted]	mebchilly@[redacted]	[redacted]
4	Cranddell	Donald R.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	don.crandell@[redacted]	[redacted]
5	Mayhew	Andrew P	[redacted]	[redacted]	[redacted]	Virginia	[redacted]	[redacted]	[redacted]	[redacted]
6	Wietsma	Peter		[redacted]	[redacted]	Arizona	[redacted]	[redacted]	pwietsma@[redacted]	[redacted]
7	Sokolik	Donna L.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	donna@[redacted]	[redacted]
8	Carlson	Sharon	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	tigeryum76@[redacted]	[redacted]
9	McKnight	Victoria	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	Victoria.McKnight@[redacted]	[redacted]
10	Clark	William	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	naturalhealthstuff@[redacted]	[redacted]
11	Conway	Kelley		[redacted]	[redacted]	Arizona	[redacted]	[redacted]	kelley.clare@[redacted]	
12	Heller	Stephanie	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	stephanievirgil@[redacted]	
13	Beasley	Raymond L.		[redacted]	[redacted]	Virginia	[redacted]	[redacted]	dbeasleyva@[redacted]	
14	Beasley	Danielle M.		[redacted]	[redacted]	Virginia	[redacted]	[redacted]	[redacted]	
15	Pitsch	Brent	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	pitschins@[redacted]	
16	Pitsch	Sherry	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
17	Sanchez	Henry	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
18	Robert	Pat	[redacted]	Pat Robert Living Trust	[redacted]	Arizona	[redacted]	[redacted]	patrickpbob@[redacted]	[redacted]
19	Buckley	Brian	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	brian@tricoreworld.com	
20	Buckley	Cheryl	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
21	Romero	Manuel	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	Romero_m@[redacted]	[redacted]
22	Strnad	Michael	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	mike@[redacted]	
23	Pippins	Joseph	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	pippens04@[redacted]	
24	Pippins	Veronica	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
25	Fetter	Carrie	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
26	Ploof	John	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	johnploof@[redacted]	
27	Ploof	Lynn	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
28	Gibbons	John	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	[redacted]
29	Gibbons	Jennifer	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	[redacted]
30	Allen	Greg D.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	gdallen3@[redacted]	[redacted]
31	Johnston	Jeanette	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	Jeanettejohnston@[redacted]	
32	Fangmeier	Delmar	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	delfang@[redacted]	
33	Fangmeier	Margaret	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
34	Fangmeier	Kristin	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	kfangmeier@[redacted]	[redacted]
35	Marino	Joseph	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	jmarino52@[redacted]	
36	Fetter	Rodney	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	frcarrie@[redacted]	
37	Richardson	Benjamin	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	brichardson_83@[redacted]	
38	Allen	Jennifer	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	ikaphx@[redacted]	
39	Udd	Randal	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	

	A	B	C	D	E	F	G	H	I	J
1										
2	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Business Address
40	Barnes	Jannene	[redacted]			Arizona	[redacted]	[redacted]	kbkristy@[redacted]	
41	Armstong	Michael				Missouri			marmspfd@[redacted]	
42	Armstrong	Richard				Arizona			rarmstrong@[redacted]	
43	Armstrong	Carol				Arizona			[redacted]	
44	Barnes	Jannene				Arizona			[redacted]	
45	Barnes	Jannene				Arizona			[redacted]	
46	Simak	Nicholas				Arizona			nsimak0037@[redacted]	
47	Wixson	Joyce Lewis				Illinois			jwixson106@[redacted]	
48	Vollmer	Mark				Arizona			marks_idealhealth@[redacted]	
49	Vollmer	Jim				Wisconsin			jimvmusic@[redacted]	
50	Allen	Jennifer				Arizona			[redacted]	
51	Adriance	Georgean				Arizona			pmsx7@[redacted]	
52	Floerchinger	Lee				Arizona			leefloerchinger@[redacted]	
53	Adriance	Georgean				Arizona			[redacted]	
54	Staat	George				Illinois			[redacted]	
55	Rodriguez	Belinda				Arizona			belindaoptima@[redacted]	
56	Rodriguez	Ryan							[redacted]	
57	Macsay	Maria	[redacted]			Arizona			mariamacsay@[redacted]	
58	Jensen	Henrik				Arizona			hrj@[redacted]	
59	Vollmer	Darlene M.				Wisconsin			dmvoll@[redacted]	
60	Chapin, Jr.	Delbert E.				Wisconsin			[redacted]	
61	Garrett-Tran	Tiffany				Arizona			tiffeurope@[redacted]	
62	Kolber	Cynthia				Arizona			ckolber@[redacted]	
63	Hohman	John				Michigan			johnhohman9@[redacted]	
64	Sanchez	Cory				Arizona			corymsanchez@[redacted]	
65	Tennenbaum	Craig A.				Ohio			tennenbaumn@[redacted]	
66	Tennenbaum	Nanette L.				Ohio			tennenbaumn@[redacted]	
67	Scott	Leo				Arizona			leo@[redacted]	
68	Scott	Lorraine				Arizona			[redacted]	
69	Mitzel	Eric				Arizona			mitz2teach@[redacted]	
70	Mangas	Jerold				Arizona			drmangas@[redacted]	
71	Jensen	Per Rumann				Texas			perrj1@[redacted]	
72	Therkildsen	Erik				Kalivia			et@[redacted]	
73	Emelity	Mark A.				Arizona			keyplayr1@[redacted]	
74	Randolph	Kathleen				Arizona			[redacted]	
75	Mitzel	Eric				Arizona			mitz2teach@[redacted]	
76	Mangas	Jerold				Arizona			drmangas@[redacted]	
77	Whalen	David & Alicia				Arizona			davealicia@[redacted]	
78	Blair	Andrew				Arizona			andrew@[redacted]	

	A	B	C	D	E	F	G	H	I	J
1										
2	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Business Address
79	Wong	Harry C.	N/A	[redacted]		Arizona	[redacted]		harrycwong@[redacted]	[redacted]
80	Hickok	David	[redacted]			Idaho			david@[redacted]	
81	Hansen	Martha				Arizona			mhansen@[redacted]	
82	Senser	Kurt				California			rsks007@[redacted]	
83	Schumacher	Warren & Sue				Illinois			warrens2332@[redacted]	
84	Allen	Greg D.				Arizona			gdallen3@[redacted]	
85	Francis	Arlene				California			afrancis1@[redacted]	
86	Francis	Daniel				California			dfrancis@[redacted]	
87	Lang	Margaret A.	[redacted]			Arizona			mlang7@[redacted]	
88	Emmer	Dane A.				Arizona			demmer@[redacted]	
89	Emmer	Pamela K.				Arizona			pemmer@[redacted]	
90	Derby	Michael				California			[redacted]	
91	Gonzalez	Cynthia				Nevada				
92	Bender	Fred				New Jersey				
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116		Totals:								

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1										
2	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Business Address
117										
118	Accredited Investors:									
119	Non-Accredited Investors:									
120										

	A	B	K	L	M	N	O	P	Q	R	S	T	U	V	W
1											Tri-Core Business Development Lot 5 Investor Subscriptions				
2	Last Name	First Name	City	State	Zip	Business Phone	Voter Registration State	Driver's License State	Accredited?	Salesperson	Referral Source	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	[redacted]
3	Marcus	Thomas J.	[redacted]	Virginia	[redacted]	[redacted]		Virginia	N	Brian Buckley	Brian	1	$5,000	$5,000.00	[redacted]
4	Cranddell	Donald R.					Arizona	Arizona	N	Brian Buckley	Brian	1	$5,000	$5,000.00	[redacted]
5	Mayhew	Andrew P	[redacted]	Virginia	[redacted]	[redacted]	Virginia	Virginia	N	Brian Buckley	Brian	1	$5,000	$5,000.00	[redacted]
6	Wietsma	Peter	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N		?	10	$5,000	$50,000.00	[redacted]
7	**Sokolik**	**Donna L.**							**Y**	**Kurt Sokolik**	**Kurt**	**15**	**$5,000**	**$75,000.00**	**02/26/2007**
8	Carlson	Sharon					Arizona	Arizona	Y	Jason Mogler	Jason	10	$5,000	$50,000.00	[redacted]
9	McKnight	Victoria	[redacted]	Arizona			Arizona	Arizona	Y	Jason Mogler	Jason	6	$5,000	$30,000.00	[redacted]
10	Clark	William	[redacted]	Louisiana	[redacted]	[redacted]			Y	Jason Mogler	Jason	12	$5,000	$60,000.00	[redacted]
11	Conway	Kelley							Y	Jason Mogler	Jason	1	$5,000	$5,000.00	[redacted]
12	Heller	Stephanie					Arizona	Arizona	Y	Jason Mogler	Jason	2	$5,000		[redacted]
13	Beasley	Raymond L.							N	Brian Buckley	Brian	20	$5,000	$100,000.00	[redacted]
14	Beasley	Danielle M.							-	Brian Buckley	Brian		$5,000	$0.00	[redacted]
15	Pitsch	Brent				[redacted]	Arizona	Arizona	N		?	2	$5,000	$10,000.00	[redacted]
16	Pitsch	Sherry							-		?		$5,000	$0.00	[redacted]
17	Sanchez	Henry				[redacted]	Arizona	Arizona	N	Jason Mogler	Radio/Magazine	1	$5,000	$5,000.00	[redacted]
18	Robert	Pat	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Geoff Chambers	Radio/Magazine	2	$5,000	$10,000.00	[redacted]
19	Buckley	Brian	[redacted]	Arizona	[redacted]	[redacted]	Virginia	Virginia	Y	Brian Buckley	Brian	1	$5,000	$5,000.00	[redacted]
20	Buckley	Cheryl							-	Brian Buckley	Brian		$5,000	$0.00	[redacted]
21	Romero	Manuel	[redacted]	Utah	[redacted]					Jon Halliday	Jon Halliday	10	$5,000	$50,000.00	[redacted]
22	Strnad	Michael	[redacted]	Arizona	[redacted]	[redacted]		Arizona	N	Jon Halliday	?	6	$5,000	$30,000.00	[redacted]
23	Pippins	Joseph							N	Dennis Narciso	Dennis Narciso	1	$5,000	$5,000.00	[redacted]
24	Pippins	Veronica							-	Dennis Narciso	Dennis Narciso		$5,000	$0.00	[redacted]
25	Fetter	Carrie							-	Geoff Chambers	Geoff's Friend		$5,000	$0.00	[redacted]
26	Ploof	John					Arizona	Arizona	N	Jenn/Brian	Presentation	2	$5,000	$10,000.00	[redacted]
27	Ploof	Lynn					Arizona	Arizona	N	Jenn/Brian	Presentation	2	$5,000	$10,000.00	[redacted]
28	Gibbons	John	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jon Halliday	Jon	3	$5,000	$15,000.00	[redacted]
29	Gibbons	Jennifer							-	Jon Halliday	Jon		$5,000	$0.00	[redacted]
30	Allen	Greg D.	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn/Brian	Presentation	1	$5,000	$5,000.00	[redacted]
31	Johnston	Jeanette	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn/Brian	Presentation	4	$5,000	$20,000.00	[redacted]
32	Fangmeier	Delmar					Arizona	Arizona	N	Jenn/Brian	Presentation	2	$5,000	$10,000.00	[redacted]
33	Fangmeier	Margaret							-	Jenn/Brian	Presentation		$5,000	$0.00	[redacted]
34	Fangmeier	Kristin	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn/Brian	Presentation	2	$5,000	$10,000.00	[redacted]
35	Marino	Joseph	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn(3%) / Jon (7%)	?	1	$5,000	$5,000.00	[redacted]
36	Fetter	Rodney	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	Y	Geoff Chambers	Geoff's Friend	20	$5,000	$100,000.00	[redacted]
37	Richardson	Benjamin	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn/Brian	Daniel Carter	2	$5,000	$10,000.00	[redacted]
38	Allen	Jennifer	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	Y	Jenn/Brian	Self	2	$5,000	$10,000.00	[redacted]
39	Udd	Randal					Arizona	Arizona	Y	Geoff Chambers	Geoff's Friend	5	$5,000	$25,000.00	[redacted]

	A	B	K	L	M	N	O	P	Q	R	S	T	U	V	W
1											Tri-Core Business Development Lot 5 Investor Subscriptions				
2	Last Name	First Name	City	State	Zip	Business Phone	Voter Registration State	Driver's License State	Accredited?	Salesperson	Referral Source	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	[redacted]
40	Barnes	Jannene	[redacted]	Arizona	[redacted]		Arizona	Arizona	N	Jenn/Brian	Presentation	1	$5,000	$5,000.00	[redacted]
41	Armstong	Michael					Missouri	Missouri	Y	Jenn/Brian	Presentation	2	$5,000	$10,000.00	[redacted]
42	Armstrong	Richard	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	Y	Jenn/Brian	Presentation	20	$5,000	$100,000.00	[redacted]
43	Armstrong	Carol							-	Jenn/Brian	Presentation		$5,000	$0.00	[redacted]
44	Barnes	Jannene	[redacted]	Arizona	[redacted]		Arizona	Arizona	N	Jenn/Brian	Presentation	1	$5,000	$5,000.00	[redacted]
45	Barnes	Jannene	[redacted]	Arizona	[redacted]		Arizona	Arizona	-	Jenn/Brian	Presentation	2	$5,000	$10,000.00	[redacted]
46	Simak	Nicholas	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	Y	Jenn/Brian	Cory Sanchez	1	$5,000	$5,000.00	[redacted]
47	Wixson	Joyce Lewis				[redacted]	Illinois	Illinois	Y	Brian Buckley	Chicago Expo	10	$5,000	$50,000.00	[redacted]
48	Vollmer	Mark	[redacted]	Arizona	[redacted]	[redacted]		Arizona	N	Jenn/Brian	Presentation	1	$5,000	$5,000.00	[redacted]
49	Vollmer	Jim							-	Jenn/Brian	Presentation		$5,000	$0.00	[redacted]
50	Allen	Jennifer	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	-	Jenn/Brian	Self	1	$5,000	$5,000.00	[redacted]
51	Adriance	Georgean				[redacted]			N	Jenn/Brian	Cory Sanchez	1	$5,000	$5,000.00	[redacted]
52	Floerchinger	Lee					Arizona	Arizona	Y	Brian Buckley	Geoff Chambers	1	$5,000	$5,000.00	[redacted]
53	Adriance	Georgean				[redacted]			-	Jenn/Brian	Cory Sanchez	1	$5,000	$5,000.00	[redacted]
54	Staat	George					Illinois	Illinois	Y	Brian Buckley	Chicago Expo	5	$5,000	$25,000.00	[redacted]
55	Rodriguez	Belinda					Arizona	Arizona	N	Brian Buckley	Brian	4	$5,000	$20,000.00	[redacted]
56	Rodriguez	Ryan							N	Brian Buckley	Brian	1	$5,000	$5,000.00	[redacted]
57	Macsay	Maria						Arizona	N	Brian/Cory	Henrik	2	$5,000	$10,000.00	[redacted]
58	Jensen	Henrik						Arizona	Y	Brian/Cory	Cory Sanchez	5	$5,000	$25,000.00	[redacted]
59	Vollmer	Darlene M.				[redacted]	Wisconsin	Wisconsin	N	Jenn/Brian	Mark Vollmer	1	$5,000	$5,000.00	[redacted]
60	Chapin, Jr.	Delbert E.							-	Jenn/Brian	Mark Vollmer		$5,000	$0.00	[redacted]
61	Garrett-Tran	Tiffany	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn/Brian	Presentation	1	$5,000	$5,000.00	[redacted]
62	Kolber	Cynthia				[redacted]		Arizona	N	Brian Buckley	Presentation	2	$5,000	$10,000.00	[redacted]
63	Hohman	John	[redacted]	Michigan	[redacted]		Michigan	Michigan	N	Brian Buckley	Brian	2	$5,000	$10,000.00	[redacted]
64	Sanchez	Cory					Arizona	Arizona	Y	Self	Self	1	$5,000	$5,000.00	[redacted]
65	Tennenbaum	Craig A.							Y	Brian Buckley	Geoff	2	$5,000	$10,000.00	[redacted]
66	Tennenbaum	Nanette L.							Y	Brian Buckley	Geoff	12	$5,000	$60,000.00	[redacted]
67	Scott	Leo							Y	Jenn Allen	Presentation	1	$5,000	$5,000.00	[redacted]
68	Scott	Lorraine							-	Jenn Allen	Presentation		$5,000	$0.00	[redacted]
69	Mitzel	Eric							N	Jenn Allen	AZREIA/Presentation	2	$5,000	$10,000.00	[redacted]
70	Mangas	Jerold	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Brian/Cory	Cory Sanchez	2	$5,000	$10,000.00	[redacted]
71	Jensen	Per Rumann							N	Brian/Cory	Henrik	2	$5,000	$10,000.00	[redacted]
72	Therkildsen	Erik				[redacted]	Greece	Denmark	Y	Brian Buckley	Brian Buckley	25	$5,000	$125,000.00	02/15/2008
73	Emelity	Mark A.				[redacted]	Arizona	Arizona	N	Dennis Narciso	Presentation	4	$5,000	$20,000.00	[redacted]
74	Randolph	Kathleen							N	Brian	Brian	3	$5,000	$15,000.00	[redacted]
75	Mitzel	Eric							-	Jenn Allen	AZREIA/Presentation	1	$5,000	$5,000.00	[redacted]
76	Mangas	Jerold	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	-	Brian/Kas	Kas Randolph	2	$5,000	$10,000.00	[redacted]
77	Whalen	David & Alicia	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Kurt Sokolik	Brian Buckley	18	$5,000	$90,000.00	02/29/2008
78	Blair	Andrew							N	Geoff Chambers	Geoff Chambers	2	$5,000	$10,000.00	[redacted]

	A	B	K	L	M	N	O	P	Q	R	S	T	U	V	W
1	Tri-Core Business Development Lot 5 Investor Subscriptions														
2	Last Name	First Name	City	State	Zip	Business Phone	Voter Registration State	Driver's License State	Accredited?	Salesperson	Referral Source	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	[redacted]
79	Wong	Harry C.	[redacted]	Arizona	[redacted]		Arizona	Arizona	Y	George Garcia	Brian Buckley	40	$5,000	$200,000.00	03/03/2008
80	Hickok	David	[redacted]	Idaho	[redacted]		Idaho	Idaho	N	George Garcia	George Garcia	1	$5,000	$5,000.00	03/06/2008
81	Hansen	Martha	[redacted]	Arizona	[redacted]		Arizona	Arizona	N	Kurt Sokolik	Kurt Sokolik	3	$5,000	$15,000.00	03/13/2008
82	Senser	Kurt	[redacted]	California	[redacted]		N/A	Arizona	N	Jenn/Brian	K. Fangmeier	1	$5,000	$5,000.00	03/14/2008
83	Schumacher	Warren & Sue	[redacted]	Illinois	[redacted]		Illinois	Illinois	Y	Jenn Allen	Jenn Allen	2	$5,000	$10,000.00	03/16/2008
84	Allen	Greg D.	[redacted]	Arizona	[redacted]		Arizona	Arizona	-	Jenn/Brian	Presentation	1	$5,000	$5,000.00	[redacted]
85	Francis	Arlene							Y	Brian	Brian	1	$5,000	$5,000.00	[redacted]
86	Francis	Daniel							Y	Brian	Brian	1	$5,000	$5,000.00	[redacted]
87	Lang	Margaret A.	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn Allen	Brian Buckley	2	$5,000	$10,000.00	04/24/2008
88	Emmer	Dane A.	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn Allen	Brian Buckley	1	$5,000	$5,000.00	04/22/2008
89	Emmer	Pamela K.	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	Y	Jenn Allen	Brian Buckley	2	$5,000	$10,000.00	04/22/2008
90	Derby	Michael	[redacted]	California	[redacted]				N	Brian	Brian	6	$5,000	$30,000.00	[redacted]
91	Gonzalez	Cynthia								Jenn Allen	Jenn Allen	2	$5,000	$10,000.00	
92	Bender	Fred								Jenn Allen	Jenn Allen	2	$5,000	$10,000.00	
93															[redacted]
94													$5,000	$0.00	[redacted]
95													$5,000	$0.00	[redacted]
96													$5,000	$0.00	[redacted]
97													$5,000	$0.00	[redacted]
98													$5,000	$0.00	[redacted]
99													$5,000	$0.00	[redacted]
100													$5,000	$0.00	[redacted]
101													$5,000	$0.00	[redacted]
102													$5,000	$0.00	[redacted]
103													$5,000	$0.00	[redacted]
104													$5,000	$0.00	[redacted]
105													$5,000	$0.00	[redacted]
106													$5,000	$0.00	[redacted]
107													$5,000	$0.00	[redacted]
108													$5,000	$0.00	[redacted]
109													$5,000	$0.00	[redacted]
110													$5,000	$0.00	[redacted]
111													$5,000	$0.00	[redacted]
112													$5,000	$0.00	[redacted]
113													$5,000	$0.00	[redacted]
114													$5,000	$0.00	[redacted]
115													$5,000	$0.00	[redacted]
116		**Totals:**										355		$1,775,000.00	

	A	B	K	L	M	N	O	P	Q	R	S	T	U	V	W
1	Tri-Core Business Development Lot 5 Investor Subscriptions														
2	Last Name	First Name	City	State	Zip	Business Phone	Voter Registration State	Driver's License State	Accredited?	Salesperson	Referral Source	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	[redacted]
117															
118	Accredited Investors:								27		Amount Currently Realized:			#NAME?	
119	Non-Accredited Investors:								42		Amount Currently Outstanding:			#NAME?	
120															

	A	B	X	Y	Z	AA	AB	AC	AD	AE	AF
1											
2	Last Name	First Name	Annualized Rate of Return	Maturity Date (Years)	Date of Maturity	Current Redemption Due at Maturity	Maturity + 1 Month	Maturity + 2 Months	Maturity + 3 Months	Maturity + 4 Months	Maturity + 5 Months
3	Marcus	Thomas J.	80%	2	10/13/2002	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
4	Cranddell	Donald R.	80%	2	4/19/2002	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
5	Mayhew	Andrew P	80%	2	12/20/2002	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
6	Wietsma	Peter	80%	2	2/21/2009	$162,000.00	$170,132.67	$178,673.62	$187,643.33	$197,063.34	$206,956.26
7	**Sokolik**	**Donna L.**	**80%**	**2**	**2/26/2009**	**$243,000.00**	**$255,199.01**	**$268,010.43**	**$281,465.00**	**$295,595.02**	**$310,434.38**
8	Carlson	Sharon	80%	2	2/3/2009	$162,000.00	$170,132.67	$178,673.62	$187,643.33	$197,063.34	$206,956.26
9	McKnight	Victoria	80%	2	3/03/2009	$97,200.00	$102,079.60	$107,204.17	$112,586.00	$118,238.01	$124,173.75
10	Clark	William	80%	2	5/25/2009	$194,400.00	$204,159.21	$214,408.34	$225,172.00	$236,476.01	$248,347.51
11	Conway	Kelley	80%	2	6/08/2009	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
12	Heller	Stephanie	80%	2	7/3/2009	$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
13	Beasley	Raymond L.	80%	2	8/3/2009	$324,000.00	$340,265.34	$357,347.24	$375,286.67	$394,126.69	$413,912.51
14	Beasley	Danielle M.	80%	2	8/24/2009	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15	Pitsch	Brent	80%	2	8/17/2009	$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
16	Pitsch	Sherry	80%	2	8/17/2009	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	Sanchez	Henry	80%	2	9/13/2009	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
18	Robert	Pat	80%	2	9/20/2009	$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
19	Buckley	Brian	80%	2	9/27/2009	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
20	Buckley	Cheryl	80%	2	9/27/2009	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	Romero	Manuel	80%	2	10/10/2009	$162,000.00	$170,132.67	$178,673.62	$187,643.33	$197,063.34	$206,956.26
22	Strnad	Michael	80%	2	10/11/2009	$97,200.00	$102,079.60	$107,204.17	$112,586.00	$118,238.01	$124,173.75
23	Pippins	Joseph	80%	2	10/15/2009	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
24	Pippins	Veronica	80%	2	10/15/2009	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25	Fetter	Carrie	80%	2	10/17/2009	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
26	Ploof	John	80%	2	11/7/2009	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
27	Ploof	Lynn	80%	2	11/7/2009	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
28	Gibbons	John	80%	2	11/9/2009	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00
29	Gibbons	Jennifer	80%	2	11/9/2009	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30	Allen	Greg D.	80%	2	11/13/2009	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
31	Johnston	Jeanette	80%	2	11/20/2009	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
32	Fangmeier	Delmar	80%	2	11/23/2009	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
33	Fangmeier	Margaret	80%	2	11/23/2009	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
34	Fangmeier	Kristin	80%	2	11/23/2009	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
35	Marino	Joseph	80%	2	11/24/2009	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
36	Fetter	Rodney	80%	2	11/23/2009	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00
37	Richardson	Benjamin	80%	2	12/4/2009	$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
38	Allen	Jennifer	80%	2	12/5/2009	$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
39	Udd	Randal	80%	2	12/5/2009	$81,000.00	$85,066.34	$89,336.81	$93,821.67	$98,531.67	$103,478.13

	A	B	X	Y	Z	AA	AB	AC	AD	AE	AF
1											
2	Last Name	First Name	Annualized Rate of Return	Maturity Date (Years)	[redacted]	Current Redemption Due at Maturity	Maturity + 1 Month	Maturity + 2 Months	Maturity + 3 Months	Maturity + 4 Months	Maturity + 5 Months
40	Barnes	Jannene	80%	2	[redacted]	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
41	Armstong	Michael	80%	2	[redacted]	$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
42	Armstrong	Richard	80%	2	[redacted]	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00
43	Armstrong	Carol	80%	2	[redacted]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
44	Barnes	Jannene	80%	2	[redacted]	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
45	Barnes	Jannene	80%	2	[redacted]	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
46	Simak	Nicholas	80%	2	[redacted]	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
47	Wixson	Joyce Lewis	80%	2	[redacted]	$162,000.00	$162,000.00	$162,000.00	$162,000.00	$162,000.00	$162,000.00
48	Vollmer	Mark	80%	2	[redacted]	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
49	Vollmer	Jim	80%	2	[redacted]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
50	Allen	Jennifer	80%	2	[redacted]	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
51	Adriance	Georgean	80%	2	[redacted]	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
52	Floerchinger	Lee	80%	2	[redacted]	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
53	Adriance	Georgean	80%	2	[redacted]	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
54	Staat	George	80%	2	[redacted]	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00
55	Rodriguez	Belinda	80%	2	[redacted]	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
56	Rodriguez	Ryan	80%	2	[redacted]	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
57	Macsay	Maria	80%	2	[redacted]	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
58	Jensen	Henrik	80%	2	[redacted]	$81,000.00	$85,066.34	$89,336.81	$93,821.67	$98,531.67	$103,478.13
59	Vollmer	Darlene M.	80%	2	[redacted]	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
60	Chapin, Jr.	Delbert E.	80%	2	[redacted]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
61	Garrett-Tran	Tiffany	80%	2	[redacted]	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
62	Kolber	Cynthia	80%	2	[redacted]	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
63	Hohman	John	80%	2	[redacted]	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
64	Sanchez	Cory	80%	2	[redacted]	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
65	Tennenbaum	Craig A.	80%	2	[redacted]	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
66	Tennenbaum	Nanette L.	80%	2	[redacted]	$194,400.00	$194,400.00	$194,400.00	$194,400.00	$194,400.00	$194,400.00
67	Scott	Leo	80%	2	[redacted]	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
68	Scott	Lorraine	80%	2	[redacted]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
69	Mitzel	Eric	80%	2	[redacted]	$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
70	Mangas	Jerold	80%	2	[redacted]	$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
71	Jensen	Per Rumann	80%	2	[redacted]	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
72	Therkildsen	Erik	80%	2	2/15/2010	$405,000.00					
73	Emelity	Mark A.	80%	2	[redacted]	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
74	Randolph	Kathleen	80%	2	[redacted]	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00
75	Mitzel	Eric	80%	2	[redacted]	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
76	Mangas	Jerold	80%	2	[redacted]	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
77	Whalen	David & Alicia	80%	2	3/1/2010	$291,600.00					
78	Blair	Andrew	80%	2	[redacted]	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00

	A	B	X	Y	Z	AA	AB	AC	AD	AE	AF
1											
2	Last Name	First Name	Annualized Rate of Return	Maturity Date (Years)	[redacted]	**Current Redemption Due at Maturity**	Maturity + 1 Month	Maturity + 2 Months	Maturity + 3 Months	Maturity + 4 Months	Maturity + 5 Months
79	Wong	Harry C.	80%	2	3/4/2010	$648,000.00					
80	Hickok	David	80%	2	3/7/2010	$16,200.00					
81	Hansen	Martha	80%	2	3/14/2010	$48,600.00					
82	Senser	Kurt	80%	2	3/15/2010	$16,200.00					
83	Schumacher	Warren & Sue	80%	2	3/17/2010	$32,400.00					
84	Allen	Greg D.	80%	2	[redacted]	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
85	Francis	Arlene	80%	2	[redacted]	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
86	Francis	Daniel	80%	2	[redacted]	$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
87	Lang	Margaret A.	80%	2	4/25/2010	$32,400.00					
88	Emmer	Dane A.	80%	2	4/23/2010	$16,200.00					
89	Emmer	Pamela K.	80%	2	4/23/2010	$32,400.00					
90	Derby	Michael	80%	2	[redacted]	$97,200.00	$102,079.60	$107,204.17	$112,586.00	$118,238.01	$124,173.75
91	Gonzalez	Cynthia	80%	2	12/31/1901	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
92	Bender	Fred	80%	2	12/31/1901	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
93					[redacted]						
94			80%	2	[redacted]						
95			80%	2	[redacted]						
96			80%	2	[redacted]						
97			80%	2	[redacted]						
98			80%	2	[redacted]						
99			80%	2	[redacted]						
100			80%	2	[redacted]						
101			80%	2	[redacted]						
102			80%	2	[redacted]						
103			80%	2	[redacted]						
104			80%	2	[redacted]						
105			80%	2	[redacted]						
106			80%	2	[redacted]						
107			80%	2	[redacted]						
108			80%	2	[redacted]						
109			80%	2	[redacted]						
110			80%	2	[redacted]						
111			80%	2	[redacted]						
112			80%	2	[redacted]						
113			80%	2	[redacted]						
114			80%	2	[redacted]						
115			80%	2	[redacted]						
116		**Totals:**				$5,751,000.00	$4,321,791.07	$4,437,093.85	$4,558,185.01	$4,685,355.15	$4,818,909.45

	A	B	X	Y	Z	AA	AB	AC	AD	AE	AF
1											
2	Last Name	First Name	Annualized Rate of Return	Maturity Date (Years)	[illegible]	**Current Redemption Due at Maturity**	Maturity + 1 Month	Maturity + 2 Months	Maturity + 3 Months	Maturity + 4 Months	Maturity + 5 Months
117											
118	Accredited Investors:					**Effective Periodic (Monthly) Rate:**	0.0502	0.0502	0.0502	0.0502	0.0502
119	Non-Accredited Investors:										
120											

	A	B	AG	AH	AI	AJ	AK	AL	AM
1									
2	Last Name	First Name	Maturity + 6 Months	Maturity + 7 Months	Maturity + 8 Months	Maturity + 9 Months	Maturity + 10 Months	Maturity + 11 Months	Maturity + 12 Months
3	Marcus	Thomas J.	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
4	Cranddell	Donald R.	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
5	Mayhew	Andrew P	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
6	Wietsma	Peter	$217,345.81	$228,256.93	$239,715.81	$251,749.95	$264,388.22	$277,660.95	$291,600.00
7	Sokollk	Donna L.	$326,018.71	$342,385.40	$359,573.72	$377,624.93	$396,582.33	$416,491.43	$437,400.00
8	Carlson	Sharon	$217,345.81	$228,256.93	$239,715.81	$251,749.95	$264,388.22	$277,660.95	$291,600.00
9	McKnight	Victoria	$130,407.48	$136,954.16	$143,829.49	$151,049.97	$158,632.93	$166,596.57	$174,960.00
10	Clark	William	$260,814.97	$273,908.32	$287,658.98	$302,099.94	$317,265.86	$333,193.14	$349,920.00
11	Conway	Kelley	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
12	Heller	Stephanie	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
13	Beasley	Raymond L.	$434,691.61	$456,513.86	$479,431.63	$503,499.90	$528,776.44	$555,321.91	$583,200.00
14	Beasley	Danielle M.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15	Pitsch	Brent	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
16	Pitsch	Sherry	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	Sanchez	Henry	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
18	Robert	Pat	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
19	Buckley	Brian	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
20	Buckley	Cheryl	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	Romero	Manuel	$217,345.81	$228,256.93	$239,715.81	$251,749.95	$264,388.22	$277,660.95	$291,600.00
22	Strnad	Michael	$130,407.48	$136,954.16	$143,829.49	$151,049.97	$158,632.93	$166,596.57	$174,960.00
23	Pippins	Joseph	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
24	Pippins	Veronica	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25	Fetter	Carrie	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
26	Ploof	John	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
27	Ploof	Lynn	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
28	Gibbons	John	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00
29	Gibbons	Jennifer	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30	Allen	Greg D.	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
31	Johnston	Jeanette	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
32	Fangmeier	Delmar	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
33	Fangmeier	Margaret	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
34	Fangmeier	Kristin	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
35	Marino	Joseph	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
36	Fetter	Rodney	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00
37	Richardson	Benjamin	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
38	Allen	Jennifer	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
39	Udd	Randal	$108,672.90	$114,128.47	$119,857.91	$125,874.98	$132,194.11	$138,830.48	$145,800.00

	A	B	AG	AH	AI	AJ	AK	AL	AM
1									
2	Last Name	First Name	Maturity + 6 Months	Maturity + 7 Months	Maturity + 8 Months	Maturity + 9 Months	Maturity + 10 Months	Maturity + 11 Months	Maturity + 12 Months
40	Barnes	Jannene	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
41	Armstong	Michael	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
42	Armstrong	Richard	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00
43	Armstrong	Carol	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
44	Barnes	Jannene	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
45	Barnes	Jannene	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
46	Simak	Nicholas	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
47	Wixson	Joyce Lewis	$162,000.00	$162,000.00	$162,000.00	$162,000.00	$162,000.00	$162,000.00	$162,000.00
48	Vollmer	Mark	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
49	Vollmer	Jim	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
50	Allen	Jennifer	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
51	Adriance	Georgean	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
52	Floerchinger	Lee	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
53	Adriance	Georgean	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
54	Staat	George	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00
55	Rodriguez	Belinda	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
56	Rodriguez	Ryan	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
57	Macsay	Maria	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
58	Jensen	Henrik	$108,672.90	$114,128.47	$119,857.91	$125,874.98	$132,194.11	$138,830.48	$145,800.00
59	Vollmer	Darlene M.	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
60	Chapin, Jr.	Delbert E.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
61	Garrett-Tran	Tiffany	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
62	Kolber	Cynthia	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
63	Hohman	John	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
64	Sanchez	Cory	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
65	Tennenbaum	Craig A.	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
66	Tennenbaum	Nanette L.	$194,400.00	$194,400.00	$194,400.00	$194,400.00	$194,400.00	$194,400.00	$194,400.00
67	Scott	Leo	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
68	Scott	Lorraine	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
69	Mitzel	Eric	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
70	Mangas	Jerold	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
71	Jensen	Per Rumann	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
72	Therkildsen	Erik							
73	Emelity	Mark A.	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
74	Randolph	Kathleen	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00
75	Mitzel	Eric	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
76	Mangas	Jerold	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
77	Whalen	David & Alicia							
78	Blair	Andrew	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00

	A	B	AG	AH	AI	AJ	AK	AL	AM
1									
2	Last Name	First Name	Maturity + 6 Months	Maturity + 7 Months	Maturity + 8 Months	Maturity + 9 Months	Maturity + 10 Months	Maturity + 11 Months	Maturity + 12 Months
79	Wong	Harry C.							
80	Hickok	David							
81	Hansen	Martha							
82	Senser	Kurt							
83	Schumacher	Warren & Sue							
84	Allen	Greg D.	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
85	Francis	Arlene	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
86	Francis	Daniel	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
87	Lang	Margaret A.							
88	Emmer	Dane A.							
89	Emmer	Pamela K.							
90	Derby	Michael	$130,407.48	$136,954.16	$143,829.49	$151,049.97	$158,632.93	$166,596.57	$174,960.00
91	Gonzalez	Cynthia	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
92	Bender	Fred	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
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116		Totals:	$4,959,168.40	$5,106,468.58	$5,261,163.48	$5,423,624.33	$5,594,240.98	$5,773,422.87	$5,961,600.00

	A	B	AG	AH	AI	AJ	AK	AL	AM
1									
2	Last Name	First Name	Maturity + 6 Months	Maturity + 7 Months	Maturity + 8 Months	Maturity + 9 Months	Maturity + 10 Months	Maturity + 11 Months	Maturity + 12 Months
117									
118	Accredited Investors:		0.0502	0.0502	0.0502	0.0502	0.0502	0.0502	0.0502
119	Non-Accredited Investors:								
120									

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Business Address	City	State	Zip
2	Liu	Francis	[redacted]	[redacted]	[redacted]	CA	[redacted]	[redacted]	francisliu@[redacted]	[redacted]	[redacted]	CA	[redacted]
3	Mangas	Jerold	[redacted]	[redacted]	[redacted]	AZ	[redacted]	[redacted]	drmangas@[redacted]	[redacted]	[redacted]	AZ	[redacted]
4	Wixson	Richard/Joyce	[redacted]	[redacted]	[redacted]	IL	[redacted]	[redacted]	rwixson106@[redacted]	[redacted]	[redacted]	IL	[redacted]
5	Chantell	Christina	[redacted]	[redacted]	[redacted]	AZ	[redacted]	[redacted]	cachantell@[redacted]	[redacted]	[redacted]	AZ	[redacted]
6	Curry	Rich	[redacted]	[redacted]	[redacted]	AZ	[redacted]	[redacted]	rjcurry@[redacted]	N/A	N/A	N/A	N/A
7	Glasser	Paula A.	[redacted]	[redacted]	[redacted]	AZ	[redacted]	[redacted]		N/A	N/A	N/A	N/A
8	Williams	Ralph H.	[redacted]	[redacted]	[redacted]	AZ	[redacted]	[redacted]					
9	Torgerson	Leslie	[redacted]	[redacted]	[redacted]	AZ	[redacted]	[redacted]	ltogerson@[redacted]	[redacted]	[redacted]	AZ	[redacted]

	A	B	N	O	P	Q	R	S	T	U	V	W	X	Y
1	Last Name	First Name	Business Phone	Voter Registration State	Driver's License State	Accredited?	Salesperson	Referral Source	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	[redacted]	Annualized Rate of Return	Maturity Date (Years)
2	Liu	Francis	[redacted]	CA	CA	Y	Brian Buckley	S.F. Expo 47	1	$ 10,000.00	$ 10,000.00	[redacted]	60%	2
3	Mangas	Jeroid	[redacted]	AZ	AZ	N	Kas Randolph	Brian Buckley	4	$ 10,000.00	$ 40,000.00	[redacted]	60%	2
4	Wixson	Richard/Joyce	[redacted]	IL	IL	Y	Brian Buckley	Brian Buckley	20	$ 10,000.00	$ 200,000.00	[redacted]	60%	2
5	Chantell	Christina	[redacted]	AZ	AZ	N	Brian Buckley	Brian Buckley	1	$ 10,000.00	$ 10,000.00	[redacted]	60%	2
6	Curry	Rich	[redacted]	AZ	AZ	Y	George Garcia	George Garcia	2	$ 10,000.00	$ 20,000.00	[redacted]	60%	2
7	Glasser	Paula A.	N/A				Brian Buckley	Linda Curry	1	$10,000.00	$ 10,000.00	[redacted]	60%	2
8	Williams	Ralph H.					Brian Buckley	C. Polancheck	1.2	$10,000.00	$ 12,000.00	[redacted]	60%	2
9	Torgerson	Leslie	[redacted]	AZ	AZ		Brian Buckley	C. Polancheck	1	$10,000.00		[redacted]		

	A	B	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM
1	Last Name	First Name	Date of Maturity	Current Redemption Due at Maturity	Maturity + 1 Month	Maturity + 2 Months	Maturity + 3 Months	Maturity + 4 Months	Maturity + 5 Months	Maturity + 6 Months	Maturity + 7 Months	Maturity + 8 Months	Maturity + 9 Months	Maturity + 10 Months	Maturity + 11 Months	Maturity + 12 Months
2	Liu	Francis	[redacted]	$25,600.00												
3	Mangas	Jerold	[redacted]	$ 102,400.00												
4	Wixson	Richard/Joyce	[redacted]	$512,000.00												
5	Chantell	Christina	[redacted]	$25,600.00												
6	Curry	Rich	[redacted]	$ 51,200.00												
7	Glasser	Paula A.	[redacted]													
8	Williams	Ralph H.	[redacted]													
9	Torgerson	Leslie	[redacted]													

Lot 47 (relaxante)

Tri-Core Business Development Lot 5 Investor Subscriptions (Monthly Breakdown)

Row	Last Name	First Name	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	U	Annualized Rate of Return	Maturity Date (Years)	Overall Redemption Due at Maturity
3	Marcus	Thomas F.	1	$5,000	$5,000.00	[redacted]	80%	2	$16,200.00
4	Crandall	Donald L.	1	$5,000	$5,000.00	[redacted]	80%	2	$16,200.00
5	Mayhew	Andrew P.	1	$5,000	$5,000.00	[redacted]	80%	2	$16,200.00
6	Watkins	Peter	13	$5,000	$50,000.00	[redacted]	80%	2	[illegible]
7	Schuck	Gerald L.	15	$5,000	$75,000.00	[redacted]	80%	2	[illegible]
8	Carlson	Sharon	13	$5,000	$50,000.00	[redacted]	80%	2	[illegible]
9	McKnight	Victoria	6	$5,000	$30,000.00	[redacted]	80%	2	$97,200.00
10	Clark	William	12	$5,000	$60,000.00	[redacted]	80%	2	[illegible]
11	Conway	Kelley	1	$5,000	$5,000.00	[redacted]	80%	2	$16,200.00
12	Nader	Stephanie	2	$5,000	$10,000.00	[redacted]	80%	2	$32,400.00
13	Beasley	Raymond L.	20	$5,000	$100,000.00	[redacted]	80%	2	$324,000.00
14	Beasley	Daniela N.		$5,000	$0.00	[redacted]	80%	2	$0.00
15	Sanchez	Henry	1	$5,000	$5,000.00	[redacted]	80%	2	$16,200.00
16	Robert	Pat	2	$5,000	$10,000.00	[redacted]	80%	2	$32,400.00
17	Buckley	Brian	1	$5,000	$5,000.00	[redacted]	80%	2	$16,200.00
18	Buckley	Cheryl		$5,000	$0.00	[redacted]	80%	2	$0.00
19	Romero	Manuel	30	$5,000	[illegible]	[redacted]	80%	2	[illegible]
20	Strand	Michael	6	$5,000	$30,000.00	[redacted]	80%	2	$97,200.00
21	Pippins	Joseph	1	$5,000	$5,000.00	[redacted]	80%	2	$16,200.00
22	Pippins	Veronica		$5,000	$0.00	[redacted]	80%	2	$0.00
23	Felton	Rodney	20	$5,000	$100,000.00	[redacted]	80%	2	$324,000.00
24	Felton	Carrie		$5,000	$0.00	[redacted]	80%	2	$0.00
25	Randall	Lola	80	$5,000	$400,000.00	[redacted]	80%	2	$1,296,000.00
26	Linda	Johnston	1	$5,000	$5,000.00	[redacted]	80%	2	$16,200.00
27	Paul	Callaway	10	$5,000	$50,000.00	[redacted]	80%	2	$162,000.00
28				$5,000	$0.00	[redacted]	80%	2	$0.00
29–30		Totals:	211		$1,055,000.00				$3,418,200.00

Row	Last Name	Loan at Execution Date + 1 Month	+ 2 Months	+ 3 Months	+ 4 Months	+ 5 Months	+ 6 Months
3	Marcus	$5,251.01	$5,514.62	$5,791.46	$6,082.20	$6,387.54	$6,708.20
4	Crandall	$5,251.01	$5,514.62	$5,791.46	$6,082.20	$6,387.54	$6,708.20
5	Mayhew	$5,251.01	$5,514.62	$5,791.46	$6,082.20	$6,387.54	$6,708.20
6	Watkins	$52,510.64	$55,146.18	$57,914.61	$60,822.02	$63,875.39	$67,082.04
7	Schuck	$78,765.23	$82,719.27	$86,871.91	$91,233.53	$95,813.08	$100,623.06
8	Carlson	$52,510.09	$55,146.18	$57,914.61	$60,822.02	$63,875.39	$67,082.04
9	McKnight	$31,506.05	$33,087.71	$34,748.77	$36,493.21	$38,325.23	$40,249.22
10	Clark	$63,012.19	$66,175.51	$69,497.53	$72,986.42	$76,650.47	$80,498.45
11	Conway	$5,251.01	$5,514.62	$5,791.46	$6,082.20	$6,387.54	$6,708.20
12	Nader	$10,502.02	$11,029.24	$11,582.92	$12,164.40	$12,775.08	$13,416.41
13	Beasley	$105,020.17	$110,292.35	$115,829.22	$121,644.04	$127,750.78	$134,164.08
14	Beasley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15	Sanchez	$5,251.01	$5,514.62	$5,791.46	$6,082.20	$6,387.54	$6,708.20
16	Robert	$10,502.02	$11,029.24	$11,582.92	$12,164.40	$12,775.08	$13,416.41
17	Buckley	$5,251.01	$5,514.62	$5,791.46	$6,082.20	$6,387.54	$6,708.20
18	Buckley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	Romero	$52,510.08	$55,146.18	$57,914.61	$60,822.02	$63,875.39	$67,082.04
20	Strand	$31,506.01	$33,087.71	$34,748.77	$36,493.21	$38,325.23	$40,249.22
21	Pippins	$5,251.01	$5,514.62	$5,791.46	$6,082.20	$6,387.54	$6,708.20
22	Pippins	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
23	Felton	$105,020.17	$110,292.35	$115,829.22	$121,644.04	$127,750.78	$134,164.08
24	Felton	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25	Randall	$420,080.67	$441,169.43	$463,316.87	$486,576.16	$511,003.10	$536,656.31
26	Linda	$5,251.01	$5,514.62	$5,791.46	$6,082.20	$6,387.54	$6,708.20
27	Paul	$52,510.08	$55,146.19	$57,914.61	$60,822.02	$63,875.39	$67,082.04
28		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30	Totals	$1,187,982.77	$1,163,584.37	$1,221,918.26	$1,283,344.62	$1,347,778.66	$1,415,431.03
32	Effective Periodic (Monthly) Rate:	0.0502	0.0502	0.0502	0.0502	0.0502	0.0502

Row	Last Name	+ 7 Months	+ 8 Months	+ 9 Months	+ 10 Months	+ 11 Months	+ 12 Months
3	Marcus	$7,044.97	$7,398.64	$7,770.06	$8,160.13	$8,569.78	$9,000.00
4	Crandall	$7,044.97	$7,398.64	$7,770.06	$8,160.13	$8,569.78	$9,000.00
5	Mayhew	$7,044.97	$7,398.64	$7,770.06	$8,160.13	$8,569.78	$9,000.00
6	Watkins	$70,449.87	$73,986.36	$77,700.40	$81,601.30	$85,697.83	$90,000.00
7	Schuck	$105,674.81	$110,979.54	$116,550.60	$122,401.95	$128,546.74	$135,000.00
8	Carlson	$70,449.87	$73,986.36	$77,700.40	$81,601.30	$85,697.83	$90,000.00
9	McKnight	$42,269.80	$44,391.82	$46,620.36	$48,960.78	$51,418.70	$54,000.00
10	Clark	$84,539.60	$88,783.67	$93,240.77	$97,921.56	$102,837.39	$108,000.00
11	Conway	$7,044.97	$7,398.64	$7,770.06	$8,160.13	$8,569.78	$9,000.00
12	Nader	$14,089.93	$14,797.27	$15,540.12	$16,320.26	$17,139.57	$18,000.00
13	Beasley	$140,899.34	$147,972.72	$155,401.20	$163,202.61	$171,395.85	$180,000.00
14	Beasley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15	Sanchez	$7,044.97	$7,398.64	$7,770.06	$8,160.13	$8,569.78	$9,000.00
16	Robert	$14,089.93	$14,797.27	$15,540.12	$16,320.26	$17,139.57	$18,000.00
17	Buckley	$7,044.97	$7,398.64	$7,770.06	$8,160.13	$8,569.78	$9,000.00
18	Buckley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	Romero	$70,449.87	$73,986.36	$77,700.40	$81,601.30	$85,697.83	$90,000.00
20	Strand	$42,269.80	$44,391.82	$46,620.36	$48,960.78	$51,418.70	$54,000.00
21	Pippins	$7,044.97	$7,398.64	$7,770.06	$8,160.13	$8,569.78	$9,000.00
22	Pippins	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
23	Felton	$140,899.34	$147,972.72	$155,401.20	$163,202.61	$171,395.85	$180,000.00
24	Felton	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25	Randall	$563,597.36	$591,890.90	$621,604.82	$652,810.43	$685,583.42	$720,000.00
26	Linda	$7,044.97	$7,398.64	$7,770.06	$8,160.13	$8,569.78	$9,000.00
27	Paul	$70,449.87	$73,986.36	$77,700.40	$81,601.30	$85,697.83	$90,000.00
28		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30	Totals	$1,486,468.84	$1,561,113.24	$1,639,482.70	$1,721,787.49	$1,808,224.11	$1,899,000.00
32	Effective Periodic (Monthly) Rate:	0.0502	0.0502	0.0502	0.0502	0.0502	0.0502

Row	Last Name	+ 13 Months	+ 14 Months	+ 15 Months	+ 16 Months	+ 17 Months	+ 18 Months
3	Marcus	$9,451.82	$9,926.31	$10,424.63	$10,947.96	$11,497.57	$12,074.77
4	Crandall	$9,451.82	$9,926.31	$10,424.63	$10,947.96	$11,497.57	$12,074.77
5	Mayhew	$9,451.82	$9,926.31	$10,424.63	$10,947.96	$11,497.57	$12,074.77
6	Watkins	$94,518.15	$99,263.12	$104,246.32	$109,479.64	$114,975.78	$120,747.67
7	Schuck	$141,777.23	$148,894.68	$156,369.47	$164,219.46	$172,463.33	$181,121.50
8	Carlson	$94,518.15	$99,263.12	$104,246.30	$109,479.64	$114,975.75	$120,747.67
9	McKnight	$56,710.89	$59,557.87	$62,547.79	$65,687.78	$68,985.42	$72,448.60
10	Clark	$113,421.78	$119,115.75	$125,095.56	$131,375.56	$137,970.84	$144,897.20
11	Conway	$9,451.82	$9,926.31	$10,424.63	$10,947.96	$11,497.57	$12,074.77
12	Nader	$18,903.63	$19,852.62	$20,849.26	$21,895.93	$22,995.14	$24,149.53
13	Beasley	$189,036.30	$198,526.24	$208,492.59	$218,959.27	$229,951.40	$241,495.34
14	Beasley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15	Sanchez	$9,451.82	$9,926.31	$10,424.63	$10,947.96	$11,497.57	$12,074.77
16	Robert	$18,903.63	$19,852.62	$20,849.26	$21,895.93	$22,995.14	$24,149.53
17	Buckley	$9,451.82	$9,926.31	$10,424.63	$10,947.96	$11,497.57	$12,074.77
18	Buckley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	Romero	$94,518.15	$99,263.12	$104,246.30	$109,479.64	$114,975.76	$120,747.67
20	Strand	$56,710.89	$59,557.87	$62,547.79	$65,687.78	$68,985.42	$72,448.60
21	Pippins	$9,451.82	$9,926.31	$10,424.63	$10,947.96	$11,497.57	$12,074.77
22	Pippins	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
23	Felton	$189,036.30	$198,526.24	$208,492.59	$218,959.27	$229,951.40	$241,495.34
24	Felton	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25	Randall	$756,145.21	$794,104.97	$833,970.37	$875,837.09	$919,805.38	$965,981.37
26	Linda	$9,451.82	$9,926.31	$10,424.63	$10,947.96	$11,497.57	$12,074.77
27	Paul	$94,518.15	$99,263.12	$104,246.30	$109,479.64	$114,975.78	$120,747.67
28		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30	Totals	$1,994,332.99	$2,094,431.88	$2,199,596.26	$2,310,020.32	$2,425,987.22	$2,547,775.85
32	Effective Periodic (Monthly) Rate:	0.0502	0.0502	0.0502	0.0502	0.0502	0.0502

Row	Last Name	+ 19 Months	+ 20 Months	+ 21 Months	+ 22 Months	+ 23 Months	+ 24 Months
3	Marcus	$12,680.94	$13,317.55	$13,986.11	$14,688.23	$15,425.61	$16,200.00
4	Crandall	$12,680.94	$13,317.55	$13,986.11	$14,688.23	$15,425.61	$16,200.00
5	Mayhew	$12,680.94	$13,317.55	$13,986.11	$14,688.23	$15,425.61	$16,200.00
6	Watkins	$126,809.41	$133,175.45	$139,861.88	$146,884.34	$154,256.09	$162,000.00
7	Schuck	$190,214.11	$199,762.78	$209,792.63	$220,323.32	$231,384.13	$243,000.00
8	Carlson	$126,809.41	$133,175.45	$139,861.88	$146,882.34	$154,256.09	$162,000.00
9	McKnight	$76,085.64	$79,905.27	$83,916.63	$88,129.41	$92,553.65	$97,200.00
10	Clark	$152,171.29	$159,810.54	$167,833.38	$176,258.81	$185,107.33	$194,400.00
11	Conway	$12,680.94	$13,317.55	$13,986.11	$14,688.23	$15,425.61	$16,200.00
12	Nader	$25,361.88	$26,635.09	$27,972.22	$29,376.47	$30,851.22	$32,400.00
13	Beasley	$253,618.81	$266,350.90	$279,722.17	$293,764.69	$308,512.17	$324,000.00
14	Beasley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15	Sanchez	$12,680.94	$13,317.55	$13,986.11	$14,688.23	$15,425.61	$16,200.00
16	Robert	$25,361.88	$26,635.09	$27,972.22	$29,376.47	$30,851.22	$32,400.00
17	Buckley	$12,680.94	$13,317.55	$13,986.11	$14,688.23	$15,425.61	$16,200.00
18	Buckley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	Romero	$126,809.41	$133,175.45	$139,861.88	$146,882.34	$154,256.09	$162,000.00
20	Strand	$76,085.64	$79,905.27	$83,916.69	$88,129.42	$92,553.65	$97,200.00
21	Pippins	$12,680.94	$13,317.55	$13,986.11	$14,688.23	$15,425.61	$16,200.00
22	Pippins	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
23	Felton	$253,618.81	$266,350.90	$279,722.17	$293,764.69	$308,512.17	$324,000.00
24	Felton	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25	Randall	$1,014,475.25	$1,065,403.61	$1,118,888.67	$1,175,058.76	$1,234,048.68	$1,296,000.00
26	Linda	$12,680.94	$13,317.55	$13,986.11	$14,688.23	$15,425.61	$16,200.00
27	Paul	$126,809.41	$133,175.45	$139,861.88	$146,882.34	$154,256.09	$162,000.00
28		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30	Totals	$2,675,678.41	$2,810,020.84	$2,951,064.85	$3,099,217.48	$3,254,803.43	$3,418,200.00
32	Effective Periodic (Monthly) Rate:	0.0502	0.0502	0.0502	0.0502	0.0502	0.0502

>> Red amounts not yet realized <<

*** Rollover from Lot 47 + $1,663,869.45

	A	B	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM
1	Last Name	First Name	Maturity + 2 Months	Maturity + 3 Months	Maturity + 4 Months	Maturity + 5 Months	Maturity + 6 Months	Maturity + 7 Months	Maturity + 8 Months	Maturity + 9 Months	Maturity + 10 Months	Maturity + 11 Months	Maturity + 12 Months
2	Mangas	Jerold											
3	Larson	Linda											

	A	B	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
1	Last Name	First Name	Voter Registration State	Driver's License State	Accredited ?	Salesperson	Referral Source	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	[redacted]	Annualized Rate of Return	Maturity Date (Years)	[redacted]	**Current Redemption Due at Maturity**	Maturity + 1 Month
2	Mangas	Jerold	AZ	AZ	N	Kas Randolph	Brian Buckley	8	$5,000.00	$40,000.00	[redacted]	30%	2	[redacted]	**$67,600.00**	
3	Larson	Linda	AZ	AZ	Y	George Garcia	George Garcia	3	$ 5,000.00	$ 15,000.00	[redacted]	30%	2	[redacted]	**$25,350.00**	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Business Address	City	State	Zip	Business Phone
2	Mangas	Jerold	[redacted]	[redacted]	[redacted]	AZ	[redacted]	[redacted]	drmangas@[redacted]	[redacted]	[redacted]	AZ	[redacted]	[redacted]
3	Larson	Linda	[redacted]	[redacted]	[redacted]	AZ	[redacted]	[redacted]	llarson917@[redacted]	N/A	N/A	N/A	N/A	[redacted]

Scheduled Payout Amounts for Investments on Lot 5

	A	B	C	D	E
1	Month of Payout Maturity	Number of Notes Due in Month	Total Amount Taken In for the Original Investment Month	Total Amount Due for Month (if paid on 06/01/08)	Total Amount Due for Month (if paid at full maturity)
2	Oct-08	1	$5,000.00	$13,800.00	$16,200.00
3	Nov-08	0	$0.00	$0.00	$0.00
4	Dec-08	2	$10,000.00	$25,200.00	$32,400.00
5	Jan-09	0	$0.00	$0.00	$0.00
6	Feb-09	25	$125,000.00	$285,000.00	$405,000.00
7	Mar-09	0	$0.00	$0.00	$0.00
8	Apr-09	10	$50,000.00	$102,000.00	$162,000.00
9	May-09	18	$90,000.00	$112,800.00	$291,600.00
10	Jun-09	1	$5,000.00	$9,000.00	$16,200.00
11	Jul-09	0	$0.00	$0.00	$0.00
12	Aug-09	22	$110,000.00	$176,000.00	$356,400.00
13	Sep-09	4	$20,000.00	$32,000.00	$64,800.00
14	Oct-09	7	$35,000.00	$53,666.00	$113,400.00
15	Nov-09	37	$185,000.00	$271,332.47	$599,400.00
16	Dec-09	46	$230,000.00	$322,000.00	$745,200.00
17	Jan-10	27	$135,000.00	$180,000.00	$437,400.00
18	Feb-10	31	$155,000.00	$206,666.00	$502,200.00
19	Mar-10	3	$15,000.00	$18,000.00	$48,600.00
20	Apr-10	8	$40,000.00	$45,333.00	$129,600.00
21	May-10	0	$0.00	$0.00	$0.00
22	**Totals:**	**242**	**$1,210,000.00**	**$1,852,797.47**	**$3,920,400.00**

EXHIBIT
15
MOGLER
8/24/12

TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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

EXHIBIT
S-42
ADMITTED

TRI-CORE
COMPANIES LLC

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

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

$3,500,000

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

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

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

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

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

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

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FENTI

IMPORTANT NOTICES

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

DISCLAIMERS

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

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

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

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

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

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1. SUMMARY OF THE OFFERING

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

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

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

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

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

2. THE COMPANY

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

2.1 OPERATIONS

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

2.2 BUSINESS PLAN

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

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

3. MANAGEMENT

3.1 LLC MANAGERS

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

Jason Todd Mogler – President and General Partner

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

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

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

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

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

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

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

Jim Hinkeldey – Vice-President

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

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

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

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

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

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

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

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

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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4.4 CLOSING OF THE OFFERING

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

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

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

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

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

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

6. DESCRIPTION OF NOTES

6.1 NOTES

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

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

6.3 REPORTS TO NOTEHOLDERS

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

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7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

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

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

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

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10.2 PRIVATE OFFERING OF NOTES

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

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

11.1 GENERAL

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

11.2 INDEMNIFICATION

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

12. RISK FACTORS

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

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12.1 FORMATION OF THE COMPANY

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

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

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

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

13. PRINCIPAL SHAREHOLDERS

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

14. HOW TO INVEST

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

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

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

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

Exhibit D Tri-Core Companies, LLC Business Plan

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

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15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

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15.4 ACCREDITED INVESTORS

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

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

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

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

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

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

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

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

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

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

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

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

16. LITIGATION

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

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17. ADDITIONAL INFORMATION

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

18. FORECASTS OF FUTURE OPERATING RESULTS

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

19. GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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20. ACKNOWLEDGEMENT

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

_____ _____
Signature Date

David F. Pietz
Print Name

_____ _____
Signature Date

Kathy Pietz
Print Name

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EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscribers: David & Kathy Pietz

Amount Loaned: $10,000.00

Number of Notes: Two (2)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

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

FIVE THOUSAND ($5,000) DOLLARS PER NOTE

February 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

DRAFT ENTITY

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

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

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

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

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

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

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

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

IV **SPECIAL INSTRUCTIONS**

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

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

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

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Print Name of Subscribers: **David & Kathy Pietz**

Amount Loaned: **$10,000.00**

Number of Notes: **Two (2)**

Subscription Agreement

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

Gentlemen:

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

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

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

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

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

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

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

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

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

8. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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12. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

[redacted]

Print Federal Tax Identification Number

Signature of Authorized Representative

Elyria, Ohio

Print Jurisdiction of Entity

David F. Pietz (SSN: [redacted]

Print Name of Authorized Representative

Account Holder

Print Title of Authorized Representative

Print Residential Address of Investor:

[redacted]
[redacted] Arizona [redacted]

Print Residential Telephone Number:

[redacted]

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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).

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

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

[redacted]

Print Federal Tax Identification Number

Signature of Authorized Representative

Elyria, Ohio

Print Jurisdiction of Entity

Kathy Pietz (SSN: [redacted])

Print Name of Authorized Representative

Account Holder

Print Title of Authorized Representative

Print Residential Address of Investor:

[redacted]
[redacted] Arizona [redacted]

Print Residential Telephone Number:

[redacted]

ACCEPTANCE

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

TRI-CORE COMPANIES, LLC

By:_____
Jason Todd Mogler – President

By:_____
Jim Hinkeldey – Vice-President

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EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT B

PROMISSORY NOTE

EXHIBIT B(1)

PROMISSORY NOTE

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

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

1. NOTES

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

2. EVENTS OF DEFAULT

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

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

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

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

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

3. SECURITY FOR PAYMENT OF THE NOTE(S)

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

4. COMMENCEMENT DATE OF THE NOTE

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

5. STATUS OF HOLDER

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

6. SECURITIES ACT RESTRICTIONS

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

7. ATTORNEYS' FEES

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

8. MISCELLANEOUS.

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

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

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

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

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

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

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applicable 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:	**Holder:**
Tri-Core Companies, LLC, An Arizona Company 8840 E. Chaparral Road - Suite 150 Scottsdale, AZ 85250	**Equity Trust Company Custodian** **FBO David F. Pietz IRA** **Account #: [redacted]8317** [redacted] [redacted] OH [redacted]
Jason Todd Mo[illegible] Print Name	David F. Pietz Print Name
Signature & Date	Signature & Date

EXHIBIT B(2)

PROMISSORY NOTE

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

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

1. NOTES

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

2. EVENTS OF DEFAULT

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

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

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

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

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

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

3. SECURITY FOR PAYMENT OF THE NOTE(S)

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

4. COMMENCEMENT DATE OF THE NOTE

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 any action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

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

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

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

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

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

Holder:

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

Jason Todd Mangler
Print Name

Signature & Date

Kathy Pietz
Print Name

Signature & Date

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

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

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

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

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name:_____

2. Address of Principal Residence:_____

_____

County:_____

3. Residential Telephone Number: (_____)_____

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

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

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

_____

_____

7. Please send all correspondence to:

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

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

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8. Date of Birth: _____

9. Country of Citizenship: _____

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

11. E-Mail Address: _____

B. Occupations and Income

1. Occupation: _____

   (a) Business Address: _____

   _____

   (b) Business Telephone Number: (_____) _____

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

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

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

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

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

4. Estimated gross income during current year exceeds:

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

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

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

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

C. Net Worth

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

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

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

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

(1)_____Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_____No

E. Investment Percentage of Net Worth

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

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

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)_____Yes (2)_____No

G. Prospective Investor's Representations

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

Prospective Investor(s):

_____ Date: _____
Signature

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

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EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

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

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

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

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

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

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

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

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Knowledge of the Marketplace

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

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

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

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

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

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

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The Property – Lot 5 Mechor Ocampo, El Golfo

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

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

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

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

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

Water Access Lot 5

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

The Proposed Development for Lot 5

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

The Development Plan

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

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Supporting Land Sale Prices for Lot 5

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

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

El Golfo/Rocky Point – General Economic and Area Information

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

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

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

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

Short Term Business Goals

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

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

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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 value for clients and investors

Long Term Business Goals

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

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

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

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

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EXHIBIT
16
MOGLER
8/24/17

TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

CONFIDENTIAL

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

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

EXHIBIT
S-43
ADMITTED

TRI-CORE
COMPANIES LLC

Memorandum#: **Entrust Arizona**
FBO Kimberly G. Entrekin
Account # 13894

Referral: **Brian Buckley**

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies, LLC
An Arizona Limited Liability Company

$4,500,000

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

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

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

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

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

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

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IMPORTANT NOTICES

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

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DISCLAIMERS

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

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

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

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

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1. SUMMARY OF THE OFFERING

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

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

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

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. This offering will commence on March 1, 2008, and will terminate no later than June 30, 2010, unless extended by the Company (see "TERMS OF THE OFFERING").

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

2. THE COMPANY

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

2.1 OPERATIONS

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

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

2.2 BUSINESS PLAN

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

3. MANAGEMENT

3.1 LLC MANAGERS

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

Jason Todd Mogler – President and Principal

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

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

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

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

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

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

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

Tri-Core Engineering's expertise encompasses:

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

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

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

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

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

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

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

Jim Hinkeldey – Vice-President and Principal

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

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

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

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

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

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

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

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

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

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

4.3 NONTRANSFERABILITY OF NOTES

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

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

4.4 CLOSING OF THE OFFERING

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

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

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

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

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

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

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

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

6. DESCRIPTION OF NOTES

6.1 NOTES

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

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

6.2 SECURITY FOR PAYMENT OF THE NOTES

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

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6.3 REPORTS TO NOTEHOLDERS

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

7. USE OF PROCEEDS

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

Sources

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

Application of Proceeds

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

Footnotes:

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

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

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

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

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

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8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

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

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

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

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

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10.2 PRIVATE OFFERING OF NOTES

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

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

11.1 GENERAL

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

11.2 INDEMNIFICATION

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

12. RISK FACTORS

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

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12.1 FORMATION OF THE COMPANY

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

12.2 CONTROL BY COMPANY

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

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.4 LIMITED TRANSFERABILITY OF THE NOTES

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

12.5 CAPITALIZATION OF THE COMPANY

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

12.6 REGULATIONS

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

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12.7 GENERAL ECONOMY

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

12.8 DEPENDANCY ON SUPPLIERS AND BUILDING TRADES

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

13. PRINCIPAL SHAREHOLDERS

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

14. HOW TO INVEST

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

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

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

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

Exhibit D Tri-Core Companies, LLC Business Plan

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

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INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies, LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

15.3 NONACCREDITED INVESTORS

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

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15.4 ACCREDITED INVESTORS

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

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

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

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

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

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

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

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

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

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

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

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

16. LITIGATION

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

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17. ADDITIONAL INFORMATION

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

18. FORECASTS OF FUTURE OPERATING RESULTS

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

19. GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

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

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or June 30, 2010.

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20. ACKNOWLEDGMENT

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

KimberlyG. Entrekin
Signature

4/16/10
Date

Kimberly G Entrekin
Print Name

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EXHIBIT A

SUBSCRIPTION AGREEMENT

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Print Name of Subscriber: Entrust Arizona
FBO Kimberly G. Entrekin
Account # [redacted]3894

Amount Loaned: $15,000.00

Number of Notes: 1.5 (one and a half)

Tri-Core Companies, LLC

SUBSCRIPTION DOCUMENTS

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

TEN THOUSAND ($10,000) DOLLARS PER NOTE

MARCH 1, 2008

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

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Each subscriber for the Secured Promissory Notes, Ten Thousand ($10,000) Dollars per Note (the "Notes") of Tri-Core Companies, LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies, LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.

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

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

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

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

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

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

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

IV **SPECIAL INSTRUCTIONS**

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

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

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

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Print Name of Subscriber: Entrust Arizona
FBO Kimberly G. Entrekin
Account #[redacted]3894

Amount Loaned: $15,000.00

Number of Notes: 1.5 (one and a half)

Subscription Agreement

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

Gentlemen:

1. **Subscription.** The undersigned hereby subscribes for **1.5 (One and a half)** Notes of Tri-Core Companies, LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Ten Thousand ($10,000) Dollars per Note for an aggregate loan of **$15,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated March 1, 2008, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Ten Thousand ($10,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

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

3. **Documents to Be Delivered.** The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies, LLC, at 8800 E Chaparral Road, Suite #270, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. **Making of Loan Amount.** The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

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Company the Loan Amount by ***check made payable to the order of Tri-Core Companies, LLC*** in the amount indicated above.

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

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

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

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

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

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8. Representations and Warranties.

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

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

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

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

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

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rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

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

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

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

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

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

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

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate

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to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

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

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

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

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

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to

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which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

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

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

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

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(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

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

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

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

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

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies, LLC, at 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

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12. Miscellaneous.

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

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

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

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

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

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

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

Executed this 16th day of April, 2010, at Livingston (City), Tennessee (State). Bridget Thompson Exp: 01/23/13

BRIDGET THOMPSON STATE OF TENNESSEE NOTARY PUBLIC OVERTON COUNTY

If the Investor is an INDIVIDUAL, complete the following:

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

Entrust Arizona FBO

Kimberly G. Entrekin
Print Name of Individual

N/A
Print Name of Spouse / Co-Investor
(If Funds are to be Invested in Joint Name or are Community Property)

[redacted]
Print Social Security Number of Individual

N/A
Print Social Security Number of Spouse or Co-Investor
(If Funds are to be Invested in Joint Name or are Community Property)

Kimberly G. Entrekin
Signature of Individual

N/A
Signature of Spouse / Co-Investor
(If Funds are to be Invested in Joint Name or are Community Property)

ENTRUST ARIZONA, LLC
BY: Edison J. Cardenas
It's: Authorized Signer

Print Residential Address:
[redacted]
[redacted] TN [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).

Entrust Arizona
FBO Kimberly G. Entrekin
Account # [redacted]**3894**

ENTRUST ARIZONA, LLC
BY: Edison J. Cardonas
It's: Authorized Signer

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

[redacted]
Print Federal Tax Identification Number

Kimberly G Entrekin
Signature of Authorized Representative

Maricopa AZ
Print Jurisdiction of Entity

Kimberly G. Entrekin
Print Name of Authorized Representative

Account Holder
Print Title of Authorized Representative

Print Residential Address of Investor:

[redacted]
[redacted] TN [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 _____, 2010.

TRI-CORE COMPANIES, LLC

By: _____
Jason Todd Mogler – President

By: _____
Jim Hinkeldey – Vice-President

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EXHIBIT 1
INVESTOR STATUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT B

PROMISSORY NOTE

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EXHIBIT B

PROMISSORY NOTE

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

Tri-Core Companies, LLC, an Arizona Limited Liability Company, with offices at 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **Fifteen Thousand Dollars** with a rate of return of sixty percent (60%) compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty or premium at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of sixty (60%) percent if for reasons beyond the Company's control, such as labor strikes or shortness of building materials, the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve months from the above noted maturity date.

1. NOTES

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

2. EVENTS OF DEFAULT

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

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

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

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

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

3. SECURITY FOR PAYMENT OF THE NOTE(S)

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

4. COMMENCEMENT DATE OF THE NOTE

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

5. STATUS OF HOLDER

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

6. SECURITIES ACT RESTRICTIONS

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

7. ATTORNEYS' FEES

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

8. MISCELLANEOUS.

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

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

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

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies, LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

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

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

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

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

Maker:

Tri-Core Companies, LLC,
An Arizona Company
8800 E. Chaparral Road - Suite 270
Scottsdale, AZ 85250

Jason Tom Mobley
Print Name

Signature & Date

Holder:

Entrust Arizona Account # [redacted]**3894**
FBO Kimberly G. Entrekin
[redacted] TN [redacted]

Kimberly G Entrekin
Print Name

Kimberly G Entrekin 4/16/10
Signature & Date

4/20/10
ENTRUST ARIZONA, LLC
BY: Edison J. Cardenas
It's: Authorized Signer

EXHIBIT C

Tri-Core Companies, LLC

Investor Suitability Questionnaire

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

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

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

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: Kimberly Gay Entrekin
2. Address of Principal Residence: [redacted]
   [redacted] TN [redacted]

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

   None

7. Please send all correspondence to:

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

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

8. Date of Birth: [redacted]

9. Country of Citizenship: United States

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

11. E-Mail Address: KentreKin 1 e[redacted]

B. Occupations and Income

1. Occupation: Registered Nurse

   (a) Business Address: [redacted]

   [redacted] TN [redacted]

   (b) Business Telephone Number [redacted]

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

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

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

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

   (1) ____ Yes (2) X No (3) ~~X~~ error KGE Not Applicable

4. Estimated gross income during current year exceeds:

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

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

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

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

C. Net Worth

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

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

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

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

(1)_X_Yes (2)____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____Yes (2)_X_No

E. Investment Percentage of Net Worth

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

(1)____Yes (2)____No (3)_X_Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)_X_Yes (2)____No

G. Prospective Investor's Representations

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

Prospective Investor(s):

Kimberly G Fontrelin Date: 4/16/10
Signature

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

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EXHIBIT D

TRI-CORE COMPANIES, LLC BUSINESS PLAN

Mission Statement

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

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

The Company believes that there will be a major increase in demand for property in this area with the completion of the highway. The highway is currently over three-quarters complete and only a 15-mile portion of the center section remains to be completed. This section is scheduled for completion by the end of Fall 2009.

Business Operations

Ownership and Employees:

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

Jason Todd Mogler – President and Principal

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

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

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

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

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

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

Tri-Core Engineering's expertise encompasses:

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

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

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

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

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

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

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

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

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

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

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

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

Jim Hinkeldey – Vice-President and Principal

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

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

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

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

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

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

Market Knowledge and the Property

Knowledge of the Marketplace:

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

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

- The new Coastal Highway;
- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico);
- Its location on a beautiful, pristine, major body of water;
- The quality of the sand beaches ;
- The scenic mountain views of the Baja Peninsula;
- The opening of the area by the construction of the Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport;
- The $50 million dollar international airport under construction at Rocky Point that will accommodate all types of passenger planes. The first runway is completed and the balance is to be completed by early 2010.

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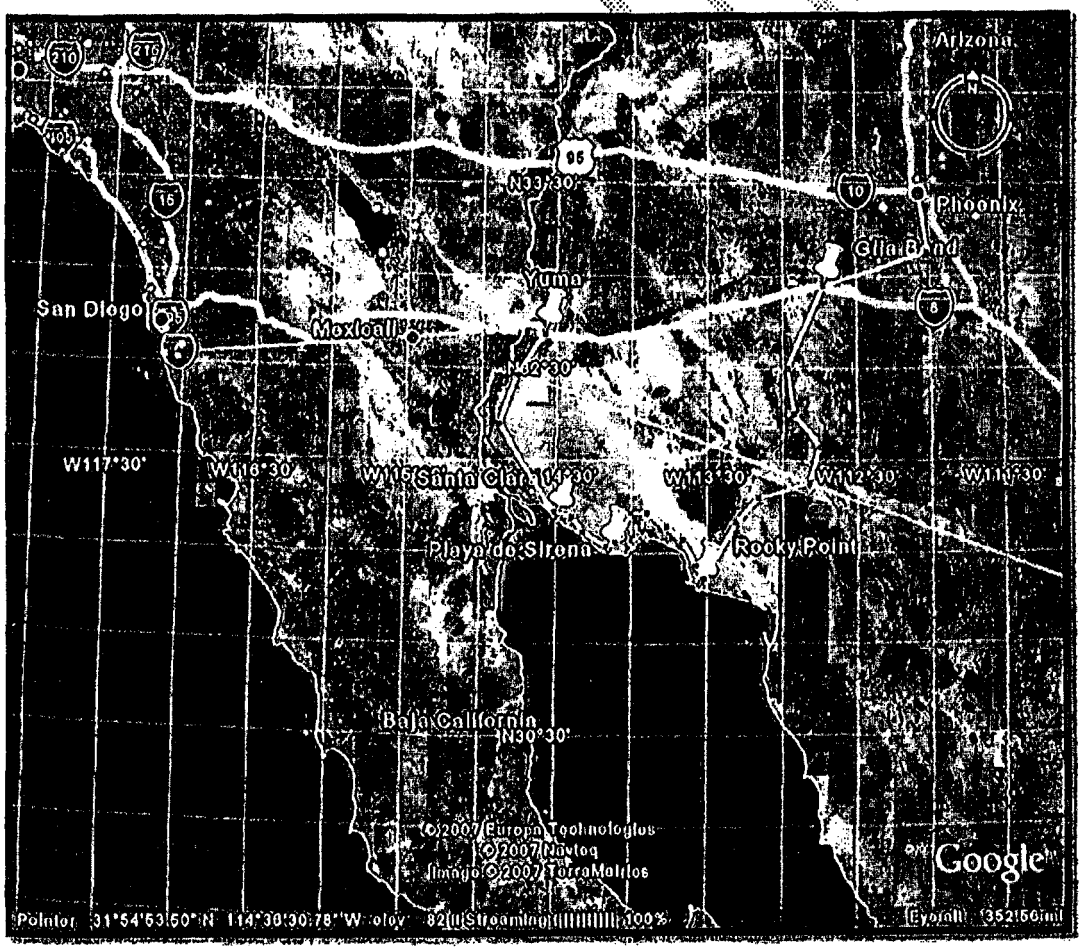
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction and will serve the El Golfo/Rocky Point areas.

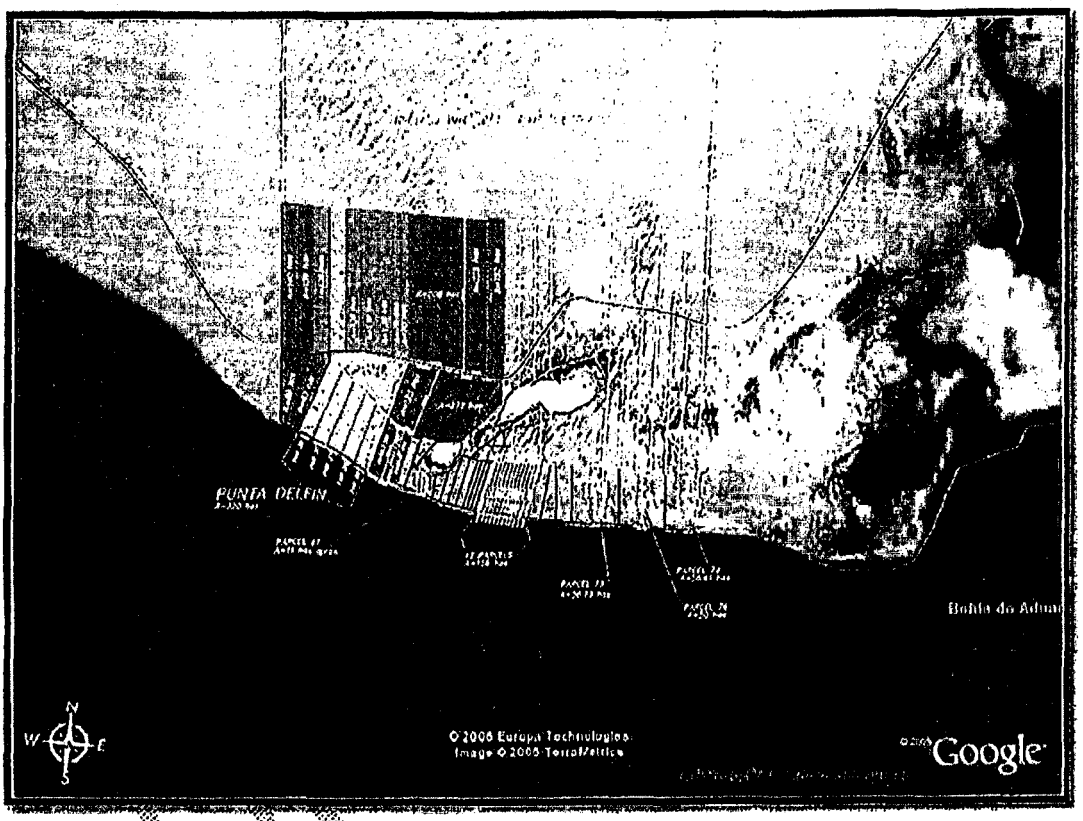
The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal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

The Property

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



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



The Proposed Development for Lot 47:

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

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

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

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

Business Goals

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

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

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

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

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

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

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

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

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

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

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

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

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Proforma

Parcel 47 *Pro Forma - 26.75 acre (10.84 Ha.)* Sale Project to a Developer March 2008		TOTALS
REVENUE		
Sales Price Developer		$14,200,000
Total Revenue		$14,200,000
Finder's Fee	4%	$568,000
Total Net Revenue		$13,632,000
EXPENSES		
ON-SITE WORK		
Mass Excavation / Fill & Grading		$200,000
Gated Entryway		$25,000
Perimeter Wall		$100,000
Total Onsite Work		$325,000
SOFT COSTS - GENERAL, ADMINISTRATIVE & LEGAL		
Administrative (Taxes, Permits & Licensing)		$50,000
NATAWA Bond		$200,000
Legal		$100,000
Total General Expenses		$350,000
GENERAL PROJECT EXPENSES		
Project Master Plan		$80,000
Engineering		$50,000
Boundary and Topographic Survey		$20,000
Concept Approval, Zoning, Environmental		$130,000
Total General Project Expenses		$280,000
TOTAL EXPENSES		
Project Contingency		$95,500
Principal and Interest		$11,520,000
Total Expenses, Contingency, and Interest		$12,570,500
Net Income		$1,061,500

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

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

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

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

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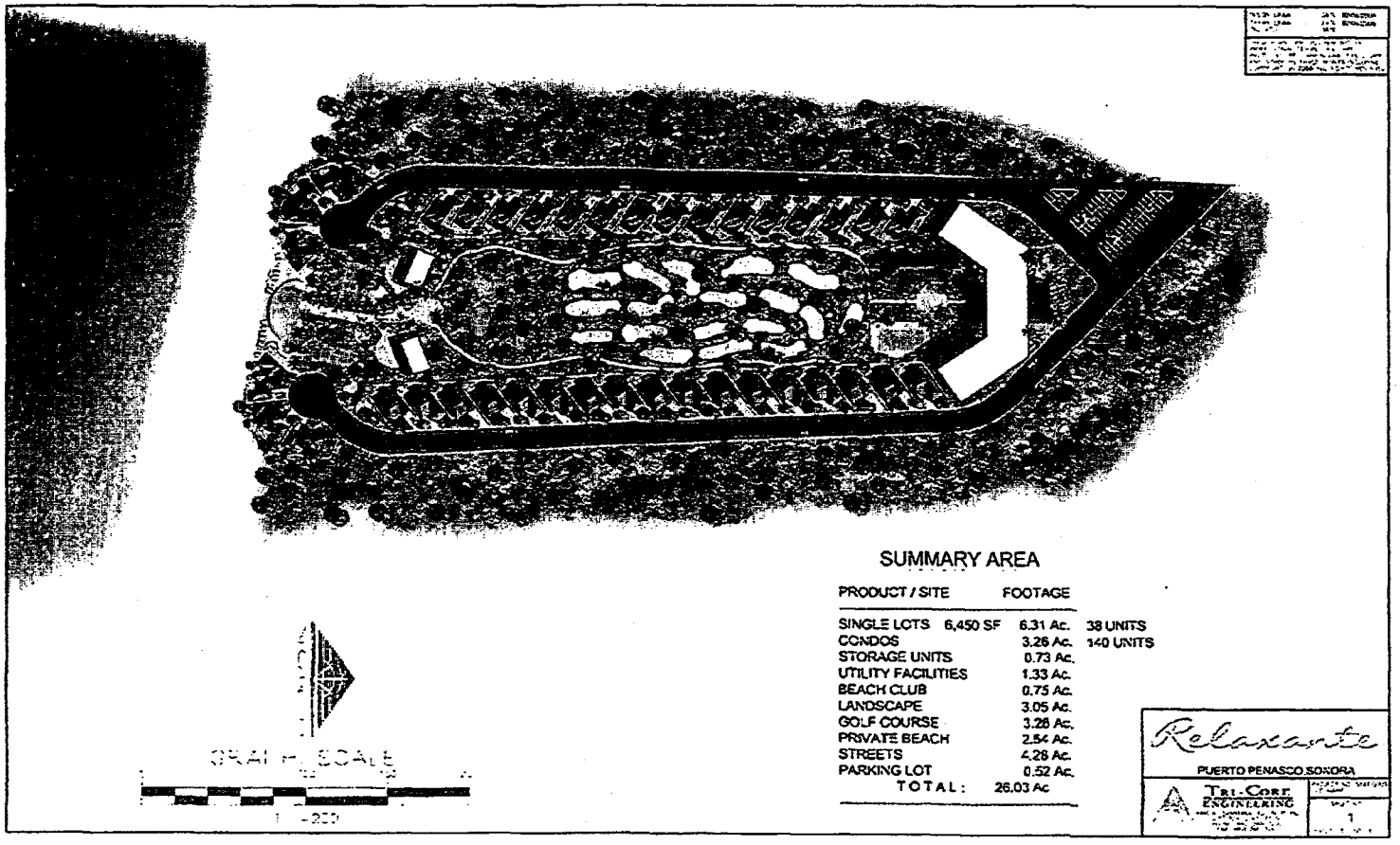
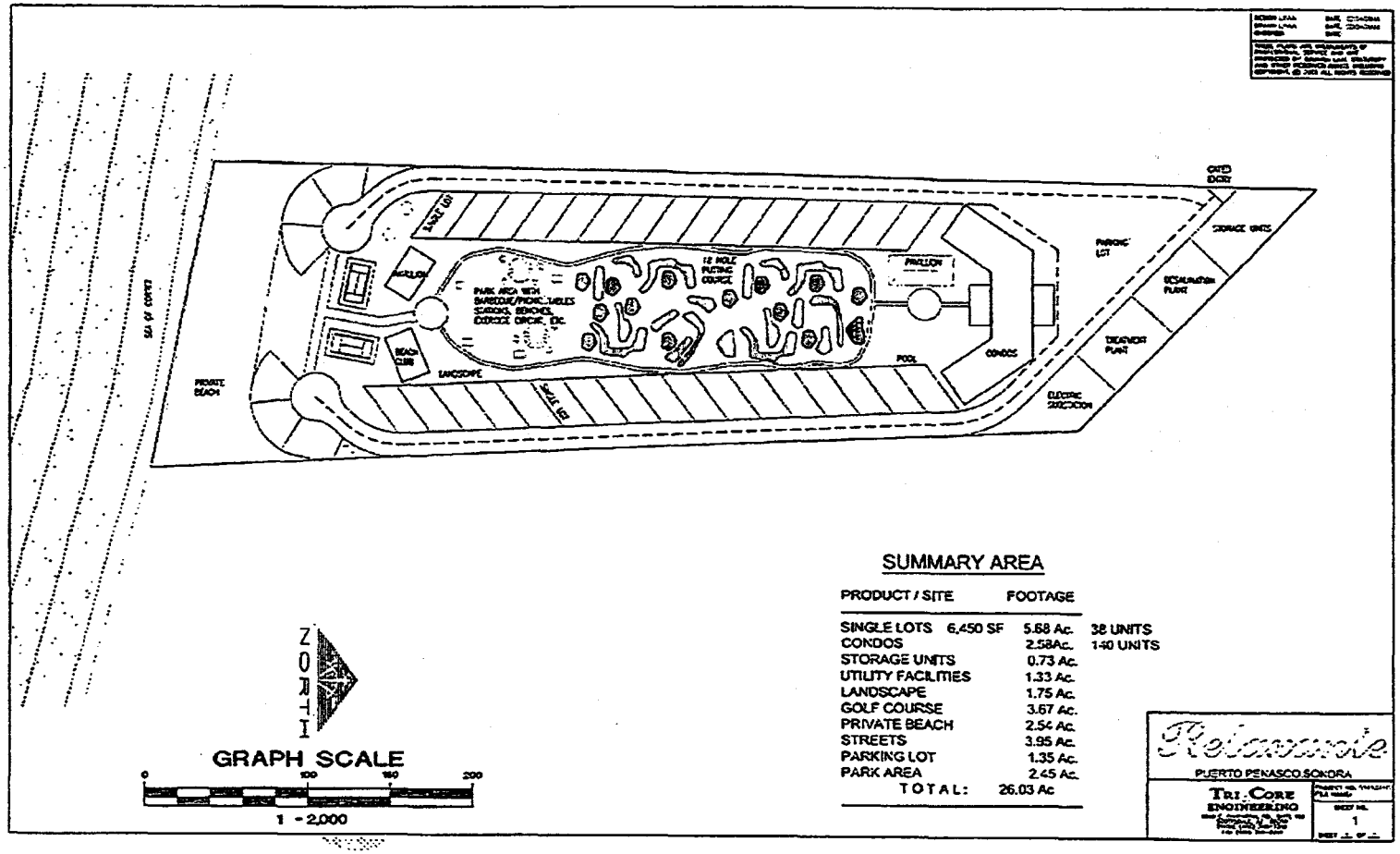
TRI-CORE
COMPANIES LLC

Site Plan



TRI C 005077



SUMMARY AREA

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

TRI C 005078

Articles of Interest

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

Funding expands to support three main infrastructure projects

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

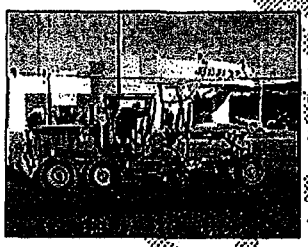
Press Bulletin
Issue #452

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

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

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

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



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

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

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

TRI_C 005079

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

CANACO Reports A Good 2007, Optimistic Forecast For 2008

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

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

By Ivan Bravo Lopez
Issue #451

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

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

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

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

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

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

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

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

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

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

Peñasco Maintains Strong Flow Of Tourism

Real Estate Crisis Believed to Have Already Hit Bottom

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

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

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

TRI_C 005081

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

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

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

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

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

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

OWNING REAL ESTATE IN ROCKY POINT

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

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

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

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

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

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

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

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

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

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Relaxante Investor List

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Last Name	First Name	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Aggregate Loan Amount	[redacted]	Annualized Rate of Return	Maturity Date (Ye	Date of Maturity	Current Redemption Due at Maturity
2	Liu	Francis	[redacted]	[redacted]	CA	[redacted]	[redacted]	francisliu@[redacted]	$ 10,000.00	[redacted]	60%	2	4/28/2010	$ 25,600.00
3	Mangas	Jerold	[redacted]	[redacted]	AZ	[redacted]	[redacted]	drmangas@[redacted]	$ 40,000.00	[redacted]	60%	2	5/6/2008	$ 102,400.00
4	Wixson	Richard/Joyce	[redacted]	[redacted]	IL	[redacted]	[redacted]	rwixson106@[redacted]	$ 200,000.00	[redacted]	60%	2	6/21/2010	$ 512,000.00
5	Chantell	Christina	[redacted]	[redacted]	AZ	[redacted]	[redacted]	cachantell@[redacted]	$ 10,000.00	[redacted]	60%	2	7/8/2010	$ 25,600.00
6	Curry	Rich	[redacted]	[redacted]	AZ	[redacted]	[redacted]	ricurry2@[redacted]	$ 20,000.00	[redacted]	60%	2	7/24/2008	$ 51,200.00
7	Gussiaas	Jerome	[redacted]	[redacted]	AZ	[redacted]	[redacted]	[redacted]	$ 50,000.00	[redacted]	60%	2	8/6/2010	$ 128,000.00
8	Gussiaas	Jerome	[redacted]	[redacted]	AZ	[redacted]	[redacted]	[redacted]	$ 30,000.00	[redacted]	60%	2	10/7/2010	$ 76,800.00
9	Sydell, Paul	his Premier Capita	[redacted]	[redacted]	CA	[redacted]	[redacted]	p_sydell@[redacted]	$ 100,000.00	[redacted]	60%	2	11/10/2010	$ 256,000.00
10	Marcus	Thomas	[redacted]	[redacted]	VA	[redacted]	[redacted]	mebchilly@[redacted]	$ 10,000.00	[redacted]	60%	2	11/7/2010	$ 25,600.00
11	Mays	Cynthia M.	[redacted]	[redacted]	VA	[redacted]	[redacted]	credhead21@[redacted]	$ 10,000.00	[redacted]	60%	2	11/7/2010	$ 25,600.00
12	Chen	Jim	[redacted]	[redacted]	CA	[redacted]	[redacted]	jcre04@[redacted]	$ 100,000.00	[redacted]	60%	2	11/10/2010	$ 256,000.00
13	Caswell	Michael	[redacted]	[redacted]	AZ	[redacted]	[redacted]	casman1234@[redacted]	$ 40,000.00	[redacted]	60%	2	12/1/2010	$ 102,400.00
14	Courtois	James	[redacted]	[redacted]	AZ	[redacted]	[redacted]	jimsmcservice@[redacted]	$ 10,000.00	[redacted]	60%	2	12/3/2010	$ 25,600.00
15	Williams	Ralph H.	[redacted]	[redacted]	AZ	[redacted]	[redacted]	ralph_williams@[redacted]	$ 12,000.00	[redacted]	60%	2	12/5/2010	$ 30,720.00
16	Glasser	Paula A.	[redacted]	[redacted]	AZ	[redacted]	[redacted]	pglasser1@[redacted]	$ 10,000.00	[redacted]	60%	2	12/07/2010	$ 25,600.00
17	Torgerson	Leslie	[redacted]	[redacted]	AZ	[redacted]	[redacted]	lesliebabcock@[redacted]	$ 10,000.00	[redacted]	60%	2	1/20/2011	$ 25,600.00
18	Chen	Jim	[redacted]	[redacted]	CA	[redacted]	[redacted]	jcre04@[redacted]	$ 50,000.00	[redacted]	60%	2	2/5/2011	$ 128,000.00
19	Tossel	Alfred & Nancy	[redacted]	[redacted]	AZ	[redacted]	[redacted]	rontossell@[redacted]	$ 10,000.00	[redacted]	60%	2	2/5/2011	$ 25,600.00
20	Lee	Paul	[redacted]	[redacted]	CA	[redacted]	[redacted]	bglee18@[redacted]	$ 50,000.00	[redacted]	60%	2	2/10/2011	$ 128,000.00
21	Vo	Thuy	[redacted]	[redacted]	CA	[redacted]	[redacted]	vvnt@[redacted]	$ 10,000.00	[redacted]	60%	2	5/16/2011	$ 25,600.00
22	Passlack	Matthias	[redacted]	[redacted]	Belgium	[redacted]	[redacted]	matthias.passlack@[redacted]	$ 150,000.00	[redacted]	60%	2	6/25/2011	$ 384,000.00
23	Chan	Elton	[redacted]	[redacted]	BC,CN	[redacted]	[redacted]	neodog@[redacted]	$ 70,000.00	[redacted]	60%	2	6/30/2011	$ 179,200.00
24	Chan	Mattew	[redacted]	[redacted]	BC,CN	[redacted]	[redacted]	mattchan77@[redacted]	$ 70,000.00	[redacted]	60%	2	7/9/2011	$ 179,200.00
25	Springer	Shelby	[redacted]	[redacted]	CA	[redacted]	[redacted]	shelby.springer@[redacted]	$ 10,000.00	[redacted]	60%	2	8/4/2011	$ 25,600.00
26	Samilton	Maury	[redacted]	[redacted]	AZ	[redacted]	[redacted]	mosamilton@[redacted]	$ 12,650.00	[redacted]	60%	2	10/27/2011	$ 32,384.00
27	Babcock	Leslie	[redacted]	[redacted]	AZ	[redacted]	[redacted]	lesliebabcock@[redacted]	$ 65,610.03	[redacted]	60%	2	11/8/2011	$ 167,961.68
28	Samilton	Teresa & Mo	[redacted]	[redacted]	CO	[redacted]	[redacted]	samilton1949@[redacted]	$ 10,000.00	[redacted]	60%	2	12/3/2009	$ 25,600.00
29	Babcock	Leslie	[redacted]	[redacted]	AZ	[redacted]	[redacted]	lesliebabcock@[redacted]	$ 23,572.04	[redacted]	60%	2	12/22/2011	$ 60,344.42
30	Pascoe	Naomi	[redacted]	[redacted]	AZ	[redacted]	[redacted]	sweetnaomi_1@[redacted]	$ 10,000.00	[redacted]	60%	2	2/3/2011	$ 25,600.00
31	Arakaki	Ryan	[redacted]	[redacted]	AZ	[redacted]	[redacted]	RyanArakaki@[redacted]	$ 10,000.00	[redacted]	60%	2	2/16/2012	$ 25,600.00
32	DiBiaso	Richard & Shawna	[redacted]	[redacted]	CA	[redacted]	[redacted]	dibo1@[redacted]	$ 150,000.00	[redacted]	60%	2	4/14/2012	$ 384,000.00
33	Brown(Entr)	Kimberly	[redacted]	[redacted]	TN	[redacted]	[redacted]	kimbrown1@[redacted]	$ 15,000.00	[redacted]	60%	2	4/16/2012	$ 38,400.00
34	McKnight	Victoria	[redacted]	[redacted]	AZ	[redacted]	[redacted]	vjmcknight@[redacted]	$ 50,000.00	[redacted]	60%	2	10/5/2012	$ 128,000.00
35											60%	2		
36											60%	2		
37											60%	2		
38									$1,428,832.07		60%	2		$3,657,810.10

EXHIBIT 17 MOGLER 11/12/18

EXHIBIT S-44 ADMITTED

TRI_C005194

Relaxante Investor List

Last Name	First Name	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Aggregate Loan Amount	Date Agreement Executed	Annualized Rate of Return	Maturity Date (Ye	Date of Maturity	Current Redemption Due at Maturity
Liu	Francis	[redacted]	[redacted]	CA	[redacted]	[redacted]	francisliu@[redacted]	$ 10,000.00	04/27/2008	60%	2	4/28/2010	$ 25,600.00
Mangas	Jerold	[redacted]	[redacted]	AZ	[redacted]	[redacted]	drmangas@[redacted]	$ 40,000.00	05/05/2008	60%	2	5/6/2008	$ 102,400.00
Wixson	Richard/Joyce	[redacted]	[redacted]	IL	[redacted]	[redacted]	rwixson106@[redacted]	$ 200,000.00	06/20/2008	60%	2	6/21/2010	$ 512,000.00
Chantell	Christina	[redacted]	[redacted]	AZ	[redacted]	[redacted]	cachantell@[redacted]	$ 10,000.00	07/07/2008	60%	2	7/8/2010	$ 25,600.00
Curry	Rich	[redacted]	[redacted]	AZ	[redacted]	[redacted]	ricurry2@[redacted]	$ 20,000.00	07/23/2008	60%	2	7/24/2008	$ 51,200.00
Gussiaas	Jerome	[redacted]	[redacted]	AZ	[redacted]	[redacted]		$ 50,000.00	08/06/2008	60%	2	8/6/2010	$ 128,000.00
Gussiaas	Jerome	[redacted]	[redacted]	AZ	[redacted]	[redacted]		$ 30,000.00	10/07/2008	60%	2	10/7/2010	$ 76,800.00
Sydell, Paul	his Premier Capita	[redacted]	[redacted]	CA	[redacted]	[redacted]	p_sydell@[redacted]	$ 100,000.00	11/01/2008	60%	2	11/10/2010	$ 256,000.00
Marcus	Thomas	[redacted]	[redacted]	VA	[redacted]	[redacted]	mebchilly@[redacted]	$ 10,000.00	11/07/2008	60%	2	11/7/2010	$ 25,600.00
Mays	Cynthia M.	[redacted]	[redacted]	VA	[redacted]	[redacted]	credhead21@[redacted]	$ 10,000.00	11/07/2008	60%	2	11/7/2010	$ 25,600.00
Chen	Jim	[redacted]	[redacted]	CA	[redacted]	[redacted]	jcre04@[redacted]	$ 100,000.00	11/10/2008	60%	2	11/10/2010	$ 256,000.00
Caswell	Michael	[redacted]	[redacted]	AZ	[redacted]	[redacted]	casman1234@[redacted]	$ 40,000.00	12/01/2008	60%	2	12/1/2010	$ 102,400.00
Courtois	James	[redacted]	[redacted]	AZ	[redacted]	[redacted]	jimsmcservice@[redacted]	$ 10,000.00	12/03/2008	60%	2	12/3/2010	$ 25,600.00
Williams	Ralph H.	[redacted]	[redacted]	AZ	[redacted]	[redacted]	ralph_williams@[redacted]	$ 12,000.00	12/05/2008	60%	2	12/5/2010	$ 30,720.00
Glasser	Paula A.	[redacted]	[redacted]	AZ	[redacted]	[redacted]	pglasser1@[redacted]	$ 10,000.00	12/07/2008	60%	2	12/07/2010	$ 25,600.00
Torgerson	Leslie	[redacted]	[redacted]	AZ	[redacted]	[redacted]	lesliebabcock@[redacted]	$ 10,000.00	01/20/2009	60%	2	1/20/2011	$ 25,600.00
Chen	Jim	[redacted]	[redacted]	CA	[redacted]	[redacted]	jcre04@[redacted]	$ 50,000.00	02/05/2009	60%	2	2/5/2011	$ 128,000.00
Tossel	Alfred & Nancy	[redacted]	[redacted]	AZ	[redacted]	[redacted]	rontossell@[redacted]	$ 10,000.00	02/05/2009	60%	2	2/5/2011	$ 25,600.00
Lee	Paul	[redacted]	[redacted]	CA	[redacted]	[redacted]	bglee18@[redacted]	$ 50,000.00	02/10/2009	60%	2	2/10/2011	$ 128,000.00
Vo	Thuy	[redacted]	[redacted]	CA	[redacted]	[redacted]	vvnt@[redacted]	$ 10,000.00	05/15/2009	60%	2	5/15/2011	$ 25,600.00
Passlack	Matthias	[redacted]	3[redacted]	Belgium	[redacted]	[redacted]	matthias.passlack@[redacted]	$ 150,000.00	06/25/2009	60%	2	6/25/2011	$ 384,000.00
Chan	Elton	[redacted]	[redacted]	BC,CN	[redacted]	[redacted]	neodog@[redacted]	$ 70,000.00	06/30/2009	60%	2	6/30/2011	$ 179,200.00
Chan	Mattew	[redacted]	[redacted]	BC,CN	[redacted]	[redacted]	mattchan77@[redacted]	$ 70,000.00	07/09/2009	60%	2	7/9/2011	$ 179,200.00
Springer	Shelby	[redacted]	[redacted]	CA	[redacted]	[redacted]	shelby.springer@[redacted]	$ 10,000.00	08/04/2009	60%	2	8/4/2011	$ 25,600.00
Samilton	Maury	[redacted]	[redacted]	AZ	[redacted]	[redacted]	mosamilton@[redacted]	$ 12,650.00	10/27/2009	60%	2	10/27/2011	$ 32,384.00
Babcock	Leslie	[redacted]	[redacted]	AZ	[redacted]	[redacted]	lesliebabcock@[redacted]	$ 65,610.03	11/06/2009	60%	2	11/6/2011	$ 167,961.68
Samilton	Teresa & Mo	[redacted]	[redacted]	CO	[redacted]	[redacted]	samilton1949@[redacted]	$ 10,000.00	12/03/2009	60%	2	12/3/2009	$ 25,600.00
Babcock	Leslie	[redacted]	[redacted]	AZ	[redacted]	[redacted]	lesliebabcock@[redacted]	$ 23,572.04	12/22/2009	60%	2	12/22/2011	$ 60,344.42
Pascoe	Naomi	[redacted]	[redacted]	AZ	[redacted]	[redacted]	sweetnaomi_1@[redacted]	$ 10,000.00	02/03/2010	60%	2	2/3/2011	$ 25,600.00
Arakaki	Ryan	[redacted]	[redacted]	AZ	[redacted]	[redacted]	RyanArakaki@[redacted]	$ 10,000.00	02/16/2010	60%	2	2/16/2012	$ 25,600.00
DiBiaso	Richard & Shawna	[redacted]	[redacted]	CA	[redacted]	[redacted]	dibo1@[redacted]	$ 150,000.00	04/14/2010	60%	2	4/14/2012	$ 384,000.00
Brown(Entr)	Kimberly	[redacted]	[redacted]	TN	[redacted]	[redacted]	kimbrown1@[redacted]	$ 15,000.00	04/16/2010	60%	2	4/16/2012	$ 38,400.00
McKnight	Victoria	[redacted]	[redacted]	AZ	[redacted]	[redacted]	vjmcknight@[redacted]	$ 50,000.00	10/05/2010	60%	2	10/5/2012	$ 128,000.00
										60%	2		
										60%	2		
										60%	2		
								$1,428,832.07		60%	2		$3,657,810.10

EXHIBIT 18 MOGLER 8/24/12

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--- **ESCRITURA 16,816 (DIECISEIS MIL OCHOCIENTOS DIECISEIS).**----
--- **VOLUMEN 71 (SETENTA Y UNO).**----
--- En **Nogales, Sonora, México** a 21 (veintiuno) de **Diciembre** de 2011 (dos mil once), ante mí Licenciado **ANDRÉS OCTAVIO IBARRA SALGADO**, Notario Público Noventa y Nueve, con residencia en este municipio y con ejercicio en la demarcación notarial correspondiente al Distrito Judicial de Nogales, Sonora, **HAGO CONSTAR**, que en términos del artículo 43 (cuarenta y tres) de la ley del notariado en vigor para el Estado de Sonora, se redactó un **CONTRATO DE COMPRAVENTA**, que se extracta a continuación:-------
--- **A).- PARTE VENDEDORA:** El señor **JOSÉ LUIS BOLAÑOS GARCÍA**, quien se hizo acompañar por la señora **ALICIA SOTO SANDOVAL.**----
--- **B).- PARTE COMPRADORA: "PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE**, representada por su Gerente General el señor **JAMES JEFFREY HINKELDEY** quien dijo también haberse ostentado en otros actos como **JAMES J. HINKELDEY.**----
--- **C).- OBJETO:** Parcela Número 47 Z5 P1/1 (cuarenta y siete, "zeta", cinco, letra "P", uno, diagonal, uno), ubicada en el Ejido Vicente Guerrero, municipio de San Luis Rio Colorado, Sonora, con superficie de 10-86-68.61 HA (diez hectáreas, ochenta y seis áreas, sesenta y ocho punto sesenta y un centiáreas).----
--- **D).- ANTECEDENTE DE PROPIEDAD:** Titulo de propiedad número 2,589 (dos mil quinientos ochenta y nueve), expedido por el Delegado del Registro Agrario Nacional, inscrito en el Registro Público de la Propiedad y del Comercio del Distrito Judicial de San Luis Rio Colorado, Sonora, bajo el número 2,506 (dos mil quinientos seis), volumen 19 (diecinueve), de la Sección Registro Inmobiliario, Libro Seis, el 10 (diez) de Agosto de 2007 (dos mil siete). ----
--- **E).- PRECIO DE OPERACIÓN:** $10'300,000.00 (diez millones trescientos mil pesos 00/100 moneda nacional). ----
--- EL ORIGINAL LO AGREGO AL LEGAJO DEL APÉNDICE DE ESTA ESCRITURA MARCADO CON LETRA "A", FIRMADO ANTE MÍ POR LOS COMPARECIENTES EL DÍA DE SU OTORGAMIENTO.- DOY FE.----
--- **LIC. ANDRÉS OCTAVIO IBARRA SALGADO.- NOTARIO PÚBLICO NOVENTA Y NUEVE.- FIRMADO.- SELLO NOTARIAL.**----
--- EN LA HEROICA CIUDAD DE NOGALES, SONORA, MÉXICO, SIENDO LOS 15 (QUINCE) DIAS DEL MES DE FEBRERO DEL AÑO 2012 (DOS MIL DOCE). CUBIERTO EL IMPUESTO DE TRASLACIÓN DE DOMINIO, QUE ASCENDIO A LA CANTIDAD DE $206,000.00 (DOSCIENTOS SEIS MIL PESOS 00/100 M.N.) SEGÚN FORMA DE PAGO, SE AUTORIZA LA PRESENTE ESCRITURA. DOY FE.----
--- **LIC. ANDRÉS OCTAVIO IBARRA SALGADO.- NOTARIO PÚBLICO NOVENTA Y NUEVE.- FIRMADO.- SELLO NOTARIAL.**----
--- **DOCUMENTO "A" DEL APÉNDICE DE LA ESCRITURA.**----
--- **ESCRITURA 16,816 (DIECISEIS MIL OCHOCIENTOS DIECISEIS).**----
--- **VOLUMEN 71 (SETENTA Y UNO).**----

*COTEJADO

EXHIBIT S-45(a) ADMITTED

--- En Nogales, Sonora, México, a 21 (veintiuno) de Diciembre de 2011 (dos mil once), ante mi Licenciado **ANDRÉS OCTAVIO IBARRA SALGADO**, Notario Público Noventa y Nueve, con residencia en este municipio y con ejercicio en la demarcación notarial correspondiente al Distrito Judicial de Nogales, Sonora, hago constar que:----------

--- C O M P A R E C I E R O N: El señor **JOSÉ LUIS BOLAÑOS GARCÍA**, a quien en lo sucesivo se denominará **"LA PARTE VENDEDORA"** y se hace acompañar por la señora **ALICIA SOTO SANDOVAL** y por otra parte el señor **JAMES J. HINKELDEY** en nombre y representación de **"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE**, a quien en lo sucesivo se le denominará **"LA PARTE COMPRADORA"**.----------

--- El señor **JOSÉ LUIS BOLAÑOS GARCIA**, quien manifiesta que adquirió siendo Soltero el inmueble objeto de la operación de compraventa que se consigna en este instrumento, y no obstante que actualmente su estado civil sigue siendo Soltero, a petición de la parte vendedora, se hace acompañar por la señora **ALICIA SOTO SANDOVAL**, con quien actualmente vive en unión libre, y quien comparece para expresar su consentimiento con el acto jurídico que se consigna en el presente instrumento, para todos los efectos legales a que haya lugar.----------

--- Los comparecientes, cuentan a mi juicio con capacidad legal para contratar y obligarse conforme a derecho y, advertidos en términos de los Artículos 44 (cuarenta y cuatro), Fracción II (segunda) Inciso E y 62 (sesenta y dos) de la Ley del Notariado en vigor para el Estado de Sonora, de que quienes declaran falsamente ante Notario Público, incurren en la responsabilidad penal prevista en el Artículo 205 (doscientos cinco), Fracción I (primera) del Código Penal para el Estado de Sonora, bajo protesta de decir verdad, ----------

--- Que toda vez que el señor **JAMES JEFFREY HINKELDEY** quien dijo haberse ostentado en otros actos como **JAMES J. HINKELDEY** Gerente General de **"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE** desconoce el idioma español se hace acompañar por la Licenciada **MARIANA ESPERANZA VALENZUELA GUERRERO** quien intervendrá en este acto como **PERITO TRADUCTOR**; y ----------

--- D I J E R O N: Que por su propio derecho y con la personalidad que ostenta, respectivamente, vienen a solicitar los servicios del suscrito notario, para que en la presente escritura se consigne un contrato de **COMPRAVENTA**, conforme a las siguientes: ----------

---------- D E C L A R A C I O N E S ----------

--- I.- Declara el señor **JOSÉ LUIS BOLAÑOS GARCIA**, que es legítimo propietario en pleno dominio y posesión de Parcela Número 47 Z5 P1/1 (cuarenta y siete, "zeta", cinco, Letra "P", uno, diagonal, uno), ubicada en el Ejido Vicente Guerrero, municipio de San Luis Río Colorado, Sonora, con superficie de 10-86-68.61 HA (diez hectáreas, ochenta y seis áreas, sesenta y ocho punto sesenta y un centiáreas), con las siguientes medidas y colindancias:----------

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--- Al Noreste, en 223.99 M. (doscientos veintitrés metros noventa y nueve centimetros), en linea quebrada con Fausto Martin Felix Salinas;----------

--- Al Este, en 552.86 M. (quinientos cincuenta y dos metros ochenta y seis centimetros) con Parcela 48 (cuarenta y ocho);----------

--- Al Suroeste, en 195.73 M. (ciento noventa y cinco metros setenta y tres centimetros) en linea quebrada con Golfo de California, y;----------

--- Al Oeste, en 668.05 M. (seiscientos sesenta y ocho metros cinco centimetros) con Parcela 46 (cuarenta y seis).----------

--- II.- Sigue declarando **"LA PARTE VENDEDORA"** señor **JOSÉ LUIS BOLAÑOS GARCÍA**, que dicha propiedad la adquirió siendo soltero, mediante titulo de propiedad número 2,589 (dos mil quinientos ochenta y nueve), expedido el 02 (dos) de Febrero de 2007 (dos mil siete), por el Delegado del Registro Agrario Nacional, instrumento que fue inscrito en el Registro Público de la Propiedad y de Comercio del Distrito Judicial de Puerto Peñasco, Sonora bajo el número 2,506 (dos mil quinientos seis), volumen 19 (diecinueve), de la Sección Registro Inmobiliario, Libro Seis, el 10 (diez) de Agosto de 2007 (dos mil siete), documento que se agrega tanto al apéndice como a los testimonios que de esta escritura se expidan bajo la letra "B".----------

--- III.- **"LA PARTE VENDEDORA"** señor **JOSÉ LUIS BOLAÑOS GARCÍA** manifiesta, que el inmueble que enajena se encuentra libre de todo gravamen, al corriente en el pago de sus contribuciones prediales.----------

--- IV.- Continua declarando **LA PARTE VENDEDORA"** *señor* **JOSÉ LUIS BOLAÑOS GARCÍA**, que por tratarse de primera enajenación del inmueble después de haber adoptado el dominio pleno, con antelación a este acto y conforme a lo establecido en el articulo 84 (ochenta y cuatro) de la Ley Agraria, notificó al Comisariado Ejidal correspondiente a efectos de que se notificara a quienes pudieran hacer uso del derecho del tanto mediante oficio de 10 (diez) de Agosto de 2007 (dos mil siete), expidiendo en consecuencia tanto el comisariado ejidal como el consejo de vigilancia del Ejido Vicente Guerrero, del municipio de San Luis Rio, Colorado, Sonora el Certificado correspondiente, documentos que se agregan tanto al apéndice como a los testimonios que de esta escritura se expidan bajo la letra "C" a cuyo contenido nos remitimos en obvio de repeticiones innecesarias.-----

--- V.- Sigue declarando **LA PARTE VENDEDORA"** señor **JOSÉ LUIS BOLAÑOS GARCÍA** que el Director de Desarrollo Urbano y Ecología emitió constancia consistente en oficio número 0431 (cuatrocientos treinta y uno) de fecha 30 (treinta) de Abril de 2009 (dos mil nueve), de la cual se advierte que el terreno que enajena no es área reservada para el futuro crecimiento de un centro de población, documento que se agrega tanto al apéndice como a los testimonios que de esta escritura se expidan bajo la letra "D".-------

--- VI.- Declara el señor **JAMES JEFFREY HINKELDEY** en su carácter de Gerente General de **"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE**, que el inmueble señalado en la declaración I (primera) es de su personal conocimiento y que comparece

• C O T E J A D O

libremente a este acto ya que es del interés de su representada adquirirlo.----------

--- **EXPUESTO Y ACEPTADO LO ANTERIOR**, las partes, otorgan las siguientes: -

---------- C L Á U S U L A S ----------

--- **PRIMERA:** El señor **JOSÉ LUIS BOLAÑOS GARCÍA**, con el expreso consentimiento de la señora **ALICIA SOTO SANDOVAL VENDE y FORMALMENTE TRASPASA** a favor de **"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE**, quien por medio de su Gerente General **JAMES JEFFREY HINKELDEY** quien dijo también haberse ostentado en otros actos como **JAMES J. HINKELDEY** adquiere para sí, libre de todo gravamen, La Parcela Número 47 Z5 P1/1 (cuarenta y siete, "zeta", cinco, Letra "P", uno, diagonal, uno), ubicada en el Ejido Vicente Guerrero, municipio de San Luis Río Colorado, Sonora, con superficie de 10-86-68.61 HA (diez hectáreas, ochenta y seis áreas, sesenta y ocho punto sesenta y un centiáreas), con las medidas y colindancias que se describen en la declaración I (primera) del presente instrumento, cuyos datos se tienen aquí por reproducidos íntegramente como si se insertaran a la letra, para todos los efectos legales a que haya lugar.----------

--- **SEGUNDA:** Convienen las partes que se comprenden en esta venta todos los usos, costumbres, mejoras, servidumbres y cuanto de hecho y por derecho le corresponda al inmueble enajenado.----------

--- **TERCERA:** El precio de esta venta lo constituye la cantidad de $ 10'300,000.00 (diez millones trescientos mil pesos 00/100 moneda nacional), que **"LA PARTE VENDEDORA"** manifiesta haber recibido de conformidad de **"LA PARTE COMPRADORA"** a su más entera satisfacción, otorgando por medio de esta escritura el recibo más eficaz que seguridad conduzca.----------

--- **CUARTA:** Acuerdan las partes que el precio señalado en la cláusula anterior, es el justo y legal, que en el presente contrato proceden con absoluta libertad, que no sufren lesión ni error y renuncian por ello a las acciones rescisorias de nulidad, reducción y términos para ejercitarlas a que se refieren los articulos 18 (dieciocho), 69 (sesenta y nueve), y 1,952 (mil novecientos cincuenta y dos) y demás relativos del Código Civil para el Estado de Sonora.----------

--- **QUINTA:** **"LA PARTE VENDEDORA"** se obliga al saneamiento de esta venta en caso de evicción en forma y conforme a derecho.----------

--- **SEXTA:** Ambas partes aceptan esta escritura en todos sus términos, dándose **"LA PARTE COMPRADORA"** por recibida del inmueble que adquiere con derecho a tomar posesión material y jurídicamente del mismo, a partir de la firma del presente contrato siendo el título de propiedad que ampara su legal dominio.----------

--- **SÉPTIMA:** Convienen las partes que los gastos, impuestos, derechos y honorarios que se causen con motivo del otorgamiento de este contrato, serán por cuenta de **"LA PARTE COMPRADORA"**, a excepción del Impuesto Sobre la Renta, correspondiéndole a **"LA PARTE VENDEDORA"** ésta, quien acreditó su

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exención por cumplir con lo dispuesto por el articulo 86 (ochenta y seis) de la Ley Agraria, tal como se advierte de los documentos se agregan al apéndice de esta escritura y que se relacionan mas adelante.----------

---- **OCTAVA: LEGISLACIÓN APLICABLE Y JURISDICCIÓN:** Convienen las partes en someterse a lo pactado en el presente contrato, y para el caso de verificarse controversias en su interpretación y/o aplicación se someten en forma supletoria a la legislación en materia agraria y civil local. Ahora bien se someten a los tribunales competentes en Nogales, Sonora y renuncian a otra jurisdicción que con motivo del domicilio presente o futuro pudiera corresponderles.----------

----------P E R S O N A L I D A D----------

--- I.- El señor **JAMES JEFFREY HINKELDEY** quien dijo también haberse ostentado en otros actos como **JAMES J. HINKELDEY**, acredita la personalidad con que comparece, y la legal existencia de su representada **"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE**, con:----------

--- A).- Primer Testimonio de la Escritura Pública 10,240 (diez mil doscientos cuarenta) volumen 39 (treinta y nueve) de 16 (dieciséis) de Octubre de 2008 (dos mil ocho), pasada ante la fe del suscrito notario e inscrito en el Registro Público de la Propiedad y de Comercio de Puerto Peñasco, Sonora bajo el Folio Mercantil Electrónico número 2367*13 (dos mil trescientos sesenta y siete) de 23 (veintitrés) de Febrero de 2009 (dos mil nueve), documento del cual transcribo lo siguiente:----------

"……ANTE MÍ LICENCIADO ANDRÉS OCTAVIO IBARRA SALGADO, NOTARIO PÚBLICO NOVENTA Y NUEVE, CON EJERCICIO Y RESIDENCIA EN ESTE MUNICIPIO, COMPARECE EL SEÑOR JAMES J. HINKELDEY EN REPRESENTACIÓN DE LAS PERSONAS MORALES EXTRANJERAS "TCC1, LLC." Y "TCC2, LLC." CUYA LEGAL EXISTENCIA Y PERSONALIDAD ACREDITARÁ MAS ADELANTE…….QUE…….VIENE A CONSTITUIR UNA SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE PARA CUYO EFECTO ME EXHIBE EL PERMISO NÚMERO 2603200 (DOS, SEIS, CERO, TRES, DOS, CERO, CERO) EXPEDIENTE 20072605191…….QUE TODA VEZ QUE EL COMPARECIENTE DESCONOCE EL IDIOMA ESPAÑOL SE HACE ACOMPAÑAR DE LA SEÑORITA DANITZA MARIANA SEGUNDO MOLINA, QUIEN INTERVENDRÁ EN ESTE INSTRUMENTO COMO PERITO TRADUCTOR…….D E C L A R A C I O N E S……ÚNICA.- DECLARA EL COMPARECIENTE SEÑOR JAMES J. HINKELDEY APODERADO DE LAS PERSONAS MORALES EXTRANJERAS "TCC1, LLC." Y "TCC2, LLC.", PARA EFECTOS DE LO ESTABLECIDO EN EL ARTÍCULO 27 (VEINTISIETE) DEL CÓDIGO FISCAL DE LA FEDERACIÓN, QUE SUS REPRESENTADAS NO SE ENCUENTRAN INSCRITAS EN EL REGISTRO FEDERAL DE CONTRIBUYENTES:……QUE TODA VEZ QUE TIENEN SU RESIDENCIA EN EL EXTRANJERO, NO SE ENCUENTRAN OBLIGADOS A INSCRIBIRSE EN EL REGISTRO FEDERAL DE CONTRIBUYENTES…… POR LO QUE LA SOCIEDAD ESTARÁ OBLIGADA A PRESENTAR ANTE LAS AUTORIDADES FISCALES, DENTRO DE LOS TRES PRIMEROS MESES AL CIERRE DE CADA EJERCICIO, UNA RELACIÓN DE LOS ACCIONISTAS RESIDENTES EN EL EXTRANJERO INDICANDO SUS DOMICILIOS, RESIDENCIAS FISCALES Y NÚMEROS DE IDENTIFICACIÓN FISCAL…….. PRIMERA: LA SOCIEDAD SE DENOMINARÁ "PHOENIX PREMIUM DEVELOPERS" Y LLEVARÁ

*COTEJADO

SIEMPRE SEGUIDAS LAS PALABRAS "SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE" PARA INDICAR SU NATURALEZA O USANDO SIMPLEMENTE SU ABREVIATURA " S. DE R. L. DE C. V. "……..SEGUNDA: EL DOMICILIO DE LA SOCIEDAD SERÁ EN PUERTO PEÑASCO, SONORA……TERCERA: LA SOCIEDAD ES DE NACIONALIDAD MEXICANA Y POR MEDIO DE ESTE CONVENIO EXPRESO, LOS SOCIOS EXTRANJEROS ACTUALES O FUTUROS QUE TUVIERE LA SOCIEDAD, SE OBLIGAN FORMALMENTE CON LA SECRETARÍA DE RELACIONES EXTERIORES A CONSIDERARSE COMO NACIONALES RESPECTO A LAS ACCIONES Y DERECHOS DE ESTA SOCIEDAD QUE ADQUIERAN O DE QUE SEAN TITULARES, ASÍ COMO DE LOS BIENES, DERECHOS, CONCESIONES, PARTICIPACIONES, INTERESES DE QUE SEA TITULAR LA SOCIEDAD O BIEN DE LOS DERECHOS Y OBLIGACIONES QUE DERIVEN DE LOS CONTRATOS EN QUE SEA PARTE LA PROPIA SOCIEDAD CON AUTORIDADES MEXICANAS Y A NO INVOCAR POR LO MISMO LA PROTECCIÓN DE SUS GOBIERNOS BAJO PENA, EN CASO CONTRARIO, DE PERDER EN BENEFICIO DE LA NACIÓN LAS PARTICIPACIONES SOCIALES QUE HUBIEREN ADQUIRIDO…….CUARTA: LA SOCIEDAD TIENE POR OBJETO:……..A) LA COMPRA, VENTA, RENTA, DESARROLLO Y USO COMERCIAL DE TERRENOS Y TODO TIPO DE ESTRUCTURAS EXISTENTES EN ELLOS, Y LA EXPLOTACIÓN, ADMINISTRACIÓN Y/O CONSTRUCCIÓN DE CONDOMINIOS, HOTELES, PROPIEDADES INMUEBLES EN TIEMPO COMPARTIDO, MOTELES, PARQUES PARA CASAS MOVIBLES, LUGARES DE RECREO, CASAS, DEPARTAMENTOS O PRIVADAS Y EL DESARROLLO DE ACTIVIDADES SIMILARES O CONEXAS, TODO EN MÉXICO IGUAL QUE EN EL EXTRANJERO, Y TODO SUJETO Y CONFORME A LAS LEYES APLICABLES……B) LA COMPRA, VENTA ARRENDAMIENTO Y USO DE TODO TIPO DE PRODUCTOS DEPORTIVOS, VEHÍCULOS Y BARCOS PARA PROPÓSITOS COMERCIALES, RECREACIONALES Y EL DESARROLLO DE ACTIVIDADES SIMILARES O CONEXAS, TODO EN MÉXICO IGUAL QUE EN EL EXTRANJERO, Y TODO SUJETO Y CONFORME A LAS LEYES APLICABLES……C) SUMINISTRAR TODA CLASE DE SERVICIOS Y ASESORÍAS ADMINISTRATIVOS, DE PLANEACIÓN, ORGANIZACIÓN, INVESTIGACIÓN, COORDINADORES, DE SUPERVISIÓN U OTROS SIMILARES O CONDUCENTES, A PARTICULARES ASÍ COMO EMPRESAS, Y TODO SUJETO Y CONFORME A LAS LEYES APLICABLES…….Q) LA ADQUISICIÓN, UTILIZACIÓN Y DISPOSICIÓN DE TODA CLASE DE BIENES MUEBLES, CONCESIONES Y DERECHOS DE AGUAS, LOS INMUEBLES QUE PERMITIEREN LAS LEYES MEXICANAS Y DERECHOS PERSONALES O REALES QUE SEAN NECESARIOS O CONVENIENTES PARA LA REALIZACIÓN DE LOS OBJETOS DE LA SOCIEDAD……. QUINTA: LA DURACIÓN DE LA SOCIEDAD ES DE 99 (NOVENTA Y NUEVE) AÑOS, CONTADOS A PARTIR DE LA FECHA DE SU CONSTITUCIÓN……SEXTA: EL CAPITAL SOCIAL ES: MÍNIMO FIJO LA CANTIDAD DE $ 30,000.00 (TREINTA MIL PESOS 00/100 MONEDA NACIONAL), REPRESENTADO POR LAS PARTES SOCIALES QUE EN ASAMBLEA DE SOCIOS SE ESTABLEZCAN, CON VALOR DESIGUAL, PERO DE IGUAL CATEGORÍA, CADA UNA SUSCRITAS Y PAGADAS TOTALMENTE POR LOS SOCIOS FUNDADORES CONFORME A LO EXPUESTO POSTERIORMENTE EN ESTA ASAMBLEA, Y EL CAPITAL VARIABLE MÁXIMO ES ILIMITADO……LAS CANTIDADES CAPTADAS, PROVENIENTES DEL IMPORTE DE LAS PARTES SOCIALES QUE REPRESENTAN EL CAPITAL SOCIAL QUEDAN EN LA CAJA DE LA SOCIEDAD BAJO LA GUARDA Y RESPONSABILIDAD DE LOS GERENTES DE LA SOCIEDAD……PARA PROCEDER A LOS AUMENTOS Y DISMINUCIONES DEL CAPITAL SOCIAL, DE CONFORMIDAD CON LO DISPUESTO POR EL

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ARTÍCULO 216 (DOSCIENTOS DIECISÉIS) DE LA LEY GENERAL DE SOCIEDADES MERCANTILES, SE ACTUARÁ EN LA FORMA SIGUIENTE:.....A).-EL CAPITAL SOCIAL MÍNIMO SERÁ DE $ 30,000.00 (TREINTA Y MIL PESOS 00/100 MONEDA NACIONAL) Y BAJO NINGÚN CONCEPTO O CIRCUNSTANCIA PODRÁ SER MENOR A ESA CIFRA, EL CAPITAL MÁXIMO SERÁ ILIMITADO.....B).- ES FACULTAD DE LA ASAMBLEA DE SOCIOS ACORDAR LOS AUMENTOS DEL CAPITAL SOCIAL, EN LOS TÉRMINOS DE LA FRACCIÓN X (DÉCIMA) DEL ARTICULO 78 (SETENTA Y OCHO) DE LA LEY GENERAL DE SOCIEDADES MERCANTILES; LOS RELATIVOS A AUMENTO DE CAPITAL SERÁN PROTOCOLIZABLES, NO REGISTRABLES; CUANDO SE REFIERAN A DISMINUCIONES DE CAPITAL SERÁN ACORDADOS POR LA PROPIA ASAMBLEA GENERAL DE SOCIOS Y LOS ACUERDOS RELATIVOS SERÁN PROTOCOLIZABLES Y REGISTRABLES.....C).- TODO AUMENTO O DISMINUCIÓN DEL CAPITAL SOCIAL SERÁ INSCRITO EN EL LIBRO DE REGISTRO QUE MENCIONA EL ARTÍCULO 219 (DOSCIENTOS DIECINUEVE) DE LA LEY GENERAL DE SOCIEDADES MERCANTILES.....D).- ACORDADO EL AUMENTO DEL CAPITAL SOCIAL, LOS SOCIOS TENDRÁN DERECHO A SUSCRIBIRLO EN RELACIÓN PROPORCIONAL A LA PARTE SOCIAL QUE POSEAN, SOLO QUE NO EJERCITEN ESTE DERECHO SE ADMITIRÁN OTRAS PERSONAS QUE HAGAN LA SUSCRIPCIÓN Y SE CONVIERTAN EN SOCIOS EN LOS TÉRMINOS Y EN LAS CONDICIONES QUE DETERMINE LA ASAMBLEA, Y ENSEGUIDA LO ESTABLECIDO POR LOS ESTATUTOS DE ESTA SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE.....E).- TRATÁNDOSE DEL RETIRO PARCIAL O TOTAL DE UN SOCIO EN RELACIÓN A SUS APORTACIONES, SE ESTARÁ A LO DISPUESTO POR LOS ARTÍCULOS 220 (DOSCIENTOS VEINTE) Y 221 (DOSCIENTOS VEINTIUNO) DE LA LEY GENERAL DE SOCIEDADES MERCANTILES.....F).- CADA AUMENTO DE CAPITAL SOCIAL SE SUJETARÁ A UN MÉTODO QUE PUEDA IDENTIFICARSE EN FORMA INDUDABLE RESPECTO DE LOS QUE EXISTAN; CADA DISMINUCIÓN PROVOCARÁ EL PROCEDIMIENTO A LA INVERSA, REINTEGRANDO EL VALOR DE LAS PARTES SOCIALES QUE SE CANCELEN POR ACUERDO DE ASAMBLEA GENERAL DE SOCIOS, A QUIEN CORRESPONDA.....G).- PARA ADMITIR NUEVOS SOCIOS O PERSONAS QUE DESEEN INSERTARSE A LA SOCIEDAD CON ESA CALIDAD, SERÁ MENESTER QUE LOS SOCIOS FUNDADORES O LOS QUE POSTERIORMENTE SE INTEGREN COMO TALES, SEGÚN SEA EL CASO; CONSIENTAN EN ELLO Y TAMBIÉN QUIENES TENGAN EL CARÁCTER DE SOCIO TENDRÁN DERECHO DE PREFERENCIA PARA ADQUIRIR LAS PARTES SOCIALES DE LA SOCIEDAD, CON EXCEPCIÓN DE LAS QUE SE TRANSMITAN POR SUCESIÓN.....SÉPTIMA: LAS PARTES SOCIALES PODRÁN TRANSMITIRSE TOTAL O PARCIALMENTE MEDIANTE CESIÓN ORDINARIA Y SIEMPRE QUE MEDIE EL ACUERDO DE TODOS LOS SOCIOS. LOS SOCIOS TENDRÁN SIEMPRE EL DERECHO DEL TANTO QUE DEBERÁ EJERCITARSE EN UN PLAZO DE 15 (QUINCE) DÍAS, A CONTAR DE LA FECHA EN QUE SE NOTIFICÓ LEGALMENTE LA CESIÓN; SI FUEREN VARIOS LOS SOCIOS QUE QUISIEREN USAR DE ESTOS DERECHOS, LES CORRESPONDERÁ A TODOS EN PROPORCIÓN AL VALOR DE SUS RESPECTIVAS PARTES SOCIALES.....OCTAVA: LA SOCIEDAD LLEVARÁ UN LIBRO ESPECIAL DE SOCIOS, CON FUNDAMENTO EN LO DISPUESTO POR EL ARTÍCULO 73 (SETENTA Y TRES) DE LA LEY GENERAL DE SOCIEDADES MERCANTILES.....LAS TRANSMISIONES NO SURTIRÁN EFECTOS PARA TERCEROS HASTA QUE HAYAN SIDO INSCRITAS EN EL LIBRO RESPECTIVO CITADO.....DÉCIMA: LOS SOCIOS PODRÁN PACTAR A FAVOR DE LA SOCIEDAD LAS PRESTACIONES ACCESORIAS QUE CONSIDEREN CONVENIENTES EN LOS TÉRMINOS DE LO

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ESTABLECIDO EN EL SEGUNDO PÁRRAFO DEL ARTICULO 70 (SETENTA) DE LA LEY GENERAL DE SOCIEDADES MERCANTILES.....DÉCIMA PRIMERA: LOS SOCIOS TENDRÁN DERECHOS Y OBLIGACIONES, RESPECTO DE LA SOCIEDAD, EN LOS TÉRMINOS QUE ASÍ LO CONVENGAN DE SUS RESPECTIVAS APORTACIONES Y LES ESTÁ PROHIBIDO DAR FIANZAS POR SI O POR LA SOCIEDAD SALVO POR EL CURSO NORMAL DE LOS NEGOCIOS DE LA SOCIEDAD AL ALCANCE PERMITIDO POR LA LEY APLICABLE, EN LA INTELIGENCIA DE QUE GOZARÁN DE UN VOTO POR CADA $ 10.00 (DIEZ PESOS 00/100 MONEDA NACIONAL) DE SU PARTE SOCIAL.....TODO SOCIO POR EL SIMPLE HECHO DE SERLO, SE SOMETE Y QUEDA SUJETO A LO ESTABLECIDO EN ESTOS ESTATUTOS SOCIALES Y A LAS RESOLUCIONES LEGALMENTE APROBADAS POR LA ASAMBLEA DE SOCIOS Y EL (LOS) GERENTE(S), DENTRO DE SUS FACULTADES, SIN PERJUICIO DE LOS DERECHOS QUE LES CONFIERE LA LEY GENERAL DE SOCIEDADES MERCANTILES EN LO APLICABLES A SU GENERO DE SOCIEDAD.....DÉCIMA SEGUNDA: LA ADMINISTRACIÓN Y DIRECCIÓN DE LA SOCIEDAD ESTARÁ ENCOMENDADA A UNO O MAS GERENTES, QUIENES PODRÁN SER SOCIOS O AJENOS DE LA SOCIEDAD, DURARÁN EN SU ENCARGO MIENTRAS NO LES SEA REVOCADO SU NOMBRAMIENTO, Y TENDRÁN LAS FACULTADES Y ATRIBUCIONES QUE SE ESTABLECEN EN EL SIGUIENTE ARTÍCULO, SIN PERJUICIO DE QUE LA ASAMBLEA DE SOCIOS PUEDE DELIMITAR O EXPANDIR SUS FACULTADES EN EL ACTO DE SU DESIGNACIÓN O POSTERIORMENTE.....DÉCIMA TERCERA: LOS GERENTES SON LOS REPRESENTANTES DE LA SOCIEDAD, Y TENDRÁN LAS FACULTADES QUE REQUIERAN PARA QUE LA SOCIEDAD DESARROLLE SU OBJETO SOCIAL CONFORME LAS REGLAS SIGUIENTES: .....A).- LAS DESIGNACIONES DE GERENTES SON Y ÚNICAMENTE PUEDEN SER MODIFICADOS POR LA ASAMBLEA DE SOCIOS: "GERENTE GENERAL", GE[illegible] EJECUTIVO".....B).- LA ASAMBLEA DE SOCIOS ES EL ÓRGANO SUPREMO DE [illegible] SOCIEDAD Y POR TAL PUEDE OTORGAR PODERES Y HACER DESIGNACIONES [illegible] APODERADOS SIN LIMITE Y NINGÚN GERENTE U OTRO APODERADO PUEDE MODIFICAR [illegible] DICHOS PODERES Y DESIGNACIONES, SIN APROBACIÓN PREVIA DE LA ASAMBLEA DE SOCIOS.....LA ASAMBLEA DE SOCIOS PUEDE CANCELAR Y MODIFICAR [illegible] DESIGNACIONES Y AUTORIDAD DE CUALQUIER GERENTE U OTRO APODERADO DE LA SOCIEDAD MEDIANTE UNA ASAMBLEA DE SOCIOS, EN LA QUE RESOLVERÁ DICHA CANCELACIÓN, MODIFICACIÓN U OTORGAMIENTO DEL PODER CORRESPONDIENTE A TERCERO PARA QUE LO REALICE EN LOS TÉRMINOS QUE DETERMINE LA ASAMBLEA DE SOCIOS.....C).- LOS GERENTES QUE SE NOMBREN TENDRÁN EN FORMA MANCOMUNADA LAS SIGUIENTES FACULTADES, SALVO QUE LA ASAMBLEA DE SOCIOS DETERMINE OTRA COSA Y QUEDAN FACULTADOS PARA REPRESENTAR A LA SOCIEDAD ANTE TODA CLASE DE AUTORIDADES JUDICIALES, ADMINISTRATIVAS Y DEL TRABAJO; PARA ADMINISTRAR LOS BIENES DE LA SOCIEDAD, PARA EJECUTAR ACTOS DE DOMINIO SOBRE ESOS MISMOS BIENES; PARA SUSCRIBIR, OTORGAR Y AVALAR TÍTULOS DE CRÉDITO Y PARA CONFERIR PODERES GENERALES O ESPECIALES Y REVOCARLOS, ASÍ COMO PARA ABRIR Y CERRAR TODO TIPO DE CUENTAS BANCARIAS Y GIRAR CONTRA ELLAS, ASÍ COMO AUTORIZAR A LA PERSONA O PERSONAS QUE GIREN CONTRA LAS CUENTAS DE LA SOCIEDAD EN LOS SIGUIENTES TÉRMINOS:.....I).- PODER GENERAL PARA PLEITOS Y COBRANZAS, DE CONFORMIDAD CON EL PRIMER PÁRRAFO DEL ARTÍCULO 2,554 (DOS MIL QUINIENTOS CINCUENTA Y CUATRO) DEL CÓDIGO CIVIL PARA EL DISTRITO FEDERAL Y DE SUS CORRELATIVOS EN TODOS Y CADA UNO DE LOS CÓDIGOS CIVILES

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DE LAS DEMÁS ENTIDADES FEDERATIVAS DE LOS ESTADOS UNIDOS MEXICANOS..... II).- **PODER GENERAL PARA ACTOS DE ADMINISTRACIÓN**, DE CONFORMIDAD CON LO PREVISTO EN EL SEGUNDO PÁRRAFO DEL ARTÍCULO 2,554 (DOS MIL QUINIENTOS CINCUENTA Y CUATRO) DEL CÓDIGO CIVIL PARA EL DISTRITO FEDERAL Y DE SUS CORRELATIVOS.....: III).- **PODER GENERAL PARA PLEITOS Y COBRANZAS Y PARA ACTOS DE ADMINISTRACIÓN EN MATERIA LABORAL** DE CONFORMIDAD CON LOS DOS PRIMEROS PÁRRAFOS DEL ARTÍCULO 2,554 (DOS MIL QUINIENTOS CINCUENTA Y CUATRO) DEL CÓDIGO CIVIL PARA EL DISTRITO FEDERAL, ASÍ COMO DE SU ARTÍCULO CORRELATIVO Y CONCERNIENTE..... IV).- **PODER GENERAL PARA ACTOS DE DOMINIO, DE CONFORMIDAD CON LO SEÑALADO EN EL TERCER PÁRRAFO DEL ARTÍCULO 2,554** (DOS MIL QUINIENTOS CINCUENTA Y CUATRO) DEL CÓDIGO CIVIL PARA EL DISTRITO FEDERAL, EN LOS TÉRMINOS DEL ARTICULO 2,831 (DOS MIL OCHOCIENTOS TREINTA Y UNO) DEL CÓDIGO CIVIL PARA EL ESTADO DE SONORA Y DE SUS CORRELATIVOS..... V).- **PODER PARA OTORGAR, SUSCRIBIR, ACEPTAR, GIRAR, EMITIR, ENDOSAR Y AVALAR TODA CLASE DE TÍTULOS DE CRÉDITO** EN NOMBRE DE LA SOCIEDAD, DE CONFORMIDAD CON EL ARTÍCULO 9 (NUEVE) DE LA LEY GENERAL DE TÍTULOS Y OPERACIONES DE CRÉDITO..... VI).- PODER PARA ABRIR, MANEJAR Y CANCELAR CUENTAS BANCARIAS Y DE VALORES A NOMBRE DE LA SOCIEDAD, ASÍ COMO PARA HACER DEPÓSITOS Y GIRAR CONTRA ELLAS Y DESIGNAR PERSONAS QUE GIREN EN CONTRA DE LAS MISMAS..... VII).- **PODER PARA OTORGAR Y REVOCAR PODERES** SEGÚN LO CONSIDEREN CONVENIENTE, **CON O SIN FACULTADES DE SUSTITUCIÓN**..... VIII).- SE INCLUYEN DE MANERA ENUNCIATIVA MÁS NO LIMITATIVA ADEMÁS DE LAS SEÑALADAS, LAS FACULTADES SIGUIENTES..... EJECUTAR ACTOS DE DOMINIO, TALES COMO VENDER, HIPOTECAR O DE CUALQUIER OTRA MANERA ENAJENAR, GRAVAR O PIGNORAR LOS BIENES DE LA SOCIEDAD.....SUSCRIBIR TÍTULOS DE CRÉDITO EN CUALQUIER CARÁCTER, EN TÉRMINOS DE LA FRACCIÓN I DEL ARTÍCULO 9 (NUEVE) DE LA LEY GENERAL DE TÍTULOS Y OPERACIONES DE CRÉDITO. PRESTAR DINERO, DAR FIANZA, COMPRAR A PLAZO Y EFECTUAR OPERACIONES DE CRÉDITO, ASÍ COMO SUSCRIBIR TÍTULOS DE CRÉDITO.....EJERCER LA DIRECCIÓN, MANEJO Y CONTROL GENERAL DE LOS NEGOCIOS DE LA SOCIEDAD Y LA ADMINISTRACIÓN DE SUS PROPIEDADES, VIGILANDO EL CUMPLIMIENTO DE TODA CLASE DE CONTRATOS Y CONVENIOS QUE TENGAN POR OBJETO LLEVAR A CABO LOS FINES DE LA SOCIEDAD..... PREPARAR, APROBAR Y SOMETER AL COMISARIO Y A LOS ACCIONISTAS, LAS CUENTAS, INFORMES Y ESTADOS FINANCIEROS EN LA FORMA REQUERIDA POR LA LEY Y RECOMENDAR Y PROPONER A LOS ACCIONISTAS LAS RESOLUCIONES QUE SEAN CONSIDERADAS ACONSEJABLES PARA LA SOCIEDAD.....SUGERIR LOS PLANES Y POLÍTICAS QUE DEBERÁN SER SEGUIDOS POR LA SOCIEDAD, PRINCIPALMENTE LOS RELATIVOS A LA COMPRA, VENTA Y ARRENDAMIENTO, GRAVAMEN, HIPOTECA Y TRASPASO DE TODA CLASE DE BIENES MUEBLES E INMUEBLES, DERECHOS, CONCESIONES, FRANQUICIAS, OBTENCIÓN DE PRÉSTAMOS, ASÍ COMO TODOS LOS DEMÁS ACTOS ADMINISTRATIVOS NECESARIOS O ACONSEJABLES PARA EL DESARROLLO DE LOS OBJETOS SOCIALES.....NOMBRAR Y REMOVER LIBREMENTE A LOS FUNCIONARIOS Y EMPLEADOS DE LA SOCIEDAD, MODIFICAR SUS FACULTADES Y FIJAR SUS EMOLUMENTOS.....DELEGAR, EN TODO O EN PARTE, SUS FACULTADES A CUALQUIER PERSONA FÍSICA O MORAL, INDIVIDUO, GERENTE Y OTRO FUNCIONARIO O APODERADO Y OTORGAR Y REVOCAR

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PODERES GENERALES Y ESPECIALES, EN CUALQUIER MATERIA, INCLUYENDO LA MATERIA LABORAL.....DÉCIMA SÉPTIMA: LA ASAMBLEA GENERAL DE SOCIOS DESIGNARÁ UNO O MÁS COMISARIOS DE LA SOCIEDAD.....DÉCIMA OCTAVA: LA ASAMBLEA DE SOCIOS ES EL ÓRGANO SUPREMO DE LA SOCIEDAD, DEBERÁ REUNIRSE POR LO MENOS UNA VEZ AL TÉRMINO DE CADA EJERCICIO SOCIAL.....TENDRÁ LAS FACULTADES QUE SE EXPRESAN EN EL ARTÍCULO 78 (SETENTA Y OCHO) DE LA LEY GENERAL DE SOCIEDADES MERCANTILES, QUE SON: " I.- DISCUTIR, APROBAR, MODIFICAR O REPROBAR EL BALANCE GENERAL CORRESPONDIENTE AL EJERCICIO SOCIAL CLAUSURADO Y TOMAR, CON ESTOS MOTIVOS, LAS MEDIDAS QUE JUZGUEN OPORTUNAS; II.- PROCEDER AL REPARTO DE UTILIDADES; III.- NOMBRAR Y REMOVER A LOS GERENTES; IV.- DESIGNAR, EN SU CASO, EL CONSEJO DE VIGILANCIA; V.- RESOLVER SOBRE LA DIVISIÓN Y AMORTIZACIÓN DE LAS PARTES SOCIALES; VI.- EXIGIR, EN SU CASO, LAS APORTACIONES SUPLEMENTARIAS Y LAS PRESTACIONES ACCESORIAS; VII.- INTENTAR CONTRA LOS ÓRGANOS SOCIALES O CONTRA LOS SOCIOS LAS ACCIONES QUE CORRESPONDAN PARA EXIGIR DAÑOS Y PERJUICIOS; VIII.- MODIFICAR EL CONTRATO SOCIAL; IX.- CONSENTIR EN LAS CESIONES DE PARTES SOCIALES Y EN LA ADMISIÓN DE NUEVOS SOCIOS; X.- DECIDIR SOBRE LOS AUMENTOS Y REDUCCIONES DEL CAPITAL SOCIAL; XI.- DECIDIR SOBRE LA DISOLUCIÓN DE LA SOCIEDAD; XII.- LAS DEMÁS QUE LES CORRESPONDAN CONFORME A LA LEY APLICABLE O AL CONTRATO SOCIAL..... ..... CUANDO TODOS LOS SOCIOS ESTUVIEREN REUNIDOS NO SERÁ NECESARIA PREVIA CONVOCATORIA..... C L Á U S U L A S T R A N S I T O R I A S.....PRIMERA: "TCC1, LLC." A TRAVÉS DE SU APODERADO, EL SEÑOR JAMES J. HINKELDEY SUSCRIBE Y PAGA UNA PARTE SOCIAL DEL CAPITAL SOCIAL FIJO CON VALOR DE $3,000.00 (TRES MIL PESOS 00/100 MONEDA NACIONAL)....."TCC2, LLC." A TRAVÉS DE SU APODERADO, EL SEÑOR JAMES J. HINKELDEY SUSCRIBE Y PAGA UNA PARTE SOCIAL DEL CAPITAL SOCIAL FIJO CON VALOR DE $27,000.00 (VEINTISIETE MIL PESOS 00/100 MONEDA NACIONAL).....TOTAL: 02 (DOS) PARTES SOCIALES DE DIFERENTE VALOR, DE IGUAL CATEGORÍA, QUE REPRESENTAN EL CAPITAL SIN DERECHO A RETIRO DE $30,000.00 (TREINTA MIL PESOS 00/100 MONEDA NACIONAL).....SEGUNDA: LOS SOCIOS REPRESENTADOS POR SU APODERADO, CONSTITUIDOS EN LA PRIMERA ASAMBLEA GENERAL ORDINARIA DE SOCIOS, TOMARON LOS SIGUIENTES ACUERDOS:.....1) DESIGNARON A JASON TODD MOGLER, GERENTE GENERAL Y A JAMES J. HINKELDEY, GERENTE EJECUTIVO, QUIENES GOZARÁN POR VIRTUD DE SUS RESPECTIVOS CARGOS, EN FORMA SEPARADA LAS FACULTADES ESTABLECIDAS EN EL ARTÍCULO DÉCIMO TERCERO DE LOS ESTATUTOS SOCIALES..... 2) DESIGNARON COMO COMISARIO O MIEMBRO ÚNICO DEL COMITÉ DE VIGILANCIA A MEGAN MCCORMICK.....3) LOS SOCIOS FUNDADORES CONVINIERON QUE NO SE RESERVAN DERECHO O PRIVILEGIO ALGUNO EN LA SOCIEDAD COMO SOCIOS FUNDADORES DE ELLA.....TERCERA: SE LE OTORGAN A LA CONTADORA MARÍA JESÚS PORTILLO CASTILLO FACULTADES PARA REPRESENTAR A LA SOCIEDAD ANTE TODA CLASE DE AUTORIDADES, CIVILES, JUDICIALES, ADMINISTRATIVAS Y DEL TRABAJO; TENIENDO DE MANERA ENUNCIATIVA, MÁS NO LIMITATIVA LOS SIGUIENTES PODERES:.....A) PODER GENERAL PARA PLEITOS Y COBRANZAS..... B).- PODER GENERAL PARA ACTOS DE ADMINISTRACIÓN, DE CONFORMIDAD CON LO PREVISTO EN EL SEGUNDO PÁRRAFO DEL ARTÍCULO 2,831 .....DE FORMA ENUNCIATIVA Y NO LIMITATIVA LOS APODERADOS

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GOZARÁN DE UN PODER GENERAL PARA ACTOS DE ADMINISTRACIÓN A SE[illegible] QUE CONCURRAN ANTE LA SECRETARÍA DE HACIENDA Y CRÉDITO PÚBLICO, SERVICIO DE ADMINISTRACIÓN TRIBUTARIA..... ASIMISMO, PARA QUE COMPAREZCAN ANTE LA SECRETARÍA DE ECONOMÍA Y/O REGISTRO NACIONAL DE INVERSIÓN EXTRANJERA (RNIE).....PERSONALIDAD..... FE NOTARIAL.....".----------

--- B).- Primer Testimonio de la Escritura Pública 8,614 (ocho mil seiscientos catorce) volumen 127 (ciento veintisiete) de 30 (treinta) de Abril de 2010 (dos mil diez), pasada ante la fe del Licenciado Osvaldo René Ortega Félix, titular de la Notaría Pública Cuarenta y dos, con ejercicio y residencia en la ciudad de Puerto Peñasco, en la que se consignó la protocolización de un acta de asamblea que se celebró el 30 (treinta) de Abril de 2010 (dos mil diez), en la que entre otros acuerdos otorgaron los siguientes cargos: Gerente General al señor James Jeffrey Hinkeldey; Gerente Ejecutivo al señor Jason Todd Mogler y como Gerente Corporativo al señor Brian Nelson Buckley.----------

--- En vista de la documentación que me fue presentada por el señor **JAMES JEFFREY HINKELDEY**, y que se ha relacionado en los párrafos precedentes, el Suscrito Notario CERTIFICO Y DOY FE de que la sociedad mercantil que comparece al acto a través de su apoderado fue legalmente constituida de acuerdo a la ley aplicable, además que dotó de las facultades necesarias y suficientes al apoderado para comparecer en su representación a la celebración de este acto, aunado lo anterior a que el apoderado manifiesta en este acto bajo protesta de decir verdad que las facultades de que goza no le han sido revocadas o limitadas en forma alguna.----------

----------**FE NOTARIAL**----------

--- I.- Que a juicio del Suscrito Notario tanto el vendedor como el Apoderado de la compradora, tienen plena capacidad para contratar y obligarse y por ende celebrar el presente acto jurídico.----------

--- II.- Que lo inserto y relacionado en la presente escritura, concuerda fielmente con sus originales, mismos que tuve a la vista, a los cuales me remito en obvio de repeticiones innecesarias y que para mayor ilustración agrego en copia certificada al apéndice y a los testimonios que de esta escritura se expidan en el siguiente orden y bajo:----------

--- Letra "A", el acuerdo de voluntades de las partes.----------

--- Letra "B", el Titulo de propiedad del inmueble que se enajena.--------

--- Letra "C", Notificación de primera enajenación para ejercer el derecho del tanto.----------

--- Letra "D", Oficio expedido por el Director de Desarrollo Urbano y Ecología de Puerto Peñasco, Sonora.----------

--- Letra "E", Avalúo Bancario.----------

--- III.- Que respecto al Impuesto Sobre la Renta por enajenación de la presente operación, el vendedor acreditó encontrarse en el supuesto de exención previsto por la Ley para el caso, por las siguientes consideraciones:----------

--- a).- Se trata de primera enajenación posterior a la adquisición del

• C O T E J A D O •

dominio pleno.----------

--- b).- El vendedor reúne la calidad de Ejidatario.----------

--- c).- Consta que adquirió el dominio pleno tal como se advierte del titulo de propiedad respectivo que se agrega bajo letra "B".----------

--- d).- El adquirente es persona ajena al ejido.----------

--- e).- Lo que se enajena es únicamente terreno, y no existen construcciones de ningún tipo en él.----------

--- f).- El precio pactado para la operación no es menor al de avalúo bancario, tal como se advierte del mismo que se agrega bajo letra "E".----

--- IV.- Que hice a los comparecientes, las advertencias legales correspondientes a sus obligaciones fiscales y su obligación de conducirse con verdad ante el Suscrito Notario, quienes, por sus generales manifestaron ser:----------

--- **JOSÉ LUIS BOLAÑOS GARCÍA**, mexicano, originario de El Rosario, Sinaloa donde nació el 21 (veintiuno) de Junio de 1950 (mil novecientos cincuenta), Soltero, Empleado, con domicilio en calle del Rayo número 1804 (mil ochocientos cuatro), Fraccionamiento Jardines de San Marcos, en Mexicali, Baja California, quien se encuentra en transito por esta ciudad y se identificó con la documental que se agrega tanto al apéndice como a los testimonios que de esta escritura se expidan bajo letra "F".----------

--- **ALICIA SOTO SANDOVAL**, mexicana, originaria de El Altillo, Ocoroni, Sinaloa, donde nació el 14 (catorce) de Noviembre de 1954 (mil novecientos cincuenta y cuatro), Soltera, dedicada al hogar, con domicilio en calle del Rayo número 1804 (mil ochocientos cuatro), Fraccionamiento Jardines de San Marcos, en Mexicali, Baja California, quien se encuentra en tránsito por esta ciudad y se identificó con la documental que se agrega también al apéndice como a los testimonios que de esta escritura se expidan también bajo la letra "F".----------

--- **JAMES JEFFREY HINKELDEY** quien dijo también haberse ostentado en otros actos como **JAMES J. HINKELDEY**, ser estadounidense, originario de Flushing, Nueva York, donde nació el 06 (seis) de Agosto de 1952 (mil novecientos cincuenta y dos), empresario, casado, con domicilio en 8800 (ocho mil ochocientos) East Chaparral Road, suite número 270 (doscientos setenta), Scottsdale, Arizona, quien se encuentra en transito por esta ciudad y se identificó con pasaporte número 307678875 (tres, cero, siete, seis, siete, ocho, ocho, siete, cinco), expedido a su favor por el Departamento de Estado de los Estados Unidos de América y acreditó su legal estancia en el pais con forma migratoria número 108951 (uno, cero, ocho, nueve, cinco, uno), expedida a su favor por el Instituto Nacional de Migración, de los Estados Unidos Mexicanos, documentos de los que se agrega copia tanto al apéndice como a los testimonios que de esta escritura se expidan bajo letra "G".----------

--- La Licenciada **MARIANA ESPERANZA VALENZUELA GUERRERO**, quien funge como **PERITO TRADUCTOR**, en el presente acto jurídico, manifestó ser mexicana, originaria de Tijuana, Baja California, donde nació el 28 (veintiocho) de

MOGLER-000416

Lic. Andrés Octavio Ibarra Salgado TITULAR DE LA NOTARIA PUBLICA NUMERO 99 Nogales, Sonora, México.

Octubre de 1978 (mil novecientos setenta y ocho) soltera, con domicilio en calle Higueras número 38-B (treinta y ocho guión B), en esta ciudad, quien se identificó con credencial para votar con fotografía número 0223063536705 (cero, dos, dos, tres, cero, seis, tres, cinco, tres, seis, siete, cero, cinco), expedida a su favor por el Instituto Federal Electoral.----------

--- **L E Í D A** que fue la presente escritura por los comparecientes y habiéndoles explicado el valor y consecuencias legales de su contenido, expresaron su conformidad con ella, ratificando y firmando ante mí la presente escritura el día otorgamiento.- DOY FE.----------

--- **JOSÉ LUIS BOLAÑOS GARCÍA.- FIRMADO.- ALICIA SOTO SANDOVAL.- FIRMADO.- "LA PARTE VENDEDORA".- "PHOENIX PREMIUM DEVELOPERS" SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE.- REPRESENTADA POR SU GERENTE GENERAL: JAMES JEFFREY HINKELDEY** Quien dijo también haberse ostentado en otros actos como: **JAMES J. HINKELDEY.- FIRMADO.- "LA PARTE COMPRADORA".- MARIANA ESPERANZA VALENZUELA GUERRERO.- FIRMADO.- PERITO TRADUCTOR.- LIC. ANDRÉS OCTAVIO IBARRA SALGADO.- NOTARIO PÚBLICO NOVENTA Y NUEVE.- FIRMADO.- SELLO NOTARIAL.**----------

--- EN LA HEROICA CIUDAD DE NOGALES, SONORA, MÉXICO, SIENDO LOS 15 (QUINCE) DIAS DEL MES DE FEBRERO DEL AÑO 2012 (DOS MIL DOCE). CUBIERTO EL IMPUESTO DE TRASLACIÓN DE DOMINIO, QUE ASCENDIO A LA CANTIDAD DE $206,000.00 *(DOSCIENTOS SEIS MIL PESOS 00/100 M.N.) SEGÚN FORMA DE PAGO,* SE AUTORIZA LA PRESENTE ESCRITURA. DOY FE.----------

--- **LIC. ANDRÉS OCTAVIO IBARRA SALGADO.- NOTARIO PÚBLICO NOVENTA Y NUEVE.- FIRMADO.- SELLO NOTARIAL.**----------

Ibarra Salgado NOTARIA NUMERO 99 Sonora, México.

* C O T E J A D O

SIN TEXTO

DOCUMENTO: ESCRITURA PUBLICA 16816, FECHA 21-12-2011
FEDATARIO: ANDRES OCTAVIO IBARRA SALGADO

EN LA CIUDAD DE PUERTO PEÑASCO, SONORA SE HACE CONSTAR QUE QUED INCORPORADA LA DOCUMENTACION QUE AMPARA EL PRESENTE, FORMADA CON 44 FOLIOS

COMPRA VENTA

EN LA SECCION REGISTRO INMOBILIARIO, LIBRO UNO
NUMERO DE INSCRIPCION 41871 DEL VOLUMEN 3656
SIENDO LAS 11:55 HORAS DEL DIA 26 DE MARZO DE 2012

DEL REGISTRO PUBLICO DE LA PROPIEDAD DE ESTE DISTRITO JUDICIAL EN EL ESTADO DE SONORA. PAGO DE DERECHOS $62,317.50 SEGUN SU ORDEN DE PAGO 91311 DE FECHA 05-03-2012, RECIBO OFICIAL CJ610007-1222 DE FECHA 12-03-2012

LO QUE AUTORIZO Y FIRMO PARA CONSTANCIA

REGISTRADOR SUPLENTE LA OFICINA JURISDICCIONAL DE PUERTO PEÑASCO, SONORA

LIC. CARLOS TORRES CARRANZA

CALIFICO: CARLOS TORRES CARRANZA
REGISTRO: CARLOS TORRES CARRANZA

GOBIERNO DEL ESTADO DE SONORA
SECRETARIA DE HACIENDA
INSTITUTO CATASTRAL Y REGISTRAL
REGISTRO PUBLICO DE LA PROPIEDAD
PUERTO PEÑASCO, SONORA

CROQUIS DE LOCALIZACIÓN

Octavio
tigado
A NOTARIA
MERO 90
Sonora.

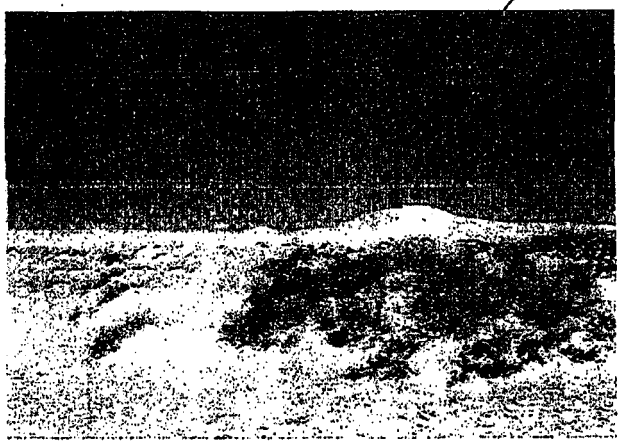
Location

BANCO ... POR MAS, S.A.

AVALÚO AGROPECUARIO

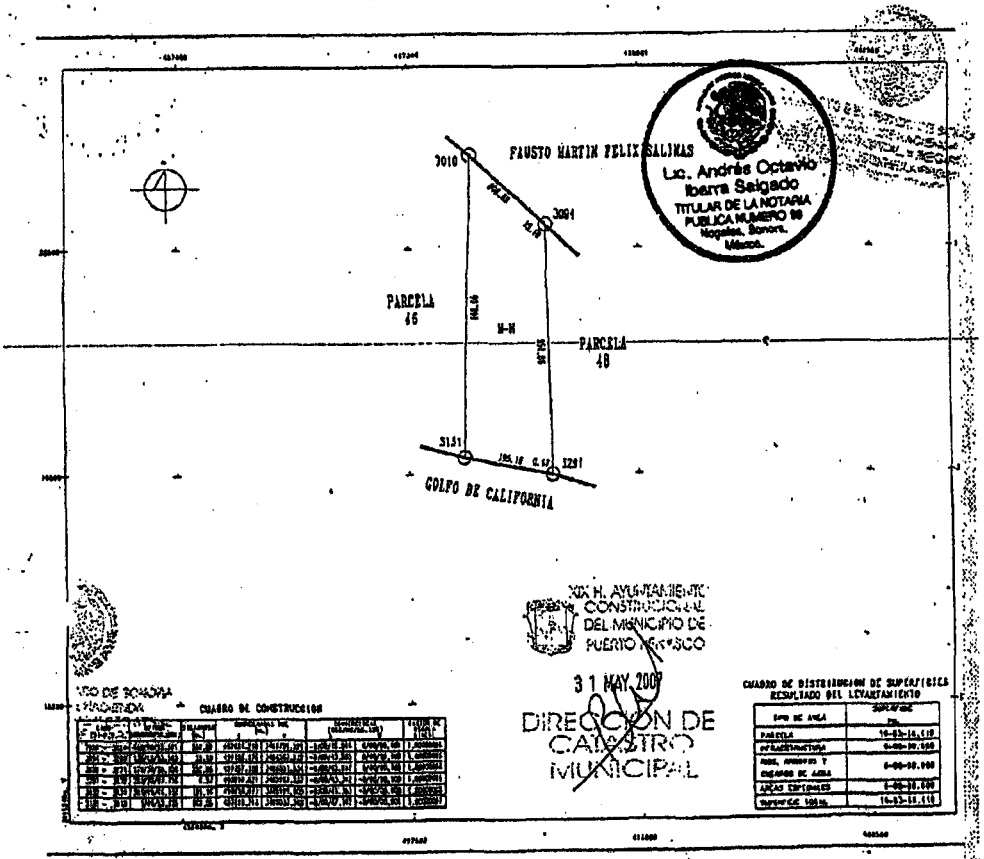
10=83=68.61 has. de terreno rústico ubicado en la parcela No. 47, del Ejido Vicente Guerrero, del municipio de San Luis Rio Colorado, Sonora. Con Clave ejidal No. 47 Z5 P1/1.

VISTA DE NORTE A SUR



VISTA DE SUR A NORTE

BANCO ... MAS, S.A.



EN LOS TERMINOS DE LOS ARTICULOS 84 Y 86 DE LA LEY AGRARIA, PARA LA PRIMERA ENAJENACION DE LA PROPIEDAD AMPARADA POR ESTE TITULO, DEBERA RESPETARSE EL DERECHO DEL TANTO Y QUE DICHA VENTA SE EFECTUE CUANDO MENOS AL PRECIO DE REFERENCIA QUE ESTABLEZCA LA COMISION DE AVALUOS DE BIENES NACIONALES O CUALQUIER INSTITUCION DE CREDITO. CONFORMIDAD CON LO DISPUESTO POR LOS ARTICULOS 87 Y 89 DE LA LEY AGRARIA Y 47 DE LA LEY GENERAL DE ASENTAMIENTOS HUMANOS, DE ENCONTRARSE LA PROPIEDAD UBICADA EN EL AREA DE CRECIMIENTO DE UN CENTRO DE POBLACION, INCORPORACION AL DESARROLLO URBANO DEBERA SUJETARSE A LAS LEYES, REGLAMENTOS Y PLANES VIGENTES EN MATERIA ASENTAMIENTOS HUMANOS, Y RESPETARSE EL DERECHO DE PREFERENCIA DEL GOBIERNO DEL ESTADO Y MUNICIPIO.

COTEJADO

NOTARIZED CERTIFICATION OF
TRUE AND ACCURATE TRANSLATION

S45A: REAL ESTATE PURCHASE AGREEMENT

I, Juan Vaquer Jr.: a United States Courts Federally Certified and Superior Court of Arizona/Maricopa County Qualified English and Spanish court interpreter; an American Translators Association (ATA) Certified Translator from Spanish into English and from English into Spanish; a University of Arizona National Center for Interpretation Testing, Research and Policy (U of A/NCITRP) Certified Medical Interpreter in English and Spanish; and a National Association of Judiciary Interpreters and Translators (NAJIT) Certified Spanish and English Interpreter and Translator; providing my services through the **KATHY HANSEN INTERPRETING & TRANSLATION SERVICES** agency,

— CERTIFY —

that I have performed the attached ***translation from Spanish into English*** of **Document S45A: Real Estate Sales Agreement**; that this service has been provided at the request of **Karen Houle, CLA,** Legal Assistant Supervisor for the Securities Division of the **Arizona Corporation Commission,** located in **Phoenix, Arizona;** that I am qualified to perform the aforementioned translation to the best of my knowledge, skill, ability and experience; and that the translation was professionally reviewed by Kathy Hansen, M.A. The translation was rendered and reviewed by September 11th, 2013, in the City of Phoenix, County of Maricopa, State of Arizona, United States of America.

Qualified Maricopa County/State of Arizona Superior Court Interpreter (Spanish< >English)
Certified Federal Court Interpreter & Translator (Spanish< >English)
Certified ATA Translator (Spanish>English & English>Spanish)
Certified NCITRP Medical Interpreter (Spanish< >English)
Certified NAJIT Judiciary Interpreter & Translator (Spanish< >English)

for **KATHY HANSEN INTERPRETING & TRANSLATION SERVICES**

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this tenth (10th) day of September, 2013, before me personally appeared Juan Vaquer Jr., whose identity was proved to me on the basis of satisfactory evidence to be the person whose name appears on this document, and who acknowledged that he signed the above document.

Margaret Murray
Notary Public

MARGARET MURRAY
County of Maricopa
Notary Public
Commission #268580
My Commission Expires
October 31, 2014

EXHIBIT
S-45(b)
ADMITTED

EXHIBIT 18 MOGLER 8/24/18

---DEED 16,816 (ONE SIX EIGHT ONE SIX)----------
---VOLUME 71 (SEVENTY-ONE).---------- ----------
---In Nogales, Sonora, on the 21st (twenty-first) day of December, 2011 (two thousand eleven), before me: **ANDRES OCTAVIO IBARRA SALGADO**, Esq., Notary Public Number Ninety-Nine, a resident of this Municipality and practicing within the Notarial Territory assigned to the Nogales, Sonora, Court District---**BE IT KNOWN**, that under the provisions of Article 43 (forty-three) of the Notary Statute in force in the State of Sonora, a SALES AGREEMENT was entered, its contents hereunder abstracted:----------
---A).-**SELLER:** Mr. **JOSE LUIS BOLANOS GARCIA**, accompanied by Ms. **ALICIA SOTO SANDOVAL**.----
---B).-**BUYER:** ***"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE*** **(A LIMITED LIABILITY CORPORATION)**, represented by its General Manager, Mr. **JAMES JEFFREY HINKELDEY**, who stated he has also appeared in other proceedings as **JAMES J. HINKELDEY**.---------- ----------
---C).-**PROPERTY:** Parcel Number 47 Z5 P1/1 (four seven "Z" five "P" one slash one), located on farming cooperative Ejido Vicente Guerrero, Municipality of San Luis Rio Colorado, State of Sonora, with a surface area of 10-86-68.61 ha (ten hectares, eighty-six ares, sixty-eight point sixty-one centares).----------
---D).-**PROPERTY HISTORY:** Title Deed number 2,589 (two five eight nine), issued by the Delegate of the National Farmland Registry, entered in the Public Registry of Property and Commerce of the San Luis Rio Colorado, Sonora, Court District under number 2,506 (two five zero six), Volume 19 (nineteen), in the Real Estate Records Section, Book 6 (six), on the 10th (tenth) day of August, 2007 (two thousand seven).----------
---E).**PURCHASE PRICE:** MX$ 10,300,000.00 (ten million three hundred thousand and 00/100 Mexican pesos, national currency).----------
---I HAVE ATTACHED THE ORIGINAL DEED AS EXHIBIT "A" TO THE APPENDIX OF THIS PACKAGE, SIGNED BEFORE ME BY THE APPEARING PARTIES ON THE DATE ISSUED.-ATTESTED.----------
ANDRES OCTAVIO IBARRA SALGADO, ESQ.-NOTARY PUBLIC NINETY-NINE.----------
SIGNED.-NOTARY SEAL.----------
ISSUED IN THE HEROIC CITY OF NOGALES, SONORA, MEXICO, ON THE 15TH (FIFTEENTH) DAY OF THE MONTH OF FEBRUARY IN THE YEAR 2012 (TWO THOUSAND TWELVE). TITLE CONVEYANCE ASSESSMENT HAVING BEEN PAID IN THE AMOUNT OF $206,000.00 (TWO HUNDRED SIX THOUSAND AND 00/100 PESOS, NAT'L. CURR.), BASED ON EVIDENCE OF PAYMENT, THIS DEED HAS BEEN APPROVED. ATTESTED.------
ANDRES OCTAVIO IBARRA SALGADO, ESQ.-NOTARY PUBLIC NINETY-NINE.----------
SIGNED.-NOTARY SEAL.----------
---PACKAGE APPENDIX EXHIBIT "A".----------
---DEED 16,816 (ONE SIX EIGHT ONE SIX).----------
---VOLUME 71 (SEVENTY-ONE).----------

VERIFIED

---In Nogales, Sonora, on the 21st (twenty-first) day of December, 2011 (two thousand eleven), before me: **ANDRES OCTAVIO IBARRA SALGADO**, Esq., Notary Public Number Ninety-Nine, a resident of this Municipality and practicing within the Notarial Territory assigned to the Nogales, Sonora, Court District---**be it known** that:----------

---T H E R E A P P E A R E D:- **Mr. JOSE LUIS BOLANOS GARCIA**, hereafter known as "THE SELLER", accompanied by **Ms. ALICIA SOTO SANDOVAL**; and for the other part, **Mr. JAMES J. HINKELDEY**, on behalf of and representing ***"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE*** **(A LIMITED LIABILITY CORPORATION)**, hereafter known as "THE BUYER".----------

---**Mr. JOSE LUIS BOLANOS GARCIA**, who stated having acquired while single the real estate property to be purchased through this instrument, nevertheless currently remaining in a single marital status, at the request of the Seller has been accompanied by **Ms. ALICIA SOTO SANDOVAL**, with whom he currently lives together, and who made her appearance to express her agreement with the legal proceeding intended by this instrument, for all suitable legal purposes that may arise therefrom.----------

---In my judgment, the appearing Parties are legally competent to enter into agreements and grant the rights granted in this proceeding, pursuant to the Law; and, having previously sworn to tell the truth, they were duly warned, pursuant to Article 44 (forty-four) Section II (Second) Subsection E, and Article 62 (sixty-two) of the Notary Statute in force in the State of Sonora, that providing false testimony before a Notary Public may incur in criminal penalties provided for in Article 205 (two zero five), Section I (First), of the Criminal Code for the State of Sonora.----------

---That, since **Mr. JAMES JEFFREY HINKELDEY**, who stated he has also appeared in other proceedings as **JAMES J. HINKELDEY**, General Manager of ***"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE*** **(A LIMITED LIABILITY CORPORATION)**, does not speak the Spanish language, he appeared assisted by **Ms. ESPERANZA VALENZUELA GUERRERO**, who shall take part in these proceedings as an **EXPERT INTERPRETER**; and----------

---T H E Y S T A T E D: That, the Seller appearing on his own respective right, and the Buyer appearing under the averred respective representation, they both have come before the undersigned Notary Public, entering into the Purchase Agreement contained in this Package, pursuant to the following:----------

----------R E P R E S E N T A T I O N S----------

---I.-**Mr. JOSE LUIS BOLANOS GARCIA** stated that he is the legitimate owner, holding full title and in possession of Parcel Number 47 Z5 P1/1 (four seven "Z" five "P" one slash one), located on farming cooperative Ejido Vicente Guerrero, Municipality of San Luis Rio Colorado, State of Sonora, with a surface area of 10-86-68.61 ha (ten hectares, eighty-six ares, sixty-eight point sixty-one centares), under the following metes and bounds:---

---To the Northeast, 223.99 m. (two hundred thirty-three meters, ninety-nine centimeters) along a jagged line with Fausto Martin Felix Salinas;----------
---To the East, 552.86 m. (five hundred fifty-two meters eighty-six centimeters) along Parcel 48 (forty-eight);----------
---To the Southwest, 195.73 m. (one hundred ninety-five meters seventy-three centimeters) along a jagged line with the Gulf of California; and----------
---To the West, 668.05 m. (six hundred sixty-eight meters five centimeters) along Parcel 46 (forty-six).----------
---II.-**"THE SELLER", Mr. JOSE LUIS BOLANOS GARCIA**, further stated that he acquired said property while single, through Title Deed number 2,589 (two five eight nine), issued on the 02nd (second) day of February, 2007 (two thousand seven), by the Delegate of the National Farmland Registry, entered in the Public Registry of Property and Commerce of the San Luis Rio Colorado, Sonora, Court District under number 2,506 (two five zero six), Volume 19 (nineteen), in the Real Estate Records Section, Book 6 (six), on the 10th (tenth) day of August, 2007 (two thousand seven), which has been attached as Exhibit "B" to the Appendix of this Package, as well as to true copies on the Notary's Records.------
---**III.-"THE SELLER", Mr. JOSE LUIS BOLANOS GARCIA**, stated that the real estate property to be conveyed is free and clear of liens and encumbrances, and up to date in its property tax payments.----------
---IV.-**"THE SELLER", Mr. JOSE LUIS BOLANOS GARCIA**, further stated that, this being the first conveyance of the real estate property after having acquired full title thereof, before these proceedings were performed, and pursuant to Article 84 (eighty-four) of the Farmland Act, he notified the appropriate Farmland Audit Board in order to notify any and all who may avail himself or herself of the right of first refusal by way of notice dated the 10th (tenth) day of August, 2007 (two thousand seven), the corresponding Farmland Commissariat as well as the Audit Council of the Ejido Vicente Guerrero farming cooperative of the Municipality of San Luis Rio Colorado, State of Sonora, issuing the appropriate Certificates, which documents have been attached to the Appendix of this Package, as well as to the true copies on the Notary's Records, as Exhibit "C", which content is herein held to be incorporated by reference to preclude unnecessary repetition.----------
---V.-**"THE SELLER", Mr. JOSE LUIS BOLANOS GARCIA**, further stated that the Director of Urban Development and Ecology issued a statement under document number 0431 (zero four three one), dated the 30th (thirtieth) day of April, 2009 (two thousand nine), declaring the land being conveyed has not been reserved for future population center development, which document has been attached as Exhibit "D" to the Appendix as well as to all true copies of this Package.----------
---VI. **Mr. JEFFREY HINKELDEY**, as General Manager of ***"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE*** **(A LIMITED LIABILITY CORPORATION)**, stated that he is personally acquainted with the real estate property indicated in Representation I (First), and that he appeared----------

VERIFIED

of his own free will in these proceedings, since his Principal is interested in acquiring said property.----------
---HAVING STATED THE FOREGOING AND AGREED THERETO, the Parties have further agreed to the following:----------
----------T E R M S A N D C O N D I T I O N S----------
---**FIRST: Mr. JOSE LUIS BOLANOS GARCIA,** with the explicit consent of **Ms. ALICIA SOTO SANDOVAL, SELLS AND OFFICIALLY CONVEYS** to ***"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE* (A LIMITED LIABILITY CORPORATION)**, which, through its General Manager, Mr. **JAMES JEFFREY HINKELDEY,** who stated he has also appeared in other proceedings as **JAMES J. HINKELDEY,** thereby acquires for itself, free nd clear from liens and encumbrances, Parcel Number 47 Z5 P1/1 (four seven "Z" five "P" one slash one), located on farming cooperative Ejido Vicente Guerrero, Municipality of San Luis Rio Colorado, State of Sonora, with a surface area of 10-86-68.61 ha (ten hectares, eighty-six ares, sixty-eight point sixty-one centares), with the metes and bounds stated in Representation I (First) of this Package, whose data is hereby incorporated by reference, for all suitable legal purposes that may arise therefrom.----------
---**SECOND:** The Parties agree that this purchase shall convey all customs, usages, improvements, fixtures, appurtenances, easements and any further rights and uses pertaining to the purchased real estate property in fact and under the Law.----------
---**THIRD:** The sales price shall be 10,300,000.00 (ten million three hundred thousand and 00/100 pesos, national currency), that **"THE SELLER"** stated having duly received from **"THE BUYER"** to the former's fullest satisfaction, this deed standing as the most reliable receipt that shall safely confirm said transaction.----------
---**FOURTH:** The Parties agree that the price stated in the foregoing term is fair and legal, that they each have acted of his own free will in this Agreement, that they each have acted under no undue influence or misunderstanding, thereby waiving rescission relief by termination or mitigation, as well as the terms to exercise said relief indicated in Articles 18 (eighteen), 65 (sixty-five), 1,952 (one nine five two) et seq. of the Civil Code for the State of Sonora.----------
---**FIFTH: "THE SELLER"** shall be liable for restitution under this sale in case of eviction, in the manner prescribed by Law.----------
---**SIXTH:** Both Parties agree to all the terms and conditions of this Deed, **"THE BUYER"** acknowledging receipt of the real estate property being acquired with the right to take legal and actual possession of the same, upon signing this Agreement, which shall stand as the property deed conveying legal title to **"THE BUYER"**.----------
---**SEVENTH:** Both Parties agree that all expenses, taxes, duties and fees arising from entering this Agreement shall be paid by **"THE BUYER"**, except the Income Tax, which shall be paid by **"THE SELLER"**, who documented its----------

exempt status by meeting the requirements set forth in Article 86 (eighty-six) of the Farmland Statute, as indicated on the documents attached to this Package to be subsequently specified.----------

---**EIGHTH:** APPLICABLE LEGISLATION AND JURISDICTION: Both Parties agree to submit to the terms and conditions of this Agreement; and that, in case conflicts shall arise in its construction and/or application, they will submit in the alternative to local farming and civil laws. They shall hereby submit to courts with venue in Nogales, Sonora, waiving any other jurisdiction that may attach based on current or subsequent residence.----------

----------A U T H O R I T Y----------

---I. **Mr. JAMES JEFFREY HINKELDEY,** who stated he has also appeared in other proceedings as **JAMES J. HINKELDEY,** documents his authority for his appearance, and the legal existence of his Principal, ***"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE* (A LIMITED LIABILITY CORPORATION)**, with:----------

---A). True Copy of Public Deed 10,240 (one zero two four zero), Volume 39 (thirty-nine), issued on the 16th (sixteenth) day of October, 2008 (two thousand eight), sworn before the undersigned Notary Public and entered in the Public Registry of Property and Commerce of Puerto Penasco, Sonora, under Electronic Business Folio number 2367*13 [sic] (two three six seven), on the 23rd (twenty-third) day of February, 2009 (two thousand nine), whereof I transcribe the following:----------

---"*... BEFORE ME, ANDRES OCTAVIO IBARRA SALGADO, ESQ., NOTARY PUBLIC NUMBER NINETY-NINE, PRACTICING AND RESIDING IN THIS MUNICIPALITY, THERE APPEARED MR. JAMES J. HINKELDEY, REPRESENTING FOREIGN LEGAL ENTITIES "TCC1, LLC." AND "TCC2, LLC," WHOSE LEGAL EXISTENCE AND AUTHORITY WILL BE SUBSEQUENTLY DOCUMENTED... APPEARING TO ESTABLISH A LIMITED LIABILITY CORPORATION, FOR WHICH PURPOSE HE HAS SHOWN ME PERMIT NUMBER 2603200 (TWO SIX ZERO THREE TWO ZERO ZERO), FILE 20072605191... THAT, THE APPEARING PARTY NOT SPEAKING THE SPANISH LANGUAGE, HE HAS APPEARED ASSISTED BY MS. DANITZA MARIANA SEGUNDO MOLINA, WHO SHALL TAKE PART IN THESE PROCEEDINGS AS AN EXPERT INTERPRETER... R E C I T A L S... ONLY. THE APPEARING PARTY, MR. JAMES J. HINKELDEY, AGENT FOR FOREIGN LEGAL ENTITIES "TCC1, LLC." AND "TCC2, LLC.", IN COMPLIANCE WITH ARTICLE 27 (TWENTY-SEVEN) OF THE FEDERAL REVENUE CODE, STATES THAT HIS PRINCIPALS ARE NOT LISTED UNDER THE FEDERAL TAXPAYERS REGISTER:... THAT, SINCE THE PRINCIPALS' LEGAL RESIDENCE IS FOREIGN, THEY ARE NOT BOUND TO BE LISTED UNDER THE FEDERAL TAXPAYERS REGISTER... WHEREUPON THIS CORPORATION SHALL SUBMIT TO REVENUE OFFICERS, WITHIN THE FIRST QUARTER AFTER THE END OF EACH FISCAL YEAR, A LIST OF STOCKHOLDERS RESIDING ABROAD, STATING THEIR ADDRESSES, REVENUE RESIDENCES AND TAXPAYER IDENTIFICATION NUMBERS... FIRST: THE NAME OF THE CORPORATION SHALL BE "PHOENIX PREMIUM DEVELOPERS", WHICH SHALL*----------

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IN ALL INSTANCES BE FOLLOWED BY THE DESIGNATION "SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE" (LIMITED LIABILITY CORPORATION), INDICATING ITS BUSINESS FORM, OR SIMPLY THE ABBREVIATION "S. DE R. L. DE C. V." (LLC)... SECOND: THE REGISTERED OFFICE OF THE CORPORATION SHALL BE LOCATED IN PUERTO PENASCO, SONORA... THIRD: THE CORPORATION HAS BEEN ESTABLISHED UNDER MEXICAN NATIONALITY; AND BY THIS EXPRESS AGREEMENT, ANY CURRENT OR FUTURE STOCKHOLDERS OF THE CORPORATION HEREBY ESTABLISHED ARE FORMALLY BOUND TO BE CONSIDERED AS NATIONAL STOCKHOLDERS BY THE DEPARTMENT OF FOREIGN AFFAIRS, IN TERMS OF ANY SHARES AND RIGHTS THEY MAY PURCHASE OR OWN IN THIS CORPORATION, AS WELL AS ANY ASSETS, RIGHTS, LICENSES, SHARES OR INTERESTS THE CORPORATION MAY HOLD, OR ANY RIGHTS AND LIABILITIES INCURRED BEFORE MEXICAN OFFICIALS ARISING FROM AGREEMENTS TO WHICH THE CORPORATION MAY BE A PART; AND THEREUPON WAIVE INVOKING PROTECTION FROM THEIR RESPECTIVE NATIONAL GOVERNMENTS, UNDER PENALTY OF OTHERWISE FORFEITING TO THE MEXICAN NATION ANY CORPORATE SHARES THEY MAY HAVE ACQUIRED... FOURTH: THE BUSINESS PURPOSE OF THE CORPORATION SHALL BE: A) BUYING, SELLING, LEASING, DEVELOPING AND COMMERCIALLY USING LAND AND ALL SORTS OF IMPROVEMENTS THEREUPON, AND EXPLOITING, MANAGING AND/OR BUILDING CONDOMINIUMS, HOTELS, TIMESHARES, MOTELS, MOBILE HOME PARKS, RECREATION AREAS, HOUSES, APARTMENTS OR PRIVATE RESIDENCES, AND DEVELOPING SIMILAR OR RELATED ACTIVITIES, IN MEXICO AS WELL AS ABROAD, UNDER APPLICABLE LAW... B) BUYING, SELLING, LEASING AND USING ALL SORTS OF SPORTS EQUIPMENT, VEHICLES AND VESSELS FOR BUSINESS AND RECREATIONAL PURPOSES, AND DEVELOPING SIMILAR OR RELATED ACTIVITIES, IN MEXICO AS WELL AS ABROAD, UNDER APPLICABLE LAW... C) PROVIDING ALL SORTS OF ADMINISTRATIVE, PLANNING, ORGANIZING, INVESTIGATING, COORDINATION AND SUPERVISION SERVICES, AS WELL AS SIMILAR OR RELEVANT SERVICES, UNDER APPLICABLE LAW... Q) ACQUIRING, USING AND DISPOSING OF ALL SORTS OF PERSONAL PROPERTY, LICENSES, WATER RIGHTS, ALL REAL ESTATE ALLOWED BY MEXICAN LAW, AS WELL AS PERSONAL OR REAL PROPERTY RIGHTS NECESSARY OR CONVENIENT TO ACCOMPLISH CORPORATE PURPOSES... FIFTH: THE TERM OF OPERATION OF THE CORPORATION SHALL BE 99 (NINETY-NINE) YEARS FROM THE DATE OF ESTABLISHMENT... SIXTH: CORPORATE CAPITALIZATION SHALL BE: MINIMUM CAPITALIZATION SHALL BE $ 30,000.00 (THIRTY THOUSAND AND 00/100 PESOS, NATIONAL CURRENCY), BASED ON CORPORATE SHARES DETERMINED IN A STOCKHOLDERS MEETING, WITH DIFFERENT VALUES YET EQUAL FORM, EACH BEING UNDERWRITTEN AND FULLY PAID BY CHARTER STOCKHOLDERS PURSUANT TO FURTHER AGREEMENT IN SAID MEETING, WITH UNLIMITED MAXIMUM CAPITALIZATION... MONIES COLLECTED FROM STOCKHOLDERS REPRESENTING CAPITALIZATION SHALL BE DEPOSITED IN CORPORATE FUNDS UNDER THE KEEP AND RESPONSIBILITY OF CORPORATE MANAGERS... INCREASING AND DECREASING CAPITALIZATION, AS PROVIDED FOR UNDER----------

ARTICLE 216 (TWO ONE SIX) OF THE BUSINESS ENTITIES ACT, SHALL BE PERFORMED AS FOLLOWS:... A).-MINIMUM CAPITALIZATION SHALL BE SET AT $ 30,000.00 (THIRTY THOUSAND AND 00/100 PESOS, NATIONAL CURRENCY), AND UNDER NO CIRCUMSTANCES MAY IT BE ANY LOWER THAN SAID AMOUNT; MAXIMUM CAPITALIZATION SHALL BE UNLIMITED... B).-STOCKHOLDERS MEETINGS SHALL HAVE THE AUTHORITY TO AGREE TO INCREASES IN CAPITALIZATION, UNDER THE TERMS OF SECTION X (TENTH), ARTICLE 78 (SEVENTY-EIGHT) OF THE BUSINESS ENTITIES ACT; CAPITALIZATION INCREASE AGREEMENTS SHALL BE NOTARIZED, NOT RECORDED; CAPITALIZATION REDUCTION AGREEMENTS SHALL BE AGREED BY THE REGULAR STOCKHOLDERS MEETING, AND THE RELEVANT AGREEMENTS SHALL BE PERFECTED BY NOTARIZATION AND RECORDING... C).-ANY CAPITALIZATION INCREASE OR DECREASE SHALL BE ENTERED IN THE RECORDS BOOK INDICATED ON ARTICLE 219 (TWO ONE NINE) OF THE BUSINESS ENTITIES ACT... D).-STOCKHOLDERS SHALL BE ENTITLED TO UNDERWRITE CAPITALIZATION INCREASE AGREEMENTS PROPORTIONALLY TO THEIR RESPECTIVE CORPORATE SHARES, AND NO NEW UNDERWRITERS OR STOCKHOLDERS SHALL BE ADMITTED UNLESS THE CURRENT STOCKHOLDERS WAIVE THEIR RIGHTS, UNDER THE TERMS AND CONDITIONS SET FORTH BY THE MEETING, PURSUANT TO THE BYLAWS OF THIS LIMITED LIABILITY CORPORATION... E).-A STOCKHOLDER PARTIALLY OR TOTALLY WITHDRAWING HIS OR HER SHARES SHALL ACT PURSUANT TO DISPOSITIONS OF ARTICLES 220 (TWO TWO ZERO) AND 221 (TWO TWO ONE) OF THE BUSINESS ENTITIES ACTS... F).-ALL CAPITALIZATION INCREASES SHALL BE PERFORMED SUBJECT TO AN UNQUESTIONABLE METHOD AMONG THOSE AVAILABLE; ALL CAPITALIZATION DECREASES WILL ENGAGE SAID PROCEDURE IN REVERSE, RESTORING CORPORATE SHARES CANCELLED TO THOSE ENTITLED BY REGULAR STOCKHOLDERS AGREEMENT... G).-ADMITTING NEW STOCKHOLDERS, OR INDIVIDUALS ATTEMPTING TO JOIN THE CORPORATION UNDER SAID CONDITIONS, WILL REQUIRE CHARTER STOCKHOLDERS, OR STOCKHOLDERS SUBSEQUENTLY JOINING THE CORPORATION, ACCORDINGLY, AGREEING TO THEIR ADMISSION; FURTHERMORE, ALL STOCKHOLDERS SHALL HAVE THE RIGHT OF FIRST REFUSAL TO ACQUIRE CORPORATE SHARES NOT CONVEYED BY INHERITANCE... SEVENTH: STOCK SHARES MAY BE TRANSFERRED FULLY OR PARTIALLY BY STANDARD TRANSFERS, PROVIDED UNANIMOUS STOCKHOLDERS AGREEMENT IS OBTAINED. STOCKHOLDERS SHALL ALWAYS HAVE THE RIGHT OF FIRST REFUSAL, WHICH MUST BE EXERCISED WITHIN 15 (FIFTEEN) DAYS FROM THE DATE IN WHICH TRANSFER WAS LEGALLY NOTIFIED; IF SEVERAL STOCKHOLDERS WOULD AVAIL THEMSELVES OF THEIR RIGHTS, THEY SHALL BE ENTITLED IN PROPORTION TO THEIR RESPECTIVE STOCK SHARES... EIGHTH: THE CORPORATION SHALL KEEP A SPECIAL STOCKHOLDERS JOURNAL, PURSUANT TO DISPOSITIONS OF ARTICLE 73 (SEVENTY-THREE) OF THE BUSINESS ENTITIES ACT... TRANSFERS SHALL NOT BECOME EFFECTIVE FOR THIRD PARTIES UNTIL REGISTERED IN THE AFOREMENTIONED JOURNAL... TENTH: STOCKHOLDERS MAY AGREE ON CONVENIENCE SHAREHOLDER LOANS TO THE CORPORATION, PURSUANT TO TERMS----------

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SET FORTH UNDER THE SECOND PARAGRAPH OF ARTICLE 70 (SEVENTY) OF THE BUSINESS ENTITIES ACT... ELEVENTH: STOCKHOLDERS SHALL HOLD RIGHTS AND RESPONSIBILITIES TOWARD THE CORPORATION UNDER THE TERMS AGREED BY THEIR RESPECTIVE SHARES, AND THEY SHALL BE FORBIDDEN TO PROVIDE SECURITIES FOR THEMSELVES OR FOR THE CORPORATION EXCEPT IN THE NORMAL COURSE OF CORPORATE BUSINESS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN THE UNDERSTANDING THAT THEY SHALL BE ENTITLED TO ONE VOTE FOR EVERY $10.00 (TEN & 00/100 PESOS, NATIONAL CURRENCY) OF THEIR CORPORATE SHARES... EACH AND EVERY STOCKHOLDER, BY THE VERY FACT OF SHARE HOLDING, SHALL BE SUBJECT TO ALL PROVISIONS OF CORPORATE BY-LAWS AND RESOLUTIONS LEGALLY AGREED UPON BY STOCKHOLDERS MEETINGS OR MANAGER(S), WITHIN THEIR POWERS, NOTWITHSTANDING RIGHTS CONFERRED BY THE BUSINESS ENTITIES ACT IN TERMS OF THEIR BUSINESS ORGANIZATION... TWELFTH: CORPORATE MANAGEMENT AND OPERATION IS ENTRUSTED TO ONE OR MORE MANAGERS, WHO MAY OR MAY NOT BE STOCKHOLDERS, AND WHO SHALL DISCHARGE THE DUTIES OF THEIR POSITIONS UNTIL AND UNLESS THEIR APPOINTMENTS BE REVOKED, AND SHALL BE ENTITLED TO THE POWERS AND DUTIES SET FORTH UNDER THE FOLLOWING ARTICLE, NOTWITHSTANDING THE AUTHORITY OF THE STOCKHOLDERS MEETING TO RESTRICT OR ENHANCE THEIR POWERS UPON THEIR APPOINTMENT OR AFTERWARDS... THIRTEENTH: MANAGERS ARE CORPORATE REPRESENTATIVES, AND SHALL HOLD ALL NECESSARY POWERS TO ACHIEVE ITS BUSINESS PURPOSES UNDER THE FOLLOWING RULES:... A).-MANAGER TITLES ARE GRANTED, AND MAY ONLY BE MODIFIED, BY STOCKHOLDERS MEETING AGREEMENT: "GENERAL MANAGER", "CHIEF EXECUTIVE OFFICER"... B).-THE STOCKHOLDERS MEETING IS THE HIGHEST RULING BODY OF THE CORPORATION, AND MAY THEREFORE GRANT POWERS, INCLUDING AGENCY AND POWERS OF ATTORNEY, WITHOUT RESTRICTION; AND NO MANAGER OR ANY OTHER AGENT OR ATTORNEY-IN-FACT MAY MODIFY SAID POWERS AND TITLES WITHOUT PREVIOUS APPROVAL OF THE STOCKHOLDERS MEETING... THE STOCKHOLDERS MEETING MAY REVOKE AND MODIFY TITLES AND POWERS OF ANY MANAGER OR ANOTHER CORPORATE AGENT BY HOLDING A MEETING ADDRESSING SAID REVOCATION, MODIFICATION OR GRANTING OF RELEVANT POWERS TO A THIRD PARTY, TO BE DISCHARGED UNDER THE TERMS SET FORTH BY THE STOCKHOLDERS MEETING... C).-APPOINTED MANAGERS SHALL HOLD JOINTLY THE FOLLOWING POWERS, UNLESS THE STOCKHOLDERS MEETING MAY OTHERWISE AGREE, AND SHALL BE ENTITLED TO REPRESENT THE CORPORATION BEFORE ANY AND ALL JUDICIAL, ADMINISTRATIVE AND LABOR OFFICIALS: TO MANAGE CORPORATE ASSETS AND PERFORM OWNERSHIP ACTIVITIES WITH SAID ASSETS; TO WRITE, GRANT AND SECURE CORPORATE BONDS, TO GRANT AND REVOKE GENERAL OR SPECIAL POWERS, TO OPEN AND CLOSE ALL SORTS OF BANK ACCOUNTS AND DRAFT FROM THEM, AS WELL AS TO AUTHORIZE ANY AND ALL INDIVIDUALS WHO MAY DRAFT FROM CORPORATE ACCOUNTS UNDER THE FOLLOWING TERMS AND CONDITIONS:... I).-FULL CLAIMS AND COLLECTIONS AUTHORITY, PURSUANT TO THE FIRST PARAGRAPH OR ARTICLE 2554 (TWO FIVE FIVE FOUR) OF THE CIVIL CODE IN THE FEDERAL DISTRICT AND ITS COUNTERPARTS IN EACH AND EVERY CIVIL CODE----------

IN THE OTHER COMPRISING FEDERAL POLITIES OF THE MEXICAN STATES... II).-FULL AUTHORITY IN MANAGEMENT ACTIVITIES, AS PROVIDED FOR UNDER THE SECOND PARAGRAPH OF ARTICLE 2554 (TWO FIVE FIVE FOUR) OF THE CIVIL CODE IN THE FEDERAL DISTRICT AND ITS COUNTERPARTS... III).-FULL CLAIMS AND COLLECTIONS AUTHORITY IN ADMINISTRATIVE LABOR ISSUES, PURSUANT TO THE FIRST TWO PARAGRAPHS OF ARTICLE 2554 (TWO FIVE FIVE FOUR) OF THE CIVIL CODE IN THE FEDERAL DISTRICT, AS WELL AS ITS RELEVANT COUNTERPARTS... IV).-FULL AUTHORITY IN OWNERSHIP ISSUES, PURSUANT TO PROVISIONS SET FORTH UNDER THE THIRD PARAGRAPH OF ARTICLE 2554 (TWO FIVE FIVE FOUR) OF THE CIVIL CODE IN THE FEDERAL DISTRICT, UNDER THE TERMS OF ARTICLE 2831 (TWO EIGHT THREE ONE) OF THE CIVIL CODE IN THE STATE OF SONORA, AND ITS COUNTERPARTS... V).-FULL AUTHORITY TO GRANT, WRITE, ACCEPT, DRAFT, ISSUE, ENDORSE AND SECURE ALL CORPORATE BONDS ON BEHALF OF THE CORPORATION, PURSUANT TO ARTICLE 9 (NINE) OF THE BONDS AND CREDIT TRANSACTIONS ACT... VI).-AUTHORITY TO OPEN, MANAGE AND CANCEL BANK AND INVESTMENT ACCOUNTS ON BEHALF OF THE CORPORATION, AS WELL AS TO DEPOSIT INTO AND DRAFT FROM THEM, TO APPOINT INDIVIDUALS WHO MAY DRAFT FROM THE SAME... VII).-AUTHORITY TO GRANT AND REVOKE POWERS AS DEEMED CONVENIENT, WITH OR WITHOUT POWERS OF APPOINTING SUBSTITUTE AGENTS... VIII).-INCLUDING, BESIDES THE FOREGOING, THE FOLLOWING POWERS AMONG OTHERS... PERFORMING OWNERSHIP ACTIONS, SUCH AS SELLING, MORTGAGING OR OTHERWISE CONVEYING, ENCUMBERING OR PLEDGING... UNDERWRITING BONDS OF ANY TYPE, PURSUANT TO SECTION I, ARTICLE 9 (NINE) OF THE BONDS AND CREDIT TRANSACTIONS ACT; LENDING MONEY, PROVIDING SURETIES, BUYING ON INSTALLMENTS AND PERFORMING CREDIT TRANSACTIONS, AS WELL AS UNDERWRITING BONDS... DIRECTING, MANAGING AND GENERALLY CONTROLLING CORPORATE BUSINESS AND ASSETS MANAGEMENT, OBSERVING COMPLIANCE OF ALL CONTRACTS AND AGREEMENTS ENTERED INTO FOR THE ACHIEVEMENT OF CORPORATE BUSINESS PURPOSES... PREPARING, APPROVING AND SUBMITTING TO THE AUDITOR AND STOCKHOLDERS ALL ACCOUNTS, REPORTS AND FINANCIAL STATEMENTS AS PRESCRIBED BY LAW; RECOMMENDING AND PROPOSING TO STOCKHOLDERS RESOLUTIONS DEEMED ADVISABLE FOR THE CORPORATION... SUGGESTING PLANS AND POLICIES TO BE FOLLOWED BY THE CORPORATION, PARTICULARLY THOSE RELATED TO PURCHASING, SELLING, LEASING, ENCUMBERING, MORTGAGING AND TRANSFERRING REAL ESTATE AND PERSONAL PROPERTY, RIGHTS, LICENSES, FRANCHISES, SECURING LOANS, AS WELL AS ALL OTHER MANAGERIAL ACTIONS NECESSARY OR ADVISABLE FOR DEVELOPING ITS BUSINESS PURPOSES... APPOINTING AND FREELY DISCHARGING CORPORATE OFFICERS AND EMPLOYEES, MODIFYING THEIR POWERS AND DETERMINING THEIR COMPENSATION... DELEGATING PARTIALLY OR TOTALLY THEIR POWERS TO ANY PHYSICAL OR LEGAL ENTITY, INDIVIDUAL, MANAGER AND ANY OTHER OFFICER OR AGENT; GRANTING AND REVOKING--------

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GENERAL AND SPECIAL POWERS FOR ANY ISSUES, INCLUDING LABOR ISSUES... SEVENTEENTH: THE STOCKHOLDERS MEETING SHALL APPOINT ONE OR MORE CORPORATE AUDITORS... EIGHTEENTH: THE STOCKHOLDERS MEETING IS THE HIGHEST RULING BODY OF THE CORPORATION, WHICH SHALL MEET AT LEAST ONCE AT THE END OF THE CORPORATE FISCAL YEAR... IT SHALL HOLD THE POWERS SET FORTH UNDER ARTICLE 78 (SEVENTY-EIGHT) OF THE BUSINESS ENTITIES ACT, WHICH ARE: "I.-DISCUSSING, APPROVING, MODIFYING OR NOT APPROVING THE BALANCE SHEET FOR THE ENDING CORPORATE FISCAL YEAR, AND ACTING THEREUPON AS DEEMED CONVENIENT; II.-DISTRIBUTING PROFITS; III.-APPOINTING AND REMOVING MANAGERS; IV.-APPOINTING, AS APPROPRIATE, AN AUDIT COUNCIL; V.-AGREEING RESOLUTIONS ON CORPORATE SHARE DIVISION AND AMORTIZATION; VI.-DEMANDING, AS APPROPRIATE, SUPPLEMENTAL SHARE FUNDING AND MEMBER LOANS; VII.-PURSUING APPROPRIATE CLAIMS AGAINST CORPORATE BODIES OR MEMBERS FOR DAMAGES; VIII.-AMENDING SHAREHOLDERS AGREEMENT; IX.-AGREEING TO CORPORATE SHARE ASSIGNMENTS AND NEW MEMBERS ADMISSION; X.-RESOLVING CAPITALIZATION INCREASES OR REDUCTIONS; XI.-RESOLVING CORPORATE DISSOLUTION; XII.-OTHERS AS APPROPRIATE, PURSUANT TO APPLICABLE LAW OR SHAREHOLDERS AGREEMENT... WHEN ALL SHAREHOLDERS SHALL BE PRESENT AT A MEETING, PUBLISHING PRIOR NOTICE OF MEETING SHALL NOT BE NECESSARY... T R A N S I T I O N A L P R O V I S I O N S... FIRST: "TCC1, LLC.", THROUGH ITS AGENT, MR. JAMES J. HINKELDEY, UNDERWRITES AND FUNDS A SHARE OF FIXED CORPORATE CAPITAL, IN THE AMOUNT OF $3,000.00 (THREE THOUSAND AND 00/100 PESOS, NATIONAL CURRENCY)... "TCC2, LLC.", THROUGH ITS AGENT, MR. JAMES J. HINKELDEY, UNDERWRITES AND FUNDS A SHARE OF FIXED CORPORATE CAPITAL, IN THE AMOUNT OF $27,000.00 (TWENTY-SEVEN THOUSAND AND 00/100 PESOS, NATIONAL CURRENCY... TOTAL: 02 (TWO) CORPORATE SHARES OF DIFFERENT VALUES YET EQUAL FORM, REPRESENTING THE NON-REDEEMABLE CAPITAL STOCK OF $30,000.00 (THIRTY THOUSAND AND 00/100 PESOS, NATIONAL CURRENCY)... SECOND: THE STOCKHOLDERS, REPRESENTED BY THEIR AGENT, HOLDING THE FIRST REGULAR STOCKHOLDERS MEETING, VOTED THE FOLLOWING AGREEMENTS:... 1) APPOINTING JASON TODD MOGLER AS GENERAL MANAGER, AND JAMES J. HINKELDEY AS CHIEF EXECUTIVE OFFICER, WHO SHALL, BY VIRTUE OF THEIR RESPECTIVE TITLES, INDIVIDUALLY HOLD THE POWERS SET FORTH UNDER ARTICLE THIRTEENTH OF THE CORPORATE BYLAWS... 2) APPOINTING MEGAN MCCORMICK AS AUDITOR, OR SOLE MEMBER OF THE AUDIT COMMITTEE... 3) CHARTER STOCKHOLDERS AGREEING THAT THEY SHALL HOLD NO SPECIAL RIGHTS OR PRIVILEGES AS CHARTER STOCKHOLDERS OF THE CORPORATION... THIRD: GRANTING ACCOUNTANT MARIA JESUS PORTILLO CASTILLO POWERS TO REPRESENT THE CORPORATION BEFORE ANY AND ALL CIVIL, JUDICIAL, ADMINISTRATIVE AND LABOR OFFICIALS, HOLDING THE FOLLOWING POWERS, AMONG OTHERS:... A) FULL CLAIMS AND COLLECTIONS AUTHORITY... B) FULL AUTHORITY IN ADMINISTRATIVE ISSUES, AS PROVIDED FOR UNDER THE SECOND PARAGRAPH OF ARTICLE 2831... AMONG OTHERS, AGENTS HOLDING POWERS OF ATTORNEY----------

SHALL HOLD GENERAL POWERS IN ADMINISTRATION ACTIVITIES, IN TERMS OF THEIR APPEARANCES BEFORE THE REVENUE ADMINISTRATION SERVICE OF THE DEPARTMENT OF TREASURY AND PUBLIC CREDIT... FURTHERMORE, IN THEIR APPEARANCES BEFORE THE DEPARTMENT OF ECONOMY AND/OR THE NATIONAL REGISTRY OF FOREIGN INVESTMENTS (RNIE, BY ITS SPANISH ACRONYM)... AUTHORITY... ATTESTED BY NOTARY...". ----------

---B).-True Copy of Public Deed 8614 (eight six one four), Volume 127 (one two seven), dated the 30th (thirtieth) day of April, 2010 (two thousand ten), sworn before Osvaldo Rene Ortega Felix, Esq., Notary Public Forty-Two, practicing and residing in the City of Puerto Penasco, wherein a minute entry of a stockholders meeting held on the 30th (thirtieth) day of April, 2010 (two thousand ten), was notarized, setting forth, among others, agreements to appointing the following officials: Mr. James Jeffrey Hinkeldey as General Manager; Mr. Jason Todd Mogler as Chief Executive Officer; and Mr. Brian Nelson Buckley as Chief Administrative Officer.----------

---Having examined the documentation presented to me by Mr. **JAMES JEFFREY HINKELDEY**, as summarized in the foregoing paragraphs, I, the undersigned Notary Public, CERTIFY AND ATTEST that the business entity appearing in these proceedings through their Representative was duly organized pursuant to applicable law, furthermore having granted all necessary and sufficient powers to their Representative to appear on its behalf in these proceedings, considered together with the Representative having stated under oath in these proceedings that the powers held by him have not been revoked or in any way restricted.----------

----------NOTARY ATTESTATION----------

---I.-That, in the undersigned Notary Public's judgment, both the Seller as well as the Buyer's Representative are legally competent to enter into agreements and grant the rights granted in this proceeding, and therefore to appear in these legal proceedings.---

---II. That the contents included and referenced in this Deed are a true and accurate reflection of the originals, which I personally examined, are hereby incorporated by reference to preclude unnecessary repetition, and whereof I have further attached true copies to the Appendix, and to any copies of this Package that may be issued, under the following order and designation:----------

---Letter "A", Agreement among the Parties.----------

---Letter "B", Title Deed of conveyed Real Estate property.----------

---Letter "C", Notification of First Conveyance for Exercise of Rights of First Refusal.-

---Letter "D", Statement issued by the Director of Urban Development and Ecology of Puerto Penasco, Sonora.----------

---Letter "E", Bank Appraisal.----------

---III.-Regarding Income Tax due for conveyance under this transaction, the Seller documented its assumed exempt status by meeting the requirements provided by Law in this case, given the following considerations:----------

---a).-First conveyance after acquiring----------

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full title to the Property.----------
---b).-Seller qualifies as cooperative farmland owner.----------
---c).-Evidence of acquiring full title, as documented by the relevant title deed attached as Exhibit "B".----------
---d).-The Buyer is unrelated to the farm cooperative.----------
---e).-Only land is being conveyed, there being no improvements upon it.----------
---f).-The price agreed upon in this transaction is not lower than that set by the bank appraisal, as documented by the copy attached as Exhibit "E".----------
---IV.-That I advised the appearing Parties the appropriate legal warnings in terms of their revenue duties and their oath to tell the truth to the undersigned Notary Public, the Parties thereupon stating their personal data as:----------
---**JOSE LUIS BOLANOS GARCIA**, a Mexican citizen, born in El Rosario, Sinaloa, on the 21st (twenty-first) day of June, 1950 (nineteen fifty), single, an employee, residing in *calle del Rayo numero 1804 (one eight zero four), Fraccionamiento Jardines de San Marcos, Mexicali, Baja California*, visiting this City, identifying himself with the documentation attached to the Appendix, as well as to any copies of this Package that may be issued, under Exhibit "F".----------
---**ALICIA SOTO SANDOVAL**, a Mexican citizen, born in El Altillo, Ocoroni, Sinaloa, on the 14th (fourteenth) day of November, 1954 (nineteen fifty-four), single, homemaker, residing in *calle del Rayo numero 1804 (one eight zero four), Fraccionamiento Jardines de San Marcos, Mexicali, Baja California*, visiting this City, identifying himself with the documentation attached to the Appendix, as well as to any copies of this Package that may be issued, under Exhibit "F".----------
---**JAMES JEFFREY HINKELDEY**, who stated he has also appeared in other proceedings as **JAMES J. HINKELDEY**, an American citizen, born in Flushing, New York, on the 6th (sixth) day if August, 1952 (nineteen fifty-two), entrepreneur, married, residing in 8800 (eighty-eight hundred) East Chaparral Road, Suite 270 (two seven zero), Scottsdale, Arizona, visiting this city, identifying himself with passport number 307678875 (three zero seven six seven eight eight seven five), issued him by the United States Department of State, document his legal presence in this country with immigration form number 108951 (one zero eight nine five one), issued him by the national Migration Institute of the United Mexican States, documentation attached to the Appendix, as well as to any copies of this Package that may be issued, under Exhibit "G".----------
---**Ms. MARIANA ESPERANZA VALENZUELA GUERRERO**, acting as EXPERT INTERPRETER in these legal proceedings, a Mexican citizen, born in Tijuana, Baja California, on the 28th (twenty-eighth) day of----------

October, 1978 (nineteen seventy-eight), single, interpreter, residing in *calle Higueras numero 38-B (thirty-eight dash "B")*, in this city, identifying herself with voter picture identification card number 0223063536705 (zero two two three zero six three five three six seven zero five), issued her by the Federal Voters Institute.----------
---T H E A P P E A R I N G P A R T I E S H A V I N G R E A D this package, and the undersigned having explained the legal import and consequences of its contents, they stated agreeing to the same, ratifying and signing this Agreement before me on the day it was entered.-ATTESTED.----------
---JOSE LUIS BOLANOS GARCIA.-SIGNED.-ALICIA SOTO SANDOVAL.-SIGNED.-"SELLER".-"PHOENIX PREMIUM DEVELOPERS", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE (A LIMITED LIABILITY CORPORATION).-REPRESENTED BY ITS GENERAL MANAGER: JAMES JEFFREY HINKELDEY, who stated he has also appeared in other proceedings as JAMES J. HINKELDEY.-SIGNED.-"BUYER".-MARIANA ESPERANZA VALENZUELA GUERRERO.-SIGNED.-EXPERT TRANSLATOR.-ANDRES OCTAVIO IBARRA SALGADO, ESQ.-NOTARY PUBLIC NINETY-NINE.-SIGNED.-NOTARY SEAL.----------
---ISSUED IN THE HEROIC CITY OF NOGALES, SONORA, MEXICO, ON THE 15TH (FIFTEENTH) DAY OF THE MONTH OF FEBRUARY IN THE YEAR 2012 (TWO THOUSAND TWELVE). TITLE CONVEYANCE ASSESSMENT HAVING BEEN PAID IN THE AMOUNT OF $206,000.00 (TWO HUNDRED SIX THOUSAND AND 00/100 PESOS, NAT'L. CURR.), BASED ON EVIDENCE OF PAYMENT, THIS DEED HAS BEEN APPROVED. ATTESTED.------
ANDRES OCTAVIO IBARRA SALGADO, ESQ.-NOTARY PUBLIC NINETY-NINE.----------
SIGNED.-NOTARY SEAL.----------

VERIFIED

SIN TEXTO

NO TEXT

DOCUMENT: PUBLIC DEED 16816, DATED 12-21-2011
NOTARY PUBLIC: ANDRES OCTAVIO IBARRA SALGADO

IN THE CITY OF PUERTO PENASCO, SONORA, BE IT KNOWN THE DOCUMENTS INCLUDED IN THIS PACKAGE WERE ENTERED, COMPRISING 44 SHEETS

PURCHASE AGREEMENT

IN THE REAL ESTATE RECORDS SECTION, BOOK ONE,
ENTRY NUMBER 41871, VOLUME 3656,
AT 11:55 HOURS ON THE 26TH OF MARCH, 2012

OF THE PUBLIC REGISTRY OF PROPERTY OF THIS COURT DISTRICT IN THE STATE OF SONORA. FEES PAID: $62,317.50. BASED ON PAYMENT ORDER 91311, DATED 03-05-2012, OFFICIAL RECEIPT CJ610007-1222, DATED 12-03-2012

APPROVED AND SIGNED FOR THE RECORD.

ASSISTANT REGISTRAR OF THE DISTRICT OFFICE OF PUERTO PENASCO, SONORA

[SIGNED]
CARLOS TORRES CARRANZA, ESQ.

GOVERNMENT OF THE STATE OF SONORA
DEPARTMENT OF THE TREASURY
INSTITUTE OF REALTY SURVEY AND REGISTRY
PUBLIC REGISTRY OF PROPERTY
PUERTO PENASCO, SONORA

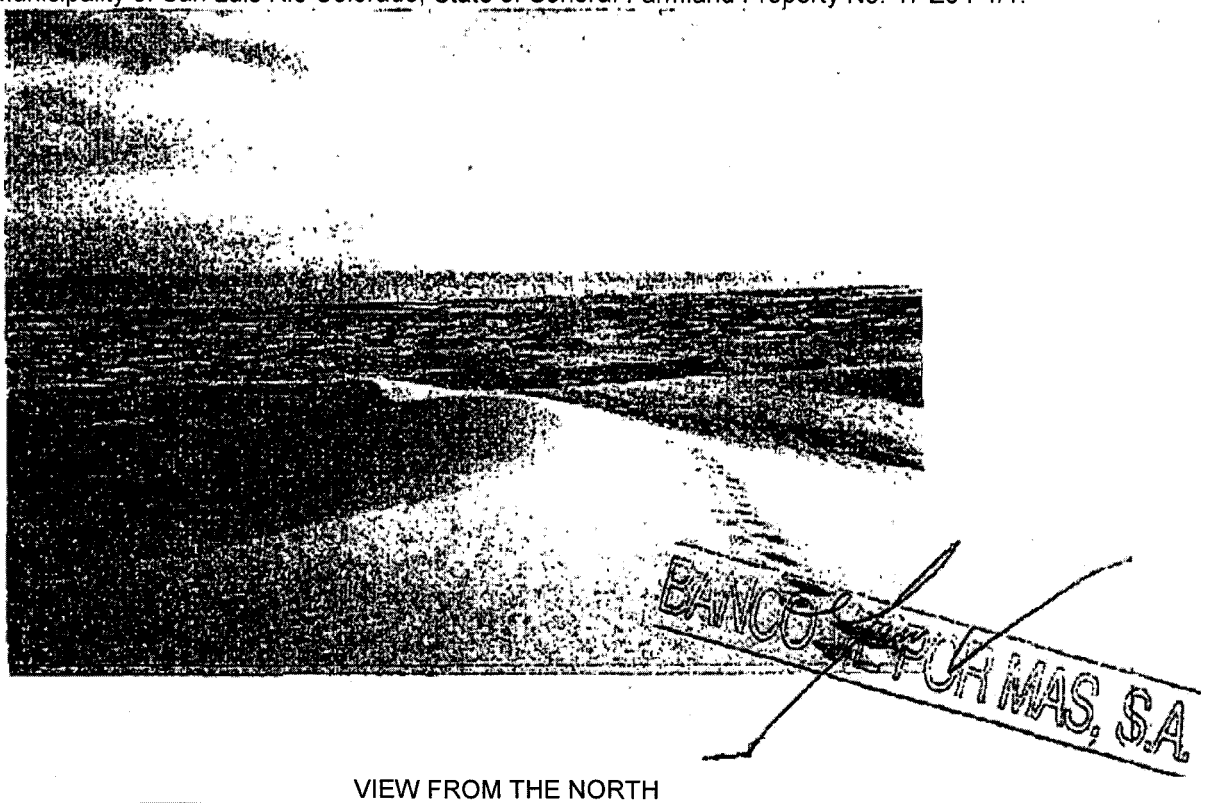
ELIGIBILITY DETERMINED BY: CARLOS TORRES CARRANZA
RECORDED BY: CARLOS TORRES CARRANZA

LOCATION MAP

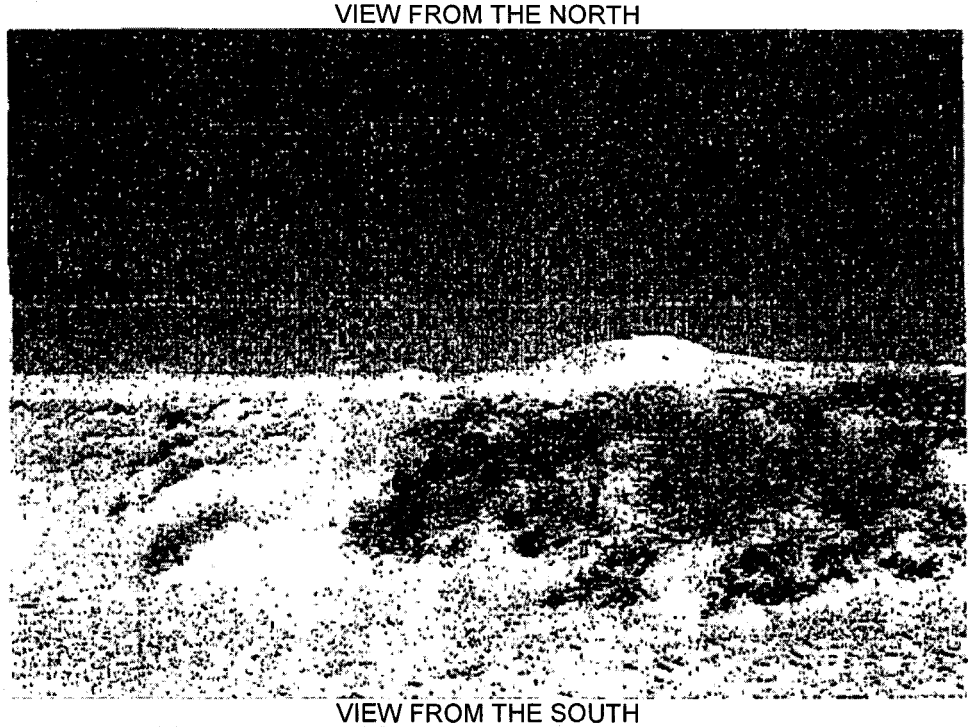
Location

FARMLAND APPRAISAL

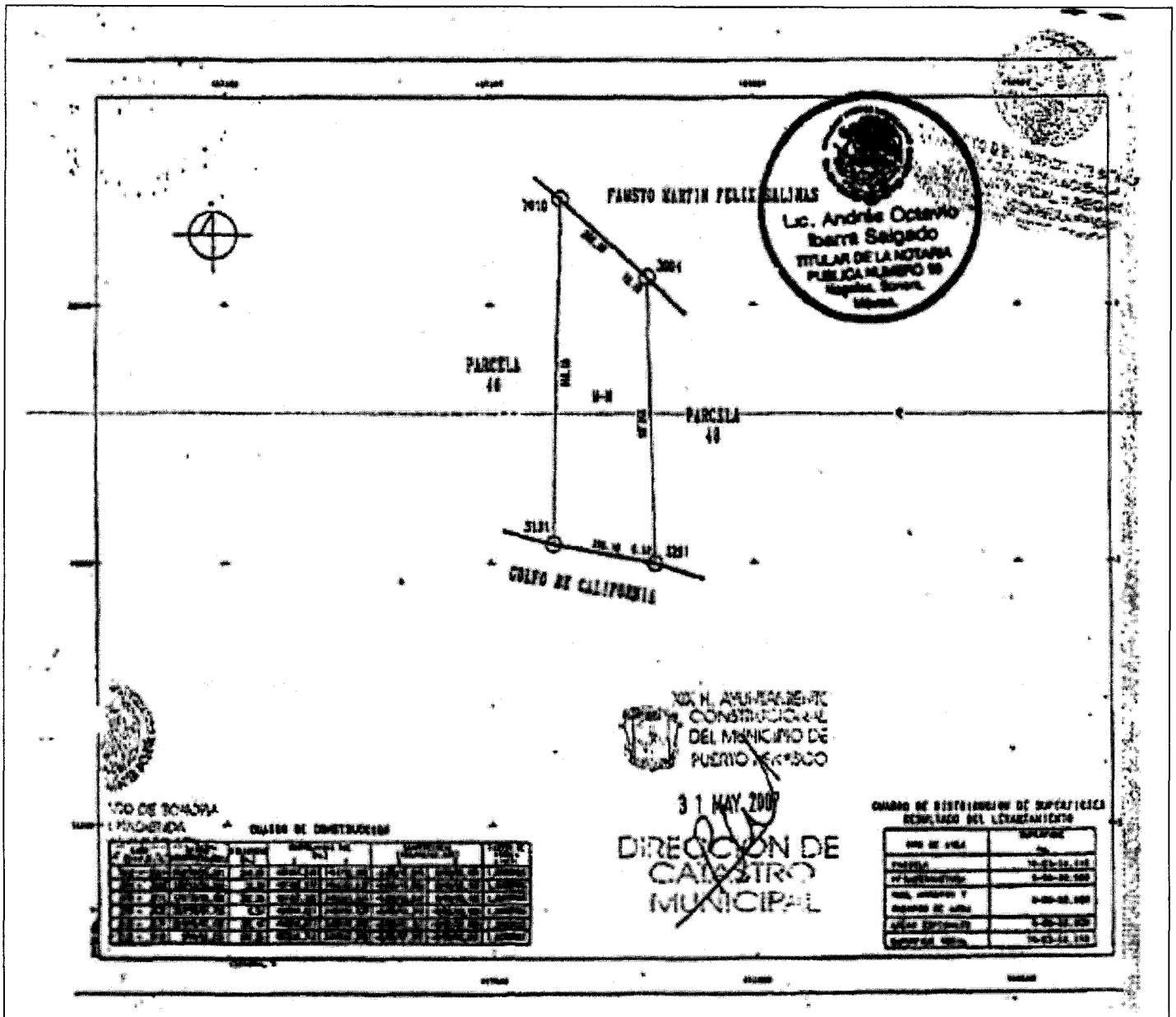
10-83-68.61 ha. unimproved land located on Parcel No. 47, Ejido Vicente Guerrero farming cooperative, Municipality of San Luis Rio Colorado, State of Sonora. Farmland Property No. 47 Z5 P1/1.



VIEW FROM THE NORTH



VIEW FROM THE SOUTH



UNDER THE PROVISIONS OF ARTICLES 84 AND 86 OF THE FARMLAND STATUTE, FOR THE FIRST SALE OF THE PROPERTY REFERENCED BY THIS DEED, RIGHTS OF FIRST REFUSAL SHALL BE HONORED, AND SAID PURCHASE SHALL BE TRANSACTED AT NO LESS THAN THE SALE PRICE SET FORTH BY THE NATIONAL ASSETS APPRAISAL COMMISSION OR ANY LENDING INSTITUTION. PURSUANT TO PROVISIONS OF ARTICLES 87 AND 89 OF THE FARMLAND STATUTE, AND ARTICLE 47 OF THE HUMAN SETTLEMENT ACT, SHOULD THE PROPERTY BE DETERMINED TO LIE WITHIN A POPULATION CENTER GROWTH AREA, ITS INCORPORATION TO URBAN DEVELOPMENT SHALL BE SUBJECT TO ALL HUMAN SETTLEMENT LAWS, REGULATIONS AND PLANS IN FORCE, AND SHALL HONOR THE RIGHTS OF FIRST REFUSAL OF THE STATE AND MUNICIPAL GOVERNMENTS.

VERIFIED

☙ APPENDIX ❧

Notary Seal appearing partially or wholly throughout the document:

Andres Octavio
Ibarra Salgado, Esq.
OFFICIAL NOTARY
PUBLIC NUMBER 99
Nogales, Sonora
Mexico

LAND MEASUREMENT DEFINITIONS

ARE (a): Unit of area measurement typically applied to land surface, equivalent to 100 square meters or 1,076.39 square feet.

CENTARE (ca): Unit of area measurement typically applied to land surface, equivalent to 1 square meter or 10.7639 square feet.

HECTARE (ha): Unit of area measurement typically applied to land surface, equivalent to 10,000 square meters, 107,639 square feet or 2.47105 acres.

10-86-68.61 ha = 108,668.61 square meters, 1,169,698.051179 square feet or 26.85267... acres.

EXHIBIT
19
MOGLER
8/24/12

TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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

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

EXHIBIT
S-46
ADMITTED

TRI-CORE
COMPANIES LLC

Memorandum#: Ian Samuel Dunn

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies LLC
An Arizona Limited Liability Company

$5,000,000

$10,000 per Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
40% Rate of Return, Compounded Annually; Paid At Maturity
Maturity Date: 24 months
Redemption at Maturity - $19,600 per Unit

Tri-Core Companies LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of Five Hundred (500) Secured Promissory Notes ("Notes") at an offering price of Ten Thousand ($10,000) Dollars per Note, for a maximum total of Five Million Dollars ($5,000,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

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

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$10,000	$1,000	$9,000
Maximum Units	$5,000,000	$500,000	$4,500,000

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

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

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CONFIDENTIAL

IMPORTANT NOTICES

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

DISCLAIMERS

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

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

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

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

TRI C 002001

1. SUMMARY OF THE OFFERING

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

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

The Securities offered are Five Hundred (500) Notes issued by the Company at Ten ($10,000) Dollars per Note, payable in cash at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of forty (40%) percent interest, compounded annually. The return will be paid at maturity, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of forty (40%) percent if for reasons beyond the Company's control the abovementioned maturity date cannot be met. *If the Company elects this option, the maturity* date would be extended up to an additional twelve (12) months from the above noted maturity date.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. This offering will commence on June 1, 2010, and will terminate no later than May 31, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Five Million ($5,000,000) Dollars. The use of the proceeds is to purchase and hold for appreciation parcels of land along the Sonoran Coast of Mexico.

2. THE COMPANY

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

2.1 OPERATIONS

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

TRI_C 002002

2.2 BUSINESS PLAN

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

3. MANAGEMENT

3.1 LLC MANAGERS

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

Jason Todd Mogler – President and Principal

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

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

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

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

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

TRI C 002003

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

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

Tri-Core Engineering's expertise encompasses:

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

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

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

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

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

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

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

Jim Hinkeldey – Vice-President and Principal

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

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

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

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

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

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of Five Hundred (500) Notes at Ten ($10,000) Dollars per Note, for a maximum of Five Million ($5,000,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see "**INVESTOR SUITABILITY REQUIREMENTS**"). The Company has the authority to sell fractional Notes at its sole discretion.

4.2 MINIMUM OFFERING AMOUNT

No minimum offering amount has been established.

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

TRI C 002006

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

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

1. Upon receipt of the maximum offering subscription amount of Five Million ($5,000,000) Dollars.

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

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

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

TRI_C 002007

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

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

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Five Hundred (500) Notes of the Company to potential investors at Ten ($10,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of forty (40%) percent interest, compounded annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. All principal shall be paid at maturity (24 months). Interest shall be paid at maturity (24 months). The principal and any interest due on said principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of forty (40%) percent if for reasons beyond the Company's control the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above noted maturity date. The Notes offered pursuant to this Private Placement Memorandum will be secured by the property.

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

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases.

6.3 REPORTS TO NOTEHOLDERS

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

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Five Million ($5,000,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

TRI_C 002008

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From the Sale of Notes	$5,000,000	100.00%

Application of Proceeds

Offering Expenses (1)	$ 5,000	0.100%
Commissions (2)	$ 500,000	10.000%
Total Offering Expenses & Fees	**$ 505,000**	**10 .100%**
Net Offering Proceeds	**$ 4,495,000**	**89.900%**
General Project Expense	$ 20,000	0.400%
Soft Cost	$ 25,000	0.500%
Marketing	$ 35,000	0.700%
Administration	$ 36,000	0.720%
Land Purchase (3)	$ 4,379,000	87.580%
Total Application of Proceeds	**$ 5,000,000**	**100.00%**

Footnotes:

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

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

(3) Includes amount available for land purchase, transfer fee costs and real estate taxes

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 Five Hundred (500) Notes or Five Million ($5,000,000) Dollars.

TRI_C 002009

	AS ADJUSTED 08/29/07	AFTER THE OFFERING
Notes	-0-	$5,000,000
Membership Units $0.10 par value, 1,000 Units authorized, 900 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$5,000,100

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

9.1 RESULTS OF OPERATIONS

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

9.2 LIQUIDITY AND CAPITAL RESOURCES

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

10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

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

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Five Million ($5,000,000) Dollars of Notes to selected investors, effective on June 1, 2010.

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

11.1 GENERAL

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

11.2 INDEMNIFICATION

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

12. RISK FACTORS

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

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

TRI_C 002011

12.1 CONTROL BY COMPANY

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

12.2 RELIANCE ON THE COMPANY FOR MANAGEMENT

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

12.3 LIMITED TRANSFERABILITY OF THE NOTES

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

12.4 REGULATIONS

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

12.5 GENERAL ECONOMY

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

12.6 ZONING

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

TRI_C 002012

12.7 MARKET DEMAND

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

12.8 FORCE MAJEURE

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

13. PRINCIPAL SHAREHOLDERS

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

14. HOW TO INVEST

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

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

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

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

Exhibit D TRI-CORE COMPANIES LLC: Business Plan

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Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

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

15.2 GENERAL SUITABILITY

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

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

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

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

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

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

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15.3 NONACCREDITED INVESTORS

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

15.4 ACCREDITED INVESTORS

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

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

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

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

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

TRI C 002015

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

17. ADDITIONAL INFORMATION

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

18. FORECASTS OF FUTURE OPERATING RESULTS

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

19. GLOSSARY OF TERMS

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

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

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

BROKER-DEALER. A person or firm licensed with the NASD, the SEC and with the securities or corporate commissions department of the state

TRI_C 002017

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

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

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

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

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

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

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

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

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or May 31, 2011.

TRI C 002018

20. ACKNOWLEDGMENT

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

Ian Samuel Dunn
Signature

2.18.11
Date

Ian Samuel Dunn
Print Name

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CONFIDENTIAL

EXHIBIT A

SUBSCRIPTION AGREEMENT

TRI_C 002020

Print Name of Subscriber: Entrust Arizona LLC FBO Ian Samuel Dunn Account # [redacted]4639

Amount Loaned: $ 20,000.00

Number of Notes: 2

TRI-CORE COMPANIES LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MAXIMUM OF FIVE HUNDRED (500)
SECURED PROMISSORY NOTES

TEN ($10,000) DOLLARS PER NOTE

JUNE 1, 2010

CONFIDENTIAL

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

Each subscriber for the Secured Promissory Notes, Ten ($10,000) Dollars per Note (the "Notes") of Tri-Core Companies LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.

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

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

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

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

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

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Ten Thousand ($10,000) per Note), to ***Tri-Core Companies LLC***. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company's operating account and will be available for use.

IV **SPECIAL INSTRUCTIONS**

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

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Print Name of Subscriber: Entrust Arizona LLC FBO
Ian Samuel Dunn Account # [redacted]4639

Amount Loaned: $20,000.00

Number of Notes: 2

Subscription Agreement

To: Tri-Core Companies LLC
8800 E. Chaparral Road – Suite 270
Scottsdale, AZ 85250

Gentlemen:

1. **Subscription.** The undersigned hereby subscribes for 2 Notes of Tri-Core Companies LLC (the "Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Ten ($10,000) Dollars per Note for an aggregate loan of **$20,000.00** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated June 1, 2010, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Ten Thousand ($10,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. **Note Offering.** The Company is offering a maximum of Five Hundred (500) Notes at Ten ($10,000) Dollars per Note, with no minimum subscription (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Five Million ($5,000,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 506 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. **Documents to Be Delivered.** The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies LLC, at 8800 E Chaparral Road, Suite #270, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. **Making of Loan Amount.** The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by ***check made payable to the order of Tri-Core Companies LLC*** in the amount indicated above.

TRI C 002023

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 Five Million ($5,000,000) Dollars

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

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(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite company power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon

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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

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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

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Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated there under by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel,

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terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies LLC, at 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

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

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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.

ORIGINAL

IN WITNESS WHEREOF, the undersigned, by his, her, or its execution hereof, has read and approved this Subscription Agreement and agrees to be bound by this Agreement.

Executed this _____ day of _____, 2011, at _____ (City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned *(circle one)*: **[is]** **[is not]** a citizen or resident of the United States.

Print Name of Individual	**Print Name of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Print Social Security Number of Individual	**Print Social Security Number of Spouse or Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Signature of Individual	**Signature of Spouse / Co-Investor** ***(If Funds are to be Invested in Joint Name or are Community Property)***
Print Residential Address:	**Print Residential Telephone Number:**

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If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Entrust Arizona LLC FBO Ian Samuel Dunn
Account # [redacted] 4639
Print Name of Partnership, Corporation, Trust, or Other Business Entity

[redacted]
Print Federal Tax Identification Number

Ian Samuel Dunn
Signature of Authorized Representative

Maricopa County, Arizona
Print Jurisdiction of Entity

Ian Samuel Dunn
Name of Authorized Representative

Account Holder
Title of Authorized Representative

Print Residential Address of Investor:

[redacted]
[redacted] AZ [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 _____, 2011.

TRICORE COMPANIES, LLC

Jason T. Mogler – President

Jim Hinkeldey –Vice-President

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EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

_____ *initials* A. **"Nonaccredited Investor".** The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

_____ *initials* B. **"Accredited Investor".** The undersigned is an Accredited Investor as defined below (*check applicable box*):

☐1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

☐2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

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☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million ($5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) *the equity owners of which have contributed additional capital* for the purpose of investing in the Company, shall be "looked through" and <u>each</u> equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

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* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

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EXHIBIT B

PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies LLC, an Arizona Limited Liability Company, with offices at 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **20,000.00 Dollars** with a rate of return of forty percent (40%) compounded annually. Interest shall be due and payable at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty or premium at any time. The Company reserves the right to extend the maturity for an additional twelve (12) months at the annual rate of return of forty (40%) percent if for reasons beyond the Company's control the abovementioned maturity date cannot be met. If the Company elects this option, the maturity date would be extended up to an additional twelve (12) months from the above noted maturity date.

1. NOTES

This Note in the principal amount of Ten ($10,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated June 1, 2010. The Note shall be senior debt of the Maker and secured by the property.

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(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 for this offering will be secured by the land purchased.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs, and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer, or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied,

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except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

(g) **Approval.** By signing below, each party respectively acknowledges that they have read and approved this promissory note.

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Maker:

Tri-Core Companies LLC,
An Arizona Company
8800 E. Chaparral Road - Suite 270
Scottsdale, AZ 85250

Jason T. Mogler -President
Print Name

2-18-2011
Signature & Date

Holder:

Entrust Arizona LLC FBO Ian Samuel Dunn Account # [redacted]4639

IAN SAMUEL DUNN
Print Name

Ian Samuel Dunn 2-18-11
Signature & Date

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EXHIBIT C

INVESTOR SUITABILITY QUESTIONAIRE

EXHIBIT C

Tri-Core Companies LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: Ian Samuel Dunn

2. Address of Principal Residence [redacted]

[redacted], AZ [redacted]

County: Maricopa

3. Residential Telephone Number [redacted]

4. Where are you registered to vote (County & State)? Maricopa, AZ

5. Your driver's license is issued by the following state: AZ

6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

7. Please send all correspondence to:

(1) X Residential Address *[as set forth in item A-2]*

(2) _____ Business Address *[as set forth in item B-1(a)]*

8. Date of Birth: [redacted]

9. Country of Citizenship: USA

10. Social Security Number or Tax I.D. Number: [redacted]

11. E-Mail Address: djdunn2@[redacted]

B. Occupations and Income

1. Occupation: retail sales

   (a) Business Address: _____

   (b) Business Telephone Number: (____) _____

2. Gross income during each of the last two years exceeded:

   (1) X $25,000 (3) _____ $50,000

   (2) _____ $100,000 (4) _____ $200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000.

   (1) _____ Yes (2) _____ No (3) X Not Applicable

4. Estimated gross income during current year exceeds:

   (1) X $25,000 (3) _____ $50,000

   (2) _____ $100,000 (4) _____ $200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000.

   (1) _____ Yes (2) _____ No (3) X Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____ $50,000-$100,000 (2) X $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)_X_Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_X_No

E. Investment Percentage of Net Worth

If you expect to invest at least $100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)_____Yes (2)_____No (3)_X_Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)_X_Yes (2)_____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Jean S Dunn Date: 2-18-11
Signature

_____ Date: _____
Signature *(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)*

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EXHIBIT D

TRI-CORE COMPANIES LLC

BUSINESS PLAN

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EXHIBIT D

TRI-CORE COMPANIES LLC
BUSINESS PLAN

Mission Statement
The mission of Tri-Core Companies LLC (the Company) is to purchase virgin beachfront land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is between El Golfo de Santa Clara on the north and Puerto Peñasco (*Rocky Point*) *on the south*. This is a distance of about 80 miles and was chosen because of the access the new Coastal Highway has afforded this area. Prior to the new highway, this area was inaccessible except by rugged four-wheel-drive vehicles. The highway now makes this area accessible by automobile for millions of visitors and buyers from the United States.

The Company believes that there will be a major increase in demand for property in this area with the completion of the new coastal highway.

Business Operations
Ownership and Employees:
The Company is intended to be a very competitive, highly motivated company with a small number of select key employees. The majority of the day to day responsibilities, planning and development tasks will be performed by the principal/managing partners. All other tasks that cannot be performed on behalf of the company by principals or employees will be done by hired contract services. An example of a hired contract service would be accounting.

Jason Todd Mogler - President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

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Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout
- Final plat design
- Pro-forma cost estimates

Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**

  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**

  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**

  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which

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included the delivery of completed developments in a timely and cost efficient, profitable manner.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

Market Knowledge and the Property Knowledge of the Marketplace:
The Principals of the Company have been active in real estate and Mexico for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

The El Golfo/Rocky Point area was chosen for the Company's purchases due to its potential appreciation. Some of the driving factors that influenced this decision were:

- Its close proximity to the United States markets (one hour drive from the Border of US/Mexico)
- Its location on a beautiful, pristine, major body of water
- The quality of the sand beaches
- The scenic mountain views of the Baja Peninsula
- The opening of the area by new Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport

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- The new $50 million dollar international airport at Rocky Point accommodates all types of passenger planes
- The newly constructed Hospital of Peñasco will serve the El Golfo/Rocky Point areas
- The newly designated cruise ship port in Rocky Point

The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. This will make the whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as for longer stays by visitors from all across the United States and Canada.

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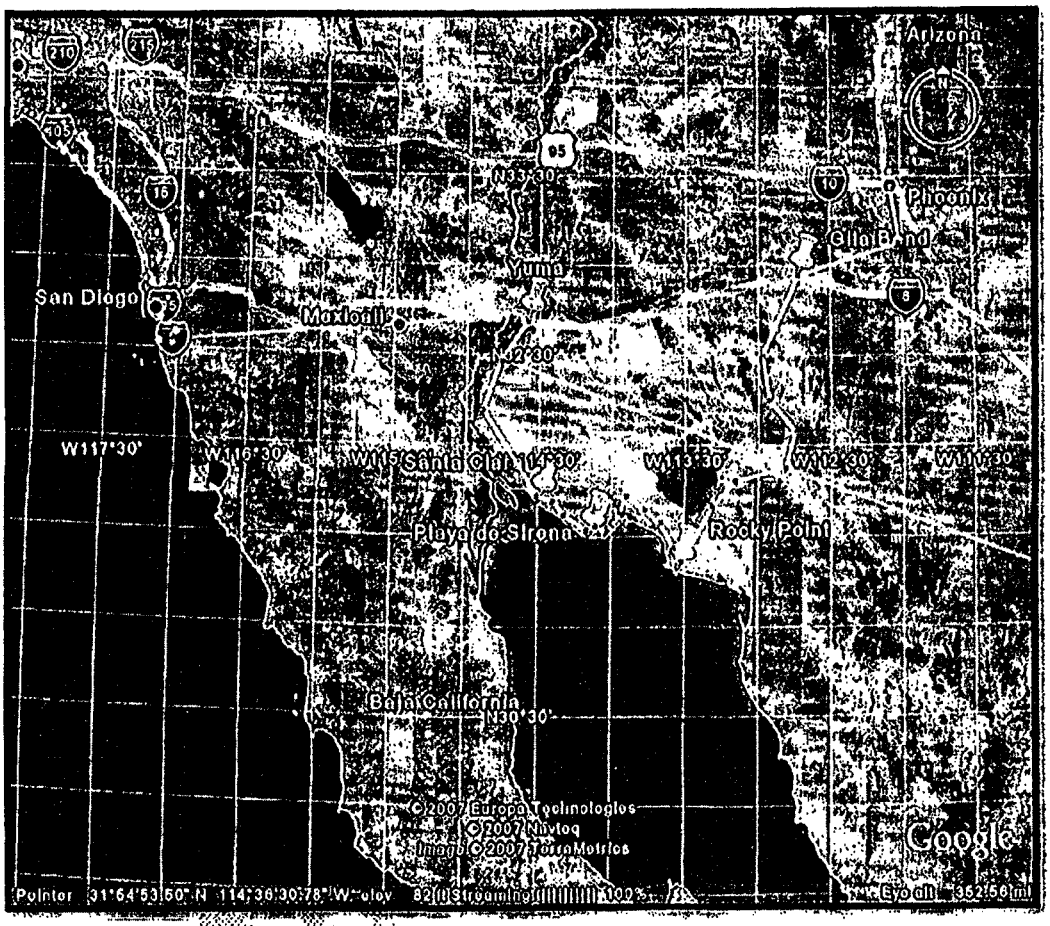
Arizona
Phoenix
Yuma
San Diego
Mexicali
W117°30'
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W113°30'
W112°30'
W111°30'
Santa Clara
Playa de Sirena
Rocky Point
Baja California
N30°30'
© 2007 Europa Technologies
© 2007 Navteq
Image © 2007 TerraMetrics
Google
Pointer 31°54'53.50" N 114°36'30.78" W elev 82 ft
Eye alt 352.56 mi

LAF5 - 5 mill 40%

Last Name	First Name	SSN # or Tax ID	Residential Address	Residential Phone	E-Mail Address	Accredited ?	Salesperson	Referral Source	# of Notes Subscribe	Aggregate Loan Amount	[illegible] Agreement Executed	April ROI Amount	May ROI Amount	Normal Monthly ROI Amount
Costello	Stephanie	[redacted]	[redacted] NV [redacted]	[redacted]					7.5	$75,000.00	[illegible]			
Marsik	David	[redacted]	[redacted] TX [redacted]	[redacted]					25	$251,500.00	[illegible]			
Neuenschwande	Vicki	[redacted]	[redacted], WI [redacted]	[redacted]					1	$10,000.00	[illegible]			
Marcus	Thomas	[redacted]	[redacted], VA [redacted]	[redacted]					1.5	$15,000.00	[illegible]			
Mays	Cynthia	[redacted]	[redacted] VA [redacted]	[redacted]					2.5	$25,000.00	[illegible]			
Baldwin	Larry	[redacted]	[redacted], VA [redacted]	[redacted]					1.5	$15,000.00	12/20/2010			
Winkler	Lourdes	[redacted]	[redacted] WI [redacted]	[redacted]					1.9	$19,000.00	12/15/2010			
Winkler	Robert	[redacted]	[redacted], WI [redacted]	[redacted]					10	$101,979.27	[illegible]			
Sanchez	Armando	[redacted]	[redacted], WI [redacted]	[redacted]					1.8	$18,200.00	[illegible]			
Winkler	Robert	[redacted]	[redacted], WI [redacted]	[redacted]					8.8	$87,500.00	[illegible]			
Jacobs	Merlin	[redacted]	[redacted], WI [redacted]	[redacted]					5	$50,000.00	[illegible]			
Esser	Diane	[redacted]	[redacted], WI [redacted]	[redacted]					1	$10,000.00	[illegible]			
Dunn	Ian	[redacted]	[redacted] AZ [redacted]	[redacted]					2	$20,000.00	[illegible]			
Brojanac	Marilyn	[redacted]	[redacted] WI [redacted]	[redacted]					1.1	$11,000.00	[illegible]			
Integris Investing	Barbara Drazga	[redacted]	[redacted], AZ [redacted]	[redacted]					1	$10,000.00	3/17/2011			

EXHIBIT 20 MOGLER

EXHIBIT S-47 ADMITTED

TRI_C 001447-A

LAF5 - 5 mill 40%

Reel	Ronald	[redacted]	[redacted] WI	[redacted]						4.2	$40,000.00	[redacted]			
Pries	Jessica	[redacted]	[redacted] AZ	[redacted]						1	$10,000.00	[redacted]			
Tisch	Todd	[redacted]	[redacted] WI	[redacted]						1	$10,000.00	[redacted]			
Adams	Stephen	[redacted]	[redacted] WI	[redacted]						2.1	$20,700.00	[redacted]			
Brooks	Kevin	[redacted]	[redacted] WI	[redacted]						1.1	$11,100.00	[redacted]			
Akinsanya	Akinwale	[redacted]	[redacted] WI	[redacted]						1	$10,000.00	[redacted]			
Cano	Amparo	[redacted]	[redacted] WI	[redacted]						2.5	$24,530.00	[redacted]			
Maris	Cheryl	[redacted]	[redacted] WI	[redacted]						3	$30,000.00	[redacted]			
Pankow	Judy	[redacted]	[redacted] WI	[redacted]						6.2	$61,753.00	[redacted]			
Manke	Leslie	[redacted]	[redacted] WI	[redacted]						1.2	$11,800.00	[redacted]			
Belisle	John	[redacted]	[redacted] WI	[redacted]						1	$10,000.00	[redacted]			
Rieckhoff	Nicki	[redacted]	[redacted] WI	[redacted]						2	$20,000.00	[redacted]			
Belisle	Gerald	[redacted]	[redacted] WI	[redacted]						2	$20,000.00	[redacted]			
Huppert	Raquel	[redacted]	[redacted] WI	[redacted]						1.7	$16,500.00	[redacted]			
Morgan	Amy	[redacted]	[redacted] WI	[redacted]						1.3	$12,500.00	[redacted]			
Santos	Maclovio	[redacted]	[redacted] WI	[redacted]						1.5	$15,000.00	[redacted]			
Rauter Jr.	Joseph	[redacted]	[redacted] WI	[redacted]						3.5	$35,000.00	[redacted]			

Holtzer	Harry	[redacted]	[redacted], WI	[redacted]					4	$40,000.00	[redacted]			
Hass	Jeffrey	[redacted]	[redacted], WI	[redacted]					2.2	$21,861.00	[redacted]			
Harris	Deborah	[redacted]	[redacted], OH	[redacted]					1.5	$15,000.00	[redacted]			
Toshner	Margaret	[redacted]	[redacted], WI	[redacted]					0.5	$5,000.00	[redacted]			
Zech	Brian	[redacted]	[redacted] WI	[redacted]					2.2	$21,500.00	[redacted]			
Rivera	Rolando	[redacted]	[redacted] WI	[redacted]					1	$10,200.00	[redacted]			
Rivera	Wendy	[redacted]	[redacted], WI	[redacted]					1	$10,000.00	[redacted]			
Brautigam	Angela	[redacted]	[redacted] WI	[redacted]					1.2	$12,000.00	[redacted]			
Milz	Geraldine	[redacted]	[redacted], WI	[redacted]					1	$10,000.00	[redacted]			
Rank	Deborah	[redacted]	[redacted], WI	[redacted]					0.7	$7,000.00	[redacted]			
Palou	Gloria	[redacted]	[redacted], NV	[redacted]					5.5	$55,000.00	[redacted]			
									129	$1,285,623.27	[redacted]			

EXHIBIT
TRC 21 8/24/18
MOGLER

TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN ONE COPY OF THIS DOCUMENT TO US IN THE PROVIDED RETURN PACKAGING.

PLEASE KEEP ONE COPY OF THIS DOCUMENT FOR YOUR PERSONAL RECORDS.

EXHIBIT
S-48
ADMITTED

TRI-CORE
COMPANIES LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Tri-Core Companies LLC
An Arizona Limited Liability Company

$600,000

$600,000 Promissory Note (Unit)
MINIMUM PURCHASE - 1 Promissory Note
Payable in Sixty (60) Installments
40% Rate of Return per Annum ; Paid At Maturity
Maturity Date: 72 months
Redemption at Maturity: See Attached Maturity Schedule (Exhibit E)

Tri-Core Companies LLC, an Arizona Limited Liability Company (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a maximum of One (1) Secured Promissory Note ("Notes") at an offering price of Six Hundred Thousand ($600,000) Dollars per Note, payable in Sixty (60) Installments of Ten Thousand (10,000) Dollars per Installment over Seventy Two (72) months, for a maximum total of Six Hundred Thousand Dollars ($600,000), to a qualified investor who meets the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). The Investor must agree to purchase the Note and adhere to the note terms, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK (SEE "RISK FACTORS")

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	$600,000	$60,000	$540,000
Maximum Units	$600,000	$60,000	$540,000

Tri-Core Companies LLC
8800 E. Chaparral Road, Suite 270
Scottsdale, AZ 85250
Telephone: (480) 278-7031
Facsimile: (480) 278-8979

The date of this Private Placement Memorandum is June 3, 2010

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IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum ("Memorandum") is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced, or distributed to others without the prior written consent of Tri-Core Companies LLC ("Company"). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

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DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN §4(2) AND RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES IS LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

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1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

Tri-Core Companies LLC (the "Company") was formed on August 29, 2007 as an Arizona Limited Liability Company. The Company is in the business of Land Acquisition and Development.

The Security being offered is One (1) Note issued by the Company for Six Hundred Thousand ($600,000) Dollars, payable in Sixty (60) Installments of Ten Thousand (10,000) Dollars per installment over a Seventy Two (72) month period, at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) Note. The Note has an annual rate of return of forty (40) percent interest. The return will be paid at maturity, with a maturity date of seventy two (72) months from the issuance date of the Note.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. This offering will commence on June 3, 2010, and will terminate no later than June 2, 2011, unless extended by the Company (see "TERMS OF THE OFFERING").

The gross proceeds of the offering will be a maximum of Six Hundred Thousand ($600,000) Dollars. The use of the proceeds is to purchase and hold for appreciation real estate in Mexico as described herein (see "USE OF PROCEEDS").

2. THE COMPANY

Tri-Core Companies LLC (the "Company") was formed on August 29, 2007, as an Arizona Limited Liability Company. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized and Nine Hundred (900) Membership Units are issued, and outstanding. The Company is in the business of construction management, land acquisition and development.

2.1 OPERATIONS

The Company is in the business of construction management, land acquisition and development, specializing in beach front properties along the coast of the upper Sonoran coastline in Sonora, Mexico. SEE "EXHIBIT D - BUSINESS PLAN."

2.2 BUSINESS PLAN

Tri-Core Companies' Business Plan, included as Exhibit D of this Memorandum, and was prepared by the Company using assumptions set forth

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in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, three individuals are actively involved in the management of the Company:

Jason Todd Mogler – President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very

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familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Design layout
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout and final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**
  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**
  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**
  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**
  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

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Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a maximum of One (1) Note at Six Hundred Thousand ($600,000) Dollars per Note, payable in Sixty (60) Installments of Ten Thousand (10,000) Dollars per installment over a Seventy Two (72) month period, for a maximum of Six Hundred Thousand ($600,000) Dollars to an investor who satisfies 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

No minimum offering amount has been established before proceeds can be released and utilized by the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in reliance upon an exemption under §4(2) and Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

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4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement **(Exhibit A)**; Note **(Exhibit B)**, and Investor Questionnaire **(Exhibit C)** are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon receipt of the maximum offering subscription amount of Six Thousand ($600,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this

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private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see **"TERMS OF THE OFFERING"**).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering One (1) Note of the Company to an investor at Six Hundred Thousand ($600,000) Dollars per Note, payable in Sixty (60) Installments of Ten Thousand (10,000) Dollars per installment over a Seventy Two (72) month period, at the time of subscription (see "Exhibit "B" for copy of Promissory Note). The minimum purchase is one (1) note. The Note will have an annual rate of return of Forty (40) percent interest with a maturity date of seventy two (72) months from the Issuance Date of the Note. All principal shall be paid at maturity (72 months). Interest shall be paid at maturity (72 months). The principal and any interest due on said principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty at any time. This Note is offered pursuant to this Private Placement Memorandum will be secured by property.

The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are secured by the land Tri-Core Companies LLC purchases.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual un-audited reports to its Note holders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Note holders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

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7. USE OF PROCEEDS

The gross proceeds of the Offering will be a maximum of Six Hundred Thousand ($600,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds
Proceeds From the Sale of Notes	$600,000	100.00%

Application of Proceeds

Offering Expenses (1)	$ 1,000	0.167%
Commissions (2)	$ 60,000	10.000%
Total Offering Expenses & Fees	**$ 61,000**	10.167%
Soft Cost	$ 25,000	4.167%
Marketing	$ 15,000	2.500%
Administration	$ 5,000	0.833%
Land Purchase	$ 494,000	82.333%
Net Offering Proceeds	**$ 539,000**	89.833%
Total Application of Proceeds	**$ 600,000**	**100.00%**

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

(3) No minimum has been set for this offering.

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8. CAPITALIZATION STATEMENT

8.1 PROJECT CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of One (1) Note or Six Hundred Thousand ($600,000) Dollars.

	AS ADJUSTED 05/21/10	AFTER THE OFFERING
Notes	-0-	$600,000
Membership Units $.01 par value, 1,000 Units authorized, 1000 Units issued and outstanding	$100	$100
Net Shareholders' Equity	$100	$100
TOTAL CAPITALIZATION	$100	$600,100

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9. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is actively engaged in the purchase of land to be held for appreciation.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

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10. CERTAIN TRANSACTIONS

10.1 ARIZONA LIMITED LIABILITY COMPANY

Tri-Core Companies LLC is a privately held Arizona Limited Liability Company, formed on August 29, 2007.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Six Hundred Thousand ($600,000) Dollars of Notes effective on June 3, 2010.

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Principals, Officers, and Directors of the Company are accountable to the Company as fiduciaries and such Principals, Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Note Holder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Note Holder may be able to bring an action on behalf of himself in the event the Note Holder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers, or controlling persons pursuant to Arizona law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW,

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AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The Company was formed on August 29, 2007. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications, and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Note Holders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Principal Managers of the LLC. The Note Holders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering is limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by cash. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

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12.6 REGULATIONS

The Company is subject to usual federal and state laws, rules and regulations . The Company believes it is in full compliance with any and all applicable laws, rules and regulations both domestically and in Mexico.

12.7 GENERAL ECONOMY

The Company is subject to the Mexican and U.S. Economy and its effect on consumer confidence and spending.

12.8 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has Nine Hundred (900) Membership Units issued and outstanding.

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 (Six Hundred Thousand ($600,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A — INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B — PROMISSORY NOTE: This Note will be signed by Tri-Core Companies LLC

Exhibit C — INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber

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as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D Tri-Core Companies LLC Business Plan

Exhibit E Redemption at Maturity Schedule

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see **"TERMS OF THE OFFERING."** Such Investor should include his check made payable Tri-Core Companies LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows: **Tri-Core Companies LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.**

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her, or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note 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.

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5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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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 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 its 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.

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.

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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 COMPANIES LLC**, an Arizona Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES. A Six Hundred Thousand ($600,000) Dollar investment consisting of one (1) Promissory Note issued by **TRI-CORE COMPANIES LLC**, an Arizona Limited Liability Company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire, and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

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TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or June 2, 2011.

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20. ACKNOWLEDGMENT

By signing below, the undersigned acknowledges that he/she has read and understood this entire Private Placement Memorandum.

Signature

06/05/10
Date

Claudia Montes
Print Name

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EXHIBIT A

SUBSCRIPTION AGREEMENT

TRI_C007431

Print Name of Subscriber: _____

Amount Loaned: $_____

Number of Notes:_____

TRI-CORE COMPANIES LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MAXIMUM OF ONE PROMISSORY NOTE

SIX HUNDRED THOUSAND ($600,000) DOLLARS PER NOTE

JUNE 3, 2010

SUBSCRIPTION INSTRUCTIONS
(Please read carefully)

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The subscriber for the Secured Promissory Note, Six Hundred Thousand ($600,000) Dollars per Note (the "Notes") of Tri-Core Companies LLC, an Arizona Limited Liability Company ("the Company"), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to Tri-Core Companies LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250.

Payment for the Securities should be made by check payable to the Tri-Core Companies LLC and enclosed with the documents as directed in Section III below.

I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser's Questionnaire

II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III. Payment for the Note must be made by check as provided below:

Your note is to be paid in sixty (60) installments, each in the amount of ten thousand ($10,000) dollars per installment, over a six (6) year period. Ten (10) installments are due each year over the six (6) year period.

Please make your first installment payable, for Ten Thousand ($10,000 dollars to ***Tri-Core Companies LLC.*** Your check for the first installment should be enclosed with your signed subscription documents.

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: _____

Amount Loaned: $_____

Number of Notes: _____

Subscription Agreement

To: Tri-Core Companies LLC
8800 E. Chaparral Road - Suite 270
Scottsdale, AZ 85250

Gentlemen:

1. Subscription. The undersigned hereby subscribes for One (1) Note of Tri-Core Companies LLC (the"Company"), an Arizona Limited Liability Company, and agrees to loan to the Company Six Hundred Thousand ($600,000) Dollars per Note for an aggregate loan of **$600,000** (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated June 3, 2010, together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Six Hundred Thousand ($600,000) 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 One (1) Note at Six Hundred Thousand ($600,000) Dollars per Note, payable in Sixty (60) Installments of Ten Thousand ($10,000) Dollars per installment over a Seventy Two (72) month period, with no minimum subscription (the "Offering"). The maximum aggregate loan to the Company from this Offering will be Six Hundred Thousand ($600,000) 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, Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to Tri-Core Companies LLC, at 8800 E Chaparral Road, Suite #270, Scottsdale, AZ 85250. The undersigned understands and agrees that he or it will not become a "Holder" of the Note and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the

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Company the Loan Amount by ***check made payable to the order of Tri-Core Companies LLC*** in the amount indicated above.

5. Acceptance or Rejection of Subscription/Installment. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription/installment, 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 installments in the amount of Six Hundred Thousand ($600,000) Dollars.

2. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

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8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the requisite company power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the

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rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate

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to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to

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which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated there under by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

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(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she, or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Tri-Core Companies LLC, at 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

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12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Arizona and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

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IN WITNESS WHEREOF, the undersigned, by his, her, or its execution hereof, has read and approved this Subscription Agreement and agrees to be bound by this Agreement.

Executed this 05 day of June, 2010, at Las Vegas (City), California (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.

Claudia Montes

Print Name of Individual

Print Name of Spouse / Co-Investor
(If Funds are to be Invested in Joint Name or are Community Property)

[redacted]

Print Social Security Number of Individual

Print Social Security Number of Spouse or Co-Investor
(If Funds are to be Invested in Joint Name or are Community Property)

Signature of Individual

Signature of Spouse / Co-Investor
(If Funds are to be Invested in Joint Name or are Community Property)

Print Residential Address:

[redacted] NV [redacted]

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).

Print Name of Partnership, Corporation, Trust, or Other Business Entity	**Print Federal Tax Identification Number**
Signature of Authorized Representative	**Print Jurisdiction of Entity**
Print Name of Authorized Representative	**Print Title of Authorized Representative**
Print Residential Address of Investor:	**Print Residential Telephone Number:**

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this _____ day of _____, 2010.

TRI-CORE COMPANIES LLC

By:_____
Jason Todd Mogler – President

By:_____
Jim Hinkeldey – Vice-President

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EXHIBIT 1
INVESTOR STATUS

(Please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).

CAM
initials A. **"Nonaccredited Investor".** The undersigned does not meet the definition of an "Accredited Investor" as defined herein below;

_____
initials B. **"Accredited Investor".** The undersigned is an Accredited Investor as defined below (*check applicable box*):

☐1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;

☐2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million ($5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million ($5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

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☐5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

☐6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐7. Any trust, with total assets in excess of Five Million ($5,000,000)Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

☐8.* Any entity in which all of the equity owners are Accredited Investors.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and <u>each</u> equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

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* If this box is checked, please indicate on a separate schedule to be attached hereto, the category of Accredited Investor in which each equity owner of such entity is included.

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EXHIBIT B

PROMISSORY NOTE

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EXHIBIT B

PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Tri-Core Companies LLC, an Arizona Limited Liability Company, with offices at 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250 (the "Maker"), for value received as described below, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of **$600,000 Dollars** with an annual rate of return of forty percent (40%). Your note is to be paid in sixty (60) installments, each in the amount of ten thousand ($10,000) dollars per installment, over a six (6) year period (72 months). Ten (10) installments are due each year over the six (6) year period. Interest shall be due and payable, on the sum of the collected installments, at maturity and based on the commencement date of the Note. The entire Principal shall be due and payable, on the sum of the collected installments, to the Holder no later than seventy two (72) months from the issuance date of the Note. Principal and Interest will be paid only on the sum of actual installments paid and cleared in accordance with the Maturity Schedule as described in Schedule E. The principal and any interest due on said principal may be prepaid at the sole discretion of the Company, without a prepayment penalty or premium at any time.

1. NOTES

This Note in the principal amount of Six Hundred Thousand ($600,000) Dollars per Note, payable in Sixty (60) Installments of Ten Thousand (10,000) Dollars per installment over a Seventy Two (72) month period, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated June 3, 2010. The Note shall be senior debt of the Maker and secured by 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 purchases.

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

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subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver, or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt thereof, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to Tri-Core Companies LLC, 8800 E. Chaparral Road, Suite 270, Scottsdale, AZ 85250. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Arizona, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Arizona without regard to conflict of laws rules applied in the State of Arizona. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Arizona with respect to any action or proceeding brought with respect to this Note.

(g) **Approval.** By signing below, each party respectively acknowledges that they have read and approved this promissory note.

Maker:

Tri-Core Companies LLC,
An Arizona Company
8800 E. Chaparral Road - Suite 270
Scottsdale, AZ 85250

Claudia Montes
Print Name

06/05/10
Signature & Date

Holder:

Print Name

Signature & Date

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EXHIBIT C

Tri-Core Companies LLC

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the "Notes") offered by Tri-Core Companies LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Full Name: Claudia Montes

2. Address of Principal Residence: [redacted]

[redacted] NV [redacted]

County: [redacted]

3. Residential Telephone Number [redacted]

4. Where are you registered to vote (County & State)? NV

5. Your driver's license is issued by the following state: NV

6. Other Residences or Contacts: *Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:*

_____

_____

7. Please send all correspondence to:

(1) _____ Residential Address *[as set forth in item A-2]*

(2) N/A Business Address *[as set forth in item B-1(a)]*

8. Date of Birth: [redacted]

9. Country of Citizenship: [redacted]

10. Social Security Number or Tax I.D. Number: [redacted]

11. E-Mail Address: montesone@[redacted]

B. Occupations and Income

1. Occupation: Entrepreneur

   (a) Business Address: [redacted] NV [redacted]

   (b) Business Telephone Number [redacted]

2. Gross income during each of the last two years exceeded:

   (1) _____ $25,000 (3) ✓ $50,000

   (2) _____ $100,000 (4) _____ $200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000.

   (1) _____Yes (2) _____No (3) ✓ Not Applicable

4. Estimated gross income during current year exceeds:

   (1) _____ $25,000 (3) ✓ $50,000

   (2) _____ $100,000 (4) _____ $200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000.

   (1) _____Yes (2) _____No (3) ✓ Not Applicable

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____$50,000-$100,000 (2) _____$100,000-$250,000 (3) _____$250,000-$500,000

(4) ✓ $500,000-$750,000 (5) _____$750,000-$1,000,000 (6) _____over $1,000,000

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2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)✓ Yes (2)____ No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____ Yes (2)✓ No

E. Investment Percentage of Net Worth

If you expect to invest at least $100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)____ Yes (2)____ No (3)✓ Not Applicable

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)✓ Yes (2)____ No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor(s):

Signature Date: 06/05/10

Signature *(of spouse or co-investor, if purchase is to be made as joint tenants or as tenants in common)* Date: _____

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EXHIBIT D

TRI-CORE COMPANIES LLC
BUSINESS PLAN

Mission Statement
The mission of Tri-Core Companies LLC (the Company) is to purchase virgin beachfront land on the Gulf of California (Sea of Cortez), Sonora, Mexico for either resale or for development.

The specific location the Company has concentrated on is between El Golfo de Santa Clara on the north and Puerto Peñasco (Rocky Point) on the south. This is a distance of about 80 miles and was chosen because of the access the new Coastal Highway has afforded this area. Prior to the new highway, this area was inaccessible except by rugged four-wheel-drive vehicles. The highway now makes this area accessible by automobile for millions of visitors and buyers from the United States.

The Company believes that there will be a major increase in demand for property in this area with the completion of the new coastal highway.

Business Operations
Ownership and Employees:
The Company is intended to be a very competitive, highly motivated company with a small number of select key employees. The majority of the day to day responsibilities, planning and development tasks will be performed by the principal/managing partners. All other tasks that cannot be performed on behalf of the company by principals or employees will be done by hired contract services. An example of a hired contract service would be accounting.

Jason Todd Mogler - President and Principal

Mr. Mogler is a principal partner in Tri-Core Companies LLC, Tri-Core Business Development LLC, Tri-Core Business Development 2 LLC, and Tri-Core Lending, Inc., as well as the President of MyCreditStore dba LenderSquare, Inc. which has been a profitable business since 1997.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology. His master studies with Thunderbird American Graduate School of International Management give him an international understanding of business strategies and marketing position. His practical work experience as the Director of Construction Lending for the Royal Bank of Canada gives him thorough knowledge of construction lending and banking operations.

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Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Vince Gibbons – Vice-President, Principal, and Director of Development & Engineering

Mr. Gibbons has over 22 years of civil engineering experience domestically and internationally. His expertise encompasses due diligence, master planning, feasibility studies, design and contract document preparation for private development, commercial, water, transportation, airport, flood control, storm drain, and sewer projects. Additional professional skills include total project management, design build, construction management, shop drawing review, inspection, cost estimates, and budget and schedule control. Mr. Gibbons is proficient in managing multi-disciplined teams and large projects for private developers and public agencies, as well as smaller more detailed oriented projects. He has earned a reputation for being quality conscious, and for "going the extra mile" to complete projects on time and within budget. He has worked on a wide variety of projects in the states of Arizona, Utah, Colorado, Nevada, and New Mexico, and in the countries of Panama and Mexico, and is very familiar with the requirements and criteria of each associated governing entity. This broad experience has provided him with an extensive base of knowledge that allows him to develop innovative and cost effective solutions for a myriad of situations.

Mr. Gibbons has owned and operated Tri-Core Engineering for over 9 years. Tri-Core Engineering currently has offices in Arizona, Colorado, and Nevada and is registered in Panama. With a staff of highly qualified and diversified individuals and professionals, Tri-Core Engineering has the ability to offer its clients a wide range of services and expertise. Mr. Gibbons functions as owner, president, and project manager of various endeavors. He and his staff are committed to ensuring that every project is completed to the highest level of accuracy and completeness, and that each client is provided with the individual attention and service they require.

Tri-Core Engineering's expertise encompasses:

- Agency coordination & Negotiations
- Assurance/Quality Control
- Budget & Schedule Control
- Contractor bidding and negotiations
- Construction oversight & management
- Coordination of sub-consultants
- Drainage plans
- Major Roadway design
- Master plan document creation
- Preliminary lot layout
- Final plat design
- Pro-forma cost estimates

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Tri-Core Engineering is known nationally and internationally for their civil engineering expertise, as well as their diversity of work on master planned communities. Samplings of their national and international projects include the following:

- **El Rio Country Club – Mohave County, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 640-acre master-planned residential golf community in Mohave County, Arizona. This community consists of an 18-hole championship golf course, gated entrances, commercial areas, restaurants, spacious clubhouse facilities, and community swimming pools and spas.

- **Eagle View Subdivision – Kingman, Arizona.**

  Tri-Core Engineering was the engineering firm of record for this 113-acre master-planned residential community in Kingman, Arizona.

- **Villages at Loreto Bay, Master Planned Development – Loreto, Mexico.**

  Tri-Core Engineering was the engineering firm of record for this 10,000-acre development. This project is in the construction stage, with over $300 million in sales.

- **Colonias de Cardenas, Master Planned Community – Panama City, Panama.**

  Tri-Core Engineering was the engineering firm for the Panama Railroad Company for their Colonias de Cardenas development, a 2,500-acre Master Planned Community. The project is currently at the permit stage.

- **Punta Delfin, Enchantment of México – Sea of Cortez, Sonora, México.**

  Mr. Gibbons is both a partner and the engineer of record responsible for the engineering aspect of this development. He is also involved in all aspects of the development process for this high-end master planned community. This community consists of a 790-acre seaside residential golf development and marina, as well as a five-star resort hotel. This project is in the permit stage.

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Jim Hinkeldey – Vice-President and Principal

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Mr. Hinkeldey headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

Mr. Hinkeldey also managed a mortgaged backed portfolio. He successfully rearranged the structure of the portfolio to meet asset/liability re-pricing demands. His concept creation resulted in a portfolio that meet re-pricing sensitivity models while delivering positive bottom line results.

Mr. Hinkeldey's business philosophy is based on total enterprise engagement, accountability, and the deliverability of profitable projects. Mr. Hinkeldey's philosophy is that the client and his investment or requirements come first and are paramount to each success.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

Market Knowledge and the Property
Knowledge of the Marketplace:
The Principals of the Company have been active in real estate and Mexico for several years and consider the El Golfo/Rocky Point market one of the (if not the most) active markets in all of Mexico for development and potential upside investment.

The El Golfo area was chosen for the Company's purchases due to its potential appreciation. Some of the driving factors that influenced this decision were:

- 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

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- The scenic mountain views of the Baja Peninsula
- The opening of the area by the new Coastal Highway from the US/Mexico border 300 miles to the south along the coast of the Sea of Cortez to Guaymas, Mexico, a major seaport;
- The new $50 million dollar international airport at Rocky Point accommodates all types of passenger planes
- Two state-of-the-art hospitals, Hospital of Peñasco and the IMMS Hospital, are currently under construction and will serve the El Golfo/Rocky Point areas
- The newly designated cruise ship port in Rocky Point

The Mexican and Sonoran Governments are dedicated to promoting the area as a major destination for both Americans and Canadians. This is evidenced by the millions of dollars of infrastructure being put in place by the United States and Mexican Governments. A prime example of this dedication is the Coastal Highway. This three hundred mile highway is being built and will connect the port city of Guaymas in Mexico with the US/Mexico border at San Luis Rio Colorado, south of Yuma, Arizona. This will make the whole area much more accessible for millions of Americans in Southern California, Arizona, and Nevada for weekends and vacations, as well as for longer stays by visitors from all across the United States and Canada.

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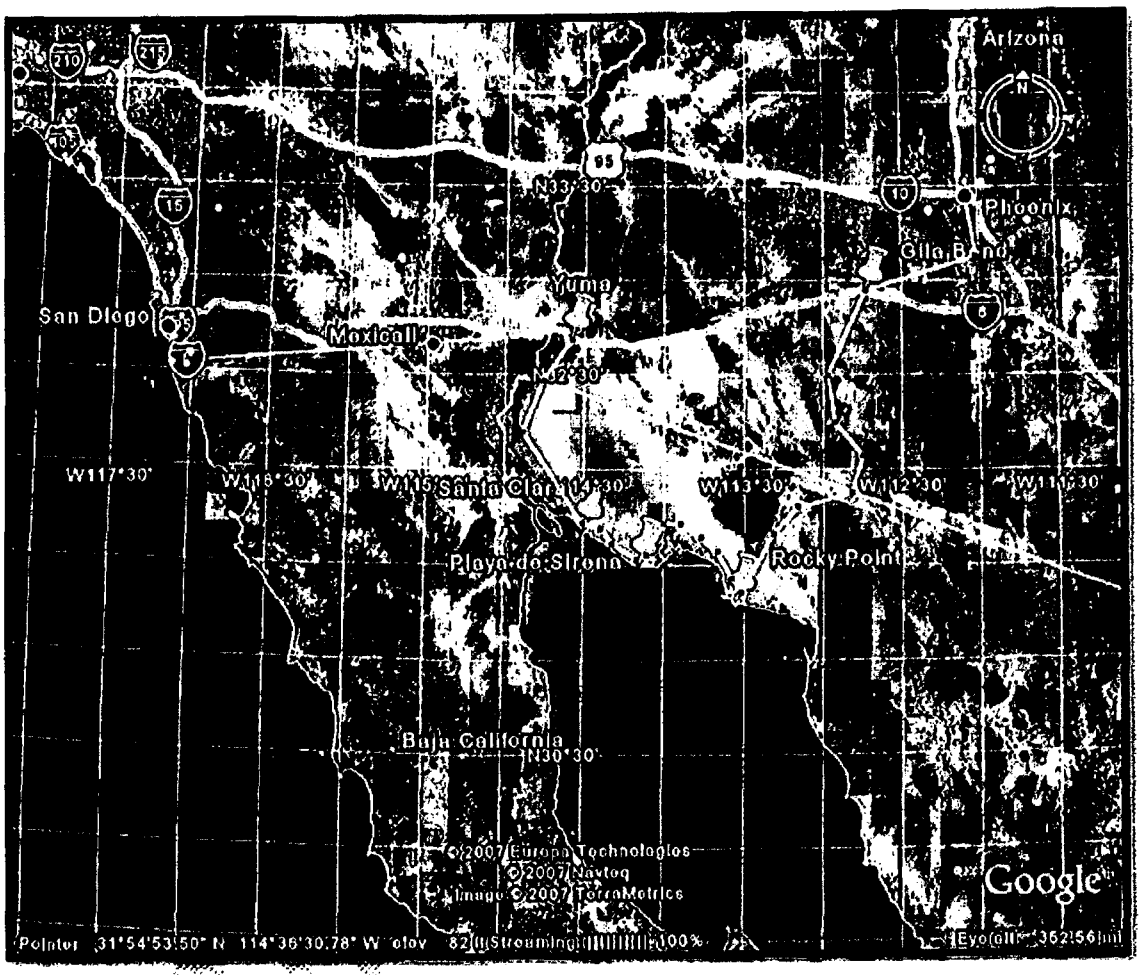
Arizona
N
210
215
10
15
95
N33°30'
10
Phoenix
Gila Bend
Yuma
San Diego
5
Mexicali
5
N32°30'
W117°30'
W116°30'
W115°
Santa Clara
W114°30'
W113°30'
W112°30'
W111°30'
Playa de Sirena
Rocky Point
Baja California
N30°30'
© 2007 Europa Technologies
© 2007 Navteq
Image © 2007 TerraMetrics
Google
Pointer 31°54'53.50" N 114°36'30.78" W elev 82 ft Streaming 100%
Eye alt 362.56 mi

These units have generally sold for $300,000 to over $1,500,000, primarily to U.S. residents.

El Golfo is about 25 miles east of Rocky Point. The El Golfo area is near the northern end of the Sea of Cortez and is well protected from adverse weather. Consequently, the waters are generally calm. El Golfo is a picturesque fishing village with long, wide, sandy beaches. The fishermen launch their boats from the sandy beaches directly to the water. There is at present one paved road that ends at El Golfo.

The new Coastal Highway makes the drive between El Golfo and Rocky Point approximately 30 minutes. Accordingly, this whole area between Rocky Point and El Golfo is poised to undergo extensive real estate development. In anticipation of this future growth, a new major border crossing facility is planned for San Luis to help relieve congestion at the present in-town facility. The number of inspection lanes will increase from five to sixteen, and will consequently decrease the time for crossing the border.

For the first time, large U.S. markets from California, Nevada, and Western Arizona will be within a reasonable driving distance. As an example, the Southern California market will have its driving time reduced from approximately eight hours to just around four hours. There are many resort areas of Mexico with extensive development taking place, however, there are only limited areas on the calm waters of the Sea of Cortez that have good driving access from the United States.

The new highway is the driving force that has dramatically changed access to this area. It is the Company's belief that since prime oceanfront land in this area's acreage is limited, the demand for this property will be strong. This belief is further strengthened by its aggressive promotion of Relaxante to the new markets of California, Nevada, and Western Arizona.

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Summary Chart For Ms. Claudia Montes

November and December are skipped anually for example purposes only

Month		Princ. & Int	Month		Princ. & Int
1		$34,000	37		$22,000
2		$33,667	38		$21,667
3		$33,333	39		$21,333
4		$33,000	40		$21,000
5		$32,667	41		$20,667
6		$32,333	42		$20,333
7		$32,000	43		$20,000
8		$31,667	44		$19,667
9		$31,333	45		$19,333
10		$31,000	46		$19,000
11		$0	47		$0
12		$0	48		$0
13		$30,000	49		$18,000
14		$29,667	50		$21,667
15		$29,333	51		$21,333
16		$29,000	52		$21,000
17		$28,667	53		$20,667
18		$28,333	54		$20,333
19		$28,000	55		$20,000
20		$27,667	56		$19,667
21		$27,333	57		$19,333
22		$27,000	58		$19,000
23		$0	59		$0
24		$0	60		$0
25		$26,000	61		$14,000
26		$25,667	62		$13,667
27		$25,333	63		$13,333
28		$25,000	64		$13,000
29		$24,667	65		$12,667
30		$32,333	66		$12,333
31		$24,000	67		$12,000
32		$23,667	68		$11,667
33		$23,333	69		$11,333
34		$23,000	70		$11,000
35		$0	71		$0
36		$0	72		$0
			Total		$1,394,000

Summary Chart For Ms. Claudia Montes

November and December are skipped anually for example purposes only

Month		Princ. & Int	Month		Princ. & Int
1		$34,000	37		$22,000
2		$33,667	38		$21,667
3		$33,333	39		$21,333
4		$33,000	40		$21,000
5		$32,667	41		$20,667
6		$32,333	42		$20,333
7		$32,000	43		$20,000
8		$31,667	44		$19,667
9		$31,333	45		$19,333
10		$31,000	46		$19,000
11		$0	47		$0
12		$0	48		$0
13		$30,000	49		$18,000
14		$29,667	50		$21,667
15		$29,333	51		$21,333
16		$29,000	52		$21,000
17		$28,667	53		$20,667
18		$28,333	54		$20,333
19		$28,000	55		$20,000
20		$27,667	56		$19,667
21		$27,333	57		$19,333
22		$27,000	58		$19,000
23		$0	59		$0
24		$0	60		$0
25		$26,000	61		$14,000
26		$25,667	62		$13,667
27		$25,333	63		$13,333
28		$25,000	64		$13,000
29		$24,667	65		$12,667
30		$32,333	66		$12,333
31		$24,000	67		$12,000
32		$23,667	68		$11,667
33		$23,333	69		$11,333
34		$23,000	70		$11,000
35		$0	71		$0
36		$0	72		$0
			Total		$1,394,000

Summary Chart For Ms. Claudia Montes

November and December are skipped anually for example purposes only

Month		Princ. & Int		Month		Princ. & Int
1		$34,000		37		$22,000
2		$33,667		38		$21,667
3		$33,333		39		$21,333
4		$33,000		40		$21,000
5		$32,667		41		$20,667
6		$32,333		42		$20,333
7		$32,000		43		$20,000
8		$31,667		44		$19,667
9		$31,333		45		$19,333
10		$31,000		46		$19,000
11		$0		47		$0
12		$0		48		$0
13		$30,000		49		$18,000
14		$29,667		50		$21,667
15		$29,333		51		$21,333
16		$29,000		52		$21,000
17		$28,667		53		$20,667
18		$28,333		54		$20,333
19		$28,000		55		$20,000
20		$27,667		56		$19,667
21		$27,333		57		$19,333
22		$27,000		58		$19,000
23		$0		59		$0
24		$0		60		$0
25		$26,000		61		$14,000
26		$25,667		62		$13,667
27		$25,333		63		$13,333
28		$25,000		64		$13,000
29		$24,667		65		$12,667
30		$32,333		66		$12,333
31		$24,000		67		$12,000
32		$23,667		68		$11,667
33		$23,333		69		$11,333
34		$23,000		70		$11,000
35		$0		71		$0
36		$0		72		$0
				Total		$1,394,000

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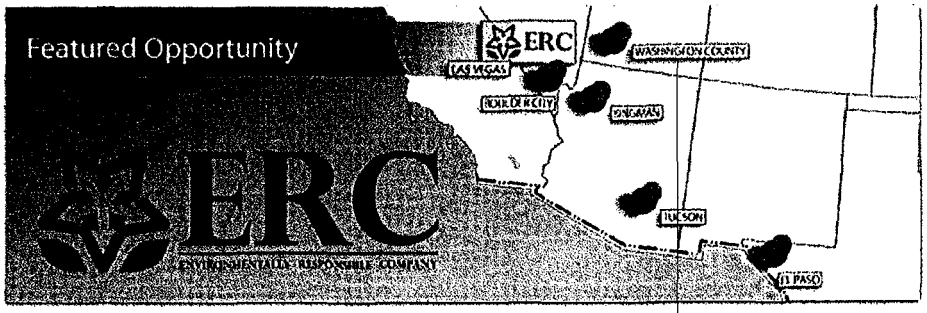
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Socially Responsible Investing

Arizona Investment Center is investing in YOU.

We are always looking for innovative opportunities that are not necessarily tied to the current economic environment that also help build a sustainable and equitable economy. With Arizona Investment Center, investors have the chance to build a greener, eco-friendly world, while earning above average returns due to our investment strategy, which looks to maximize your return while being socially-conscious.

Socially responsible investing is a **$3 trillion market**, broad based approach to investing, also recognized as green investing, sustainable investing, and ethical investing. Green investment options are always being explored by Arizona Investment Center.

ERC (Environmentally Responsible Company) - MRF (Material Recovery Facilities)

One example of a social investment partner that Arizona Investment Center has worked closely with is ERC, which is operating and expanding current MRFs. MRFs have the capability to turn over 99% of all trash in to a recycled, reusable product, significantly reducing landfill usage. In conjunction with MRF, there is always the commodities market, more specifically the pellets market, which is agricultural trash that being turned into a renewable, usable resource used for energy. With years of experience working with ERC (Environmentally Responsible Company) in the recycling industry, we are excited to share with investors' new ways to "Invest in you."

Call 480-278-7031 to get more information today about our green investment opportunities.

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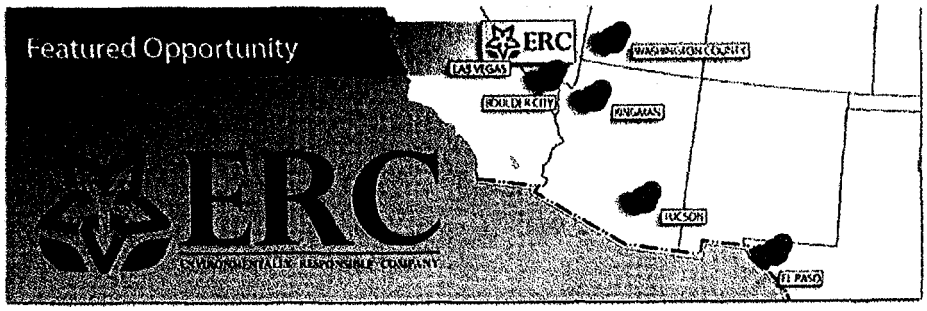

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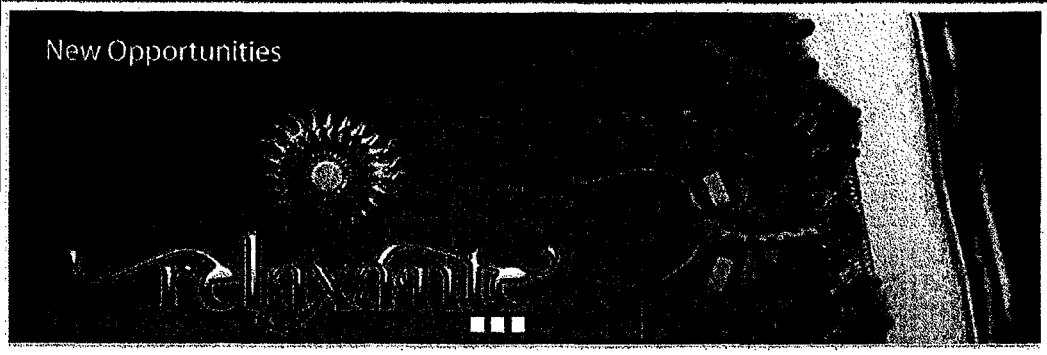

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Send us your contact information, come into our office, or just give us a call to learn more about Alternative Investments!

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Phoenix Premium Properties

Phoenix Premium Properties believes that an exciting investment opportunity exists to participate in its residential investment division. The company seeks to expand ...

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ERC is a Green business and one of the first truly "Closed Loop" recycling programs in the United States. ERC is expanding and reducing the amount of waste that makes it to landfills...

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Mexico is Hot

One of the prime international land development projects at Arizona Investment Center, Mexico is Hot talks about investing in beach-front, resort zoned areas. Located just off the Sea of Cortez the...

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United Solar Plants

In addition to many of our other environmentally friendly investment opportunities, United Solar Plants provides an opportunity to get involved in the future of energy production. Solar energy is a fantastic source...

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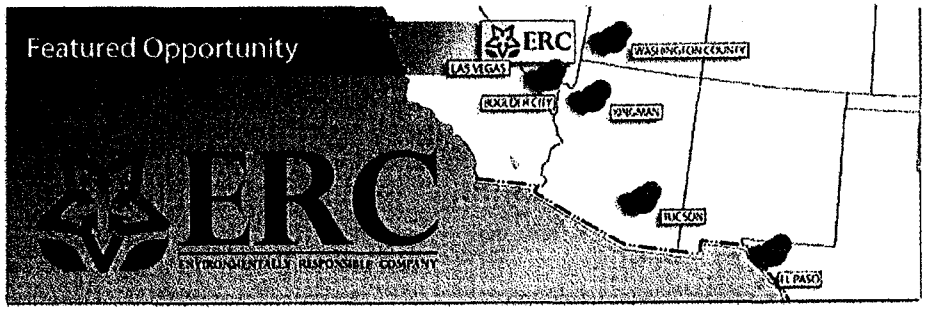

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20	21	22	23	24	25	26
27	28	29	30	31		

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Wisconsin Seminar May 12, 2012

Alternative Investments 101: Thursday Evenings [Recurring]

The Investment Roadshow: Tuesday Afternoons [Recurring]

The Money Team: Sunday Afternoons [Recurring]

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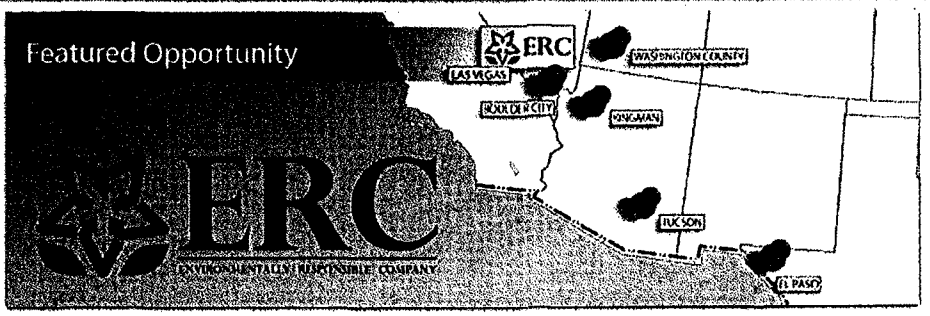

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About Us

Jason Mogler

Jason Todd Mogler is a master investor, entrepreneur and philanthropist. Jason has twenty plus years of experience in both domestic and international markets.

An Arizonan native, his family has been in business in Arizona since 1940 his grandfather Roger Krants was a successful general contractor who completed several major commercial and residential ventures. You could say that successful business has been in Jason's blood since birth.

Jason's practical work experience include the position of Director of Construction Lending for Republic Mortgage, and the Director of Construction Lending for the prestigious Royal Bank of Canada, his extensive work experience gives him thorough knowledge of lending and banking operations.

Jason not only has the financial knowledge but also has the practical business experience to take business from concept to successful reality in both domestic and international markets.

Mr. Mogler has an impressive academic resume at Arizona State University where he holds a Bachelor of Science degree with a major in marketing and a minor in psychology along with master studies with Thunderbird American Graduate School of International Management.

Jason has also been noted for his philanthropy with numerous organizations both in Arizona and throughout the country. Mr. Mogler has a very long reputation for honest business practices and fair dealings with all people both personally and professionally.

Jim Hinkeldey

Jim Hinkeldey possesses thirty-five years of banking and financial experience including portfolio management, joint venture management, and all aspects of the mortgage banking profession for select regional New York banks.

Jim headed the Joint Venture division at Richmond Hill Savings Bank in New York. He was responsible for land acquisition through project conclusion which included the delivery of completed developments in a timely and cost efficient, profitable manner.

Brian Buckley

Mr. Buckley serves as Arizona Investment Center's leading expert in the Sonora, Mexico real estate markets. His role spans property identification, land valuation, and management oversight.

In addition, Mr. Buckley is the primary liaison to Arizona Investment Center's investors. He is a dynamic international presenter who has traveled all over the globe from Chicago to China informing audiences of various investment opportunities through

Arizona Investmenr Center.

Ryan Chester

Mr. Chester brings over fifteen years of strategic positioning financial, and analytical experience in a wide variety of industries. His multinational client list spans diverse industries including green tech, recycling, municipal waste, and E-waste; broadband; media and entertainment; software, Internet and ecommerce; ambulance and private fire protection services; regenerative and apnea medical devices; and manufacturing and fulfillment to name a few.

Contributors

Bob Blayter

One of our top article contributors and host of Arizona Investment Center sponsored, "Money Team" on Sundays at 3pm, Bob Blayter offers valueable insight for every income. Mr. Blayter has helped thousands of people get out of debt and establish a budget. You may contact Bob at at financiallyfreeseminars@gmail.com to schedule a seminar at your place of work or for personal consultation.

Or visit his website at: www.financiallyfreeseminars.com

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Information

Phoenix Premium Properties creates profit through the purchase and resale of lender owned and foreclosed residential real estate. They are a seasoned investment team with over 45 years of combined experience who last year managed over $15 million worth of real estate.

This is a passive, asset backed investment opportunity that allows investors to utilize our expertise and experience acquiring residential properties for resale in the Phoenix real estate market.

Phoenix Premium Properties differs from our competitors in these ways:

- *REO Pools - Allowing investors to passively participate in real estate investments at a lower buy-in.*
- Asset Backed Investment - Investments are secured by the properties purchased by the pool.
- Priority Payout - Investor's returns have first priority of payment.
- Security Title - The funds during the investment term are held in escrow by the agent, Security Title, a well known title company. The escrow account was specially created for our investors to keep their monies safe and secure.

Thank you for your interest in Phoenix Premium Properties, a proud partner of the Arizona Investment Center.

PHOENIX PREMIUM PROPERTIES

A Proud Partner of the Arizona Investment Center

Summary of Investment

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Visit us online:
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PHOENIX PREMIUM PROPERTIES

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Comments Tell me about Phoenix Premium Properties

Information

The company has launched a Flagship Operation in Las Vegas, Nevada with the first, true Closed Loop process that focuses on the goal of keeping "all" Municipal Solid Waste (MSW) out of landfills.

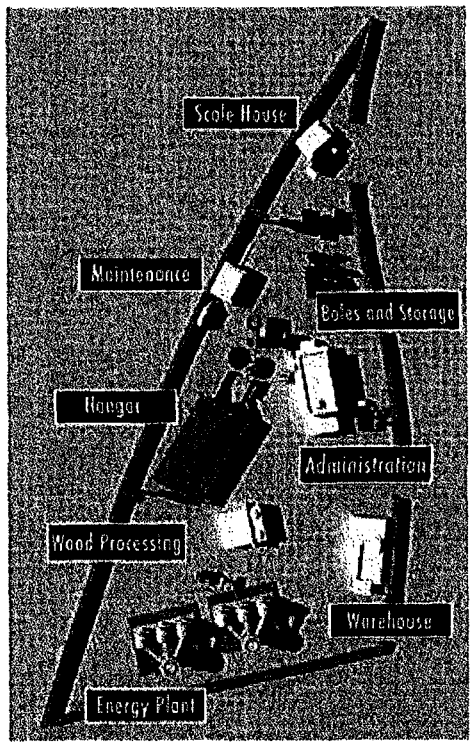
Leading industry competitors own and operate landfills, which provide a significant source of revenue and are thus biased toward maintaining (and growing) landfill revenues while publically promoting waste-to-landfill reduction. Our company does not have such double standard biases.

To our knowledge, no other company operates a true Closed Loop waste recycling and processing facility where "all" waste is converted to products for sale in commodity or retail markets. This includes back-end biomass and biofuel renewable energy services, which convert organic wastes to bio pellets in the secondary processing operation and organic and inorganic wastes (e.g. glass, leather, rubber, and textiles) into energy in our waste to energy gasification process for sale to energy and utility companies.

The company brings the many years of front-end waste collection, transfer, material recovery, recycling, and remnant product manufacturing services into the mix, thus closing the loop on MSW.

Preventing the waste from entering landfills is a key initiative both nationally and in Nevada.

Thank you for your interest in ERC, a proud partner of the Arizona Investment Center.



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More information available at: www.ercnv.com

ERC
ENVIRONMENTALLY RESPONSIBLE COMPANY

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Comments: Tell me about ERC

Information

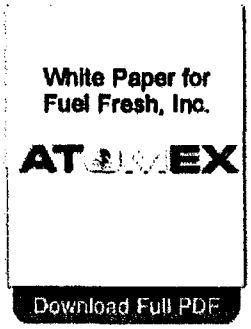
Fuel Fresh Inc., is a fuel additive manufacturer based in Phoenix, Arizona providing the marketplace with unique products of the highest quality since 1989. Current clients include the largest engine manufacturer in the world, Briggs & Stratton Corporation of Milwaukee, Wisconsin. Fuel Fresh has remained their single supplier for high performance fuel additives for over 20 years.

"Atomex," fuel additive is a spinoff from Fuel Fresh research and development program, a work in progress for over 10 years. "Atomex," is the only fuel additive made which causes water vapor to form in the combustion chamber, which provides the following additional benefits:

- Lower exhaust emissions
- NOx, CO, HC, PM
- Maintain octane level of gasoline.
- Keeps fuel refinery fresh for about a year.
- Greater engine operating efficiency.
- Decarbonizes and cleans the combustion chamber.
- Cleans and maintains injectors, jets, valves.
- Inhibits fuel system corrosion.
- A cost effective approach to cleaner air.

By placing "Atomex," into the fuel supply at a minimal cost, a large net reduction of atmospheric pollutants can be realized in a relatively short period of time.

When this fuel additive is blended at the refinery or terminal level, the small increase in price per liter/gallon at the pump, will be offset by higher engine efficiency. The motoring public will appreciate the noticeably better operating vehicles, less maintenance costs, as well as less pollution.



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ATOMEX

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Information

Mexico has been a very rewarding area of investment for our investors. Although many areas of this country offer good opportunity, the one where we have concentrated our efforts over the last 10 years has been the North and Eastern shores of the Sea of Cortez in the state of Sonora.

Mexico's largest component of their GDP is oil. Next is tourism. The state of Sonora is one of the most proactive states in Mexico in promoting tourism. The Mexican government is currently building a 350-mile long coastal highway from the town of El Golfo de Santa Clara (on the Northwest coast) all the way to the city of Guaymas on the eastern coast of the Sea of Cortez.

This highway is allowing access to several thousand acres of prime beachfront property that previously had no road access at all. By purchasing beachfront parcels 2-3 years ahead of the highway progress, we are able to take advantage of normal appreciation plus the large property value increase that access provides.

Attractive Improvements include:

- Infrastructure improvements to the largest town along this highway, Puerto Peñasco (aka Rocky Point)
- New international airport near Rocky Point
- New cruise ship origination terminal near Rocky Point, scheduled to open in late 2012
- Proximity to U.S., only 1 hour South of the border and approximately a 4 hour drive from AZ & CA
- Nearest truly virgin beaches to the U.S. mainland

Thank you for your interest in Mexico is Hot, a proud partner of the Arizona Investment Center.

To get involved or speak with a representative call **480-278-7031**

More information available at: www.mexicoishot.com

mexicoishot

First Name

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Email

Phone

Comments Tell me about Mexico is Hot

Information

One of our many Green initiatives, United Solar Plants is a new addition to our wide range of socially responsible investment opportunities.

More Information Coming Soon...

Thank you for your interest in ERC, a proud partner of the Arizona Investment Center.

To get involved or speak with a representative call **480-278-7031**

USP
UNITED SOLAR PLANTS

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Comments Tell me about USP

Information

Tri-Core Companies, LLC is a boutique investment advisory and consulting firm offering a broad range of alternative financial projects and services.

Tri-Core Companies was created to bring qualified investment opportunities to investors through various business investment vehicles.

Our investment opportunities instruments range from sec prescribed investment tools, debt instruments as well as private investment opportunities in local, national and international markets.

Tri-Core Companies, LLC management has created incredible returns because of our teams' ability to identify national and international opportunities in the market, negotiate deals, and most importantly keep the investors happy.

Tri-Core Companies is an integrity driven business whose management has been serving Arizona for over 25 years and in the last year has expanded to include offices in Wisconsin.

Thank you for your interest in Tri-Core Companies, we are a proud partner of the Arizona Investment Center and look forward to hearing from you!

TRI-CORE COMPANIES

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TRI-CORE COMPANIES

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Information

More information coming soon.

Please call our office at: 480-278-7031 for more information.

Thank you for your interest in FuelFresh, a proud partner of the Arizona Investment Center.

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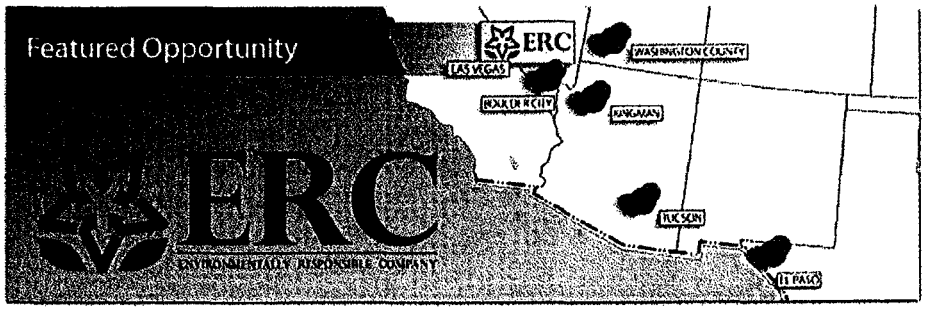

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Wisconsin Seminar May 12, 2012

When: May 12, 2012

Where: Crown Plaza Milwaukee West

Who: Free and available to everyone, please reserve your seat by calling 1-877-527-6698

What: Master Investor Jason Mogler, Brian Buckley, and Jim Hinkeldey be presenting all of our opportunities.

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The Investment Roadshow: Tuesday Afternoons [Recurring]

The Money Team: Sunday Afternoons [Recurring]

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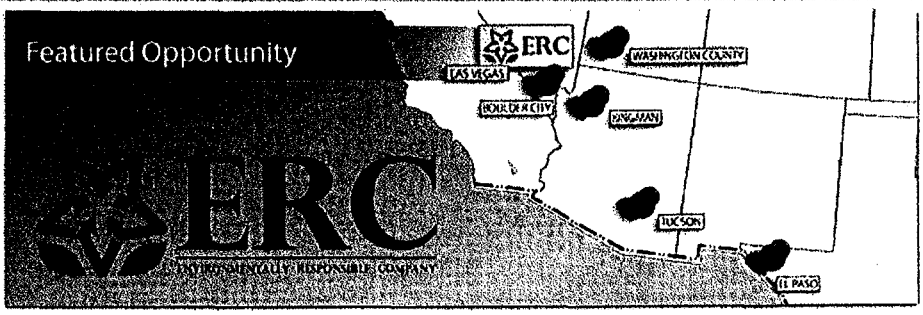

MAY 2012

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Events

Wisconsin Seminar May 12, 2012

Alternative Investments 101: Thursday Evenings [Recurring]

When: Every Thursday at 6pm

Where: Arizona Investment Center.

Who: The presentation is open to the public. Speakers include Jason Mogler and Brian Buckley

What: We're going to discuss some of the best emerging and socially responsible alternative investment opportunities. Additionally we'll be covering some basics of diversifying investment portfolios.

Call 1-877-527-6698 for more information or to reserve your seat.

The Investment Roadshow: Tuesday Afternoons [Recurring]

The Money Team: Sunday Afternoons [Recurring]

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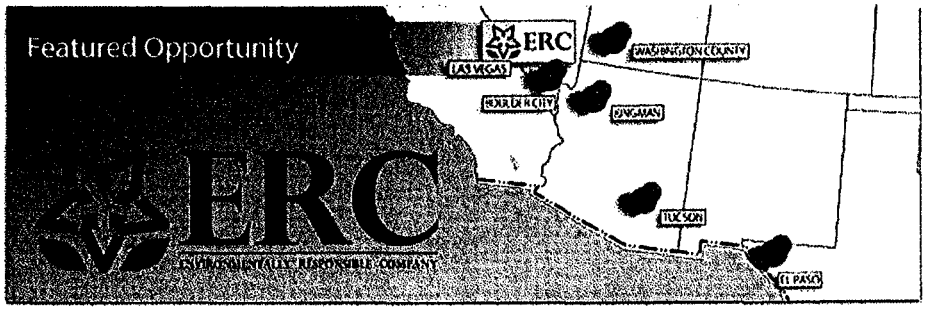

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Events

Wisconsin Seminar May 12, 2012

Alternative Investments 101: Thursday Evenings [Recurring]

The Investment Roadshow: Tuesday Afternoons [Recurring]

When: A 30 minute program every Tuesday at 2pm

Where: The Investment Roadshow

Who: Free and available to everyone online.

What: Join Jason, Jim and their guests to discuss financial strategies, current economic conditions, news and events.

The Investment Roadshow, your map to financial success Call 1-877-527-6698 for more information or to become a guest.

The Money Team: Sunday Afternoons [Recurring]

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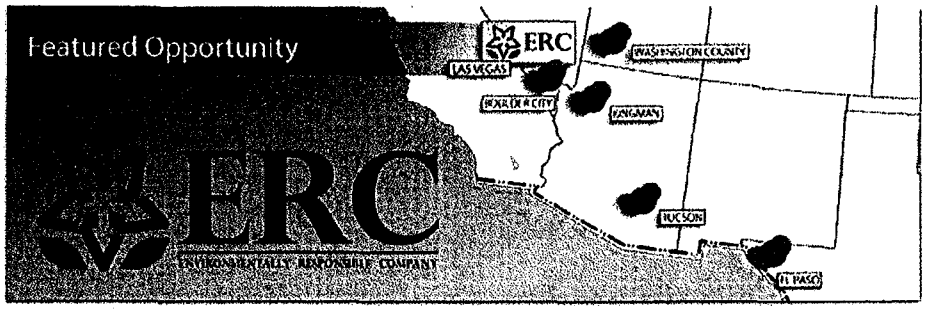

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Events

Wisconsin Seminar May 12, 2012

Alternative Investments 101: Thursday Evenings [Recurring]

The Investment Roadshow: Tuesday Afternoons [Recurring]

The Money Team: Sunday Afternoons [Recurring]

When: An hour program on Sundays from 3-4pm

Where: Phoenix station KPXQ 1360 AM

Who: *Free and available to everyone, tune into 1360 AM*

What: Listen to Jason Mogler and Bob Blayter discuss financial strategies, current economic conditions, news and events.
Call 1-877-527-6698 for more information or to become a guest.

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The Investment RoadShow

The Investment RoadShow offers real world advice to help you map out your financial success. Join hosts Jason and Jim right here on BlogTalkRadio.

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by Investment Road Show in Finance on Tue, June 14, 2011

Jason & Jim are joined by guest Brian Buckley to discuss alternative investments and what makes the Environmentally Responsible Company of Nevada such a wonderful, Green Investment opportunity. ERC utilizes the... more

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lternative Investments eriences

by Investment Road Show in Finance on Tue, October 18, 2011

Join Vicki, Gian, and Rhiannon from the Tri-Core Companies

Wisconsin branch as they discuss what alternative investments are and share some of their client stories.

Sel lrected cco nts and Ta Treatments

by Investment Road Show in Finance on Tue, September 27, 2011

Tri-Core Companies of Wisconsin joins us once again and will discuss what a self diected account is and what types of investments can be done in the account as well as, what tax treatments we work with.

l Se tember 1 th Seminar

by Investment Road Show in Finance on Tue, September 13, 2011

Introduction to Tri-Core Companies and overview of what will be covered in the Wisconsin Seminar being held September 17th. For details or to reserve at seat at this seminar, call: 1-877-527-6698

lternative Investments

by Investment Road Show in Finance on Tue, August 9, 2011

Were joined this week with special guest hosts Vicki, Gian, and Rhiannon from the Tri-Core Companies Wisconsin branch. Tri-Core specializes in asset-backed alternative investments such as land appreciation, Socially Responsible... more

Investing In reen Ind nergy

by Investment Road Show in Finance on Tue, August 2, 2011

Jason and Jim are joined by special guest Jim Stevens representing Wheatland Wind, a wind energy project and part of out Green Alternative Investment focus. Weve also got a recap from our Environmentally Responsible Companys "Think... more

e lcan Beach ront ro erty

by Investment Road Show in Finance on Tue, July 26, 2011

Welcome to another edition of The Investment Roadshow! Were joined by Jason, Jim and our special guest this week, Brian Buckley to talk about Mexico, International Investments and Land Appreciation. To learn more about the... more

ersonal Real state Investor

by Investment Road Show in Finance on Tue, July 19, 2011

Jason and Jim are back with special guest Andrew Waite from Personal Real Estate Investor Magazine. Andrew Waite touches on our self directed 401(k) topic from last week, explaining in depth how it can be used with alternative... more

Investing ith a Sel lrected 1 k

by Investment Road Show in Finance on Tue, July 12, 2011

The Investment Roadshow welcomes back investment specialists

Rhiannon Cupkie, Vicki Neuenschwander and Gian Lacayo from the Wisconsin branch of Tri-Core Companies. Well be discussing with

Investment Inde endence

by Investment Road Show in Finance on Tue, July 5, 2011

Jason and Jim present a special Independence Day episode of the Investment Roadshow. Today were talking about our Mexican properties and international land appreciation. We address some of the key fears investors have about... more

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About Financially Free Seminars

Do you ever wonder what happens to all your money or why you can't get along with what you make? If you do, you are like most Americans who live from paycheck to paycheck without stopping to think about their future. Bob Blayter founded the Financially Free Seminars to help people understand and apply sound principles for managing their money.

This is what we do

This step-by-step workshop is designed to show participants the necessary steps to set up a budget that works. All you need to know is how to add or subtract.

You will learn:

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1. To track your expenses in a fast, easy manner.
2. To eliminate debt without consolidating or getting any extra money.
3. To cut your expenses, without changing your standard of living.
4. To set up a real budget before you leave!

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Bob Blayter is available to come to your church or place of business to do a seminar for your congregation or employees.

Radio Show: The Money Team

Listen to Bob live on www.blogtalkradio.com on Wednesdays from 9:00 AM to 9:30 AM Pacific Standard Time

Call or email Bob for further details.
financiallyfreeseminars@gmail.com
480-239-4843

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1										
2	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Business Address
3	Marcus	Thomas J.	[redacted]	[redacted]	[redacted]	Virginia	[redacted]	[redacted]	mebchity@[redacted]	[redacted]
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7	Sokolik	Donna L.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	donna@[redacted]	
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9	McKnight	Victoria	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	Victoria.McKnight@[redacted]	[redacted]
10	Clark	William	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	naturalhealthstuff@[redacted]	[redacted]
11	Conway	Kelley		[redacted]	[redacted]	Arizona	[redacted]	[redacted]	kelley.clare@[redacted]	
12	Heller	Stephanie	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	stephanievirgil@[redacted]	
13	Beasley	Raymond L		[redacted]	[redacted]	Virginia	[redacted]	[redacted]	dbeasleyva@[redacted]	
14	Beasley	Danielle M.		[redacted]	[redacted]	Virginia	[redacted]	[redacted]	[redacted]	
15	Pitsch	Brent	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	pitschins@[redacted]	
16	Pitsch	Sherry	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
17	Sanchez	Henry	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
18	Robert	Pat	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	patrickpbob@[redacted]	[redacted]
19	Buckley	Brian	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	brian@tricoreworld.com	[redacted]
20	Buckley	Cheryl	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
21	Romero	Manuel	[redacted]					[redacted]	Romero_m@[redacted]	[redacted]
22	Strnad	Michael	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	mike@[redacted]	[redacted]
23	Pippins	Joseph	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	pippens04@[redacted]	
24	Pippins	Veronica	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
25	Fetter	Carrie	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
26	Ploof	John	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	johnploof@[redacted]	
27	Ploof	Lynn	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
28	Gibbons	John	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	[redacted]
29	Gibbons	Jennifer	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
30	Allen	Greg D.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	gdallen3@[redacted]	[redacted]
31	Johnston	Jeanette	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	Jeanettejohnston@[redacted]	[redacted]
32	Fangmeier	Delmar	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	delfang@[redacted]	
33	Fangmeier	Margaret	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
34	Fangmeier	Kristin	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	kfangmeier@[redacted]	[redacted]
35	Marino	Joseph	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	jmarino52@[redacted]	[redacted]
36	Fetter	Rodney	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	frcarrie@[redacted]	[redacted]
37	Richardson	Benjamin	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	brichardson_83@[redacted]	[redacted]
38	Allen	Jennifer	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	jkaplix@[redacted]	[redacted]

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	A	B	C	D	E	F	G	H	I	J
1										
2	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Business Address
39	Udd	Randal	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
40	Barnes	Jannene	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	kbkristy@[redacted]	[redacted]
41	Armstong	Michael	[redacted]	[redacted]	[redacted]	Missouri	[redacted]	[redacted]	marinspld@[redacted]	[redacted]
42	Armstrong	Richard	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	rarmstrong@[redacted]	[redacted]
43	Armstrong	Carol	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
44	Barnes	Jannene	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	[redacted]
45	Barnes	Jannene	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	[redacted]
46	Simak	Nicholas	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	nsimak0037@[redacted]	[redacted]
47	Wixson	Joyce Lewis	[redacted]	[redacted]	[redacted]	Illinois	[redacted]	[redacted]	jwixson106@[redacted]	[redacted]
48	Vollmer	Mark	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	marks_idealhealth@[redacted]	[redacted]
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50	Allen	Jennifer	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	[redacted]
51	Adriance	Georgean	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	pmsx7@[redacted]	
52	Floerchinger	Lee	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	leefloerchinger@[redacted]	
53	Adriance	Georgean	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
54	Staat	George	[redacted]	[redacted]	[redacted]	Illinois	[redacted]	[redacted]	[redacted]	
55	Rodriguez	Belinda	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	belindaoptima@[redacted]	
56	Rodriguez	Ryan							[redacted]	
57	Macsay	Maria	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	mariamacsay@[redacted]	
58	Jensen	Henrik	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	hrj@[redacted]	
59	Vollmer	Darlene M.	[redacted]	[redacted]	[redacted]	Wisconsin	[redacted]	[redacted]	drvoll@[redacted]	
60	Chapin, Jr.	Delbert E.	[redacted]	[redacted]	[redacted]	Wisconsin	[redacted]	[redacted]	[redacted]	
61	Garrett-Tran	Tiffany	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	tiffeurope@[redacted]	[redacted]
62	Kolber	Cynthia	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	ckolber@[redacted]	[redacted]
63	Hohman	John	[redacted]	[redacted]	[redacted]	Michigan	[redacted]	[redacted]	johnhohman9@[redacted]	[redacted]
64	Sanchez	Cory	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	corymsanchez@[redacted]	
65	Tennenbaum	Craig A.	[redacted]	[redacted]	[redacted]	Ohio	[redacted]	[redacted]	tennenbaumn@[redacted]	
66	Tennenbaum	Nanette L.	[redacted]	[redacted]	[redacted]	Ohio	[redacted]	[redacted]	tennenbaumn@[redacted]	
67	Scott	Leo	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	leo@[redacted]	
68	Scott	Lorraine	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
69	Mitzel	Eric	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	mitz2teach@[redacted]	
70	Mangas	Jerold	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	drmangas@[redacted]	[redacted]
71	Jensen	Per Rumann	[redacted]	[redacted]	[redacted]	Texas	[redacted]	[redacted]	perri1@[redacted]	
72	Therkildsen	Erik	[redacted]	[redacted]	[redacted]	Kalivia	[redacted]	[redacted]	et@[redacted]	[redacted]
73	Emelity	Mark A.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	keyplayr1@[redacted]	
74	Randolph	Kathleen	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	[redacted]	
75	Mitzel	Eric	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	mitz2teach@[redacted]	
76	Mangas	Jerold	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	drmangas@[redacted]	[redacted]
77	Whalen	David & Alicia	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	davealicia@[redacted]	21605 N. Central Ave.

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1										
2	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Business Address
78	Blair	Andrew	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	andrew@[redacted]	
79	Wong	Harry C.	N/A	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	harrycwong@[redacted]	[redacted]
80	Hickok	David	[redacted]	[redacted]	[redacted]	Idaho	[redacted]	[redacted]	david@[redacted]	[redacted]
81	Hansen	Martha	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	mhansen@[redacted]	[redacted]
82	Senser	Kurt	[redacted]	[redacted]	[redacted]	California	[redacted]	[redacted]	reks007@[redacted]	[redacted]
83	Schumacher	Warren & Sue	[redacted]	[redacted]	[redacted]	Illinois	[redacted]	[redacted]	warrens2332@[redacted]	[redacted]
84	Allen	Greg D.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	gdallen3@[redacted]	[redacted]
85	Francis	Arlene	[redacted]	[redacted]	[redacted]	California	[redacted]	[redacted]	afrancis1@[redacted]	
86	Francis	Daniel		[redacted]	[redacted]	California	[redacted]	[redacted]	dfrancis@[redacted]	
87	Lang	Margaret A.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	mlang7@[redacted]	[redacted]
88	Emmer	Dane A.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	demmer@[redacted]	[redacted]
89	Emmer	Pamela K.	[redacted]	[redacted]	[redacted]	Arizona	[redacted]	[redacted]	pemmer@[redacted]	[redacted]
90	Derby	Michael		[redacted]	[redacted]	California	[redacted]	[redacted]	[redacted]	Amber Gold, Inc.
91	Gonzalez	Cynthia	[redacted]	[redacted]	[redacted]	Nevada	[redacted]	[redacted]		
92	Bender	Fred	[redacted]	[redacted]	[redacted]	New Jersey	[redacted]	[redacted]		
93										
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2	Last Name	First Name	SSN # or Tax ID	Residential Address	City	State	Zip	Residential Phone	E-Mail Address	Business Address
116		**Totals:**								
117										
118	Accredited Investors:									
119	Non-Accredited Investors:									
120										

	A	B	K	L	M	N	O	P	Q	R	S	T	U	V	W
1											Tri-Core Business Development Lot 5 Investor Subscriptions				
2	Last Name	First Name	City	State	Zip	Business Phone	Voter Registration State	Driver's License State	Accredited?	Salesperson	Referral Source	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	
3	Marcus	Thomas J.	[redacted]	Virginia	[redacted]	[redacted]		Virginia	N	Brian Buckley	Brian	1	$5,000	$5,000.00	
4	Cranddell	Donald R.					Arizona	Arizona	N	Brian Buckley	Brian	1	$5,000	$5,000.00	
5	Mayhew	Andrew P	[redacted]	Virginia	[redacted]	[redacted]	Virginia	Virginia	N	Brian Buckley	Brian	1	$5,000	$5,000.00	
6	Wietsma	Peter	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N		?	10	$5,000	$50,000.00	
7	Sokolik	Donna L.							Y	Kurt Sokolik	Kurt	15	$5,000	$75,000.00	02/26/2007
8	Carlson	Sharon					Arizona	Arizona	Y	Jason Mogler	Jason	10	$5,000	$50,000.00	
9	McKnight	Victoria	[redacted]	Arizona			Arizona	Arizona	Y	Jason Mogler	Jason	6	$5,000	$30,000.00	
10	Clark	William	[redacted]	Louisiana	[redacted]	[redacted]			Y	Jason Mogler	Jason	12	$5,000	$60,000.00	
11	Conway	Kelley							Y	Jason Mogler	Jason	1	$5,000	$5,000.00	
12	Heller	Stephanie					Arizona	Arizona	Y	Jason Mogler	Jason	2	$5,000		
13	Beasley	Raymond L.							N	Brian Buckley	Brian	20	$5,000	$100,000.00	
14	Beasley	Danielle M.							-	Brian Buckley	Brian		$5,000	$0.00	
15	Pitsch	Brent				[redacted]	Arizona	Arizona	N		?	2	$5,000	$10,000.00	
16	Pitsch	Sherry							-		?		$5,000	$0.00	
17	Sanchez	Henry				[redacted]	Arizona	Arizona	N	Jason Mogler	Radio/Magazine	1	$5,000	$5,000.00	
18	Robert	Pat	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Geoff Chambers	Radio/Magazine	2	$5,000	$10,000.00	
19	Buckley	Brian	[redacted]	Arizona	[redacted]	[redacted]	Virginia	Virginia	Y	Brian Buckley	Brian	1	$5,000	$5,000.00	
20	Buckley	Cheryl							-	Brian Buckley	Brian		$5,000	$0.00	
21	Romero	Manuel	[redacted]	Utah	[redacted]					Jon Halliday	Jon Halliday	10	$5,000	$50,000.00	
22	Strnad	Michael	[redacted]	Arizona	[redacted]	[redacted]		Arizona	N	Jon Halliday	?	6	$5,000	$30,000.00	
23	Pippins	Joseph							N	Dennis Narciso	Dennis Narciso	1	$5,000	$5,000.00	
24	Pippins	Veronica							-	Dennis Narciso	Dennis Narciso		$5,000	$0.00	
25	Fetter	Carrie							-	Geoff Chambers	Geoff's Friend		$5,000	$0.00	
26	Ploof	John					Arizona	Arizona	N	Jenn/Brian	Presentation	2	$5,000	$10,000.00	
27	Ploof	Lynn					Arizona	Arizona	N	Jenn/Brian	Presentation	2	$5,000	$10,000.00	
28	Gibbons	John	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jon Halliday	Jon	3	$5,000	$15,000.00	
29	Gibbons	Jennifer							-	Jon Halliday	Jon		$5,000	$0.00	
30	Allen	Greg D.	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn/Brian	Presentation	1	$5,000	$5,000.00	
31	Johnston	Jeanette	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn/Brian	Presentation	4	$5,000	$20,000.00	
32	Fangmeier	Delmar					Arizona	Arizona	N	Jenn/Brian	Presentation	2	$5,000	$10,000.00	
33	Fangmeier	Margaret							-	Jenn/Brian	Presentation		$5,000	$0.00	
34	Fangmeier	Kristin	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn/Brian	Presentation	2	$5,000	$10,000.00	
35	Marino	Joseph	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn(3%) / Jon (7%)	?	1	$5,000	$5,000.00	
36	Fetter	Rodney	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	Y	Geoff Chambers	Geoff's Friend	20	$5,000	$100,000.00	
37	Richardson	Benjamin	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn/Brian	Daniel Carter	2	$5,000	$10,000.00	
38	Allen	Jennifer	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	Y	Jenn/Brian	Self	2	$5,000	$10,000.00	

	A	B	K	L	M	N	O	P	Q	R	S	T	U	V	W
1											Tri-Core Business Development Lot 5 Investor Subscriptions				
2	Last Name	First Name	City	State	Zip	Business Phone	Voter Registration State	Driver's License State	Accredited?	Salesperson	Referral Source	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	
39	Udd	Randal					Arizona	Arizona	Y	Geoff Chambers	Geoff's Friend	5	$5,000	$25,000.00	
40	Barnes	Jannene	[redacted]	Arizona	[redacted]		Arizona	Arizona	N	Jenn/Brian	Presentation	1	$5,000	$5,000.00	
41	Armstong	Michael					Missouri	Missouri	Y	Jenn/Brian	Presentation	2	$5,000	$10,000.00	
42	Armstrong	Richard	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	Y	Jenn/Brian	Presentation	20	$5,000	$100,000.00	
43	Armstrong	Carol							-	Jenn/Brian	Presentation		$5,000	$0.00	
44	Barnes	Jannene	[redacted]	Arizona	[redacted]		Arizona	Arizona	N	Jenn/Brian	Presentation	1	$5,000	$5,000.00	
45	Barnes	Jannene	[redacted]	Arizona	[redacted]		Arizona	Arizona	-	Jenn/Brian	Presentation	2	$5,000	$10,000.00	
46	Simak	Nicholas	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	Y	Jenn/Brian	Cory Sanchez	1	$5,000	$5,000.00	
47	Wixson	Joyce Lewis				[redacted]	Illinois	Illinois	Y	Brian Buckley	Chicago Expo	10	$5,000	$50,000.00	
48	Vollmer	Mark	[redacted]	Arizona	[redacted]	[redacted]		Arizona	N	Jenn/Brian	Presentation	1	$5,000	$5,000.00	
49	Vollmer	Jim							-	Jenn/Brian	Presentation		$5,000	$0.00	
50	Allen	Jennifer	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	-	Jenn/Brian	Self	1	$5,000	$5,000.00	
51	Adriance	Georgean				[redacted]			N	Jenn/Brian	Cory Sanchez	1	$5,000	$5,000.00	
52	Floerchinger	Lee					Arizona	Arizona	Y	Brian Buckley	Geoff Chambers	1	$5,000	$5,000.00	
53	Adriance	Georgean				[redacted]			-	Jenn/Brian	Cory Sanchez	1	$5,000	$5,000.00	
54	Staat	George					Illinois	Illinois	Y	Brian Buckley	Chicago Expo	5	$5,000	$25,000.00	
55	Rodriguez	Belinda					Arizona	Arizona	N	Brian Buckley	Brian	4	$5,000	$20,000.00	
56	Rodriguez	Ryan							N	Brian Buckley	Brian	1	$5,000	$5,000.00	
57	Macsay	Maria						Arizona	N	Brian/Cory	Henrik	2	$5,000	$10,000.00	
58	Jensen	Henrik						Arizona	Y	Brian/Cory	Cory Sanchez	5	$5,000	$25,000.00	
59	Vollmer	Darlene M.				[redacted]	Wisconsin	Wisconsin	N	Jenn/Brian	Mark Vollmer	1	$5,000	$5,000.00	
60	Chapin, Jr.	Delbert E.							-	Jenn/Brian	Mark Vollmer		$5,000	$0.00	
61	Garrett-Tran	Tiffany	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Jenn/Brian	Presentation	1	$5,000	$5,000.00	
62	Kolber	Cynthia				[redacted]		Arizona	N	Brian Buckley	Presentation	2	$5,000	$10,000.00	
63	Hohman	John	[redacted]	Michigan	[redacted]		Michigan	Michigan	N	Brian Buckley	Brian	2	$5,000	$10,000.00	
64	Sanchez	Cory					Arizona	Arizona	Y	Self	Self	1	$5,000	$5,000.00	
65	Tennenbaum	Craig A.							Y	Brian Buckley	Geoff	2	$5,000	$10,000.00	
66	Tennenbaum	Nanette L.							Y	Brian Buckley	Geoff	12	$5,000	$60,000.00	
67	Scott	Leo							Y	Jenn Allen	Presentation	1	$5,000	$5,000.00	
68	Scott	Lorraine							-	Jenn Allen	Presentation		$5,000	$0.00	
69	Mitzel	Eric							N	Jenn Allen	AZREIA/Presentation	2	$5,000	$10,000.00	
70	Mangas	Jerold	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Brian/Cory	Cory Sanchez	2	$5,000	$10,000.00	
71	Jensen	Per Rumann							N	Brian/Cory	Henrik	2	$5,000	$10,000.00	
72	Therkildsen	Erik				[redacted]	Greece	Denmark	Y	Brian Buckley	Brian Buckley	25	$5,000	$125,000.00	02/15/2008
73	Emelity	Mark A.				[redacted]	Arizona	Arizona	N	Dennis Narciso	Presentation	4	$5,000	$20,000.00	
74	Randolph	Kathleen							N	Brian	Brian	3	$5,000	$15,000.00	
75	Mitzel	Eric							-	Jenn Allen	AZREIA/Presentation	1	$5,000	$5,000.00	
76	Mangas	Jerold	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	-	Brian/Kas	Kas Randolph	2	$5,000	$10,000.00	
77	Whalen	David & Alicia	[redacted]	Arizona	[redacted]	[redacted]	Arizona	Arizona	N	Kurt Sokolik	Brian Buckley	18	$5,000	$90,000.00	02/29/2008

	A	B	K	L	M	N	O	P	Q	R	S	T	U	V	W
1											Tri-Core Business Development Lot 5 Investor Subscriptions				
2	Last Name	First Name	City	State	Zip	Business Phone	Voter Registration State	Driver's License State	Accredited?	Salesperson	Referral Source	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	
78	Blair	Andrew							N	Geoff Chambers	Geoff Chambers	2	$5,000	$10,000.00	
79	Wong	Harry C.		Arizona			Arizona	Arizona	Y	George Garcia	Brian Buckley	40	$5,000	$200,000.00	03/03/2008
80	Hickok	David		Idaho			Idaho	Idaho	N	George Garcia	George Garcia	1	$5,000	$5,000.00	03/06/2008
81	Hansen	Martha		Arizona			Arizona	Arizona	N	Kurt Sokolik	Kurt Sokolik	3	$5,000	$15,000.00	03/13/2008
82	Senser	Kurt		California			N/A	Arizona	N	Jenn/Brian	K. Fangmeier	1	$5,000	$5,000.00	03/14/2008
83	Schumacher	Warren & Sue		Illinois			Illinois	Illinois	Y	Jenn Allen	Jenn Allen	2	$5,000	$10,000.00	03/16/2008
84	Allen	Greg D.		Arizona			Arizona	Arizona	-	Jenn/Brian	Presentation	1	$5,000	$5,000.00	
85	Francis	Arlene							Y	Brian	Brian	1	$5,000	$5,000.00	
86	Francis	Daniel							Y	Brian	Brian	1	$5,000	$5,000.00	
87	Lang	Margaret A.		Arizona			Arizona	Arizona	N	Jenn Allen	Brian Buckley	2	$5,000	$10,000.00	04/24/2008
88	Emmer	Dane A.		Arizona			Arizona	Arizona	N	Jenn Allen	Brian Buckley	1	$5,000	$5,000.00	04/22/2008
89	Emmer	Pamela K.		Arizona			Arizona	Arizona	Y	Jenn Allen	Brian Buckley	2	$5,000	$10,000.00	04/22/2008
90	Derby	Michael		California					N	Brian	Brian	6	$5,000	$30,000.00	
91	Gonzalez	Cynthia								Jenn Allen	Jenn Allen	2	$5,000	$10,000.00	
92	Bender	Fred								Jenn Allen	Jenn Allen	2	$5,000	$10,000.00	
93															
94													$5,000	$0.00	
95													$5,000	$0.00	
96													$5,000	$0.00	
97													$5,000	$0.00	
98													$5,000	$0.00	
99													$5,000	$0.00	
100													$5,000	$0.00	
101													$5,000	$0.00	
102													$5,000	$0.00	
103													$5,000	$0.00	
104													$5,000	$0.00	
105													$5,000	$0.00	
106													$5,000	$0.00	
107													$5,000	$0.00	
108													$5,000	$0.00	
109													$5,000	$0.00	
110													$5,000	$0.00	
111													$5,000	$0.00	
112													$5,000	$0.00	
113													$5,000	$0.00	
114													$5,000	$0.00	
115													$5,000	$0.00	

	A	B	K	L	M	N	O	P	Q	R	S	T	U	V	W
1	Tri-Core Business Development Lot 5 Investor Subscriptions														
2	Last Name	First Name	City	State	Zip	Business Phone	Voter Registration State	Driver's License State	Accredited?	Salesperson	Referral Source	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	
116		**Totals:**										355		$1,775,000.00	
117															
118	Accredited Investors:								27		Amount Currently Realized:			#NAME?	
119	Non-Accredited Investors:								42		Amount Currently Outstanding:			#NAME?	
120															

	A	B	X	Y	Z	AA	AB	AC	AD	AE	AF
1											
2	Last Name	First Name	Annualized Rate of Return	Maturity Date (Years)		Current Redemption Due at Maturity	Maturity + 1 Month	Maturity + 2 Months	Maturity + 3 Months	Maturity + 4 Months	Maturity + 5 Months
3	Marcus	Thomas J.	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
4	Cranddell	Donald R.	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
5	Mayhew	Andrew P	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
6	Wietsma	Peter	80%	2		$162,000.00	$170,132.67	$178,673.62	$187,643.33	$197,063.34	$206,956.26
7	Sokolik	Donna L.	80%	2	2/26/2009	$243,000.00	$255,199.01	$268,010.43	$281,465.00	$295,595.02	$310,434.38
8	Carlson	Sharon	80%	2		$162,000.00	$170,132.67	$178,673.62	$187,643.33	$197,063.34	$206,956.26
9	McKnight	Victoria	80%	2		$97,200.00	$102,079.60	$107,204.17	$112,586.00	$118,238.01	$124,173.75
10	Clark	William	80%	2		$194,400.00	$204,159.21	$214,408.34	$225,172.00	$236,476.01	$248,347.51
11	Conway	Kelley	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
12	Heller	Stephanie	80%	2		$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
13	Beasley	Raymond L.	80%	2		$324,000.00	$340,265.34	$357,347.24	$375,286.67	$394,126.69	$413,912.51
14	Beasley	Danielle M.	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15	Pitsch	Brent	80%	2		$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
16	Pitsch	Sherry	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	Sanchez	Henry	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
18	Robert	Pat	80%	2		$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
19	Buckley	Brian	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
20	Buckley	Cheryl	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	Romero	Manuel	80%	2		$162,000.00	$170,132.67	$178,673.62	$187,643.33	$197,063.34	$206,956.26
22	Strnad	Michael	80%	2		$97,200.00	$102,079.60	$107,204.17	$112,586.00	$118,238.01	$124,173.75
23	Pippins	Joseph	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
24	Pippins	Veronica	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25	Fetter	Carrie	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
26	Ploof	John	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
27	Ploof	Lynn	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
28	Gibbons	John	80%	2		$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00
29	Gibbons	Jennifer	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30	Allen	Greg D.	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
31	Johnston	Jeanette	80%	2		$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
32	Fangmeier	Delmar	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
33	Fangmeier	Margaret	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
34	Fangmeier	Kristin	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
35	Marino	Joseph	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
36	Fetter	Rodney	80%	2		$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00
37	Richardson	Benjamin	80%	2		$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
38	Allen	Jennifer	80%	2		$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25

	A	B	X	Y	Z	AA	AB	AC	AD	AE	AF
1											
2	Last Name	First Name	Annualized Rate of Return	Maturity Date (Years)		Current Redemption Due at Maturity	Maturity + 1 Month	Maturity + 2 Months	Maturity + 3 Months	Maturity + 4 Months	Maturity + 5 Months
39	Udd	Randal	80%	2		$81,000.00	$85,066.34	$89,336.81	$93,821.67	$98,531.67	$103,478.13
40	Barnes	Jannene	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
41	Armstong	Michael	80%	2		$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
42	Armstrong	Richard	80%	2		$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00
43	Armstrong	Carol	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
44	Barnes	Jannene	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
45	Barnes	Jannene	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
46	Simak	Nicholas	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
47	Wixson	Joyce Lewis	80%	2		$162,000.00	$162,000.00	$162,000.00	$162,000.00	$162,000.00	$162,000.00
48	Vollmer	Mark	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
49	Vollmer	Jim	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
50	Allen	Jennifer	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
51	Adriance	Georgean	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
52	Floerchinger	Lee	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
53	Adriance	Georgean	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
54	Staat	George	80%	2		$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00
55	Rodriguez	Belinda	80%	2		$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
56	Rodriguez	Ryan	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
57	Macsay	Maria	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
58	Jensen	Henrik	80%	2		$81,000.00	$85,066.34	$89,336.81	$93,821.67	$98,531.67	$103,478.13
59	Vollmer	Darlene M.	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
60	Chapin, Jr.	Delbert E.	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
61	Garrett-Tran	Tiffany	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
62	Kolber	Cynthia	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
63	Hohman	John	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
64	Sanchez	Cory	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
65	Tennenbaum	Craig A.	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
66	Tennenbaum	Nanette L.	80%	2		$194,400.00	$194,400.00	$194,400.00	$194,400.00	$194,400.00	$194,400.00
67	Scott	Leo	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
68	Scott	Lorraine	80%	2		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
69	Mitzel	Eric	80%	2		$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
70	Mangas	Jerold	80%	2		$32,400.00	$34,026.53	$35,734.72	$37,528.67	$39,412.67	$41,391.25
71	Jensen	Per Rumann	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
72	Therkildsen	Erik	80%	2	2/15/2010	$405,000.00					
73	Emelity	Mark A.	80%	2		$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
74	Randolph	Kathleen	80%	2		$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00
75	Mitzel	Eric	80%	2		$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
76	Mangas	Jerold	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
77	Whalen	David & Alicia	80%	2	3/1/2010	$291,600.00					

	A	B	X	Y	Z	AA	AB	AC	AD	AE	AF
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2	Last Name	First Name	Annualized Rate of Return	Maturity Date (Years)		Current Redemption Due at Maturity	Maturity + 1 Month	Maturity + 2 Months	Maturity + 3 Months	Maturity + 4 Months	Maturity + 5 Months
78	Blair	Andrew	80%	2		$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
79	Wong	Harry C.	80%	2	3/4/2010	$648,000.00					
80	Hickok	David	80%	2	3/7/2010	$16,200.00					
81	Hansen	Martha	80%	2	3/14/2010	$48,600.00					
82	Senser	Kurt	80%	2	3/15/2010	$16,200.00					
83	Schumacher	Warren & Sue	80%	2	3/17/2010	$32,400.00					
84	Allen	Greg D.	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
85	Francis	Arlene	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
86	Francis	Daniel	80%	2		$16,200.00	$17,013.27	$17,867.36	$18,764.33	$19,706.33	$20,695.63
87	Lang	Margaret A.	80%	2	4/25/2010	$32,400.00					
88	Emmer	Dane A.	80%	2	4/23/2010	$16,200.00					
89	Emmer	Pamela K.	80%	2	4/23/2010	$32,400.00					
90	Derby	Michael	80%	2		$97,200.00	$102,079.60	$107,204.17	$112,586.00	$118,238.01	$124,173.75
91	Gonzalez	Cynthia	80%	2	12/31/1901	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
92	Bender	Fred	80%	2	12/31/1901	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
93											
94			80%	2							
95			80%	2							
96			80%	2							
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2	Last Name	First Name	Annualized Rate of Return	Maturity Date (Years)		Current Redemption Due at Maturity	Maturity + 1 Month	Maturity + 2 Months	Maturity + 3 Months	Maturity + 4 Months	Maturity + 5 Months
116		**Totals:**				$5,751,000.00	$4,321,791.07	$4,437,093.85	$4,558,185.01	$4,685,355.15	$4,818,909.45
117											
118	Accredited Investors:					Effective Periodic (Monthly) Rate:	0.0502	0.0502	0.0502	0.0502	0.0502
119	Non-Accredited Investors:										
120											

	A	B	AG	AH	AI	AJ	AK	AL	AM
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2	Last Name	First Name	Maturity + 6 Months	Maturity + 7 Months	Maturity + 8 Months	Maturity + 9 Months	Maturity + 10 Months	Maturity + 11 Months	Maturity + 12 Months
3	Marcus	Thomas J.	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
4	Cranddell	Donald R.	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
5	Mayhew	Andrew P	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
6	Wietsma	Peter	$217,345.81	$228,256.93	$239,715.81	$251,749.95	$264,388.22	$277,660.95	$291,600.00
7	Sokolik	Donna L.	$326,018.71	$342,385.40	$359,573.72	$377,624.93	$396,582.33	$416,491.43	$437,400.00
8	Carlson	Sharon	$217,345.81	$228,256.93	$239,715.81	$251,749.95	$264,388.22	$277,660.95	$291,600.00
9	McKnight	Victoria	$130,407.48	$136,954.16	$143,829.49	$151,049.97	$158,632.93	$166,596.57	$174,960.00
10	Clark	William	$260,814.97	$273,908.32	$287,658.98	$302,099.94	$317,265.86	$333,193.14	$349,920.00
11	Conway	Kelley	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
12	Heller	Stephanie	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
13	Beasley	Raymond L.	$434,691.61	$456,513.86	$479,431.63	$503,499.90	$528,776.44	$555,321.91	$583,200.00
14	Beasley	Danielle M.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15	Pitsch	Brent	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
16	Pitsch	Sherry	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	Sanchez	Henry	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
18	Robert	Pat	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
19	Buckley	Brian	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
20	Buckley	Cheryl	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	Romero	Manuel	$217,345.81	$228,256.93	$239,715.81	$251,749.95	$264,388.22	$277,660.95	$291,600.00
22	Strnad	Michael	$130,407.48	$136,954.16	$143,829.49	$151,049.97	$158,632.93	$166,596.57	$174,960.00
23	Pippins	Joseph	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
24	Pippins	Veronica	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25	Fetter	Carrie	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
26	Ploof	John	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
27	Ploof	Lynn	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
28	Gibbons	John	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00
29	Gibbons	Jennifer	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30	Allen	Greg D.	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
31	Johnston	Jeanette	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
32	Fangmeier	Delmar	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
33	Fangmeier	Margaret	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
34	Fangmeier	Kristin	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
35	Marino	Joseph	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
36	Fetter	Rodney	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00
37	Richardson	Benjamin	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
38	Allen	Jennifer	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00

	A	B	AG	AH	AI	AJ	AK	AL	AM
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2	Last Name	First Name	Maturity + 6 Months	Maturity + 7 Months	Maturity + 8 Months	Maturity + 9 Months	Maturity + 10 Months	Maturity + 11 Months	Maturity + 12 Months
39	Udd	Randal	$108,672.90	$114,128.47	$119,857.91	$125,874.98	$132,194.11	$138,830.48	$145,800.00
40	Barnes	Jannene	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
41	Armstong	Michael	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
42	Armstrong	Richard	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00	$324,000.00
43	Armstrong	Carol	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
44	Barnes	Jannene	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
45	Barnes	Jannene	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
46	Simak	Nicholas	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
47	Wixson	Joyce Lewis	$162,000.00	$162,000.00	$162,000.00	$162,000.00	$162,000.00	$162,000.00	$162,000.00
48	Vollmer	Mark	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
49	Vollmer	Jim	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
50	Allen	Jennifer	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
51	Adriance	Georgean	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
52	Floerchinger	Lee	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
53	Adriance	Georgean	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
54	Staat	George	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00
55	Rodriguez	Belinda	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
56	Rodriguez	Ryan	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
57	Macsay	Maria	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
58	Jensen	Henrik	$108,672.90	$114,128.47	$119,857.91	$125,874.98	$132,194.11	$138,830.48	$145,800.00
59	Vollmer	Darlene M.	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
60	Chapin, Jr.	Delbert E.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
61	Garrett-Tran	Tiffany	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
62	Kolber	Cynthia	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
63	Hohman	John	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
64	Sanchez	Cory	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
65	Tennenbaum	Craig A.	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
66	Tennenbaum	Nanette L.	$194,400.00	$194,400.00	$194,400.00	$194,400.00	$194,400.00	$194,400.00	$194,400.00
67	Scott	Leo	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
68	Scott	Lorraine	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
69	Mitzel	Eric	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
70	Mangas	Jerold	$43,469.16	$45,651.39	$47,943.16	$50,349.99	$52,877.64	$55,532.19	$58,320.00
71	Jensen	Per Rumann	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
72	Therkildsen	Erik							
73	Emelity	Mark A.	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00	$64,800.00
74	Randolph	Kathleen	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00	$48,600.00
75	Mitzel	Eric	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00	$16,200.00
76	Mangas	Jerold	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
77	Whalen	David & Alicia							

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2	Last Name	First Name	Maturity + 6 Months	Maturity + 7 Months	Maturity + 8 Months	Maturity + 9 Months	Maturity + 10 Months	Maturity + 11 Months	Maturity + 12 Months
78	Blair	Andrew	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
79	Wong	Harry C.							
80	Hickok	David							
81	Hansen	Martha							
82	Senser	Kurt							
83	Schumacher	Warren & Sue							
84	Allen	Greg D.	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
85	Francis	Arlene	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
86	Francis	Daniel	$21,734.58	$22,825.69	$23,971.58	$25,175.00	$26,438.82	$27,766.10	$29,160.00
87	Lang	Margaret A.							
88	Emmer	Dane A.							
89	Emmer	Pamela K.							
90	Derby	Michael	$130,407.48	$136,954.16	$143,829.49	$151,049.97	$158,632.93	$166,596.57	$174,960.00
91	Gonzalez	Cynthia	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
92	Bender	Fred	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
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2	Last Name	First Name	Maturity + 6 Months	Maturity + 7 Months	Maturity + 8 Months	Maturity + 9 Months	Maturity + 10 Months	Maturity + 11 Months	Maturity + 12 Months
116		**Totals:**	$4,959,168.40	$5,106,468.58	$5,261,163.48	$5,423,624.33	$5,594,240.98	$5,773,422.87	$5,961,600.00
117									
118		Accredited Investors:	0.0502	0.0502	0.0502	0.0502	0.0502	0.0502	0.0502
119		Non-Accredited Investors:							
120									

	A	B	T	U	V	W	X	Y	Z	AA
1	Tri-Core Business Development Lot 5 Investor Subscriptions									
2	Last Name	First Name	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	**Date Agreement Executed**	Annualized Rate of Return	Maturity Date (Years)	**Date of Maturity**	Current Redemption Due at Maturity
3	Marcus	Thomas J.	1	$5,000	$5,000.00	**10/16/2006**	80%	2	**10/16/2008**	$16,200.00
4	Cranddell	Donald R.	1	$5,000	$5,000.00	**12/18/2006**	80%	2	**12/18/2008**	$16,200.00
5	Mayhew	Andrew P	1	$5,000	$5,000.00	**12/20/2006**	80%	2	**12/20/2008**	$16,200.00
6	Wietsma	Peter	10	$5,000	$50,000.00	**02/21/2007**	80%	2	**2/21/2009**	$162,000.00
7	Sokolik	Donna L.	15	$5,000	$75,000.00	**02/26/2007**	80%	2	**2/26/2009**	$243,000.00
8	Carlson	Sharon	10	$5,000	$50,000.00	**04/03/2007**	80%	2	**4/3/2009**	$162,000.00
9	McKnight	Victoria	6	$5,000	$30,000.00	**05/18/2007**	80%	2	**5/18/2009**	$97,200.00
10	Clark	William	12	$5,000	$60,000.00	**05/25/2007**	80%	2	**5/25/2009**	$194,400.00
11	Conway	Kelley	1	$5,000	$5,000.00	**06/28/2007**	80%	2	**6/28/2009**	$16,200.00
12	Heller	Stephanie	2	$5,000	$10,000.00	**07/03/2007**	80%	2	**7/3/2009**	$32,400.00
13	Beasley	Raymond L.	20	$5,000	$100,000.00	**08/02/2007**	80%	2	**8/2/2009**	$324,000.00
15	Pitsch	Brent	2	$5,000	$10,000.00	**08/07/2007**	80%	2	**8/7/2009**	$32,400.00
17	Sanchez	Henry	1	$5,000	$5,000.00	**09/12/2007**	80%	2	**9/12/2009**	$16,200.00
18	Robert	Pat	2	$5,000	$10,000.00	**09/20/2007**	80%	2	**9/20/2009**	$32,400.00
19	Buckley	Brian	1	$5,000	$5,000.00	**09/27/2007**	80%	2	**9/27/2009**	$16,200.00
22	Strnad	Michael	6	$5,000	$30,000.00	**10/11/2007**	80%	2	**10/11/2009**	$97,200.00
23	Pippins	Joseph	1	$5,000	$5,000.00	**10/15/2007**	80%	2	**10/15/2009**	$16,200.00
26	Ploof	John	2	$5,000	$10,000.00	**11/07/2007**	80%	2	**11/7/2009**	$32,400.00
27	Ploof	Lynn	2	$5,000	$10,000.00	**11/07/2007**	80%	2	**11/7/2009**	$32,400.00
28	Gibbons	John	3	$5,000	$15,000.00	**11/09/2007**	80%	2	**11/9/2009**	$48,600.00
30	Allen	Greg D.	1	$5,000	$5,000.00	**11/15/2007**	80%	2	**11/15/2009**	$16,200.00
31	Johnston	Jeanette	4	$5,000	$20,000.00	**11/20/2007**	80%	2	**11/20/2009**	$64,800.00
32	Fangmeier	Delmar	2	$5,000	$10,000.00	**11/23/2007**	80%	2	**11/23/2009**	$32,400.00
34	Fangmeier	Kristin	2	$5,000	$10,000.00	**11/23/2007**	80%	2	**11/23/2009**	$32,400.00
35	Marino	Joseph	1	$5,000	$5,000.00	**11/24/2007**	80%	2	**11/24/2009**	$16,200.00
36	Fetter	Rodney	20	$5,000	$100,000.00	**11/28/2007**	80%	2	**11/28/2009**	$324,000.00

EXHIBIT
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	A	B	T	U	V	W	X	Y	Z	AA
1	Tri-Core Business Development Lot 5 Investor Subscriptions									
2	Last Name	First Name	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	**Date Agreement Executed**	Annualized Rate of Return	Maturity Date (Years)	**Date of Maturity**	Current Redemption Due at Maturity
37	Richardson	Benjamin	2	$5,000	$10,000.00	**12/04/2007**	80%	2	**12/4/2009**	$32,400.00
38	Allen	Jennifer	2	$5,000	$10,000.00	**12/05/2007**	80%	2	**12/5/2009**	$32,400.00
39	Udd	Randal	5	$5,000	$25,000.00	**12/05/2007**	80%	2	**12/5/2009**	$81,000.00
40	Barnes	Jannene	1	$5,000	$5,000.00	**12/10/2007**	80%	2	**12/10/2009**	$16,200.00
41	Armstong	Michael	2	$5,000	$10,000.00	**12/11/2007**	80%	2	**12/11/2009**	$32,400.00
42	Armstrong	Richard	20	$5,000	$100,000.00	**12/13/2007**	80%	2	**12/13/2009**	$324,000.00
44	Barnes	Jannene	1	$5,000	$5,000.00	**12/26/2007**	80%	2	**12/26/2009**	$16,200.00
45	Barnes	Jannene	2	$5,000	$10,000.00	**12/26/2007**	80%	2	**12/26/2009**	$32,400.00
46	Simak	Nicholas	1	$5,000	$5,000.00	**12/27/2007**	80%	2	**12/27/2009**	$16,200.00
47	Wixson	Joyce Lewis	10	$5,000	$50,000.00	**12/27/2007**	80%	2	**12/27/2009**	$162,000.00
48	Vollmer	Mark	1	$5,000	$5,000.00	**01/03/2008**	80%	2	**1/3/2010**	$16,200.00
50	Allen	Jennifer	1	$5,000	$5,000.00	**01/03/2008**	80%	2	**1/3/2010**	$16,200.00
51	Adriance	Georgean	1	$5,000	$5,000.00	**01/03/2008**	80%	2	**1/3/2010**	$16,200.00
53	Adriance	Georgean	1	$5,000	$5,000.00	**01/11/2008**	80%	2	**1/11/2010**	$16,200.00
54	Staat	George	5	$5,000	$25,000.00	**01/12/2008**	80%	2	**1/12/2010**	$81,000.00
56	Rodriguez	Belinda	4	$5,000	$20,000.00	**01/17/2008**	80%	2	**1/17/2010**	$64,800.00
57	Rodriguez	Ryan	1	$5,000	$5,000.00	**01/17/2008**	80%	2	**1/17/2010**	$16,200.00
58	Macsay	Maria	2	$5,000	$10,000.00	**01/18/2008**	80%	2	**1/18/2010**	$32,400.00
60	Jensen	Henrik	5	$5,000	$25,000.00	**01/18/2008**	80%	2	**1/18/2010**	$81,000.00
61	Vollmer	Darlene M.	1	$5,000	$5,000.00	**01/23/2008**	80%	2	**1/23/2010**	$16,200.00
63	Garrett-Tran	Tiffany	1	$5,000	$5,000.00	**01/24/2008**	80%	2	**1/24/2010**	$16,200.00
64	Kolber	Cynthia	2	$5,000	$10,000.00	**01/25/2008**	80%	2	**1/25/2010**	$32,400.00
66	Hohman	John	2	$5,000	$10,000.00	**01/26/2008**	80%	2	**1/26/2010**	$32,400.00
67	Tennenbaum	Craig A.	2	$5,000	$10,000.00	**02/05/2008**	80%	2	**2/5/2010**	$32,400.00
68	Tennenbaum	Nanette L.	12	$5,000	$60,000.00	**02/05/2008**	80%	2	**2/5/2010**	$194,400.00
69	Scott	Leo	1	$5,000	$5,000.00	**02/07/2008**	80%	2	**2/7/2010**	$16,200.00
71	Mitzel	Eric	2	$5,000	$10,000.00	**02/08/2008**	80%	2	**2/8/2010**	$32,400.00
72	Mangas	Jerold	2	$5,000	$10,000.00	**02/11/2008**	80%	2	**2/11/2010**	$32,400.00

	A	B	T	U	V	W	X	Y	Z	AA
1	Tri-Core Business Development Lot 5 Investor Subscriptions									
2	Last Name	First Name	# of Notes Subscribed	Price Per Note	Aggregate Loan Amount	**Date Agreement Executed**	Annualized Rate of Return	Maturity Date (Years)	**Date of Maturity**	Current Redemption Due at Maturity
73	Jensen	Per Rumann	2	$5,000	$10,000.00	**02/12/2008**	80%	2	**2/12/2010**	$32,400.00
74	Emelity	Mark A.	4	$5,000	$20,000.00	**02/15/2008**	80%	2	**2/15/2010**	$64,800.00
75	Randolph	Kathleen	3	$5,000	$15,000.00	**02/18/2008**	80%	2	**2/18/2010**	$48,600.00
76	Mitzel	Eric	1	$5,000	$5,000.00	**02/21/2008**	80%	2	**2/21/2010**	$16,200.00
77	Mangas	Jerold	2	$5,000	$10,000.00	**02/25/2008**	80%	2	**2/25/2010**	$32,400.00
78	Blair	Andrew	2	$5,000	$10,000.00	**02/29/2008**	80%	2	**3/1/2010**	$32,400.00
79	Allen	Greg D.	1	$5,000	$5,000.00	**03/18/2008**	80%	2	**3/19/2010**	$16,200.00
80	Francis	Arlene	1	$5,000	$5,000.00	**04/17/2008**	80%	2	**4/18/2010**	$16,200.00
82	Derby	Michael	6	$5,000	$30,000.00	**04/29/2008**	80%	2	**4/30/2010**	$97,200.00
107		**Totals:**	260		$1,300,000.00					$4,212,000.00
108										
109		Accredited Investors:	unt Currently Realized:		#NAME?					Effective Periodic (Monthly) Rate:
110		Non-Accredited Investors:								
111										
112					* Amount in Green on TCC Reg D					
113										
114										
115										
116										
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120										

TRI-CORE
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

EXHIBIT
S-52
ADMITTED

Tri-Core Business Development LLC – (877) 527-6698

TRI-CORE
MEXICO LAND DEVELOPMENT

Memorandum#: G. Adriance

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

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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."

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 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 Name of Subscriber: Georgean Adriance

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: Georgean Adriance

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 _____ 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.

Georgean Adriance **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)***
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:

[redacted]

[redacted] AZ [redacted]

Print Residential Telephone Number:

[redacted]

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation, Trust or 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 _____ 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*).

_____ *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 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. 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.

COPY

Maker:

Tri-Core Mexico Land Development, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

Georgean Adriance
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:

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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
MEXICO LAND DEVELOPMENT

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

PLEASE RETURN THIS COPY IN THE PACKAGE PROVIDED.
THANK YOU!

Tri-Core Business Development LLC - (877) 527-6698

Memorandum#: G. Adriance

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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EXHIBIT D: BUSINESS PLAN **D1**

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."

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 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.

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.

(The remainder of this page has been intentionally left blank.)

EXHIBIT A

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: Georgean Adriance

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: **Georgean Adriance**

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 11th day of January, 2008, 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.

Georgean Adriance **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)***
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:

[redacted]

[redacted] AZ [redacted]

Print Residential Telephone Number:

[redacted]

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned *(circle one)* **[is] [is not]** a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated there under).

Print Name of Partnership, Corporation, Trust or 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 11th day of January, 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.

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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 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. 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.

COMPLIANT

Maker:

Tri-Core Mexico Land Development, LLC,
An Arizona Company
8840 E. Chaparral Road - Suite 150
Scottsdale, AZ 85250

Holder:

Georgean Adriance
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:

TRI_MLD001144

(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)*

TRI_MLD001146

EXHIBIT D

TRI-CORE MEXICO LAND DEVELOPMENT, LLC BUSINESS PLAN

On file with Tri-Core Business Development, LLC.

SIDETAL