Kent
EXH. NO. 785
3-19-19
Kelly S. Oglesby CR 50178

KENT, PAUL

Densco Investment Corporation

Peter S. Davis, Receiver
3200 North Central Avenue, Suite 2460
Phoenix, Arizona 85012

Mr. Davis et al,

My name is Paul Kent and through a Trust we invested in Densco from nearly the beginning. I am enclosing the most current statement and General Obligation Notes for reference.

I was also a good friend of Mr. Chittck and offer any assistance if necessary.

Please feel free to contact us with any questions.

Paul Kent
paul_a_kent@yahoo.com
480.213.7231

DenSco Investment Corporation

6132 W. Victoria Place Chandler, AZ 85226
Cell: 602-469-3001 Home: 480-636-1180 Fax: 602-532-7737
DenScoInvestment.com dcmoney@yahoo.com

STATEMENT
June 2016

INVESTOR

Name	Paul A. Kent Family Trust Paul A. Kent
Address	23 E 15th Street Tempe, AZ 85281
Phone	480-921-1733

CURRENT INVESTMENT BALANCE

$251,746.12

INVESTMENT HISTORY

Investment	Date	Maturity
$112,161.79	11/09/01	11/09/17
$117,268.22	07/16/03	07/16/17
$22,316.11	07/27/04	07/27/16
Total Investment	$251,746.12	

INVESTMENT ACCOUNTS

Accrual Account		
	Interest	
Sub Total		
Quarterly Account		
	Interest	
	Interest Paid	
Sub Total		
		$251,746.12
Monthly Account		
	Interest	$2,517.46
	Interest Paid	$2,517.46
Sub Total		$251,746.12
Total Balance		**$251,746.12**

INTEREST EARNED

Year	Earnings
2001	$5,468.30
2002	$19,717.27
2003	$27,844.39
2004	$43,810.93
2005	$54,209.52
2006	$54,209.52
2007	$54,209.52
2008	$54,209.52
2009	$54,209.52
2010	$53,709.52
2011	$41,309.52
2012	$35,359.52
2013	$31,809.52
2014	$30,209.52
2015	$30,209.52
2016	$15,104.76
Total Earnings	$605,600.37

Thank you for investing with DenSco!

DENSCO INVESTMENT CORPORATION
GENERAL OBLIGATION NOTE

This certificate evidences the Company's unconditional promise to pay to the registered holder the principal amount at maturity together with in terms described herein and further described in the subscription agreement which by this reference is made a part hereof.

REGISTERED HOLDER

Name: *Paul A. Kent Family Trust* Address: *23 E 15th Street*

Tempe, AZ 85281

PRINCIPAL

Principal Amount: $ 117,268.22

Date of Issue: 11/7/2013

Maturity Date: 11/7/2015

INTEREST

Annual Rate: 12%

Payable: ☒ Monthly ☐ Quarterly ☐ At Mat

First Interest Payment Date: 11/30/2015

NOTICE TO HOLDER

The investment in the Company's General Obligation Note(s) represented by this Certificate have not been registered under the 1933, and is a restricted security within the meaning of the regulations promulgated pursuant to such Act. Such Note(s) may not pledged or transferred in any manner in the absence of an effective registration of such Note(s) under the Securities Act of transaction is such that registration under such Act is not required. No request for transfer or re-issue shall be honored unless th evidence and opinion of counsel satisfactory to the Company that such transaction does not violate the registration requirements and any applicable state securities law.

Denny J. Chittick – President

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 2 Date: November 7, 2013

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 117,268.22 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons who understand the nature of the proposed operations of the Company and for whom the

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investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations.

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or

magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note.** The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification.** The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

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5. **Miscellaneous.**

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: November 7, 2013

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:
_____
_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of November 7, 2013.

By: _____

Name: Denny J. Chittick

Title: President

DENSCO INVESTMENT CORPORATION
GENERAL OBLIGATION NOTE

This certificate evidences the Company's unconditional promise to pay to the registered holder the principal amount at maturity together with i terms described herein and further described in the subscription agreement which by this reference is made a part hereof.

REGISTERED HOLDER

Name: *Paul A. Kent Family Trust* Address: *23 E 15th Street*

Tempe, AZ 85281

PRINCIPAL

Principal Amount: $ 22,316.11

Date of Issue: 7/26/2015

Maturity Date: 7/26/2017

INTEREST

Annual Rate: 12%

Payable: ☒ Monthly ☐ Quarterly ☐ At Ma

First Interest Payment Date: 7/31/2015

NOTICE TO HOLDER

The investment in the Company's General Obligation Note(s) represented by this Certificate have not been registered under th 1933, and is a restricted security within the meaning of the regulations promulgated pursuant to such Act. Such Note(s) may no pledged or transferred in any manner in the absence of an effective registration of such Note(s) under the Securities Act c transaction is such that registration under such Act is not required. No request for transfer or re-issue shall be honored unless t evidence and opinion of counsel satisfactory to the Company that such transaction does not violate the registration requirement and any applicable state securities law.

Denny J. Chittick – President

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 4 Date: July 26, 2015

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ ___ months that will bear interest at the rate of _____% per year (___ __% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 22,316.11 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons who understand the nature of the proposed operations of the Company and for whom the

investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations.

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or

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magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note.** The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification.** The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

5. **Miscellaneous.**

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 26, 2015

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 26, 2015.

By: _____

Name: Denny J. Chittick

Title: President

DENSCO INVESTMENT CORPORATION
GENERAL OBLIGATION NOTE

This certificate evidences the Company's unconditional promise to pay to the registered holder the principal amount at maturity together with i terms described herein and further described in the subscription agreement which by this reference is made a part hereof.

REGISTERED HOLDER

Name: *Paul A. Kent Family Trust* Address: *23 E 15th Street*

Tempe, AZ 85281

PRINCIPAL

Principal Amount: $ 112,161.79

Date of Issue: 11/9/2015

Maturity Date: 11/9/2017

INTEREST

Annual Rate: 12%

Payable: ☒ Monthly ☐ Quarterly ☐ At Ma

First Interest Payment Date: 11/30/2015

NOTICE TO HOLDER

The investment in the Company's General Obligation Note(s) represented by this Certificate have not been registered under th 1933, and is a restricted security within the meaning of the regulations promulgated pursuant to such Act. Such Note(s) may no pledged or transferred in any manner in the absence of an effective registration of such Note(s) under the Securities Act transaction is such that registration under such Act is not required. No request for transfer or re-issue shall be honored unless t evidence and opinion of counsel satisfactory to the Company that such transaction does not violate the registration requirement and any applicable state securities law.

Denny J. Chittick – President

COPY

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 2 Date: November 9, 2015

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 112,161.79 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons who understand the nature of the proposed operations of the Company and for whom the

CH_REC_DEP_0001160

investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations.

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or

CH_REC_DEP_0001161

magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note.** The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification.** The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

CH_REC_DEP_0001162

5. **Miscellaneous.**

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

CH_REC_DEP_0001163

DATED: November 9, 2015

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:
_____
_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of November 9, 2015.

By: _____

Name: Denny J. Chittick

Title: President

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 3 Date: October 1, 2015

1. **Subscription**. The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $__ for ____ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of _____% per year (____% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 100,000.00 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties**. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

provided to me in writing by the Company. The undersigned understands that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons who understand the nature of the proposed operations of the Company and for whom the

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investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations.

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or

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magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note**. The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification**. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

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5. **Miscellaneous**.

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: _____, 2015 ___

By: _____
Signature of Investor

_Kent Living Trust, Mary Kent, Trustee_____
Print Name of Investor

Address:
_____30 Laurel Court_____
_____Paramus, NJ 07652_____

SSN (or EIN): _____ON FILE_____

By:_____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____
_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of _____, 2015.

By: _____

Name: Denny J. Chittick_____

Title: President_____

CH_REC_CHI_0119467

Paul Kent

D126771
#8604

PK Estate
2008156404
P.O Box 1542
Merrifield, VA
22116-9949

D126772
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 2 Date: November 9, 2015

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 112,161.79 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

D126773
#8604

DATED: November 9, 2015

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

Julie C Kent
Print Name of Co-Investor (if any)

Address:

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of November 9, 2015.

By: _____

Name: Denny J. Chittick

Title: President

D126774
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 3 Date: July 16, 2015

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 112,161.79 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

D126775
#8604

DATED: July 16, 2013

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by Denson Investment Corporation as of July 16, 2013:

By: _____

Name: Denny J. Chittick

Title: President

D126776
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 4 Date: July 26, 2014

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 22,316.11 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

D126777
#8604

DATED: July 26, 2015

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 26, 2015

By: _____

Name: Denny J. Chittick

Title: President

D126778
#8604

INDIVIDUAL INVESTOR NO. 2

DENSCO INVESTMENT CORPORATION
PROSPECTIVE PURCHASER QUESTIONNAIRE
INDIVIDUAL INVESTOR

This Prospective Purchaser Questionnaire must be completed by each potential Individual Investor who has indicated an interest in purchasing a promissory note (the "Note") from the Company. Each Co-Investor (other than a spouse) must complete and sign a separate Prospective Purchaser Questionnaire for Individual Investors and adult custodians must complete this Prospective Purchaser Questionnaire for individual minor Investors. The purpose of this Prospective Purchaser Questionnaire is to assure the Company that it may rely on the exemptions from the registration requirements of the Securities Act of 1933, as amended (the "Act") and of any applicable state statutes or regulations.

Please answer every question. If the answer to any question is "None" or "Not Applicable" please so state.

The Prospective Purchaser Questionnaire does not constitute an offer by the Company or any agent to sell any securities, but is merely a request for information.

Please complete, sign, date and return the Prospective Purchaser Questionnaire to the Company. Your investment in a Note from the Company will not be accepted until the Company determines that you satisfy all of the requisite suitability standards.

PLEASE PRINT

I. GENERAL INFORMATION

Name of Investor* PAUL KENT
Residence Address 2110 S MILL AVE
TEMPE, AZ 85282
City State Zip Code
Home Telephone Number (480) 921-1733

U.S. Citizen Yes ☒ No ☐

Social Security Number (Investor) 148564750

(Co-Investor, if any)** _____

* ALL INFORMATION REQUESTED IN CONNECTION WITH INVESTMENTS UNDER THE UNIFORM GIFT TO MINORS ACT SHOULD BE GIVEN ON BEHALF OF THE ADULT CUSTODIAN, NOT THE MINOR BENEFICIARY, UNLESS OTHERWISE INDICATED.

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** EACH CO-INVESTOR (OTHER THAN SPOUSE) MUST COMPLETE AND SIGN A SEPARATE QUESTIONNAIRE.

Name of Custodian (if investment is pursuant to Uniform Gift To Minors Act)

_____

Name of Beneficiary _____

1. Set forth in the space provided below the state(s) in which you maintain your principal residence.

   ARIZONA

2. Do you maintain residence in any other states? If yes, in which state(s)?

   No

3. In which state, if any, are you registered to vote?

   ARIZONA

4. In which state, if any, do you presently hold a valid driver's license?

   ARIZONA

5. Are you age 21 or older? Yes ☒ No ☐

II. INVESTOR ACCREDITATION, SOPHISTICATION, AND SUITABILITY

1. **Accredited Investor Status.** Please complete each of the following certifications:

1.1 I certify that I have an individual net worth (or a joint net worth with my spouse) in excess of $1,000,000 (including homes, home furnishings and automobiles).

Yes ☒ No ☐

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1.2 I certify that I had individual income (excluding any income of my spouse) of more than $200,000 in each of the previous two calendar years, or joint income with my spouse of more than $300,000 in each of those years, and I reasonably expect to have an individual income in excess of $200,000, or joint income with my spouse in excess of $300,000, in the current year.

Yes ☒ No ☐

2. **Suitability.** I certify that I (i) I have a net worth (exclusive of home, home furnishings and automobiles) of at least five times the amount of the note I am providing to the Company, (ii) can bear the economic risk of the of note including the total loss of my security, and (iii) have such knowledge and experience in business and financial matters, including the analysis of or participation in offerings of privately issued securities, as to be capable of evaluating the merits and risks of an investment in the Company.

Yes ☒ No ☐

The above information supplied by me is true and correct in all respects and I recognize that the Company is materially relying on the truth and accuracy of such information.

Dated this 26th *day of* July, 20 01

PAUL KENT

PRINT Name of Investor

PRINT Name of Co-Investor, if any

Signature of Investor

Signature of Co-Investor, if any

1545283.1

D126781
#8604

Date: _____ INVESTOR NO._____

DENSCO INVESTMENT CORPORATION
PROSPECTIVE PURCHASER QUESTIONNAIRE
(ACCREDITED INVESTORS)

The following information is furnished to DenSco Investment Corporation, an Arizona corporation (the "Company") for the Company to determine whether I am qualified to invest in a general obligation, unsecured note (the "Note") from the Company pursuant to Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), and comparable provisions of applicable state securities laws. I, the undersigned, understand that you will rely upon the following information for purposes of such determination, and that the Note will not be registered under the Securities Act in reliance upon the exemption from registration provided by Sections 3(b) and 4(2) of the Securities Act, Regulation D thereunder, and comparable provisions of applicable state securities laws.

This Prospective Purchaser Questionnaire must be completed by each potential Investor who has indicated an interest in purchasing a Note from the Company. Individual Investors and each Co-Investor (other than a spouse) must complete and sign a separate Prospective Purchaser Questionnaire and adult custodians must complete this Prospective Questionnaire for individual minor Investors. Shareholders of corporations (or members of an LLC, or partners of a partnership or a beneficiary of a trust) (collectively, an "Equity Owner") also may need to furnish additional information as applicable.

I further understand that I may be required to supply a balance sheet, prior years' federal income tax returns or other appropriate documentation to verify and substantiate my status as an Accredited Investor.

ALL INFORMATION CONTAINED IN THIS PROSPECTIVE PURCHASER QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, it is agreed that you may present this document to such parties as you deem appropriate if called upon to establish that the proposed offer and sale of the Notes is exempt from registration under the Securities Act or meets the requirements of applicable state securities laws. I understand that a false statement by me will constitute a violation of my representations and warranties under this Investor Questionnaire and the Subscription Agreement submitted with this Questionnaire and may also constitute a violation of law, for which a claim for damages may be made against me. My investment in the Notes will not be accepted until Denny Chittick (the "President"), who is the President of the Company, determines that I satisfy all of the suitability standards set forth in the Confidential Private Offering Memorandum, dated July 1, 2009 (the "POM") and in Rule 501(a) of Regulation D under the Securities Act.

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#8604

Please answer every question. If the answer to any questions is "None" or "Not Applicable" please so state.

The Prospective Purchaser Questionnaire does not constitute an offer by the Company or any agent to sell any securities, but is merely a request for information.

Please complete, sign, date and return the Prospective Purchaser Questionnaire to the Company. Your investment in the Company will not be accepted until the Company determines that you satisfy all of the requisite suitability standards.

For Individual Investors, please complete pages 2 to 4 and sign on page 4.

For Organizational Investors, please complete pages 4 to 7 and sign on page 7.

I, the undersigned Prospective Investor hereby supply you with the following information and representations:

PLEASE PRINT

I. INDIVIDUAL INVESTORS

A. GENERAL INFORMATION

Name of Investor* PAUL KENT
Residence Address 23 E 15TH ST

City TEMPE State AZ Zip Code 85281
Home Telephone Number (480) 921 - 1733
Email Address: PAUL_A_KENT@YAHOO.COM
Work Number ( ) -
Cellular Number (480) 213 - 7231
U.S. Citizen (Yes) No

Social Security Number (Investor) 148564750

(Co Investor, if any)**

* ALL INFORMATION REQUESTED IN CONNECTION WITH INVESTMENTS UNDER THE UNIFORM GIFT TO MINORS ACT SHOULD BE GIVEN ON BEHALF OF THE ADULT CUSTODIAN, NOT THE MINOR BENEFICIARY, UNLESS OTHERWISE INDICATED.

** EACH CO-INVESTOR (OTHER THAN SPOUSE) MUST COMPLETE AND SIGN A SEPARATE QUESTIONNAIRE.

D126783
#8604

Name of Custodian (if investment is pursuant to Uniform Gift to Minors Act)

Name of Beneficiary KERT FAMILY TRUST

1. Set forth in the space provided below the state(s) in which you maintain your principal residence.
ARIZONA

2. Do you maintain residence in any other states? If yes, in which state(s)?
No

3. In which state, if any, are you registered to vote?
ARIZONA

4. In which state, if any, do you presently hold a valid driver's license?
ARIZONA

5. Are you age 21 or older? (Yes) No

B. INDIVIDUAL ACCREDITATION, SOPHISTICATION, AND SUITABILITY

1. **Accredited Investor Status.** Please complete each of the following certifications:

1.1 I certify that I have an individual net worth (or a joint net worth with my spouse) in excess of $1,000,000 (excluding homes, home furnishings and automobiles). **Note: While the SEC has yet to act on the Wall Street Reform and Investor Protection Act, it has indicated that it may require that investors subtract from their net worth the amount of indebtedness on any home owned by an investor that exceeds the fair market value of the home, provided that the lender of such indebtedness has recourse as to such amount.**

(Yes) No

OR

1.2 I certify that I had individual income (excluding any income of my spouse) of more than $200,000 in each of the previous two calendar years, or joint income with my spouse of more than $300,000 in each of those years, and I reasonably expect to have an individual income in excess of $200,000, or joint income with my spouse in excess of $300,000, in the current year.

Yes No

2. **Suitability.** I certify that I (i) have a net worth (exclusive of home, home furnishings and automobiles) of at least five times the amount of the note I am providing to the Company, (ii) can bear the economic risk of the of note including the total loss of my security, and (iii) have such knowledge and experience in business and financial matters, including the analysis of or participation in offerings of privately issued securities, as to be capable of evaluating the merits and risks of an investment in the Company.

Yes No

The above information supplied by me is true and correct in all respects and I recognize that the Company is materially relying or the truth and accuracy of such information.

Dated this 30th *day of* Nov, 2010

PAUL KENT
PRINT Name of Investor

PRINT Name of Co Investor, if any

Signature of Investor

Signature of Co Investor, if any

This was the part that I felt I needed to change my investment decision because of.

II. ORGANIZATIONAL INVESTOR

A. GENERAL INFORMATION

1. Name of Organization: _____

2. Date of Organization _____

3. Fiscal Year End _____

4. State and Country of Organization _____

5. Taxpayer Identification Number _____

6. Principal Business Address _____

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7. Home Telephone Number (_____) _____-_____
Work Number (_____) _____-_____
Cellular Number (_____) _____-_____

8. Type of Organization and Business Description _____
_____
_____
_____

9. Send Mail to: _____
_____

10. Number of Equity Owners: _____

11. Has the subscribing Organization been formed for the specific purpose of purchasing Notes? Yes No

B. ORGANIZATION ACCREDITATION, SOPHISTICATION AND SUITABILITY

1. **Accredited Investor Status.** Please complete each of the following certifications:

1.1 The undersigned Organization certifies that EACH of its Equity Owners meets at least ONE of the following conditions:

(i) Such Equity Owner is a natural person whose individual net worth (or joint net worth with his or her spouse) exceeds $1,000,000 (excluding homes, home furnishings and personal property). **[Note: While the SEC has yet to act on the Wall Street Reform and Investor Protection Act, it has indicated that it may require that equity owners subtract from their net worth the amount of indebtedness on any home owned by an equity owner that exceeds the fair market value of the home, provided that the lender of such indebtedness has recourse as to such amount]**; or

(ii) Such Equity Owner is a natural person who had an individual income in excess of $200,000 in each of the previous two calendar years, or joint net worth with his or her spouse of more than $300,000, in each of those years and who reasonably expects to have an individual income in excess of $200,000, or joint income with his or her spouse in excess of $300,000, for the current calendar year; or

(iii) Such Equity Owner of the Investor is a corporation, partnership or revocable trust and all of the shareholders, partners or grantors, respectively, of such corporation, partnership or revocable trust can answer yes to statement 1.1(i) or 1.1(ii) above.

Yes No

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1.2 The undersigned Organization is a revocable or grantor trust and each person with the power to revoke the trust qualifies as an Accredited Investor under 1.1(i) or 1.1(ii) above.

Yes No

1.3 The undersigned Organization is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, and the investment decision is made by a Plan Fiduciary, as defined in Section 3(21) of such Act which is a bank, savings and loan association, insurance company or registered investment advisor.

Yes No

1.4 The undersigned Organization is a qualified profit sharing or defined contribution Plan, the Plan provides for segregated accounts for each Plan Participant, the governing documents of the Plan provide that each participant may direct the trustee to invest his or her funds in the investment vehicles of his or her choice and the purchase of the note(s) is made pursuant to an exercise by the Plan Participant, who is an Accredited Investor under subparagraph 1.1(i) or 1.1(ii) above, of such power to direct the investments of his or her segregated account. This Prospective Purchaser Questionnaire and the Subscription Agreement must be completed and executed by such Plan Participant.

Yes No

1.5 The undersigned Organization certifies that it is a bank as defined in Section 3(a)(2) of the Securities Act.

Yes No

1.6 The undersigned Organization certifies that it is a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act.

Yes No

1.7 The undersigned Organization certifies that it is an insurance company as defined in Section 2(13) of the Securities Act.

Yes No

1.8 The undersigned Organization certifies that it is an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940.

Yes No

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1.9 The undersigned Organization certifies that it is a 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.

Yes No

1.10 The undersigned Organization certifies that it is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

Yes No

1.11 The undersigned Organization certifies that it has total assets in excess of $5,000,000.

Yes No

1.12 The undersigned Organization certifies that it is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934.

Yes No

2. **Sophistication.** Person(s) making the investment decision on behalf of the Organization to purchase a Note:

Name	Organization Position
_____	_____
_____	_____

The above information supplied by the undersigned is true and correct in all respects and the undersigned recognizes that the Company is relying materially on the truth and accuracy of such information.

Dated this _____ *day of* _____, *20*_____.

PRINT Name of Organization: _____

PRINT Name of Individual with authority to make investment decisions on behalf of Organization: _____

PRINT Title or Capacity in which signing of Individual with authority to make investment decisions on behalf of Organization: _____

Signature of Individual with authority to make investment decisions on behalf of

Organization: _____

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#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 3 Date: July 16, 2013

1. **Subscription**. The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 112,161.79 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties**. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

provided to me in writing by the Company. The undersigned understands that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons who understand the nature of the proposed operations of the Company and for whom the

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investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations.

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or

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magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note**. The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification**. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

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5. **Miscellaneous.**

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: November 7, 2013

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of November 7, 2013.

By: _____

Name: Denny J. Chittick

Title: President

Paul Kent 2

D133118
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 2 Date: November 7, 2013 11-913

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 117,268.22 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

D133119
#8604

DATED: November 7, 2013

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenScco Investment Corporation as of November 7, 2013.

By: _____

Name: Denny J. Chittick

Title: President

D133120
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 4 Date: July 26, 2013

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 22,316.11 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

D133121
#8604

DATED: July 26, 2013

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:
_____
_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 26, 2013.

By: _____

Name: Denny J. Chittick

Title: President

D133122
#8604

-20K
9-10/13

D133123
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 2 Date: November 7, 2011

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ ___ months that will bear interest at the rate of _____% per year (___ ___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 137,268.22 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

D133124
#8604

DATED: November 7, 2011

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DanSoo Investment Corporation as of November 7, 2011

By: _____

Name: Denny J. Chittick

Title: President

D133125
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 3 Date: July 16, 2011

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 112,161.79 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

D133126
#8604

DATED: July 16, 2011

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 16, 2011

By: _____

Name: Denny J. Chittick

Title: President

D133127
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 4 Date: July 26, 2012

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of _____% per year (____% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

22,316.11 (25K 8-31-12)

- ☐ Monthly Payment Note in the amount of $ 47,316.11 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

DATED: July 26, 2012

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:
_____
_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 26, 2012.

By: _____

Name: Denny J. Chittick

Title: President

D133129
#8604

DENSCO INVESTMENT CORP

4504

Paul A Kent

10/13/2011

Return of Investment #5

30,000.00

Operating

Return of investment

30,000.00

LMP12 M/P CHECK

51N312/39280 (6/11) 613469

D133130
#8604

retained
50K
12-3-KU

D133131
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 5 Date: August 31, 2010

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 80,000.00 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The

D133132
#8604

DATED: August 31, 2010

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent, Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 31 day of August, 2010.

By: _____

Name: Denny J. Chittick

Title: President

D133133
#8604

DENSC NVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

3rd

Ladies and Gentlemen: Date: July 16, 2009

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2007 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 112,161.79 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133134
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 16, 2009

By: _____
Signature of Investor

Paul A. Kent Family Trust
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 16 day of July, 2009.

By: _____

Name: Denny J. Chittick

Title: President

D133135
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

4-2N

Ladies and Gentlemen: Date: July 26, 2009

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2007 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 72,316.11 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133136
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 26, 2009

By: _____
Signature of Investor

Paul A. Kent Family Trust
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 26 day of July, 2009.

By: _____

Name: Denny J. Chittick

Title: President

D133137
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Returned 11-30-10

Ladies and Gentlemen: Investment #__1__ Date: July 29, 2010

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (__ _____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ ___ months that will bear interest at the rate of _____% per year (__ __% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $__50,000.00__ for _24_ months that will bear interest at the rate of _12_% per year (_1_% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The

D133138
#8604

DATED: July 29, 2010

By: _____
Signature of Investor

The Paul A. Kent Family Trust
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 29 day of July, 2010

By: _____

Name: Denny J. Chittick

Title: President

D133139
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 4 Date: July 26, 2011

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ ~~72,316.11~~ 47, 3/6.11 for 24 months that will bear interest at the rate of ~~12~~ % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000). <25k 3-29-12>

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

D133140
#8604

DATED: July 26, 2011

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 26, 2011

By: _____

Name: Denny J. Chittick

Title: President

D133141
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 2 Date: November 07, 2009

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 137,268.22 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The

DATED: November 7, 2009

By: _____
Signature of Investor

The Paul A. Kent Family Trust
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 7 day of November, 2009.

By: _____

Name: Denny J. Chittick

Title: President

D133143
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date: August 31, 2008

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2007 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 80,000.00 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133144
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: August 31, 2008

By: _____
Signature of Investor

Paul A. Kent Family Trust
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 31 day of August, 2008.

By: _____

Name: Denny J. Chittick

Title: President

D133145
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date: July 29, 2008

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2007 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 50,000.00 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133146
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 29, 2008

By: _____
Signature of Investor

The Paul A. Kent Family Trust
Print Name of Investor

Address:
23 E. 15th Street
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 29 day of July, 2008.

By: _____

Name: Denny J. Chittick

Title: President

D133147
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

2nd Initial

Ladies and Gentlemen: Date: November 7, 2007

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2007 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 137268.22 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133148
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: November 7, 2007

By: _____
Signature of Investor

The Paul Kent Family Trust
Print Name of Investor

Address:
23 E. 15th Street
Tempe, AZ 85281
SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 7 day of November, 2007.

By: _____

Name: Denny J. Chittick

Title: President

D133149
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date: _November 11, 2005__

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2005. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $_137,268.22_ for _24_ months that will bear interest at the rate of _12_% per year (_1_% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: __November 7, 2005_____

By:_____
Signature of Investor

The Paul Kent Family Trust
Print Name of Investor

Address: 23 E. 15th St.
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By:_____
Signature of Co-Investor (if any)

Julie C. Kent
Print Name of Co-Investor (if any)

Address: 23 E. 15th st
Tempe, AZ 85281

SSN (or EIN): 526-99-9111

Agreed to and accepted by DenSco Investment Corporation as of the _November 7_, 2005___.

By:_____

Name: Denny J. Chittick

Title: __President

QBPHX\250708.40013\1546347.1

D133151
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date:__11/7/03_____

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $__137,268.22__ for _24_ months that will bear interest at the rate of _12_% per year (_1_% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133152
#8604

2d

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☒ Accrual Note in the amount of $_127,016.39___ for __24___ months that will bear interest at the rate of __12__% per year (__1__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133153
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: _November 7, 2003_____

By:_____
Signature of Investor

The Paul A. Kent Family Trust
Print Name of Investor

Address: 23 E. 15th Street
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By:_____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the _November 7__, 2003__.

By:_____

Name: Denny J. Chittick

Title: __President

QSPHX\250708.40013\1548347.1

D133154
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_127,016.39___ for _24_ months that will bear interest at the rate of __12__% per year (_1_% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: __November 7, 2003_____

By:_____
Signature of Investor

Paul A. Kent_____
Print Name of Investor

Address: 23 E. 15th Street_____
Tempe, AZ 85281_____
_____

SSN (or EIN): 148-56-4750_____

By: X_____
Signature of Co-Investor (if any)

JULIE C. KENT
Print Name of Co-Investor (if any)

Address: 23 E 15TH ST
~~TEMPE, AZ 85281~~

SSN (or EIN): 526 99 9111

Agreed to and accepted by DenSco Investment Corporation as of the _7__ day of _November___, 2003___.

By:_____

Name: Denny J. Chittick_____

Title: __President_____

D133156
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 25, 2001. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☒ Accrual Note in the amount of $ 100,000 for 24 months that will bear interest at the rate of 12 % per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

a. Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in

D133157
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: Nov 7, 2004

By: _____
Signature of Investor

PAUL KENT
Print Name of Investor

Address: 2110 S MILL AVE
TEMPE, AZ
85282

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 7 day of Nov, 2004.

By: _____

Name: Denny Chittick

Title: Pres.

QBPHX\250708.40013\1546347.1

D133158
#8604

11-91 00,000
11-30 100,799.32
12-01 101,807.92
1-02 102,828.00
2-02 103,853.25
3-02 104,891.78
4-02 105,940.70
5-02 107,000.11
6-02 108,070.11
7-02 109,150.81
8-02 110,242.32
9-02 111,344.74
10-02 112,458.19
11-02 113,582.77
12-02 114,718.60
1-03 115,865.79
2-03 117,024.44
3-03 118,194.69
4-03 119,376.64
5-03 120,570.04
6-03 121,776.11
7-03 122,993.87

11/7/01	100,000	4-3	119,376.64
11/30/01	100,799.92	5-3	120,570.04
12/31	101,807.92	6-3	121,776.11
1-2	102,826.00	7-3	122,993.87
2-2	103,853.25	8-3	124,223.81
3-2	104,891.78	9-3	125,466.05
4-2	105,940.70	10-3	126,720.71
5-2	107,000.11	11-7	~~127,100.82~~
6-2	108,070.11		127,016.39
7-2	109,150.81		
8-2	110,242.32		
9-2	111,344.74		
10-2	112,458.19		
11-2	113,582.77		
12-2	114,718.60		
1-3	115,865.79		
2-3	117,024.44		
3-3	118,194.69		

D133160
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date: __July 26, 2005____

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2005. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $_72,316.11__ for _24_ months that will bear interest at the rate of _12_% per year (__1__% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133161
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: __July 26, 2005_____

By: _____

By: _____
Signature of Investor

Paul A. Kent Family Trust
Print Name of Investor

Address: 23 E. 15th Street
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the _____July 26_, 2005___.

By: _____

Name: Denny J. Chittick

Title: __President

QBPHX\250706.40013\1546347 1

D133162
#8604

42

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date:__7/26/03_____

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $__72,316.11__ for _24_ months that will bear interest at the rate of _12_% per year (_1_% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

4

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_64,742.01___ for __24___ months that will bear interest at the rate of __12__% per year (__1__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133164
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: _July 26, 2003_____

By:_____
Signature of Investor

The Paul A. Kent Family Trust_____
Print Name of Investor

Address: 23 E. 15th Street_____
Tempe, AZ 85281_____
_____

SSN (or EIN): 148-56-4750_____

By:_____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____
_____
_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the _July 26__, 2003__.

By:_____

Name: Denny J. Chittick_____

Title: __President_____

QBPHX\250708.40013\1546347 1

D133165
#8604

5-29 - 50,000
10-31 - 52603.06
11-01 - 53,129.09
12-01 - 53,606.88
1-02 - 54,196.94
2-02 - 54,738.96
3-02 - 55,286.35
4-02 - 55,839.21
5-02 - 56,397.60
6-02 - 56,461.58
7-02 - 57,531.20
8-02 - 58,106.51
9-02 - 58,687.58
10-02 - 59,274.46
11-02 - 59,867.29
12-02 - 60,465.88

1-03 - 61,070.54
2-03 - 61,681.24
3-03 - 62,298.05
4-03 - 62,921.03
5-03 - 63,550.23
6-03 - 64,185.73 = 641.86
21.40
+556.24
1.01 [illegible]
+7.18
64,742.01

D133166
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

☒ Accrual Note in the amount of $ 64,742.01 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

☐ Monthly payment Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: 7/26/03

By: _____
Signature of Investor

PAUL KENT
Print Name of Investor

Address: 23 E 15TH ST
TEMPE, AZ 85281

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 28 day of July, 2003.

By: _____

Name: Denny J. Chittick

Title: President

QBPHX\250708.40013\1546347.1

D133168
#8604

H2

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 25, 2001. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☒ Accrual Note in the amount of $ 50,000 for 24 months that will bear interest at the rate of 12 % per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

a. Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in

D133169
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: 26 July 2001

By: _____
Signature of Investor

PAUL KENT
Print Name of Investor

Address: 2110 S. Mill Ave
TEMPE, AZ
85282

SSN (or EIN): 148 56 4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the ___ day of _____.

By: _____

Name: _____

Title:

QBPHX\250708.40013\1546347.1

D133170
#8604

72,316.11
112,161.99
137,268.22
321,746.12

D133171
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date: July 16, 2007

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2007 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 112,161.79 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133172
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 16, 2007

By: _____
Signature of Investor

Paul A. Kent Family Trust
Print Name of Investor

Address:
23 E. 15th Street
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

Julie C. Kent
Print Name of Co-Investor (if any)

Address:
23 E. 15th Street
Tempe, AZ 85281

SSN (or EIN): 526-99-9111

Agreed to and accepted by DenSco Investment Corporation as of the 16 day of July, 2007.

By: _____

Name: Denny J. Chittick

Title: President

D133173
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date: July 26, 2007

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2007 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 72,316.11 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133174
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 26, 2007

By: _____
Signature of Investor

Paul A. Kent Family Trust
Print Name of Investor

Address:
23 E. 15th Street
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

Julie C. Kent
Print Name of Co-Investor (if any)

Address:
23 E. 15th Street
Tempe, AZ 85281

SSN (or EIN): 526-99-9111

Agreed to and accepted by DenSco Investment Corporation as of the 26 day of July, 2007.

By: _____

Name: Denny J. Chittick

Title: President

D133175
#8604

SUBSCRIPTION AGREEMENT

5

Ladies and Gentlemen: Date: _August 31, 2006____

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2005. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly Payment Note in the amount of $_80,000.00_ for _24_ months that will bear interest at the rate of _12_% per year (_1_% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: August 31, 2006

By: _____
Signature of Investor

Paul A. Kent Family Trust
Print Name of Investor

Address: 23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____
_____
_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the August 31, 2006.

By: _____

Name: Denny J. Chittick

Title: President

QBPHX\250706.40013\1646347 1

D133177
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date: ___August 31, 2004__

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $_80,000.00_ for _24_ months that will bear interest at the rate of __12_% per year (__1__% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: __August 31, 2004_____

By:_____
Signature of Investor

Paul A. Kent Family Trust
Print Name of Investor

Address: 23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By:_____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the _August 31___, 2004___.

By:_____

Name: Denny J. Chittick

Title: __President_____

QBPHX\250708.40013\1546347 1

D133179
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date: __July 16, 2005____

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2005. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $_112,161.79__ for _24_ months that will bear interest at the rate of _12_% per year (__1__% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

D133180
#8604

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: __July 16, 2005_____

By: _____

By: _____
Signature of Investor

Paul A. Kent Family Trust
Print Name of Investor

Address: 23 E. 15th Street
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the _____July 16_, 2005___.

By: _____

Name: Denny J. Chittick

Title: __President_____

QBPHX\250708.40013\1546347.1

D133181
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date:__7/16/03_____

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $__112,161.79__ for _24_ months that will bear interest at the rate of _12_% per year (_1_% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_100,000.00___ for __24___ months that will bear interest at the rate of __12__% per year (__1__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: _July 16, 2003_____

By:_____
Signature of Investor

The Paul A. Kent Family Trust_____
Print Name of Investor

Address: 23 E. 15th Street_____
Tempe, AZ 85281_____
_____

SSN (or EIN): 148-56-4750_____

By:_____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____
_____
_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the _July 16__, 2003__.

By:_____

Name: Denny J. Chittick_____

Title: __President_____

QBPHX\250708.40013\1546347.1

D133184
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- [X] Accrual Note in the amount of $100,000.00 for 24 months that will bear interest at the rate of 12% per year (1% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- [ ] Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- [ ] Monthly payment Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: 7-15-03

By: _____
Signature of Investor

PAUL A. KENT
Print Name of Investor

Address: 23 E. 15th St
TEMPE, AZ
85281

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the 16 day of July, 2003.

By: _____

Name: Denny J. Chittick

Title: President

D133186
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date: ___7-29-06____

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2005. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Payment Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly Payment Note in the amount of $_50,000.00_ for _24_ months that will bear interest at the rate of _12_% per year (_1_% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: 7-29-06

By: Paul K

By: X

Signature of Investor

The Paul A. Kent Family Trust
Print Name of Investor

Address: 23 E. 15th Street
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____
_____
_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the July 29, 2006.

By: _____

Name: Denny J. Chittick

Title: President

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#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Date: ___July 29, 2004_____

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for _____ months that will bear interest at the rate of _____% per year (_____% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Quarterly Note in the amount of $_____ for ____ months that will bear interest at the rate of ____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

- ☐ Monthly payment Note in the amount of $___50,000.00__ for _24_ months that will bear interest at the rate of __12__% per year (__1_% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with $10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 29, 2004

By: _____
Signature of Investor

The Paul A. Kent Family Trust
Print Name of Investor

Address: 23 E. 15th St
Tempe, AZ 85281

SSN (or EIN): 148-56-4750

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the July 29, 2004.

By: _____

Name: Denny J. Chittick

Title: President

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D133190
#8604

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment #_4__ Date: July 26, 2013

1. **Subscription**. The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ ___ months that will bear interest at the rate of _____% per year (__ __% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $_22,316.11_ for _24_ months that will bear interest at the rate of _12_% per year (_1_% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties**. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

provided to me in writing by the Company. The undersigned understands that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons who understand the nature of the proposed operations of the Company and for whom the

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investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations.

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or

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magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note**. The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification**. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

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5. **Miscellaneous.**

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 26, 2013

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 26, 2013.

By: _____

Name: Denny J. Chittick

Title: President

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 2 Date: November 7, 2011

1. **Subscription**. The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 137,268.22 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties**. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

provided to me in writing by the Company. The undersigned understands that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons who understand the nature of the proposed operations of the Company and for whom the

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investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations.

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or

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magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note**. The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification**. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

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5. **Miscellaneous**.

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: November 7, 2011

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of November 7, 2011.

By: _____

Name: Denny J. Chittick

Title: President

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 3 Date: July 16, 2011

1. **Subscription**. The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ months that will bear interest at the rate of _____% per year (___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 112,161.79 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties**. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

provided to me in writing by the Company. The undersigned understands that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision. The undersigned is also aware that the Company has limited financial and operating history.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons

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investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations.

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or

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magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note**. The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification**. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

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5. **Miscellaneous.**

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 26, 2011

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address.
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 16, 2011.

By: _____

Name: Denny J. Chittick

Title: President

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 3 Date: July 16, 2011

1. **Subscription**. The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ ___ months that will bear interest at the rate of _____% per year (___ ___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 112,161.79 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties**. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

provided to me in writing by the Company. The undersigned understands that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision. The undersigned is also aware that the Company has limited financial and operating history.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons

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who understand the nature of the proposed operations of the Company and for whom the investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented

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with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note**. The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification**. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

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5. **Miscellaneous**.

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 16, 2011

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____
_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 16, 2011.

By: _____

Name: Denny J. Chittick

Title: President

Kent
EXH. NO. 786
3-19-19
Kelly S. Oglesby CR 50178

DenSco 2004

1-2

A VERY QUIET DAY. I HAD A FEW PHONE CALLS FOR DEALS. ONE GUY DIDN'T WIN HIS BID, ANOTHER I DIDN'T WANT TO DO, TOO MANY PROBLEMS LAST TIME. I'M LOOKING FORWARD TO THIS YEAR.

1-5

BECAUSE I WAS TIED UP WITH DAD AND VISITORS ALL DAY, I HARDLY DID ANYTHING. I CHECKED ON ONE LOAN AND TOLD MAGGIE SHE NEEDS TO PAY ME INTEREST. JILL CALLED FOR A DEAL LATER IN THE WEEK, I'LL PROBABLY NOT HEAR FROM HER AGAIN, BIG TALKER, LITTLE DOER.

1-6

I MADE SOME CALLS ON MY LOANS THAT ARE SUPPOSED TO CLOSE THIS WEEK. ONE LOAN WILL CLOSE TOMORROW OR THURSDAY. MAGGIE'S LOAN IS GOING TO PAY 6 MONTHS OF INTEREST BY FRIDAY. I GOT PAYOFF REQUESTS FOR THE HANSEN'S LOAN, BUT SARA DIDN'T SOUND VERY HOPEFUL I'LL HAVE TO CALL BEV BACK AGAIN TOMORROW. WE WENT TO LUNCH AT THE BRAZILIAN RESTAURANT. ONLY PAUL AND VINCE SHOWED UP WE HAD A GOOD TIME TALKING, OR I SHOULD SAY LISTENING TO VINCE.

1-7

I TALKED TO GREG ALDER A FEW TIMES; HE HAS A DEAL FOR ME FOR FRIDAY. IT'S A GOOD MARGIN DEAL SO I'LL GO WITH IT. I ALSO HAVE A DEAL FOR TOMORROW WITH DAVID WIRTH AGAIN I SHOULD GET MONEY IN FROM A DEAL TOMORROW, BUT I CANT' CHANCE IT AND NOT GET MY CHECK DOWN THERE IN TIME. I CALLED ON BOB'S DEAL, SHOULD CLOSE NEXT WEEK. I GOT A PAY OFF REQUEST FOR BRAD SMITH'S PROPERTY TOO. THINGS ARE STARTING TO PICK UP AGAIN.

1-8

I TYPED UP THE DOC'S FOR DAVID WIRTH'S DEAL AND EMAILED THEM TO NASHA. I CALLED THE BANK AND GOT MY WIRE IN. I GOT THE CHECK AND TOOK IT DOWN THERE. I WAS ABLE TO RECORD TWO OTHER DEEDS OF TRUST WHILE I WAS RECORDING THE R&M. I TYPED UP THE DOC'S FOR THE DEAL TOMORROW, I CALLED THE GUY AND HE SOUNDS LIKE HE'S GOING TO FLAKE ON ME. I GUESS IT'S FAIR I FLAKED ON HIM ON A DEAL. I TALKED TO BEV, SHE SAYS TWO OF THE PROPERTIES ARE GOING TO GET REFINANCED, 63RD AND 79TH. SHE THINKS THEY'LL BE DONE NEXT WEEK. STILL WAITING ON CORONADO. INGRID EMAILED ME SAID SHE'S FILING SUIT AGAINST BEV AND JIM. ACTUALLY SOMEONE IS FILING AGAINST HER AND SHE'S ADDING THEM TO IT. I'M NOT SURE HOW IT'S GOING TO AFFECT ME.

1-9

I CALLED MAGGIE LI FIRST THING AND COORDINATED A TIME FOR HER TO MEET NASHA. I GOT 6 MONTHS INTEREST OUT OF HER. THE DEAL THAT I THOUGHT I WAS GOING TO DO FELL APART, THEY NEVER CALLED ME I CALLED THEM AND THEY'VE GOT ISSUES WITH THE PROPERTY. I GOT MY PAYOFF ON TOWNLEY. I CALLED A FEW PEOPLE ON STATUS SCOTT CALLED LATER; HE GOT A CHECK FOR ONE OF THE NBI LOANS. SCOTT LYDY

BOUGHT A PROPERTY I'LL BE FUNDING ON MONDAY. I GOT A PAY OFF REQUEST FROM A PROPERTY TOO. THINGS ARE STARTING TO HAPPEN AGAIN.

1-12

I HAD A VERY BUSY DAY ON THE PHONES AND DEALS. BESIDES THE ONE SCOTT LYDY DEAL, SCOTT GOULD WANTED ME TO DO TWO MORE DEALS FOR HIM. I WIRED IN THE MONEY AND THEY TOOK CARE OF THE DOC'S. I GOT PAID OFF ON A DEAL FROM NBI TODAY TOO. I HAVE JUST ONE MORE LEFT WITH THEM. I WAS CALLED FOR A PROSPECTIVE DEAL IN THE LATER PART OF THE WEEK. THEN I HAD ANOTHER DEAL FOR TOMORROW FROM MIA. I ALSO HAD TWO PAY OFF REQUESTS.

1-13

I COORDINATED WITH SCOTT FOR JOHN RAY TO PICK UP THE CHECK FOR KEN DILLON'S DEAL. I SENT THE DOC'S TO RICK RICKERT AND HE GOT THEM SIGNED AND FILED MY R&M. I GOT A CALL FROM NORA, SHE'S GOT HER PROPERTY IN ESCROW AND SHOULD CLOSE IN A FEW WEEKS. RICK VULLO BROUGHT A PROPERTY TODAY, HE ONLY NEEDS 30K FOR TOMORROW I TYPED UP THE DOC'S AND SENT THEM TO ROBERT. THEY CAN GET THE CHECK AND DOC'S SIGNED FOR HIM. I HAD TO SEND OUT TWO 30 DAY NOTICES, ONE TO STEVE VILLAREAL AGAIN, I HOPE HE PAYS ME OFF AND ONE TO ROBERT MCDOWELL. MR. ALL TALK AND NO ACTION MAN I HOPE TO START HAVING A FEW OF THESE LOANS THAT WERE PUSHED TO JANUARY START CLOSING THIS WEEK.

1-14

I COORDINATED THE MONEY FOR RICK VULLO'S DEAL AND SENT THE DOC'S TO ROBERT. IT WAS A QUIET A DAY, NO MESSAGES AND I DIDN'T HEAR BACK FROM ANYONE. I CALLED BEV, SHE'S GOING TO REFINANCE TWO OF THEM AND SELL THE REST. SUPPOSEDLY SHE'S GOT SOMEONE TO BUY CORONADO BUT NOW THE GUY'S NOT CALLED HER BACK. SO MUCH FOR A SURE THING! RICK R CALLED ME FOR A DEAL FOR A CLIENT, IT'S A REFERRAL FROM INGRID, BUT SHE'S NOT IN THE MIDDLE OF IT. IT'S AN NBI HOUSE, WHICH THEY NEVER SEEM TO SELL QUICK ONCE A CLIENT GETS IT.

1-15

SCOTT CALLED AND HAD ANOTHER DEAL FOR ME THROUGH ESCROW. HE JUST GAVE ME THE BARE ESSENTIAL DETAILS ON WHERE AND HOW MUCH TO WIRE MONEY AWAY. I AM LOOKING FORWARD TO GETTING TO HIS OFFICE ON FRIDAY. I ALSO WIRED MONEY FOR A RICK DEAL, THEN FOUND OUT IT WASN'T GOING TO CLOSE TODAY. I HAD A FEW CALLS ON MY VMAIL, WHICH I NEED TO RETURN TODAY, BUT PRETTY QUIET DAY. BY THE TIME I GET HOME, I HAVE AN EMAIL FROM INGRID SAYING THEY ARE FILING THE LAWSUITS AND LIENS TODAY. BEV DOESN'T THINK ITS GOING TO AFFECT HER; I DON'T KNOW EITHER WAY.

1-16

I TOOK NASHA TO WORK AND PICKED UP PAPERWORK AND THEN HEADED TO SCOTT'S HOUSE. ROBERT HAD A TON OF PAPERWORK FOR ME. AS PER NORM, THERE WERE SEVERAL ERRORS, SOME DOC'S NOT SIGNED PROPERLY AND POOR INFO ON THE PERSON. I TALKED TO SCOTT FOR AWHILE ABOUT WHERE THE PORTFOLIO IS AT AND WHAT IS GOING ON. WE ARE NOW 4.2 MIL INVESTED. HIGHEST IN A LONG TIME. I CALLED EVERYONE AND GOT THINGS STRAIGHT AS FAR AS RETURN CALLS AND CONTACTS WITH NEW BORROWERS. I ALSO TOOK SEVERAL CALLS FROM PEOPLE THAT GOT MY NUMBER FROM SOMEONE. I TALKED TO BEV, WHAT ELSE, NEXT WEEK AND MORE PROMISES. I SPENT ALL DAY LONG GETTING PAPERWORK IN ORDER.

1-20

I MADE SOME CALLS ON DOC'S AND TO A FEW PEOPLE TO SEE WHAT IS GOING ON. I WAS SUPPOSED TO BE PAID ON PORT ROYALE TODAY, NOW IT WILL BE TOMRROW. IT WAS A PRETTY QUIET DAY

1-21

I GOT MY WIRE IN ON PORT ROYALE. I ALSO GOT PAY OFF REQUESTS FOR 79TH AND 63RD. NOT SURE WHEN THEY WILL PAY OFF BUT IT'S A POSITIVE STEP FORWARD. I CALLED EVERYONE THAT I'VE NOT TALKED TO IN A WHILE. A FEW GOOD THINGS, A FEW PEOPLE RUNNING IN TO SLOW ACTIVITY. I WENT TO DAVE'S OFFICE TO GET MY 1099'S AND OTHER YEAR END STUFF DONE.

1-22

I HAD ANOTHER SLOW DAY, I HAD TWO MORE PAY OFF REQUESTS AND I HAVE A DEAL FOR VULLO TOMORROW. INGRID EMAILED ME SAYING THAT HANSEN'S WON'T BE ABLE TO REFINANCE BECAUSE OF THE LEINS SHE'S PUT ON THE PROPERTIES. JUST WHEN I GET A PAY OFF REQUEST FOR TWO OF THEM.

1-23

I HAD ANOTHER PAYOFF REQUEST AND THEN WAS CALLED FOR A DEAL FOR MONDAY. I'LL BE COMPLETLEY OUT OF CASH. I HAD ONE DEAL THAT I HAD TO SEND ON TO SCOTT. I SHOULD BE GETTING SOME PAY OFFS NEXT WEEK.

1-26

I GOT A REQUEST FOR A MEMORANDUM FROM KENNEN SHE'S MADE OVER 350K THE LAST 2 YRS. DAMN THE WOMAN IS BANKING SOME DINERO! I GOT IN MY WIRE THAT TAPPED ME OUT. I GOT THE CHECK DOWN TO ANN. JOHN CALLED AND BOUGHT TWO MORE PROPERTIES AND THEN I SENT A THIRD TO SCOTT BECAUSE I WAS OUT OF MONEY. I CAUGHT UP ON ALL MY PRINTING AND FAXING AND CHECKS SINCE I BOUGHT A NEW PRINTER. NOW I NEED A COUPLE OF DEALS TO START CLOSING.

1-27

I TALKED TO NORA, I SHOULD RECEIVE MONEY TOMORROW. CHRIS WILSON CALLED, SAYING HE HAD A DEAL FOR NEXT WEEK. ALSO SAID HE THOUGHT HIS FIRST LOAN WOULD CLOSE BY FRIDAY. I NEED A FEW CLOSES THIS WEEK AND NEXT. I HAD A ½ DOZEN RELEASES TO SEND OUT AND I RECEIVED THE 1099'S FROM DAVE. I TALKED TO RICK LACEY; HE'S GOT THE DEAL ON 29TH STREET BACK AGAIN. HE WANTS TO DO FIVE HOUSES ON FIVE LOTS. HE SAYS HE'LL BUY BACK 10TH STREET SINCE IT'S NOT GOING ANYWHERE.

1-28

I HAD A PAY OFF REQUEST FOR A PROPERTY THAT I'D ALREADY BEEN PAID OFF ON IN NOV. RICK LACEY HAS A NEW PROJECT, OR A PROJECT HE WAS GOING TO HAVE ME DO AND THEN DIED, NOW IT'S BACK. I'LL START IT NEXT WEEK. BEV CALLED SAYING THEY SHOULD HAVE DOC'S TOMORROW ON TWO OF THEM AND KNOW WHAT IS GOING ON WITH THE OTHER TWO.

1-29

I SENT A PAY OFF REQUEST AND TALKED TO RICK LACEY. I'M NOT SURE HOW WE ARE GOING TO DO THIS YET, BUT WE'LL WORK THROUGH IT NEXT WEEK. I TALKED TO BEV; SHE HADN'T RECEIVED THE DOC'S YET BUT THOUGHT SHE'D HEAR BACK FROM SARAH TODAY. I NEVER HEARD BACK FROM HER SO I GUESS IT DIDN'T HAPPEN. I GOT A PAY OFF FOR NORA ELLEN TODAY. SHE CALLED AND WANTED HER REFUND, SINCE THEY OVER PAID. SHE STOPPED BY THE HOUSE TO PICK UP HER CHECK.

1-30

I CALLED ON THE PROPERTIES THAT WERE SUPPOSED TO CLOSE TODAY; NONE OF THEM WERE GOING TO DO IT. SO I WIRED OFF MY MONEY TO MY LINE. I TALKED WITH MICHAEL BANKSTANG AGAIN FOR 30 MINS ABOUT INVESTING. I THINK I'VE FINALLY PEAKED HIS INTEREST AND UNDERSTANDING. I MET MIKE GUMBERT FOR LUNCH. WE TALKED FOR SEVERAL HOURS. HE'S IN THE KNOW WITH THE GUYS AT THE CLUB SO HE THINKS HE CAN BRING IN SOME MORE INVESTORS. I NEED TO BRING IN MORE NOW EARLY IN THE YEAR.

1-31

I LEFT AT 7 AM AND DROVE AROUND FOR 5 HOURS LOOKING AT PROPERTIES. AS USUAL SOME ARE GOOD SOME ARE JUNK. THE ONE IN BUCKEYE, THERE IS NO WAY I'M DOING THAT ONE. I SCREWED UP THE ADDRESSES "E" AND "W" SO I COULDN'T FIND TWO PLACES. I CAME HOME AND TOOK ANOTHER 3 HOURS TO DO END OF MONTH. BECAUSE OF THE SLOW CLOSING MONTH, I'M IN THE HOLE BIG TIME, BUT I KNEW THAT WAS GOING TO HAPPEN.

2-2

FIRST THING I GET A CALL FROM JEFF HILLS, WANTING TO MEET ME TO PAY ME OFF TODAY. I DROVE OVER TO A MALL AND GOT THE CHECK I HAD SOME ERRANDS TO RUN, BANK, GAS AND OFFICE SUPPLIES TO BUY. I CALLED ON A FEW PROPERTIES TO SEE WHERE THEY ARE AT IN GETTING PAID OFF. I TALKED TO CHRIS WILSON AGAIN, HE SAYS HE'LL HAVE ME PAID OFF BY FRIDAY, OF COURSE BOB MCDOWELL SAID THAT TOO. I PUT A CALL IN TO BEV, SHE DIDN'T KNOW ANYTHING. I CALLED HER LOAN OFFICER TOO. JUST MESSAGES TO EVERYONE THAT I COULDNT GET A HOLD OF LIVE.

2-3

QUIET DAY, I HAD VERY FEW CALLS. BEV CALLED TO SAY THAT PAPERS WERE DRAWN AND THEY SHOULD BE BACK IN AZ TO CLOSE BY FRIDAY. I'M EXPECTING SOME TROUBLE WITH THE TITLES AND HOLDING IT ALL UP. I TALKED TO DALE HICKMAN TONIGHT, HE'S GOING TO INVEST, I'M ALMOST SURE OF IT. HE'S GOT SOME QUESTIONS WHICH HE'S GOING TO EMAIL ME. I EMAILED KENNEN, SHE SAID SHE WAS GOING TO, BUT IS SICK AND WILL GET BACK TO ME.

2-4

I GOT MY WIRE IN FROM VERN FIRST THING IN THE MORNING I ALSO GOT A CALL FROM NBI SAYING THEY WERE PAYING ME OFF ALSO I NOW HAVE $225K READY FOR DEALS FOR FRIDAY, IF THEY COME IN. I HAD TO GO TO THE BANK TWICE TO GET NOTARIES COMPLETED. I EMAILED KENNEN, BUT SHE WASN'T READY TO TALK. I TALKED TO DALE LAST NIGHT; HE'S GOING TO EMAIL ME QUESTIONS. HE ASKED HOW HE COULD INVEST, WITH CHECKS OR WIRES. I THINK I'LL GET BOTH OF THEM BY THE END OF THE MONTH. I GOT ANOTHER PAYOFF REQUEST FOR THE HANSEN PROPERTIES. THOUGH I STILL THINK IT'S A WEEK OUT OR MORE.

2-5

BEV CALLED SAYING SHE SHOULD RECEIVE THE DOC'S TOMORROW, AND SHE'LL SEND THEM BACK SAME DAY. TITLE OR FINANCE COMPANY WILL HAVE THEM MONDAY MORNING. I'VE BEEN CHECKING AND I CAN'T FIND ANY LEINS ON THE PROPERTY, SO HOPEFULLY THESE WILL GO THROUGH. I TALKED TO CHRIS WILSON TODAY. HE IS GOING TO SEND ME 180 DAYS INTEREST TODAY AND I'M GOING TO FUND ANOTHER DEAL FOR HIM. IT'S THE ONE OUT IN BUCKEYE, IT SCARES ME A LITTLE, BUT I BELIEVE HE'S GOOD FOR IT. I CAN FINALLY FILE SOME DOT'S I'VE BEEN WAITING ON, SO THAT WILL GET DONE TOMORROW. I NEVER HEARD FROM RICK LACEY, I SHOULD HAVE CALLED HIM. I GUESS THE DEAL WON'T HAPPEN TOMORROW.

2-6

I RECEIVED IN MY WIRE FROM BILL HARPER ON MARCO POLO. I TYPED UP AND SENT THE DOC'S OVER TO THE TITLE CO FOR CHRIS WILSON'S PROPERTY. I SENT THE WIRE SOON AFTER. I GOT IN ANOTHER WIRE FOR DAVID WIRTH'S LITTLE SHIT HOLE PROPERTY IN TOLLESON. I TALKED WITH RICK LACEY; HE'S PUSHED OUT ANOTHER WEEK ON HIS PROPERTY. HE'S GOING TO SEND ME A CHECK TOO BEV CALLED SAID THAT THE PAPERS WERE SIGNED AND SENT BACK. THEY'LL HAVE THEM MONDAY, AND THEY SHOULD FUND ON TUESDAY. I SURE HOPE SO, THAT WILL GET ME DOWN TO JUST ONE PROPERTY WITH THEM. I TALKED TO RICK ABOUT HIS PROEPRTIES; HE'S RELISTING THEM WITH ANOTHER GAL AND IS GOING TO LOWER THE PRICE TO GET THEM MOVING. I TALKED TO CYNTHIA, SHE'S GOT ONE IN ESCROW AND NEEDED A PAY OFF, AND ANOTHER FELL OUT. SUN CITY PROEPTY SHE HASN'T BEEN GETTING ANY OFFERS ON IT. SHE'S PRICED TO HIGH. BUSY FIRST WEEK OF FEB, HOPEFULLY THE CLOSES WILL CONTINUE NEXT WEEK AND I'LL START GETTING SOME MORE LOANS, I'VE GOT 400K OF CASH RIGHT NOW.

2-9

A VERY QUIET MORNING, I MADE SOME CALLS AND HAD A FEW. I WAS TO MEET A LADY NAME DAWN CALLOWAY, A REALTOR THAT HAS 16 INVESTORS. SHE SET THE TIME AT 1PM, THEN MOVED IT TO 1:20, THEN AT 1:30 WAS STILL NOT THERE, SO I HAD HER MEET ME AT MY HOUSE AND SHE GOT THERE AT 2:15. SHE'S A FAST TALKER AND BIG TALKER, WE'LL SEE IF ANYTHING AMOUNTS TO MUCH. NASHA CALLED, JEFF HOWARD NEEDS DINERO TOMORROW, WHICH IS GOOD TIMING. MIKE GUMBERT CALLED; HE'S GOT A GUY HE WANTS ME TO MEET. HE'S THE HEAD OF 20 DOCTORS, MY KIND OF GUY!

2-10

I RECEIVED MY WIRE IN, TYPED UP THE DOC'S AND HEADED TO THE BANK. THEN DOWN TO MIA TO PAY THE DEAL AND RECORD THE R&M. JUST OUT OF CURIOSITY I CALLED THE TITLE COMPANY ON THE HANSEN'S, IT RECORDED TODAY, I SHOULD GET PAID ON TWO OF THEM TOMORROW. THAT'S GOING TO BE JUST WONDERFUL. BEV CALLED TO TELL ME THE SAME NEWS; SHE WANTED TO TALK LONGER, I'M SURE IT'S ABOUT A GIFT ON CORONADO. I GOT A PAY OFF REQUEST FOR KIM'S LOAN. I TALKED TO STEVE AT FORESIGHT, HE SAYS HE'S GOT IT SOLD, SHOULD CLOSE THIS WEEK, I'M BETTING NEXT WEEK. I COULD GET THREE OF MY OLDEST LOANS OFF THE BOOK BY THIS WEEK!

2-11

I WAITED ALL DAY FOR MY MONEY FROM THE HANSEN'S PROPERTIES, THE DAMN WIRE GOT LOST BETWEEN THE CALIFORNIA AND AZ TITLE COMPANY. THEY ARE HOPING TOMRROW. WHAT A PAIN IN THE ASS. I HAVE A DEAL FOR TOMRROW. I THINK THEY VALUED IT TOO HIGH, BUT WE'LL SEE I'LL BE IN TO FOR LESS THAN 90K. I HAD A FEW

CALLS FOR DEALS PENDING IN THE FUTURE. I JUST TELL ME CALL ME WHEN IT'S CLOSE. RICK'S DEAL IS FINALLY GETTING CLOSER. I RECEIVED HIS CHECKS TODAY TOO.

2-12

I RECEIVED MY WIRE AND WHILE I WAS DOWN TOWN I GOT THE CHECK AND HEADED OVER TO NASHA'S OFFICE. I MET THE PEOPLE, THEY ARE SEASONED, SHOULDN'T BE A PROBLEM. I DID THE RECORDING, FOUND OUT LATER THE GUY WHO OWNED IT DIDN'T DO HIS RECORDING; NASHA HAD TO RE DO THE WHOLE THING. ALL DAY LONG NO WIRE, THEN FINALLY AT 4:30PM, THE TITLE COMPANY RECEIVED THEIR WIRE, I SHOULD GET MINE IN THE MORNING. NASHA HAS ANOTHER DEAL FOR ME TOMORROW. I'LL BE GOOD AND FULLY INVESTED WITH A THREE DAY WEEKEND.

2-13

IT HAPPENED SLOWLY BUT IT ALL HAPPENED AS I WANTED IT TOO. I TYPED UP ALL THE DOC'S FOR THE DEAL TODAY. THEN WAITED ALL MORNING FOR MY WIRES. I GOT THE FIRST ONE AROUND 1O AND THEN DIDN'T ET THE NEXT ONE UNTIL 1:10PM! I WENT TO THE BANK AND GOT THE CHECK AND TOOK IT DOWN TO ANN. I'M DONE WITH TWO MORE OF BEV'S LOANS. I HAVE ONE LEFT. I TALKED TO SARAH SHE SAID IT WILL BE NEXT MONTH. THE RISK THAT I FEEL THE PORTFOLIO HAD 6 MONTHS AGO VERSUS NOW IS CONSIDERBLY LESS. NO MORE INGRID LOAN, NO MORE MCGARRY LOAN, AND ONLY ONE MORE BEV LOAN. I EVEN HAD SOME EXTRA MONEY LEFT OVER TO SEND BACK TO MY LINE. I HAD SEVERAL PHONE CALLS TODAY FROM PEOPLE WANTING TO BORROW MONEY, OR WANTING TO KNOW WHAT I DO. I SPEND A LOT OF TIME TALKING TO THESE PEOPLE; THEY HARDLY EVER CALL BACK AGAIN.

2-16

BOB MCDOWELL CALLED ME; HE'S SENDING ME A CHECK, THOUGH IT WON'T BE GOOD UNTIL HE CALLS ME BACK. MR TALKER CAN'T GET HIS FINANCING STRAIGHT. I TALKED TO KENNEN FOR QUITE A WHILE. SHE'S GOING TO INVEST I'D SAY 100K TO 150K. 30K OF IT IS GOING TO BE AN IRA. I TALKED TO SCOTT AND THERE ARE A FEW THINGS I NEED TO DO TO SET THAT UP.

2-17

I HAD A PAY OFF REQUEST ON CATHERINES' PROPERTY. SHE IS GOING TO REFINANCE IT. SHE ALSO COMPLETELY MISUNDERSTOOD ME THINKING I WOULD FINANCE 100% OF THIS NEW DEAL SHE'S GOT. WHEN I TOLD HER, I THINK SHE'S GOING TO WALK AWAY FROM IT. I GOT IN SOME DOC'S AND USED NASHA'S NEW FORM DOC'S, I HAVE A LOT OF CHANGES. KEVIN PECK PAID ME BACK THE 23K I LOANED HIM FOR HIS 10%. NO DEALS PENDING, I'LL CALL RICK TOMORROW AND SEE WHERE WE ARE AT ON HIS DEAL. I DID SUCCESSFULLY GET THE DOC'S I NEEDED TO DO KENNEN'S IRA. I DIDN'T HEAR BACK FROM HER SO I CAN'T SEND THEM TO HER YET, BUT IT SHOULD BE PRETTY EASY FROM HEAR ON OUT.

2-18

I HAD AN UNEXPECTED PAYOFF, OR AT LEAST ONE THAT WAS SCHEDULE AND ACTUALLY HAPPENED THAT DAY. I CALLED AND CHECKED ON A FEW OTHERS, ONE LOOKS LIKE IT SHOULD HAPPEN FRIDAY AND ONE MONDAY. NASHA CALLED AND BOUGHT A PROPERTY, THEN JOHN CALLED AND HAD TWO MORE. I'LL TAP MY LINE OUT AND HOPE I GET A PAY OFF ON FRIDAY. RICK LACEY IS READY TO CLOSE ONE ON FRIDAY. I HOPE MY LUCK COMES IN AND THINGS HAPPEN THE WAY I NEED THEM TOO. I GOT ALL OF THE DOC'S OFF TO KENNEN. SHE'S GOING TO READ THEM AND LET ME

KNOW. I HEARD BACK FROM DALE HICKMAN, HE'S STILL WORKING ON QUESTIONS. HE PROMISED ME BY THE WEEKEND.

2-19

A CRAZY DAY, IT ALWAYS COMES IN WAVES. I FUNDED ALL THREE DEALS FOR JOHN THIS MORNING. I HAD TO WIRE IN EVERY DIME OFF MY LINE, MOVE 12K FROM MY CHECKING ACCOUNT TO DO IT. THEN HE HAD TWO MORE DEALS FOR TOMORROW THAT I COULDN'T DO BECAUSE I RAN OUT OF MONEY. RICK LACEY AND I TALKED SEVERAL TIMES, I GOT THE DOC'S DONE, BUT I HAVE NO MONEY I'LL HAVE TO BORROW FROM SCOTT. I'VE GOT A FEW PAYOFFS THAT ARE SUPPOSED TO COME TOMORROW. I GOT A PAY OFF REQUEST TOO. I'VE GOT A FEELING THERE WILL BE A LOT GOING ON NEXT WEEK.

2-20

WHAT A CRAZY LAST DAY. I SPENT THE FIRST COUPLE OF HOURS PREPARING END OF MONTH TO TAKE OVER TO SCOTT'S. I MET SCOTT AND ROBERT AT 10 AM. SCOTT TALKED FOR AN HOUR ABOUT ALL SORTS OF STUFF. HE GAVE ME A PERSON TO SEND A MEMORANDUM TO. HE IS A FRIEND OF DOUG PLANK. I TALKED WITH RICK LACEY A FEW TIMES; THE GUY NEVER CAME IN TO SIGN SO WE DIDN'T CLOSE. THEN I GOT A PAY OFF IN THE END OF THE DAY. I HAVE A 100K TO START THE NEXT WEEK OF WITH. RICK'S DEAL MAY COME THROUGH ON MONDAY. I'VE GOT EVERYTHING READY TO GO, I HAD A FEW PAY OFF REQUESTS I WAS EXPECTING, SO NOW I'M JUST HOPING FOR A SMOOTH 7 DAYS WHILE WE ARE GONE.

2-23 to 3-2

WHILE I WAS IN COSTA RICA, ROBERT HANDLED ALL MY STUFF. I HAD THREE PAYOFFS AND FUNDED THREE DEALS.

3-3

FIRST THING I DID WAS HEAD UP TO SCOTT'S AND GET ALL MY STUFF FROM ROBERT. FOR THE MOST PART IT WAS ALL DONE RIGHT THIS TIME. HOWEVER, I COULD HAVE PAID DOWN MY LINE A LITTLE, BUT NO BIGGY, I'LL PROBALBY GET THE MONEY OUT SOON ENOUGH. I SPENT ALL DAY TRYING TO MAKE PHONE CALLS AND GETTING PAPERWORK CAUGHT UP. I MET RICK LACEY TO GIVE HIM A DRAW AND EXCHANGE INTEREST CHECKS.

3-4

I SPENT ALMOST 12 HOURS WORKING ON PAPERWORK AND PHONE CALLS. VERN'S DEAL GOT MOVED UP FROM FRIDAY TO MONDYA AND THEN NASHA CALLED FOR A DEAL FOR TOMORROW. I'VE GOT ENOUGH MONEY, BUT I'M SUPPOSED TO GET TWO MORE PAYOFFS TOMORROW. I NEED ANOTHER DAY TO GET EVERYTHING UP TO SPEED. I TALKED WITH LOTS OF PEOPLE TODAY. SOME OF THEM HAVE THEIR HOUSES IN ESCROW NOW; OTHERS HAVEN'T GOT A SINGLE CALL. I HOPE TO HAVE A LOT OF CLOSINGS THIS MONTH. I TALKED TO RICK AND HE'S IN LEFT FIELD. HE'S WORKING WITH INGRID AND WANTS TO DO MORE WITH HER.

3-5

FIRST THING THIS MORNING I GOT A CALL THAT A WIRE WAS COMING IN ON THAT HOUSE IN GOODYEAR. I HAD IT IN MY ACCOUNT BY 9:10AM. BOY WAS I WRONG ON THAT HOUSE; I THOUGHT IT WOULD TAKE MONTHS TO SELL IT. I TYPED UP THE DOC'S FOR THE

DEAL TODAY AND EMAILED THEM TO NASHA. I GOT THE CASHIERS CHECK AND DROPPED IT OFF AT ANN'S. THE REST OF THE DAY I GOT ALL CAUGHT UP ON MY PAPERWORK. I HAVE TWO DEALS FOR MONDAY AND NO OTHER PAYOFFS FOR TODAY. I SHOULD HAVE AT LEAST ONE ON MONDAY.

3-8

I GOT IN A WIRE ON PORTER FIRST THING THIS MORNING. I TALKED TO JEFF HOWARD AND CHRIS THEY BOTH HAVE DEALS FOR TOMORROW AS DOES VERN. SCOTT SAID HE'D COVER ME UNTIL I CAN PAY HIM BACK. JON MOSS EMAILED ME SAYING HE WANTED TO INVEST 50K. HOPEFULLY I'LL GET SOME MONEY IN FROM HIM AND FROM KENNEN BEFORE MONTH END.

3-9

SCOTT LOAND ME MONEY TO COVER ALL THE DEALS I HAD COMMITTED TOO TODAY. I'M GLAD, I LIKE DOING LOANS WITH JEFF HOWARD. I TYPED LIKE A MAD MAN AND LATER FOUND OUT I MADE ERRORS ON ALL THREE DOC'S. JEFF WANTED IT IN TWO LLC'S NAME, AND CHRIS CHANGED HIS LLC TO A NEW ONE IT GOT ALL STRAIGHTENED OUT IN THE END. I TALKED WITH MCDOWELL AGAIN, HE DIDN'T GET THE MONEY IN WAS EXPECTING AND HAD ME TALK TO A GUY THAT SAID HE COULD HAVE IT REFINANCED BY NEXT WEEK. I DON'T REALLY CARE; I JUST WANT MY MONEY OUT OF HIM. I'M FULLY INVESTED AND NOW JUST WAITING FOR PAY OFFS AND INVESTORS MONEY TO COME IN. I TALKED TO BEV AGAIN TODAY, SHE WANTED ME TO CUT THE INTEREST BY 5K, I TOLD HER NO AND TOLD HER ALL THE REASONS WHY, SHE THINKS IT WILL BE FUNDED IN 2 WEEKS. I HOPE SO; TO BE DONE WITH THOSE LOANS WOULD MAKE MY DAY.

3-10

I WENT UP TO SCOTT'S OFFICE FOR A BI-MONTHLY MEETING. I LISTENED TO HIM TELL ME JUST ABOUT THE OPPOSITE OF WHAT HE TOLD ME LAST WEEK. NOW HE'S CONVINCED WE HAVE A GOOD BUSINESS AND WE CAN GROW IT. FOR THE FIRST TIME HE'S TALKING ABOUT HELPING ME GROW THE BUSINESS. I DEPOSITED SOME CHECKS THAT NASHA GAVE ME FROM MIA GUYS. RICK LACEY HAD A DRAW, I GAVE HIM A HARD TIME ABOUT IT, AND HE UNDERSTANDS WHERE I'M COMING FROM NOW. I HAD A PAYOFF REQUEST AND PAPERWORK REQUEST FROM SOME TITLE COMPANIES. BOB'S CHECK IS FINALLY GOOD, BASED ON THE PHONE SYSTEM TONIGHT; I'M GOING TO TRY TO CASH IT TOMORROW. VERN IS GOING TO PAY ME OFF TOMORROW AND I MAY GET PAID BACK A LITTLE EARLIER THAN I WAS EXPECTING ONE. I COULD HAVE A LOT OF PAYOFFS BETWEEN NOW AND FRIDAY.

3-11

FIRST THING I DID WAS CHECK TO SEE IF BOB'S CHECK WAS GOOD, IT WAS SO I WENT TO HIS BANK AND CASHED IT. JEFF HOWARD HAD A HOUSE HE WANTED ME TO LOOK AT, ON PAPER IT LOOKED GOOD, IT WAS RIGHT IN TEMPE, SO I WENT UP AND LOOKED AT IT. HE SHOULD DO THE DEAL NEXT WEK. I GOT PAID OFF ON VERN'S PROPERTY, MADE A WHOPPING $180 BUCKS OF IT.SENT OFF THE REQUESTED PAPERWORK FOR DENHAM, HOPEFULLY THAT WILL CLOSE TOMORROW. I WAS CALLED AND TOLD I WAS TO RECEIVE A WIRE BUT SHE DIDN'T GET IT OFF EARLY ENOUGH, SO I'LL GET IT TOMORROW. I CAN PAY BACK SCOTT FOR THE MONEY I BORROWED. BRAD SMITH HAS A DEAL FOR ME NEXT WEEK. I COULD HAVE AS MANY HAS 8 DEALS PAY OFF TOMRROW. BUT I'M GUESSING I'LL HAVE 2. KENNEN EMAILED ME; SHE SAID I SHOULD GET A WIRE FOR 55K OR SO FOR HER FIRST INVESTMETN. I'LL PROPBABY GET IT NEXT WEEK. I HAVNE'T HEARD FROM JON MOSS YET OR BACK FROM MIKE GUMBERT.

3-12

IT WAS A SLOW DAY EXCEPT IN THE BANK ACCOUNT. I HAD 3 PAYOFFS AND ONE THAT CAME IN TOO LATE AND IT WILL COME IN ON MONDAY. I WENT FROM HAVING NO MONEYA ND OWEING SCOTT 165K, TO PAYING HIM BACK AND HAVING 600K. I'VE GOT ONE DEAL LINED UP FOR NEXT WEEK. I HAD A PAYOFF REQUEST ON ONE TOO. I TALKED TO CYNTHIA. WE'VE GOT ONE OF HERS TAKEN CARE OF FOR MAYBE NEXT WEEK TOO. KENNAN EMAILED SAYING THAT I SHOULD BE RECEIVING A WIRE SOMETIME NEXT WEEK.

3-15

I GOT A SURPRISE OVER THE WEEKEND; I RECEIVED 100K FROM LEONARD WALTERSCHEID. I'VE NEVER TALKED TO HIM AND SCOTT HAD ONLY TALKED TO HIM ONCE. I TRIED CALLING HIM SATURDY AND TODAY, BUT NEVER HEARD BACK FROM HIM. ONE OF MIA'S CLIENTS BOUGHT A PROPERTY FOR TOMORROW. BRAD'S PROPERTY ISN'T READY TO CLOSE TODAY, MAYBE TOMORROW. I WENT TO MEET WITH DAVE PRESTON ABOUT MY TAXES. DENSCO MADE 50K SO MY TAXES WERE MUCH HIGHER THAN WE HAD PROJECTED. MY QUARTERLY PAYMENTS ARE GOING TO GO UP ALSO. I GOT A CALL FOR A PAYOFF TOMORROW THAT I'M GOING TO RECEIVE ON DAVID WIRTH'S PROPERTY. I WAS WORRIED WHEN I DID HIS FIRST DEAL, BUT HE'S PROVEN VERY ADEPT AT DOING FIX AND FLIPS. I TALKED TO A POSSIBLY NEW BORROW TODAY. THEY ARE JUST GETTING INFO RIGHT NOW, BUT THEY HAVE BEEN DOING THIS IN CA AND SC.

3-16

I GOT THE CHECK FOR MIA'S DEAL AT 9 AM; SO NASHA COULD TAKE IT TO WORK. THE GUY HAD A QUESTION ON THE DEED OF TRUST AND IT WAS A GOOD ONE. I EMAILED IT TO KURT; WE'LL SEE WHAT HE SAYS. I RECEIVED TWO PAYOFFS TODAY. SCOTT DID TWO DEALS OUT OF MY ACCOUNT TODAY ALSO. HE'S GOT ANOTHER ONE FOR TOMORROW. I THINK I HAVE ONE TOO. I TALKED TO UNCLE ARDEN AND AUNT NINA ABOUT WHAT I DO, THEY ARE INTRIGUED, BUT I DOUBT THEY WILL INVEST.

3-17

I WENT UP TO SCOTT'S FOR OUR MEETING. HE'S A GOT A FEW DEALS FOR ME, AND GAVE ME ALL THE PAPERWORK ON THE DEALS HE DID WITH MY MONEY YESTERDAY. THEY ARE STILL PRETTY MUCH TAPPED OUT HE WAS TALKING ABOUT GETTING PENSION MONEY IN DENSCO NOW. THAT WOULD JUMP UP THE PORTFOLIO REALLY QUICK. I DON'T' KNOW IF THAT'S A POSSIBLITY OR NOT. SCOTT SAID THAT LEONARD WALTERSHEID IS IN TOWN. HOEPFULLY I'LL BE ABLE TO MEET WITH HIM WHILE HE'S HERE. I HAVE TWO DEALS FOR TOMRROW AND I GOT PAYED OFF ON ONE TODAY. I SHOULD GET 200K OUT TOMORROW AND SCOTT'S GOT ANOTHER ONE FOR MONDAY POSSIBLY. I PAID DOWN MY LINE ANOTHER 200K. I'LL GET IT BACK OUT IN NO TIME.

3-18

I MET RICK AT THE BANK TO DO HIS DEAL, HE TOOK THE CHECK DOWN TOWN AND ALL I DID WAS GIVE NASHA THE DOC'S TO FILE. I GOT HOME AND I HAD CONFIRMATION THAT JERRY'S DEAL WAS READY TO ROLL, SO I WIRED THAT MONEY AWAY. I STILL HAVE 100K IN THE BANK AND TWO PENDING DEALS. BOTH LOOK TO BE NEXT WEEK. JOHN SCHRIEBER EMAILED ME AND WANTED A MEMORANDUM. I WAS SURPRISED, BUT GLAD. KENNEN SAID SHE WAS GOING TO DEPOSIT MONEY IN MY ACCOUNT BUT NEVER MADE IT. I'LL HAVE THE TYPICAL FRIDAY DOLLARS. I TALKED TO A KENT AND JOELL FOR AN HOUR ABOUT LENDING AND HOW IT WORKS HERE. THEY MIGHT BECOME CLIENTS OF MIA AND MINE.

3-19

I HAD A VERY QUIET DAY. I THOUGHT THERE WOULD BE A FEW PAYOFFS AND I ONLY GOT ONE VERY LATE IN THE DAY. IT WAS A GOOD ONE TO GET PAID OFF ON TOO. 75TH AVE, THE ONE I HAD TO TAKE BACK FROM SOME PEOPLE, HAD ISSUES WITH THE TITLE JUST A MESS, GLAD TO BE PAST THAT ONE.

3-22

OVER THE WEEKEND, KENNEN DEPOSITED 25K IN MY ACCOUNT, FOR THE FIRST PART OF HER INVESTMENT; THE OTHER WILL COME TO ME FROM ONAGA. I RECEIVED A FAX SAYING THAT ONE PROPERTY I WAS TO FUND TODAY, CANCELLED. THEN TODAY, ROBERT CALLED ME SAYING THAT THE OTHER DEAL I WAS TO FUND WOULD BE TOMORROW. I DID FINALLY GET A CALL BACK FROM LEONARD WALTERSCHEID. HE WAS HERE ON VACATION AND NEVER GOT A CHANCE TO CALL ME. WE TALKED BRIEFLY, HE'S GOING TO PROBABLY ROLL OVER HIS INVESTMENT FOR A LONGER PERIOD BUT HE'S GOT A TAX NOTE DUE NEXT YR FOR A CAPITAL GAIN. WHO KNOW'S, AT LEAST WE HAVE HIM INVESTED; IF HE'S HAPPY HE'LL STAY.

3-23

ROBERT CALLED EARLY IN THE DAY TO SAY THAT THE DEAL FOR JAMES WAS READY. I WIRED THE MONEY AWAY AND CALLED HIM. NICE ENOUGH GUY WANTS TO MAKE MONTHLY PAYMENTS, UH OK. I HAD A FEW CALLS, ONE FOR DOC'S ON ANOTHER CYNTHIA PROPERTY WHICH SHOULD CLOSE BY THURSDAY. I GOT PAY OFF REQUEST FOR A VULLO PROPERTY ALREADY.

3-24

I CONFIRMED THAT 76TH IS GOING TO PAY OFF, BUT FOUND OUT THERE IS AN OLD 5K LEIN BY THE CITY. BOB IS HAVING A COW, RIGHTFULLY SO, BUT I THINK WE CAN CLEAR IT UP THROUGH THE CITY. I SHOULD GET IN A FEW WIRES TOMRROW, BUT NEVER SURE. JOHN CALLED ME LATE SAYING FLINT BOUGHT TWO PROPERTIES, 260 K TOTALS, WHICH IS GREAT. REEL HAS LOTS OF MONEY AND I WON'T' BE GETTING ANY DEALS FROM THEM. I HAD A FEW CALLS, BUT NOTHING OF MUCH IMPORTANCE. I TALKED TO SARAH, CORONADO IS DRAWING DOC'S, AND SHE'S PUSHING TO HAVE IT DONE BY END OF MONTH.

3-25

I TYPED UP THE DOC'S FOR FLINT'S TWO DEALS AND EMAIELD THEM TO NASHA. I REQUESTED A WIRE FROM IIB AND WAITED UNTIL NOON FOR THE DMAN THING TO COME IN. RICK LACEY HAD A DRAW REQUEST AND HAD INTEREST CHECKS TO BE PAID. I HAD A PAY OFF REQUEST FOR NORTHSHORE. CHRIS WILSON CALLED UP AND HAS A DEAL IN TEMPE FOR NEXT WEEK. THE ONE PAY OFF I WAS EXPECTING I DIDN'T GET, 76TH, BUT IT SHOULD COME TOMORROW. I'LL BE FULLY INVESTED AGAIN BY TUESDAY.

3-26

I WAS ALREADY TO TYPE UP THE DOC'S AND GET THE CHECK WHEN NASHA CALLED AND SAID THAT FLINT WAS GOING TO PAY ME DOWN SOME 98K ON AUGUSTA PROPERTY SO THAT HE CAN HIT THE DEAD LINE ON A 1031 EXCHANGE. WE TALKED TO THE TITLE COMPANY, IT AS BOFA, BUT IT STILL TOOK 2 HOURS TO GET ME THE WIRE. NOW HE WANTED ME TO FUND 118K ON TODAY DEAL, I ONLY HAD 97K I FINALLY GOT IT ALL TAKEN CARE OF AND JUST HAD ONE MORE PAY OFF REQUEST FOR THE DAY. ROBERT

CALLED; THEY ARE ALL SPENT AND HAVE A FEW DEALS FOR MONDAY AND TUESDAY. I COULD DO SOME, I SHOULD HAVE SOME PAY OFFS ON MONDAY AND TUESDAY AND WEDNESDAY COME THE END OF THE MONTH. I SAT WITH JUDY AND SHOWED HER EVERTYHING THAT I DO WITH DENSCO. SHE UNDERSTANDS MORE AND I THINK SHE LIKED LEARNING MORE.

3-29

I DIDN'T GET ANY PAYOFFS TODAY, WHICH REALLY BUMMED ME OUT; I THOUGHT I WAS GOING TO GET TWO. I FUNDED TIM'S DEAL, BUT THE OTHER DEAL GOT PUSHED UNTIL WEDNESDAY. VULLO CALLED ME WITH A DEAL FOR TOMROROW. I GOT A PAYOFF REQUEST ON ONE OF THEIR OLDEST LOANS. I TALKED TO TIM HURST, HE SAYS HE MAILED THE PAYMENT, AND HE'LL BE PAYING ME OFF WITH THE SALE OF ANOTHER PROPERTY OF HIS, HE'S NOT GOING TO REFINANCE THIS ONE. I CAN'T BELIEVE HOW MUCH INTEREST HE'S PAID ME FOR THIS PLACE. I TALKED TO BOB, HE IS WHINING HARD ON THE DEAL WITH LEIN ON THE 76TH PLACE. AT LEAST HE'S PUTTING RICK'S FEET TO THE FIRE, NOT MINE. I CALLED JON MOSS ABOUT HIS INVESTMENT, HE SAID HE HAD QUESTIONS AND WOULD GET BACK TO ME, NEVER DID.

3-30

I HAD A BUSY DAY. I GOT MY WIRE IN FOR VULLO'S DEAL, SENT IT TO DREW. I TYPED UP THE DOC'S FOR HIM AND EAMILED THEM TO HIM. I GOT ONE PAY OFF FOR 76TH. WHICH IS GREAT, ONE OF THE LA FONDA OLD PROEPRTIES, AND IT'S CAUSING A PAIN. THERE WAS A 5K LEIN AGAINST WHEN WE SOLD IT FROM THE CITY. IT DIDN'T SHOW UP ON THE TITLE REPORT. NOW WE HAVE TO BATTLE THAT, BUT VULLO IS DOING IT RIGHT NOW. I SHOULD HAVE AT LEAST ONE IF NOT TWO PAYOFFS TOMORROW; I'VE GOT TWO DEALS TO FUND. I SENT ALL THE PHOTO'S TO JIMMY AND THE NEWSLETTER. SCOTT'S GOT A DEAL HE WANTS ME TO DO TOMORROW ALSO. I MIGHT AS WELL GET REALLY FULLY INVESTED, BECAUSE I ALWAYS HAVE A LOT OF PAYOFFS AROUND THE END OF THE MONTH.

3-31

I STARTED EARLY IN THE MORNING DOING END OF MONTH. I HAD TWO DEALS TO FUND AND I HAD TO WAIT FOR MY WIRE TO COME IN. I WIRED THE MONEY TO BOTH TITLE COMPANIES AND GOT CONFIRMATION THEY RECEIVED THEM. I SPENT ABOUT 4 HOURS DOING END OF MONTH, CUTTING CHECKS, SENDING OUT EMAILS AND UPDATING THE BOOKS I WENT UP TO SCOTT'S TO MEET WITH HIM. THIS IS THE FIRST TIME IN THREE YEARS HE'S TALKING ABOUT HELPING ME RAISE FUNDS. FLINT PAID ME OFF ON ONE OF HIS DEALS. I DIDN'T RECEIVE ANY OTHER PAYOFFS WHICH I FOUND ODD. I HOPE SOME WILL COME TOMORROW.

4-1

A VERY QUIET DAY. I RECEIVED IN ONE PAYOFF, STILL EXPECTING TOMORROW TO BE A BIG DAY. I GOT CONFIRMATION ON A DEAL FOR MONDAY. I TALKED TO JON MOSS AGAIN. HE'S GOING TO WIRE ME $50K TOMORROW. IT'S SMALL BUT IT'S ALWAYS GOOD TO GET AN ANOTHER INVESTOR IN, NO MATTER HOW SMALL.

4-2

I CALLED ON A FEW LOANS TO SEE WHAT MONEY I WAS GOING TO GET IN, I WAS SUPPOSED TO GET TWO IN AND I ONLY GOT ONE. I WIRED THE MONEY AWAY AT THE END OF THE DAY. I HAD A PAYOFF REQUEST AND I TALKED TO THIS MARTY GUY A COUPLE OF TIMES. I GOT THE DOC'S OVER TO HIS ESCROW AGENT, BUT I TOLD HIM I NEEDED TO SEE THE HOUSE.

4-3

I DROVE 252 MILES LOOKING AT PROPERTIES. THE FURTHEST ONE AWAY WAS THIS MARTY'S HOUSE. I CALLED HIM SAYING I DIDN'T THINK IT WAS THE RIGHT LOAN TO VALUE THAT HE HAD GIVEN ME; I WANTED TO TALK IT OVER WITH SCOTT. HE WAS TRYING TO RE-ASSURE ME, BUT I JUST DIDN'T THINK IT WOULD BE A GOOD LOAN. IT'S NE OF SUN CITY WEST, IT'S ON A DIRT ROAD NEAR A HIGHWAY. IT'S JUST NOT VERY MARKETABLE.

4-5

I CALLED SCOTT FIRST THING AND TALKED TO HIM ABOUT IT. HE WASN'T AS WORRIED AS I WAS. HE JUST WANTED THE GUY TO COME IN WITH 10K MORE. I CALLED MARTY BACK, COME TO FIND OUT THE DEAL ALL FELL THROUGH ANYWAY, THE 2ND WOULDN'T RELEASE AND THE SELLER SAID HE JUST RATHER HAVE IT GO TO AUCTION. I GOT PAID OFF ON JOE URQUARDT'S DEAL, MY SECOND OLDEST LOAN. LATE THE IN THE DAY I GOT A CALL FROM JASON'S (NASHA WORK OUT GUY) FRIEND THAT WANTS TO DO DEALS. HE IS A BIG TALKER; IF HE'S RIGHT ABOUT HOW BIG HE CAN DO HE'S TOO BIG FOR ME. WE'LL MEET AND SEE HOW THINGS WORK OUT. JOHN RAY CALLED HE WANTS ME TO 100% FUND A DEAL, IT'S A CONDO WITH NO FIX UP, I HAVE 400K SITTING RIGHT NOW AND SUPPOSEDLY MORE ON THE WAY.

4-6

I GOT A PLEASANT SURPRISE I HAD A WIRE IN MY ACCOUNT AT 8:30 AM, WHEN I WAS JUST REQUESTING ONE FROM THE MY LINE. I TYPED UP THE DOC'S AND SENT THEM TO NASHA, GOT THE CHECK EARLY AND TOOK IT TO ANN. I TALKED TO RANDY BOS AGAIN, WE AGREED TO MEET AT SCOTT'S AT 3. THEN HE CANCELLED AND THEN HE CALLED ME BACK AND AGAIN AND RESCHEDULED AT 3 AGAIN. WE MET; HE IS QUITE A TALKER AND FULL OF CONFIDENCE. HIS BIG CONSTRUCTION DEAL, SCOTT SAID NO TOO. I WAS JUST AS GLAD IT WAS A SCREWY DEAL. THEN WE LOOKED AT HIS TOWNHOMES HE WANTS TO FLIP. HE BUYS THEM FOR 80, PUTS 15 IN IT AND THINKS HE CAN SELL IT FOR 130K WHEN THE HIGHEST COMP IS 90K. HE IS NUTS. I GAVE HIM MY TERMS; I DON'T THINK HE LIKES THEM NOW SO MUCH. HE THOUGHT I WOULD PAY FOR HIS REHAB COSTS, UH NO I DON'T THINK SO. WE'LL SEE IF HE COMES BACK TO ME WITH THE DEAL OR NOT. I GOT ANOTHER CALL FROM MARTY'S FRIEND WANTING TO DO A DEAL IN MESA. IT'S MORE RIGHT UP THE ALLY ON THE NUMBERS.

4-7

IT WAS A QUIET MORNING AND THEN SCOTT CALLED WANTING ME TO FUND AN NBI DEAL FOR 282K. THIS WAS NEARLY ALL OF MY CASH. NOTHING CAME OF IT UNTIL LATER IN THE AFTERNOON; I GOT THE WIRE IN TO COVER IT AND DELIVERED THE CHECK. I HAD A PAY OFF REQUEST ON ONE AND CHECKED ON THE OTHER THREE THAT WERE SUPPOSED TO PAYOFF, NOW TOMORROW I GUESS. FLINT CALLED, HE'S GOING TO PAY ME OFF ON HATCHER TOMORROW, HE ONLY OWES ME $21K OR SO

4-8

IT WAS PAY OFF DAY TODAY. I HAD THREE PAYOFFS TODAY I RECEIVED THE WIRE FRIST THING ON VULLO'S PROPERTY. DREW SHORTED ME 3 DAYS, SHE'S SENDING ME THE CHECK IN THE MAIL. THEN I GOT THE WIRE ON TODD'S HOUSE. FLINT GAVE NASHA THE CHECK FOR HATCHER. I CALLED ON CATHERINE'S PROPERTY, IT RECORDED I SHOULD GET THE WIRE TOMRROW MORNING I WIRED OFF 200K TO MY LINE. I TALKED TO ONE GUY FOR A DEAL NEXT WEEK. BOB MCDOWELL CALLED WANTING ME TO FUND A DEAL

FOR A FRIEND OF HIS, AS LONG AS IT MEASURES UP TO MY TERMS I'LL DO IT. I'VE GOT ANOTHER DEAL IF NOT TWO PAYING OFF TOMORROW. I GET TWO CHECK'S BACK ON THE BK'S TOO. I'VE GONE FROM MAXING OUT MY LINE, AND NO MONEY TO SWIMMING IN MAYBE AS MUCH AS 800K NEXT ON MONDAY. I'VE NOT HEARD BACK FROM SARAH YET IF CORONADO IS GOING THROUGH OR NOT. SHE SAID SHE WOULD CALL ME, BUT SHE RARELY DOES WHEN SHE SAYS SHE WILL.

4-9

I RECEIVED IN THE WIRE ON CATHERINE'S PROEPRTY FIRST THING IN THE MORNING. I CHECKED MY ACCOUNT TO FIND OUT THAT THEY RE-DATED MY DEPOSIT FOR 23K AND I WAS OVER DRAWN. THEN A HOUR LATER IT WAS DATED AGAIN AND I WAS OK. I CHECKED WITH THE BRANCN AND MY PB, NEITHER HAD AN EXPLANATION. I TOOK NASHA IN TO WORK AND WAITED FOR MY CHECKS. THE ONE FROM CTC WAS SITTING ON HER DESK, THE OTHER JOHN BROUGHT TO ME. HE ALSO WROTE ME CHECKS FOR THE INTEREST. I DEPOSITED IT ALL AND WIRED IT OFF TO MY LINE. I'VE STILL NOT HEARD BACK FROM SARAH ON THE HANSEN'S LOAN.

4-12

SINCE NOTHING HAPPENED ON FRIDAY, IT WAS A QUIET MONDAY. JUST AS I HAD PLANNED, THE DEAL FOR ROB GOETZ WILL CLOSE TOMORROW. I HAD A CALL FROM JOELLE SHE'S GOT HER DEAL PENDING, WANTS TO CLOSE ON WEDNESDAY. NASHA CALLED ME WITH A DEAL FOR TOMORROW. I SHOULD GET AROUND 500K OUT THIS WEEK.

4-13

I GOT IN MY WIRE AND DID ONE DEAL FOR MIA'S CLIENT KEVIN. I TALKED TO SARA; THE DOC'S ARE DRAWN AND SENT OUT TO THE HANSEN'S. IT SHOULD CLOSE NEXT WEEK THAT WOULD BE A REALLY WONDERFUL THING! I HAD A DEAL THAT I THOUGHT I WOULD FUND MOVE OUT A BIT. I CALLED ON CLOSES, I SHOULD HAVE TWO ON FRIDAY, AND I'LL NEED THEM TOO. SCOTT IS TALKING ABOUT DEALS FOR NBI

4-14

I WENT UP TO SCOTT'S AND HE SAID THAT NBI HAD 600K OF DEALS; I DID ONE FOR 218K. WE HAD OUR MEETING AND I GOT A CALL FROM CYNTHIA, SHE'S GOT A DEAL FOR FRIDAY TOO. I'M GOING TO BE COMPLETELY OUT OF MONEY IF THOSE TWO PAYOFFS DON'T COME IN ON FRIDAY. I GOT A PAY OFF FOR ONE OF JEFF HOWARD'S PROPERTIES. THEN I GOT A LATE REQUEST FOR ONE TOMORROW FOR JOHN. I'VE GOT CASH IN MY PERSONAL ACCOUNT IF NEED BE.

4-15

I WAS A LITTLE WORRIED FOR TODAY BECAUSE MY COMMITMENTS WERE BUMPING UP AGIANST MY CASH. BUT I GOT A PAY OFF THIS MORNING I WASN'T EXPECTING, IT WAS ONLY 30K. THEN I CALLED ON ONE DEAL FOR TOMORROW, IT'S NOT GOING TO HAPPEN UNTIL NEXT WEEK. RICK VULLO CALLED AND HAD A DEAL FOR TOMORROW, I THINK I'LL BE OK TO DO THAT ONE BECAUSE I GOT A PAY OFF A DAY EARLY TODAY ALSO. I GOT CONFIRMATION OF A DEAL FOR TOMORROW, SO I'LL HAVE TWO TO FUND AND I SHOULD GET AT LEAST ONE PAYOFF.

4-16

THE DAY REALLY COULDN'T HAVE GONE MUCH SMOOTHER. I WIRED OFF THE MONEY FOR THE DEAL THAT WAS PLANNED FOR THIS MORNING. THEN I CHECKED AND FOUND OUT THAT MIA'S DEAL WAS PAYING OFF THIS MORNING I WAITED FOR THE WIRE AND THEN WIRE THE MONEY OUT FOR VULLO'S DEAL. THE REST OF THE DAY WAS QUIET. I SPENT A LOT OF TIME THINKING ABOUT GROWING THE PORTFOLIO AND GETTING MORE INVESTORS. MAYBE NASHA CAN HELP TOO BY TALKING TO A LADY THAT IS AT THE SUNS GAMES ALL THE TIME. I'M GOING TO WORK ON GETTING SOME LETTERS OUT TO A FEW PEOPLE NEXT WEEK.

4-19

I WAS A LITTLE WORRIED TODAY THAT I WOULDN'T HAVE ENOUGH MONEY TO COVER ALLTHE DEALS TODAY. TO MY ABSOLUTE SURPRISE, I WAS PAID OFF ON CORONADO. I WAS CALLING ALL THE DEALS THAT I HTOUGHT WOULD CLOSE THIS WEEK AND THE LADY CALLED ME BACK SAYING EXPECT A WIRE THIS MORNING. I GOT IT, WITH ALL THE INTEREST THAT WAS DUE. I CALLED BEV, LISTENED TO HER BITCH ABOUT EVERYTHING FOR 30 MINS, HOPEFULLY THAT WILL BE THE LAST I HEAR FROM THAT GROUP. I CALLED ALL THE DEALS THAT WERE TO BE FUNDED; THEY ALL GOT PUSHED OUT A DAY OR TWO. I EASILY COULD DO THE DEAL NASHA BROUGHT HOME FOR ME, FOR WARREN KINGSBURY. I'LL HAVE TO MANAGE CASH FLOW THIS WEEK, SINCE I'M RUNNING REALLY TIGHT. NASHA SAYS THEY HAVE A LOT OF PROPERTIES GOING TO AUCTION TOMORROW.

4-20

I CALLED ON THE DEAL FOR CYNTHIA THIS MORNING, ITS' BEING POSTPONED AGAIN FOR A DAY OR TWO. VULLO CALLED ME AND BOUGHT A DEAL AT THE AUCTION THIS MORNING. I TYPED UP THE DOC'S GOT THEM TO HIM TODAY, AND WIRED IN THE MONEY SINCE I WAS GOING TO BE OUT OF TOWN TOMROROW. I GOT HIM THE CHECK THIS AFTERNOON. I'VE GOT A PAYOFF COMING TOMORROW FROM FLINT AND ANOTHER ONE FOR THRUSDAY AND MAYBE ANOTHER ON FRIDAY JOHN RAY WENT TO DINNER WITH THESE DOCTOR GUYS THAT ARE BUYING A TON OF PROPERTIES TO SEE IF THEY ALSO WANT TO INVEST WITH ME.

4-21

I WIRED THE MONEY OFF FOR THE RANDY BOS DEAL FRIST THING IN THE MORNING. I WENT UP TO SCOTT'S AND TALKED WITH HIM FOR A BIT AND THEN HEADED TO THE AIRPORT. I RECEIVED THREE PAYOFF REQUESTS AND FLINT PAID ME OFF ON HIS PROPERTY. I ALSO TALKED WITH KENNEN SHE FINALLY GOT A HOLD OF THE LADY IN KS, AND FOUND OUT THE DOLLAR AMOUNT, I TYPED UP SOME DOC'S AND FAXED THEM TO HER BUT NOW THE LADY IS GOING TO BE GONE TOMORROW, BUT WE ARE GETTING CLOSE.

4-22

WHAT A VERY CRAZY AND UNPRODUCTIVE DAY. I CHECKED WITH CYNTHIA, THE DEAL WAS A GO; I TYPED UP THE DOC'S AND SENT OFF THE WIRE. THE DAMN WIRE WASN'T RELEASED, AFTER 3 HOURS OF PHONE CALLS; THEY ARE TELLING ME THEY ARE HOLDING A CHECK FROM YESTERDAY. FINALLY I GET IT RELEASED AND GET THE WIRE OFF. I GOT PAID OFF ON A FLINT DEAL, SMALL ONE, 40K I OWE HIM A LITTLE INTEREST. VERN'S GOT A DEAL LINED UP FOR MONDAY. I'VE GOT 530K OF DEALS LINED UP FOR NEXT WEEK. I'VE GOT END OF MONTH. I'VE GOT 780K OF DEALS SUPPOSED TO CLOSE, AND 200K AVAILABLE. I HOPE DEALS START CLOSING TOMORROW! I ALSO GOT A LITTLE FURTHER WITH KENNEN'S IRA. IT'S BEING APPROVED AND THEN THEY'LL SEND ME THE MONEY. I SHOULD KNOW TOMORROW.

4-23

I HAD A PRETTY QUIET DAY. NO CLOSES HAPPENED AS I HAD HOPED AND THE CLOSES I CALLED ON SOUND LIKE THEY ARE ALL GETTING PUSHED OUT. VERN CALLED AND HAS ANOTHER HOUSE HE WANTS ME TO FUND ON TUESDAY. THAT WILL TAKE EVERY DOLLAR I HAVE. I WAS SUCCESSFUL IN GETTING KENNEN'S DEAL RELEASED TO ME. THEY SAID THEY ARE GOING TO WIRE ME THE MONEY ON MONDAY. I'M GOING TO DINNER WITH THE HICKMAN'S AND THEY ARE SAYING THEY ARE GOING TO INVEST, IF THEY DO THAT WILL HELP MY CASH FLOW NEXT WEEK. DALE SAID THEY WOULD INVEST 50K; HE'D BRING THE PAPERWORK BY THIS WEEKEND.

4-26

I WIRED THE MONEY OFF FOR VERN'S DEAL AND IT WAS A PRETTY QUIET MORNING. I WENT TO THE BANK TO SEE LYNN; SHE MIGHT GIVE ME A BIGGER LINE. WE HAD A GOOD CHAT; I STILL DON'T THINK SHE UNDERSTANDS MY BUSINESS. I HAD A PAYOFF REQUEST ON TOM'S PROPERTY AND THEN I CALLED FIRST TRUST. ONCE AGAIN THEY DIDN'T WIRE THE MONEY BECAUSE NOW THEY SAY THEY NEED ANOTHER LETTER. I HAD NASHA SIGN FOR KENNEN AND FAXED IT TO THEM. THEY THEN SAID IT WAS OK AND THEY'LL WIRE TOMORROW. I'M READY FOR A DEAL FOR VERN TOMORROW TOO. I STOPPED BY DALE HICKMAN'S AND GOT HIS CHECK FOR 50K. SMALL INVESTMENTS BUT LOTS OF INVESTORS, THEY LEAD TO INVESTING MORE THEMSELVES, AND THEY ALWAYS HAVE FRIENDS!

4-27

FIRST THING THIS MORNING I WIRED THE MONEY AWAY FOR VERN'S DEAL. WHEN I ARRIVED IN PHOENIX, I DIDN'T HAVE A SINGLE MESSAGE! WHEN I GOT HOME, I SAW THAT THE WIRE FINALLY CAME IN FROM FIRST TRUST OF ONAGA, AND MY MOTHER HAD DEPOSITED THE CHECK FROM DALE HICKMAN I RECEIVED TONS OF PAPERWORK IN THE MAIL AND A CHECK FROM TIM HURST. RICK LACEY HAD DRAW REQUEST, BUT NOT UNTIL TOMORROW. I SHOULD GET A CHECK FROM JOHN SCHRIEBER TOMORROW. FLINT YALE CALLED SAYING HE'S GOING TO PAY ME OFF TOMORROW ON A BIG DEAL. I'VE GOT SEVERAL PAY OFFS THAT NEED TO HAPPEN THIS WEEK. I GOT CONFIRMATION ON ONE DEAL THAT I'LL FUND ON FRIDAY. I DID PAPERWORK FOR SEVERAL HOURS. IT WILL BE A BUSY WEEK THE REST OF THE WEEK.

4-28

I CONTINUED TO DO PAPERWORK AND GET THINGS CAUGHT UP. I WAS ABLE TO CALL ON ALL MY CLOSING, SOME GOT POSTPONED, SOME WILL HAPPEN THIS WEEK. I CALLED ON MY PROPERTIES TO FUND, 1 CXLED, 1 POSTPONED, SO I SHOULD HAVE ENOUGH MONEY TO COVER THE TWO THAT ARE GOING TO HAPPEN THIS WEEK. I SENT ALL THE DOC'S TO LYNN AT THE BANK. MAYBE I CAN GET AN EXTRA 500K ON MY LINE. FLINT PAID ME OFF ON HIS LAST PROPERTY. HE GAVE ME A CASHIER'S CHECK HOPEFULLY IT WILL CLEAR TONIGHT MICHAEL BANKSTON CALLED AND SET UP A LUNCH APPT NEXT WEEK WITH SOME PEOPLE THAT WANT TO INVEST. I HOPE THAT WILL TURN IN TO SOMETHING.

4-29

FIRST THING IDID WAS CHECK TO SEE IF THE CHECK HAD CLEARED, IT DIDN'T. I HAD A REALLY QUIET DAY. I RECEIVED TWO REQUESTS FOR PAYOFFS AND ONE STRANGE CALL ON A GOOFY DEAL IN PRESCOTT. KEVIN CALLED ME TO CONFIRM THE DEAL TOMORROW. THAT WAS OUT IT.

4-30

I FOLLOWED UP ON THE CHECK AND IT HAD CLEARED THE BANK, I CALLED THE BRANCH AND THE PRIEMER BANKING DEPT. AFTER ANOTHER HOUR I CALLED AGAIN AND THEY RELEASED IT. I WIRED OFF THE MONEY ON BOTH THE DEALS I HAD SCHEDULED. SURPRISINGLY I DDIN'T HAVE ANY DEALS PAYOFF BUT I BET I'LL HAVE MONEY WIRED TO ME EARLY MONDAY MORNING. NO CHECK FROM JOHN EITHER. I DID END OF MONTH. IT TOOK ME QUITE A WHILE AND I MADE A FEW MISTAKES ON THE STATEMENTS. I HAD TO RESEND SOME OF THEM. I HAVE A DEAL FOR MONDAY MORNING FROM NASHA'S OFFICE. THAT WILL TAP MY LINE UNLESS I GET SOME PAYOFFS.

5-1

I RECEIVED THE CHECK FROM SCHREIBER TODAY. IT WAS ONLY 50K, BUT IT'S A NEW INVESTOR WITH BIG POTENTIAL TO ADD MORE AND REFERRALS. I DROVE 200 MILES OR SO AND LOOKED AT ALL THE PROPERTIES. A FEW OF THEM WERE REALLY GOOD ONES, OTHERS WERE DUMPS.

5-3

I WAS PRETTY CERTAIN WITH 5 PROPERTIES SUPPOSED TO CLOSE ON FRIDAY THAT ONE OF THEM DID AND I WOULD RECEIVE SOME WIRES IN. I CALLED THEM ALL AND I WAS CORRECT ON TWO OF THEM. I RECEIVED ONE WIRE AND THEN I WAS SUPPOSED TO GET CHECK FROM A COURIER. HE TOOK IT TO SOMEONE ELSE'S HOUSE AND LEFT IT ON THE DOOR. I DROVE OVER AND RETREIVED IT. LUCKILY THE GUY WORKS OUT OF HIS HOUSE TOO AND WAS JUST 5 MINS AWAY WHEN I CALLED HIM. I ALSO GOT PAID OFF ON ONE OF NBI'S DEALS. I HAD 13K IN MY ACCT, NOW I HAVE 400K. I TALKED TO BANKSTON TODAY, HIS GUY SOUNDS LIKE A POSSIBLE GOOD POTENIAL INVESTOR. SCOTT HAS SOMEONE THAT HE'S MEETING WITH IN THE MORNING THAT MIGHT BE AN INVESTOR. I'M GOING TO TRY TO MEET WITH HIM. I FUNDED ONE DEAL TODAY FOR MIA, AND I HAVE A SMALL ONE FOR THE SAME GUY TOMORROW. I STILL HAVE A LOT OF DEALS THAT WILL CLOSE THIS MONTH. IF I CAN GET MORE INVESTORS IN THEN I'LL BE IN GOOD SHAPE TO MAKE SOME GOOD MONEY THIS YEAR.

5-4

THE CHECK DIDN'T CLEAR, HOPEFULLY TOMORROW. I DIDN'T GET IN ANY PAYOFFS THOUGH I HAD REQEUST FOR TWO MORE AND I SHOULD GET SOME MONEY ON ONE TOMORROW AND ANOTHER THURSDAY. I'VE GOT DEALS LINED UP FOR TOMORROW THROUGH FRIDAY; I'LL NEED EVERY DIME COMING BACK TO ME. I'M MEETING WITH SCOTT TOMORROW, HE'S GOT AN EX-BASEBALL PLAYER MEETING WITH US THAT MIGHT WANT TO INVEST WITH US.

5-5

I COULDN'T SLEEP LAST NIGHT, SO I GOT UP AND TYPED UP ALL THE PAPERWORK, GOT THE CHECK READY AND DID A FEW OTHE RTHINGS. I HEADED UP TO SCOTT'S AND MET MITCH. HE'S BOUNCED AROUND THE BIG LEAGUES AND TRIPPLE AAA FOR 12 YRS. ACCUMULATED A WHOPPING 500K OR SO OF CASH. TOO SMALL TO INVEST AND NO EDUCATION, JUST LOTS OF ENTHUSIAM. SCOTT TOOK SOME GOOD TIME WITH HIM TO EXPLAIN WHAT HE THINKS HE SHOULD DO AND HOW TO GO ABOUT IT. HE WENT OFF LINE A FEW TIMES TO IMPRESS HIM WITH SOME STUFF, OTHERWISE IT WAS STRAIGHT FORWARD. I GOT ONE DEAL TO CLOSE; VERN'S MADE A WHOPPING $375 OFF HIS 10 DAY LOAN. I'VE GOT ANOTHER ONE CLOSING TOMORROW AND HAD PAYOFF REQUESTS FOR TWO MORE. THE DEAL FOR TOMORROW FELL THROUGH, BUT ANOTHER ONE CAME UP.

THE DEAL FOR SCOTT LYDY'S FRIEND WENT SMOOTHLY SO I THINK WE'LL BE OK ON THAT DEAL UNTIL THEY REFINANCE IT.

5-6

I TYPED UP THE DOC'S AND HEADED TO THE BANK. I GOT HE CHECK WENT TO ANN'S AND THEN NASHA CALLS ME TO SAY THAT THE CHECK IS MADE OUT TO THE WRONG ENTITY. MELISSA, GIGGLING AND NOT PAYING ATTENTION SCREWED UP, I HAD TO RETRIEVE THE CHECK, FIX IT AND GET IT BACK TO ANN'S. I WAS LATE TO MEETING WITH MICHAEL AND DAVID ALCORN. DAVID'S BEEN IN THE VALLEY FOR 30 YRS, HE KNOWS SCOTT, WAS QUITE IMPRESSED WITH WHAT I DO AND AFTER 2 HOURS AT LUNCH, HE SAID HE'D TALK TO HIS PARTNERS AND INVEST. I'LL BE DISAPOINTED IF HE DOESN'T. I'VE GOT NO DEALS FOR TOMORROW AND 200K IN THE BANK.

5-7

IT WAS A QUIET DAY. I RECEIVED ONE PAY OFF FOR KEVIN PECK. I TALKED TO JEFF HOWARD, HE'S GOT ANOTHER DEAL, PRE-FORECLOSURE, BUT IT'S NOT UNTIL NEXT WEEK. WHICH PROBABLY MEANS IT WILL BE TWO OR MORE WEEKS OFF. HIS DEALS FOR THIS WEEK GOT PUSHED TO NEXT WEEK. HE'S HOPING THAT HE CAN GET ONE OF THEM TUESDAY. I TALKED TO THE GUY THAT IS GOING TO BUY A HOUSE THAT I THOUGHT I WAS FUNDING TODAY. I WIRED BACK 300K TO MY LINE. NASHA CALLED LATE IN THE DAY; JOHN BOUGHT A PROPERTY LATE IN THE DAY.

5-10

I TYPED UP THE DOC'S FOR JOHN'S DEAL AND GOT IN MY WIRE PRETTY QUICK. I DIDN'T GO DOWN TO THE THEIR OFFICE UNTIL AFTER 12 I RECORDED MY DOC'S AND CAME HOME. I CHECKED ON ALL THE SCHEDULE CLOSES, AND NONE ARE GOING TODAY OR ANYTIME SOON. I'M RUNNING OUT OF MONEY AGAIN. I'M HOPING THAT I GET PAID OFF ON NBI'S DEAL. I TALKED TO MICHAEL HE WAS SAYING THINGS WENT WELL AND HE'S TALKING ALL KINDS OF NONSENSE LIKE HE WANTS TO INVEST, THEN HE WANTS TO START HIS OWN COMPANY, HE DOESN'T KNOW WHAT HE WANTS I'VE GOT A DEAL FOR TOMORROW TOO. I TALKED TO A GUY THAT WAS SENT TO ME BY KEVIN POTEMPA; HE'S YOUNG AND DOESN'T UNDERSTAND WHAT HE'S DOING.

5-11

PRETTY QUIET DAY, TYPED UP DOC'S, GOT MY WIRE IN AND TOOK THE CHECK DOWN TO MIA'S OFFICE. I ACTUALLY MET WITH THE GUYS THAT ARE BORROWING THE MONEY. TWO BUSINESS GUYS THAT ARE GOING TO GIVE THIS A GO. I DROVE BY 18TH DR; HE'S GOT THE PLACE FRAMED. A TITLE OFFICER CALLED SAYING THAT ONE OF JAY HOFLAND'S PROPERTIES FELL OUT OF ESCROW. VERONICA THINKS THAT MAGGIE LI'S PROPERTY IS GOING TO CLOSE SOON. RANDALL HAS A SMALL DEAL FOR ME TO FUND TOMRROW. I NEVER HEARD FROM JEFF'S PEOPLE ON THIS ONE ON ACAPULCO LANE.

5-12

I WENT UP TO SCOTT'S HOUSE TO MEET WITH HIM. AGAIN HE MOSTLY TALKED ABOUT RAISING MONEY, A MUCH DIFFERENT TUNE THEN BEFORE. HE'S GOT LOTS OF STAKES IN THE FIRE. MITCH CAME BY WHEN I WAS LEAVING, HOPEFULLY SCOTT CAN WORK WITH THIM AND HE CAN INTRODUCE US TO SOME FRIENDS. RANDALL ADDISSON NEEDED ME TO FUND A SMALL 30K DEAL WHICH I DID BY BORROWING MONEY FROM SCOTT. THEN I RECEIVED A CALL FROM A TITLE LADY DEMANDING THAT I SEND HER DOC'S ON THIS ACAPULCO PROPERTY, I HAD TO TYPE THEM UP AND SEND THEM IN 20 MINS. THEN SHE CALLS ME 2 HOURS LATER SAYING SHE DIDN'T GET THEM, I SENT THEM TWO MORE

TIMES, THEN SHE NEVER CALLED BACK CONFIRMING SHE RECEIVED THEM. THIS IS A CRAZY DEAL. I NEVER HEARD FROM JEFF HOWARD ON HIS ½ DOZEN DEALS I WENT DOWN TO MIA'S OFFICE TO HAVE LUNCH AND MEET WITH RICK COCITA AND WENDY. THEY ARE NICE PEOPLE, VERY GOOD TO WORK WITH THEM. I'VE GOT A PAYOFF COMING TOMRROW PERHAPS THE NEXT DAY. I'M EXPECTING A LOT OF PAY OFFS THIS WEEK, BUT THEY ALL SEEM TO BE GETTING PUSHED OUT.

5-13

I WAITED ALL DAY LONG TO HEAR FROM THIS BITCH PAM AT THE TITLE COMPANY AT NOON I STARTED CALLING PEOPLE TELLING THEM SHE'S NEVER CALLED ME BACK. FINALLY AT 1 SOMETHING SHE DID. I BROUGHT IN THE MONEY AND WIRED IT TO HER. I HOPE THAT THIS ISN'T AN OMEN FOR THIS LOAN. I WENT TO A RESTAURANT TO MEET BOBBY ROW AND HIS FRIEND WHICH MIGHT WANT TO INVEST WITH ME I WAITED AN HOUR AND NO ONE SHOWED UP. I CALLED AND LEFT A MESSAGE, I HEARD NOTHING. I DIDN'T GET A CLOSE THAT I WAS HOPING FOR. I'M TAPPED OUT WITH NO DEALS FOR TOMRROW BUT I SHOULD HAVE ONE IF NOT TWO CLOSES.

5-14

I GOT MY CLOSES, AT LEAST SOME OF THEM AND ONE I WASN'T WANTING. VERN'S DEAL PAID OFF, THEN SO DID ONE OF JEFF'S. NBI CALLED ME LATE IN THE DAY AND HAD A PAY OFF FOR ME FOR 280K. I PAID BACK SCOTT, PAID DOWN MY LINE. NASHA CALLED AND SO DID VULLO, I'VE GOT THREE DEALS FOR MONDAY. I SENT SOME EMAILS OUT LOOKING FOR MORE MONEY. PAUL'S LEAD SAID THEY ARE LOOKING AT IT AND WILL BE IN TOUCH. I'M NEARLY AT 5 MIL, SO I EMAILED GUMBERT. I'VE GOT A COUPLE OF DEALS FOR EARLY NEXT WEEK.

5-15

I DROVE AROUND LOOKING AT 11 HOUSES. SEVERAL OF THEM WERE IN REALLY GOOD NEIGHBORHOODS AND NICE LOOKING HOUSES. ONLY ONE OF TWO DUMPS THAT I WAS SORRY TO SEE.

5-17

I HAD A QUIET DAY IN THE MORNING AND THEN IT WENT CRAZY. I WAS ABLE TO FUND VULLO'S DEAL RIGHT EARLY ON. THEN I GOT A SURPRISE CLOSING ON MAGGIE LI'S PROPERTY. I'M DOWN TO JUST ONE PROBLEM LOAN, NOT EVEN SURE IF IT'S GOING TO BE A PROBLEM. I TALKED TO JEFF HOWARD; HIS DEALS GOT PUSHED TO TOMORROW. BUT I NEVER SPOKE TO HIM LATER IN THE DAY SO I'M NOT SO SURE NOW. I GOT A PAY OFF ON LARRY COFFMAN'S BK PROPERTY. FLINT YALE HAD TO BORROW MONEY AT 3 PM BECAUSE HE THOUGHT THE TRUSTEE WOULD TAKE A TITLE CHECK I PUT 115K TO WORK OVER NIGHT AND I'LL MAKE $100. I WIRE SOME MONEY BACK TO MY LINE. I'M SUPPOSED TO GET A WIRE FIRST THING IN THE MORNING. I HAD A GUY CALL ME ABOUT BORROWING MONEY FOR A PROPERTY, THEN HE NEVER CALLED ME BACK. JUST A WEIRD, CRAZY DAY, BUT I LOVE GETTING MONEY BACK IN.

5-18

FIRST THING THIS MORNING I RECEIVED MY WIRE IN ON KEVIN POTEMPA HOUSE IN GOODYEAR. I TALKED TO JEFF; HIS DEAL WAS READY TO GO. I SENT THE DOC'S AND DINERO FOR THAT ONE. I TALKED TO RODNEY AND SET A TIME TO MEET HIM AND CATHERINE AT THE BANK. THIS HOUSE IS 3 BLOCKS FROM KEVIN'S HOUSE I CAME HOME AND I RECEIVED THE WIRE FROM FLINT ON THAT DEAL FROM YESTERDAY. JEFF CALLED ME BACK LATER IN THE DAY, SAYS HIS OTHER DEAL IS READY TO FLY FOR TOMRROW.

IT'S A SMALL ONE, 50K. I'M SITTING ON 200K IN MY ACCOUNT AND 400 ON MY LINE. I'VE GOT 5 LOANS THAT SHOULD CLOSE BEFORE THE WEEK IS OUT. VERN NEEDS MONEY ON FRIDAY TOO. TOM SMITH IS CHANGING TIMES ON ME, WANTED TO MOVE IT UP TO THURSDAY, BUT I ALREADY HAVE A LUNCH WITH BOBBY. IF I EVER GET TOM TO INVEST IT'S GOING TO BE MOVING A MOUNTAIN, BUT I THINK IT WILL BE BIG BUCKS.

5-19

I RECEIVED THE ESCROW NUMBER AND TYPED UP DOC'S, WIRED OFF THE MONEY FOR JEFF'S DEAL. I HAD TO DO TWO PAYOFFS AND THEN HEADED UP TO SCOTT'S. WE TALKED FOR A WHILE ABOUT ALL SORTS OF THINGS. LOOKS LIKE MITCH IS A BIT OF A BUST AS FAR AS REFERRING ANY BUDDY'S TOO US. SCOTT PUT IN A CALL TO A GUY THAT RAISED MONEY WITH PENSION FUNDS. I CAME HOME AND TRIED TO DO THE SAME WITH ARIZONA, BUT IT'S SO MUCH RED TAPE. CARMEN CAME BY THE HOUSE. SHE'S A NICE LADY AND SEEMS TO BE ON TOP OF THINGS. SHE IS REALLY PUSHING TO GET MY PERSON CHECKING ACCOUNT; I'LL HAVE HER DO A CREDIT LINE ON THE HOUSE. NO DEALS FOR TOMRROW, BUT FRIDAY IS GIONG TO BE A BUSY DAY.

5-20

I HAD A QUIET MORNING, NOTHING WAS REALLY HAPPENING. VERN CONFIRMED A DEAL FOR TOMORROW, AND THEN LATER VULLO HAS ONE FOR TOMORROW I MET BOBBY ROW FOR LUNCH HIS FRIEND DIDN'T SHOW UP. IT WAS A GOOD MEETING. I'LL HAVE TO SET UP ANOTHER APPOINTMENT WITH HIS FRIEND. I DROVE UP TO SCOTTSDALE AND SHOT THE SHIT WITH TOM AND STEVE FOR AN HOUR THEN THEY SAID, LET'S FILL OUT THE PAPERWORK. THEY WERE LITERALLY FIGHTING OVER WHO WAS GOING TO FINISH FIRST. I GOT 50K FROM STEVE TUTTLE AND TOM IS WIRING ME 100K. I MET THEIR CFO, HE'S DONE THIS BUSINESS BEFORE, AND SO I THINK HE'LL DO IT I KNOW THAT TOM'S BROTHER WILL TO. THESE GUYS ARE ALL GOOD FOR 500K INVESTMENTS OVER TIME.

5-21

I TOOK STEVE'S CHECK TO THE BANK FIRST THING TO SEE IF THEY WOULD GIVE ME CREDIT FOR IT. THEY DID, BUT I DECIDED NOT TO PRESS MYLUCK AND TRY TO WIRE AGAINST IT. I TYPED DOC'S FOR TWO DEALS, ONE FOR VERN AND ONE FOR VULLO. I HAD TO WIRE IN JUST 60K TO COVER THEM BOTH. I DIDN'T HAVE PAYOFFS TODAY. THE AFTERNOON WAS QUIET UNTIL NASHA CALLED SAYING THAT LARRY COFFMAN HAD ANOTHER PROEPRTY FOR MONDAY AND WAS IN THE OFFICE. I TYPED UP THE DOC'S AND SENT THEM TO HER. I'LL FUND IT MONDAY. I AM HOPING I START HAVE SOME PAYOFFS NEXT WEEK OF THE OLDER LOANS. I GOT A CALL FROM A GUY THAT WANTS TO BORROW MONEY, HE WAS QUITE A TALKER. HE HAS ONE FOR MONDAY. I HAD NASHA DRIVE BY THE PROPERTY BEFORE COMING HOME. HE DIDN'T GIVE ME PROPER ADDRESS INFO ON HIMSELF; I'M A LITTLE WEIRY OF HIM. I CALLED SCOTT; HE HAD DONE A LOAN FOR HIM YEARS AGO. WE'LL SEE WHAT HE SAYS TO MY EMAIL THAT I SENT HIM.

5-24

I RECEIVED A PAYOFF ON MY LARGEST LOAN, AND COLLECTED 13K OF INTEREST. I SOON RECEIVED A 100K FROM TOM SMITH; I WAS A LITTLE WORRIED THAT HE WOULDN'T SEND IT. I WIRED THE MONEY TO JOHN TO FUND A DEAL FOR LARRY. I DROPPED BY DAD'S OLD OFFICE AND TOOK KIM HADDOCK AND MARK NASON A MEMORANDUMS. KIM AND HER HUSBAND I GUESS ARE QUALIFIED. WE KNOW MARK NASON IS QUALIFIED, HE JUST SOLD HIS PRACTICE. HE'S ALL TIED UP IN KNOTS ABOUT THE DEAL AND GOING THROUGH IT. I WON'T HEAR FROM HIM MOST LIKELY. I TRIED TO TAKE SOME DOC'S TO BRIAN BUT I MISSED HIM. I TALKED TO A GUY OVER THE WEEKEND AND THEN AGAIN THIS MORNING. I TALKED TO JOHN ALSO. WE TALKED HIM OUT OF IT, THE DEAL WAS QUEER AND HE

WAS GOING TO PAY TOO MUCH. I TALKED TO THE ESCROW AGENT FOR RANDY BOS'S DEAL; SHE HAS IT UNDER ANOTHER NAME. I TALKED TO THIS OVER CONFIDENT GUY, HE NEVER RESPONDED TO MY EMAILS, I CALLED AND HE SAID HE WOULD ANSWER MY ISSUES, HE NEVER HAS. I ALSO TALKED TO ESCROW AGENT AND SHE SAYS THAT SHE'S BEEN TRYING TO CLOSE THIS FOR MONTH. I THINK SOMETHING SCREWY WITH THIS DEAL.

5-25

FIRST THING I LOOKED AT MY ACCOUNT I FOUND I WAS PAID OFF ON ONE OF MY OLDEST LOANS, 119K SERGE GOSSMAN. IN TWO DAYS I'VE COLLECTED 20K OF INTEREST. I HAD TO TALK TO RANDY AND GOT THE INFO STRAIGHTENED OUT ON HIS LOAN. HE WAS TRYING TO PUT IT IN SOMEONE ELSE'S NAME. I SENT BACK 200K TO MY CREDIT LINE, WHICH THEN I FOUND OUT THAT I NEEDED 200K FOR TOMORROW FOR TWO DEALS FOR JOHN. I WENT BY THE BANK AND SIGNED FOR MY NEW CREDIT LINE. THEY DIDN'T INCREASE MY LINE. I DROPPED BY BRIAN'S STORE AND HAD HIM SIGN THE DOC'S TO ROLL OVER HIS INVESTMENT. I TALKED TO JOHN AND TODD, THEY'VE GOT ANOTHER PROPETY THEY ARE SHORT SELLING, SHOULD BE IN ABOUT 2 WEEKS OR SO. THEY'LL HAVE GOOD MARGIN IF THEY GET IT FOR WHAT THEY ARE NEGOTIATING.

5-26

I REQUESTED A WIRE TO COVER THE TWO DEALS FOR JOHN RAY THIS MORNING. WHEN WE GOT TO THE AIRPORT THE PLANE WAS DELAYED FOR HOURS AFTER HOURS. I TRIED TO USE THE AIRPORT'S DATA PORTS TO NO AVAIL. I HAD TO CALL SCOTT AND HAVE HIM DO ALL THE WORK FOR ME. I CHECKED WITH JOHN WHEN I GOT HOME AND IT ALL WORKED OUT FINE.

5-27

I SPENT THE MORNING CATCHING UP ON ALL THE PAPERWORK AND PHONE CALLS THAT I MISSED WHILE WE WERE GONE. I DID RECEIVE A PAYOFF FOR 73RD, WHICH HAD BEEN DELAYED SEVEARL WEEKS. I HAD A FEW OTHERS THAT I THOUGHT WOULD CLOSE, BUT NEVER HEARD ANYTHING ABOUT.

5-28

IT TURNED OUT TO BE A QUIETER DAY THAN I HAD EXPECTED. I DID RECEIVE A PAYOFF FOR PALO VERDE, WHICH HAD BEEN DELAYED SEVEARL WEEKS. I HAD A FEW OTHERS THAT I THOUGHT WOULD CLOSE, BUT NEVER HEARD ANYTHING ABOUT. TOM EAMILED ME SAYING THAT RECKER CLOSED, I'LL PROBABLY GET FUNDED ON TUESDAY. I RECEIVED IN MY CHECK FROM RICK LACEY BUT NO CALL BACK. HE'S PROBABLY ON VACATION I DIDN'T HEAR FROM RAY AT TASER, I'M GOING TO TRY TO GET HIS PHONE NUMBER.

5-31

I SPENT SEVERAL HOURS DOING END OF MONTH TODAY. I HAD SEVERAL NEW INVESTORS THIS MONTH SO I HAD A LOT OF NEW STATEMENTS TO DO. MY MONTHLY TO DO LIST HELPED OUT ALSO. I HAD DRIVEN THE VALLEY ON SATURDAY SO I HAD TO DOWNLOAD MY PICTURES TOO. I ALSO SENT A 30 DAY INVOICE OUT TO FIGTREE PROPERTIES. OVERALL I HAD A GOOD MONTH. I DIDN'T NET AS MUCH MONEY AS I DID LAST MONTH, BUT THIS MONTH SHOULD BE JUST AS GOOD AND I'M GOING TO RAISE MY SALARY IN JULY.

6-1

I RECEIVED THE PAY OFF FROM TOM TRUEBLOOD; HIS DEAL WAS TOO EASY FOR A FIRST ONE. JEFF'S DEAL GOT PUSHED FROM TOMORROW UNTIL THURSDAY. I WENT TO THE BANK TO DO THE DEPOSITS. I WENT DOWN TO NASHA'S OFFICE AND HELPED HER SET UP TWO COMPUTERS ON THE NETWORK, FAX MACHINE AND FIGURE OUT THE WIRING. JOHN HAD SEVEARL GOOD BIDS, BUT HE DIDN'T WIN. I CALLED RAY RIVERA; HE SAID HE WOULD CALL ME BACK LATER IN THE DAY, NEVER HEARD FROM HIM.

6-2

TODAY WAS A REAL QUIET DAY. NASHA CALLED SAYING SHE HAD A DEAL FOR LARRY COFFMAN, BECAUSE I THOUGHT WAS GOING TO BE GOLFING TOMORROW, I WENT TO THE BANK AND GOT THE CHECK TODAY. I ALSO TYPED ALL THE DOC'S AND PRINTED THEM OUT FOR NASHA. I MET RICK LACEY TO CATCH UP ON THE INTEREST CHECKS FOR HIS DEALS. I TALKED TO ROBERT; HE HAD A DEAL FOR ME FOR TOMRROW AND ONE FOR FRIDAY. I'VE GOT 500K IN USEABLE CASH. JEFF'S DEAL IS PUSHED UNTIL FRIDAY, BUT NOW I KNOW ITS' GOING TO HAPPEN. HE'S GOT HIS KIDS TOMORROW AND CAN'T SIGN. BECAUSE NASHA STILL DOESN'T HAVE INTERNET ACCESS AT THE OFFICE, SHE CALLED ME AND I LOOKED 100 THINGS UP FOR HER TO DO THE TRUSTEE SALES, LAUREN STILL HASN'T COME IN TO WORK.

6-3

I WAS SITTING IN MY OFFICE TYPING UP DOC'S FOR JEFF'S DEAL TOMRROW AND RAY RIVERA WALKS UP TO THE DOOR. HE GIVES ME 100K TO INVEST. I'VE BEEN TRYING TO GET AHOLD OF HIM FOR WEEKS AND HE JUST SHOWS UP. I'LL ALWAYS TAKE THE MONEY! I HAD TO DEPOSIT HIS CHECK AND LARRY COFFMAN CHECK BACK IN THE BANK. I TALKED TO ROBERT ABOUT A DEAL FOR TOMORROW OUT OF CALIFORNIA. I HAD TO TYPE UP THE DOC'S EMAIL TO THEM AND THEN WALK THEM THROUGH IT. THEY MUST HAVE CALLED ME 10 TIMES IN THE AFTERNOON. I'VE GOT TWO DEALS PAYING OFF TOMORROW AND I THINK 3 OR 4 TO FUND.

6-4

I RECEIVED THE TWO PAY OFFS I WAS EXPECTING. I CALLED ROBERT; HE GAVE ME A QUICK DEAL FOR FORESIGHT FOR 112K. I DIDN'T GET THE DOC'S AND CHECK FROM THE GUYS IN CA, UNTIL 1PM THE FEDEX LADY COULDN'T FIND MY HOUSE. I WIRE OFF MONEY FOR JEFF'S DEAL. I WENT TO THE BANK AND GOT THE CHECK FOR LARRY COFFMAN'S DEAL, DELIVERED THE DOC'S AND CHECK TO NBI THEN WENT TO NASHA'S OFFICE. I RECORDED A BUNCH OF DOC'S AND CAME HOME TO TALK TO THE NEW GUYS IN CA. I HAVE THEM ALL STRAIGHTED OUT NOW. I HAVE QUITE A BIT OF CASH RIGHT NOW. ROBERT HAS SOME DEALS FOR ME MONDAY.

6-7

THIS WAS THE SLOWEST AND QUIETEST DAY I'VE HAD IN WEEKS. I HAD ONE CALL FOR MONEY IF HE WON THE BID, BUT HE DIDN'T. I HAD AN EMAIL FROM JEFF FOR A VALUATION. I DID GET A CALL FROM JEFF SAYING HE IS SENDING ME MONEY, JEFF THE CHINESE GUY THAT DOENST' HAVE A CLUE TO WHAT HE'S DOING. I TALKED TO SCOTT, HE HAD A 500K DEAL FOR ME, BUT I PASSED. I DID SEND A MEMORANDUM TO MY UNCLE ARDEN. MY PARENTS ARE IN SEATTLE AND AUNT NINA BROUGHT IT UP. STRANGE I FIGURE THEY'D NEVER INVEST WITH ME, I NEVER EVEN PURSUED THEM. WHO KNOWS, WHAT WILL HAPPEN. I DID GET AN EMAIL FROM JOHN KOHL, HE'S GOING TO INVEST,

JUST NEEDS TO MOVE MONEY AROUND. I WAS ½ EXPECTING A CHECK IN TODAY'S MAIL FROM GUMBERT, IF I DON'T GET IT TOMORROW IT WON'T BE UNTIL LUNCH NEXT WEEK

6-8

I DIDN'T GET THE CHECK FROM MIKE I GUESS I'LL GET IT NEXT WEEK FROM HIM. I DID GET CALLS FOR THREE PAYOFFS, I WAS BEGINNING TO WONDER, I HADNT' HAD ONE IN OVER 10 DAYS SCOTT CALLED LATE IN THE DAY, SAID HE HAD A DEAL NEEDED THE MONEY RIGHT THEN, HE TOOK OUT 142K, I'LL GET THE DETAILS TOMORROW. NASHA CALLED NEEDING MONEY FOR A DEAL FOR TOMRROW, BUT WANTED THE DOC'S TODAY SINCE THE LADY WAS SITTING IN HER OFFICE. I TYPED THEM UP AND SENT THEM TO HER AND REQUESTED A WIRE FOR TOMORROW. JUST LIKE THAT 300K IS OUT IN 15 MINS.

6-9

I FINISHED DOING PAPERWORK AND HEADED UP TO SCOTT'S. I GOT THE DETAILS ON THE DEAL HE WANTS ME TO FUND TOMORROW. IT'S SOME SCREWY TWO HOUSES, ONE LOAN THING FROM A LADY OUT OF SINGAPORE. THIS IS WEIRDER THAN THE DEAL FROM THE EAST INDIAN GUYS. I GOT IN MY WIRE FOR THE DEAL FOR NASHA'S OFFICE. I RECEIVED IN THE MAIL A CHECK FROM HANG G CORPORATION FOR ANOTHER 6 MONTHS ON HIS NOTE. HIS HOUSE ISN'T EVEN LISTED, WHAT A LOSS HE'S GOING TO TAKE. I WENT TO NASHA'S OFFICE AND RECORDED A BUNCH OF DOT'S AFTER I GAVE HER THE CHECK. I'LL HAVE MORE TO DO TOMORROW I HOPE. I MET RICK LACEY FOR A DRAW ON HIS CULVER; HE FINALLY HAS IT MOVING AHEAD. HE'S GOT THE 10TH STREET HOUSE PROPERTY SOLD. I GOT SOME PAYOFF REQUESTS, BUT ONE OF THEM NEVER GOT FAXED TO ME, IT IS TIM HURST. I'VE GOT ANOTHER DEAL TO FUND TOMORROW FOR NASHA'S OFFICE AND THEN I'M OUT OF MONEY.

6-10

I DID ABOUT AN HOUR OF PAPERWORK AND THEN CALLED TO GET MY WIRE IN. I GOT SOME PAPERWORK IN FOR DEALS AND HAD SOME FAXED TO ME I HAD SEVERAL CALLS FROM PEOPLE WANTING ME TO DO DEALS FOR THEM, SOME NEVER CALLED BACK. ONE WAS A MANDERINE SPEAKING REALTOR, I SENT HER TO JEFFREY, AND HOPEFULLY SHE CAN HELP HIM. I WENT TO THE BANK GOT MY CHECK AND HEADED DOWN TOWN. I PICKED UP THE PAPERWORK FROM NASHA AND THEN RECORDED SOME DOC'S. I TALKED TO A COUPLE OF BORROWERS. A FEW GOT THEIR HOUSES IN ESCROW. RANDY TALKED A BIG GAME BUT STILL HASN'T GOT ANY DEALS TURNED OVER YET. HE WANTS TO DO FOUR MORE. HE NEEDS TO GET SOME CLOSED FIRST. I'M FULLY INVESTED AT 5.1 MILLION; I SHOULD GET ONE PAYOFF TOMRROW, THEN TWO NEXT WEEK. BUT IT WILL BE SLOW GOING FOR A WHILE UNTIL I START GETTING SOME CLOSES.

6-11

THE ONE PAY OFF THAT I WAS EXPECTING WAS POSTPONED BECAUSE OF A TYPO ON THE ADDRESS. THE GAL TOLD ME THEY'D RESIGN MONDAY RECORD TUESDAY. I'VE GOT A DEAL FOR MONDAY. THAT TAPS ME OUT OF ALL MY MONEY. I'M AT 5.2 MILLION RIGHT NOW. I HARDLEY HAD ANY CALLS ALL DAY. I AM EXPECTING TO HEAR FROM A LOT OF TITLE COMPANIES CONTACTING ME FOR PAYOFFS.

6-14

I EMAILED THERESA AND I RECEIVED MY WIRE EARLY. I TYPED UP MY DOC'S AND SENT THEM TO NASHA. I HAD A PILE OF MAIL TO GO THROUGH FROM THE WEEKEND. I DROVE AROUND THE VALLEY ON SATURDAY TAKING PICTURES, LOTS OF NICE HOUSES. I UPLOADED THOSE AND TAYLOR TO NOAM. I GOT MY CASHIERS CHECK AND WENT DOWN

TOWN. I PICKED UP MY DOC'S AND RECORDED SOME. JOHN LADNER CALLED, HE'S GOT HIS HOUSE CLOSING AND THE TITLE IS SCREWEDUP. NASHA RECORDED THE DEED BEFORE THE TRUSTEE'S DEED WAS DONE. THE GAL AT KMA GAVE HER THE INCORRECT INFORMATION. I CALLED ON A FEW DEALS I THOUGHT WERE CLOSING TODAY, NO WORD BACK. I GOT A HOLD OF "POPPIE" SHE'S THE LADY THAT SCOTT HAD ME FINANCE THE HOUSE ON CORTEZ AND TOOK HER HOUSE AS COLATERAL. I GOT ONE PAYOFF REQUEST TODAY. I'M LOOKING FOR ABOUT 4 MORE.

6-15

RICKERT CALLED ME WITH A DEAL FOR GISETTE, SINCE INGRID IS NOT INVOLVED I SAID I WOULD FUND IT. I WENT TO LUNCH WITH DINO AND MIKE. BOTH OF THEM SAID THEY WOULD INVEST MORE MONEY WITH ME. I SENT THEM EACH DOC'S TO DO SO. I WAS CALLED ON A WIRE THAT WAS COMING, THEN LATER IN THE DAY I GOT CONFIRMATION OF TWO MORE TOMORROW. ONE ON THE OLDEST LOAN I'VE GOT, TIM HURST. I TYPED UP THE DOC'S AND SENT THEM TO VERONICA AND WIRED THE MONEY. I TURNED THE MONEY AROUND IN 15 MINS AFTER I RECEIVED IT.

6-16

I HAD TWO PAYOFFS COME IN. ONE BY WIRE FIRST THING IN THE MORNING, THE OTHER A CHECK DROPPED OFF, BOY THAT PISSES ME OFF. I WENT TO SCOTT'S AND SHOT THE SHIT FOR AWHILE. HE WANTED ME TO GO TO THE YANKEE'S GAME TONIGHT, BUT I TURNED HIM DOWN. I THINK IT WAS FOR BUSINESS, BUT HE LATER SAID IT WASN'T GOING TO BE THAT OPPORTUNISTIC. I'VE GOT CASH BUT NO DEALS FOR TOMORROW. RANDY BOS SENT ME A DEAL THAT HE WANTS ME TO FUND THAT IS GOING TO BE A TOUGH ONE. I'LL GO LOOK AT THE HOUSE TOMORROW.

6-17

I DIDN'T HAVE A WHOLE LOT TO DO IN THE MORNING. IT GOT A LITTLE BUSIER IN THE AFTERNOON. I GOT A DRAW REQUEST FROM RICK. I HAD A PAYOFF REQUEST FOR CATHERINE BURNING. I RECEIVED A 5K CHECK FROM CYNTHIA FOR HARMONY I'M STILL STRUGGLING TO EXPLAIN TO JEFFREY THAT HE NEEDS TO SELL THE HOUSE ON CAMBRIDGE. I TALKED TO RANDY, THE HOUSE HE SENT ME HE'S NOT GOING TO USE ME NOW. JUST AS WELL, HE WOULDN'T HAVE LIKED MY REQUEST FOR HIS DOWN PAYMENT.

6-18

FRIST THING THIS MORNING I RECEIVE A REQUEST FROM GLEN DAVIS, A CO-WORKER OF PAUL'S. HE JUST BARELY QUALIFIES. I SENT HIM A MEMORANDUM. I NEVER HEARD FROM MARK ON VERN'S DEAL SO I GUESS THAT IT DIDN'T' CLOSE TODAY. CYNTHIA CALLED SAYING SHE'S BUYING A HOUSE FROM VULLO ON MONDAY. I'LL FUND IT. I TALKED TO SCOTT HE'S GOT NO OTHER DEALS RIGHT NOW. I WAS HOPING MIKE HAD SENT HIS CHECK.

6-21

I RECEIVE IN MY WIRE FROM VERN THIS MORNING. I TALKED TO CYNTHIA, SHE WAS READY TO GO, DREW GOT ME THE INFO AND OFF I SENT THE MONEY AND DOC'S. MONEY IN AND MONEY OUT WITH IN 15 MINS, I WISHED IT WORKED LIKE THAT EVERY DAY SO SMOOTHLY. I WAS CALLED ON ANOTHER POSSIBLE CLOSING COMING THIS WEEK FOR AN AIA CLIENT. I HAD TWO PAY OFF REQUESTS ALSO. THIS SHOULD BE A VERY BUSY WEEK. NASHA COULN'T RECORD THE WARRANTY DEED AND AFFIDAVIT FOR TYLER, I HAVE TO SEND IT TO THE BUYER IN CA. THAT WILL SLOW IT DOWN A WEEK. I HOPE IT GETS IT BACK TO ME BEFORE I LEAVE.

6-22

IT WAS ANOTHER QUIET DAY, BUT THAT'S WHAT IT IS LIKE BEFORE THE STORM. I'VE GOT A 1 MILLION DOLLARS WITH OF DEALS CLOSING THIS WEEK, MOSTLY ON FRIDAY. I'VE GOT THREE DEALS LINED UP FOR FRIDAY. LATE IN THE DAY JEFF CALLED ME AND HAS A DEAL FOR TOMORROW. I SPENT MOST OF THE DAY WORKING ON THE BOOKLET, I'VE GOT IT AS DONE AS I CAN DO UNTIL NASHA WORKS ON IT.

6-23

SCOTT CALLED, HE'S OUT OF TOWN FOR THE REST OF THE WEEK, SAID I COULD BORROW MONEY IF I NEEDED TOO. I TALKED TO JEFF AND COORDINATED THE DOC'S BETWEEN HE AND HIS PARTNER. I WAITED FOR THE MAIL, NO CHECKS SO I HAD TO BRING IN A WIRE. I TOOK THE CHECK TO NBI'S OFFICE AND SENT JEFF THE AFFIDAVIT. NASHA CALLED, SHE'S GOT TWO DEALS FOR TOMORROW. I'VE GOT ENOUGH MONEY TO COVER ONE LOAN NOT THE OTHER, BUT I HAVE 1.1 MILLION IN CLOSING THAT COULD COME FRIDAY, PLUS I'VE GOT 400K OF DEALS FOR FRIDAY AND 300K FOR END OF MONTH. I HOPE I GET IN SOME MONEY TOMORROW; I'LL HAVE TO BORROW FROM SCOTT TOMORROW TO COVER THESE LOANS. BETWEEN SEVERAL PHONE CALLS AND REVISIONS, DAD FINISHED WITH MY BOOKLET, NOW I NEED TO GET NASHA OFF HER BUTT.

6-24

WHAT A FUCKED UP DAY. I HAD TO BORROW 100K FROM SCOTT TO COVER THE TWO DEALS ON MY DESK. WHICH NOW I REGRET, I SHOULD HAVE PASSED THEM TO HIM SO THAT I'D HAVE MONEY FOR TWO DEALS TOMORROW. I GOT IN MY WIRE AND HEADED TO THE BANK. THE TELLER FUCKED UP THE CHECKS, SO I HAD TO COME BACK TO THE BANK WHEN TH TRUSTEE FOUND THE ERROR. I WENT DOWN TOWN TO RECORD THE DOC'S. I TALKED TO RICK LACEY, HE'S GOING TO CLOSE ON A 10TH STREET TOMORROW, BUT IT'S ONLY 32K. HE ALSO HAS A DRAW REQEUST FOR ABOUT THE AMOUNT HE NEEDS TO COVER THE SHORT FALL ON THE PAYOFF. I'VE GOT TWO DEALS THAT I NEED TO FUND TOMORROW AND NOT A DIME. I EMAILED DINO AND MIKE TO FIND OUT WHAT IS GOING ON, DINO RESPONDED SAYING HE WOULD GET IT TO ME WHEN I GET BACK, GREAT. MIKE NEVER HAS RESPONDED HE ALWAYS TAKES A WEEK. I HAVE BEEN TALKING THROUGH EMAIL WITH GLENN DAVIS; WE ARE GOING TO MEET ON SATURDAY. I DOUBT HE HAS ANY SERIOUS MONEY, PROBABLY 50K OR SOMETHING. I CALLED ON EVERY DEAL I'VE GOT IN ESCROW, LOOKS LIKE NONE OF THEM ARE GOING TO CLOSE TOMORROW. SOME GOT PUSHED TO MONDAY OTHERS NOT SURE. I'VE SENT A DEAL TO SCOTT AND I HAVE TWO MORE FOR NEXT WEEK I MAY HAVE TO DO THE SAME SINCE I'M NOT GETTING ANY MONEY IN.

6-25

I TALKED TO SCOTT FIRST THING THIS MORNING, HE LOANED ME ANOTHER 210K. I TYPED UP THE DOC'S AND SENT THEM OUT TO THE TITLE COMPANY ALONG WITH THE MONEY. I HAD A DRAW REQUEST FROM RICK LACEY WE MET AFTER LUNCH. HI S10TH ST DEAL CLOSED, I'LL BE PAID MONDAY, HE'S ALSO GOING TO PAY ME DOWN ON THE 25K HE OWES ME, PLUS HE'S FINALLY STARTING TO ROLL ON 29TH AVE NOW I MADE CALLS ON CLSOINGS, 2 HAPPENED, BOTH OF WHICH I'LL GET MONEY ON MONDAY. NOT ENOUGH TO COVER MY DEALS. JOHN SCHREIBER IS WIRING ME SOME MONEY ON MONDAY. I'M MEETING NOW TWO GUYS TOMORROW NASHA AND I SPENT 3 HOURS PUTTING TOGETHER MY BOOKS FOR TOMORROW AND MR KENT. I'M GOING TO HAVE TO MEET WITH PAUL AND FIGURE OUT HOW TO DO THIS.

6-26

I PLANNED TO DRIVE THE VALLEY TO LOOK AT A DOZEN HOUSES; I ALSO SCHEDULED A MEETING WITH GLEN DAVIS AND MARK WENIG. THEY BOTH ASKED REALLY GOOD QUESTIONS AND THEN I FOLLOWED GLEN TO HIS HOUSE; HE GAVE ME 50K, THEN MARK DROPPED BY MY HOUSE AND GAVE ME ANOTHER 50K. THAT'S a 100K THAT I WILL REALLY NEED THIS NEXT WEEK. REALLY GOOD GUYS AND SMART, THEY ACTUALLY UNDERSTOOD A LOT BETTER THAN MOST PEOPLE. I WAS PRETTY DISAPOINTED WITH THE HOUSES I SAW TODAY, ONLY 2 OF THEM WERE REALLY GOOD, 2 WERE OK AND THE REST WERE DUMPS.

6-28

THE DAY STARTED IN A RUSH AND DIDN'T END UNTIL NEARLY 11PM. I DIDN'T RECEIVE IN ANY MONEY TODAY ON CLOSING. I DID CONFIRM 2 WIRES ARE COMING TOMORROW. ONE OF HTEM ISN'T FOR A DEAL I THOUGHT WAS CLOSING. I COULDN'T GET A HOLD OF THE GAL SO THAT I COULD FIND OUT WHERE IT IS. I GAVE ROBERT THE DEAL FOR VULLO. I WENT UP TO SCOTT'S OFFICE AND PICKED UP SOME PAPERWORK, LEFT ALL MY END OF MONTH STUFF WITH HIM. I WENT DOWN TOWN TO THE RECORDERS OFFICE. I DID RECEIVE A CHECK FROM MIKE GUMBERT. I EXCHANGED CHECKS WITH RICK LACEY. I GOT EVERYTHING READY TO BE GONE FOR A WHILE. CARMEL STOPPED BY FOR ME TO SIGN PAPERWORK ON THE MY NEW CREDIT LINE. IT WILL BE READY NEXT WEEK WHEN I GET BACK. I HAVE NO DEALS FOR TOMORROW, ONE FOR WEDNESDAY. I DID TALK TO CYNTHIA ELIAS TODAY, INTERESTING WOMAN TO SAY THE LEAST. SHE THINKS THAT SHE HAS TWO FRIENDS THAT MIGHT WANT TO INVEST WITH ME. BUT I NEVER GET TOO EXCITED, I DON'T KNOW HER AND WHO KNOWS WHAT SHE KNOWS.

6-29

I CHECKED IN FROM ATLANTA, I HAD TWO WIRES COME IN, ONE FOR 10TH STREET AND ONE FOR MESQUITE. DONNA CALLED ME SAID I SHOULD GET THE WESTERN SKIES IN TOMORROW JOHN SCHRIEBER SENT ME ANOTHER 50K TOO I HAD ENOUGH TO PAY BACK SCOTT THOUGH BECAUSE SOME OF THE MONIES HADN'T CLEARED I FEAR HE IS GOING TO COST ME SOME CHARGES FROM THE BANK. I GOT THE OK TO GO FORWARD WITH THE DEAL FOR MAPLE RIDGE TOMORROW. I SHOULD HAVE ONE PAYOFF FOR SURE TOMORROW IF NOT THREE.

6-30

TYPICAL LAST DAY OF THE MONTH, BUT I NEVER HAD AS MANY CLOSINGS AS I WAS HOPING. I ONLY RECEIVED ONE. I BET I GET A FEW TOMRROW. I HAD TO BORROW MONEY FROM SCOTT BECAUSE I WAS TRYING TO WIRE MONEY OUT ON UNCOLLECTED BALANCE. AFTER A BUNCH OF PHONE CALLS TO SCOTT AND CARMEL I GOT IT ALL STRAIGHTENED OUT. I NEED A CLOSE TOMORROW TO COVER THE INTEREST CHECKS THAT HAVE GONE OUT. I FUNDED TWO DEALS TODAY, SO I ENDED UP DOING A LOT AT THE END OF MONTH. I SENT OUT STATEMENTS VIA EMAIL. I HAVE REACHED A FEW BIG MILESTONES. I'M OVER 5 MILLION IN PORTFOLIO AND I'VE PAID OUT OVER 1 MILLION DOLLARS IN INTEREST.

7-1

I HAD VERY FEW PHONE CALLS TODAY ONE I HAD WAS THAT DIP SHIT MARGO FROM AZ TITLE, SAYING SHE WANTED TO FIND OUT ABOUT HAVING MY CHECK DELIVERED, WHEN I REMINDED HER TO WIRE IT TO ME, SHE DID. IT WAS THE ONLY PAY OFF I GOT. I SHOULD HAVE GOT BECKER. I DON'T HAVE THE GAL'S NUMBER, SO I EMAILED JEFF ON IT. I'VE GOT CASH NOW AND NO DEALS PENDING TOMORROW, SO I'LL HAVE TO WIRE SOME MONEY BACK TO MY LINE TOMORROW.

7-2

IT WAS A QUIET DAY ON THE PHONE. I HAD ONE PAY OFF ON TIM BRODERICK'S PROPERTY. I GOT THE WIRE IN TIME TO SEND IT BACK OUT TO IIB FOR THE 3 DAY HOLIDAY.

7-6

ONCE WE CROSSED THE BORDER I STARTED TO RETURN CALLS. I HAD A PAYOFF REQUEST, TWO NEW POTENTIAL DEALS, ONE IS A WEIRD ONE. TOM TRUEBLOOD CALLED SAID HE BOUGHT A PROPERTY AND WOULD FAX ME DETAILS, BUT I NEVER GOT IT.

7-7

I CHECKED VMAIL IN CINCINNATI, TRUEBLOOD HAD BOUGHT A PROPERTY, SENT ME THE INFO, I HAD THE MONEY WIRED IN READY TO GO. I ALSO HAD A FEW PAYOFF REQUESTS. WHEN I GOT TO PHOENIX, SCOTT CALLED SAYING HE FUNDED IT. WE HAD A LITTLE COMMUNICATION MIX UP. I CAME HOME, WENT THROUGH TONS OF MAIL, HAD ONE PAY OFF, JEFF HOWARD'S BECKER. I'VE GOT HOURS OF STUFF TO DO, I'LL FINISH TOMORROW. I HAD TO GO TO THE BANK TO GET ALL THE RELEASES NOTARIZED.

7-8

I SPENT ALL MORNING DOING PAPERWORK AND RETURNING CALLS. I DIDN'T HAVE ANY PAYOFFS COME IN BUT I DID GET SOME REQUESTS. RANDALL ADDISON CALLED WANTING TO CLOSE THAT FUNKY PROPERTY UP ON DYSART. I SENT HIM TO REEL BECAUSE HE'S NOT CLOSED ANY OF HIS DEALS YET AND THEY ARE ALL A LITTLE STRANGE. I GOT ALL CAUGHT UP ON MY LIST OF THINGS TO DO TO CATCH UP AND NASHA RECORDED A BUNCH OF DOC'S FOR ME. NOTHING IS PLANNED TOMORROW, SEE IF ANY MONEY COMES IN. NOAM CALLED ME, HE'S GOT SOME DEALS HE WANTS TO BUY, AND I'M GOING TO LOOK AT ONE PROPERTY FOR HIM TOMORROW.

7-9

BECAUSE I DIDN'T' HAVE ANY DEALS TODAY IT WAS A BIT QUIET, I DID RECEIVE 4 PAY OFF REQUESTS. I DROVE OVER AND LOOKED AT THE HOUSE FOR NOAM, NICE MATURE NEIGHBORHOOD, GOOD HOUSE. I WIRED OFF SOME MONEY TO MY LINE AND DIDN'T RECEIVE ANY IN. I SHOULD HAVE A LOT OF CLOSING NEXT WEEK.

7-12

RICK LACEY CALLED, HE HAD A DRAW REQUEST AND FINALLY GAVE ME THE ADDRESSS OF THE 5 LOTS SO THAT WE CAN KEEP THEM STRAIGHT ON DRAWS. HE ALSO PAID ME 6 MONTHS INTEREST ON HIS 25K LOAN I GAVE HIM. HE WANTS TO STRECH IT OUT SOME MORE. I HAD TWO PAYOFF REQUESTS COME THORUGH. I'VE GOT NEARLY HALF OF MY PORTFOLIO IN ESCROW RIGHT NOW. NO DEALS IN 2 WEEKS AND NONE PENDING FOR SURE THIS WEEK. I CALLED EVERY LOAN TODAY. MY OLDEST JEFFREY KWONG HAS HIS HOUSE SOLD FINALLY. MIGHT CLOSE BY THE END OF THE MONTH. THE LOAN THAT IS 180 DAYS OLD, WHICH HAD NOTHING TO DO WITH INGRID, IS NOW SOMEHOW TIED IN TO INGRID! SOME GUY CALLED ME SAYING HE WAS WORKING WITH HER AND WAS GOING TO TAKE CARE OF IT; I CAN'T GET A HOLD OF NICOLE. WE'LL SEE WHAT HAPPENS WITH THAT ONE.

7-13

I RECEIVED IN A WIRE FOR THE FLOWER PROPERTY; I HAD TO CUT A CHECK BACK TO MR HURLEY FOR A DAYS INTEREST. I WENT TO THE BANK AND GOT SOME NOTARIES DONE, OTHERWISE IT WAS A QUIET DAY. I CHECKED WITH CYNTHIA ELIAS ON HER TWO PROSPECTIVE INVESTORS, SHE'S GOT ISSUES WITH HER PARTNER, SO SHE'S ON HOLD FOR NOW, SHE SAYS SHE'S NOT TAPPED IN TO HER LONG LIST OF FRIENDS THAT COULD BE INVESTORS.

7-14

I RECEIVED IN A WIRE FROM PHYLIS ZABALA TODAY, SO NOW I'VE GOT 600K IN CASH. I WENT UP TO SCOTT'S AND HE HAS A DEAL FOR ME FRO FRIDAY FOR 200K. I TALKED TO A FEW PEOPLE TODAY WITH DEALS ONE FOR NEXT WEEK AND ONE MAYBE THIS WEEK. JEFF HAS NOT CALLED ME BACK ON HIS DEALS. ALL THE COMPETITORS ARE OUT OF MONEY, BUT NO GOOD PROPERTIES ARE COMING UP FOR BID. I HEARD BACK FROM MARK AND NICOLE, I MET HIM AND GOT A 5K CHECK FROM HIM SO I'LL EXTEND THE LOAN ANOTHER 90 DAYS. HE SAYS IT'S UNDER CONTRACT BUT I KNOW HOW THOSE INGRID CONTRACTS ARE. THE BEST NEWS WAS THAT I RECEIVED A PAY OFF REQUEST FOR MY OLDEST LOAN ON CAMBRIDGE. THOUGH THE LOAN IS CURRENT IN INTEREST PAYMENTS, IT WILL BE GOOD TO HAVE IT PAID OFF.

7-15

I RECEIVED ANOTHER PAYOFF TODAY ON CHATSWORTH, MY SECOND OLDEST LOAN. I MADE A SHIT LOAD OF INTEREST OFF THAT ONE. ROBERT CALLED ME SAYING THAT DEAL THAT WAS SET FOR FRIDAY IS READY RIGHT NOW. I WIRED THE 200K FOR THAT DEAL AND TALKED OT THE GUY. HE SEEMED A LITTLE PEIVED THAT I DID IT, AND HE WASN'T TOLD. THEN THE DEALS STARTED TO ROLL IN. JEFF HAS ONE MONDAY, I TYPED UP THE DOC'S AND SENT THEM OFF TODAY. JOHN WON TWO BIDS SINCE ALL OF THE COMPETITORS ARE OUT OF MONEY. I 'VE GOT THOSE TO FUND TOMORROW. WHICH IS GOOD BECAUSE I'M SITTING ON 500K; 300K IS NOW OUT BY MONDAY.

7-16

THE CALLS STARTED EARLY, SCOTT WANTED ME TO FUND A 100K DEAL AT 8:30 AM. WE CALLED THE BANK AND HAD THE MONEY TRANSFERRED. I HAD TO TYPE UP DOC'S FOR THE TWO SETS OF DEALS THAT JOHN HAD SENT ME. I MADE A MISTAKE IN THE LEGAL WHICH I HAD TO GET CORRECT WITH LAUREN. IT ALL WENT WELL AND I RECEIVED SOME FAXED DOC'S I NEEDED TOO. I GOT ANOTHER PAYOFF ON ONE THAT I WAS TOLD WOULDN'T CLOSE TODAY. THE ONE I THOUGHT WOULD PAY OFF DIDN'T COME IN. I GOT THE CHECKS AND TOOK THEM TO ANNE. THE REST OF THE AFTERNOON WAS COMPLETELY QUIET.

7-17

I DROVE AROUND THE VALLEY AND LOOKED AT HOUSES, I'M GLAD THAT I DID IT TODAY. I LOOKED AT SEVERAL PLACES THAT I'LL BE FUNDING THIS WEEK.

7-19

I GOT PAID OFF ON TWO DEALS, A SMALL DEAL WITH RANDALL ADDISON ON DETROIT, AND A LARGER AIA DEAL ON LEMON TREE. THE DEAL FOR JEFF IS POSTPONED UNTIL TOMORROW. JOHN LADNER CALLED SAYING HE HAD AN AGGRESSIVE BID FOR TODAY, BUT NO WORD THAT HE WON. NASHA SAYS THAT THERE ARE TONS OF PROPERTIES GOING TOMORROW.

7-20

I GOT A DEAL CONFIRMED FOR JEFF AND WIRED THE MONEY TO THE TITLE COMPANY. I GOT A CALL FROM JIM HARRISON, HE SAYS I'LL BE PAID OFF TOMORROW AND HE HAS ANOTHER DEAL A HUD HOME FOR THURSDAY. ROBIN CALLED; HIS DEAL IS PUSHED OFF A FEW DAYS. JOHN WON A BID FOR A HOUSE FOR 340K. I'M GOING TO DO THE DEAL. I ALSO HAD TWO REQUESTS FOR PAYOFFS. PK EMAILED ME SAYING HE'S GOING TO INVEST MORE MONEY IN AUGUST AND THEN AGAIN IN JANUARY. THAT'S GREAT TO HEAR, ALTHOUGH HE WANTS HIS MONTHLY CHECKS RATHER THAN COMPOUND.

7-21

I GOT IN MY WIRE EARLY FROM THE BANK, I TYPED UP THE DOC'S AND SENT THEM TO NASHA. I HAD A BUNCH OF NOTARIES TO DO AT THE BANK, THE NEW GAL TOOK FOREVER. I DROVE UP TO SCOTT'S TO MEET WITH HIM. NOT MUCH CAME OUT OF IT. VINCE MY INVESTOR EMAILED ME, WE PLAYED GOLF TODAY AT 3PM AND 112 DEGREEES. IT REALLY WASN'T THAT BAD, JUST DRANK A LOT OF WATER. HE SAID HE MIGHT INVEST ANOTHER 200K WITH ME. I HAD CALLS FROM NAOM; HE WANTED TO BUY A HOUSE, ONE THAT SCOTT AND I HAD FINANCED WHEN IT WAS BUILT WITH RICK LACEY 4 YRS AGO! THE VALUE THAT FLYNN WAS SAYING IT WAS WORTH I JUST DIDN'T AGREE WITH, I TALKED HIM OUT OF IT. FLYNN PROBABLY HATES NOW. I TALKED TO JOHN AND TO SCOTT AND THEY AGREED WITH ME.

7-22

I TYPE UP THE DOC'S FOR JAMES HARRISON DEAL, SEND THEM OFF, CALL BEFORE I WIRE AND FIND OUT THEY'LL GET BACK TO ME. THEN THEY CALL AT 2:45 SAYING OK THEY ARE READY FOR THE MONEY. I'LL SEND IT TOMORROW. VINCE CALLED ME, WE MET AND HE GAVE ME ANOTHER 200K. I'M ALREADY GETTING CLOSE TO 6 MILLION. JOHN CALLED ME AND HE HAD NOAM BUY ANOTHER PROPERTY, ONE THAT WAS MUCH BETTER DEAL. I'LL FUND HIM TOMORROW FOR IT. JOHN'S GOT ANOTHER ONE FOR NEXT WEEK FOR HIM TOO. I HAVE A CONFIRMED PAYOFF TOMORROW, BUT I HAD SEVERAL GET MOVED OUT A COUPLE OF WEEKS TO CANCEL. BUT I ALSO GOT A PAYOFF REQUEST, SO JUST KEEP TURNING THEM OVER.

7-23

I WIRED OFF THE MONEY FOR JAMES HARRISON'S DEAL. I RECEIVED THE PAYOFF FOR JAY HOFLANDS HOUSE ON 50TH AVE. I TYPED UP THE DOC'S FOR NOAM AND SENT THEM TO HIM. HE PRINTED THEM OUT BUT THE NAME AREA CAME OUT BLANK EACH TIME. IT DOESN'T MAKE SENSE, SO I HAD TO FAX THEM TO HIM. NASHA FOLLOWED ME TO THE BANK AND I GOT A CHECK FOR THE DEAL. I'VE GOT NO DEALS FOR MONDAY AND I HAVE A LITTLE CASH FOR NEXT WEEK. I SHOULD HAVE A LOT OF PAYOFFS NEXT WEEK.

7-26

IT STARTED OFF A QUIET MORNING AND THEN TURNED CRAZY ALL DAY LONG. I SENT RICK SOME INVOICES FOR INTEREST; HE WANTED TO MEET FOR A DRAW TOO. THEN I HAD A LUNCH APPOINTMENT SET UP WITH JIM HARRISON. HE WANTED ME TO FUND HIS FIX UP, I TOLD HIM NO AND TO CALL JEFF OF RICK SEE IF THEY WOULD PARTNER WITH HIM. I RECEIVED A CHECK FOR PEBBLE BEACH WHICH PISSED ME OFF IT SHOULD CLEAR TONIGHT THOUGH. I'VE GOT A DEAL LINED UP FOR JEFF HOWARD TOMORORW AND ANOTHER ONE THRUSDAY FOR JOHN LADNER. MIGHT HAVE ONE WITH JIM HARRISON, WE'LL SEE WHAT HE DOES. I SET UP A LUNCH MEETING WITH TREG TOMORROW.

7-27

I HAD THE OK TO DO THE DEAL FOR JEFF. I EMAILED DOC'S AND WIRED THE MONEY AWAY. I DIDN'T GET ANY OTHER PAYOFFS. I WENT TO LUNCH WITH TREG. HE'S BUILDING A MILLION DOLLAR HOUSE BUT HE'S GOT SOME FRIENDS AND RELATIVES THAT MIGHT WANT INVEST.

7-28

I HAD A BUSY DAY. I DROVE UP TO SCOTT'S MET WITH HIM FOR A JUST A SHORT BIT. HE WENT ON ABOUT DINO AND OTHER STUFF. I GUESS MIKE DOESN'T LIKE THAT I'M GROWIN THE BUSINESS. DINO IS MOVING MONEY FROM REEL TO DENSCO. I DIDN'T KNOW THAT, BUT I REALLY DON'T CARE. TO THEM IT'S CHUMP CHANGE TO ME, IT'S ONE STEP CLOSER TO 10 MILLION. I DROVE UP TO PHX TO LOOK AT TWO PROPERTIES, THE FIRST ONE IS A GOOD ONE THAT JIM WANTS TO DO. THE SECOND TRIPLEX AND DUPLEX IS A DUMP. BUT THEY ARE GETTING IT REALLY CHEAP. I WENT TO SHAWN'S OFFICE TO MEET HIM AND VULLO. WE TALKED AND HAD LUNCH. SHAWN JUST DOESN'T COME OFF AS THE SHARPEST GUY. SOUNDS LIKE HE HAS A DECENT BUSINESS GOING THOUGH. I GOT HOME AND CALLED ON DOC'S. THIS DAMN OFFICE IN YUMA DOESN'T KNOW WHAT THE HELL THEY DID WITH MY DOC'S FOR JEFF'S PROPERTY. JOHN CALLED LATE AND HAS TWO DEALS, I MIGHT GIVE ONE TO SCOTT BECAUSE BETWEEN THE OTHER DEALS I MIGHT BE TIGHT ON MONEY. ONE DEAL THAT I'VE BEEN WORKING ON SINCE MAY HAS FALLEN APART, JUST AS WELL, I'M RUNNING OUT OF MONEY, BUT IT'S THE END OF THE MONTH, SOMETHING HAS TO CLOSE!

7-29

WHAT AN ABSOLUTLEY CRAZY ASS DAY! I START BY CALLING TO SEE WHERE MY DOC'S ARE, THEY FOUND THEM AND I SHOULD GET THEM IN AN HOUR. I FINALLY RECEIVED THEM. PAUL KENT COMES OVER TO SEE WHAT I DO ALL DAY. WHAT A GOOD DAY FOR HIM TO SEE. I TYPED UP DOCS AND SENT THEM OFF FOR JAMES HARRISON. I BROUGHT IN ALL THE MONEY I NEEDED. THEN I TYPED UP DOCS FOR JOHN RAY'S DEALS AND WENT TO THE BANK TO GET MY CASHIERS CHECK. ONE DEAL I HAD ON MY PLATE CANCELS, THE OTHER GETS MOVED UP. AFTER LUNCH WE DROVE UP TO JIM'S PROPERTY SO THAT I COULD SHOW HIM ONE THAT WE DID THIS MORNING. WHEN I WAS BY THE HOUSE, JOHN LADNER CALLS AND SAYS THAT HIS DEAL IS NOW UNCANCELED AND NEEDS HIS MONEY BY 2:30, WHICH IS 35 MINS FROM NOW I DROVE HOME, CALLED SCOTT HAD HIM LOAN ME THE MONEY AND I WIRED IT OFF LITERALY 1 MINUTE BEFORE CUT OFF. I SENT THE DOCS AND THEY SHOULD CLOSE. THE OTHER DEAL I HAVE FOR TOMORROW POSTPONES, UNTIL NEXT WEEK. I'VE GOT ONE DEAL FOR TOMORROW AND NO MONEY FOR IT. HOPEFULLY I WILL HAVE SOME CLOSES TO COVER IT AND GIVE SCOTT BACK HIS MONEY. PAUL DID GIVE ME ANOTHER 50K INVESTMENT. THEN HE WANTS TO CHANGE IT ALL TO PAYING MONTHLY. HE WANTED ME TO CALCULATE THE INVESTMENTS OVER; I TOOK ME 4 HOURS BECAUSE I MADE AN ERROR IN MY SPREADSHEET. I FINALLY FIGURED IT OUT AND SENT IT ALL TO HIM.

7-30

WHEN I LOGGED IN TO MY COMPUTER, I FOUND THAT I WAS PAID OFF ON MY BIGGEST LOAN. I NEEDED THAT MONEY TO PAY OFF SCOT AND THE COMMITMENT THAT I HAD FOR A DEAL TODAY. VULL'S DEAL GOT PUSHED OFF FOR A WHILE. THEN SHAWN CALLED ME, HE HAD A DEAL FOR 85K, I SENT HIM TO SCOTT. I SPENT THE QUIET AFTERNOON WORKING ON STATEMENTS AND END OF MONTH.

7-31

I SPENT ABOUT 3 HOURS DOING THE REST OF END OF MONTH. I NEED WORK TOWARDS GETTING MORE EFFICIENT AT THIS.

8-2

I HAD NOTHING TO DO TODAY, BUT MAKE PHONE CALLS. JOHN CALLED AND HIS BIGGEST CLIENT MIGHT WANT TO INVEST WITH ME.

8-3

I WAS PAID OFF ON HANG G CORP PROPERTY, THE LAST NIGHTMARE PROPERTY OF INGRID'S. AT LEAST THE LAST ONE THAT SHE WAS DIRECTLY INVOLVED IN. TARO I FOUND OUT SHE'S INVOLVED IN TOO. I CALLED AND CHECKED ON OTHER DEALS, I'M SHORT DINERO FOR 4 DEALS I HAVE ON MY DESK. SCOTT DOESN'T HAVE THE MONEY EITHER, SO IT'S GOING TO BE INTERESTING TO SEE HOW THE WEEK UNFOLDS. I'VE GOT A FEW DEALS THAT ARE SUPPOSED TO CLOSE.

8-4

I GOT THE PAY OFF ON HARMONY TODAY, YEA. I HAD TIME TO GET THE DOCS AND MONEY OFF TO DREW FOR SHAWNS DEAL. WE'LL HAVE TO FIGURE OUT WHAT WE ARE GOING TO DO WITH THE NEXT TWO DEALS. I GOT THE REST OF THE DOCS IN FROM MR KENT. I CALLED FIRST ONAGA AND WENT OVER EVERYTHIGN WITH THEM HOPEFULLY IT WILL GO MORE SMOOTHLY THIS TIME. I GOT IN TONS OF DOCS SO I'M JUST ABOUT ALL CAUGHT UP. I HAD A FEW PAYOFFS TOO IT'S GOING TO BE TIGHT FOR AWHILE, BUT THAT 344K DEAL WITH JOHN RAY IS SUPPOSED TO CLOSE MONDAY TOO

8-5

WHAT A BLOW OF DAY. NO PAYOFFS AS SCHEDULED, I HAD TO SEND THE ONE DEAL I HAD PLANNED TO ROBERT. THEN THE OF THE TWO DEALS FOR TOMRROW ONE OF THEM GOT PUSHED. THE 344K DEAL IS SUPPOSED TO FUND TOMORROW, SO I'LL HAVE ENOUHG FOR THE ONE DEAL. I'VE GOT A FEW DEALS LINED UP FOR TOMORROW.

8-6

I RECEIVED THE PAYOFF FOR 344K PLUS FROM JOHN'S BIG DEAL. I TYPED UP THE DOC'S FOR RANDY BOS'S DEAL AND WIRED THE MONEY THE ONE DEAL THAT SUPPOSED TO CLOSE SINCE MONDAY, PINK FLAMINGOS; WILL BE WIRED MONDAY IS WHAT THEY ARE TELLING ME. I DIDN'T HEAR BACK FROM GISSETTE, SO I DON'T KNOW WHAT IS HAPPENING WITH THAT ONE.

8-9

I DIDN'T GET THE PAYOFF I WAS EXPECTING TODAY, I'LL HAVE TO CALL TOMORROW. CHRIS WILSON CALLED SAYING THAT HE DEAL WAS READY TO FUND TODAY. I HAD TO GET A WIRE IN TO COVER IT. BECAUSE OF SOME COMPLICATIONS AT IIB IT BARELY GOT IN TIME FOR ME TO WIRE IT BACK OUT. I WILL BE GETTING A PAYOFF FROM A DEAL I'VE BEEN WAITING FOR AWHILE. I DIDN'T HEAR FROM JEFF HOWARD, SO I DOUBT WE'LL HAVE ONE FOR TOMORROW. CYNTHIA IS SELLING A PROPERTY, WANTS ME TO FUND THE BUYER TOO. DREW SAYS SHE CAN HANDLE IT.

8-10

I RECEIVED MY WIRE FIRST THING THIS MORNING. HOWEVER IT WAS CALCULATED WRONG. THE TITLE GIRL IS GIONG TO MAIL ME A CHECK. I GOT ANOTHER PAYOFF ON MONTEROSA, FINALLY, THA'TS MY 2ND OLDEST LOAN. VERONICA IS SAYING THAT MY OLDEST LOAN WILL PAY OFF FRIDAY. THAT'S THE 2ND TO LAST LOAN THAT HAS

SOMETHING TO DO WITH INGRID. CYNTHIA IS SELLING ONE OF HER PROPERTIES TO ANOTHER LADY WHO WANTS A HARD MONEY LOAN. WE ARE GOING TO DO IT WITH OUT EXCHANGING ALL THE FUNDS. JEFF CALLED HE'S GOT A DEAL FOR TOMORROW.

8-11

I TYPED UP THE DOC'S FOR JEFF'S DEAL THEN HE DIDN'T MAKE IT IN, SO I'LL WIRE THE FUNDS TOMORROW. GLEN DAVIS CAME BY AND HE INVESTED ANOTHER 50K WITH ME. I HAD A LOT OF CALLS FOR SOME REASON TODAY. RICK LACEY HAD A DRAW, I CALLED BACK THE GUY FROM YESTERDAY AND TOLD HIM IT'S A TRAILER HOME, I'M NOT FUNDING IT. LATE IN THE DAY I RECEIVED A REQUEST FROM JOHN'S OFFICE FOR MAPLE RIDGE. I HOPE I START GETTING SOME CLOSING THIS WEEK.

8-12

ONCE AGAIN JEFF'S DEAL GOT PUT OFF AGAIN UNTIL TOMORROW. THEN VULLO'S DEAL IS GOING DOWN TOMORROW. I FUNDED A DEAL TODAY FOR MAPLE RIDGE. I WENT TO BANK AND GOT THE CHECK, NASHA TOOK THE CHECK WITH HER TO WORK. I TALKED TO GISSETTE BECAUSE I GOT PAID OFF ON MONTEREY! WE TALKED ABOUT INGRID AND OUR SOUR DEALINGS. NOW I FOUND OUT MORE DETAILS ABOUT TARO AND HOW INGRID'S ALL INVOLVED, I'M A LITTLE WORRIED ABOUT IT. NASHA CALLED AND HAD TWO DEALS AND I COULD ONLY FUND ONE OF THEM, A BORROWER THAT I'VE DONE TWO OTHER DEALS WITH, JAY HOFLAND. I TALKED TO STEVE MURRAY, HIS MONEY GUY IS COMING IN TO TOWN NEXT WEEK, AND WE'LL SEE IF WE CAN'T TALK HIM IN TO INVESTING. I ALSO TALKED TO JOHN WILL TELLS ME HIS MOTHER IS A MULTIMILLIONAIRE, AND HER MONEY IS ALL IN CD'S. I'LL SEND HIM A BOOKLET, BUT I DON'T HAVE A LOT OF HOPE IN THAT ONE.

8-13

I HAD A VERY BUSY DAY FROM START TO FINISH. I RECEIVED THE EMAIL FROM THE GAL FOR JEFF'S TO CLOSE; I WIRED THE MONEY FOR THAT ONE. THEN I TYPED UP THE DOCS AND SENT THEM TO RENE/DREW FOR THE SECOND ONE. I TYPED UP THE DOCS AND SENT THEM TO NASHA FOR THE 3RD ONE. I SENT JOHN A MEMORANDUM AND GOT THE CHECK FROM THE BANK, HEADED DOWN TOWN TO DROP IT OFF AND DO SOME RECORDINGS. I HAD TWO PAYOFF REQUESTS, WHICH IS GOOD CONSIDERING I'VE GOT LESS THAN 15 OF THE 62 IN ESCROW RIGHT NOW. I RECEIVED IN LOTS OF FAXES AND DOCS. I'VE GOT TWO DEALS SET UP FOR NEXT WEEK, BUT I DON'T HAVE A DIME TO FUND THEM. I WAS HOPING TO GET SOME CLOSES TODAY, PERHAPS ON MONDAY.

8-16

I HAD A VERY QUIET DAY. VERN CALLED AND MOVED HIS DEAL UP FROM THRUSDAY TO TOMORROW, IT'S ONLY 40K SO IT'S NO PROBLEM. OTHERWISE, VULLO CALLED FOR MONEY AND I SENT HIM TO SCOTT. I'VE GOT SEVERAL DEALS THAT WERE SUPPOSED TO FUND TODAY BUT DIDN'T. I PUT TOGETHER INVESTOR BOOKLETS SO THAT I HAVE THEM FOR TOMORROW'S MEETING AND PERHAPS LATER IN THE WEEK.

8-17

I TYPED UP THE DOCS AND WIRED THE MONEY OFF TO GAL FOR VERN'S DEAL. I LEFT FOR THE MEETING WITH SUN MEDICAL. I WAS A BIT LATE WHICH PISSED ME OFF. WE MET IN THE LUNCH ROOM. I MET WITH TWO KEVIN'S ONE DOUG AND A SUE CARROL. THE ONE DOUG WHICH IS A LAWYER PEPPERED ME WITH QUESTIONS FOR AN HOUR. I LEFT THEM WITH THREE BOOKS AND THEN HAD ½ DOZEN EMAILS FROM THE LAWYER AFTERWARDS REGUARDING ALL SORTS OF THINGS. I THINK THEY'LL INVEST THOUGH I HAVE NO IDEA

HOW MUCH. I GOT PAID OFF ON TWO DEALS, ONE OF AIA'S AND THEN SURPRISED BY GETTING PAID OFF ON CORTEZ PROPERTY, WHICH SCOTT WAS WORRIED ABOUT. JEFF'S DEAL GOT CANCELED WHICH IS GOOD, JOHN HAS A CLIENT THAT BOUGHT TWO PROPERTIES. I'LL HAVE A BUSY DAY TOMRROW.

8-18

AS I SUSPECTED IT WAS A VERY BUSY NUTTY DAY. I WAS WORKING 7 HOURS OR MORE TODAY. I STARTED TO TYPE UP THE DOCS THIS MORNING WHEN LEONARD CALLED ME. HE'S GOING TO ROLL OVER THE NOTE FOR ANOTHER 6 MONTHS AND ADD ANOTHER 50K. SINCE IT'S GOING TO BE SHORT TERM, HE AGREED TO 10%. I SENT THE DOCS OFF TO LAUREN AND THEN WENT UP TO SCOTT'S. I GOT UP THERE LATER THAN I HAD PLANNED AFTER STOPPING BY THE BANK. HE WAS PLEASED TO SEE THE LOAN PAID OFF WITH POPIE LADY, ALTHOUGH I STILL HAVE ONE LATE ONE WITH RADLOFF GIRL. I SWUNG BY THE AIRPORT AND PICKED UP NASHA AND THEN SHE TOOK MY CHECKS AND DOT TO WORK. SHE RECORDED ALL MY DOCS AND RETURNED TO ME MY NOTES. I HAD A FEW PAYOFF REQUESTS WHICH WERE NICE. WHEN I GOT BACK I HAD ANOTHER DEAL WITH JEFF HOWARD ON THOSE TWO SHITTY DUPLEXES. I'M AT A GOOD LOAN TO VALUE ON THEM AND HE'S A GOOD BORROWER, I'M NOT WORRIED. I EXCHANGED EMAIL WITH DOUG AND DAVID ALL DAY. DAVID WROTE LETTERS OF DISCLOSURE FOR US. I'M THINKING MORE AND MORE THAT HE'S GOING TO INVEST, THOUGH I'M NOT SURE HOW MUCH OR WHICH ONE OF THE 9 ENTITIES HE NAMED IN THE EMAIL. DINO EMAILED ME SAYING HE'S SENDING ME ANOTHER 150K; I CALLED ON MR KENT'S IRA MONEY THEY SAID THEY'VE NOT RECEIVED IT YET, BUT EXPECTING IT SOON. FOR THE FIRST TIME IN A LONG TIME, I DON'T HAVE A ½ DOZEN DEALS LINED UP ON MY DESK. I'M OUT OF MONEY ANYWAY.

8-19

I DIDN'T HAVE MUCH TO DO OTHER THAN GO DOWN TOWN AND MEET WITH STEVE MURRAY AND HIS MONEY MAN KEN. KEN IS AN OLDER MAN, WHICH HAS MADE MILLIONS IN VENTURE CAPITAL. ALL HE WANTED TO DO WAS TALK ABOUT TRAVELING. I GAVE HIM THE INFO AND TRIED TO TALK TO HIM ABOUT IT, HE JUST SAID I'LL PUT IN 250K AND GET BACK TO YOU NEXT WEEK, WHERE IS YOUR FAVORITE PLACE TO TRAVEL? WE'LL SEE IF HE LIVES UP TO HIS WORD I HAD A FEW PAYOFFS AND ONE POTENTIAL DEAL BUT IT'S A LITTLE STRANGE. IT'S A NEW BUILD OR SOMETHING

8-20

I HAD A QUIET FRIDAY FOR THE MOST PART IN DENSCO. I HAD ONE PAYOFF FROM MIDWAY, ONE OF CATHY BURNING HOUSES. LATER IN THE DAY I HAD A CALL FOR A PAYOFF FOR 14TH PLACE, STEVE HEGEL, BUT THEY CUT A CHECK AND DROPPED IT BY SCOTT'S HOUSE. I GOT A PAY OFF REQUEST FOR THE HOUSE I DID FOR NOAM.

8-21

I DROVE AROUND THE VALLY AND LOOKED AT ½ DOZEN HOUSES. MOST OF THEM WERE JUNKY, BUT I DIDN'T LOAN MUCH ON THEM IN THE FIRST PLACE.

8-23

I GOT A PAYOFF REQUEST FROM NOAM'S PROPERTY, GOOD THING I RECEIVED MY WIRE FROM VERN. I DEPOSITED THE CHECKS FROM DINO AND PAYOFF FROM FRIDAY. I HAD NO DEALS TODAY NOR PLANNED FOR TOMORROW. NASHA SAID TOMORROW IS A BIG AUCTION DAY. THAT DAMN NICOLE IS NOT CALLING ME BACK. I HAD A FEW CALLS ON

DIFFERENT TYPES OF FUNDING, WEIRD DEALS OR GUYS THAT DIDN'T KNOW WHAT THEY WERE DOING.

8-24

IT WAS A QUIET MORNING, BUSIER AFTERNOON. I HAD A ONE PAY OFF REQUEST AND THEN HAD A CHECK DELIVERED TO MY HOUSE. I HAD TO TAKE IT TO THE BANK. I DON'T HAVE ANY DEALS FOR TOMORROW, BUT VULLO HAS ONE FOR FRIDAY OR MONDAY. I'M STILL HOUNDING THIS CHICK ON TARO. SHE JUST THINKS EVERYTHING IS GOING TO HAPPEN. I MADE SURE THAT IT WAS LISTED, SINCE RICK CAN'T DO IT. THEN SHE'S GOT THIS MARK GUY PAYING FOR THE INSURANCE. I JUST HOPE THEY CAN GET A CONTRACT ON IT AND SELL IT. I GOT AN EMAIL FROM THE DOCTORS IN MESA, THE ATTORNEY SENT ME SOME KIND OF SCREWY DEAL ABOUT LOANING ME 1 OR 2 MILLION AND ACT AS AN OVERFLOW. I DON'T LIKE THE DEAL, I'LL SLEEP ON IT.

8-25

I FAXED SCOTT MY SPREADSHEET, I DIDN'T DRIVE UP TO HIS HOUSE. I WAITED ALL MORNING FOR RICK LACEY TO CALL, FINALLY AT 1PM WE MET. I HAD A CALL FROM RANDALL ADDISON, WANTED ME TO FUND HIM ON HIS FIX UP, AND DIDN'T WANT TO DO IT. I DROVE BY THAT HOUSE AND VULLO'S POSSIBLE DEAL. RANDALL'S HOUSE IS A SHIT BOX IN AN INDUSTRIAL LOCATION, BUT HE'S ONLY BUYING IT FOR 50K. HELL THE LOT IS WORTH THAT. VULLO'S DEAL IS SCREWY, 4 PEOPLE BETWEEN SCOTT AND I HAVE TALKED TO PEOPLE ABOU THIS DEAL. I GAVE VULLO THE INFO AND DROVE THE HOUSE. HE DOES NOT LIKE MY NUMBERS; I DO NOT LIKE THE DEAL. WE'LL SEE HOW IT COMES OUT. I GOT PAID OFF ON ONE OF HIS LOANS FINALLY TOO. ANOTHER ONE SHOULD PAY OFF TOMORROW. I ALSO WAS CALLED BY FIRST TRUST OF ONAGA; THEY RECEIVE IN THE MONEY FOR MR KENT'S IRA. I SHOULD GET THE WIRE TOMORROW. I'M SITTING ON LOTS OF CASH AGAIN.

8-26

I RECEIVED IN THE WIRE FROM DREW FOR SHERIDAN; TWO OF VULLO'S OLDEST LOANS ARE NOT PAID OFF. I HAD NOT RECEIVED MY WIRE FOR MR KENT'S IRA MONEY. I CALLED ON IT AND IT FINALLY SHOWED UP I CALLED MR KENT, HE WAS GLAD TO HEAR, BECAUSE HE HAD RECEIVED PAPERWORK FROM USB SAYING HIS ACCOUNT WAS CLOSED, BUT ONAGA SAID THEY HAD NO RECEIVED THE MONEY. THE REST OF THE DAY WAS QUIET, UNTIL THE LAST HOUR I RECEIVED REQUESTS FOR FUNDING FOR 3 DEALS TOMORROW. I STILL WAS ABLE TO PAY DOWN MY LINE BY 300K.

8-27

I TYPED UP NASHA'S DEAL FOR SCOTT LYDY, GAVE HER A CHECK AND SENT HER ON TO WORK. I TYPED UP THE DOCS FOR VULLO, AND WIRED HIS MONEY OFF TO DREW. I TALKED TO RENEE MILLER SEVERAL TIMES SO THAT I COULD GET EVERYTHING CORRECT AND TOOK CARE OF HER DEAL. I GOT PAID OFF ON ONE DEAL, THE HOUSE ON CAMBRIDGE, SO I'M STILL SITTING ON QUITE BIT CASH. I HAD A FEW CALLS FOR DEALS, BUT NOTHING CONCRETE. THEN I GOT A FAX FOR 2 DEALS FOR MONDAY. I TALKED TO STEVE MURRAY ABOUT KEN; HE NEVER HAD GOT BACK TO ME THIS WEEK. HE SAYS KEN IS LOOKING AT A FEW OPTIONS. I DIDN'T THINK IT WOULD HAPPEN THE WAY HE HAD SAID IT WOULD.

8-30

I REQUESTED A WIRE IN FROM MY BANK LINE, BUT I DIDN'T NEED IT. AFTER I TYPED UP ALL THE DOCS AND SENT THEM TO NASHA, I RECEIVED IN A PAYOFF, AND THEN LATER

IN THE DAY I RECEIVED ANOTHER ONE. OH WELL, I PAID DOWN MY EQUITY LINE, I'LL HAVE MONEY FOR TOMORROW. I TOOK SAGE WITH ME TO THE BANK AND DOWN TOWN. WE RECORDED THE DOCS AND THEN CAME HOME. I WORKED ON END OF MONTH STATEMENTS ALL AFTERNOON. RANDALL CALLED; HE'S GOT ANOTHER SHIT BOX HE WANTS ME TO FUND. HE ALSO RECEIVED A RELEASE IN THE MAIL, DAMN SECURITY TITLE RECORDED IT AND I'VE NOT BEEN PAID OFF YET I'VE GOT TO RE-RECORD THE DOT NOW.

8-31

I HAD AN EMAIL FIRST THING THIS MORNING THAT PK WANTED TO INVEST MORE MONEY 80K AND WAS HEADING OVER! IT WAS GREAT GETTING IN MORE MONEY THAT I WASN'T EXPECTING. I WORKED ON END OF MONTH AND GOT MOST OF IT DONE BEFORE I LEFT. WHEN I GOT BACK I SENT THE REST OF THE STATEMENTS OUT. I'VE STILL GOT A BIT TO DO TOMORROW. I SHOULD BE GETTING SOME MORE PAYOFFS AND I'VE GOT A FEW DEALS LINED UP, BUT NONE CAME THROUGH YET.

9-1

A QUIET DAY WHICH IS FINE SINCE I REALLY WAS BUSY WITH SAGE ALL DAY. I GOT A CALL FROM A GUY THAT I DON'T KNOW WANTING ME TO DO FUND A DEAL BY NOON. IT'S HIS FIRST, HE HAD OTHER FINANCIAL TERMS AND DIDN'T LIKE THEM, AND I PASSED. I GOT A PAY OFF ON MY SMALLEST LOAN AND SHE GAVE ME 133 OF INTEREST. ONCE I CALLED HER SHE FIGURED IT OUT AND IS WIRING ME TOMORROW I'VE GOT NO DEALS FOR TOMRROW, WHICH IS GOOD SINCE I'LL BE TRAVELING. I GOT IN A TON OF DOCS, AND NASHA RECORDED SOME, SO I'M SET FOR NOW.

9-2

SCOTT CALLED WANTING ME TO SEND OUT A MEMRANDUM TO A GUY, I JUST GRABED THE STUFF AND TOOK IT WITH ME ON THE PLANE, I'LL SEND IT TO IDAHO. I GOT A FEW CALLS FOR DEALS. ONE FOR MIKE AND JEFF, BUT THAT WON'T HAPPEN FOR A FEW WEEKS. JOHN HAS A DEAL FOR TOMORROW. I READ AN EMAIL TO LATE THAT TORI WAS READY TO DO RANDALL'S DEAL. I'LL CALL TOMRROW.

9-3

I TYPED UP THE DOCS FOR JOHN'S DEAL. I HAVE A LITTLE MORE MONEY WITH HIM THAN I'D LIKE, BUT I RATHER DO ANOTHER DEAL WITH HIM THEN SOME NEWBIE. I TALKED TO RANDALL, HIS DEAL WHICH WAS SUPPPOSED TO FUND TODAY, GOT PUSHED BECAUSE OF DEATH IN THE SELLERS FAMILY. I GOT ONE CALL FOR A PAYOFF THAT WAS TO FUND, BUT I NEVER GOT THE MONEY. JOHN HAS A CLIENT DEAL FOR TUESDAY. I HELPED NASHA DO THE UPDATES FOR HER WEB SITE.

9-7

I FUNDED ONE DEAL FOR RANDALL TODAY. THE DEAL THAT HAD BEEN POSTPONED FROM YESTERDAY. I TALKED WITH JOHN, HIS DEAL BK'ED SO I DIDN'T HAVE TO FUND HIS DEAL. THIS IS GOOD BECAUSE IT WASN'T VALUED CORRECTLY. CHRIS HUGHES CALLED ME, HE MIGHT BUY ONE OF VULLO'S PROPERTY.

9-8

I GOT A PAY OFF FIRST THING FROM FORESIGHT'S DEAL ON CONTESSA. VULLO DID SELL ELWOOD TO CHRIS HUGHES, SHOULD GO THROUGH TOMORROW. I'LL GET A THE LOAN FROM HIM, AND AT A BETTER LTV. I FOUND OUT ABOUT THE LAW SUIT, SOME GUY

SUEING EVERYONE INVOLVED IN A DEAL FROM A YEAR AGO ON A BK. I HAD TWO PAYOFF REQUESTS TOO. BOB MCDOWELL CALLED, WANTING MONEY, I TURNED HIM AWAY, I DON'T HAVE ENOUGH MONEY TO COVER HIS DEAL, PLUS IT'S A SCREW DEAL.

9-9

ANOTHER QUIET DAY OVER ALL. I HAD ONE PAYOFF REQUEST, ONE PAYOFF FROM JEFF HOWARD'S PROPERTIES. I TALKED TO ROBIN SKELTON; HE HAS A DEAL FOR TOMORROW FOR ME. HE SAYS I TALKED TO HIM ABOUT HIS WITH ANOTHER GUY, BUT I DON'T THINK I SAW THE HOUSE. I TALKED TO BOB HAHN ABOUT INVESTING. HE HAD ALREADY READ THROUGH THE MEMORANDUM AND HAD SOME GOOD QUESTIONS. HE'S PLANNING TO INVEST 100K WITH ME SOMETIME IN OCTOBER.

9-10

I HAD TO TYPE UP THE DOCS FOR THE DEAL ON ELM TODAY; IT GOT MOVED UP A DAY. EVERYTHING WENT SMOOTHLY. I GOT A PAYOFF FOR OAK ST, AND THE ELWOOD LOAN CLOSED AND REFUNDED BY ME. I ENDED THE DAY WITH QUITE A BIT OF CASH. I HAD ONE PAYOFF REQUEST TOO. I'VE GOT NO DEALS FOR MONDAY, AND I HAVE A LOT OF CASH TO START THE WEEK. I'VE GOT 3 DEALS I MIGHT DO.

9-13

I DIDN'T HAVE HARDLY ANYTHING GOING ON ALL DAY. I 'VE GOT A DEAL FOR TOMRORROW BUT I DIDN'T HAVE ANY PHONE CALLS FOR MOST OF THE DAY. SINCE I WAS TRAVELING, THAT IS GOOD.

9-14

IT WAS A FULL DAY. I HAD A DEAL TO FUND THIS MORNING, I TYPED UP THE DOCS AND NASHA TOOK THE CHECK TO WORK I HAD A WEEKS WORTH OF MAIL TO GO THROUGH AND LOTS OF FAXES TO PRINT, RELEASES TO TYPE. I ALSO WAS PAID OFF WITH A CHECK, WHICH WAS BROUGHT TO MY DOOR. I WAS SHORTED SEVERAL DAYS, I CALLED STEVE MURRAY HE SAID THAT HE WOULD SEND ME THE MONEY. I 'VE GOT A DEAL FOR TOMORROW. I TALKED TO DAVE PRESTON HE WANTS ME TO MEET HIM NEXT WEEK SO I CAN TALK TO HIS PARTNER AND HIM ABOUT DENSCO. IT'S ABOUT DAMN TIME. RICK LACEY HAD A DRAW REQUEST; IT WAS SCREWED UP AS NORMAL. BUT HE SAID HE NOW CAN START BUILDING ON THESE DAMN HOUSES ON 29TH AVE FINALLY. I'LL NOT GET TO DRIVE THE VALLEY UNTIL NEXT WEEK.

9-15

I TYPED UP THE DOCS AND GOT THE CHECK FOR NASHA. I WENT TO KINKO'S TO GET MORE BOOKS MADE. I WENT TO SCOTT'S HOUSE HE THINKS WAYNE IS GOING TO INVEST A COUPLE HUNDRED THOUSAND; I CALLED HIM BUT DIDN'T GET A HOLD OF HIM. THEY ARE SITTING ON A TON OF CASH RIGHT NOW TOO. I HAD SEVERAL PAYOFF REQUESTS. I TALKED TO SEVERAL BORROWERS ABOUT THE STATUS, ALL OF THEM SOUND QUITE POSITIVE. I'VE GOT A FEW DEALS SET UP FOR NEXT WEEK NOW. TWO OF THEM FROM ONE GUY I'VE DONE SEVERAL DEALS WITH CHRIS WILSON.

9-16

I MADE A FEW PHONE CALLS ON PROPERTIES, TRYING TO FIND OUT THE STATUS OF THEM. I DROVE UP TO AIR TASER TO SEE THOSE GUYS. SAT AROUND AND TALKED WITH THEM FOR A WHILE. I RAN IN TO DOUG AGAIN; I'LL SEND HIM SOME MORE INFO. HE SAYS HE'S GONG TO INVEST. I DON'T THINK RICK WILL. I MET KURT FOR LUNCH. WE WENT

OVER THE SUIT, AFTER I EXPLAINED EVERYTHING TO HIM, HE THINKS HE CAN SOLVE IT WITH A PHONE CALL. WHEN I GOT HOME, I HAD LOTS OF FAXES AND PAYOFFS TO SEND. BUT I DIDN'T HAVE ANY DEALS. NASHA TOLD ME JOHN LADNER HAD A DEAL BUT HE DIDN'T USE HARD MONEY.

9-17

I HAD TWO PAYOFFS TODAY; ONE I WAS LOOKING FOR ONE, I WAS HOPING WOULD COME NEXT WEEK. SCOTT LYDY'S CAME SOONER THAN I WANTED. I HAD PLANNED TO SEE MAPLE RIDGE'S PROPERTY CLOSE TODAY. I TALKED WITH WAYNE LEDET; HE IS THE PILOT FROM OK THAT SCOTT REFERRED TO ME. I SENT OFF A BOOKLET TO THE COO OF TASER. I'M NOW SITTING ON 1 MILLION IN CASH. I PAID BACK ALL MY EQUITY AND MOST OF MY CREDIT LINE. I'VE GOT A FEW DEALS LINED UP FOR NEXT WEEK.

9-20

I HAD TWO PAYOFF REQUESTS, AND SHAWN CALLED FOR A WEIRD DEAL. HE'S GOT TWO PROPERTIES WITH SCOTT, WANTED TO SWITCH TO ME WITH A NEW BUYER. SOCTT IS GOING TO TAKE CARE OF IT, HE DID HOWEVER HAVE A GUY THAT IS BUYING A PROPERTY AND IS GOING TO TAKE A HARD MONEY LOAN FROM ME. IT'S HIS FIRST ONE AND HE SEEMS TO HAVE HIS SHIT TOGHETHER, WE'LL SEE HOW IT GOES.

9-21

I HAD A PAYOFF REQUEST OR TWO, BEFORE I WAS WORRIED I WOULDN'T HAVE ANY, NOW THEY ARE FLOODING IN. I RECEIVED A PAYOFF FOR 65TH AVE, HORIZON HOMES. I HAVE ONE DEAL PLANNED FOR TOMORROW, MAYBE TWO. I TALKED TO AN AIA CLIENT FOR A DEAL FOR TOMRROW TOO. I MET WITH DAVE PRESTON AND JOEL RUBEN THE ACCOUNTANTS. THEY'VE GOT SOME CLIENTS THAT MIGHT BE INTERESTED. I THINK THEY HAVE BEEN HOLDING OUT TO SEE HOW I DO FOR A FEW YEARS BEFORE THEY SENT ANYONE MY WAY.

9-22

THE AIA CLIENT CALLED ME BACK AND SAID HE'S NOT DOING THE DEAL. I TYPED UP THE DEAL FOR BILL SWARTZ, SENT OFF THE MONEY. I CALLED RANDALL ADDISON; HE WAS READY TO DO HIS DEAL TODAY. I FUNDED BOTH OF THOSE DEALS TODAY. I TALKED WITH NICOLE RADCLIFF FOR AN HOUR TODAY. SHE'S UP TO HER EARS WITH BULLSHIT WITH THIS HOUSE ON TARO. SHE'S BEEN SUCKED IN THE INGRID WEB OF SHIT. I TALKED TO RICK RICKERT AND TO BEA THE AGENT. THEY ALL FEEL LIKE THEY CAN SELL IT QUICKLY, EVEN THOUGH IT FELL OUT OF ESCROW AGAIN.

9-23

I RECEIEVED A FAX FROM RICK LACEY FOR A DRAW FIRST THING IN THE MORNING. I MET HIM AT WE EXCHANGED INTEREST CHECKS ALONG WITH HIS DRAW. I ALSO RECEIVED A PAYOFF FOR NOAM'S PROPERTY. I'M GLAD TO HAVE ONE DONE WITH HIM. I'VE NOT HEARD FROM HIM IN A LONG TIME. HE DIDN'T LIKE MY VALUATIONS ON PROPERTIES. I CONFIRMED HTAT I'VE GOT A DEAL TO FUND TOMORROW. I HAD SOME MORE PAYOFF REQUESTS TOO. I GOT AN EMAIL LATE IN THE EVENING SAYING THAT THIS GUY WAS GOING TO TAKE THE LOAN OVER FROM RENE ON 29TH AVE. BUT HE NEVER CALLED, I HAVE NO INFO ON HIM. I GUESS WE'LL DO IT TOMORROW.

9-24

I GOT A LATE START ON THE DAY. MY FIRST CALL WAS AT 8 AM, I WAS STILL RIDING MY BIKE. PAT SYLVESTER WAS CALLING ME TO ENSURE I COULD FUND HIS PURCHASE OF RENE'S PROPERTY THAT I ALREADY HAVE A LOAN WITH. THEN I GOT A CALL FROM CHRIS WILSON, WANTING TO KNOW IF I HAD SENT HIS DOCS YET, WHICH I HADN'T. THEN I WAS CALLED BY GLORIA SAYING SHE'S GOT A BIG PROPBLEM. HER LAST PURCHASE, SHE HAS A GUY THAT WON'T LEAVE, FILING BK ETC ON HER. IT WILL JUST TAKE A WHILE BUT I THINK SHE'LL GET THE PROPERTY. I GOT ALL THE DOCS OUT FOR CHRIS'S PROPERTY. I NEVER HEARD BACK ON PAT'S. I GUESS MONDAY. HE'S ALSO GOING TO BUY SHAWN'S SHITTY TRIPLEX PROPERTY. JOHN RAY CALLED, WANTING ME TO FUND A PROPERTY TODAY FOR HIM. I WAS ABLE TO GET A WIRE IN AND GET IT DONE. THEN HE HANDED ME ANOTHER ONE FOR MONDAY. I MIGHT HAVE 500K GOING OUT MONDAY. WAYNE LEDET CALLED ME SAYING HE'S SENDING ME THE MONEY AND PAPERWORK. I'M THINKING IT'S JUST 100K.

9-27

I HAD A VERY BUSY DAY. I STARTED TYPING DOCS FOR NASHA DEAL, CALLED TO GET MY WIRE SENT TO ME. BEFORE I KNEW IT I HAD A PAY OFF ON THAT SHITTY TRIPLEX ON MISSION. I CALLED FRANK HE WAS GOING TO CLOSE ON HIS PLACE, DID HIS DEAL. QUICKLY PUT A BOOK TOGETHER FOR LUNCH MEETING. I RAN TO THE BANK GO MY STUFF DONE, WALKED OVER TO MEET FC. I QUICKLY LEARNED HE'S NOT AN ACCREDITED INVESTOR. I TOLD HIM SORRY I CAN'T TAKE YOUR MONEY. HE HINTED THAT TWO OTHER GLEN AND MARK AREN'T EITHER. I CAME BACK HOME TO A RAFT OF PHONE CALLS AND FAXES. I DIDN'T GET IT ALL DONE BEFORE I LEFT.

9-28

I HAD A FEW PAYOFF REQUESTS IN MY EMAIL. I ALSO HAD CONFIRMATION FROM CHRIS THAT THE 210K DEAL WAS READY. I TYPED UP THE DOCS, EMAILED THEM OFF, WIRED THE MONEY AND BY THE END OF THE DAY I RECEIVED THEM BACK. JOHN HAD FORGOTTEN TO SEND ME THE INFO ON A HOUSE THAT HE HAD BOUGHT LAST NIGHT I HAD TO GET HE WIRE IN AND GET THE MONEY OVER TO ANNE'S OFFICE. I CAME HOME AND WORKED ON PAPERWORK AND STARTED DOING MY END OF MONTH.

9-29

I WENT UP TO SCOTT'S HOUSE IN THE MORNING. HE SAYS HE HAS ANOTHER PERSON THAT MIGHT BE INTERESTED IN INVESTING. I'M WONDERING WHY HE'S SENDING THEM MY WAY OVER REEL, BUT I DON'T CARE. WHEN I GOT BACK HOME, I HAD A FAX REQUEST FROM RICK LACEY. AFTER LOOKING THROUGH IT, I FOUND THAT WE ARE CONFUSED. HE IS NUMBERING THE LOTS DIFFERENTLY THAN I AM. WE MET ON SITE, AND DISCOVERED HE FAXED ME A MAP THAT WAS WRONG. NOW I'VE GOT TO STRAIGHTEN IT ALL OUT. I DROVE BY TWO PROPERTIES THAT I HAD MISSED BEFORE. I HAD A PAY OFF REQUEST AND A PAYOFF FROM LARRY COFFMAN'S PROPERTY ON KRALL. JOHN HAS A DEAL FOR ME TOMORROW FOR CALICHIE.

9-30

THIS WAS TWO DAYS IN THE ROW THAT I WORKED 8 HOURS DAY! I TYPED UP THE DOCS FOR THE DEAL FOR CALICHE AND SENT NASHA TO THE BANK. I STARTED ON END OF MONTH RIGHT AWAY IT TOOK ME UNTIL 2PM. I RAN TO THE BANK AND SENT ALL THE CHECKS AND STATEMENTS. I GOT ONE PAY OFF FROM RANDALL ADDISON. I WORKED ON STRAIGHTENING OUT THE LOTS ON 29TH AVE. I HAVE THEM ALL DONE AND CORRECT. I HAVE NO DEALS FOR TOMORROW AND A LITTLE BIT OF CASH, I'LL MOVE IT AROUND AND PAY DOWN SOME LINES.

10-1

IT WAS A QUIET DAY. I RECEIVED ONE PAYOFF ON THE PROPERTY IN BUCKEYE. ROBIN HAS SENT ME A FEW GOOD LOANS NOW. I KNOW HE'S MAKING SOME MONEY OFF THE LISTING OF THESE PROPERTIES. I DEPOSITED THE CHECK FROM CALICHE FOR THEIR FIRST MONTHS PAYMENT ON THEIR PROPERTY. IT HAS A HIGHER LOAN TO VALUE, BUT GETTING INTEREST UP FRONT IS GREAT. I HAVE NOT RECEIVED THE REGISTERED LETTER FROM WAYNE LEDET, HE'S QUITE WORRIED ABOUT IT TOO.

10-2

WAYNE CALLED AGAIN, NO LETTER. WE ARE GOING TO WAIT UNTIL MONDAY AND THEN HE'S GOING TO DO JUST WHAT I TOLD HIM TO DO THE FIRST TIME, DEPOSIT THE MONEY IN TO MY ACCOUNT AND MAIL ME THE PAPERWORK.

10-4

WAYNE CALLED BY 10:30, NO MAIL AND NO LETTER. I CALLED HIM BACK AT NOON AND SAID IT DIDN'T' COME AGAIN. HIS WIFE WENT TO THEIR BANK, CANCELED THE CHECK AND DEPOSITED THE MONEY DIRECTLY IN TO MY ACCOUNT AND THEN FAXED ME THE PAPERWORK. BOB HAHN CALLED ALSO, HE SET UP A TIME TO COME BY MY HOUSE THURSDAY TO MEET AND INVEST I'VE GOT 5.8 MIL OUT RIGHT NOW, WITH WAYNE INVESTMENT 5.9, WITH BOB'S I'LL BE AT 6.0. I'VE GOT A FEW OTHER PEOPLE THAT ARE PLANNING TO INVEST ALSO.

10-5

IT WAS ANOTHER QUIET DAY, OTHER THEN ONE PAY OFF REQUEST AND A PAYOFF WIRE. I HAD TWO CALLS FOR DEALS THAT I MIGHT DO THIS WEEK. I'M SITTING ON A LITTLE CASH, SO I CAN EASILY DO THEM. I TALKED TO JESSICA ABOUT HER PROPERTY; SHE WANTS TO DUMP IT, ALTHOUGH SHE'S GOT TENANTS SO IT WON'T BE A GOOD DEAL FOR EVERYONE.

10-6

I HAD A PAYOFF REQUEST, THOUGH IT'S NOT CLEAR IF IT'S GOING TO REALLY HAPPEN OR NOT. I TALKED TO MY TWO DEALS TODAY, BOTH LOOK LIKE THEY ARE GOING THROUGH ONE, FRIDAY OR MONDAY, THE OTHER SOMETIME NEXT WEEK. I HAD TO RESCHEDULE WITH BOB HAHN OUR APPOINTMENT TOMORROW BECAUSE OF NASHA'S APPOINTMENT BEING CHANGED, HE WAS FINE WITH IT.

10-7

I HAD ONE PAY OFF REQUEST, LATE IN THE DAY I HAD A DEAL FOR MONDAY FOR 215K FOR SHAWN ROMERO. BOB HAHN AND HIS WIFE LIZ STOPPED BY FOR THEIR MEETING I SPENT 1 ½ HOURS WITH THEM. I LIKE THEM AS PEOPLE VERY MUCH. THEY WERE REALLY GREAT. HE INVESTED 50K.

10-8

I FINISHED PUTTING ALL THE PAPERWORK AWAY, THEN CONFIRMED OUR DEAL FOR TODAY. I TYPED IT ALL UP AND MET THE CHIRO. A NICE GUY, HE'S DONE ONE OTHER LIKE THIS, BUT STILL PRETTY NEW. I DROPPED OFF THE CHECK AND MADE SURE THAT HE GOT INSURANCE. I HAD A PAYOFF REQUESTS, BUT NO CLOSES. JUST AS WELL, IT'S A THREE DAY WEEKEND. I ALMOST WIRE OFF MONEY TODAY BUT I'M DOWN TO 100K AND I

NEED 200K ON TUESDAY, THE WIRING COSTS WOULD TAKE MOST OF THE SAVINGS FROM INTEREST. I MADE CALLS ON MOST OF MY DEALS AND GOT UPDATES ON A FEW OF THEM.

10-12

I CHECK ON THE DEAL WITH SHAWN, IT GOT MOVED UNTIL TOMORROW AND THEN IT IS NOW BEING BOUGHT BY SOMEONE ELSE, BUT IT'S A GUY THAT I'VE DONE DEALS WITH BEFORE. I GOT A CALL FROM ROBIN SKELTON FOR A DEAL THAT HE WANTS ME TO FUND FOR ANOTHER ONE OF HIS CLIENTS. I'VE HAD REALLY GOOD LUCK WITH HIS CLIENTS. I GOT PAID OFF ON ONE OF STEVE MURRAY'S HOUSE, ONE OF THE WORST ONES WE HAD DONE. I HAVE TWO DEALS FOR TOMORROW; I'LL BE JUST UNDER A 6 MILLION. I WENT TO THE POST OFFICE TO TRY TO RETRIEVE THE REGISTERED LETTER THAT WAYNE SENT ME, THEY COULDN'T FIND IT. THE SAGA CONTINUES WITH THIS DAMN THING.

10-13

I TYPED UP THE DOCS AND SENT OFF THE WIRE FOR BOTH DEALS. I NEVER HEARD BACK FROM EITHER OF THEM, SO I GUESS IT WENT WELL. I DECIDED TO DRIVE OUT AND LOOK AT A FEW HOUSES, ONE THAT I FUNDED THIS MORNING AND TWO THAT I MIGHT BE FUNDING THIS WEEK. ONE OF WHICH THAT I DON'T THINK HAS THE VALUE IN IT THAT THE GUY SAYS THERE IS. I'M FULLY INVESTED 6 MILLION. I SHOULD SEE SOME PAYOFFS THIS WEEK.

10-14

I MADE SOME CALLS ON STATUS OF PROPERTIES. I RECEIVED A CHECK FROM JOELLE FOR WILSHIRE. I GOT IN SOME DOCS TOO. I TALKED TO MIKE AFFRONTI ABOUT A PROPERTY. I DROVE BY IT, AND IT'S A GOOD PROPERTY FOR WHAT HE IS GOING TO DO, I THINK THE PRICE IS THERE. I'M GETTING SOME FLAK ON ONE OF GLEN'S PROPERTIES; HE THINKS IT'S WORTH A LOT MORE THAN IT IS.

10-15

I CHECKED OVER RICK LACEY'S DRAW, FOR THE FIRST TIME IT ALL MATCHED UP, I THINK WE'VE GOT IT ALL STRAIGHT NOW I CALLED HIM EARLY AND MET HIM TO GIVE HIM HIS CHECK. I DROVE BY THE POST OFFICE AGAIN TO SEE IF I BROUGHT BACK THE TRACKING NUMBER THEY COULD FIND THE LETTER. THE GAL TOLD ME SHE DIDN'T HAVE IT IN THE STATION. WHEN I RETURNED HOME, STEVE MY POSTMAN HAD LEFT A CARD IN MY DOOR SAYING HE HAD THE DAMN LETTER. I SPOKE TO MARK ABOUT TARO, HE'S WORKING ON GETTING THE LIST DONE, DOESN'T KNOW IF ANYONE IS GOING TO PAY ME INTEREST HE STILL THINKS IT WILL CLOSE BY THE END OF THE MONTH, I DOUBT IT. NOTHING MUCH ELSE HAPPENED IN THE DAY.

10-18

I HAD TWO PHONE CALLS AND ONE PAY OFF REQUEST, OTHERWISE NOTHING HAPPENED ALL DAY. I RECEIVED A BUNCH OF PAPERWORK IN THE MAIL.

10-19

I MADE SOME CALLS ON LOANS TO SEE THE STATUS, TALKED TO A FEW PEOPLE, BUT NOTHING ELSE MUCH GOING ON. I FINALLY RECEIVED WAYNE'S LETTER WITH THE CHECK IN IT, TOOK NEARLY A MONTH.

10-20

I WENT UP TO SCOTTS; HE'S SAYING THAT THIS IS THE SLOWEST MONTH OF THE YEAR. I TALKED WITH A FEW MORE PEOPLE, AND QUOTED ONE LOAN THAT AFTER DOING IT, I WOULDN'T DO IT. THE GUY IS SMOKING DOPE ON HIS VALUATION I GOT A CALL FROM RICK VULLO, HE RECEIVED A RELEASE ON A PROPERTY THAT I'M STILL OWED MONEY ON, AND DREW SCREWED UP! SHE SAID SHE WOULD FIX IT.

10-21

I HAD ABOUT 3 CALLS ALL DAY LONG. ONE OF THEM FOR A SCREWY LOAN THAT I PASSED ON TO SCOTT. A FEW MORE TRYING TO GET SOME DOCS FIGURED OUT.

10-22

I TALKED TO ROBERT ABOUT THE LOAN THAT I PASSED ON; THEY ARE GOING TO DO IT THE GUY I CALLED BACK WAS QUITE EXCITED. I MADE SOME CALLS AND TALKED TO A FEW BORROWERS ABOUT WHERE THINGS ARE AT. THEN I GOT A CALL FROM RICK LACEY NEEDING $900 DRAW, WHICH IS STUPID LOW DOLLAR AMOUNT. I DROPPED BY THE BANK FOR A NOTARY AND SCOTT CALLED FOR A FRIEND THAT HE WANTED ME TO SEND HIM A MEMORANDUM. I GOT A PAYOFF REQUEST AND DREW TOLD ME THAT SHE WIRED ME MONEY ON MY OLDEST LOANS WITH RICK VULLO.

10-23

I GOT AN EMAIL FROM MARK WENIG; HE WANTED TO INVEST ANOTHER 50K. HE CAME BY THE HOUSE AND I TYPED UP THE DOCS FOR HIM.

10-25

TODAY I FINALLY HAVE A LITTLE BIT OF ACTION I RECEIVED THE PAYOFF FOR 111TH; IT WAS ONLY A 50K LOAN SO NOT A LOT OF MONEY OR INTEREST. I RECEIVED 5 PAY OFF REQUESTS, WHICH KEPT ME BUSY. THEN NASHA CALLED SAYING ONE OF THEIR CLIENTS IS BUYING A PROPERTY AND NEEDED FUNDING. I HAD TWO PAY OFF REQUESTS FOR HIS TWO PROPERTIES THIS MORNING. I DROVE BY IT TO SEE IT. IT'S A DUMP OF A FOUR-PLEX. HE ALREADY OWNS THE ONE NEXT DOOR AND HAD SCOTT FINANCE HIM AND REFINANCED IT.

10-26

I RECEIVED IN THE WIRE I WAS HOPING THAT MY IIB BANK WOULD SEND FIRST THING. I TYPED UP THE DOCS AND GAVE NASHA A CHECK TO TAKE THE BANK TO CASHIER. I HAD 3 PAYOFF REQUESTS THIS MORNING. I MET RICK LACEY FOR INTEREST CHECK AND SMALL DRAW. NASHA GOT A PAYOFF CHECK FOR ME FOR ONE OF AIA PROPERTIES. I HAD A FEW CALLS FOR POSSIBLE DEALS, NONE THIS WEEK. TARO WAS SUPPOSED TO CLOSE TODAY BUT IT DIDN'T NOW THAT THE REALTOR IS GOING OUT OF TOWN, I WONDER IF IT WILL TOMORROW OR NOT.

10-27

MY FIRST CALL STARTED OFF WITH NICOLE TELLING ME THE PROBLEMS WITH TARO. IT STILL MIGHT CLOSE BY FRIDAY. THERE IS 5K WORTH OF STUFF THAT NEEDS TO BE DONE AND THE BUYERS WON'T CLOSE WITH OUT IT NOW THE REALTOR IS DOING THE WORK. I HAD A FEW MORE CALLS FROM TITLE OFFICERS TRYING TO GET FILES CLOSED. SCOTT HAS A LOT OF DEALS, SO IF A LOT OF MONEY COMES IN I CAN GET SOME MONEY BACK OUT.

10-28

THE QUIET DAYS ARE BEHIND ME FOR NOW. I HAD THREE PAYOFFS TODAY, WHICH IS GOOD BECAUSE OUT OF THE BLUE I HAVE TWO DEALS TO FUND THAT ARE SMALL AND THEN 400K DEAL ON A 900K HOUSE. SO I'M SHORT SOME 65K OR MORE. I THINK SCOTT CAN COVER ME. I STARTED TO DO END OF MONTH TODAY, WHICH AFTER THE WHOLE DAY IS A GOOD THING. I'M NOT SURE I'LL BE ABLE TO GET OUT TOWN EARLY TOMORROW.

10-29

I TYPED UP THE DOCS AND SENT THE MONEY FOR THE FIRST TWO DEALS IN THE MORNING. I CALLED BOTH THE BORROWERS AND TOLD THEM TO FAX ME THE INSURANCE. MIKE FAXED ME HIS LATE IN THE DAY. GLENN NEVER FAXED ME HIS, I CALLED HIS INSURANCE AGENT SHE SAID HE HADN'T GIVEN THEM ALL THE INFO. I PUT HIM ON THE LINE WITH ME, HE COULDN'T TELL THE GAL, IF THERE WAS SOMEONE LIVING IN IT; HE HAD NOT EVEN BEEN TO THE HOUSE. I WAS PISSED, THERE WAS NO WAY WE COULD INSURANCE LATE IN THE DAY. I WENT OFF ON HIM ABOUT THE LIABILITY; I'LL KNOW BETTER NEXT TIME. HE ALSO CHANGED THE NAME IT WAS GOING TO BE VESTED IN AFTER I HAD SENT THE DOCS. I REALLY DON'T LIKE THIS DEAL. I GOT THE CHECK AND DOCS DONE OF THE 400K DEAL. I CALLED HIM AND TOLD HIM TO MAKE SURE HE GOT INSURANCE HE SAID HE WOULD. I CHECKED WITH LATE IN THE DAY, HE SAID HE WAS BUSY AND NEVER GOT THE INSURANCE FORM FAXED OFF. HE CALLED ME AT 7:30PM WHEN I WAS ON THE PLANE TO TELL ME HE HAS VERBAL COVERAGE FOR THE WEEKEND. WE'LL HOPE THERE ARE NO PROBLEMS UNTIL MONDAY.

11-1

IT WAS A CIRCUS FROM JUMP I GOT IN EARLY FROM SPOKANE; I HAD MESSAGES ABOUT STUFF STARTING AT 7:30AM. I GOT THE INSURANCE FROM THE TWO PARTIES THAT SCREWED UP FRIDAY. I GOT MY WIRE IN FROM IIB AND TYPED UP THE DOCS. I GOT IN A WIRE FOR DES MOINES, BUT IT WAS THE WRONG DOLLAR AMOUNT. I GOT MY CHECK AND TOOK IT DOWN TO NASHA'S OFFICE, PICKED UP PAPERWORK AND THEN FILED SOME DOCS. WHEN I GOT HOME I RECEIVED IN A WIRE FROM TARO. FINALLY, MY LAST LOAN THAT HAS INGRID'S CLAWS ON IT. I'VE GOT SOME PAY OFF REQUESTS TO DO IN THE MORNING AND ONE MORE DEAL THAT'S GOING TO CLOSE ON WEDNESDAY.

11-2

I DIDN'T GET ANY PAYOFFS BUT I GOT 3 MORE REQUESTS. I RECEIVED A CHECK FOR INVESTMENT FROM JACK DAVIS, I WAS QUITE EXCITED. I'VE COLLECTED 200K OF NEW MONEY THIS MONTH. JOHN HAS MY CHECK FROM MARY FOSTER FOR THE SHORT PAY I RECEIVED ON DES MOINES. I'VE GOT A DEAL LINED UP FOR THURSDAY TOO.

11-3

A PRETTY QUIET DAY, I HAD 2 REQUESTS FOR PAYOFFS, I WAS PAID OFF ON ONE THAT I WAS CALLING ABOUT, AND I MIGHT HAVE A NEW DEAL FOR FRIDAY FROM SHAWN ROMERO. I WENT UP TO SCOTT'S IN THE MORNING; HE WAS FLUSH WITH CASH, AFTER GIVING AWAY DEALS YESTERDAY. NIHAD WANTS 100K BACK TO GIVE TO LORINDA, I'LL HAVE TO TRY TO WORK THAT IN WITH MY OTHER REQUESTS

11-4

I TYPED UP THE DOCS FOR MICHAEL AFFRONTI'S DEAL, I TRIED TO SEND THE WIRE, AND IT WOULDN'T GO. I GOT A CALL FROM THE BANK AND IT WAS BECAUSE MY COLLECTED BALANCE WAS 7K SHORT. I HAD TO TRANSFER IN 7K AND THEN MY WIRE WENT OUT

RICK LACEY FAXED ME A DRAW REQUEST, IT WAS FOR NEARLY 30K. I MET HIM AND THEN RAN TO THE BANK AND DROVE BY THE MILLION DOLLAR HOUSE I LOANED ON THIS WEEK. GREAT HOUSE, WONDERFUL NEIGHBORHOOD, HUGE YARD, IT JUST IS VERY DATED IN ITS LOOK. I HAD A FEW MORE PAYOFF REQUESTS MIGHT HAVE ONE TOMORROW CLOSE, OR TWO.

11-5

I DID SOME PAPERWORK AND CALLED ON A FEW PROPERTIES TO FIND OUT WHERE THE WIRE WAS, NONE CAME IN TODAY. I DROVE BY THE HOUSE ON MISSOURI, THE VALUE THEY SAID IT WAS WORTH, ISN'T CLOSE. I WENT TO NASHA'S OFFICE, JOHN HAD A DEAL FOR ME AND THEN I HAD A GUY CALL ME FOR A DEAL. BOTH SEEMED OK, ONE WAS FOR DECEMBER THE OTHER THE GAL IS PUTTING DOWN 50K ON 110K DEAL. I HAD SEVERAL MORE CALLS ON PROPERTIES, I DIDN'T GET ANY PAYOFFS.

11-8

WHEN I CHECKED MY BANK ACCOUNT IN THE MORNING, I ALREADY RECEIVED TWO PAYOFFS; WHICH WAS GREAT SINCE I HAD TWO DEALS FOR TODAY. I TYPED UP THE DOCS FOR THE TWO DEALS AND MADE THE CALLS. THEN THE ONE DEAL, THE GAL WANTED TO DO IT TOMORROW; I TOLD HER THAT SHE'D BE CHARGED FOR TODAY. I WENT DOWN TOWN TO MEET TWO GUYS THAT WANT TO DO HARD MONEY LOANS. THEY HAVE TWO PROPERTIES, BOTH DUMPS THEY WANT TO DO. I SAID I'D DO ONE OF THEM AFTER DRIVING BY THEM. I HAD SOME CALLS FOR PAYOFFS AND POSSIBLY NEW DEALS. JOHN FAXED ME ONE TONIGHT, PLUS I HAVE SHAWN ROMERO'S TOMORROW.

11-9

THE DEAL FOR SHAWN GOT PUSHED OUT AGAIN. I TYPED UP THE DOCS FOR JOHN AND THEN TOOK THE CHECK DOWN TO HIS OFFICE. I RECORDED THE DOCS AND WENT TO STAPLES. WARREN KINGSBURY PAID ME DOWN $200K TODAY. I ALSO GOT A PAYOFF FOR ELWOOD PROPERTY. I'VE GOT ONE DEAL FOR TOMORROW AND ONE MORE IN A FEW WEEKS LINED UP.

11-10

THE DEAL FOR SHAWN GOT PUSHED OUT UNTIL FRIDAY NOW. I HAD NO PAY OFFS AND NO FUNDING. I DID HAVE SOME REQUESTS FOR PAYOFFS AND LOTS OF CALLS BUT NOT A LOT HAPPENED. CYNTHIA'S DEAL FELL THROUGH, SO SHE'S SENDING ME AN INTEREST CHECK, LENNY MOON, KEEPS STRINGING ME ALONG, AND I'VE NOT RECEIVED A CHECK FROM MFS YET. TOMORROW IS A HOLIDAY SO I'LL TAKE THE DAY OFF.

11-11

THE BANKS ARE CLOSED FOR VETERANS DAY, SO I HAD A QUIET DAY. I WAS CALLED BY ONE TITLE OFFICER; HE'S WIRING ME MONEY ON NOAM'S PROPERTY TOMORROW. I WENT UP TO MEET WITH TOM SMITH AT AIR TASER, HE IS INVESTING 200K MORE AND I MET WITH A CO WORKER, DAVE DUBAY, HE'S GOING TO INVEST 100K. I GOT A CALL FOR A POTENTIAL DEAL NEXT WEEK, A NEW GUY, NOT SURE THAT WILL HAPPEN.

11-12

I TYPED UP THE DOCS AND SENT THEM OFF TO THE TITLE OFFICES, I WIRED THE MONEY. I RECEIVED IN THE 200K WIRE FROM TOM SMITH. I THEN GOT MY PAYOFF FROM NOAM'S LOAN. I HAD A FEW CALLS AND ONE REQUEST FOR PAYOFF. I CALLED MIKE FOSSUM

ABOUT HIS LOAN, HE SAID THE CHECK'S IN MAIL. I WIRED OFF SOME MONEY, THE TWO DEALS FOR MONDAY LOOK TO BE MOVED TO TUESDAY.

11-15

I HAD A CALL FOR ONE PAYOFF. MADE A FEW CALLS ON LOANS TO SEE WHERE THEY ARE AT. I TALKED TO LENNY; HE SAYS HE'S PAYING ME OFF IN A DAY OR TWO WITH MGF FUNDING. I HOPE HE'S NOT STRINGING ME ALONG. LATE IN THE DAY I GOT CALLS FOR 2 DEALS FOR TOMORROW DAMIAN WANTS ME TO LOOK AT A PROPERTY TOMORROW FOR HIM TO DECIDE ON ONE. TOMORROW IS GOING TO BE A VERY HECTIC BUSY DAY.

11-16

I TYPED UP THE DEALS FOR NASHA'S OFFICE; I HAD TO WAIT FOR A WHILE TO CONFIRM MIKE'S DEAL. I CONFIRMED IT WITH HIM AND TAMARA, THEN LATER IN THE DAY SHE SAID SHE COULDN'T GET IT DONE AND RETURNED THE MONEY TO ME. I DROPPED THE CHECK OFF AT THE TRUSTEE OFFICE AND THEN DOWN TOWN AT NASHA'S OFFICE. NASHA HAS A DEAL FOR TOMORROW THROUGH HER OFFICE AND I GOT CALL ON A PAYOFF FOR JEFF HOWARD. I PICKED UP JOHN FROM THE AIRPORT AND WE WENT STRAIGHT TO THE COURSE. MIKE WAS THERE ALREADY AND ALEX SHOWED UP SOON AFTER. WE DIDN'T PLAY TO WELL, AT LEAST THE THREE OF US, MIKE PLAYED REALLY WELL. JOHN I BUGGING ME ABOUT BUYING IN TO DENSCO, I'M REALLY NOT HOT ON THE IDEA, BUT I'LL LISTEN I GUESS.

11-17

I HAD ANOTHER CRAZY DAY; I HAD MY PHONE RINGING OFF THE HOOK STARTING AT 8:30AM. I FIGURED OUT WHERE THE WEIRD WIRE CAME FROM, IT WAS JEFF'S MONEY ON THE DEAL THAT CLOSED YESTERDAY. I TYPED UP THE NEW DOCS FOR NASHA, GAVE HER A CHECK AND OFF SHE WENT. I HEADED UP TO SCOTT'S FOR A MEETING. HE BOUGHT A HOUSE IN MEXICO, A MILLION DOLLAR HOUSE, MIGHT BE A GOOD PLACE TO RUN DOWN TO FOR A SOME FUN WHEN I GOT BACK, I HAD A DRAW CHECK FROM RICK LACEY, HAD TO RUN BACK UP THERE TO MEET HIM. THEN I SPENT 3 HOURS DOING PAPERWORK. I HAD ONE DEAL GET PUSHED OUT FOR 2 WEEKS, ANOTHER DEAL NOT SURE WHAT IS GOING TO HAPPEN, AND A NEW ONE FOR TOMORROW. NASHA FINALLY FILED ALL MY DOCS FOR ME TODAY. I TALKED A LITTLE BIT TO JOHN ABOUT PUTTING SOME SERIOUS DOLLARS IN TO MY FUND OR ONE THAT SCOTT IS DOING MULTI-STATE. WE'LL SEE WHAT COMES OUT OF IT.

11-18

I DID ONE DEAL TODAY BUT I THINK IT'S GOING TO GET PAID OFF QUICKLY. I HAD A FEW PAYOFF REQUESTS TODAY, PROBABLY 4 OR SO. I'VE GOT ONE DEAL MOVED FROM TODAY TO TOMORROW. MICHAEL BANKSTON IS GOING TO USE ME TO BUY A HOUSE QUICKLY. ARDEN AND NINA CALLED, THEY ARE INVESTING 50K WITH ME, THEY DEPOSITED THE CHECK TODAY. MO IS SELLING SOME MUTUAL FUNDS AND IS GOING TO INVEST 50K WITH ME ALSO. I'VE HAD ANOTHER GOOD QUARTER OF NEW MONEY.

11-19

IT WAS A QUIET DAY. CATHERINE'S DEAL GOT PUSHED TO MONDAY. I GOT A PAYOFF ON 94TH PLACE. GLORIA ROSS WAS FREAKING OUT BECAUSE IT TOOK SO LONG TO EVICT THE PEOPLE, SHE PAID ME OFF TODAY. WITH ALL THE CASH IN THE ACCOUNT I PAID BACK DOWN MY LINE 150K. TALK TO MICHAEL, HE'S LOOKING FOR A PLACE TO BUY THIS WEEKEND. I HAD ONE PAYOFF REQUEST, WHICH IS SCHEDULED FOR MONDAY, BUT I DOUBT IT WILL HAPPEN.

11-22

I RECEIVED CONFIRMATION THAT CATHERINE'S DEAL WAS READY TO ROLL, I SENT THE DOCS AND THE WIRE. I FOUND OUT THAT I DIDN'T HAVE ENOUGH COLLECTED FUNDS, SO I HAD TO TRANSFER FUNDS IN IT. THEN I RECEIVED A 215K PAY OFF ON ONE OF CHRIS'S PROPERTIES. I'VE GOT SEVERAL DEALS THAT COULD CLOSE BY WEDNESDAY; I DON'T WANT TO HAVE A TON OF CASH FOR 4 DAY HOLIDAY BREAK. I TALKED TO CYNTHIA; SHE HAS HER PROPERTY BACK IN TO ESCROW, SO I WON'T MAKE HER PAY UP SOME MORE INTEREST.

11-23

I HAD ONE PAYOFF REQUEST, BUT SHE NEVER FAXED IT TO ME I RECEIVED 6 MONTHS OF INTEREST FROM RICK VULLO FOR KRALL. RICK LACEY CALLED, HE NEEDED A BIG DRAW BECAUSE HE'S OVER ON THE HOUSES HE'S BUILDING, I KNEW THAT WAS COMING. HE'S MAILING ME HIS INTEREST CHECK BECAUSE HE FORGOT HIS CHECK BOOK. I'M MEETING WITH DAVE TOMORROW FOR TAX PLANNING. I LET SCOTT AND ROBERT KNOWS THAT I HAVE CASH AND I MIGHT HAVE A LOT MORE AFTER TOMORROW.

11-24

AFTER GETTING A LATE START IN THE OFFICE, I HAD A RUSH DAY UNTIL 1:30 PM. I SENT OFF A PAYOFF AND RELEASE THEN DROVE UP TO SCOTT'S. HE HAD A DEAL FOR ME SO THAT I WOULDN'T BE SITTING ON SO MUCH CASH FOR THE 4 DAY HOLIDAY I RECEIVED IN A PAYOFF ON PICCADILLY. I MET WITH DAVE PRESTON ABOUT TAXES; DENSCO IS GOING TO MAKE A LOT OF MONEY SO I WILL BE PAYING A LOT IN TAXES. I DROVE BACK UP TO SCOTT'S TO GET THE DOCS AND GIVE THEM A CHECK. HE'S GOT ANOTHER DEAL FOR ME TO BE PART OF A LAND DEAL. I'M A SMALL PART AND I DON'T THINK THE RISK IS THAT BIG. WE'LL TALK MORE ON FRIDAY.

11-27

I MET JOELLE AND HER BROTHER ALONG WITH KENT'S BROTHER AND I THINK JOELLE'S BOYFRIEND WE HAD A GREAT DISCUSSION ON WHAT I DO, SUGGESTIONS, WHAT KENT DOES I AM HOPING THAT HE IS ABLE TO REFER CLIENTS TO ME FOR INVESTMENT HE WORKS AT AN INVESTMENT ADVISORY COMPANY FOR MILLIONAIRES. HOWEVER HE'S NOT IN A POWERFUL POSITION.

11-29

I HAD A PAYOFF DELIVERED VIA CHECK FROM TORI'S OFFICE. IT WAS ONE OF KATE AND ALLIE'S PROPERTIES, WHICH I'M GLAD TO REDUCE THE NUMBER WITH HIM. I ALSO GOT PAID OFF ON JOELLE'S PROPERTY ON WILSHIRE. I SHOULD GET PAID OFF ON KRALL TOMORROW; I'M GUESSING I'LL HAVE A FEW TOMORROW. I HAD A FEW CALLS FOR PROPERTIES; VICTOR DODGE IS GOING TO DO ANOTHER ONE AT THE END OF THE WEEK. I HAD A DEAL THAT I THOUGHT WAS GOING TO GO THROUGH, BUT THEY NEVER CALLED BACK, THE MUST NOT WON THE BID. MIKE AFFRONTI CALLED WITH ANOTHER PROPERTY TOO.

11-30

THIS WAS ONE NUTTY DAY FROM BEGINNING UNTIL 8 PM AT NIGHT. I HAD 3 PAYOFFS FOR A TOTAL OF 400K. I FUNDED THE LAND DEAL WITH SCOTT. THEN I HAD ALL THIS CASH THINKING HOLLY SHIT, THEN I GOT CALLED BY NOAM, HE HAS TWO DEALS FOR THURSDAY, SCOTT HAS A DEAL FOR TOMORROW, VIC DODGE CALLED FOR A DEAL

TOMORROW AND ONE ON FRIDAY, JOELLE'S DEAL WILL BE FRIDAY, AND JOHN FAXED OVER A DEAL FOR TOMORROW. THE MONEY WILL BE PUT TO WORK. ON TOP OF THAT I HAD TO DO END OF MONTH, WHICH IS GETTING TO BE QUITE TIME CONSUMING NOW THAT I'VE GOT SO MANY INVESTORS. I TALKED TO LENNY WALTERSCHEID, HE SAYS HE'S GOING TO INVEST MORE, BUT NEEDS IT IN APRIL. I WORKED STRAIGHT FROM 8 AM TO 8 PM. TOMORROW WILL BE NEARLY AS BUSY. BUT SINCE I ONLY WORKED 3 DAYS LAST WEEK, I GUESS THAT'S OK.

12-1

THE NUTTY DAY CONTINUED FROM YESTERDAY. I WAS IN MY OFFICE BY 8 AM, AND STARTED TO TYPE. IT TOOK ME UNTIL 9:30 TO HAVE ALL THE DOCS TYPED UP AND SENT TO EVERYONE. NASHA AND I LEFT TO THE BANK; I GET THE SLOWEST TELLER IN THE WORLD. WE DROP OFF THE CHECK TO SARAH. HEAD TO NASHA'S OFFICE, VICTOR WAS THERE WAITING FOR US. WE GOT HIM ALL SIGNED AND THEN I LEFT FOR NBI. THAT WENT SMOOTHLY SURPRISINGLY. I STOPPED BY SCOTT'S PICKED UP PAPER WORK AND TALK TO THEM FOR A WHILE. I CAME BACK TO AIA'S OFFICE, ATE AND WAITED FOR EDGAR TO GET THERE. HE'S A YOUNG KID, DOESN'T KNOW MUCH, I WONDER IF THIS WILL EVEN COME TOGETHER NEXT WEEK. I RECORDED THE DOCS I HAD AND JOHN CAME BACK NEEDING MONEY FOR TOMORROW. I TALKED TO NOAM, EVERYTHING SHOULD COME THROUGH TOMORROW. I RECEIVED TWO MORE PAYOFFS TWO OF MY OLDEST LOANS. TOMORROW IS GOING TO BE A BUSY DAY TOO; I HOPE I GET SOME MORE PAYOFFS IN BECAUSE I'M BURNING THROUGH THE CASH AS QUICKLY AS I GET IT IN.

12-2

I TYPED UP THE DOCS FOR GLENN'S INFO. I CALLED HIM AND MADE SURE HE HAD HIS SHIT STRAIGHT ON THIS ONE. I GOT RICK'S DRAW READY FOR HIM ALSO. I HAD TO TYPED UP AND SEND DOCS FOR TOMORROW'S DEAL ALSO. PLUS I HAD ABOUT 2 HOURS OF PAPERWORK THAT I LEFT ON MY DESK FROM LAST NIGHT. JUST AS I WAS ABOUT TO CALL NOAM, I RECEIVED THE OVER NIGHT LETTER AND TOOK IT TO NBI. I GAVE THEM CHECKS, DOCS AND LEFT WITH WHAT I NEEDED. I WENT TO AIA'S OFFICE AND MET GLENN FOR THE FIRST TIME AND ALSO MARY FOSTER. THEN I RECORDED ALL THE DOCS AND THEN SENT THE DOCS OVER NIGHT BACK TO NOAM. I RECEIVED THE PAYOFF FOR GISSETTE'S PROPERTY IN MESA.

12-3

THE DAY STARTED SLOW AND THEN WENT NUTTY AGAIN. I SENT OF F THE MONEY FOR JOELLE'S DEAL. THEN I DID PAPERWORK FOR A WHILE. WHILE I WAS AT LUNCH, VICTOR CALLED; HE HAD BOUGHT A PROPERTY LAST NIGHT AND DIDN'T CALL ME UNTIL NOON. I HAD TO GO BACK HOME, TYPE UP THE PAPERWORK AND GET A CHECK. I TOOK IT TO NASHA'S OFFICE. I CAME BACK AND PICKED UP THE RECEIPT AND RECORDED IT ALONG WITH SOME OTHER DOCS. I GOT PAID OFF FOR ONE DEAL FROM AFFRONTI, AND ALSO HAVE A DEAL FOR VULLO ON MONDAY.

12-6

I MADE CALLS ALL DAY LONG GETTING THE STATUS OF ALL THE PROPERTIES, I DIDN'T CURRENTLY KNOW ABOUT. JAY WAS HAVING TROUBLE WITH THE CITY, EVICTIONS WERE DONE, AND REHAB WAS STARTED. I GOT ONE PAYOFF FOR AIA'S PROPERTIES. I'VE GOT SEVERAL THAT SHOULD CLOSE THIS WEEK. MIKE AFFRONTI CALLED ON TWO PROPERTIES, I GAVE HIM COMPS. I BOUGHT SOME OFFICE SUPPLIES AND LOOKED AT GETTING SOME NEW NET WORKING EQUIPMENT.

12-7

OTHER THEN RECEIVING SOME FAXES, DOCS AND TWO CALLS ON POSSIBLE PROPERTIES IT WAS A REALLY QUIET DAY. I DID TALK TO DAVE DUBAY ABOUT INVESTING, HE'S JUST GOT TO GET HIS SHIT STRAIGHT FOR HIS C CORP AND HE CAN DO IT, HOPEFULLY BEFORE YEAR END.

12-8

I DID SOME PAPERWORK AND WAITED FOR THE DAMN LETTER TO COME FROM NOAM. IT DIDN'T' ARRIVE BY THE TIME I LEFT FOR LUNCH. I RECEIVED THE CHECK FINALLY FROM ROB, BUT IT'S THE ONE HE PUT A STOP PAYMENT ON. I MET TOM VOLHEIM FOR LUNCH. NICE GUY SEEMS TO HAVE A LOT OF ENERGY, DOING HIS RESEARCH BUT I THINK HE'S GOT A WAYS TO GO BEFORE HIS FIRST DEAL. I DROPPED BY SCOTT'S, PICKED UP PAPERWORK AND TALKED TO HIM FOR A BIT. I CAME HOME AND FOUND THE FEDEX ENVELOPE UNDER THE DOOR, SO I RECORDED THOSE DOCS. NOAM CALLED ME WITH ANOTHER PROPERTY, A NICE, ONE IN SUN LAKES. RICK LACEY HAD A DRAW, AND I GOT A PAYOFF ON RANDY BOS PROPERTY, LAST ONE THAT I DID FOR HIM.

12-9

I RECEIVED A PAYOFF FROM BRITTON, ONE OF JAMES HARRISON'S PROPERTIES. I CALLED ON ALL MY PROPERTIES THAT ARE SUPPOSED TO GO TOMORROW. TWO OF THEM ARE POSTPONED, ONE OF THEM I DID TODAY, AND LAST ONE I NEVER HEARD BACK FROM. I SENT THE MONEY IN FOR THE DEAL FOR EDGAR, BUT THEN THEY TITLE OFFICE CALLS, THEY DON'T HAVE HIS WIRE, HE CALLS ME AND SAYS STUFF ISN'T RIGHT, I GET A COPY OF THE DEED EVERYTHING IS CORRECT, I DON'T UNDERSTAND WHAT HE'S TALKING ABOUT, I'M BEGINNING TO WONDER ABOUT THIS WHOLE DEAL. I WILL GET IT STRAIGHTEN OUT TOMORROW WITH HIM. IT LOOKS LIKE I HAVE ONE FOR SURE TO FUND AND MAYBE ANOTHER BUT IF NOT, NO BIG DEAL. I'M A GOOD CASH SITUATION.

12-13

THE TITLE COMPANY CALLED ME TO CONFIRM THAT I WANTED MY MONEY BACK, I SAID I DID, THEY SAID THEY WOULD WIRE IT. I CALLED AT 2:30 AND THEY SAID IT HAD JUST GONE OUT, I NEVER GOT IT I CALLED AND LEFT MESSAGES FOR BOTH THE ASSHOLES. I HAD ONE DEAL TO FUND FOR CHRIS WILSON TODAY. I HAD TWO PAY OFF REQUESTS AND A NEW DEAL FOR VULLO THEN TURNED IN TO SHAWN ROMERO FOR TOMORROW. I WAS GOING TO FUND IT WITH THIS MONEY FROM WIRE I WAS SUPPOSED TO GET IN TODAY. I TALKED TO NANETTE AND TALKED HER OUT OF THAT HOUSE ON PASEO. ROBIN CALLED ME; HE'S GOT ANOTHER ONE FOR ME MAYBE END OF THE WEEK.

12-14

I STARTED CALLING FIRST THING IN THE MORNING TRYING TO FIND OUT WHERE THE HELL MY WIRE WAS FROM THIS FUCKING TITLE COMPANY. SHE TELLS ME THEY REJECTED IT THAT WAY IT WOULD COME BACK TO ME. IT FINALLY SHOWED UP AROUND 1 OR SO. I HAD TO BRING IN 200K FROM MY CREDIT LINE SO THAT I COULD FUND A DEAL FOR SHAWN ROMERO. I'VE GOT ANOTHER DEAL FOR TOMORROW AND MAYBE ONE MORE BY WEEK END. I HAD THREE CALLS FOR MORE DEALS FOR NEXT WEEK. NO PAYOFFS TODAY, MAYBE TOMORROW, I KNOW I'LL HAVE MORE BY WEEK END

12-15

BESIDES A FEW PHONE CALLS, ALL I HAD WAS A DRAW REQUEST FROM RYMAX. THE DEAL I WAS GOING TO FUND WAS MOVED UNTIL FRIDAY. I NOW HAVE 3 DEALS FOR FRIDAY. I CALLED ON A FEW TO GET STATUS NOT A LOT IS HAPPENING TODAY. I

SHOWED ROBERT WHERE I KEEP EVERYTHING WHILE HE WAS HERE. I HOPE I NEVER HAVE TO UTILIZE THAT HELP.

12-16

I CONFIRMED ALL MY DEALS FOR TOMORROW. I DID ALL THE PAPERWORK FOR RYMAX DRAW, CULVER IS 95% DONE, THE 29TH AVE ONES ARE MOVING RIGHT ALONE. RICK HAS SOME MORE HE WANTS TO START IN FEBRUARY HE'S GOT 3 OF THE 5 HOUSES SOLD ALREADY. I HAD MULTIPLE CALLS, AND THEN A SURPRISE, A PAYOFF I WASN'T EXPECTING. THEY HAD CALLED AND SAID I'LL GET IT TOMORROW, BUT I GOT IT TODAY. THIS IS GOOD, BECAUSE I'VE GOT 4 DEALS TO DO TOMORROW. I'M HAVING A WIRE SENT TO ME FROM IIB TO COVER ALSO. I NEED SOME PAYOFFS TO START COMING IN TOMORROW AND MONDAY.

12-17

I HAD THIS DAY ALL PLANNED OUT AND IT WENT NOT AT ALL AS PLANNED. I CALLED AND CONFIRMED ALL FOUR DEALS THIS MORNING, ONE FOR SURE WAS POSTPONED UNTIL NEXT WEEK. I TYPED UP THE DOCS AND SENT ALL THE DOCS AND MONEY TO EVERYONE. THEN I FIND OUT THAT ONE IS POSTPONED UNTIL NEXT WEEK. VIC FORGOT TO GO BY THERE TO SIGN. SO THEY WERE GOING TO SEND ME MY MONEY, BUT THEY NEVER DID; NOW THEY WANT TO CLOSE MONDAY. CHRIS HAS A DEAL HE WANTS TO CLOSE ON MONDAY, I'M NOT SURE I'LL HAVE ENOUGH MONEY! THE GOOD THING IS THAT JOHN SCHREIBER CALLED AND SAID THE HE'S WIRING 100K ON MONDAY TO ME. THAT WILL HELP ME OUT. I'M HOPING THAT I'LL GET A CLOSE HERE SOON. I WAS HOPING THE 200K WOULD CLOSE THAT WOULD SET ME UP PERFECT.

12-20

WHAT A CRAZY ASS DAY. I WENT UP TO SCOTT'S, I WAS PLANNING TO TALK TO HIM, BUT INSTEAD WE WENT UP TO HIS NEW HOUSE AND HE TALKED TO DOUG THE ENTIRE TIME. I TOLD HIM WHERE WE WERE AT CASH WISE AND DEALS IN THE HOPPER. IT'S GOING TO BE TIGHT GOING IN TO THE END OF THE WEEK. I GOT HOME, CALLED MO, COORDINATED WITH MO AND MY CREDIT LINE THE WIRE. SHE SENT 50K MORE FOR INVESTMENT, I HAD TO EMPTY MY LINE TO COVER THE 297K DEAL WITH CHRIS. HE'S IN FL AND IT'S GOT ALL SORTS OF TROUBLES, WHICH HE'S TRYING TO GET STRAIGHTENED OUT. I FINALLY GOT MY MONEY BACK FROM VIC'S DEAL, NOW THEY WANT IT BACK TOMORROW I RECEIVED 100K IN FROM JOHN SCHREIBER TOO. DOUG FROM AIR TASERS SWEARS HE'S GOING TO GET HIS MONEY IN BEFORE XMAS. I'VE GOT ENOUGH MONEY TO COVER TOMORROW'S DEALS. I SHOULD RECEIVE SOME PAYOFFS TOMORROW TOO. I SENT OFF A MEMORANDUM TO A FRIEND OF THE FAMILY OF SCOTT'S. HE'S A RETIRED PRO FOOTBALL PLAYER. I EMAILED HIM AND NEVER HEARD BACK FROM HIM, SO I JUST SENT IT.

12-21

I CONFIRMED THAT THE TWO DEALS THAT I HAD THIS MORNING WERE READY TO GO. I WIRED THE MONEY AND SENT THE DOCS. I ALSO GOT A PAY OFF FROM DREW FOR CYNTHIA'S PROPERTY. LATER IN THE DAY I WAS PAID FOR CALICHE'S PROPERTY. I HAVE ENOUGH MONEY NOW TO FUND BOTH DEALS I HAVE LEFT THIS WEEK. I'VE GOT ANOTHER PAYOFF SUPPOSEDLY COMING TOMORROW ON THE OLDEST LOAN. I'VE GOT MAYBE THREE MORE THAT SHOULD CLOSE BY XMAS EVE. THE DEAL WITH CHRIS WILSON ON GLACIER STILL ISN'T FINALIZED; HE'S DICKING AROUND WITH THE VESTING NAME OR SOMETHING.

12-22

CHRIS CALLED ME ASKING ME TO SEND A LETTER TO THE TITLE COMPANY SAYING TO ELIMINATE MY DEED OF TRUST, TANYA WAS GOING TO RECORD IT AFTER THE CLOSE. LATER IN THE DAY I CONFIRMED THAT THEY HAD RECORDED, TANYA WILL RECORD TOMORROW. I CALLED ON MY ONE DEAL THAT I THOUGHT WAS GOING TODAY, SHE DIDN'T KNOW BECAUSE THE OTHER DEAL DIDN'T CLOSE YET. I THOUGHT THAT DAMN LENNY MOON DEAL WAS GOING TO FUND, BUT IT NEVER DID. I DID GET A NEW INVESTOR TODAY! DAVE DUBAY FROM AIR TASER, HE INVESTED, HE PUT IN 100K. IT TOOK ME 5 EMAILS BUGGING HIM TO DO IT. I'M AT 6.5 MILLION, WHICH IS A LOT HIGHER THAN I THOUGHT I'D END THE YEAR AT. NEXT YEAR I'M HOPING I CAN BE AT LEAST 10 MILLION.

12-23

I MET DARYL DOWN TOWN AND WALKED HIM THROUGH THE PROCESS OF PAYING FOR THE PROPERTY, RECORDING DOCS ETC. HE'S A NICE KID, FIRST HOUSE, BUT HAS HELPED JAMES SANSON ON OTHERS. I CALLED A DOZEN TIMES ON THIS DAMN PAYOFF FOR KALER, FINALLY I GOT CONFIRMATION THAT THE MONEY HIT THE TITLE COMPANY, SO NOW I HAVE TO HOPE IT SHOWS UP TOMORROW.

12-24

I RECEIVED THE PAYOFF FROM KALER THIS MORNING. IT WAS A HUGE INTEREST COLLECTED, SOMETHING LIKE 13K OR MORE. I'M GLAD THAT ONE IS DONE. I DIDN'T HAVE ANY OTHERS CLOSE, PERHAPS NEXT WEEK. I HAD ONE CALL FOR A PROPERTY NEXT WEEK, WE'LL SEE IF IT COMES TO PASS OR NOT DAD AND I WENT OVER TO HICKMAN'S TO MEET WITH HIS BROTHER IN LAW. HE WAS INTERESTED IN INVESTING WITH ME. IT WAS QUICK ONE HOUR HERE'S WHAT I DO, WE'LL SEE IF I HEAR FROM HIM.

12-27

IT WAS A VERY QUIET DAY. I HAD THREE PHONE CALLS. ONE WAS FROM RANDALL ADDISON WANTING MONEY ON A PROPERTY THAT WAS WORTH 300K. I'M NOT SURE IT'S WORTH THAT, BUT IF HE'S GOING TO COME IN WITH 60K I AM NOT TOO WORRIED.

12-28

THE NUTTY DAYS ARE ABOUT TO BEGIN! I HAD A FEW CALLS ON PROPERTY FOR THIS WEEK, SOME FOR NEXT WEEK. I DIDN'T HEAR BACK FROM A FEW OF THEM, SO I'M NOT SURE WHAT IS GOING TO HAPPEN YET. I HAD TO PAY MY SELF A WAGE CHECK AND PAY SOME TAXES TO GET EVERYTHING TAKEN CARE OF AND KEPT OUT OF PENALTY. I DIDN'T' RECEIVE ANY PAYOFFS, I CALLED A FEW, IT DOESN'T LOOK LIKE BUT ONE OF THEM IS GOING TO CLOSE, THE SMALLEST ONE, I NEED THE BIGGEST ONE TO CLOSE TO DO THE DEALS THAT ARE STACKING UP ON MY DESK.

12-29

I TYPED UP THE DOCS AND SENT THEM TO NASHA. I CALLED ROBERT; HE COVERED JOHN LANDER'S DEAL. I WAS CALLED LATER IN THE DAY AND TWO DEALS I THOUGHT I HAD TO DO FELL THROUGH, SO I COULD HAVE DONE JOHN'S DEAL. I'VE NOT HEARD BACK ON THE LAST DEAL FOR TOMORROW I WAS CALLED SAYING THEY WERE GOING TO WIRE ME MONEY ON ONE DEAL TOMORROW. I SENT JIMMY THE PHOTOS FOR THE WEB SITE AND FILLED OUT THE SEP IRA DOCS. IT WILL BE A BUSY NEXT COUPLE OF DAYS!

12-30

THE DEAL THAT WAS SUPPOSED TO HAPPEN NEVER DID. I DID RECEIVE A PAYOFF FOR OSBORN AND THEN LATER, HEARN, WHICH I WASN'T EXPECTING. I TYPED UP EVERYTHING FOR RICK LACEY. WE MET AT THE GAS STATION THEN I WENT TO MEET WITH SCOTT. WE SPENT A LOT OF TIME TALKING ABOUT THIS YR AND NEXT YR. HE CHANGED WHAT HE WANTED AS FAR AS COMPENSATION. HE WANTED 3K MONTH AND 25% OF PROFITS. I THOUGHT 25% OF PROFITS THAT IS IT. I HAVE TO WRITE HIM A CHECK OF 25K OR MORE TOMORROW. NEXT YEAR I'LL HAVE TO CHANGE THINGS. I GOT A FEW MORE THINGS DONE FOR END OF MONTH; IT'S GOING TO BE A BUSY DAY TOMORROW.

12-31

I STARTED TO DO END OF MONTH/QUARTER/YEAR AT 9 AM. I DIDN'T FINISH UNTIL 5:30 AND I STILL HAVE ANOTHER HOUR OF STUFF TO DO. I ENDED UP GETTING A CHECK DELIVERED, A PAYOFF WIRED IN AND THEN RICK VULLO BROUGHT BY A CHECK FOR 60K TO PAY DOWN HIS LOAN. I ENDED THE DAMN YEAR WITH 600K IN MY ACCOUNT AGAIN, SAME AS LAST YR. I SHOULD HAVE DONE THAT CALICHES LOAN. I'VE GOT A FEW DEALS LINED UP FOR NEXT WEEK ALREADY. I HAD A DAMN GOOD YEAR; I GOT THE PORTFOLIO UP TO 6.5 MILLION I'VE GOT LINES ON SEVERAL PEOPLE TO RAISE MORE MONEY. I WANT TO GET IT TO 10 MILLION BY NEXT YR. I HAD TO PAY SCOTT 48.5K THIS YEAR, BUT HE DID HELP ME RAISE SOME MONEY THIS YR. I THINK IT'S THINKING SOMETHING WILL CHANGE WITH REEL. THAT'S A LOT OF MONEY TO PAY HIM, BUT I WOULDN'T BE IN THIS BUSINESS IF IT WASN'T FOR HIM. HE WANTS TO DO THE SAME SPLIT NEXT YEAR. THAT COULD BE NORTH OF 100K IF THINGS GO WELL. THIS IS GOING TO BE A BREAK OUT YEAR 2005, I SHOULD COLLECT OVER 1 MILLION IN INTEREST AND I COULD MAKE 300K TO 400K. I'M MORE PROUD OF THIS THEN ANYTHING I DID AT INSIGHT.

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 7/19/2011 11:08:01 PM
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CC: dc [dcmoney@yahoo.com]
Subject: Memorandum 2011
Attachments: Private Offering Memorandum 2011.doc

Kent
EXH. NO. 787
3-19-19
Kelly S. Oglesby CR 50178

Yes in time for your summer reading! Did you ever finish the last one I sent you?

The best news is that I am allowed to send it to you electronically! Yes securities laws have finally caught up with not only technology but common sense.

I update this memorandum every two years. I work with David Beauchamp (securities attorney) to review all statues and laws in Arizona as it pertains to my business and all the states that I have investors in. This is to ensure that I'm filing all the forms and following all the rules that legislators like to change from time to time. After our near financial collapse there have been more than usual. I also give an updated summary of the number of transactions and dollars that I have completed since the last update. This time, Warren Bush, a long time investor, volunteered (like a 3rd grader that knows the answer that no one else does) to review and give input from an investors point of view. I appreciate his help and his recommendations were invaluable.

The recession is over, though if you watch the news you would believe otherwise. The real estate markets depending on where you live, could be recovering, stabilizing or still in free fall. I know that they love to use Phoenix as the example of all that is wrong with the world of real estate, but I wouldn't want to be anywhere else.

I am sure over the last few years, this investment might have given you some sleepless nights. I know it did me. However, the market is completely different than it was a few years ago. The continued strength we are seeing is the change in the right direction to the road of stability and ultimately price increases, which is a much easier situation to lend in.

I look forward to the years ahead and I thank you for your support and confidence in me and I will continue to meet your expectations and demands of your investment.

Sincerely,

Denny Chittick

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

Confidential Private Offering Memorandum

DenSco Investment Corporation

July 1, 2011

688856.4

No: _____ Name of Payee: _____

Confidential Private Offering Memorandum

DenSco Investment Corporation

General Obligations Notes

Minimum Purchase $50,000

The General Obligation Notes (the "Notes") are general obligations of DenSco Investment Corporation, an Arizona corporation (the "Company"). The Notes, together with all other outstanding notes and all other advances or liabilities owed by the Company to any holder of an outstanding note will be secured by a general pledge of all assets owned by or later acquired by the Company. The Company's largest assets will be the Trust Deeds, as defined herein, acquired by the Company and the Notes will be superior in priority and liquidation preference to Notes subscribed for by officers and shareholders of the Company. Interest will be paid monthly, quarterly or at maturity. The Notes are not insured or guaranteed by any state or federal government entity or any insurance company, and the Company will not establish a sinking fund for the Notes. The Company generally may transfer, sell or substitute collateral for the Notes. The Company may modify the interest rate to be paid on subsequently issued Notes. The Company will use good faith efforts to prepay Notes upon receipt of written request, but the Company will not be obligated to do so. The Notes may be redeemed by the Company prior to maturity upon notice at a price equal to the principal amount of the Notes plus accrued interest to the date of redemption. See "Description of Securities – Note Terms." Default may occur with respect to one Note and not another. The Notes may be purchased directly from the Company without commission. The Company intends to offer the Notes on a continuous basis until the earlier of (a) the sale of the maximum offering, or (b) two years from the date of this memorandum; provided, however, the Company reserves the right to amend, modify and/or terminate this offering if the Company changes its operations or method of offering in any material respect. See "Description of Securities" and "Plan of Distribution."

THE NOTES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS."

THE NOTES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE REGULATORY AUTHORITY REVIEWED, APPROVED OR DISAPPROVED THE ACCURACY OR ADEQUACY OF THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM OR ENDORSED THE MERITS OF THE PLACEMENT OF NOTES. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE NOTES ARE OFFERED PURSUANT TO EXEMPTIONS PROVIDED BY SECTION 4(2) OF THE ACT, REGULATION D THEREUNDER, CERTAIN STATE SECURITIES LAWS AND CERTAIN RULES AND REGULATIONS PROMULGATED PURSUANT THERETO. THE NOTES MAY NOT BE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

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	Offering Price (1)	Underwriting Commissions (2)	Proceeds to the Company (3)
Note	**$50,000**	**-0-**	**$50,000**
Total Minimum Offering	**$500,000**	**-0-**	**$475,000**
Offering Maximum	**$50,000,000**	**-0-**	**$49,975,000**

(1) The Notes are offered in $50,000 initial investment with additional increments with a minimum of at least $10,000. All subscriptions for Notes are subject to review and acceptance by the Company.

(2) The Company's President, Denny J. Chittick, is making the private placement of the Notes on behalf of the Company. Mr. Chittick will not receive any sales commission in connection with the placement of the Notes. The Company reserves the right to pay costs and commission to a licensed broker-dealer with an approved custodian to facilitate procedures by investors using qualified funds (i.e., IRA, SEP IRA, ROTH IRA and KEOGH Plans), up to one percent (1%) of the principal Note amount.

(3) Offering expenses, estimated at $25,000, will be paid from the Company's general operating funds.

DenSco Investment Corporation
6132 W. Victoria Place
Chandler, Arizona 85226
(c) 602-469-3001
(f) 602-532-7737

THE NOTES ARE OFFERED ONLY TO PERSONS WHO ARE: (1) "ACCREDITED INVESTORS" WITHIN THE MEANING OF RULE 501(a) OF REGULATION D PROMULGATED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAW; (2) ABLE TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE NOTES, INCLUDING A LOSS OF THE ENTIRE INVESTMENT; AND (3) SUFFICIENTLY KNOWLEDGEABLE AND EXPERIENCED IN FINANCIAL AND BUSINESS MATTERS TO BE ABLE TO EVALUATE THE MERITS AND RISKS OF AN INVESTMENT IN THE NOTES EITHER ALONE OR WITH A PURCHASER REPRESENTATIVE. SEE "INVESTOR SUITABILITY." THE NOTES ARE NOT OFFERED AND WILL NOT BE SOLD TO ANY PROSPECTIVE INVESTOR UNLESS SUCH INVESTOR HAS ESTABLISHED, TO THE SATISFACTION OF DENNY J. CHITTICK, THAT THE INVESTOR MEETS ALL OF THE FOREGOING CRITERIA. EACH INVESTOR MUST ACQUIRE THE NOTES FOR HIS, HER OR ITS OWN ACCOUNT, FOR INVESTMENT PURPOSES ONLY, AND WITHOUT ANY INTENTION OF DISTRIBUTING OR RESELLING ANY OF THE NOTES, EITHER IN WHOLE OR IN PART.

THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED. IN ADDITION, THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE PERSON WHOSE IDENTITY APPEARS IN THE APPROPRIATE SPACE PROVIDED ON THE COVER PAGE HEREOF. THE RIGHT TO PURCHASE NOTES AS DESCRIBED HEREIN IS NOT ASSIGNABLE.

TO ENSURE COMPLIANCE WITH CIRCULAR 230 GOVERNING STANDARDS OF PRACTICE BEFORE THE INTERNAL REVENUE SERVICE, POTENTIAL INVESTORS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE USED, AND IT CANNOT BE USED BY A POTENTIAL INVESTOR, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON A POTENTIAL INVESTOR UNDER THE INTERNAL REVENUE CODE; (B) SUCH

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DISCUSSION IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE NOTES OFFERED HEREBY; AND (C) POTENTIAL INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

CERTAIN "REPORTABLE TRANSACTIONS" REQUIRE THAT PARTICIPANTS AND CERTAIN OTHER PERSONS FILE DISCLOSURE STATEMENTS WITH THE IRS, AND IMPOSE SIGNIFICANT PENALTIES FOR THE FAILURE TO DO SO. AN INVESTOR (AND EACH EMPLOYEE, REPRESENTATIVE, OR OTHER AGENT OF THE INVESTOR) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE TAX TREATMENT AND TAX STRUCTURE OF AN INVESTMENT IN THE NOTES AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) THAT ARE PROVIDED TO THE INVESTOR RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE, EXCEPT TO THE EXTENT THAT SUCH DISCLOSURE IS RESTRICTED BY APPLICABLE SECURITIES LAWS.

THE OBLIGATIONS AND REPRESENTATIONS OF THE PARTIES TO THIS TRANSACTION WILL BE SET FORTH ONLY IN THE DOCUMENTS DESCRIBED HEREIN. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS CONCERNING THE COMPANY OTHER THAN AS CONTAINED IN THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THE DELIVERY OF THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM DOES NOT IMPLY THAT THE INFORMATION SET FORTH IN IT IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF CERTAIN INVESTORS TO WHOM IT HAS BEEN DIRECTED. A PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM, AGREES TO

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RETURN THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM AND ALL ENCLOSED DOCUMENTS TO THE COMPANY IF THE HOLDER DOES NOT UNDERTAKE TO PURCHASE ANY OF THE NOTES OFFERED HEREBY.

PRIOR TO THE SALE OF ANY NOTES OFFERED HEREBY, THE COMPANY WILL MAKE AVAILABLE TO EACH INVESTOR THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM MR. CHITTICK CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, TO THE EXTENT THE COMPANY OR MR. CHITTICK POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

ANY REPRODUCTION OR DISTRIBUTION OF THE CONFIDENTIAL PRIVATE OFFERING MEMORANDUM IN WHOLE OR IN PART, OR THE DISCLOSURE OF ANY OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF MR. CHITTICK IS STRICTLY PROHIBITED.

REFERENCE IS MADE TO THE SUBSCRIPTION AGREEMENT AND SUITABILITY QUESTIONNAIRE ATTACHED HERETO FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF INVESTORS WHO PURCHASE THE NOTES OFFERED HEREBY. CERTAIN PROVISIONS OF AGREEMENTS AND DOCUMENTS ARE SUMMARIZED IN THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM, AND THE SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE DETAILED INFORMATION OR AGREEMENT OR DOCUMENT APPEARING ELSEWHERE. IN CASE OF A CONFLICT BETWEEN THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM AND SUCH AGREEMENTS OR DOCUMENTS, THE AGREEMENT OR DOCUMENT, AS THE CASE MAY BE, SHALL GOVERN. REFERENCE IS MADE HEREBY TO THE COMPLETE TEXT OF ALL DOCUMENTS RELATING TO THIS PLACEMENT THAT ARE DESCRIBED HEREIN. A COPY OF ALL DOCUMENTS AND AGREEMENTS SO DESCRIBED BUT NOT INCLUDED HEREIN WILL BE MADE

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AVAILABLE TO A PROSPECTIVE INVESTOR AND ITS COUNSEL, ACCOUNTANT AND ADVISER(S) UPON REQUEST.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR MR. CHITTICK OR THEIR AFFILIATES AS LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS, HER OR ITS OWN COUNSEL, ACCOUNTANT AND OTHER ADVISERS AS TO TAX MATTERS AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE COMPANY'S NOTES.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONFIDENTIAL OFFERING MEMORANDUM TO THE CONTRARY, EXCEPT AS REASONABLY NECESSARY TO COMPLY WITH APPLICABLE SECURITIES LAWS, INVESTORS (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF THE INVESTORS) MAY NOT DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE U.S. FEDERAL INCOME TAX TREATMENT AND TAX STRUCTURE OF THIS OFFERING AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) THAT ARE PROVIDED TO THE INVESTORS RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE. FOR THIS PURPOSE, "TAX STRUCTURE" IS LIMITED TO FACTS RELEVANT TO THE U.S. FEDERAL INCOME TAX TREATMENT OF THIS OFFERING AND DOES NOT INCLUDE INFORMATION RELATING TO THE IDENTITY OF THE ISSUER, ITS AFFILIATES, AGENTS OR ADVISORS.

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MEMORANDUM SUMMARY

The following summary should be read in conjunction with, and is qualified in its entirety by the more detailed information appearing elsewhere in this Confidential Private Offering Memorandum.

The Company

DenSco Investment Corporation, an Arizona corporation (the "Company"), is an Arizona corporation, which has been in operation since April, 2001. In the ten years of operation from April, 2001 through June, 2011, the Company has engaged in 2622 loan transactions. The Company has been and will continue to be engaged primarily in the business of making high-interest loans with defined loan-to-value ratios to residential property remodelers ("Foreclosure Specialists") who purchase houses through pre-foreclosure process and foreclosure sales, all of which are secured by real estate deeds of trust ("Trust Deeds") recorded against Arizona residential properties, but the Company will not limit its efforts to this niche. In connection with its business, the Company will seek to maintain a diversity of builders, loan size, back-office commercial properties, medical offices, strip commercial centers, high-end specialty and custom residential properties and construction locations. The Company does not intend to exceed a maximum loan size of $1,000,000.00. The Company intends to maintain a loan-to-value ratio below 70% percent in the aggregate for all loans in the loan portfolio.

The Company's office is currently located at 6132 W. Victoria Place, Chandler, Arizona 85226. Its current telephone number is 602-469-3001.

The Offering

Securities: The Company is offering the first $500,000 in principal amount of Notes on an "all-or-none, best efforts basis" and on a "best efforts" basis with respect to the remaining $49.5 million in principal amount of Notes. In addition to the Company's President's (Denny Chittick) initial capital contribution to the Company, Mr. Chittick maintains a $1 million

investment in the Company at all times. This investment takes the form of Notes. Therefore, depending on the maturity of the Notes currently held by Mr. Chittick, the minimum offering may be met with his investment only. The interest rates of the Notes will vary and will depend on the denomination of the Note and the term selected by the investor. The Notes are offered in denominations ranging from $50,000 to $1,000,000.00, increasing in additional increments with a minimum of $10,000. The Notes are paid "interest only" during their terms, with principal payable only at maturity. Investors may elect to have interest paid monthly, quarterly or at maturity. If interest is paid other than monthly, interest will compound monthly. The Notes are not transferable without obtaining the prior written consent of the Company. The Notes are general obligations of the Company and are not directly secured by any specific asset of the Company. At any particular point in time, the assets of the Company will consist primarily of Trust Deeds in an aggregate principal amount approximately equal to the amount of the outstanding Notes. See "Use of Proceeds" and "Description of Securities."

Restricted Nature of Securities: The Notes are not registered and are restricted securities. This is a private placement intended to be exempt from the registration requirements under federal and applicable state securities laws, and may only be made personally by a principal of the Company to a qualified investor who intends to hold the investment to maturity. See "Description of Securities."

Risk Factors: An investment in the Notes involves a significant degree of risk. Only investors who can bear the economic risk of such an investment should purchase the Notes. See "Risk Factors" and "Investor Suitability."

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Use of Proceeds: The proceeds of the offering will be used as working capital primarily for lending secured by, and the purchase of, Trust Deeds within the guidelines set by the Company. See "Use of Proceeds" and "Business."

Plan of Distribution: Notes may be purchased directly from the Company without commission. The Company intends to make a continuous offering of the Notes until the earlier of two years from the date of this memorandum or upon the sale of the maximum offering of $50 million; provided, however, the Company reserves the right to amend, modify or terminate this offering if the Company changes its operations or method of offering in any material respect. See "Description of Securities" and "Plan of Distribution."

BUSINESS

The Company was incorporated in Arizona on April 30, 2001 and is engaged primarily in the business of funding Foreclosure Specialists, who purchase houses through the preforeclosure process, and at foreclosure sales and through a sale of REO properties (Real Estate Owned by a financial institution after a foreclosure) or short sale transactions.

Target Markets and Potential Future Markets

The Company will target the funding and purchasing of Trust Deeds to qualified purchasers of foreclosed homes and qualified builders of Arizona commercial and residential projects. The primary focus is to lend money to qualified borrowers who can fulfill their loan obligation on highly marketable real properties with sufficient equity. When purchasing Trust Deeds, the Company intends to consider Trust Deeds that the loan–to–value ratio does not exceed 70 percent (70%) and the current yield is 18 percent (18%) or greater. Most of these purchased loans will have short-term maturities (less than one year), and under certain circumstances, Company may charge a higher interest rate or pass through additional costs incurred on short-term loans. Most Trust Deeds will range in size from $25,000 to $500,000, and the largest loan size is not intended to exceed $1,000,000. Each loan will be secured by its underlying real property (or in rare instances, separate real properties) as well as by personal property involved in the construction projects and personal guaranties (as determined on a case by case basis). The loans are written to be repaid in six months and all loans are structured to require monthly interest payments. A majority of the loans are paid back within three months; however, some loans are allowed to be extended on a case by case basis.

For lending to Foreclosure Specialists who purchase foreclosed homes prior to or at the foreclosure sale, the Company will target remodelers, contractors and other entities engaged in this niche real estate market, but the Company will not limit its efforts to this niche. The Company intends to have these Trust Deeds have loan-to-value ratios, no greater than 70 percent but with an objective goal of 50 percent to 60 percent. The Company anticipates that the minimum loan size will continue to be $25,000, and the maximum loan size will continue to be

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$1,000,000. The values of these homes are determined to be based on the value to which they will appraise at or sell for on the retail market.

For lending on commercial projects, the Company will target established, reputable contractors and developers who are developing back-office commercial properties, medical and other professional offices, strip and pre-sold commercial centers, multi-unit apartment complexes, build-outs and high-end specialty projects on Arizona land they own or have rights to purchase. The Company intends to have these Trust Deeds have loan-to-value ratios, no greater than 65 percent but with an objective goal of 50 percent to 60 percent. The maximum loan size is intended to be $1,000,000, with subordinated participation from other lenders for larger projects, which will probably obligate the Company to act on behalf of the other participating lenders. The Company intends to directly (through an officer or employee) or indirectly (through a real estate consultant) perform due diligence to verify certain information in connection with funding a Trust Deed. The loan-to-value ratio is determined by calculating the reasonable market value of the property at the end of the construction project.

For residential loans, the Company will seek reputable, licensed contractors who have pre-sold homes to build for qualified buyers. The Company also plans to finance builders' models, builders' "spec" homes and those projects that are highly marketable and have substantial builder equity. Most of these borrowers may qualify for conventional bank financing but they may use the Company because of the faster financing, competitive over all costs, better service and personal relationships with Mr. Chittick. The Company will not lend to natural persons for personal, family or household purposes.

The Company may elect to participate as an equity partner in some projects should the benefits warrant the risk. From time to time, a default occurs on a loan and the Company needs to conduct a Trustee's Sale or accept a Deed In Lieu of Foreclosure on the real property securing a loan. As such, if the Trustee conducting the Trustee's Sale does not receive a bid in excess of the Company's credit bid (in the amount of the loan, accrued interest and costs) at the Trustee's Sale, the Company becomes the owner of the subject real property. The Company intends to sell such properties as quickly as possible in an effort to minimize resulting costs and losses, and to maintain a diversified financing operation. However, the Company reserves the right to lease

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any property obtained through a Trustee's Sale or a Deed in Lieu of Foreclosure until the Company determines that the property can be sold at a sufficient price. The Company may diversify its financing operations in the future to include other areas of finance. The Company does not anticipate entering any non-Arizona market without first attempting to contact the significant Note holders and discussing this market with them.

Cash Flow

The Company uses a proprietary cash flow-management model for balancing the terms of the Trust Deeds the Company makes to its borrowers with the terms of the Notes purchased by the Company's investors. The Company's objective is to have sufficient cash coming in from Trust Deed payoffs to be able to redeem all Notes as they come due and maintain reserves without any need to sell assets or issue new Notes to repay the earlier maturing Notes. See "Risk Factors - Proceeds From Subsequently Issued Notes May Be Used to Repay Earlier Maturing Notes."

Limited Due Diligence

To the extent Trust Deeds are purchased, Trust Deeds will be purchased through a network of consultants, mortgage brokers and title companies that the Company believes are reliable referral sources. Prior to purchasing a Trust Deed or funding a direct loan, the Company intends to have an officer, employee or an authorized representative conduct a due diligence review by interviewing its owner, verifying the documentation and performing limited credit investigations as are deemed appropriate by the Company and visiting the subject property in a timely manner. For purchases of foreclosed homes, the properties are inspected after purchase, before or during rehabilitation and after rehabilitation to insure the property is improved to a marketable condition. The Company will not make residential loans to natural persons for personal, family or household purposes.

Funding and Purchase of Loans

The Company reserves the right to approve or decline the funding of each direct loan or the purchase of each Trust Deed submitted for purchase.

Collections

The Company services the contracts it purchases and originates. If a customer misses a payment without making satisfactory arrangement prior to the due date, the Company's policy will be to contact the customer within three to five days and watch the account closely until the payment or satisfactory arrangement has been made. At the discretion of the Company, the Company's normal documents provide that a late charge of ten percent of the interest amount due is to be assessed on a delinquent payment that is not cured within five days. If payment on a Trust Deed is thirty (30) days delinquent, an accelerated default rate goes into effect and foreclosure proceedings may begin under the Deed of Trust; provided, however, the Company may elect not to begin foreclosure proceedings if the property secured by the loan is under contract for sale or is in the process of being refinanced. The goal of the Company is to recover the principal of a loan and any interest and or any late fees assessed. If the borrower is unable in a timely manner to sell or refinance the subject property, the Company may request that the borrower execute a Deed in Lieu of Foreclosure (a "Deed in Lieu") to the Company so that the Company will gain immediate control of the subject property rather then going through the ninety (90) day process and expense associated with a Trustee's Sale. Upon the Company gaining control of the property through a Deed in Lieu or a Trustee's Sale, the Company will decide either to market the subject property at retail, which may require additional monies to improve the property to retail ready condition, or to wholesale the subject property "as is." The Company may also decide to rent the subject property as an investment property. If applicable, the management of the rental properties will be maintained by a professional management company chosen by the Company.

Regulation

The financing of construction loans and other types of real estate transactions are regulated by various federal and state government agencies, including the Arizona Department of Financial Institutions. Arizona Revised Statues §§ 6-901 to 910, §§ 6-941 to 948 and 6-971 to 985, and regulations issued thereunder, have specific mortgage broker and mortgage banker licensing and operating requirements. The Company's management believes that it is not required to be licensed by the Arizona Department of Financial Institutions as a mortgage broker or a mortgage banker nor under certain federal laws, such as Truth-In-Lending Act or the Real Estate Settlement Procedures Act. The Company intends to take the necessary steps to ensure that the borrowers it lends to and the projects covered by such loans will not fall within the requirements imposed by the foregoing agency and acts.

The Company will not receive any points, commissions, bonuses, referral fees, loan origination fees or other similar fees in connection with its real estate loans. The Company will only receive periodic interest resulting from the application of the note rate of interest to the outstanding principal balance remaining unpaid from time to time. By limiting its compensation in this manner, the Company's management believes it does not need a license from the Arizona Department of Financial Institutions as either a mortgage loan broker or mortgage banker; provided, however, the Company reserves the right to work with and to pay a reasonable and customary mortgage broker fee to a licensed mortgage loan broker or mortgage banker for services in connection with its loans or to other third-party professionals in connection with due diligence for its loans.

Certain federal laws and regulations, such as the Truth-in-Lending Act, Real Estate Settlement Procedures Act and others contain specific requirements for lenders seeking to make loans to certain types of borrowers, which may or may not be secured by certain types of residential real property. Most of these statutes and regulations apply to transactions only if the loans are made to natural persons for personal, family or household purposes. The Company will not lend to natural persons for these purposes.

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If new regulations are issued by the U.S. Federal Housing Administration (the "FHA") or if a more strict interpretation of the current FHA regulations is implemented in the future, such regulations could reduce the demand for the Company's loans from Foreclosure Specialists which could impair the Company's ability to keep all of the proceeds from this offering fully invested in loans with borrowers.

Other states in the West have instituted additional restrictions concerning loans secured by private real estate, which are commonly referred to as "predatory mortgage lending laws." Although Arizona has not passed a similar statute, such provisions may come into effect in Arizona either through law or regulation during this offering. The Company's management believes that its practices will not need to change in order to comply with any of the current proposals if they should go into effect. However, there can be no assurance that such will be the case.

The Company's management believes that it is not required to register or be licensed as an investment adviser with the State of Arizona or with the U.S. Securities Exchange Commission ("SEC") pursuant to the Investment Advisers Act of 1940 (the "Advisers Act"), as amended. The Advisers Act and the analogous Arizona law generally require all persons that are engaged in the business of providing investment advice for compensation to register with the SEC or Arizona provided that such adviser is not exempt from registration. The Company's management believes that it is not engaged in the business of providing investment advice for compensation, and as such, is not required to register as an investment adviser with either the SEC and/or the State of Arizona. In addition, even if the Company were deemed to be engaged in the business of providing investment advice for compensation, the Company anticipates that it would exempt from registration as a "private investment adviser" under rules and regulations of the SEC and/or the State of Arizona given that the Company has fewer than the threshold number of clients that would trigger registration with the SEC and/or the State of Arizona.

Under the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"), the "private investment adviser" exemption was eliminated and replaced by a number of other specific exemptions. As directed by the Dodd-Frank Act, the SEC is currently preparing

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the final rules (the "Rules") that will provide guidance as to the applicability of the additional specific exemptions that replace the "private investment adviser" exemption. The Company expects that the SEC will issue the Rules during this offering; however, until this occurs, the Company cannot determine whether it will be required to register as a result of the Dodd-Frank Act and the Rules promulgated thereunder. Should the Rules require the Company to register as an investment adviser, the Company intends to take the necessary steps to register as an investment adviser with the State of Arizona and/or the SEC within the time frame outlined in such Rules.

Diversity of Risk

The Company will attempt to maintain a diverse portfolio of Trust Deeds and loans by seeking a large borrowing base, participating in several local markets, acquiring Trust Deeds for any lending into residential and commercial projects, establishing loan-to-value guidelines and limiting financing to short terms. Currently, the Company's base of borrowers exceed 150 approved and qualified borrowers. It is the Company's plan that the base of borrowers eventually will exceed 250 qualified contractors and foreclosure specialists. The Company will maintain loans throughout the Phoenix metropolitan area to reduce its risk to fluctuations in values and conditions in markets within the metropolitan area. The Company also believes that it can reduce risk by participation in various types of financing: Trust Deeds on foreclosed properties, residential Trust Deeds and lending from $50,000 tract homes and condominiums to $1,000,000 custom "spec" homes; and commercial investments for flex-office, back-office, medical/general office and retail. In addition, the Company intends to maintain general loan-to-value guidelines that currently range from 50 percent to 65 percent (but it is intended not to exceed 70%), to help protect the Company's portfolio of loans. Further, all loans are relatively short term.

Because of these varying degrees of diversification, the relatively short duration of each of the loans, and management's knowledge of the Phoenix metropolitan area market, the Company's management anticipates that it will not experience a significant amount of losses; however, there can be no assurance that the Company will not experience such losses. Mr. Chittick, individually, has made or participated in approximately 2800 loans secured by real

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estate over the last fourteen (14) years. As of the date of this Memorandum, Mr. Chittick and the Company have collectively experienced 44 loan defaults that required initiating a Trustee's sale process, with seven of such loans being settled prior to the Trustee Sale auction. Various borrowers have conveyed seven properties to the Company pursuant to a Deed in Lieu. To the extent the Company deems necessary, the Company intends to use the services of outside real estate lending consultants to assist in evaluating any loan or the security for the loan to reduce the risk of a loss of principal due to the default of a real estate loan by a borrower and the resulting foreclosure upon the security for the loan.

The Company will make available to each prospective investor, prior to the consummation of the offering and sale of a Note to such investor and such investor's representative and advisers, the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information that the Company may possess or may be able to obtain without unreasonable effort or expense, and which may be necessary to verify the accuracy of the information furnished to such prospective investor.

Executive Offices

The Company's office is currently located at 6132 W. Victoria Place, Chandler, Arizona 85226. Its current telephone number is 602-469-3001.

RISK FACTORS

An investment in the Notes offered by the Company involves a significant degree of risk. The securities offered hereby should not be purchased by anyone who cannot tolerate significant risk, including the possibility of losing their total investment in the Notes. In analyzing a possible investment in the Notes, prospective investors should consider carefully the following factors, together with the information contained elsewhere in this Memorandum.

Operating History

In the Company's ten year operating history through June, 2011, the Company has completed in excess of 2622 loan transactions. However, even with these number of loans over ten years, the evaluation of prior company performance set forth in Prior Performance is limited in time. Accordingly, there can be no assurance that the Company will be able to continue to operate and achieve these results on a going-forward basis, which could limit the Company's ability to repay the Notes as planned.

Competition

The Company is engaged in a highly competitive industry.. The Company competes with banks, savings and loan institutions, credit unions, mortgage brokers, finance companies and other private investors that are established in the finance business. Competition in the finance business is based upon the lowest overall loan cost, which consists of interest rates, fees, closing costs, document fees, reputation, and availability of funds and the length of time it takes to approve a loan. The cost of funds to many of our competitors is typically lower than the Company's, allowing them to compete for borrowers on better terms, such as interest rates, which is a significant component of loan cost. The competition usually has lower costs on longer-term loans. The Company's higher cost of capital and lending rates may result, in part, in the Company acquiring Trust Deeds and lending to borrowers who are unable to obtain financing from these larger competitors. In some cases, these types of borrowers have weaker credit worthiness than other borrowers, which could expose the Company to a greater risk of

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nonpayment of its loans by borrowers. See "Business-Target Markets and Potential Future Markets."

Ability to Generate Sufficient Cash Flow to Service the Outstanding Notes

The Company's ability to generate cash in amounts sufficient to pay interest on the Notes and to repay or otherwise refinance the Notes as they mature depends upon the Company's receipt of payments due under the loans that are in the Company's portfolio. The Company's financial performance and cash flow depends upon prevailing economic conditions and certain financial, business and other factors that are beyond the Company's control. These factors include, among others, economic and competitive conditions, particularly in areas in which the borrowers operate their businesses, and general economic conditions that affect the financial strength of developers and real estate investors in the areas that the Company intends to make investments. In recent years the decline of real estate values has been the largest challenge facing the real estate finance industry. This development is something new to the industry that typically sees a slow rising in values of properties or at least a stability of prices. The dramatic and prolonged decrease in values has forced the Company to change how it operates, which is requiring monthly interest payments under its loans rather then allowing the interest to compound. The Company has also shortened the maturity of loans to borrowers in some cases and is only extending the loans to a few borrowers under strict conditions. Accordingly, an investment in the Notes offered hereby involves substantial risk and Notes should not be purchased by anyone who cannot tolerate substantial risk, including the possibility of losing their total investment in the Notes. There can be no assurance that the Company will be able to continue to operate and repay the Notes as planned.

Decrease in Value of Collateral for the Loans in Company's Portfolio

The Company is responsible for collecting payments from loan obligors and for foreclosing under an applicable Trust Deed in the event of default by an obligor. If the Company is forced to conduct a Trustee's Sale to obtain ownership and possession of a property securing a loan, the value of the property may have decreased between the time that the outstanding loan

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was initially made to the time of repossession pursuant to a Deed in Lieu or a Trustee's Sale. Consequently, the Company's sale of such property may result in a loss as a result of the amount owed to the Company being in excess of the value received by the Company pursuant to a subsequent sale of the property. Accordingly, an investment in the Notes offered hereby involves substantial risk and Notes should not be purchased by anyone who cannot tolerate substantial risk, including the possibility of losing their total investment in the Notes. There can be no assurance that the Company will be able to continue to operate and repay the Notes as planned.

Expansion of Real Estate Loan Base

After giving effect to this offering and the application of the net proceeds, the Company will have significant outstanding indebtedness. The Company's ability to make scheduled principal and interest payments on the Notes will depend upon the Company's ability to generate adequate revenues from its real estate lending operations. The Company has historically received approximately 18% effective interest on its real estate loans but minimal interest on its cash accounts at its bank. Therefore, in order to pay the principal and interest due on the Notes, the Company will need to loan a significant amount of its capital to its real estate loan borrowers and reloan any repayment proceeds in a timely manner. As the Company receives the proceeds from this offering, the Company intends to expand its real estate loan base in order to keep its capital loaned to its real estate loan borrowers as opposed to being in its cash accounts at the bank. If the Company cannot continue to expand its real estate loan base, it may not generate enough revenues to service its debt obligations, including the Notes. Accordingly, the Company will continue to rely upon repeat borrowers, word of mouth referrals and the referral network of outside mortgage brokers and consultants that Mr. Chittick has developed. See "Business-Target Markets and Potential Future Markets."

Demand for Real Estate Loans

The Company's success depends, in part, upon its ability to continue to develop and achieve growth in its real estate lending operations and to manage this growth effectively. In

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formulating and implementing its business plan, the Company relied on the judgment of its officer and consultants, and on their research and collective experience to determine customers, marketing strategy and procedure. The Company has not planned, conducted or contracted for any independent market studies concerning the anticipated demand for the Company's real estate lending services. Although the Company has reviewed general reports concerning the number of houses being built, houses for sale, jobs created and people relocating to Metropolitan Phoenix, the Company has not reviewed any specific analysis concerning the demand for its niche in real estate lending. Although Mr. Chittick and the Company have developed a network of qualified borrowers and referral sources of current borrowers and escrow officers, there can be no assurance that there will continue to be sufficient demand for loans by qualified borrowers. To the extent that there is insufficient demand for loans by qualified borrowers, this could have an adverse effect on the anticipated demand for the Company's real estate lending services and limit the Company in its efforts to generate sufficient revenues to make scheduled interest and principal payments on the Notes needed for growth. See "Business-Target Markets and Potential Future Markets."

Management of Rapid Growth

The Company's success depends, to a large extent, on its ability to achieve growth in the number of loan applications and closings, the due diligence and servicing of these loans and the ability to manage this growth effectively. This growth will challenge the Company's management, resources and systems. As part of its business strategy, the Company intends to pursue continued growth through its business contacts, marketing capabilities and marketing alliances. As the Company continues to grow, the Company will need to expand its resources and systems to manage future growth, but there can be no assurance that the Company will continue to be able to grow in the future or to even manage this growth effectively. Failure to do so could materially and adversely affect the Company's business and financial performance. See "Business," and "Management."

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No Sinking Fund Provision; No Separate Loan Loss Reserve; Lack of Governmental Insurance

The Notes represent general obligations of the Company and will not be subject to redemption through a sinking fund. Although the Company does not currently maintain a loan loss reserve fund, the Company's Management tries to maintain an allowance for losses as part of the Company's general assets at a level that Management believes is adequate to absorb any anticipated losses. At this time, the Company reserves the right to maintain such reserve in the Company's discretion, but the Company has no plans to currently implement a separate loan loss reserve fund. As a result, the risk of loss on the Notes is greater than would be the case if the Notes were backed by a sinking fund or if the Company funded and maintained a separate loan loss reserve fund. Repayment of the Notes by the Company is not secured by any property owned by the Company or any third party. There will be no limitation on the amount of future indebtedness that the Company may issue, create or incur, and the Company will not be prohibited from permitting liens to be placed on or creating senior liens on its property for any purpose, including for the purpose of securing payments or additional indebtedness. Furthermore, neither the Federal Deposit Insurance Corporation nor any other state or federal government agency insures the Notes. See "Description of Securities."

Terms of Notes

The Company expects to redeem the Notes as they mature, including the initial principal balance of each Note and all accrued and unpaid interest. However, the Company has the right to redeem the Notes at any time prior to maturity upon 30 days' written notice to the Noteholder. In the case of early redemption, the Company has the absolute discretion to select the Notes that it will redeem, and there is no requirement that Notes be redeemed from Noteholders on a pro rata or any other basis. Notes redeemed prior to maturity would prevent Noteholders of the Notes called for redemption from receiving the anticipated return on such Notes. See "Description of Securities."

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Proceeds From Subsequently Issued Notes May Be Used to Repay Earlier Maturing Notes

The Company may be dependent upon the proceeds of subsequently issued Notes to repay earlier maturing Notes. If sufficient proceeds from such subsequently issued Notes are not raised, the Company would rely on its cash reserves, its operating capital and proceeds from the sale of Trust Deeds to repay the earlier maturing Notes. Such funds may be insufficient to repay the earlier maturing Notes, in which event the Company may be unable to repay such Notes or the subsequently issued Notes. The ability of a Noteholder to obtain payment of principal and interest on a Note in these circumstances could be limited to the extremely unlikely event that the Noteholder gains control over and sell assets of the Company. See "Use of Proceeds" and "Description of Securities."

Variable Rates and Maturities of Notes

Each Note bears a fixed rate of interest from the date of its issuance until maturity or early redemption. However, Notes issued subsequent to those purchased by an investor may be issued at higher or lower interest rates and shorter or longer maturities, depending upon market conditions and other factors. Notes outstanding at any given time will not be modified to reflect the terms and conditions of such subsequently issued Notes. Therefore, any particular investor risks investing in the Notes on terms less favorable than may be available at later dates to future investors. See "Description of Securities."

Management anticipates that the interest rate on each Note will be determined and agreed upon on the date of issuance, in significant part, by the demand for funds and the competitive environment in the foreseeable future by the Company. Since the interest rate the Company may charge for its loans to its customers is limited by competitive and other factors, the Company may not be able to increase the interest rates charged on its loans to compensate for increases in its funding rate to investors. Similarly, the Company may not be able to decrease the funding rate to its investors to compensate for decreases in the interest rates charged on its loans to its customers. Also, market forces could eliminate the interest rate difference between the interest

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rate paid to Investors and the interest rate charged to the Company's customers. See "Description of Securities."

Value of Company's Assets

The Notes, together with all other outstanding Notes and all other advances or liabilities owed by the Company to any holder of an outstanding Note, will be unsecured as to any and all assets owned by or later acquired by the Company (the "Company's Assets"). There can be no assurance that the proceeds of any sale of the Company's Assets pursuant to and following an Event of Default (as defined in "Description of Securities") would be sufficient to repay the Notes. In addition, investors in the Notes will have no ability to cause a sale of Company assets. See "Use of Proceeds," "Business" and "Description of Securities."

Collections and Foreclosures

The Company is responsible for collecting payments from loan obligors and for foreclosing under the applicable Trust Deed in the event of default by an obligor. If the Company must complete a project repossessed by it, the Company may have to inject additional capital, which it may not be able to fully recover. Further, the completion time may be in excess of one year, causing a severe strain on the cash flow of the Company, depending upon the project size. The Company also is subject to strict state law requirements in the collection and repossession of its collateral securing each loan. Although the Company will make every effort to comply with all applicable laws, any failure to comply may subject the Company to severe monetary damages or penalties and may result in administrative or judicial action against the Company. See "Business-Regulation."

No Assurance of Conventional Financing for the Company's Operations

In addition to Note proceeds, the Company may establish lines of credit or obtain various forms of financing from a financial institution or any other person or entity. The Company's

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management believes that during the past few years, conventional financing for speculative business enterprises, such as the Company's lending operations, has become more difficult to obtain. If regular, continued sale of the Notes is not successful, and the Company is not able to obtain sufficient financing from other sources, the Company may be forced to sell Trust Deeds and/or loans in its portfolio to pay maturing Notes as they come due. Mr. Chittick has provided liquidity to the Company through an equity line of credit in the past and he intends to do so in the future. When Mr. Chittick advances funds to the Company from this equity line of credit, Mr. Chittick draws an interest rate of 12% per annum from the Company. Funds advanced in this manner are generally only short term (3-5 days). If the Company were to require additional conventional financing, the lender will probably secure its loan through Mr. Chittick to the Company by requiring a lien on the Company's assets, including the Trust Deeds. The lender's lien would have priority to any claims of any of the investors in the Notes, which puts these investors at risk. There can be no assurance the Company would be able to receive sufficient proceeds from the sale of the loans or Trust Deeds to repay any additional financing, if applicable, and to repay all of the outstanding Notes. See "Use of Proceeds," "Business" and "Description of Securities."

Regulation

Because it will not make loans for personal, family or household purposes, the Company believes it has structured its operations to be exempt from various federal and state regulations, and particularly from regulations affecting lending and financial institutions. If it is determined that the Company has not structured its operations so that it is exempt from regulation, the Company could become subject to extensive regulation, including the Truth in Lending Act, the Homeownership and Equity Protection Act of 1994, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act and the Home Mortgage Disclosure Act, as well as various state laws and regulations. Failure to comply with any of these requirements or any similar state law requirement, may result in, among other results, demands for indemnification or repurchase, rescission rights, lawsuits, administrative enforcement actions and civil and criminal liability. In addition, there can be no assurance that existing regulations will not be revised to govern the activities of the Company as currently

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structured. Compliance with existing or future regulation could be costly and could materially and adversely affect the operations of the Company. See "Business – Regulation," including the predatory mortgage lending discussion contained therein.

FHA Regulations

If new regulations are issued by the Federal Housing Administration or if a more strict interpretation of any of its regulations is implemented in the future, such regulations could reduce the demand for the Company's loans from prospective borrowers, which could impair the Company's ability to keep all of the proceeds from this offering fully invested. See "Business – Regulation."

No Assurance of Successful Placement of the Notes

The Notes are being privately placed by the Company to qualified investors who intend to hold them for their own account until maturity. There is no underwriter, and there is no assurance that the Company will be successful in the continued placement of the Notes in a manner sufficient to satisfy its cash flow requirements to continue funding loans to its borrowers. See "Use of Proceeds" and "Business."

Absence of Public Market/ Non-Transferability of Notes

The Notes have not been registered under the Act or any state securities law and, unless so registered, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Act and applicable state securities laws. The Company does not intend to register the Notes under the Act or any state securities law. In addition, the Notes are non-transferable without the prior written consent of the Company, which consent may be withheld in the Company's sole discretion. Accordingly, there is no public or private trading market for the Notes, and it is highly unlikely that a trading market

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will develop. The Company has no obligation to make any effort to cause a trading market to develop and does not intend to take any actions to cause a trading market to develop. Accordingly, and because the restricted nature of the security prohibits the purchase of the Notes for any purpose other than holding to maturity, an investor in the Notes must anticipate holding the Notes to maturity. See "Description of Securities."

Impact of Change in Economic Conditions

An unforeseen change of general economic conditions, and particularly in Arizona and the southwestern United States, may adversely impact the Company's business and its ability to generate sufficient operating income to satisfy its debt obligations, including its obligations under the Notes as they become due. The Company maintains the right to adjust the interest paid in subsequently offered Notes and on the Notes offered hereby with 30 days' written notice. In the past, Arizona's real estate market has been cyclical and has experienced severe fluctuations. Investors should anticipate that these real estate markets might experience cyclical fluctuations in the future. The Company would adjust its operations in response to changing conditions, but there can be no assurance that the Company will be able to operate as planned during periods of such fluctuation or adjust its operations to avoid the impact of such changed conditions. See "Business-Target Markets and Potential Future Markets."

Dependence on Key Personnel

The Company is dependent on the continued services of Mr. Chittick. The Company's ability to continue its lending operations would be significantly and adversely affected by the loss of Mr. Chittick if a qualified replacement could not be found without undue delay. Although Mr. Chittick occasionally uses the services of outside consultants who have assisted Mr. Chittick in limited absences, it is unlikely that an outside consultant would be able to perform Mr. Chittick's duties as successfully as Mr. Chittick has done. If Mr. Chittick is disabled or unavailable for a long period of time, Mr. Chittick has developed a contingency plan for a consultant to wind down the Company's business, but there can be no assurance that such

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plan will be successful. See "Management-Contingency Plan in the Event of the Death or Disability of Mr. Chittick."

Management's Outside Interests and Conflicts of Interest

Mr. Chittick may maintain some activity in personal investments outside of the Company and he may manage similar types of outside portfolios as those maintained by the Company. Some of the Company's outside consultants who occasionally assist Mr. Chittick also make investments in loans secured by deeds of trust. In addition, Mr. Chittick invests in similar instruments on his own behalf. Since the Company plans to invest in portfolios similar to those of some of its consultants and Mr. Chittick, and because of the past (and limited present) consulting relationships between and among Mr. Chittick and some consultants, conflicts of interest exist and will continue to exist between the Company and the outside interests of Mr. Chittick and some consultants. See "Management."

No Protections From Investment Company Act Registration

The Company is not registered, and does not intend to register, under the Investment Company Act of 1940 in reliance upon an exclusion from the definition of an investment company provided in Section 3(c)(5) thereof. As a result, the operation and conduct of the Company's business will be subject to substantially less federal and state regulation and supervision than a registered investment company. If the Company was subject to the Investment Company Act of 1940, the Company would be required to comply with significant, ongoing regulation which would have an adverse impact on its operations. This could occur if a significant proportion of the proceeds from the sale of the Notes were invested in short-term debt instruments for longer than a one-year period. The Company intends to take all reasonable steps to avoid such classification. See "Business."

No Protections From Investment Advisers Act of 1940 or Analogous Arizona Law

The Company is not registered or licensed, and does not intend to register or become licensed as an investment adviser with the State of Arizona or with the SEC pursuant to the Investment Advisers Act of 1940 because the Company's management believes that the Company is not engaged in the business of providing investment advice for compensation. Accordingly, the operation and conduct of the Company's business will be subject to less federal and state regulation and supervision than a registered investment adviser. If the Company was subject to the Investment Advisers Act of 1940 or the analogous Arizona law, the Company would be required to comply with significant, ongoing regulation which could cause the Company to incur additional costs, adversely impacting its operations. This could occur if the Company were deemed to be engaged in the business of providing investment advice for compensation and the Company cannot avail itself of the private investment adviser exemption under Arizona law or the forthcoming exemptions under the Rules to be promulgated by the SEC pursuant to the Dodd-Frank Act. The Company intends to take all reasonable steps to avoid such classification. See "Business."

Control by and Benefits to Insiders

Noteholders will not be able to influence the management of the Company because Mr. Chittick owns all of the outstanding shares of common stock of the Company. See "Management" and "Principal Shareholder."

Difficulties and Costs of Continuous Offering

Until the maximum offering proceeds are attained or the Company terminates this offering, the Company expects to offer the Notes for placement on a continuing basis for two years from the date of this Memorandum unless the Company changes its operations or method of offering in any material respect prior to the expiration of the two year offering period. See "Plan of Distribution." In order to continue offering the Notes during this period, the Company will need to update this Memorandum from time to time. Keeping the information in the Memorandum current will cause the Company to incur additional costs. A failure to update this Memorandum as required could result in the Company being subject to a claim under Section 10b-5 of the Securities Act for employing a manipulative or deceptive device in the sale of securities, subjecting the Company, and possibly the management of the Company, to claims from regulators and investors. In addition, an investor might seek to have the sale of the Notes hereunder rescinded which would have a serious adverse effect on the Company's operations.

Certain Charter Provisions

Arizona law provides that Arizona corporations may include provisions in their articles of incorporation or bylaws relieving directors and officers of monetary liability for breach of their fiduciary duty as director or officers, respectively, except for the liability of a director or officer resulting from: (i) any transaction from which the director derives an improper personal benefit; (ii) acts or omissions involving intentional misconduct or the absence of good faith; (iii) acts or omissions showing reckless disregard for the director's or officer's duty; or (iv) the making of an illegal distribution to shareholders or an illegal loan or guaranty.

The Company's Articles of Incorporation provide that the Company's directors are not liable to the Company or its shareholders for monetary damages for the breach of their fiduciary duties to the fullest extent permitted by Arizona law. The Company's Bylaws provide that the Company may indemnify its directors and officers as to those liabilities and on terms and conditions permitted by Arizona law including the payment of expenses incurred by a director or

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officer in advance of final disposition of the proceeding following the furnishing of certain written representations.

Notes Are Unsecured General Obligations

The Notes are unsecured obligations of the Company, and Noteholders will be general unsecured creditors of the Company. The Notes do not limit the Company's ability to obtain additional capital from other sources and do not limit the Company's ability to grant such other financing sources liens or other security interests in the Company's assets and other property. If a bankruptcy proceeding is commenced by or against the Company, creditors of the Company who were granted a security interest in the Company's property will be entitled to repayment prior to any general unsecured creditors of the Company, including the Noteholders. The Company may also incur additional unsecured obligations, which could reduce the funds available for repayment of the Notes in a bankruptcy or other liquidation scenario. Title 11 of the United States Code (the Bankruptcy code") also specifies that certain other creditors be entitled to repayment prior to general unsecured creditors. There can be no assurance that the Noteholders will receive any payments in respect of the Notes if the indebtedness of any secured creditors of the Company exceeds the value of such secured creditors' collateral.

Changes in Investment and Financing Polices Without Noteholder Approval

The major business decisions and policies of the Company, including its investment and lending policies and other policies with respect to growth, operations, debt and distributions, will be determined by the Company's management. The Company's management will be able to amend or revise these and other policies, or approve transactions that deviate from these policies, from time to time without a vote of the Noteholders. Accordingly, the Noteholders will have no control over changes in strategies and policies of the Company, and such changes may not serve the interests of all the Noteholders and could materially and adversely affect the Company's financial condition or results of operations.

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Issuance of Additional Debt and Equity Securities

The Company will have authority to offer additional debt and equity securities for cash, in exchange for property, services or otherwise. The Noteholders will have no preemptive right to acquire any such securities. Further, the Company is not subject to any agreement that limits or restricts the amount or the terms of additional debt that the Company may incur in the future. To the extent that the Company incurs debt and grants its creditors security interests in or other liens upon the Company's assets or other collateral, those other creditors would enjoy priority in right of payment compared to the Noteholders, up to the value realizable from such collateral.

Concentration of Loans in Arizona

The Company's portfolio of loans is concentrated in Arizona. Consequently, the Company's operations and financial condition are dependent upon general trends in the Arizona market in which such concentration exists and, more specifically, its respective real estate market. A decline in a market in which the Company has a concentration may adversely affect the values of properties securing the Company's loans, such that the principal balance of such loans may equal or exceed the value of the underlying properties, making the Company's ability to recover losses in the event of a borrower's default unlikely. In addition, uninsured disasters such as floods, terrorism, and acts of war may adversely impact the borrowers' ability to repay loans, which could have a material adverse effect on the Company's results of operations and financial condition.

Possible Inadequacy of Allowances for Loan Losses

The Company's allowance for losses related to the loans is maintained at a level considered adequate by management to absorb anticipated losses, based upon historical experience and upon management's assessment of the collectibility of loans in the Company's portfolio from time to time. The amount of future losses is susceptible to changes in economic, operating and other conditions, including changes in interest rates that may be beyond the

Company's control and such losses may exceed current estimates. Although management believes that the Company's allowance for losses related to the loans is adequate to absorb any losses on existing loans that may become uncollectible, there can be no assurance that the allowance will prove sufficient to cover actual losses related to the loans in the future.

Broad Management Discretion as to Use of Proceeds

The net proceeds to be received by the Company in connection with this offering will be used for working capital and general corporate purposes, including the funding of loans. Accordingly, management will have broad discretion with respect to the expenditure of such proceeds. Purchasers of the Notes will be entrusting their funds to the Company's management, upon whose judgment they must depend, with limited information concerning the specific working capital requirements and general corporate purposes to which the funds will ultimately be applied. See "Use of Proceeds."

Company Is Exposed to Risks of Being a Lender

The current economic downturn could severely disrupt the market for real estate loans and adversely affect the value of any outstanding real estate loans made by the Company, and in turn the Notes. Non-performing real estate loans may require substantial negotiations by the Company with the borrower in order for the Company to ultimately obtain the underlying property used as collateral for the loan. The Company may incur additional expenses to the extent it is required to negotiate with the borrower in order to obtain the underlying property. In the event the Company is unable to obtain the underlying property, because of the unique and customized nature of a real estate loan, certain real estate loans may not be sold easily. One or more non-performing real estate loans secured by property that the Company is unable to obtain could have a negative affect on the performance of the Company and the return on your investment.

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Governmental Action May Reduce Recoveries on Non-Performing Real Estate Loans

In the event the Company decides to foreclose on a real estate loan, legislative or regulatory initiatives by federal, state or local legislative bodies or administrative agencies, if enacted or adopted, could delay foreclosure, provide new defenses to foreclosure or otherwise impair the ability of the Company to foreclose on a real estate loan in default. Various jurisdictions have considered or are currently considering such actions, and the nature or extent of the limitation on foreclosure that may be enacted cannot be predicted. Bankruptcy courts could, if this legislation is enacted, reduce the amount of the principal balance on a real estate loan, reduce the interest rate, extend the term to maturity or otherwise modify the terms of a bankrupt borrower's real estate loan.

Property Owners Filing for Bankruptcy May Adversely Affect the Company and the Notes

The filing of a petition in bankruptcy automatically stops or "stays" any actions to enforce the terms of a real estate loan. Further, the bankruptcy court may take other actions that prevent the Company from foreclosing on the underlying property. A court may require modifications of the terms of a real estate loan, including reducing the amount of each monthly payment, changing the rate of interest and altering the payment schedule, thus allowing the borrower to keep the underlying property and thus preventing foreclosure by the Company and/or making the sale of the real estate less profitable. A court may also permit a borrower to cure a monetary default relating to a real estate loan by paying arrearages within a reasonable period and reinstating the original real estate loan payment schedule, even if a final judgment of foreclosure has been entered in a state court. Any bankruptcy proceeding will, at a minimum, delay the Company in achieving its investment objectives and may adversely affect the Company's profitability.

Violation of Various Federal, State and Local Laws May Result in Losses

Violations of certain federal, state or local laws and regulations relating to the protection of consumers, unfair and deceptive practices and debt collection practices may subject the

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Company to damages and administrative enforcement. In the event that a real estate loan issued by the Company was not originated in compliance with applicable federal, state and local law, the Company may be subject to monetary penalties and could result in the borrowers rescinding the affected real estate loan. As a result, the Company may not be able to achieve its financial projections with respect to the particular underlying property.

Delays in Liquidation Due to State and Local Laws

Property foreclosure actions are regulated by state and local statutes and rules and are subject to many of the delays and expenses of other lawsuits, sometimes requiring several years to complete. As a result, if the Company is not able to obtain the property voluntarily from the borrower, the Company may not be able to quickly foreclose on and subsequently sell a property securing a real estate loan.

An Investment in the Notes May Not Be Consistent With Section 404 of ERISA

Persons acting as fiduciaries on behalf of a qualified profit sharing, pension or other retirement trusts subject to the Employee Retirement Income Security Act of 1974 ("ERISA") should satisfy themselves that an investment in the Notes is consistent with Section 404 of ERISA and that the investment is prudent, taking into consideration cash flow and other objectives of the investor.

There Can Be no Assurance of Confidentiality

As part of the subscription process, investors will provide significant amounts of information about themselves to the Company. Pursuant to applicable laws, such information may be made available to third parties that have dealings with the Company, and governmental authorities (including by means of securities law-required information statements that are open to public inspection). Investors that are highly sensitive to such issues should consider taking steps

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to mitigate the impact upon them of such disclosures (such as by investing in the Notes through an intermediary entity).

Legal Counsel to the Company and Its President Does Not Represent the Noteholders

Each investor must acknowledge and agree in the Subscription Agreement that legal counsel representing the Company and its President does not represent, and shall not be deemed under the applicable codes of professional responsibility, to have represented or to be representing, any or all of the investors.

Legal Counsel to the Company Will Represent the Interests Solely of the Company and Its President

Documents relating to the purchase of Notes, including the Subscription Agreement to be completed by each investor, will be detailed and often technical in nature. Legal counsel to the Company will represent the interests solely of the Company and its President, and will not represent the interests of any investor. Accordingly, each prospective investor is urged to consult with its own legal counsel before investing in the Company and the purchase of the Notes. Finally, in advising as to matters of law (including matters of law described in this Memorandum), legal counsel has relied, and will rely, upon representations of fact made by the Company's President. Such advice may be materially inaccurate or incomplete if any such representations are themselves inaccurate or incomplete, and legal counsel generally will not undertake independent investigation with regard to such representations.

Federal Income Tax Risks

The discussion entitled "Certain United States Federal Income Tax Considerations" includes a discussion of certain U.S. income tax risks involved in an investment in the Notes. The section does not discuss all aspects of U.S. federal income taxation that may be relevant to any particular investor and cannot address any investor's specific investment circumstances. In

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addition, the section does not include a discussion of state, local or foreign tax laws. Each investor should consult its own tax advisor with respect to these and other tax consequences of an investment in the Notes.

FORWARD-LOOKING STATEMENTS

This Confidential Private Offering Memorandum, including information incorporated by reference in this Memorandum, contains forward-looking statements regarding the Company's plans, expectations, estimates and beliefs. Actual results could differ materially from those discussed in, or implied by, these forward-looking statements. When used in this Memorandum, the words "anticipate," "intend," "believe," "estimate," and other similar expressions generally identify forward-looking statements, which are found throughout this Memorandum whenever statements are made that are not historical facts. Accordingly, such forward-looking statements might not accurately predict future events or the actual performance of an investment in the Notes. In addition, you must disregard any projections and representations, written or oral, which do not conform to those contained in this Confidential Private Offering Memorandum.

USE OF PROCEEDS

The Company intends to use the net proceeds received from the sale of the Notes, primarily for operating capital, to purchase and fund Trust Deeds and to acquire interests in properties or notes, which the Company's management anticipates to be able to resell or collect as applicable. The proceeds from the sale of Notes may be used to repay earlier maturing Notes; provided, however, the Company will limit the amount of money that may be raised for this purpose so that the Company will not become subject to the Investment Company Act of 1940. See "Risk Factors – Proceeds From Subsequently Issued Notes May Be Used to Repay Earlier Maturing Notes."

The Company may use proceeds from this private placement for general business purposes, including rent, advertising, labor and administrative expenses, if needed, investment, expansion or the purchase of capital assets and to fund loans to borrowers and purchase Trust Deeds. However, the Company expects that no more than .05 percent of the proceeds of the offering will be allocated to general business purposes. The Company is not required to maintain reserves or to deposit any of the proceeds of the offering, into a reserve account, for the purpose of providing liquidity to service interest payments on, and redemption of, the Notes as they mature. The Company does not intend to maintain reserves from the proceeds of the offering in a cash reserve account. The remaining proceeds, net of cash reserves, if any, should be available to fund and purchase Trust Deeds. The Company is not required or obligated to give Noteholders notice of any changes in the Company's intended use of proceeds of the offering. See "Business."

The following table sets forth the Company's best estimates of the use of the minimum and maximum target gross proceeds from the sale of the Notes.

	Minimum Amount Raised	*Percent of Offering*	*Target Amount Raised*	*Percent of Offering*
Gross Offering Proceeds	$500,000	100%	$50,000,000	100%
Commissions & Costs (1)	-0-	0%	-0-	0%
Cash Reserve (2)	-0-	0%	-0-	0%
General Business (3)	$25,000	5%	$25,000	.05%
Proceeds Available For Funding/ Purchase of Construction Loans (4)	$475,000	95%	$49,975,000	99.95%

(1) The Company does not anticipate paying costs and commissions in excess of the costs associated with this offering. The Notes may be purchased directly from the Company without commission. Notes maturing more than two years also may be purchased by investors using qualified funds (i.e., IRA, SEP IRA, ROTH IRA and Keogh Plans), through a licensed broker-dealer and with an approved custodian; provided, that such investments meet the investor suitability requirement.

(2) Company intends (but is not required) to maintain cash reserves (or access to other funds) approximately equal to a minimum of one percent of the aggregate balance of Notes outstanding in its general accounts to provide funds to service interest payments and to facilitate redemption of the Notes. This amount will be calculated using a proprietary cash-flow management model. Interest accruing in the general accounts will belong to the Company.

(3) Company anticipates that its current facilities are adequate to fund real estate loans and to service the volume of contracts that would be purchased at the minimum level of proceeds. If its business is significantly increased, the Company may invest in additional personnel, computer equipment and facilities capable of processing increased data. General business expenses may also include the offering expenses.

(4) This use of the proceeds is only an estimate and the Company reserves the right to allocate the proceeds in a different manner consistent with the Confidential Private Offering Memorandum.

PRIOR PERFORMANCE

Mr. Chittick organized the Company in April of 2001 to provide a short-term funding source for primarily real estate developers and foreclosure specialists. Mr. Chittick has arranged for the funding and administration of real estate loans since that time. The chart set forth below indicates the Company's history in raising money from investors, the number of loans made, the aggregate amount of such loans, the underlying values of the security for such loans and any problems with respect to such loans.

Mr. Chittick initially capitalized the company with one million dollars of his personal funds. From July 2001 through December 2001, an additional $500,000 was raised from investors. In 2002, an additional $930,000 was raised from investors. In 2003, an additional $1,550,000 was raised from existing and new investors. In 2004, the amount from both old and new investors increased to an additional $2,450,000. In 2005, an additional $2,670,000 was raised from existing and new investors. In 2006, an additional $2,800,000 was raised from existing and new investors. In 2007, an additional $2,400,000 was raised from existing and new investors. In 2008, an additional $3,000,000 was raised from existing and new investors. In 2009, an additional $2,100,000 was raised from existing and new investors. In 2010, an additional $2,800,000 was raised from existing and new investors. From January 2011 to June, 2011, an additional $4,700,000 was raised from existing and new investors. Mr. Chittick uses an equity line of credit to help facilitate cash flow for the Company. All of the money raised from investors has been through the sale of promissory notes like those being offered in this placement. Such notes were for terms of 6 to 60 months and have, to date, drawn interest at the rate of 8 to 12% per annum. The Company has never defaulted on either interest or principal for any of such notes.

The money raised by the Company from investors has historically been divided into a large portfolio of loans secured by marketable properties with varying values and locations in the Phoenix metro area. The Company is currently lending in approximately 20 cities in the Phoenix metro area, which includes Maricopa and Pinal Counties. The Company will have loans secured by properties in many of these cities simultaneously. The Company has endeavored to maintain a large and diverse base of borrowers as well as a diverse selection of properties as collateral for

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its loans to the borrowers. However, in response to the more recent challenging conditions in the real estate market, the Company has focused on maintaining relationships with borrowers that have a proven track record with a good payment history and performance. The Company continues to strive to achieve a diverse borrower base by attempting to ensure that one borrower will not comprise more than 10 to 15 percent of the total portfolio.

All real estate loans funded by the Company have been and are intended to be secured through first position trust deeds. The loan to value ratio of the Company's overall portfolio has averaged less than 70% and the Company intends to maintain a loan to value ratio of 50% to 65%.

Year	Loans Funded	Loan Value	Value of Loans	Loans Repaid	Loans Repaid Value	Value of Homes Repaid
2001	37	$3,378,000.00	$6,393,000.00	15	$1,452,000.00	$2,431,000.00
2002	69	$5,685,000.00	$878,000.00	66	$5,267,000.00	$9,076,300.00
2003	124	$11,673,000.00	$1,753,500.00	106	$963,500.00	$14,488,500.00
2004	185	$19,907,000.00	$30,422,600.00	170	$17,951,700.00	$26,939,500.00
2005	236	$34,955,700.00	$50,487,300.00	232	$31,001,940.00	$45,111,500.00
2006	215	$34,468,100.00	$52,784,000.00	212	$35,301,250.00	$53,037,200.00
2007	272	$42,579,634.00	$65,931,500.00	257	$41,424,815.00	$65,482,800.00
2008	304	$38,864,660.00	$63,671,300.00	257	$34,578,755.00	$56,369,400.00
2009	412	$41,114,707.00	$72,078,020.00	349	$39,416,824.00	$67,718,100.00
2010	390	$37,973,097.00	$63,771,350.00	355	$37,175,201.00	$61,666,170.00
*2011	378	$36,187,995.00	$62,240,600.00	*300	$29,883,992.00	$51,004,900.00
		$306,786,893.00	$470,411,170.00		$274,416,977.00	$453,340,370.00
	2622			2319		

*Through June 30, 2011

From 2001-2005, all interest due from all loans was collected.

In 2006, one loan that was foreclosed on, and successfully resold, did not pay all the interest due. However, the small uncollected amount was absorbed by the Company.

In 2007, one condominium loan, two house loans, and one land loan were foreclosed. While the condominium and houses were sold with minimal principal loss, much of the interest

was collected on all four loans. One land loan was written off. The loss was absorbed by the Company.

In 2008, one condominium and six homes were sold with minimal principal loss; much of the interest was collected on all the loans. The loss was absorbed by the Company. There were 15 more homes that were either foreclosed on or ownership was acquired through the deed in lieu process. These houses are presently either for sale on the retail market, or have been rented and are for sale on the investor market.

In 2009, one condominium and 12 homes were sold with principle loss; much of the interest was collected on all the loans. The loss was absorbed by the Company. The Company also acquired a 12-plex that was a construction loan. This is being rented and managed by a property management firm.

In 2010, one house was sold for a loss. It was acquired through foreclosure in 2009; the loss was absorbed by the Company.

In 2011, three homes were sold for a loss. The losses were absorbed by the Company. There were three homes that were sold for a gain and all interest was paid in full. One loan was foreclosed on, sold at the auction, all principle, interest, late fees and foreclosure fees associated with the sale were collected. One house is presently in escrow, which will close in July, to which a gain will be made.

The Company presently has three condominiums, 12 houses and a 12-plex that are all being rented. A professional management company has been retained to manage these properties. All of these properties are listed to be sold. The rent received is at or slight negative to the cost of capital for the Company. It was Management's decision to retain these properties rather than sell them and take a loss. Now that the market has shown some signs of strengthening, it is believed that these properties can be sold for minimal loss to the Company.

The Company currently has one condominium and one lot that are for sale. The lot is currently be negotiated to be rented by a construction company at the cost of capital. The goal is sell both of these properties as soon as possible.

Since inception through June 30, 2011, the Company has participated in 2622 loans, with an average loan amount of $116,000, with the highest single loan being $800,000 and lowest being $12,000. The aggregate amount of loans funded is $306,786,893 with property values totaling $470,411,170. The total amount of loans that have funded and closed is $274,416,977 with home values equaling $453,340,340. These loans have borne interest rates of 18% per annum. The interest rate paid to noteholders has ranged from 8% to 12% per annum through such date. Each and every Noteholder has been paid the interest and principle due to that Noteholder in accordance with the respective terms of the Noteholder's Notes. Despite any losses incurred by the Company from its borrowers, no Noteholder has sustained any diminished return or loss on their investment in a Note from the Company.

MANAGEMENT

Directors and Executive Officers

The Director and Executive Officer of the Company are: Denny J. Chittick, 4_, President, Vice President, Treasurer, and Secretary.

Denny J. Chittick worked at Insight Enterprises, Inc, a publicly traded company, for nearly 10 years, holding many different positions from finance, accounting, operations and held the position of Sr. Vice President and CIO when he left the company in 1997. Since leaving Insight, he has been involved in several different companies, including a software company, internet company and finance company. Mr. Chittick holds a degree in Finance from Arizona State University.

Real Estate Consultant

The Company will have only one employee, which will require the Company to use outside consultants on a periodic basis to provide various services. These consultants may be retained to assist with any necessary due diligence in connection with these loans and, to the extent necessary, to assist with the closing of a loan.

Employees

With the assistance of outside consultants on an as-needed basis, Mr. Chittick intends to operate the Company as its primary employee, analyzing, negotiating, originating, purchasing and servicing Trust Deeds by himself. As the portfolio of contracts increases, the Company may add additional personnel.

Contingency Plan in the Event of Death or Disability of Mr. Chittick

In the event that Mr. Chittick is unable to perform his duties to continue the operation of the Company in any capacity, Mr. Chittick has a written agreement with Robert Koehler, an owner of RLS Capital, Inc. to provide or arrange for any necessary services for the Company. Robert has twelve (12) years of experience supporting real estate loan portfolios similar to the portfolio of the Company. Robert holds a real estate license in Arizona and has worked as a loan officer in the residential and commercial transactions and has conducted due diligence effort for thousands of private purchase of notes and trust deeds. Robert is respected as a member of the Arizona real estate investment community by investors, borrowers, mortgage brokers, escrow officers and real estate agents. As part of this contingency plan, Robert is a signatory on the Company's bank account. On a weekly basis, Robert receives an updated spreadsheet of all properties currently being used as collateral for a loan. On a monthly basis, Robert receives a spreadsheet of all the investors and what is owed to each of them, and receives the monthly statements for all investors. Pursuant to the agreement with Robert, upon Robert's receipt of instructions from Denny Chittick, or from other designated individuals, or upon medical confirmation that Mr. Chittick is unable to continue to perform his duties as President of the Company for an extended period of time, Robert will act to close down the Company's business by collecting all of the monies due on the Trust Deeds and Robert will return all of the principal and interest owed to the investors pursuant to the Notes.

Management Compensation

As the sole shareholder, Mr. Chittick receives a salary consistent with IRS guidelines. Salary adjustments are made at year-end in order for Mr. Chittick to fund his 401(K) and to pay his income taxes. Year-end profits are taxed to Mr. Chittick pursuant to the U.S. Internal Revenue Code rules applicable to Subchapter S corporations. Therefore, year-end profits may be distributed to Mr. Chittick. In addition, Mr. Chittick is paid interest on Notes funded by Mr. Chittick in the same manner as the other investors. See "Management – Management Compensation." As the Company expands its lending operations and increases the workload of

Mr. Chittick, he reserves the right to receive an increased salary so long as there is no current default under the Notes.

Ownership Compensation

The Company receives its revenue primarily from interest earned on trust deeds, rents on properties owned by the Company, interest on cash reserve accounts, and interest earned on investments made by the Company after subtracting interest paid on its debts. The amount of profits, and therefore, compensation to Mr. Chittick, will be dependent upon the amount of Notes sold, Trust Deeds acquired, loans made and the terms of such loans. After payment of its principal and interest obligations under the Notes, the Company distributes the balance to Mr. Chittick; provided, however, the Company may (but is not required to) retain earnings in the Company up to a level of "reserve" or "retained earnings" goals that the Company deems adequate. Subject to the need to adjust these goals due to special liquidity needs due to plans to repay Notes or to fund future Trust Deeds, the Company anticipates that it will be able to achieve and maintain adequate reserve goals to meet the Company's obligations.

Mr. Chittick may have significant investments in the Notes, for which the Company will pay him monthly interest on the same basis as other Noteholders which investment amount will be subordinated to all other Notes placed pursuant to this Memorandum. (Mr. Chittick currently has invested approximately $2,200,000 in Notes, but this amount varies from $1.9 million to $3.2 million.) See "Description of Securities." The Company intends to pay to Mr. Chittick all retained earnings in excess of any reserves deemed necessary or desirable by Mr. Chittick to meet the Company's obligations.

PRINCIPAL SHAREHOLDER

The following table sets forth the beneficial ownership of shares of the Company's outstanding common stock.

Name and Address	Number of Shares	Percent
Denny J. Chittick	500,000	100%
6132 W. Victoria Place		
Chandler, AZ 85226		

The Company is authorized to issue up to 25,000,000 shares of common stock, but has no intent to issue additional common stock at this time.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Ownership

Based on his 100 percent ownership of the Company's common stock, Denny J. Chittick maintains the exclusive ability to elect directors, appoint officers and manage the operations of the Company.

Competing Businesses

During the four years prior to forming the Company, Denny Chittick personally invested in companies and in real estate loans that are substantially similar to the Company's investments in Trust Deeds. In addition to his activities on behalf of the Company, Mr. Chittick reserves the right to continue his personal investments in real estate and instruments similar to Trust Deeds, which are considered competing businesses of the Company. See "Risk Factors – Management's Outside Interests and Conflicts of Interest."

DESCRIPTION OF SECURITIES

The Company is offering up to $50 million in Notes. The minimum denomination is $50,000, and the maximum denomination is $1,000,000 in a single note. An investor may purchase more than $1,000,000 in Notes, but it will be distributed over different Notes. Denominations increase from the minimum to the maximum in additional increments with a minimum incremental increase of $10,000. Until the maximum offering proceeds are attained or the Company terminates this offering, the Company expects to offer the Notes for placement on a continuing basis for two years from the date of this Memorandum. Absent an earlier termination, the offering will continue for so long as the Company has not changed its operations or method of offering in any material respect. If the Company changes its operations or method of offering in any material respect, the Company will update the Memorandum as necessary to provide correct information to investors. The Company may experience difficulties in conducting a continuous offering of Notes. See "Risk Factors – Difficulties and Costs of Continuous Offering."

The Notes are general obligations of the Company and are superior in priority and liquidation preference to any Notes payable to Mr. Chittick. Mr. Chittick has agreed to subordinate any Notes to which he subscribes to Notes with similar maturities placed with other investors. Although the Company has never defaulted with respect to a Note, including any regular interest payment or the principal and interest due upon the maturity of the Note, if the Company should ever be in default with respect to any Note, Mr. Chittick will subordinate any Notes he may hold until the default is cured and Mr. Chittick will also defer any compensation until the default is cured. While Mr. Chittick has agreed and will act as set forth above in this Memorandum, such agreement is not evidenced in a separate writing signed by Mr. Chittick.

The Notes will bear interest at the rates stated for the term selected. The investor may elect to have interest paid monthly, quarterly or accrue and be paid at maturity. If the investor elects to have interest paid at maturity or quarterly, the interest will accrue monthly and earn compounded interest. Interest is payable on the last day of each period to the investors of the Notes at the principal office of the Company in Chandler, Arizona. At the option of the

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Company, interest payments may be paid by check mailed to the address of the investor entitled thereto as it appears on the Subscription Agreement for the Notes. An investor may request in writing to the Company that a deposit be made to a designated bank or investment account.

The Notes are not transferable without the prior written consent of the Company, which the Company may withhold in its sole discretion. The Company anticipates withholding its consent if the transfer could jeopardize the Company's exemption under Regulation D or any applicable state blue-sky law or the Company's exclusion from the definition of an investment company under the Investment Company Act of 1940.

The Notes are unsecured and are not insured or guaranteed by any state or federal government entity or any insurance company. In event of default, an investor could look only to the Trust Deeds or other assets of the Company for repayment.

As unsecured, general obligations of the Company, the Notes will not have any specific collateral. The Company's Assets include all of the Company's right, title and interest in Trust Deeds owned by the Company, together with all payments and instruments received thereto, real estate owned by the Company as a result of a deed-in-lieu of foreclosure due to a borrower default, and all proceeds of the conversion of any of the foregoing into cash or other liquid property. So long as the Company is not in default on the Notes, the Company is permitted to freely transfer, sell or substitute, in the normal course of business, any Trust Deeds it owns, subject to general restrictions concerning transfers of property; provided, however, the Company may transfer, sell or substitute one or more Trust Deeds if such transfer, sale or substitution is done in connection with a plan to cure a default.

On an annual basis, the Company will retain an independent accounting firm to prepare the 1099's to be issued by the Company to the investors and to prepare the tax return for the Company. On an annual basis and upon written request from an investor, the Company will certify to the requesting investor(s) that the aggregate outstanding principal amount of all cash accounts, other property and Trust Deeds is at least equal to the principal amount of outstanding Notes as of the date of the request.

The Company may, in its discretion, modify the interest rate paid on subsequently issued Notes or the term of such Notes. Any such modification of the interest rate or term will not affect Notes then issued and outstanding.

Notes are initially being offered at the following rates and maturities:

	Note Terms (2) (3)		
Note Amount (1)	**6 Months**	**1 Year**	**2 Years to 5 Years**
$50,000 and up	8% (4)	10% (4)	12% (4)

(1) Note amounts are issued in varied denominations from $50,000 to $1,000,000, and in additional increases with a minimum of $10,000. For qualified funds, the Company will accept minimum contributions in such amounts as reasonably determined by the Company.

(2) Although the Company intends to use its good faith efforts to accommodate written requests from an investor to prepay any Note prior to maturity and the Company has in fact been able to satisfy such requests in a timely manner with interest paid in full, the Company has no obligation to do so and the investor has no right to require the Company to redeem the Note prior to maturity. Upon the Company's election to honor an investor's request to prepay any Note prior to maturity, the Company reserves the right to adjust any interest payable to the investor to the interest rate that would have been payable for the actual outstanding term of the Note.

(3) The Notes may be redeemed by the Company at any time prior to maturity upon 30 days written notice to the investor at a price equal to the principal amount of the Note plus accrued interest to the date of redemption.

(4) The Company also reserves the right, in its sole discretion, to adjust the interest paid on outstanding Notes on 30 days written notice to Noteholders.

The Company has the right to sell, encumber, mortgage, create a lien on or otherwise dispose of any or all of its property, or in any manner secure an indebtedness so that such indebtedness shall have a claim against the assets of the Company securing such indebtedness, all without the consent of the investors of the outstanding Notes provided no Notes are in default. Any security interest granted in any of the Company's assets to secure indebtedness will be superior in priority to the general claim of a Noteholder.

Default may occur with respect to one Note and not another. The Company shall be in default of a particular Note if any of the following events ("Event of Default") occurs with respect to that Note: (a) default for 30 days in any payment of interest on a Note when due; (b) default for 15 days in any payment of principal on a Note when due after maturity; (c) a filing for protection by the Company under Chapters 11 or 7 of the U.S. Bankruptcy Code or a filing for the Company under the U.S. Bankruptcy Code by creditors of the Company which filing is not dismissed within 90 days of the filing date; or (d) default for 90 days after receiving appropriate notice of a breach of any other covenant applicable to a Note. Notwithstanding the events listed above, Mr. Chittick may defer any payment of interest or principal due to Mr. Chittick or an entity controlled by him on any of the Notes subscribed to personally by Mr. Chittick without creating an Event of Default.

The Company may not consolidate with or merge into any corporation, or transfer substantially all of its assets to any person, unless the successor corporation or transferee assumes the Company's obligations on the Notes. The Company has no present intention of merging with another company or consolidating with another company or transferring its assets.

PLAN OF DISTRIBUTION

The Notes may be purchased directly from the Company without commission. Notes maturing in two through five years also may be purchased with qualified monies (such as IRA, SEP IRA, ROTH IRA and KEOGH plans) through a licensed broker-dealer and with an approved custodian; provided, that such investments meet the investor suitability requirements. Transaction costs for Notes purchased with qualified funds will be paid by the Company up to one percent of the Note's face amount. The principal amount of the Note will be equal to the amount paid by the investor, and interest would be calculated on that amount.

The Notes are not registered with the SEC or any other state or federal regulatory agency. No state or federal agency has made any finding or determination as to the fairness of this offering for investment, the adequacy or accuracy of the disclosures, or any recommendation or endorsement of the Notes.

The offering and sale of the Notes is intended to be exempt from registration under the Act by virtue of one or more of the following exemptions provided by: (i) Section 4(2) of the Act; and (ii) Regulation D promulgated under the Act. See "Investor Suitability." In accordance therewith, substantial restrictions are placed on the offering and purchase of the Notes, including, but not limited to, the following:

(1) The transaction may not include any public offering. The offer to sell Notes must be directly communicated to the investor by an officer of the Company and at no time may the Company advertise or solicit by means of any leaflet, public promotional meeting, newspaper or magazine article, radio or television advertisement or any other form of general advertising or general promotion.

(2) The Notes may be purchased only for the investor's own account, for investment purposes only and not with a view to distribution, assignment, hypothecation, resale or to fractionalization in whole or in part.

(3) An investor must meet certain suitability requirements, which are set forth under "Investor Suitability."

(4) The Company must have furnished and made available for inspection all documents and information that the investor has reasonably requested relating to an investment in the Company, including its Articles of Incorporation, stock records and financial account records.

DETERMINATION OF OFFERING PRICE

The rate of return for the Notes offered hereby will be set from time to time by management of the Company to approximate a rate of return competitive with similar securities of other companies engaged in the finance industry. The Company has been in operation since April 2001. There is no market for the Company's securities and none is expected to develop. Accordingly, the rate of return on any Note bears no relation to the results of the Company, to any market price for the Company's securities, to the level of risk involved, or to any recognized measure of valuation or return on investment.

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CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion of certain U.S. federal tax considerations and consequences that may be relevant to a decision to acquire, own and dispose of Notes by an initial holder thereof. This summary only applies to Notes held as capital assets (generally, property held for investment) within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"). Except as set forth below, this summary does not address all of the tax consequences that may be relevant to a particular Noteholder and it is not intended to be applicable to Noteholders that are subject to special tax rules, such as financial institutions, insurance companies, real estate investment trusts, regulated investment companies, grantor trusts, U.S. expatriates, partnerships or other pass-through entities, tax-exempt organizations or dealers or traders in securities or currencies, or to Noteholders that will hold Notes as part of a position in a straddle or as part of a hedging, conversion or integrated transaction for U.S. federal income tax purposes or that have a functional currency other than the U.S. dollar. Moreover, except as set forth below, this summary does not address the U.S. federal estate and gift tax law, the tax laws of any state, local or foreign government or alternative minimum tax consequences of the acquisition, ownership or other disposition of Notes and does not address the U.S. federal income tax treatment of Noteholders that do not acquire Notes as part of the initial distribution at their initial issue price. Each prospective investor should consult its tax advisor, attorney and accountant with respect to the U.S. federal, state, local and foreign tax consequences of acquiring, holding and disposing of Notes.

This summary is based on current provisions of the Code, as amended, existing and proposed U.S. Treasury Regulations, current administrative pronouncements and judicial decisions, each as available and in effect on the date hereof. All of the foregoing are subject to change, possibly with retroactive effect, or differing interpretations which could affect the tax consequences described herein. No advance tax ruling has been sought or obtained from the Internal Revenue Service regarding the tax consequences of the transactions described herein. This discussion does not address tax considerations arising under the laws of any particular state, local or foreign jurisdiction.

PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR TAX ADVISORS, ATTORNEYS AND ACCOUNTANTS REGARDING THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF THE NOTES IN LIGHT OF THEIR PARTICULAR SITUATIONS, AS WELL AS ANY TAX CONSEQUENCES THAT MAY ARISE UNDER THE LAWS OF ANY FOREIGN, STATE, LOCAL OR OTHER TAXING JURISDICTION.

For purposes of this summary, a "U.S. Holder" is a beneficial owner of Notes who for U.S. federal income tax purposes is (i) a citizen or resident (or is treated as a resident for U.S. federal income tax purposes) of the United States; (ii) a corporation created or organized in or under the laws of the United States or any State or political subdivision thereof; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust (1) that validly elects to be treated as a U.S. person for U.S. federal income tax purposes or (2) (a) the administration over which a U.S. court can exercise primary supervision and (b) all of the substantial decisions of which one or more U.S. persons have the authority to control. A "Non-U.S. Holder" is a beneficial owner of Notes who for U.S. federal income tax purposes is (i) a non-resident alien individual; (ii) a foreign corporation; or (iii) a foreign estate or trust the fiduciary of which is a nonresident alien.

If a partnership (or any other entity treated as a partnership for U.S. federal income tax purposes) holds Notes, the tax treatment of a partner in such partnership will generally depend on the status of the partner and the activities of the partnership. Such partner should consult its own tax advisor as to its consequences of holding and disposing of the Notes.

U.S. Holders

Interest

Except as set forth below, interest paid on a Note generally will be includible in a U.S. Holder's gross income as ordinary interest income at the time it is paid or accrued in accordance with the U.S. Holder's usual method of tax accounting for U.S. federal income tax purposes.

Market Discount

A holder of Notes may in very limited circumstances, transfer their Notes to third parties. If the Company authorizes such a transfer, Notes sold on a secondary market after their original issue for a price lower than their stated redemption price at maturity are generally said to be acquired at market discount. Code Section 1278 defines "market discount" as the excess, if any, of the stated redemption price at maturity of the Note, over the purchaser's initial adjusted basis in the Note. If, however, the market discount with respect to a Note is less than 1/4th of one percent (.0025) of the stated redemption price at maturity of the Note multiplied by the number of complete years to maturity from the date the subsequent purchaser has acquired the Note, then the market discount is considered to be zero. Notes acquired by holders at original issue and Notes maturing not more than one year from the date of issue are not subject to the market discount rules.

Gain on the sale, redemption or other disposition of a Note, including full or partial redemption thereof, having "market discount" will be treated as interest income to the extent the gain does not exceed the accrued market discount on the Note at the time of the disposition. A holder may elect to include market discount in taxable income for the taxable years to which it is attributable. The amount included is treated as interest income. If this election is made, the rule requiring interest income treatment of all or a portion of the gain upon disposition is inapplicable. Once the election is made to include market discount in income currently, it cannot be revoked without the consent of the IRS. The election applies to all market discount notes acquired by the holder on or after the first day of the first taxable year to which such election applies.

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Sale, Exchange or Disposition of Notes

A U.S. Holder's adjusted tax basis in a Note generally will equal the cost of the Note to such U.S. Holder, increased by any original issue discount ("OID") or market discount previously included by the holder in income with respect to the Note. Upon the sale, exchange or other disposition of a Note, a U.S. Holder will recognize taxable gain or loss equal to the difference, if any, between the amount realized on the sale, exchange or other disposition (less an amount equal to the accrued but unpaid interest which will be taxable as ordinary income) and such U.S. Holder's adjusted tax basis in the Note. Any such gain or loss generally will be capital gain or loss. In the case of a noncorporate U.S. Holder, capital gains derived in respect of a Note that is held as a capital asset and that is held for more than one year are eligible for reduced income tax rates and may be deemed a long-term capital gain. The deductibility of capital losses is subject to limitations.

Non-U.S. Holders

Interest

Subject to the discussion below under the heading "U.S. Backup Withholding and Information Reporting," payments of principal of, and interest on (including any OID), a Note to (i) a controlled foreign corporation, as such term is defined in Section 957 of the Code, which is related to the Company, directly or indirectly, through stock ownership, (ii) a person owning, actually or constructively, securities representing at least more than 50% of the total combined outstanding voting power of all classes of the Company's voting stock and (iii) banks which acquire such Note in consideration of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business, will not be subject to any U.S. withholding tax provided that the beneficial owner of the Note provides certification completed in compliance with applicable statutory and regulatory requirements, which requirements are discussed below under the heading "U.S. Backup Withholding and Information Reporting," or an exemption is otherwise established.

If a Non-U.S. Holder cannot satisfy the requirements above, payments of interest made to a Non-U.S. Holder will be subject to a U.S. withholding tax equal to 30% of the gross payments

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made to the Non-U.S. Holder unless the Non-U.S. Holder provides the Company or the Company's paying agent, as the case may be, with a properly executed (1) IRS Form W-8BEN claiming an exemption from or reduction in withholding under the benefit of an applicable income tax treaty or (2) IRS Form W-8ECI stating that interest paid on the note is not subject to withholding tax because it is effectively connected with the beneficial owner's conduct of a trade or business in the United States. Alternative documentation may be applicable in certain situations.

If a Non-U.S. Holder is engaged in a trade or business in the United States and interest on a note is effectively connected with the conduct of such trade or business, the Non-U.S. Holder, although exempt from withholding as discussed above (provided the certification requirements described above are satisfied), will be subject to U.S. federal income tax on such interest (including OID) on a net income basis in the same manner as if the Non-U.S. Holder were a U.S. Holder. In addition, if such Non-U.S. Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (or lesser rate under an applicable income tax treaty) of such amount, subject to adjustments.

Sale, Exchange or Other Disposition of Notes

Subject to the discussion below under the heading "U.S. Backup Withholding and Information Reporting," any gain realized by a Non-U.S. Holder upon the sale, exchange or other disposition of a Note generally will not be subject to U.S. federal income tax or withholding tax, unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States or (ii) in the case of any gain realized by an individual Non-U.S. Holder, such Non-U.S. Holder is present in the United States for 183 days or more in the taxable year of such sale, exchange or disposition and certain other conditions are met. Special rules may apply upon the sale, exchange or disposition of a Note to certain Non-U.S. Holders, such as "controlled foreign corporations," "passive foreign investment companies," "foreign personal holding companies" and certain expatriates, that are subject to special treatment under the Code. Such entities and individuals should consult their own tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them.

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U.S. Federal Estate Taxes

A Note that is held by an individual who at the time of death is not a citizen or resident (as specially defined for United States federal estate tax purposes) of the United States will not generally be subject to U.S. federal estate tax as a result of such individual's death, provided that such individual is not a shareholder owning actually or constructively more than 10% of the total combined voting power of all classes of our stock entitled to vote and, at the time of such individual's death, payments of interest with respect to such note would not have been effectively connected with the conduct by such individual of a trade or business in the United States.

U.S. Backup Withholding and Information Reporting

U.S. Holders

Information reporting requirements will apply to certain payments of principal and interest and the accrual of OID, if any, on an obligation and to proceeds of the sale, exchange or other disposition of an obligation, to certain U.S. Holders. This obligation, however, does not apply with respect to certain U.S. Holders including, corporations, tax-exempt organizations, qualified pension and profit sharing trusts and individual retirement accounts. In general, the Company is required to file with the IRS each year a Form 1099 information return reporting the amount of interest that was paid or that is considered earned by a U.S. Holder with respect to the Notes held during each calendar year, and a U.S. Holder is required to report such amount as income on its federal income tax return for that year. A U.S. backup withholding tax currently at a rate of 28% will apply to such payments if a U.S. Holder fails to provide a correct taxpayer identification number or certification of other tax-exempt status or fails to report in full dividend and interest income. Any amount withheld under the backup withholding rules is allowable as a credit against the taxpayer's U.S. federal income tax liability, provided that the required information is furnished to the IRS.

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Non-U.S. Holders

Information reporting will generally apply to payments of interest on a Note to a Non-U.S. Holder and the amount of tax, if any, withheld with respect to such payments. Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which the Non-U.S. Holder resides under the provisions of an applicable income tax treaty. Payments of principal and interest on any Notes to Non-U.S. Holders will not be subject to any U.S. backup withholding tax if the beneficial owner of the Note (or a financial institution holding the note on behalf of the beneficial owner in the ordinary course of its trade or business) provides an appropriate certification to the payor and the payor does not have actual knowledge or reason to know, that the certification is incorrect. Payments of principal and interest on Notes not excluded from U.S. backup withholding tax discussed above generally will be subject to United States withholding tax at a rate of 28%, except where an applicable United States income tax treaty provides for the reduction or elimination of such withholding tax.

In addition, information reporting and, depending on the circumstances, backup withholding, will apply to the proceeds of the sale of a Note within the United States or conducted through United States-related financial intermediaries unless the beneficial owner provides the payor with an appropriate certification as to its non-U.S. status and the payor does not have actual knowledge or reason to know that the certification is incorrect.

Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against a Non-U.S. Holder's U.S. federal income tax liability provided the required information is furnished to the Internal Revenue Service.

THE ABOVE SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSEQUENCES RELATING TO THE ACQUISITION, OWNERSHIP, DISPOSITION OR RETIREMENT OF THE NOTES. PROSPECTIVE INVESTORS OF NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS, ATTORNEYS AND ACCOUNTANTS CONCERNING THE TAX CONSEQUENCES OF THEIR PARTICULAR SITUATIONS.

INVESTOR SUITABILITY

General

An investment in the Notes involves significant risks and is suitable only for persons of adequate financial means who have no need for liquidity with respect to this investment and who can bear the economic risk of a complete loss of their investment. This private placement is made in reliance on exemptions from the registration requirements of the Act and applicable state securities laws and regulations.

The suitability standards discussed below represent minimum suitability standards for prospective investors. The satisfaction of such standards by a prospective investor does not necessarily mean that the Notes are a suitable investment for such prospective investor. Prospective investors are encouraged to consult their personal financial advisors to determine whether an investment in the Notes is appropriate. The Company may reject subscriptions, in whole or in part, in its absolute discretion.

The Company will require each investor to represent in writing, among other things, that (i) by reason of the investor's business or financial experience, or that of the investor's professional advisor, the investor is capable of evaluating the merits and risks of an investment in the Notes and of protecting its own interest in connection with the transaction, (ii) the investor is acquiring the Notes for its own account for investment only and not with a view toward the resale or distribution thereof, (iii) the investor is aware that the Notes have not been registered under the Act or any state securities laws and that there is no market for the Notes, (iv) such investor meets the suitability requirements set forth below and (v) they have read and taken full cognizance of the Risk Factors and other information set forth in this Confidential Private Offering Memorandum.

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Suitability Requirements

Except as set forth below, each investor must represent in writing that it: (a) is "sophisticated" in so far as it is sufficiently knowledgeable and experienced in financial and business matters to be able to evaluate the merits and risks of an investment in the Notes either alone or with a purchaser representative; (b) is able to bear the economic risk of an investment in the Notes, including a loss of the entire investment; and (c) qualifies as an "accredited investor," as such term is defined in Rule 501(a) of Regulation D under the Act and must demonstrate the basis for such qualification. To be an accredited investor, an investor must fall within any of the following categories at the time of sale of Notes to that investor:

(1) A bank as defined in Section 3(a)(2) of the Act or a 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; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Act; an 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; a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; an 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 $5,000,000 or, if a self–directed plan, with investment decisions made solely by persons that are accredited investors;

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

(3) An 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 Notes, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the Company, or any director, executive officer, or general partner of a general partner of the Company;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of such person's purchase of the Notes exceeds $1,000,000 (excluding the value of such person's primary residence);

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

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

(8) An entity in which all of the equity owners are accredited investors (as defined above).

As used in this Memorandum, the term "net worth" means the excess of total assets over total liabilities. In determining income an investor should add to the investor's adjusted gross income any amounts attributable to tax exempt income received, losses claimed as limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA, KEOGH, SEP IRA or ROTH IRA retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 6/13/2011 10:45:20 AM
To: Paul A Kent [paul_a_kent@yahoo.com]
Subject: renewals
Attachments: Subscription - Kent #2.doc; Subscription - Kent.doc

Kent
EXH. NO. 788
3-19-19
Kelly S. Oglesby CR 50178

Attached are two renewals, if you sign them and send them back, last page only , i'll send you all the docs in the mail before you head east.

how's the store and ropes project going?
thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 4 Date: July 26, 2011

1. **Subscription**. The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ ___ months that will bear interest at the rate of _____% per year (__ __% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 72,316.11 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties**. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

provided to me in writing by the Company. The undersigned understands that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision. The undersigned is also aware that the Company has limited financial and operating history.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons

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who understand the nature of the proposed operations of the Company and for whom the investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations.

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented

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with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note**. The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification**. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

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5. **Miscellaneous**.

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: July 26, 2011

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 16, 2011.

By: _____

Name. Denny J. Chittick

Title: President

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 3 Date: July 16, 2011

1. **Subscription**. The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated July 1, 2009 (the "POM"). The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- ☐ Accrual Note in the amount of $_____ for __ months that will bear interest at the rate of __% per year (__% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Quarterly Payment Note in the amount of $_____ for ___ ___ months that will bear interest at the rate of _____% per year (___ ___% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

- ☐ Monthly Payment Note in the amount of $ 112,161.79 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is $50,000 with additional increments in a minimum of at least $10,000).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties**. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise

provided to me in writing by the Company. The undersigned understands that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Note which were in any way inconsistent with the POM.

(c) Subject to the terms and conditions hereof and the form of Note, the undersigned hereby irrevocably tenders this Subscription Agreement for the purchase of a Note in the amount indicated in Paragraph 1 above and shall pay for such Note as instructed to by the Company. The undersigned is aware that the subscription made herein is irrevocable but that the Company has the unconditional right to accept or reject this subscription in whole or in part, and that the Notes issued pursuant hereto are subject to the approval of certain legal matters by counsel and to other conditions. If my subscription is not accepted for any reason whatsoever, my money will be returned in full, with any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability which might be deemed to arise out of my offer to subscribe to a Note from the Company.

(d) The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note. The undersigned, and if applicable the undersigned's Purchaser Representative, has carefully reviewed the POM. The undersigned has, either alone or together with my Purchaser Representative, such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective investment and to make an informed investment decision. The undersigned is also aware that the Company has limited financial and operating history.

(e) The undersigned has been advised and understands that this investment in a Note is, by its nature, very speculative and that an investment in the Note involves a high degree of economic risk, due to a number of risks. In addition, there is, and will be, no public market for the Note.

(f) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time. The undersigned acknowledges that this investment is speculative and may only be sold to persons

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who understand the nature of the proposed operations of the Company and for whom the investment is suitable. The undersigned represents that the undersigned meets such suitability standards.

(g) The Note when purchased will be acquired for the account of the undersigned.

(h) The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company. The undersigned further understands that such exemptions depend upon my investment intent at the time the undersigned acquires the Note. The undersigned therefore represents and warrants that the undersigned is purchasing the Note for my own account for investment and not with a view to distribution, assignment, resale or other transfer of the Note. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Note. Because the Note is not registered, the undersigned is aware that the undersigned must hold it indefinitely (until the Maturity Date in the Note) unless it is registered under the Act and any applicable state securities laws or the undersigned must obtain exemptions from such registration.

(i) The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time.

(j) The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements. The undersigned acknowledges that the Company is under no duty to register the Notes or comply with any exemption in connection with any attempt by me to sell, transfer or other disposition of the Note by me. The undersigned understands that in the event the undersigned desires to sell, assign, transfer, hypothecate or in any way alienate or encumber my Note in the future, the President of the Company can require that the undersigned provides, at the undersigned's own expense, an opinion of counsel satisfactory to the President to the effect that such action will not result in a violation of applicable federal or state securities laws and regulations or other applicable federal or state laws and regulations.

(k) The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire.

(l) The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising. The solicitation of an offer to purchase the Note was directly communicated to me. At no time was the undersigned presented

CH_REC_CHI_0083668

with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.

(m) The undersigned recognizes that an investment in the Company involves certain risks and I (and my Purchaser Representative) have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Note, including the risk factors for speculative investments as described in the POM.

(n) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment.

(o) The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

(p) All information that the undersigned has provided in the Purchaser Questionnaire, including, without limitation, information concerning myself, my financial position and my knowledge of financial and business matters and that of my Purchaser Representative, is correct and complete as of the date hereof, and if there should be any material change in such information prior to the acceptance of this Subscription Agreement, the undersigned will immediately provide the Company with such information.

(q) If the Subscriber is a corporation, partnership, trust, unincorporated association or other entity, it is authorized and otherwise duly qualified to purchase and hold the Note subscribed hereunder; such entity has not been formed for the specific purpose of acquiring a Note from the Company. If the Subscriber is a trustee and is acquiring the Note for the trust of which he is a trustee, he has sought the advice of counsel regarding whether the purchase of the Note is an authorized trust investment and has been advised by counsel that after reviewing the applicable state law and the terms of the trust instrument, such counsel is of the opinion that the undersigned has the authority to purchase the Note for the trust.

3. **Non-Transferability of Note**. The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with any applicable federal and/or state securities laws and any applicable exemptions.

4. **Indemnification**. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any untrue statement made herein or any breach of any such representation or warranty made by the undersigned.

CH_REC_CHI_0083669

5. **Miscellaneous.**

(a) The undersigned agrees that the undersigned may not cancel, terminate or revoke this Subscription Agreement or any covenant hereunder and that this Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company. Further, the undersigned agrees that this Subscription Agreement and the representations, warranties and covenants contained herein shall survive my death or disability and shall be binding upon my heirs, executors, administrators, successors and assigns.

(b) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law provisions.

(c) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(d) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

CH_REC_CHI_0083670

DATED: July 16, 2011

By: _____
Signature of Investor

Paul A. Kent Family Trust, Paul A. Kent Trustee
Print Name of Investor

Address:
23 E 15th Street
Tempe, AZ 85281

SSN (or EIN): ON FILE

By: _____
Signature of Co-Investor (if any)

_____
Print Name of Co-Investor (if any)

Address:

_____

_____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of July 16, 2011.

By: _____

Name: Denny J. Chittick

Title: President

Kent
EXH. NO. 789
3-19-19
Kelly S. Oglesby CR 50178

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 7/23/2010 8:55:44 AM
To: rob Brinkman [rbrinkman@cox.net]; Kennen Burkhart [kennenl@yahoo.com]; Warren Bush [wbush1120@comcast.net]; Van Butler [butlerv@yahoo.com]; Dave Preston [dave@prestoncpa.biz]; Arden Chittick [artnina@hotmail.com]; Mo mom [quelalively@yahoo.com]; Glen Davis [glenbo@cox.net]; Jack Davis [jackdds@yahoo.com]; Scott Detota [sdetota99@yahoo.com]; Dino Linda [dinofar@cox.net]; Scott Gould [scottgould@cox.net]; Russ Griswold [rgriswold3@stny.rr.com]; Mike Gumbert [anthjen@yahoo.com]; Nihad hafiz [nihad@jiwire.com]; Bob Hahn [hahnaz2@cox.net]; Christopher K Harvey [azhomeshow@yahoo.com]; Dale Hickman [hikthestik@aol.com]; Doris Howze [dhowze@cox.net]; Bill & Judy Hughes [jbhok@yahoo.com]; Brian Dawn Imdieke [b-imdieke@cox.net]; Les Jones [ljones@dakotacom.net]; Ralph Kaiser [ralph@kaisertile.net]; Mary Kent [mbencekent@yahoo.com]; Paul Kent [paul_a_kent@yahoo.com]; Don Kimble [azkimble@gmail.com]; Robert Koehler [rzkoehler@yahoo.com]; Jemma Kopel [jemmakopel@hotmail.com]; Roy Kopel [lkopel22@hotmail.com]; Terry & Lil Lee [terryleeAZ@comcast.net]; Manuel Lent [miminvestor@gmail.com]; Bill Jean Locke [bjlocke64@comcast.net]; Jim McArdle [JimM@ABDC-AZ.com]; James McCoy [jamccoy32@cox.net]; Vince Muscat [vince.muscat@cox.net]; Dave DuBay [davedubay@gmail.com]; Brian Odenthal [bjodenthal@verizon.net]; Doriann Petranek [Doriann@cox.net]; Jeff Phalen [jphalen00@aol.com]; Stewart Sherriff [stewart.sherriff@cox.net]; Judy Siegford [jgsiegford@yahoo.com]; GE Siegford [gsiegford@msn.com]; Tom Smith [tom@taser.com]; Tony Smith [Aztonysmith@aol.com]; Bill Swirtz [wjswirtz@me.com]; Coralee Thompson [thompscg2@cox.net]; Steve Tuttle [Steve@taser.com]; Wade Underwood [wadeunderwood@hotmail.com]; Mike Carol Wellman [mrsbeasley68@comcast.net]; Mark Wenig [mark.wenig@gmail.com]; Michael Zones [czj528@hotmail.com]
Subject: New Investory Questionaire
Attachments: Questionaire.DOC

Dear Investor,

As you may know, President Obama recently signed into law the Wall Street Reform and Investor Protection Act (the "Act"). Among the many provisions in the Act, is a change to the definition of "accredited investor," as such term is defined in Regulation D, promulgated under the Securities Act of 1933. In contrast to what was allowed under previous SEC rules, investors can no longer include the value of their homes in determining whether the investor satisfies the $1,000,000 net worth test. If because of this change an investor no longer has a net worth in excess of $1,000,000, the investor will have to satisfy another test such as the means test which requires income in excess of $200,000 in each of the last two calendar years, or $300,000 of joint income in each of the last two calendar years if married.

Due to this rule change, it is necessary for me to have you complete the attached updated Investor Questionnaire to certify to DenSco that you still meet the definition of "accredited investor." As you know, in order for DenSco to offer its securities under Regulation D, DenSco is required to obtain representations from each of its investors that the investors are "accredited investors."

Please also be aware that while the SEC has yet to take official action in response to the Act, the SEC staff has indicated that it will likely require that investors subtract from their net worth any amount of indebtedness on a home owned by the investor that exceeds the fair market value of the home, provided that the lender of such indebtedness has recourse with respect to such amount of indebtedness that exceeds the fair market value of the home. If the SEC officially adopts this position or any other position with respect to the definition of "accredited investor," we will send to you an updated Investor Questionnaire.

Please promptly complete the attached Investor Questionnaire and return it to me at the address provided below. Please don't hesitate to contact me if you have any questions.

If this sounds like it was written by a lawyer, you are correct! I'm always ensuring that I'm working outside any grey area. The SEC isn't going to come to my office and go through my files or knock on your door, however, it's important that I have all paperwork in accordance of the law.

If you and your spouse have separate accounts, each need to fill it out. If you have a regular account and an IRA account, you only need to fill it out once.

thx

dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

Date: _____ INVESTOR NO._____

DENSCO INVESTMENT CORPORATION
PROSPECTIVE PURCHASER QUESTIONNAIRE
(ACCREDITED INVESTORS)

The following information is furnished to DenSco Investment Corporation, an Arizona corporation (the "Company") for the Company to determine whether I am qualified to invest in a general obligation, unsecured note (the "Note") from the Company pursuant to Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), and comparable provisions of applicable state securities laws. I, the undersigned, understand that you will rely upon the following information for purposes of such determination, and that the Note will not be registered under the Securities Act in reliance upon the exemption from registration provided by Sections 3(b) and 4(2) of the Securities Act, Regulation D thereunder, and comparable provisions of applicable state securities laws.

This Prospective Purchaser Questionnaire must be completed by each potential Investor who has indicated an interest in purchasing a Note from the Company. Individual Investors and each Co-Investor (other than a spouse) must complete and sign a separate Prospective Purchaser Questionnaire and adult custodians must complete this Prospective Questionnaire for individual minor Investors. Shareholders of corporations (or members of an LLC, or partners of a partnership or a beneficiary of a trust) (collectively, an "Equity Owner") also may need to furnish additional information as applicable.

I further understand that I may be required to supply a balance sheet, prior years' federal income tax returns or other appropriate documentation to verify and substantiate my status as an Accredited Investor.

ALL INFORMATION CONTAINED IN THIS PROSPECTIVE PURCHASER QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, it is agreed that you may present this document to such parties as you deem appropriate if called upon to establish that the proposed offer and sale of the Notes is exempt from registration under the Securities Act or meets the requirements of applicable state securities laws. I understand that a false statement by me will constitute a violation of my representations and warranties under this Investor Questionnaire and the Subscription Agreement submitted with this Questionnaire and may also constitute a violation of law, for which a claim for damages may be made against me. My investment in the Notes will not be accepted until Denny Chittick (the "President"), who is the President of the Company, determines that I satisfy all of the suitability standards set forth in the Confidential Private Offering Memorandum, dated July 1, 2009 (the "POM") and in Rule 501(a) of Regulation D under the Securities Act.

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Please answer every question. If the answer to any questions is "None" or "Not Applicable" please so state.

The Prospective Purchaser Questionnaire does not constitute an offer by the Company or any agent to sell any securities, but is merely a request for information.

Please complete, sign, date and return the Prospective Purchaser Questionnaire to the Company. Your investment in the Company will not be accepted until the Company determines that you satisfy all of the requisite suitability standards.

For Individual Investors, please complete pages 2 to 4 and sign on page 4.

For Organizational Investors, please complete pages 4 to 7 and sign on page 7.

I, the undersigned Prospective Investor hereby supply you with the following information and representations:

PLEASE PRINT

I. INDIVIDUAL INVESTORS

A. GENERAL INFORMATION

Name of Investor* _____
Residence Address _____
_____
City _____ State _____ Zip Code _____-_____
Home Telephone Number (_____) _____-_____
Email Address: _____
Work Number (_____) _____-_____
Cellular Number (_____) _____-_____
U.S. Citizen Yes No

Social Security Number (Investor) _____

(Co Investor, if any)** _____

* ALL INFORMATION REQUESTED IN CONNECTION WITH INVESTMENTS UNDER THE UNIFORM GIFT TO MINORS ACT SHOULD BE GIVEN ON BEHALF OF THE ADULT CUSTODIAN, NOT THE MINOR BENEFICIARY, UNLESS OTHERWISE INDICATED.

** EACH CO-INVESTOR (OTHER THAN SPOUSE) MUST COMPLETE AND SIGN A SEPARATE QUESTIONNAIRE.

CH_REC_CHI_0001546

Name of Custodian (if investment is pursuant to Uniform Gift to Minors Act)

_____

Name of Beneficiary _____

1. Set forth in the space provided below the state(s) in which you maintain your principal residence.

_____

_____

2. Do you maintain residence in any other states? If yes, in which state(s)?

_____

_____

3. In which state, if any, are you registered to vote?

_____

4. In which state, if any, do you presently hold a valid driver's license?

_____

5. Are you age 21 or older? Yes No

B. INDIVIDUAL ACCREDITATION, SOPHISTICATION, AND SUITABILITY

1. **Accredited Investor Status**. Please complete each of the following certifications:

1.1 I certify that I have an individual net worth (or a joint net worth with my spouse) in excess of $1,000,000 (**excluding** homes, home furnishings and automobiles). **Note: While the SEC has yet to act on the Wall Street Reform and Investor Protection Act, it has indicated that it may require that investors subtract from their net worth the amount of indebtedness on any home owned by an investor that exceeds the fair market value of the home, provided that the lender of such indebtedness has recourse as to such amount.**

Yes No

OR

1.2 I certify that I had individual income (excluding any income of my spouse) of more than $200,000 in each of the previous two calendar years, or joint income with my spouse of more than $300,000 in each of those years, and I reasonably expect to have an individual income in excess of $200,000, or joint income with my spouse in excess of $300,000, in the current year.

Yes No

2. **Suitability**. I certify that I (i) have a net worth (exclusive of home, home furnishings and automobiles) of at least five times the amount of the note I am providing to the Company, (ii) can bear the economic risk of the of note including the total loss of my security, and (iii) have such knowledge and experience in business and financial matters, including the analysis of or participation in offerings of privately issued securities, as to be capable of evaluating the merits and risks of an investment in the Company.

Yes No

The above information supplied by me is true and correct in all respects and I recognize that the Company is materially relying on the truth and accuracy of such information.

Dated this _____ *day of* _____, *20*_____.

_____
PRINT Name of Investor

_____
PRINT Name of Co Investor, if any

_____
Signature of Investor

_____
Signature of Co Investor, if any

II. ORGANIZATIONAL INVESTOR

A. GENERAL INFORMATION

1. Name of Organization: _____

2. Date of Organization _____

3. Fiscal Year End _____

4. State and Country of Organization _____

5. Taxpayer Identification Number _____

6. Principal Business Address _____
_____

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7. Home Telephone Number (_____) _____-_____
Work Number (_____) _____-_____
Cellular Number (_____) _____-_____

8. Type of Organization and Business Description _____
_____
_____
_____

9. Send Mail to: _____
_____

10. Number of Equity Owners: _____

11. Has the subscribing Organization been formed for the specific purpose of purchasing Notes? Yes No

B. ORGANIZATION ACCREDITATION, SOPHISTICATION AND SUITABILITY

1. **Accredited Investor Status**. Please complete each of the following certifications:

1.1 The undersigned Organization certifies that EACH of its Equity Owners meets at least ONE of the following conditions:

(i) Such Equity Owner is a natural person whose individual net worth (or joint net worth with his or her spouse) exceeds $1,000,000 (**excluding** homes, home furnishings and personal property). **[Note: While the SEC has yet to act on the Wall Street Reform and Investor Protection Act, it has indicated that it may require that equity owners subtract from their net worth the amount of indebtedness on any home owned by an equity owner that exceeds the fair market value of the home, provided that the lender of such indebtedness has recourse as to such amount]**; or

(ii) Such Equity Owner is a natural person who had an individual income in excess of $200,000 in each of the previous two calendar years, or joint net worth with his or her spouse of more than $300,000, in each of those years and who reasonably expects to have an individual income in excess of $200,000, or joint income with his or her spouse in excess of $300,000, for the current calendar year; or

(iii) Such Equity Owner of the Investor is a corporation, partnership or revocable trust and all of the shareholders, partners or grantors, respectively, of such corporation, partnership or revocable trust can answer yes to statement 1.1(i) or 1.1(ii) above.

Yes No

CH_REC_CHI_0001549

1.2 The undersigned Organization is a revocable or grantor trust and each person with the power to revoke the trust qualifies as an Accredited Investor under 1.1(i) or 1.1(ii) above.

Yes No

1.3 The undersigned Organization is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, and the investment decision is made by a Plan Fiduciary, as defined in Section 3(21) of such Act which is a bank, savings and loan association, insurance company or registered investment advisor.

Yes No

1.4 The undersigned Organization is a qualified profit sharing or defined contribution Plan, the Plan provides for segregated accounts for each Plan Participant, the governing documents of the Plan provide that each participant may direct the trustee to invest his or her funds in the investment vehicles of his or her choice and the purchase of the note(s) is made pursuant to an exercise by the Plan Participant, who is an Accredited Investor under subparagraph 1.1(i) or 1.1(ii) above, of such power to direct the investments of his or her segregated account. This Prospective Purchaser Questionnaire and the Subscription Agreement must be completed and executed by such Plan Participant.

Yes No

1.5 The undersigned Organization certifies that it is a bank as defined in Section 3(a)(2) of the Securities Act.

Yes No

1.6 The undersigned Organization certifies that it is a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act.

Yes No

1.7 The undersigned Organization certifies that it is an insurance company as defined in Section 2(13) of the Securities Act.

Yes No

1.8 The undersigned Organization certifies that it is an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940.

Yes No

CH_REC_CHI_0001550

1.9 The undersigned Organization certifies that it is a 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.

Yes No

1.10 The undersigned Organization certifies that it is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

Yes No

1.11 The undersigned Organization certifies that it has total assets in excess of $5,000,000.

Yes No

1.12 The undersigned Organization certifies that it is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934.

Yes No

2. **Sophistication**. Person(s) making the investment decision on behalf of the Organization to purchase a Note:

Name	Organization Position
_____	_____
_____	_____

The above information supplied by the undersigned is true and correct in all respects and the undersigned recognizes that the Company is relying materially on the truth and accuracy of such information.

Dated this _____ *day of* _____, *20*_____.

PRINT Name of Organization: _____

PRINT Name of Individual with authority to make investment decisions on behalf of Organization: _____

PRINT Title or Capacity in which signing of Individual with authority to make investment decisions on behalf of Organization: _____

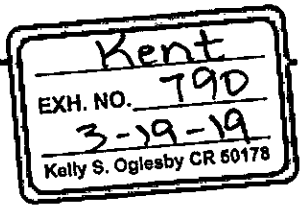
Signature of Individual with authority to make investment decisions on behalf of

Organization: _____

CH_REC_CHI_0001551

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 11/22/2010 6:28:20 PM
To: Paul Kent [paul_a_kent@yahoo.com]
Subject: Re: Densco $$ and Bernie...



In looking at the new questionnaire I think I need to reduce my $$ in Densco.

not sure what the questionaire would say to make you want to change your investment amount.

Could I get $100,000 out in $50K increments as of End of Nov and then end of Dec?

i can give it to your tomrrow if you want.

Then I can sign the questionnaire...

I hope that's enough notice.

We are headed to LA on Wed morning and will be back sat eve.

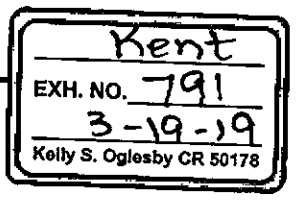
have fun!

Bernie is in town, in Sun City, I might meet him tomorrow around 6 on Mill, if you are available I can let you know where...

nah, i've got loads of family coming town starting tomorrow afternoon.
dc

website | paulkent.com

Message



From: Denny Chittick [dcmoney@yahoo.com]
Sent: 12/1/2010 2:21:04 PM
To: Paul Kent [paul_a_kent@yahoo.com]
Subject: Re: doc

no that's fine. i just wanted to point out for the reason you were pulling money out wasn't necessary to meet the condition.
stay away from kids!
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Paul Kent <paul_a_kent@yahoo.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wed, December 1, 2010 3:17:55 PM
Subject: Re: doc

oh... oops...
do I need to sign the new one then.. jeez I am high maintainence.

I'm sick! it sucks!

pk

website | paulkent.com

From: Denny Chittick <dcmoney@yahoo.com>
To: Paul Kent <paul_a_kent@yahoo.com>
Sent: Wed, December 1, 2010 3:06:10 PM
Subject: doc

you put a post it note on the "suitability" clause. somehow, you didn't use the latest one that i sent you. that suitability clause was removed from the latest questionnaire.
when the equity in the home was dropped, this clause was dropped.

dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 3/27/2012 12:36:35 PM
To: paul_a_kent@yahoo.com
Subject: Re: Densco

Kent
EXH. NO. 792
3-19-19
Kelly S. Oglesby CR 50178

they leave Saturday. they are out early from school on wednesday, i know your kids are out early on friday, so i think we are taking them out of school on friday , so let me know
dc

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602-532-7737 f

From: "paul_a_kent@yahoo.com" <paul_a_kent@yahoo.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Tuesday, March 27, 2012 12:04 PM
Subject: Re: Densco

Ok, tonite we cant tomorrow maybe julie can right after school, what about sat/sun?
Pk

----- Reply message -----
From: "Denny Chittick" <dcmoney@yahoo.com>
To: "Paul Kent" <paul_a_kent@yahoo.com>
Subject: Densco
Date: Tue, Mar 27, 2012 11:54 am

sure, might be this week, end of month, tons of payoffs are coming, but surely early next week.

i've heated the pool and the kids are in it, today is great, tomorrow is fine, Thrusday i think my sister is going to my parents house in the evening.
let me know
thx
dc

DenSco Investment Corp
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602-469-3001
602-532-7737 f

From: Paul Kent <paul_a_kent@yahoo.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Tuesday, March 27, 2012 11:36 AM
Subject: Densco

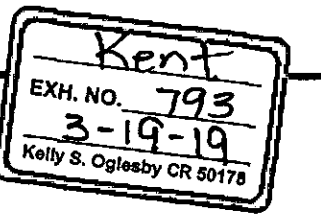
Denny, can I remove $25K from Densco when it's convenient? I've got my last chuck to put into FLG X. Thanks

Also, any days/times that are free for our kids to come over and play with yours while your sister is here?
pk

Flagstaff Extreme on Facebook | LIKE

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 10/22/2009 9:16:21 PM
To: Paul Kent [paul_a_kent@yahoo.com]
Subject: Re: reference



yes we were planning to be there. sign the kids up, i vote to make the kid run longer! but only if us parents don't have to run with them!
thx

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602-532-7737 f

--- On **Thu, 10/22/09, Paul Kent** ***<paul_a_kent@yahoo.com>*** wrote:

From: Paul Kent <paul_a_kent@yahoo.com>
Subject: Re: reference
To: "Denny Chittick" <dcmoney@yahoo.com>
Date: Thursday, October 22, 2009, 3:15 PM

ok, cool... are you bringing the kids down to run on Nov 8th? (I'll sign them up so I can be sure to get them a shirt) There are going to be kid things to do also, bubbles, facepaint, chalk, music and movement stuff, the kid dash...)
pk

Come run with us, 11.8.2009 www.race4magglesplace.com

website | paulkent.com

From: Denny Chittick <dcmoney@yahoo.com>
To: Paul Kent <paul_a_kent@yahoo.com>
Sent: Thu, October 22, 2009 11:55:05 AM
Subject: reference

i gave your name/number to a guy that wanted references on me, rodd newhouse is his name. he's robert newhouse's son from the dallas cowboys, he's a sports management guy now and he is looking to possible refer some investors to me, but needs to check me out first.
probably won't call until next week.
thx
dc

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602-532-7737 f

Kent
EXH. NO. 794
3-19-19
Kelly S. Oglesby CR 50178

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 4/23/2014 10:55:08 PM
To: Mo Sam Chittick [quelalively@yahoo.com]; Mike Gumbert [anthjen@yahoo.com]; Robert Hahn [hahnaz2@cox.net]; Terry Lee [ArizonaLil@comcast.net]; Terry Lee [terryleeAZ@comcast.net]; Jeff Phalen [Jphalen00@aol.com]; Judy Gary Siegford [jgsiegford@yahoo.com]; Mark Wenig [mark.wenig@gmail.com]; Tom Deanna Smith [tpsmith99@me.com]; Marv Pat Miller [patsmiller21@gmail.com]; Jimmy Trainor [jimmy@flytrapproductions.com]; Kirk J Fischer [kirkjfischer@yahoo.com]; Herb Cohen [hcohen3@cox.net]; Van Butler [butlerv@yahoo.com]; Nihad Hafiz [nihad@yahoo.com]; Vince Muscat [vimuscat@gmail.com]; Tony Saundra Smith [Aztonysmith@aol.com]; Larry Minchuck [larryminchuck@hotmail.com]; Caro McDowell [kayell121@cs.com]; Bill Jean Locke [bjlocke64@yahoo.com]; Todd Einck [switchback62@hotmail.com]; Dale Hickman [hikthestik@aol.com]; Stewart Sherriff [stewart.sherriff@gmail.com]; Craig Hood [greeraz@gmail.com]; Smalerie Todd Paxton [valeriepaxton@gmail.com]; Tom Byrne [thomasbyrne11@gmail.com]; Ralph Hey [hey.ralph01@gmail.com]; Russ Dupper [rdupper@rhdupper.com]; Stan Ricks [stan@sundancecg.com]; Doris Howze [dhowze@cox.net]; Bill Swirtz [wjswirtz@me.com]; Craig Tomie Brown [trovita@gmail.com]; Bill & Judy Hughes [jbhok@yahoo.com]; Jim McArdle [JimM@ABDC-AZ.com]; Michael Zones [czj528@hotmail.com]; Les Jones [ljones@dakotacom.net]; Steven Bunger [steve@bunger.me]; Averill Cate Jr [acatejr@gmail.com]; Brian Dawn Imdieke [BJI@cox.net]; Paul Kent [paul_a_kent@yahoo.com]; James McCoy [jamccoy32@gmail.com]; Dave DuBay [davedubay@gmail.com]; Dave Preston [dave@prestoncpa.biz]; Jack Davis [jackdds@myway.com]; Mike Carol Wellman [mikewellman1@comcast.net]; Warren Bush [wbush1120@comcast.net]; Wayne Ledet [uaflyor767@gmail.com]; William Alber [wka@caribbeanpoolsaz.com]; Stan Grethen Erin Carrick [carricks3@ak.net]; Mike Scroggin [mscroggin@me.com]; Russ Griswold [rgriswold3@stny.rr.com]; Don Sterling [don-cindy@cableone.net]; Erin Carrick [epcarrick@gmail.com]
Subject: Monthly and Quarterly payments

You have received or will receive either an email from BofA or your bank for the transfer that i'm setting up to deposit in your acct. you may also see .01 deposit hit your account. The reason for this is that all the info to which i have used for years to make your deposits were completely removed from my bank profile on BofA's web site.

Thus i'm having to re-enter all of these. I'm emailing you to warn you that as you can see from the quantity in the email header, there are a lot! I might have made a mistake and made a typo, which will delay your deposit. I know that you have received timely payments from me in all the time that you've been an investor, i don't want to break my streak! however, this was out of my control.

I've done everything i can to ensure that this does not happen. Please if you are due a payment this next week, 4/30, if you don't get an email or a deposit let me know.

You may ask what happened? This is rather a trying tale. Two

weeks ago i was unable to login to my account. I started calling my client manager and the 800's. all i got was i needed to call this other 800 in the risk department. once i spoke to them, i found out that BofA closed my account for "multiple high dollar consistent transactions to repeated like accounts". A red flag went off because i wire money to the same entities over and over again and they seem to wire me money over and over again. ie, wholesales, borrowers, and title co's. the bank decided to rescind 3 days worth of wires and suspend all my deposits and close my accounts.

When this happens, no one is to talk to me. no one at the branch, i tried, they asked me to leave the building. my client manager, she wouldn't talk to me or answer calls or emails. The Risk Manager Sandra, told me to write a letter, submit it via fax, and it would be reviewed within 48 hours and i would receive written notification as to the status of my accounts. Now you can imagine i now know many people at BofA on a first name basis! By 1pm, i had created such a stink that my client managers boss called me explaning that he was breaking all the rules by talking to me. i explained to him what i did , how i work , i had him call some borrowers, banks, escrow co's and with in 2 hours he understood everything agreed that the bank had made a mistake and they would reverse this whole process. However it would take minimum over night to do. i will save you the longer story of the chaos this created with some borrowers & title co's. it's suffice to say that because of my long standing reputation and relationships i was able to granted 24 hours to fix the issue. By the next morning, after many more repeated phone calls i was able to get access to my account (under a complety new login/acct, they had whipped me out of the system) and by 3pm i had everything fixed. i had multiple apoligies from many of my new friends at BofA. i was told by two long term employees at BofA, that theyhad never seen anyone get their accounts back after they had been flagged like mine were. Let alone in 24 hours!

so last night i logged in to enter all your payments and those are whipped out. i made some calls and emails and found out there is no way to restore them, so i'm re-entering them. this is exceedingly time consuming and tedious.

Now you know my long story. please let me know if anything doesn't go as smoothly as you have come to expect.
thx
dc

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602-532-7737 f

Kent
EXH. NO. 795
3-19-19
Kelly S. Oglesby CR 50178

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 11/25/2014 7:59:11 AM
To: Mo Sam Chittick [evchick57@yahoo.com]; Mo Sam Chittick [quelalively@yahoo.com]; Mike Diana Gumbert [anthjen@yahoo.com]; Robert Liz Hahn [hahnaz2@cox.net]; Jeff Phalen [jphalen00@aol.com]; Judy Siegford [jgsiegford@yahoo.com]; Mark Wenig [mark.wenig@gmail.com]; Bill Jean Locke [bjlocke64@yahoo.com]; Terry Lil Lee [terryleeaz@comcast.net]; Pat Miller [patsmiller21@gmail.com]; Tommy D Smith [tpsmith99@me.com]; Jimmy Tranior [jimmy@flytrapproductions.com]; Todd Einck [switchback62@hotmail.com]; GE Siegford [gsiegford@msn.com]; Kirk Fischer [kirkjfischer@yahoo.com]; Herb Eileen G. Cohen [hcohen3@cox.net]; Van Butler [butlerv@yahoo.com]; Nihad Hafiz [nihad@yahoo.com]; Vince Muscat [vince.muscat@cox.net]; Tony Smith [aztonysmith@aol.com]; Caro McDowell [kayell121@cs.com]; Dale Kathy Hickman [hikthestik@aol.com]; Stewart Sherriff [stewart.sherriff@gmail.com]; Smalerie Todd J Paxton [valeriepaxton@gmail.com]; Tom Byrne [thomasbyrne11@gmail.com]; Ralph Hey [hey.ralph01@gmail.com]; Russ Patti Dupper [rdupper@rhdupper.com]; Erin Carrick [epcarrick@gmail.com]; Stan Grethen Erin Carrick [carricks3@ak.net]; Pete Kay Rzonca [peter.rzonca@avnet.com]; Doris Howze [dhowze@cox.net]; Bill Swirtz [wjswirtz@me.com]; Craig Brown [trovita@gmail.com]; Bill & Judy Hughes [jbhok@yahoo.com]; Jim McArdle [jimm@abdc-az.com]; Michael Zones [czj528@hotmail.com]; Les Jones [ljones@dakotacom.net]; Steve Bunger [steve@bunger.me]; Averill Cate Jr [acatejr@gmail.com]; Averill Cate Jr [mackattack77_77@yahoo.com]; Brian Imdieke [bji@cox.net]; Paul Kent [paul_a_kent@yahoo.com]; James Lesley McCoy [jamccoy32@gmail.com]; Dave DuBay [davedubay@gmail.com]; Jack Davis [jackdds@myway.com]; David Preston [dave@prestoncpa.biz]; Mike Carol Wellman [mrsbeasley68@verizon.net]; Warren Bush [wbush1120@comcast.net]; William K. Alber [wka@caribbeanpoolsaz.com]; Stan Schloz [smschloz@msn.com]; Mike Annette Scroggin [mscroggin@me.com]; Russ Kim Griswold [rgriswold3@stny.rr.com]; Don Sterling [don-cindy@cableone.net]
Subject: payments to your account

I have changed banks, from BofA to First Bank.I have made this transition mid month. I've loaded all your payment info into First Banks system. I've done four checks to make sure that they are correct. however, plz while you are busting down the door at Wal-mart at 5 am on Friday, check your acct and let me know if you DID NOT receive your expected deposit. If you are expecting a payment on the quarter, you of course won't see it until next month.

First Bank doesn't email the recipient either, so you see that like you did with BofA. however, i've

spoken to their tech dept and hope to add that feature soon.

have a great thanksgiving!
thx
dc

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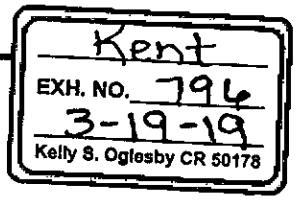
602-532-7737 f

Message



From: Denny Chittick [dcmoney@yahoo.com]
Sent: 2/8/2010 11:48:03 AM
To: Paul Kent [paul_a_kent@yahoo.com]
Subject: Re: r u doing your densco party thing this year?

yes you didn't get the evite?
dc

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602-469-3001
602-532-7737 f

--- On **Mon, 2/8/10, Paul Kent** ***<paul_a_kent@yahoo.com>*** wrote:

From: Paul Kent <paul_a_kent@yahoo.com>
Subject: r u doing your densco party thing this year?
To: "Denny Chittick" <dcmoney@yahoo.com>
Date: Monday, February 8, 2010, 12:38 PM

Is it in march? (just trying to plan out a few things!)
pk

website | paulkent.com

Kent
EXH. NO. 797
3-19-19
Kelly S. Oglesby CR 50178

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 3/10/2012 10:54:26 PM
To: Dave Preston [dave@prestoncpa.biz]; James McCoy [jamccoy32@gmail.com]; Jolene Page [jwalker113@cox.net]; Van Butler [butlerv@yahoo.com]; Warren Bush [wbush1120@comcast.net]; Kevin Denise Potempa [princeviliegroup@yahoo.com]; Bennett Caudle [bennettcaudle@gmail.com]; Robert Hahn [hahnaz2@cox.net]; Christopher Harvey [azhomeshow@yahoo.com]; Coralee Thompson [thompscg2@cox.net]; Bill Swirtz [wjswirtz@me.com]; Doris Howze [dhowze@cox.net]; Ralph Hey [hey.ralph01@gmail.com]; Mark Wenig [mark.wenig@gmail.com]; Mo Sam Chittick [quelalively@yahoo.com]; Mo Sam Chittick [evchick57@yahoo.com]; Marion Minchuk [mminchuk@cox.net]; Paul Kent [paul_a_kent@yahoo.com]; Steve Kent [skent@cessna.textron.com]; Marlene Pearce [pearces@mailhaven.com]; Vince Muscat [vince.muscat@cox.net]; Smalerie Todd Paxton [valeriepaxton@gmail.com]; Chad Turnwald [chad@aldoraconstruction.net]; Jacob Nicole Garcia [jakegarcia505@yahoo.com]; Nishel Badiani [nishelbadiani@yahoo.com]; Miller Blackford [mblackford1@cox.net]; Roger Phillips [rphillips@phillipsgroupusa.com]; Charlie Melvin [charlie@azreogroup.com]; Adam Tunc [ugurtunc@hotmail.com]; Mike Cengiz [koksalcengiz@gmail.com]; Charlie Ozsoy [umut@viaconstruction.net]
Subject: DenSco Dinner Party

Thanks so much for coming tonight! I hope everyone got their fill and you enjoy the left overs tomorrow, i know we will for a few days!

I always feel like I don't get around to everyone and get a chance to talk enough. I appreciate the forgiveness of my brevity.
For many of you this is my one time of year to see you, if you ever want to get together let me know.

I hope you enjoyed meeting everyone and the food!
Thx for your investment and business, look forward to next year!
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

Message

From: Denny [dcmoney@yahoo.com]
Sent: 2/18/2016 6:39:59 PM
To: Paul Kent [paul_a_kent@yahoo.com]
Subject: Re: whenis the party again?

Kent
EXH. NO. 798
3-19-19
Kelly S. Oglesby CR 50178

3

Sent from my iPad

On Feb 18, 2016, at 7:29 PM, Paul Kent <paul_a_kent@yahoo.com> wrote:

> Crap! I'm in the grand Canyon with cooper and scouts!
>
> I'll tell Julie, I don't have it in my calendar. What time?
>
> Damn!
>
> Pk
>
> On Thu, Feb 18, 2016 at 7:28 PM, Denny <dcmoney@yahoo.com> wrote:
>
> > March 5th
> >
> > Sent from my iPad
> >
> > > On Feb 18, 2016, at 7:27 PM, Paul Kent <paul_a_kent@yahoo.com> wrote:
> > >
> > >
> > >

Kent
EXH. NO. 799
3-19-19
Kelly S. Oglesby CR 50178

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 3/18/2011 1:51:03 PM
To: Manuel Lent [mlminvestor@gmail.com]; Tony Smith [Aztonysmith@aol.com]; James Lesley McCoy [jamccoy32@cox.net]; Dave Preston [dave@prestoncpa.biz]; Vince Muscat [vince.muscat@cox.net]; Craig Tomie [trovita@gmail.com]; Coralee Thompson [thompscg2@cox.net]; Donald W Kimble [azkimble@gmail.com]; Mark Wenig [mark.wenig@gmail.com]; Glen P Davis [glenbo@cox.net]; Stanley L Schloz [smschloz@msn.com]; Jim Jan McArdle [JimM@ABDC-AZ.com]; Warren Fay Bush [wbush1120@comcast.net]; Marion Minchuk [mminchuk@cox.net]; Robert Liz Hahn [hahnaz2@cox.net]; Paul A Kent [paul_a_kent@yahoo.com]
Subject: DenSco Dinner Party

I'm looking forward to seeing you all here tomorrow at 3pm. Please bring an appetite! For the newbies, this is casual! My mom will be dressed up but that's just her.

I've also invited a few of my best borrowers, they are refusing to wear the purple twirly hats i bought for them, so you'll have to figure out who they are, or ask me. Better yet, find Warren, he'll have them cornered!

See you tomorrow.
thx
dc

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Kent
EXH. NO. 800
3-19-19
Kelly S. Oglesby CR 50178

Rcvd. 05/17/17

PROOF OF CLAIM

DenSco Investment Corporation Receivership
Case No. CV 2016-014142
Peter S. Davis, Receiver

This claim is being solicited pursuant to Petition No. ___. A claimant is a person entitled to assert a right of payment or claim against DenSco Investment Corporation or against any Receivership Asset. For additional information, please access the Receiver's website at denscoreceiver1.godaddysites.com or denscoinvestment.com, or contact the Receiver in writing at the address below.

Check here if this Claim: ☐ Replaces ☐ Amends ☐ Supplements

A previously filed claim dated: _____

Claimant Information:

Name: PAUL A. KENT FAMILY TRUST
Address: 22 E 15TH ST
TEMPE, AZ 85281
Email: PAUL.KENT@YAHOO.COM
Telephone: 480.213.7231

*** URGENT MATTER ***
CLAIM FORM MUST BE PROVIDED TO THE RECEIVER ON OR BEFORE JUNE 30, 2017

INVESTOR CLAIM

An investor Claim is a claim arising from a the placement or loan of the Claimant's own funds with DenSco Investment Corporation pursuant to Confidential Private Offering Memoranda.

Calculation of Your Claim:

A. Total Combined Principal Invested:	$ 380,000
B. PLUS Interest Accrued but not Paid through December 31, 2012:	$ 41,746
C. MINUS Total Principal Withdrawn:	($ 170,000)
D. MINUS Total Cash Interest Payments from January 1, 2013 forward:	($ 107,333)
E. MINUS Third Party Recoveries:	($ -0-)
F. NET CLAIM AMOUNT (A + B - C - D - E)	$ 144,413

Third Party Recoveries:

☒ I have not recovered monies from a third party.
☐ I recovered part or all of my investment from a third party as described below:

Name of Third Party: _____ Amount Recovered: $ _____

Documentation of Your Claim:

Please attach copies of all documents in support of this claim, such as Private Offering Memoranda, statements, cancelled checks, or any other documents establishing the indebtedness of DenSco Investment Corporation or the Receivership Estate to you. Do not file original documents with your Claim. If a supporting document is not available, you must attach an explanation as to why the document is not available.

CLAIMANT OATH

I have personal knowledge of the facts set forth above and I declare, under the penalty of perjury, that the above information is true and correct.

Name (Print): PAUL KENT Signature: [signature] Date: 5/15/17
Name (Print): JULIE KENT Signature: [signature] Date: 5/15/17

Provide your completed and signed Proof of Claim and copies of all documents supporting your claim to the Receiver on or before June 30, 2017.

PLEASE MAIL TO:
DenSco Receiver
Simon Consulting, LLC
3200 North Central Avenue, Suite 2460
Phoenix, Arizona 85012

DenSco Investment Corporation

6132 W. Victoria Place Chandler, AZ 85226
Cell: 602-469-3001 Home: 480-636-1180 Fax: 602-532-7737
DenScoInvestment.com dcmoney@yahoo.com

INVESTOR

Name	Paul A. Kent Family Trust Paul A. Kent
Address	23 E 15th Street Tempe, AZ 85281
Phone	480-921-1733

CURRENT INVESTMENT BALANCE

$251,746.12

INVESTMENT HISTORY

Investment	Date	Maturity
$112,161.79	11/09/01	11/09/17
$117,268.22	07/16/03	07/16/17
$22,316.11	07/27/04	07/27/16

Total Investment $251,746.12

INVESTMENT ACCOUNTS

Accrual Account		
	Interest	
Sub Total		
Quarterly Account		
	Interest	
	Interest Paid	
Sub Total		$251,746.12
Monthly Account		
	Interest	$2,517.46
	Interest Paid	$2,517.46
Sub Total		
Total Balance		$251,746.12

INTEREST EARNED

Year	Earnings
2001	$5,468.30
2002	$19,717.27
2003	$27,844.39
2004	$43,810.93
2005	$54,209.52
2006	$54,209.52
2007	$54,209.52
2008	$54,209.52
2009	$54,209.52
2010	$53,709.52
2011	$41,309.52
2012	$35,359.52
2013	$31,809.52
2014	$30,209.52
2015	$30,209.52
2016	$15,104.76
Total Earnings	$605,600.37

Thank you for investing with DenSco!

Kent
EXH. NO. 801
3-19-19
Kelly S. Oglesby CR 50178

GUTTILLA MURPHY ANDERSON
Ryan W. Anderson (Ariz. No. 020974)
5415 E. High St., Suite 200
Phoenix, Arizona 85054
Email: randerson@gamlaw.com
Phone: (480) 304-8300
Fax: (480) 304-8301

Attorneys for the Receiver

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR MARICOPA COUNTY

ARIZONA CORPORATION COMMISSION, Plaintiff, v. DENSCO INVESTMENT CORPORATION, an Arizona corporation, Defendant.	Cause No. CV2016-014142 PETITION NO. 41 PETITION TO APPROVE FIRST INTERIM DISTRIBUTION TO CREDITORS (Assigned to the Honorable Teresa Sanders)

Peter S. Davis, as the court appointed Receiver, respectfully petitions the Court to approve an interim distribution of $4,500,000.03 to the approved creditors of DenSco Investment Corporation ("DenSco Creditors") as follows:

1. On August 18, 2016, this Court entered its *Order Appointing Receiver*, which appointed Peter S. Davis as Receiver of DenSco Investment Corporation ("Receivership Order").

2. On March 28, 2017, the Court entered its *Order Re: Petition No. 19 – Order Establishing Procedures for the Adjudication of Claims* ("Claims Order") which, among other things, established the procedures for the solicitation and adjudication of creditor claims against DenSco.

3. On October 27, 2017, the Court entered its *Order Re: Petition No. 37*, which approved one hundred and thirteen (113) creditor claims in a collective total amount of $31,446.001.79 and approved individual claim amounts for each of the DenSco Creditors.

4. The Receiver is now prepared to recommend that the Court approve a first interim distribution of $4,500,000.03 to the DenSco Creditors.

5. The Receiver recommends that each of the DenSco Creditors [as set forth below] is paid the following amounts which are equal to approximately 14.3% of each of the approved DenSco Creditors claim. Specifically, the Receiver recommends that the DenSco Creditors are paid the following amounts:

- William & Helene Alber Family Trust $ 5,593.02
- Brinkman Family Trust $ 34,980.60
- Craig & Tomie Brown Living Trust $ 41,740.59
- Desert Classic Investments, LLC (c/o Steven Bunger) $ 108,159.35
- Steven G. & Mary E. Bunger Estate $ 76,223.52
- Anthony Burdett – IRA $ 65,507.40
- Kennen Burkhart $ 13,515.58

Gattilla Murphy Anderson, P.C.
5415 E. High Street, Suite 200
Phoenix, AZ 85054
(480) 304-8300

- Kennen Burkhart – IRA $ 56,498.58
- Warren & Fay Bush $ 21,767.75
- Mary Butler – IRA $ 39,692.61
- Van Butler $ 26,140.60
- Van Butler – IRA $ 39,692.61
- Thomas & Sara Byrne 2008 Living Trust $ 20,909.30
- Gretchen P. Carrick Trust $ 20,599.10
- Erin P. Carrick Trust (c/o Gretchen Carrick) $ 19,048.00
- Averill Cate, Jr. & Mary Kris McIlwaine $ 9,706.40
- Arden & Nina Chittick Family Trust $ 36,360.76
- Chittick Family Trust (c/o Eldon & Carlene Chittick) $ 70,003.47
- Cohen Revocable Trust $ 20,749.86
- Dori Ann Davis Living Trust $ 31,010.54
- Glen Davis $ 66,601.60
- Glen Davis – IRA $ 31,620.64
- Samantha Davis $ 4,899.12
- Jack Davis $ 10,732.68
- Scott D. Detota $ 17,280.77
- Amy Lee Dirks – IRA $ 10,871.68
- Bradley Mark Dirks – IRA $ 25,105.54

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• Non Lethal Defense, Inc. (c/o Dave Dubay)	$ 8,299.94
• Dupper Living Trust	$ 75,636.97
• Todd F. Einck Trust	$ 16,479.28
• Stacy Grant - IRA	$ 12,685.60
• Russ Griswold	$ 8,299.94
• Russ Griswold – IRA	$ 13,698.19
• Michael & Diana Gumbert Trust	$ 66,399.54
• Nihad Hafiz	$ 41,499.71
• Robert & Elizabeth Hahn Family Trust	$ 37,289.85
• Ralph L. Hey	$ 7,729.88
• Dale & Kathy Hickman	$ 96,349.70
• Craig & Samantha Hood	$ 142,089.51
• Doris & Levester Howze	$ 6,639.95
• Bill Hughes	$ 10,374.93
• Bill Hughes – IRA	$ 49,719.92
• Judy Hughes – IRA	$ 21,649.75
• Imdieke Revocable Trust	$ 527,032.02
• James K. Jetton	$ 6,847.77
• Ralph Kaiser – IRA	$ 37,263.33
• Mary Kent	$ 36,380.38

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- Paul A. Kent Family Trust $ 20,665.83
- Robert Z. Koehler – IRA $ 25,234.04
- LeRoy Kopel Revocable Living Trust $ 7,464.69
- LeRoy Kopel – IRA $ 22,654.44
- Robert F. Lawson $ 13,670.31
- Wayne J. Ledet – IRA $ 37,566.39
- Wayne J. Ledet – Roth IRA $ 13,504.32
- Wayne J. Ledet Revocable Trust $ 41,743.86
- Terry & Lil Lee $ 8,299.94
- The Lee Group, Inc. (c/o Terry & Lil Lee) $ 24,899.83
- Lillian Lent – Roth IRA $ 5,679.12
- Manuel A. Lent – IRA $ 13,500.71
- William & W. Jean Locke $ 15,709.61
- BLL Capital, LLC (c/o Barry Luchtel) $ 12,449.91
- LJL Capital, LLC (c/o Landon Luchtel) $ 14,882.66
- Jim McArdle $ 44,037.34
- James & Lesley McCoy Trust $ 33,199.77
- Caro McDowell Revocable Trust $ 25,863.38
- The Marvin G. Miller & Patricia S. Miller 1989 Trust $ 142,550.37
- Kaylene Moss – IRA $ 37,017.48

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• Moss Family Trust	$ 13084.04
• Muscat Family Trust	$ 41,499.71
• Brian & Janice Odenthal	$ 19,232.56
• Brian Odenthal – IRA	$ 9,665.20
• Jolene Page	$ 251,433.23
• Valerie Paxton	$ 82,796.51
• Marlene Pearce – IRA	$ 14,272.69
• Jeff Phalen – IRA	$ 54,517.42
• Phalen Family Trust	$ 74,618.37
• Preston Revocable Living Trust	$ 13,183.42
• Pete Rzonca	$ 20,179.20
• JoAnn Sanders	$ 9,255.47
• Schloz Family 1998 Trust	$ 15,488.30
• Mary Schloz	$ 16,161.88
• Stanley Schloz	$ 16,243.82
• GB 12, LLC (c/o Stanley Schloz)	$ 12,306.81
• Annette Scroggin – IRA	$ 21,601.56
• Annette Scroggin – Roth IRA	$ 6,923.84
• Michael Scroggin	$ 12,449.91
• Michael Scroggin – IRA	$ 53,426.87

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• Michael Scroggin - Roth IRA	$ 12,330.67
• William Stewart Sherriff	$ 12,359.46
• Saltire, LLC (c/o William Stewart Sherriff)	$ 12,359.46
• Gary E. Siegford & Corrina C. Esvelt-Siegford	$ 97,324.70
• Gary D. & Judith E. Siegford	$ 42,718.47
• Branson & Saundra Smith Trust	$ 28,892.39
• Branson Smith – IRA	$ 34,040.96
• Donald E. & Lucinda Sterling	$ 3,398.68
• Nancy Swirtz	$ 9,077.39
• Long Time Holdings, LLC (c/o William Swirtz)	$ 135,210.66
• Coralee Thompson	$ 192,895.51
• Gary L. Thompson	$ 170,189.27
• James Trainor	$ 46,596.21
• Stephen D. Tuttle	$ 12,147.26
• Wade Underwood	$ 13,453.20
• Laurie A. Weiskopf – IRA	$ 6,731.46
• Thomas D. Weiskopf – IRA	$ 2,078.50
• Carol J. Wellman	$ 11,302.80
• Carol J. Wellman – Roth IRA	$ 5,829.39
• Wellman Family Living Trust	$ 9,189.47

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- Brian & Carla Wenig Family Trust $ 15,247.50
- Mark & Debbie Wenig $ 34,450.84
- Angels Investments, LLC (c/o Yusuf Yildiz) $ 25,668.29
- Michael Zones $ 38,692.35
- Leslie Jones (c/o Michael Zones) $ 28,334.29
- Leslie Jones – IRA (c/o Michael Zones) $ 33,168.21

6. The Receiver has recommended that $4,500,000.03 should be made immediately available for distribution to the DenSco Creditors because the Receiver believes the remaining funds of the receivership [approximately $1,300,000.00] and the prospect of additional monetary recoveries in the near future will enable the continued administration of the receivership case while making a meaningful initial distribution to the DenSco Creditors.

WHEREFORE, the Receiver respectfully requests that the Court enter an order approving an interim distribution in the amounts set forth above to the DenSco Creditors.

Respectfully submitted this 8th day of November, 2017.

GUTTILLA MURPHY ANDERSON, P.C.

/s/Ryan W. Anderson
Ryan W. Anderson
Attorneys for the Receiver

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