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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

PETER S. DAVIS, as Receiver of DENSCO INVESTMENT CORPORATION, an Arizona corporation,

Plaintiff,

v.

U.S. BANK, NA, a national banking organization; HILDA H. CHAVEZ and JOHN DOE CHAVEZ, a married couple; JP MORGAN CHASE BANK, N.A., a national banking organization; SAMANTHA NELSON f/k/a SAMANTHA KUMBALECK and KRISTOFER NELSON, a married couple; and VIKRAM DADLANI and JANE DOE DADLANI, a married couple.

Defendants.

No. CV2019-011499

MOTION TO DISMISS FIRST AMENDED COMPLAINT

(Assigned to the Hon. Daniel Martin)

(Oral Argument Requested)

In accordance with Ariz. R. Civ. P. 9(b) and 12(b)(6), Defendants U.S. Bank National Association ("U.S. Bank") and Hilda H. Chavez (collectively, the "U.S. Bank Defendants") move to dismiss the First Amended Complaint as against them. A certificate of good-faith conferral is attached pursuant to Rules 8.1(e)(4) and 7.1(h), Ariz. R. Civ. P.

MEMORANDUM OF POINTS AND AUTHORITIES

I. PLAINTIFF'S ALLEGATIONS

Plaintiff DenSco Investment Corporation ("DenSco") was an investment company that made "hard money loans" to third parties, who would use the funds to purchase

homes in foreclosure at trustee's sales. First Am. Compl., ¶ 1. DenSco now sues U.S. Bank and others for allegedly aiding and abetting a fraud perpetrated by one of the individuals to whom it loaned money – Yomtov Scott Menaged, and his controlled businesses, Easy Investments, LLC and Arizona Home Foreclosures, LLC.[1] *Id.* ¶¶ 16-114, 222-29.

Unlike the original Complaint, the First Amended Complaint attempts to separate Menaged's fraud into two independent schemes. *Id.* ¶¶ 22-23, 48. According to the allegations, the "First Fraud" occurred between 2011 and 2013, when Menaged obtained loans from DenSco and a third party to purchase the same foreclosed homes, and Menaged promised to perfect DenSco's liens against those homes in first position, but instead recorded its liens in inferior positions. *Id.* ¶¶ 23-25. DenSco allegedly discovered the "First Fraud" in November 2013, and thereafter DenSco (through its principal, Chittick) entered into a Forbearance Agreement in April 2014 with Menaged, whereby Menaged agreed to repay DenSco, and DenSco continued to lend money to Menaged to purchase more foreclosed homes. *Id.* ¶¶ 23, 35, 37.

The "Second Fraud" allegedly commenced in December 2012.[2] As to U.S. Bank, it was allegedly conducted as follows: DenSco wired funds to Menaged's U.S. Bank accounts. *Id.* ¶ 95. Menaged (or his assistant, Veronica Castro) would request U.S. Bank to issue cashiers' checks in the amounts of the purchase price of the homes Menaged intended to purchase with those funds. *Id.* ¶¶ 88, 93, 99-101, 133. Menaged would email photographs of the cashiers' checks to DenSco, supposedly as proof that the funds were used to purchase foreclosed homes. *Id.* ¶¶ 109-11. Menaged would then redeposit the

[1] The United States indicted Menaged in 2017, *id.* ¶ 32, who pled guilty to several counts and was sentenced to 17 years in prison, *id.* ¶¶ 34-35.

[2] As to the timing, the allegations are actually inconsistent. Plaintiff alleges in several paragraphs that Menaged conducted the Second Fraud between December 2012 and April 2014, but in other places alleges that it commenced in January 2014. *Cf., e.g.*, First Am. Compl., ¶¶ 88 and 133 with ¶¶ 47-49. Upon conferral, DenSco's counsel confirmed that the former allegations are incorrect, and that the Second Fraud allegedly commenced in January 2014. The U.S. Bank Defendants offered to stipulate to DenSco's further amendment to rectify these errors, but DenSco declined.

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cashiers' checks into the accounts from which they were drawn instead of purchasing the foreclosed homes. *Id.* ¶¶ 112-13.

The allegations are that U.S. Bank issued and redeposited at Menaged's request 41 cashiers' checks totaling $6,931,048 between December 2012 and April 2014. *Id.* ¶¶ 114, 133. In doing so, DenSco alleges that U.S. Bank aided and abetted Menaged in defrauding DenSco. DenSco filed its original Complaint over 6 ½ years later, on August 16, 2019.[3] For the following reasons, the U.S. Bank Defendants now move to dismiss the First Amended Complaint as against them.

II. LEGAL STANDARD

In evaluating a motion to dismiss, the Court need not accept as true conclusory allegations, unwarranted deductions of fact, unreasonable inferences, or legal conclusions cast in the form of factual allegations, if those conclusions cannot be drawn from the facts alleged. *See, e.g.*, *Johnson Int'l, Inc. v. City of Phoenix*, 192 Ariz. 466, 470 ¶ 19 (App. 1998); *Aldabbagh v. Ariz. Dep't of Liquor Licenses & Control*, 162 Ariz. 415, 417-18 (App. 1989). A formulaic recitation of the elements of a cause of action is not sufficient. *Dube v. Likins*, 216 Ariz. 406, 424 ¶ 14 (App. 2007) (Howard, P.J., supplementing opinion); *see also* Ariz. R. Civ. P. 8(a)(2) (requiring a short and plain statement of the claim showing pleader is entitled to relief).

Further, when aiding and abetting is premised on fraud, the allegations must be pled with particularity. *See* Ariz. R. Civ. P. 9(b) ("In alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake."); *see also Spudnuts, Inc. v. Lane*, 131 Ariz. 424, 425-26 (1982) (observing that Rule 9(b)'s requirement to state circumstances with particularity applies when "fraud is claimed as a basis of an action for damages"); *In re Ariz. Theranos, Inc., Litig.*, 256 F. Supp. 3d 1009, 1035 (D. Ariz. 2017) (granting motion to dismiss for claim of aiding and abetting fraud

[3] In addition to this action, DenSco has filed at least three other actions seeking to recoup losses and other funds, including one against DenSco's prior attorneys pending before this Court. *See Davis v. Clark Hill*, CV2017-013832; *see also Davis v. Smith, et al.*, CV2019-057398; *Davis v. Fischer Family Holdings, L.L.C.*, CV2018-052830.

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for failure to satisfy particularity requirements under identical federal rule because "the claim [wa]s grounded in fraud"), *on reconsideration in part on other grounds*, 2017 WL 4337340 (Sept. 29, 2017).

III. ARGUMENT

A. DenSco's Claim Against U.S. Bank Is Time-Barred.

Claims for aiding and abetting fraud have a three-year statute of limitations. A.R.S. § 12-543(3); *see also, e.g., Kisner v. Broome*, No. 1 CA-CV 16-0502, 2017 WL 6462245, at *7 ¶ 31 (Ariz. App. Dec. 19, 2017) (confirming that statute of limitations for aiding and abetting claim is same as for underlying action). Because U.S. Bank's alleged "aiding and abetting" conduct ended in April 2014 (*see* First Am. Compl. ¶ 139 (alleging that from April 2014 onward, Menaged started banking with co-defendant Chase)), DenSco's claim against the U.S. Bank Defendants filed over 6 ½ years later is untimely by more than two years. *See Montano v. Browning*, 202 Ariz. 544, 546 ¶ 4 (App. 2002) ("[C]laims that are clearly brought outside the relevant limitations period are conclusively barred.").

DenSco had the requisite minimum knowledge of the underlying fraud, and U.S. Bank's purported role, no later than April 2014, when Chittick executed the Forbearance Agreement. "A plaintiff need not know *all* the facts underlying a cause of action to trigger accrual[, b]ut the plaintiff must at least possess a minimum requisite of knowledge sufficient to identify that a wrong occurred and caused injury." *Thompson v. Pima Cty.*, 226 Ariz. 42, 46 ¶ 12 (App. 2010) (emphasis original) (citing *Doe v. Roe*, 191 Ariz. 313, 323 ¶ 32 (1998)). That is, the "relevant inquiry is when did a plaintiff's knowledge, understanding, and acceptance in the aggregate provide sufficient facts to constitute a cause of action." *Thompson*, 226 Ariz. at 46 ¶ 12 (internal quotation marks and citation omitted); *Nelson v. Allen*, No. 1 CA-CV 17-0041, 2018 WL 1417610, at *2 (Ariz. App. Mar. 22, 2018) (citing *Thompson* in granting motion to dismiss).

Regardless, even taking DenSco's characterization of two separate frauds on its face, DenSco still has no timely claim. Despite DenSco's allegations that Chittick had no

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knowledge of the Second Fraud before July 2016, First Am. Compl. ¶¶ 68-69, an aiding and abetting claim accrues when a plaintiff knows or in the exercise of "reasonable diligence should know" of a defendant's alleged wrongful conduct. *See ELM Ret. Ctr., LP v. Callaway*, 226 Ariz. 287, 290 ¶ 12 (App. 2010) (quoting *Doe v. Roe*, 191 Ariz. 313, 324 ¶ 12 (1998)). As shown below, any diligence at all on DenSco's part would have revealed Menaged's "Second Fraud" shortly after it allegedly commenced—particularly considering its knowledge of Menaged's "First Fraud"—so DenSco cannot shelter in its ignorance to escape the statute of limitations.

1. There is no meaningful distinction between the "First" and "Second" Frauds; DenSco knew of the fraudulent activity by April 2014.

As to what was known and when, DenSco has pled itself out of a timely claim. *Thompson*, 226 Ariz. at 46 ¶ 12 ("[W]hen did a plaintiff's knowledge, understanding, and acceptance in the aggregate provide sufficient facts to constitute a cause of action."). Throughout the entire course of Menaged's fraud (which DenSco tries, unsuccessfully, to separate into two independent frauds), DenSco lent money to Menaged to purchase foreclosed homes in exchange for their repayment and a perfected first position security interest in those homes. First Am. Compl. ¶¶ 25, 94. Instead, contrary to Menaged's promises, DenSco did not receive first position liens. Therefore, regardless of how DenSco attempts to distinguish the First and Second Frauds, Menaged's fraud comprised precisely the ***same*** means and ends: DenSco transmitted funds to Menaged, who falsely represented that DenSco would be the first lienholder on deeds of trust for homes purchased through foreclosure sales, when in fact, DenSco was not.

While DenSco recasts Menaged's fraud as two independent schemes, suggesting that DenSco's admitted knowledge of the First Fraud is not knowledge of the Second, the Count is not bound by DenSco's characterizations of the factual allegations. *See, e.g., Johnson Int'l, Inc.*, 192 Ariz. at 470 ¶ 19 ("[W]e need not rely on conclusions of law or unwarranted deductions of fact." (internal quotation marks and citation omitted)); *see also, e.g., State v. Suarez*, 137 Ariz. 368, 373 (App. 1983) (acknowledging that, with

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reference to a "scheme … to defraud," the wrongdoer's plan to defraud the victim "was manifested in a course of conduct involving numerous transactions"); *Bajorat v. Columbia-Breckenridge Dev. Corp.*, 944 F. Supp. 1371, 1383 (N.D. Ill. 1996) (finding that attempt to allege multiple RICO counts instead "appear[ed] to be part of a single scheme and transaction from which plaintiffs suffered identical injuries," because "[w]hile it may have taken a period of two or three years to accomplish, plaintiffs suffered, in essence, only one injury each"); *Sec. & Exch. Comm'n v. Riel*, 282 F. Supp. 3d 499, 528 (N.D.N.Y. 2017) (assessing single monetary penalty for SEC violations where violations "arose from a single scheme or plan" and citing cases (quoting *SEC v. Garfield Taylor, Inc.*, 134 F. Supp. 3d 107, 110 (D.D.C. 2015))); *cf. also* Ariz. R. Civ. P. 15(c)(1) (setting forth that "[a]n amendment relates back to the date of the original pleading if the amendment asserts a claim or defense that arose out of the conduct, transaction, or occurrence set forth, or attempted to be set forth, in the original pleading").

Because the First and Second Frauds are nothing more than DenSco's monikers for the same fraudulent scheme, the facts as affirmatively pled demonstrate that DenSco had actual knowledge of Menaged's fraud as early as November 27, 2013, but certainly no later than April 16, 2014, the same month that U.S. Bank's alleged "aiding and abetting" conduct had ended. According to the allegations, Menaged met with Chittick on the former date "about the facts and circumstances of the First Fraud," (albeit lying about his own involvement), First Am. Compl. ¶¶ 27-28, and DenSco and Menaged executed the Forbearance Agreement, *id.* ¶ 35, on April 16, 2014. That is, through the April 16, 2014 Forbearance Agreement, DenSco affirmatively demonstrated its knowledge of Menaged's fraud, the mechanism by which it occurred, and the injury caused.[4]

[4] Specifically, the Forbearance Agreement followed a "fraud" in which "as many as 52 loans" were not "secured through first position trust deeds," and for which "Chittick [DenSco's managing and sole member] had allowed the fraud committed by [Menaged's companies] to have occurred, by . . . ***wiring funds directly to Menaged***." Compl., *Davis v. Clark Hill*, CV2017-013832, ¶¶ 54, 57, 64, 87 (emphasis added). The Court may consider the Forbearance Agreement without converting this motion into one for summary judgment, as the Receiver previously filed it with this Court. *See* Ex. 113 to SOF in support of Mot. for Determination that Pl. has Made a Prima Facie Case for Punitive Damages for Aiding and Abetting Breach of Fiduciary Duty, *Davis v. Clark Hill*,

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It does not matter when the Receiver was appointed, or what actions he undertook after his appointment. The discovery rule does not apply when the record demonstrates that a plaintiff was aware of the facts underlying the cause of action at the time of the injury. *Larue v. Brown*, 235 Ariz. 440, 444 ¶ 17 (App. 2014); *see also id.* ("[A] plaintiff cannot seek application of the discovery rule where pleadings indicate his knowledge …." (quoting *Phillips v. World Publ'g Co.*, 822 F. Supp. 2d 1114, 1122 (W.D. Wash. 2011))). DenSco was aware of Menaged's fraudulent scheme and U.S. Bank's relationship with Menaged more than three years prior to the filing of the original Complaint (before May 2014, when the Complaint was filed in August 2019). As the allegations themselves establish the time-bar, Plaintiff has pled itself out of a timely claim against the U.S. Bank Defendants.

2. Regardless, DenSco's failure to exercise reasonable diligence precludes DenSco from sheltering under the discovery rule.

Yet, even taking DenSco's characterization of separate and independent frauds at face value, DenSco still has no timely claim against the U.S. Bank Defendants: although the First Amended Complaint alleges that Chittick did not know of what DenSco calls the "Second Fraud" before July 2016, First Am. Compl. ¶¶ 68-69, the discovery rule cannot save its claim, as the exercise of reasonable diligence by DenSco and its principal Chittick surely would have resulted in DenSco discovering its claim against U.S. Bank shortly after the "Second Fraud" commenced, and certainly no later than April 2014 when DenSco entered into the Forbearance Agreement.

CV2017-013832, at DIC00107732 ¶ G (a courtesy copy of which is attached as Exhibit A). *See also Coleman v. City of Mesa*, 230 Ariz. 352, 356 ¶ 9 (2012) ("[P]ublic records regarding matters referenced in a complaint, are not 'outside the pleading,' and courts may consider such documents without converting a Rule 12(b)(6) motion into a summary judgment motion."); *Strategic Dev. & Constr., Inc. v. 7th & Roosevelt Partners, LLC*, 224 Ariz. 60, 64 ¶ 13 (App. 2010) ("[A] Rule 12(b)(6) motion that presents a document that is a matter of public record need not be treated as a motion for summary judgment."); *id.* (citing in support *Intermedics, Inc. v. Ventritex, Inc.*, 775 F. Supp. 1258, 1261 (N.D. Cal. 1991)); *Intermedics, Inc.*, 775 F. Supp. at 1261 (confirming that previous court filings are matters of public record).

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The discovery rule "does not permit a party to hide behind its ignorance when reasonable investigation would have alerted it to the claim. Instead, a tort claim accrues when a plaintiff knows or '***with reasonable diligence should know***' of the defendant's wrongful conduct." *ELM Ret. Ctr., LP v. Callaway*, 226 Ariz. 287, 290 ¶ 12 (App. 2010) (internal citation omitted) (quoting *Doe v. Roe*, 191 Ariz. 313, 324 ¶ 12 (1998)). As such, for the discovery rule to extend the normal operation of the statute of limitations, the "common thread" is that "[t]he injury or the act causing the injury, or both, [must] have been difficult for the plaintiff to detect." *Id.* (quoting *Gust, Rosenfeld & Henderson v. Prudential Ins. Co.*, 182 Ariz. 586, 589 (1995)). The alleged wrongs DenSco now complains of were straightforward and easy to detect, particularly in light of the fact that DenSco knew it was being defrauded.

The allegations regarding the Second Fraud are that Menaged "misrepresented to DenSco" that he was the winning bidder on properties sold at trustee's sales, and as part of his scheme provided "the address of the Identified Property" to "request financing from DenSco," and then "would falsify a trustee's sale receipt purporting to evidence the purchase of a real property that never happened." First Am. Compl. ¶¶ 51, 94, 112. But any diligence at all on the part of DenSco would have revealed that Menaged was not using DenSco's funds to purchase foreclosed homes, much less perfecting DenSco's lien positions in them, because such transactions are recorded in the public land records, which are accessible to the public on-line.[5] Simply put, DenSco cannot shelter in the discovery

[5] Transfers of real property following foreclosures are accomplished through the recording of Trustee Deeds in the public land records, and the priority of lien positions are established by recording Deeds of Trust. *See, e.g.*, A.R.S. § 33-411.01 ("Any document evidencing the sale, or other transfer of real estate or any legal or equitable interest therein, excluding leases, shall be recorded by the transferor in the county in which the property is located and within sixty days of the transfer."); A.R.S. § 33-705 ("A mortgage or deed of trust that is given as security for a loan made to purchase the real property that is encumbered by the mortgage or deed of trust has priority over all other liens and encumbrances that are incurred against the purchaser before acquiring title to the real property.").

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rule when reasonable diligence would have undeniably uncovered the "Second Fraud" shortly after it commenced, in January 2014 .[6]

Other states and jurisdictions recognize this point. For example, the District of Minnesota observed that, although "[t]he discovery rule tolls the statute of limitations until a plaintiff knew or *reasonably should have known*, in the exercise of reasonable diligence, of the facts necessary to support his claim," "[w]here the facts in question are matter of public record, courts routinely hold that the discovery rule does not toll the limitations period." *Ellering v. Sellstate Realty Sys. Network, Inc.*, 801 F. Supp. 2d 834, 841 (D. Minn. 2011) (internal quotation marks omitted) (emphasis original) (citing cases). In *Ellering*, the court determined that it was "undisputed" that the facts underlying the plaintiff's claim were "a matter of public record," and were "readily available" on a Minnesota government website. *Id.* ("Indeed, Plaintiffs' counsel acknowledged at oral argument that Plaintiffs could have easily ascertained" underlying facts during conduct within statute of limitations period.).

Still other courts agree. *See, e.g.*, *Masters v. Bos. Sci. Corp.*, 404 F. App'x 127, 128 (9th Cir. 2010) (determining, under Massachusetts law, that cause of action "does not accrue until the injured party knows or in the exercise of reasonable diligence should know the factual basis for the cause of action," which does not include when the basis for a claim was "discoverable by examination of public records"); *WAMCO XXVIII, Ltd. v. Casa Grande Cotton Fin. Co.*, 314 F. Supp. 2d 655, 657-58 (N.D. Tex. 2004) (holding that discovery rule did not "excuse [plaintiff] from exercising reasonable diligence in protecting its own interest" because "real property records can constitute constructive notice," which "creates irrebuttable presumption of actual notice"); *Ford v. Litton Loan Servicing LP*, No. 1:14-CV-178-SA-SAA, 2015 WL 5655721, at *3 (N.D. Miss. Sept. 24, 2015) ("[T]he discovery rule tolls the statute of limitations until the plaintiff by reasonable diligence should have discovered the injury," but "[t]he Mississippi Supreme Court has interpreted the 'reasonable diligence' language of the statute to mean that the discovery

[6] *See supra*, note 2.

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rule does not apply to matters of public record."); *Yoe v. Branch Banking & Tr. Co.*, No. 3:13-CV-173, 2014 WL 713283, at *8 (N.D. W. Va. Feb. 25, 2014) (finding no tolling when "the 'newly discovered evidence' consisted of matters of public record"), *aff'd*, 585 F. App'x 178 (4th Cir. 2014); *Hanson v. Johnson*, No. CIV. 02-3709 JRTFLN, 2003 WL 21639194, at *5 n.2 (D. Minn. June 30, 2003) (emphasizing that "plaintiffs could have learned that the [financial notes] were not registered by checking with the Securities Exchange Commission's public records," which was "sufficient to put plaintiffs on notice").

This reasoning is even more so the case here, where DenSco was aware of—***and then continued***—its prior practice of loaning funds directly to Menaged, when it knew that it had already suffered losses of over ***$37 million*** from what DenSco calls the First Fraud. *See, e.g.*, First Am. Compl. ¶¶ 23, 35-37. Allowing DenSco to take shelter in the discovery rule when it did not invest a *de minimis* amount of time to check even one of the purported 1,400 fraudulent loans on the County Recorder's website following discovery of what DenSco calls the First Fraud, offends the principles underlying the statute of limitations. *Jackson v. Am. Credit Bureau, Inc.*, 23 Ariz. App. 199, 203 (1975) ("The statute of limitations is a statute of repose, enacted as a matter of public policy to fix a limit within which an action must be brought…and is intended to run against those who are neglectful of their rights, and who fail to use reasonable and proper diligence in the enforcement thereof…. The underlying purpose of statutes of limitations is to prevent the unexpected enforcement of stale claims concerning which persons interested have been thrown off their guard by want of prosecution." (quoting 1 Wood on Limitations, 8-9 (4th ed. 1916))). The allegations pled DenSco out of the discovery rule, because they demonstrate that, at the very least, DenSco failed to exercise reasonable diligence and so cannot "hide behind its ignorance when reasonable investigation would have alerted it to the claim." *Callaway*, 226 Ariz. at 290 ¶ 12.[7]

[7] Certainly "photographic evidence of [] cashier's check[s]," along with an unverified trustee's sale receipt as the sole evidence of purchase, First Am. Compl. ¶ 112, and no evidence at all confirming DenSco's first position lien interests in those homes were

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Further, there are no facts that could be supplemented through amendment that would change this result. *Compare also, e.g.*, Compl., *with* First Am. Compl. (alleging additional facts that have not changed core analysis or result). DenSco acknowledges that it executed the Forbearance Agreement with Menaged and his companies, which occurred on April 16, 2014, with respect to the same fraud U.S. Bank allegedly aided and abetted, and which was after U.S. Bank's alleged aiding and abetting conduct was complete. The discovery rule cannot apply because the allegations already on record demonstrate that DenSco was either aware of the facts underlying its claim against the U.S. Bank Defendants, or in the exercise of reasonable diligence should have been aware. *Larue*, 235 Ariz. at 444 ¶ 17; *see also id.* ("[A] plaintiff cannot seek application of the discovery rule where pleadings indicate his knowledge.…" (quoting *Phillips v. World Publ'g Co.*, 822 F. Supp. 2d 1114, 1122 (W.D. Wash. 2011))).

B. The First Amended Complaint Does Not State a Claim for Aiding and Abetting Fraud Against U.S. Bank.

Even if DenSco's claim is not barred by the statute of limitations (and it is), DenSco fails to state a claim for aiding and abetting as a matter of law. To be viable, aiding and abetting fraud claims require factual allegations supporting the following elements: "(1) the primary tortfeasor must commit a tort that causes injury to the plaintiff; (2) the defendant must know that the primary tortfeasor's conduct constitutes a breach of duty; and (3) the defendant must substantially assist or encourage the primary tortfeasor in the achievement of the breach." *Wells Fargo Bank v. Ariz. Laborers, Teamsters & Cement Masons Local No. 395 Pension Tr. Fund*, 201 Ariz. 474, 485 ¶ 34 (2002) (relying also on Restatement of Torts (Second) § 876(b)). These allegations must be pled with particularity. *See* Ariz. R. Civ. P. 9(b); *see also, e.g., Spudnuts, Inc.*, 131 Ariz. at 425-26 (observing that Rule 9(b)'s requirement to state circumstances with particularity applies when "fraud is claimed as a basis of an action for damages").

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perfected, was not "reasonable" as a matter of law, particularly after DenSco had already uncovered at least $37 million of fraudulently induced loans, *id.* ¶¶ 27, 35-37.

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As against U.S. Bank, the First Amended Complaint fails because the allegations do not support the latter two elements: no reasonable inference may be drawn from the factual allegations that U.S. Bank ***knew*** Menaged was defrauding DenSco, nor that U.S. Bank ***substantially assisted or encouraged*** Menaged in doing so. In fact, there are no allegations that U.S. Bank did anything other than behave like an ordinary depository bank would be expected to behave, by offering run-of-the-mill services like accepting wire transfers, and issuing and depositing cashier's checks.

1. *The allegations do not support an inference that U.S. Bank knew Menaged was defrauding DenSco.*

DenSco's aiding and abetting claim requires facts pled with particularity that at the very least support the suggestion that U.S. Bank ***knew*** that it was aiding and abetting a fraud, as opposed to just performing unremarkable bank functions for a customer. *Dawson v. Withycombe*, 216 Ariz. 84, 102 ¶ 50 (App. 2007); *see also Wells Fargo Bank*, 201 Ariz. at 485 ¶ 33 ("Aiding and abetting liability is based on proof of a scienter…the defendants must *know* that the conduct they are aiding and abetting is a tort." (emphasis original) (quoting *Witzman v. Lehrman, Lehrman & Flom*, 601 N.W.2d 179, 186 (Minn. 1999))). But reasonable inferences to be drawn from the factual allegations do not support this essential element.

Even if the well-pled allegations were capable of supporting an inference of suspicious activity, it would not be enough. *See Dawson*, 216 Ariz. at 102-03 ¶¶ 50-52. Instead, the factual allegations must give rise to a reasonable inference that the defendant had at least "general awareness of the primary tortfeasor's fraudulent scheme." *Id.* at 102 ¶ 50; *see also Bright LLC v. Best W. Int'l Inc.*, No. CV-17-00463-PHX-ROS, 2018 WL 4042122, at *7 (D. Ariz. July 27, 2018) ("[M]ere knowledge of suspicious activity is not enough…[t]he defendant must be aware of the fraud." (quoting *Stern v. Charles Schwab & Co.*, No. CV-09-1229-PHX-DGC, 2010 WL 1250732, at *9-10 (D. Ariz. Mar. 24, 2010) (granting bank's motion to dismiss because, even though bank "knew of unusual, unprecedented, and unexplained level of activity" on a Ponzi schemer's account, the

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allegations did not support any inference that the bank had any actual knowledge))), *reconsideration granted in part on other grounds*, 2018 WL 6738843 (Sept. 24, 2018); *Wiand v. Wells Fargo Bank, N.A.*, 938 F. Supp. 2d 1238, 1243-47 (M.D. Fla. 2013) (finding victims of Ponzi scheme had not stated claim against the bank because the allegations constituted "no more than 'red flags,'" insufficient to give rise to an inference of knowledge).

Cognizant of this glaring deficiency, DenSco levels several accusations that do not individually or collectively support a reasonable inference that U.S. Bank knew what Menaged was doing, which distill to the following: DenSco first suggests that U.S. Bank knew of the underlying fraud because the cashier's checks were "approximately equal to the total amount that DenSco wired to Menaged's Easy Investments' account." First Am. Compl. ¶ 121(a). Second, DenSco implies that U.S. Bank knew of the fraud because the checks were "made payable to a trustee that conducted the public auction." *Id.* ¶ 121(b). And third, DenSco ties together the memo line of the cashier's checks (of "DenSco Payment [property address]") to infer that U.S. Bank somehow knew that Menaged was not permitted under his agreement with DenSco to use these funds for any other purpose. *Compare id.* ¶ 121(c), *with id.* ¶ 93.

Yet there are no allegations that U.S. Bank was a party to agreements or communications between DenSco and Menaged regarding the loans, foreclosures, property purchases, or security agreements. No allegations exist that U.S. Bank was aware of the terms of any of these agreements.[8] Nowhere does the First Amended Complaint allege that U.S. Bank knew that the multiple, individual payees on the cashier's checks were in fact trustees at a public auction, *see* First Am. Compl. ¶¶ 103, 121(b), or that U.S. Bank would have appreciated that the specific 41 redeposited checks at issue here—over a period of nearly two years—means that "U.S. Bank knew that Menaged was

[8] The closest the First Amended Complaint comes to pleading awareness is the allegation that Menaged told U.S. Bank that he was in the residential foreclosure business, *see* First Am. Compl. ¶¶ 116-17, but all this allegation supports is the inference that U.S. Bank knew that Menaged was "in the business of purchasing foreclosed homes from public auction," *id.* ¶ 116, not that he was defrauding his private lender.

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not using DenSco's loan proceeds for their intended purpose," *id.* ¶¶ 124, 132. Nor do the allegations suggest why U.S. Bank would have any reason to tie together the DenSco wired amounts and the cashier's check amounts to establish their connection or significance, particularly when the wires and cashier's checks were for different amounts.[9] U.S. Bank is not accused of doing anything other than what a depository bank is expected to do: accept wire transfers for deposit; issue cashier's checks when requested; and redeposit cashier's checks when unused.

At bottom, all these allegations collectively support—even in the most charitable light—is that someone at U.S. Bank, had he or she cared to inspect the wires, cashier's checks, and account statements, *might* have drawn the inference that Menaged was using funds supplied by a third party to purchase properties at foreclosure, and that sometimes Menaged did not go through with those purchases, for any number of lawful reasons.[10] No further conclusion can be reasonably drawn from these allegations. U.S. Bank is not alleged to have had actual knowledge of the underlying fraud, and the First Amended Complaint fails to plead a reasonable inference of knowledge from U.S. Bank's activities, whether individually or in the aggregate.

2. *The allegations do not support a reasonable inference of U.S. Bank's substantial assistance in Menaged's fraud.*

To be liable for aiding and abetting, U.S. Bank's assistance or encouragement in the fraud must be "a substantial factor in causing the resulting tort," Restatement of Torts

[9] In fact, the amounts DenSco wired was "less the $10,000" for a purported trustee deposit, *see* First Am. Compl. ¶ 103, (which is a calculation DenSco does not allege that U.S. Bank could have known about), so cashier's check amounts would always have been different than the wired amounts.

[10] To be sure, the allegations support nothing more than a debtor and creditor relationship between U.S. Bank and Menaged, not any kind of special or fiduciary type relationship from which a duty to inquire into these matters might possibly be inferred. *See, e.g.*, *Ferring v. Bank of Am. NA*, No. CV-15-01168-PHX-GMS, 2016 WL 407315, at *3 (D. Ariz. Feb. 3, 2016) (stating in case brought against bank based on underlying fraudulent transaction, that "[t]he 'relationship between a bank and an ordinary customer is no more than that of debtor and creditor.'" (quoting *Stern*, 2010 WL 1250732, at *3)); *see also Hennesy Equipment Sales Co. v. Valley Nat'l Bank*, 25 Ariz. App. 285, 287 (1975) ("The relationship between the bank and its checking account depositor is that of debtor and creditor.").

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(Second) § 876(b), cmt. d; *see also Wells Fargo Bank*, 201 Ariz. at 485 ¶¶ 31, 34 (emphasizing Arizona courts' reliance on Section 876 of the Restatement). While aiding and abetting does not require "but for" causation, there must at least be "a causal connection between the defendant's assistance or encouragement and the primary tortfeasor's commission of the tort." *Sec. Title Agency v. Pope*, 219 Ariz. 480, 491 ¶ 47 (App. 2008).

Ordinary banking activities, such as the activities undertaken by U.S. Bank described in the First Amended Complaint, do not allow a reasonable inference of substantial assistance or encouragement to be drawn. *Cf. Wells Fargo Bank*, 201 Ariz. at 489 ¶¶ 48-49 (recognizing other courts' view of ordinary course transactions constituting "substantial assistance," but only to extent that there was a heightened economic motivation to aid in the fraud); *see also id.* ¶ 51 (acknowledging that it "may be possible to infer the knowledge necessary for aiding and abetting liability" if a bank's "method or transaction is atypical or lacks business justification" (quoting *Woodward v. Metro Bank of Dallas*, 522 F.2d 84, 97 (5th Cir. 1975))).

The allegations taken as a whole support nothing more than a bank doing what a bank does in the ordinary course of its business. *Thuney v. Lawyer's Title of Ariz.*, No. 2:18-CV-1513-HRH, 2019 WL 467653, at *5 (D. Ariz. Feb. 6, 2019) ("Processing day-to-day transactions does not constitute substantial assistance unless the bank has an extraordinary economic motivation to aid in the fraud." (internal quotation marks and citation omitted)). Specifically, the allegations are that U.S. Bank: accepted wire transactions as instructed, First Am. Compl. ¶¶ 98, 101, 119-20, issued and deposited cashier's checks as instructed, *id.* ¶¶ 105, 122, followed internal bank policies, *id.* ¶¶ 126-28, and, occasionally, that supervisory employees waived certain policies in ways that were not at all unusual, and which did not assist Menaged in the commission of his fraud, *id.* ¶¶ 90, 130-31.[11]

[11] Specifically, DenSco alleges that U.S. Bank had a "hold period" on cashier's checks that Menaged redeposited that prevented immediate access to redeposited funds, and that U.S. Bank "over-r[o]d[e]" the holds for Menaged, First Am. Compl. ¶¶ 130-131, but such

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The First Amended Complaint also relies upon U.S. Bank "knowing" that Menaged's actions were fraudulent to support the substantial assistance prong, *id.* ¶¶ 126, 132, but this is a parasitic argument. *See Wells Fargo Bank*, 201 Ariz. at 485 ¶ 33 ("Aiding and abetting liability is based on proof of a scienter … the defendants must *know* that the conduct they are aiding and abetting is a tort." (emphasis original) (quoting *Witzman*, 601 N.W.2d at 186)). The ***knowledge*** and ***substantial assistance or encouragement*** prongs of an aiding and abetting fraud claim are independent inquiries, each of which must be supported by pleading with particularity. Here, the factual allegations do not support a reasonable inference of knowledge ***or*** substantial assistance or encouragement on the part of U.S. Bank.

IV. CONCLUSION

For the foregoing reasons, this Court should dismiss the U.S. Bank Defendants. As Plaintiff has already attempted to cure these pleading deficiencies through the filing of the First Amended Complaint, the dismissal should be with prejudice. *See, e.g., Swenson v. County of Pinal*, 243 Ariz. 122, 128 ¶ 22 (App. 2017); *Wigglesworth v. Mauldin*, 195 Ariz. 432, 439 ¶¶ 26-27 (App. 1999).

DATED this 6th day of May, 2020.

SNELL & WILMER L.L.P.

By: */s/ Amanda Z. Weaver*
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hold period policies are for the bank's protection against the risk of charge-back, and waiving them did not in any way assist Menaged in defrauding DenSco.

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The foregoing was electronically filed and e-served via azturbocourt on the following parties this 6th day of May, 2020.

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Exhibit A

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT ("**Agreement**") is executed on April 16, 2014, by and among Arizona Home Foreclosures, LLC, an Arizona limited liability company, whose address is 7320 W. Bell Road, Glendale, Arizona 85308 ("**AHF**"), Easy Investments, LLC, an Arizona limited liability company, whose address is 7320 W. Bell Road, Glendale, Arizona 85308 ("**EI**") (AHF and EI are collectively referred to as the "**Borrower**"), Yomtov "Scott" Menaged, an individual whose address is 10510 East Sunnyside Drive, Scottsdale, Arizona 85259 ("**Guarantor**"), Furniture King, LLC, an Arizona limited liability Company, whose address is 303 N. Central Avenue, Suite 603, Phoenix, AZ 85012 ("**New Guarantor**"), and DenSco Investment Corporation, an Arizona corporation, whose address is 6132 W. Victoria Place, Chandler, Arizona 85226 ("**Lender**") (the Borrower, the Guarantor, the New Guarantor, and Lender are each considered a "**Party**" hereunder and are collectively referred to as the "**Parties**"). (Any capitalized term not defined in this Agreement shall have the meaning set forth in the Deeds of Trust as later defined).

Recitals

The following recitals of fact are a material part of this Agreement:

A. Borrower is indebted to Lender under the terms of certain Loans (the "**Loans**"), which are listed on the attached Exhibit A, which is incorporated into this Agreement by this reference, and each are evidenced by a Note Secured by Deed of Trust (each, a "**Note**" and collectively, the "**Notes**"), all of which were executed by Borrower in favor of Lender (the "**Notes**") and by a Mortgage (or a "**Receipt and Mortgage**") (each, a "**Mortgage**," and collectively, the "**Mortgages**"), and each such Note and Mortgage was executed by Borrower and delivered to Lender, as a condition precedent to and immediately prior to the funding of the applicable Loan.

B. Guarantor guaranteed the payment and performance of each of the Loans (the "**Guaranty**"), executed by Guarantor in favor of Lender.

C. Each of the Loans are further evidenced and/or secured by various documents and instruments, including but not limited to a certain Deed of Trust and Assignment of Rents (each a "**Deed of Trust**," and collectively, the "**Deeds of Trust**"), executed by Borrower at the funding of the Loan in favor of Lender and recorded in conjunction with the Trustee's Deed conveying the real property to Borrower. The Deeds of Trust constitute a lien on the respective real properties described therein (individually a "**Property**" and collectively, the "**Properties**") and referenced in Exhibit A. The Notes, the Mortgages, the Deeds of Trust, the Guaranty, the other document(s) described above and all other documents and instruments evidencing and/or securing the Loans, as originally written or previously modified, and all amendments and renewals thereof and replacements therefor, are referred to collectively herein as the "**Loans Documents**".

D. Each of the Mortgages provides: "Borrower hereby grants to Lender or assignee a first, prior and superior equitable lien and mortgage against the Real Property to secure payment of the Loan... . Borrower has delivered to Lender a promissory note and deed of trust,

and Borrower agrees that the deed of trust that the deed of trust shall be recorded against the Real Property as a first, prior and superior lien and encumbrance simultaneously with the recording of the Trustee's Deed."

E. Each Deed of Trust provides as follows:

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BORROWER AGREES:

. . . .

5. Borrower shall promptly discharge any lien in which has priority over this Deed of Trust unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Deed of Trust. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Deed of Trust, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more actions set forth within 10 days of the beginning of the notice.

F. Each Note provides as follows:

"A "Default" shall occur (i) … . or (vi) upon the occurrence of any default under any obligation of Maker to Holder. Further, at Holder's option after Default, all remaining unpaid principal and accrued interest shall become due and payable immediately without notice (other than any declaration prescribed in applicable sections of the agreements under which such events of default arose), presentment, demand or protest, all of which hereby are waived." ("Default" shall have the meaning set forth in the Note).

G. On or about November 27, 2013, Guarantor met with Denny Chittick of Lender to inform Lender that certain of the Properties had also been used (though Guarantor acknowledged no fault) as security for one or more loans from one or more other lenders (individually, the "**Other Lender**" and collectively, the "**Other Lenders**") and the Loans from Lender may not be in the first lien position on each respective Property.

H. At the November 27 meeting, Guarantor acknowledged to Lender that Borrower had an obligation to discharge the liens of the Other Lenders or to take such other actions to satisfy Section 5 of each Deed of Trust within 10 days, as referenced above. Further, Borrower and Guarantor acknowledged that the meeting satisfied Lender's obligation to provide notice to Borrower and Guarantor of an action leading to a Default pursuant to each of the Loan Documents.

I. The Loans are now in Default (as defined in the Note) and Lender has provided Borrower with any and all notice required under each of the Loans Documents concerning such Default.

J. Borrower has requested that Lender forbear in the pursuit of Lender's remedies, and Lender is willing to forbear such pursuit, but only so long as and on the conditions that (1) Borrower, Guarantor and New Guarantor acknowledge the existing Defaults under the Loans, (2) all liens, security interests, rights and remedies of Lender under the Loans Documents continue in full force and effect and (3) Borrower, Guarantor and New Guarantor fulfill all conditions and comply with all terms and provisions set forth in this Agreement, and furnish all other documents and perform all other acts necessary to give effect to the agreements hereinafter set forth.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Loans Balance**. As of the close of business on April 16, 2014, the total principal sum now due and payable under the Loans, in aggregate, is $35,639,880.71. In addition to the outstanding principal, Lender has advanced costs and expenses as permitted under the Loans Documents and incurred costs and expenses for collection and enforcement of the Loans. Interest continues to accrue under the Loans at the rate of 18% per annum as provided in the Notes (as opposed to the Default Interest rate set forth in the Notes).

2. **Acknowledgment of Default**. Borrower, Guarantor and New Guarantor hereby acknowledge and agree that the Loans are in Default, that any necessary or required notices have been provided by Lender and all applicable "cure periods" have expired, and that as a result of such Default, Lender now has the right to pursue foreclosure and any and all other rights and remedies permitted to Lender under the Loans Documents and/or under applicable law.

3. **Continued Effect of Loans Documents**. Borrower, Guarantor and New Guarantor further acknowledge and confirm that the Loans Documents have been duly authorized, executed and delivered to Lender and are valid, binding and enforceable against Borrower and Guarantor in accordance with their respective terms, and that to the collective knowledge of Borrower, Guarantor and New Guarantor, all liens and security interests created in favor of Lender under the Loans Documents have been validly created and duly perfected as encumbrances upon all Properties and collateral of Borrower, Guarantor or New Guarantor as described in the Loans Documents and as modified by this Agreement. Upon the satisfaction of the lien of the applicable Other Lender with respect to a Property, the lien and security interest created in favor of Lender under the Loans Documents will be deemed to be validly created and duly perfected as an encumbrance upon the respective Property and collateral of Borrower, Guarantor or New Guarantor as described in the Loans Documents. Further, Borrower shall cause to be provided to Lender a Lender's title insurance policy issued by a nationally-recognized title company, reasonably acceptable to Lender insuring that Lender's encumbrance in such Property, as evidenced by the respective Deed of Trust, shall constitute a valid and enforceable first and prior lien to any other encumbrance on the respective Property.

4. **Forbearance by Lender on Conditions; Effect of Breach**. Lender hereby agrees to forbear pursuit of its rights and remedies under the Loans Documents and/or under applicable law, but only so long as and on the conditions that Borrower, Guarantor and New Guarantor pay all sums, perform all covenants and agreements and do all acts and things required of them

hereunder. If Borrower, Guarantor or New Guarantor fail to pay any sum or to perform any covenant, agreement or obligation owed to Lender under any of the Loans Documents, as modified by this Agreement, Lender may cease such forbearance and may immediately commence and pursue any or all rights and remedies Lender may have under the Loans Documents and/or under applicable law as to any or all of the collateral or security for the Loans, all in such order and manner as Lender may elect from time to time in its sole discretion and without notice of any kind to Borrower, Guarantor, New Guarantor or any other person, as if this Section 4 had never been agreed to by Lender. Lender's agreement herein to forego immediate pursuit of its rights and remedies constitutes a postponement and forbearance only, and does not in any event constitute a waiver of any such rights or remedies.

5. **No Effect on Existing Default; Extension of Maturity**. Neither the execution and delivery of this Agreement or any other document or instrument required hereunder nor the consummation of the transactions and agreements set forth in this Agreement shall in any manner rescind or cure any existing Default under the Loans Documents, reinstate the Loans to a current status, or constitute an accord and satisfaction of the Loans. Notwithstanding this provision, the maturity date of all of the Loans (and the payment of the entire principal sum and all accrued interest, costs, expenses, disbursements and fees due under the terms and provisions of this Agreement, the Notes and all other sums payable under the Loans Documents) is hereby extended to February 1, 2015, and shall be due in any event, without notice or demand; provided, however, Lender, at its sole discretion, may further extend the maturity date of all of the Loans to February 1, 2016, so long as Borrower, Guarantor and New Guarantor have complied and are in material compliance with the terms of this Agreement.

6. **Borrower's Actions**. Lender's continued performance of the terms of this Agreement is conditioned upon each of the following obligations being fulfilled:

(A) Borrower agrees to use its good faith efforts to: (i) liquidate other assets, which is expected to generate approximately $4 to $5 million US Dollars; (ii) apply all net proceeds from the rental of Borrower's other real estate assets, or the net proceeds from the acquisition and disposition of other real estate or other assets by Borrower, and (iii) apply all funds received from Borrower's continued good faith efforts to recover any other asset that can be recovered from the missing proceeds from the multiple Loans that were advanced from Lender and Other Lenders with respect to certain properties as referenced above. Any additional funds obtained and / or made available to Borrower pursuant to this subsection shall be made available to and used by Borrower in connection with the resolution of the lien disputes between Lender and Other Lenders as referenced above (and any balance to be paid to Lender to reduce the amount of Lender's Additional Loan or the Additional Funds Loan to Borrower as provided herein).

(B) Borrower agrees to provide Lender, and maintain in effect, a life insurance policy from a nationally-recognized life insurance carrier (Lincoln Benefit Life Insurance, a subsidiary of Allstate Insurance Co., shall be deemed acceptable to Lender), in the amount of $10,000,000, insuring the life of Guarantor with Lender named as the sole beneficiary, until all obligations pursuant to the Agreement have been fully satisfied.

(C) Borrower agrees to provide Lender with a separate personal guaranty from Guarantor, guaranteeing all of Borrower's obligations under the Loans Documents, and this

Agreement, and such Guaranty shall be in commercially reasonable form for a lender loaning a similar aggregate amount of money to a borrower as Lender is loaning in the aggregate to Borrower. Further, Borrower agrees to provide a re-affirmation and consent from Guarantor to restate and re-affirm his personal obligations as set forth in his outstanding personal guarantees of Lender's Loans to Borrower, so that the terms and provisions of this Agreement will not cause or create any waiver of such guarantees, but rather will ratify and guarantee all of the Borrower's obligations, as such obligations may be increased by the actions of Lender and Borrower pursuant to the terms and provisions of this Agreement.

(D) Borrower agrees to provide Lender with a separate corporate guaranty from New Guarantor, guaranteeing all of Borrower's obligations under the Loans Documents, this Agreement, and the Additional Loan (defined herein) to be secured by a lien against all of New Guarantor's inventory, accounts, and assets.

(E) Except for Lender, Borrower agrees to continue to pay the interest due to the Other Lenders for loans secured by any of the Properties, and any other similarly situated lender on a timely basis and to keep each of such loans current and in compliance with their respective terms.

(F) Borrower has arranged for private outside financing (the "**Outside Funds**"), which is to be provided to Borrower in the approximate amounts and on the following prospective schedule: (i) approximately $1,000,000 on or before March 20, 2014; (ii) approximately $1,000,000 on or before May 26, 2014; (iii) approximately $1,000,000 on or before July 15, 2014; and (iv) approximately $1,200,000 on or before September 15, 2014. Such Outside Funds shall be used exclusively for the pay-off of the Other Lenders and any other similarly situated lender: to pay interest payments to similarly situated lenders; to pay repair and/rehab expenses associated with the collateral for the Loans, or to make any other payment that, in Borrower's reasonable judgment, is for the mutual benefit of Borrower and Lender. Any balance remaining shall be paid to Lender to reduce the amount of Lender's Additional Loan to Borrower, as provided herein;

(G) Borrower has agreed to inform Lender of all of the terms of Borrower's transactions to obtain the Outside Funds and the security provided for such Outside Funds. Lender agrees to keep such information on a confidential basis, provided, however, Lender will be able to provide such terms and information to its investors, legal counsel, accountants and other applicable professionals on a confidential basis.

(H) During the term of this Agreement, Borrower, Guarantor and New Guarantor agree to use good faith efforts to satisfy and pay-off any and all financial obligations secured by liens in favor of the applicable Other Lender with respect to a Property. The Borrower and Lender shall cooperate to agree upon a sequencing schedule (which will need to be adjusted on a reasonable basis) to satisfy and release the liens of the Other Lenders on the applicable Properties. Borrower agrees to use its Good Faith Efforts to cause the liens of the Other Lenders to be satisfied and released on or before nine (9) months from the execution of this Agreement.

(I) Borrower, Guarantor, New Guarantor and Lender acknowledge and agree that this Agreement shall not constitute nor create a joint venture or partnership arrangement between or among Lender and any of the Borrower or Guarantor.

(J) If Borrower, Guarantor or New Guarantor fail to pay any sum or to perform any covenant, agreement or obligation owed to Lender under any of the Loans Documents, as modified by this Agreement, Borrower agrees to provide any additional collateral ("**Additional Security**") to Lender, as may be requested by Lender, to secure Borrower's existing obligations to Lender and to secure the additional obligations that Lender is agreeing to provide pursuant to this Agreement.

(K) Execution, delivery and filing or recording (with all costs thereof paid by Borrower) of all documents and instruments required to create the required liens on the respective Properties as required by the Loans Documents or to create a security interest in any Additional Collateral.

(L) As more fully set forth in Section 12, Borrower agrees to reimburse all costs and expenses, including without limitation attorneys' fees, incurred by Lender in connection with this Agreement (or the effect of this Agreement on Lender's business and with its investors).

7. **Lender's Actions**. Subject to the full compliance of Borrower, Guarantor, and New Guarantor to each of their respective obligations, as detailed in this Agreement, the Lender will perform the following obligations:

(A) Lender has increased the Loan amount applicable to certain of the Properties referenced in Exhibit A up to 120% of the loan-to-value ("**LTV**") ratio of the value of the respective Properties, as determined by Lender. The additional funds advanced to Borrower have been used to pay off the Other Lender and release its security interest in that Property.

(B) In connection with the sale of a Property to an independent third party or new third party financing of any of the Properties referenced in Exhibit A, Lender agrees to work reasonably with Borrower, Guarantor and New Guarantor to provide additional funds to Borrower to pay off the respective Loans of the Other Lender and Lender secured by a lien against the applicable Property so that the respective security interests in the respective Property will be released at the Closing of the sale or new financing of the Property. The additional funds provided by Lender to Borrower in connection with such third party sale or new third party financing of such Properties shall be evidenced by a new loan to Borrower, Guarantor, and New Guarantor, jointly and severally, in an amount up to $5.0 Million US Dollars, which loan is to provide for multiple advances, earn 18% interest, with monthly principal and interest payments (calculated pursuant to a formula consisting of all outstanding interest and 3% of outstanding principal), and all unpaid interest and outstanding principal shall be all due and payable on or before February 1, 2016 (the "**Additional Funds Loan**"). The Additional Funds Loan will include a Default Interest Rate of 29%. Upon the sale or refinance of the Property securing the Additional Loan (pursuant to Section 7 (D), the outstanding principal balance of the Additional Funds Loan shall be paid down so that the outstanding principal balance is reduced to an amount of $4.0 Million US Dollars or less and the promissory note evidencing the Additional Funds Loan shall be modified to reduce the maximum outstanding principal to $4.0 Million US Dollars.

The promissory note to evidence the Additional Funds Loan shall be in commercially reasonable form for a lender loaning a similar aggregate amount of money on a partially unsecured basis to a borrower as Lender is loaning in the aggregate to Borrower, Guarantor, and New Guarantor. Full Payment of the Additional Funds Loan shall be secured by a lien against the inventory and assets of the New Guarantor, which shall be evidenced by a security agreement and financing statement in commercially reasonable form to secure a lender loaning a similar aggregate amount of money to a borrower as Lender is loaning in the aggregate to Borrower pursuant to the Additional Funds Loan. If Borrower, Guarantor ,or New Guarantor fail to pay any sum or to perform any covenant, agreements or obligation owed to Lender under the Additional Funds Loan, this Agreement, or any of the Loans Documents, as modified by this Agreement, Borrower and Guarantor agree to work with Lender to provide any additional collateral available ("**Additional Funds Collateral**") to Lender, as may be requested by Lender, to secure the obligations pursuant to the Additional Funds Loan for the benefit of Lender.

(C) Lender will defer (but not waive) the collection of interest from the Borrower on the Loans to the Borrower during the process to fund the amount due to the Other Lenders; and all deferred interest on the Notes from Borrower shall be paid to Lender on or before the payoff of the respective Note.

(D) Lender has provided a new loan to Borrower and Guarantor, jointly and severally, in the amount up to $1 Million US Dollars, which loan is to provide for multiple advances, and currently accrues 3% annual interest (which interest shall be calculated based upon, and periodically adjusted as necessary, to equal the interest costs to Denny Chittick on his line of credit from Bank of America plus ½%) with monthly principal and interest payments (calculated pursuant to a formula consisting of all outstanding interest and 3% of outstanding principal balance), all unpaid interest and outstanding principal shall be all due and payable on or before February 1, 2016, and such loan shall be secured by a first lien position against certain real property in Scottsdale, AZ (the "**Additional Loan**"). The Additional Loan will include a Default Interest Rate of 29%. The promissory note to evidence the Additional Funds Loan shall be in commercially reasonable form for a lender loaning a similar aggregate amount of money on a partially unsecured basis to a borrower as Lender is loaning in the aggregate to Borrower and Guarantor. Upon the sale or refinancing of such Property, Borrower and Guarantor will arrange for the Additional Loan to be secured by a lien against certain real property or properties, with the properties and the lien position to be approved by Lender, in its sole discretion, and the obligation is to be personally guaranteed by New Guarantor. Further, upon the sale or refinance of such Property, Borrower, Guarantor and Lender shall modify the Additional Funds Loan to reduce the maximum outstanding balance to $4.0 Million US Dollars.

(E) Provided that Borrower, Guarantor and New Guarantor each complies with all of its respective obligations under this Agreement, Lender will waive the right to charge the Default Interest rate which is permitted pursuant to the terms of the Loans Documents. If any of Borrower, Guarantor or New Guarantor fails to comply with its respective obligations under this Agreement, Borrower shall then be liable for Default Interest at the Default Interest rate set forth in the Loan Documents on all outstanding Notes.

(F) Upon the complete and full satisfaction by Borrower, Guarantor and New Guarantor (the "**Borrower Entities**") of each and every obligation, term, condition and

requirement of the Borrower Entities set forth in and pursuant to this Agreement, the Loans Documents and/or any other document executed in connection with this Agreement and/or the Loans Documents, Lender, Borrower, Guarantor and New Guarantor agree to and will execute a mutual release and covenant not to sue (or pursue) the Borrower and/or Guarantor in any legal action based upon the facts set forth in the Recitals to this Agreement.

8. **Grace and Cure Periods**. If Borrower, Guarantor or New Guarantor fail to comply with any non-monetary obligation undertaken by it through this Agreement or any of the Loans Documents, or any of the documents executed in connection with this Agreement (collectively, the "**Forbearance Documents**"), the Borrower Entities shall be in default of this Agreement if none of the Borrower Entities fails to satisfy the non-monetary obligation within ten (10) business days of receiving email or telephonic notice from Lender. No such notice shall be required if any of the Borrower Entities fail to comply with any monetary obligation in favor of Lender under the Forbearance Documents. Except for the non-monetary notice required above, all other notice provisions of the Forbearance Documents requiring any other notice to Borrower or Borrower Entities or any other person as a condition precedent to the existence of any breach, default or event of default or to any acceleration or other remedial action by Lender, permitting or granting any grace period after the giving or receipt of any notice for the cure of any breach, default or event of default under the Forbearance Documents prior to acceleration or other remedial action by Lender are hereby deleted, and all Forbearance Documents are hereby modified accordingly.

9. **No Knowledge of Claims and Defenses against Lender**. As a material part of the consideration for Lender's execution of this Agreement, Borrower, Guarantor and New Guarantor each hereby represent and warrant to Lender and its officers, directors, shareholders and its affiliates that neither the Borrower nor Guarantor are aware of any liabilities, obligations, actions, claims, causes of action, suits, proceedings, damages, demands, costs and expenses whatsoever that would give rise to, or be the basis for, or to create an obligation owed by Lender to Borrower or Guarantor (except as set forth in this Agreement) (collectively, "**Potential Claims**") or any action, failure to act, facts or circumstances that could give rise to or be the basis for or to create a Potential Claim, including but not limited to any of the foregoing relating to the making, administration or enforcement of the Loans. Without limiting the foregoing, Borrower and Guarantor hereby unconditionally and irrevocably waive any and all defenses and claims existing or arising (or based on facts or circumstances actually or allegedly existing or arising) prior to or on the date of this Agreement which might otherwise limit their unconditional joint and several liability for all sums due under the Loans as set forth in this Agreement.

10. **Further Documents**. Borrower, Guarantor, and New Guarantor each hereby agree to execute any and all further documents and instruments required by Lender and to do all other acts and things necessary to give effect to the terms and provisions of this Agreement and/or to create and perfect all liens and security interests granted to Lender under the Loans Documents or required under this Agreement.

11. **Authorization of Agreement**. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or partnership action of Borrower, Guarantor (as applicable) and New Guarantor, and the individuals executing this Agreement on behalf of

Borrower, Guarantor and/or New Guarantor have been duly authorized and empowered to bind Borrower, Guarantor and/or New Guarantor by such execution.

12. **Costs and Expenses**. Borrower hereby agrees to pay on demand any and all fees, costs and expenses, including but not limited to attorneys' fees, incurred by Lender in connection with: (A) the negotiation, preparation, filing and/or recording of this Agreement and all other documents and instruments required to give effect to this Agreement and/or to create and perfect the liens, security interests, assignments and/or pledges contemplated hereunder or under the Loans Documents and such disclosure to Lender's investors as necessary to provide an updated disclosure concerning Borrower's Default and the terms of this Forbearance Agreement; provided, however, the legal fees incurred in connection with this subsection A to prepare and implement this Agreement and the necessary initial updated disclosure to Lender's investors in connection with Borrower's Default and the terms of this Forbearance Agreement shall be limited by a total and cumulative cap of $80,000; (B) the issuance to Lender of any and all title reports, amendments and title insurance; (C) any investigation fees and/or other fees and costs incurred by Lender in connection with this Agreement and/or the Loans Documents (or the effect of this Agreement on Lender's business and with its investors); (D) the default of Borrower in connection with the Loans Documents, or the existing and/or any future lien disputes with any of the Other Lenders or any other similarly situated lenders; and/or (E) the collection of the Loans and/or the enforcement of this Agreement and/or the Loans Documents and/or any other document executed in connection with this Agreement and/or the Loans Documents. The Parties acknowledge that the cumulative cap of $80,000 is only applicable to legal fees, incurred pursuant to subsection A above. Guarantor and New Guarantor shall each be liable for all of their respective foregoing costs and expenses pursuant to their respective guarantees. Lender shall have no liability whatsoever for any of the foregoing.

13. **Time of the Essence**. Time is of the essence of all agreements and obligations contained herein.

14. **Construction of Agreement**. If any provision of this Agreement conflicts with any provision of any Loans Documents, the applicable provision of this Agreement shall control.

As used herein, words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

The titles and captions in this Agreement are used for convenience of reference only and do not define, limit or control the scope, intent or effect of any provisions of this Agreement.

No inference in favor of, or against, any Party shall be drawn from the fact that such Party has drafted all or any portion of this Agreement, any other document required hereunder or in connection with any Loans Documents.

All parties were advised to and were given the opportunity to consult with independent counsel before executing this Agreement and the Forbearance Documents.

15. **Ratification and Agreements by Guarantor**. Guarantor hereby acknowledges and consents to the terms of this Agreement, agrees to be bound by all terms and provisions

hereof and of any and all documents and instruments executed by Borrower in connection with and/or as contemplated in this Agreement; acknowledges and confirms that Guarantor is and shall remain liable for all indebtedness and obligations now or hereafter owed by Borrower to Lender in connection with the Loans (pursuant to this Agreement and the Loans Documents or otherwise); agrees that Guarantor's said liability shall not be released, reduced or otherwise affected by the execution of this Agreement, by any changes in the effect of the Loans Documents under the terms of this Agreement, by Lender's receipt of any additional collateral for the Loans, by the consummation of any transactions relating hereto, or by any other existing fact or circumstance; ratifies the Guaranty as security for the Loans; and confirms that the Guaranty remains in full force and effect.

16. **Entire Agreement; No Oral Agreements Concerning Loans**. The Recitals set forth at the beginning of this Agreement are incorporated into this Agreement as a material part of this Agreement. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof, which agreement shall not be varied by any alleged or actual oral statements or parol evidence whatsoever. Lender has not promised or agreed in any manner to extend the maturity of the Loans, to restructure the Loans or any security therefor, to modify any terms of the Loans Documents or the effect thereof, to forbear in the commencement, exercise or pursuit of any right or remedy Lender has under the Loans Documents or applicable law, to release or adversely affect any lien or security interest previously or concurrently granted in favor of Lender, or to forego the benefit of any term, provision or condition of the Loans Documents, except as may be otherwise specifically provided in this Agreement and subject in all instances to strict compliance by Borrower, Guarantor and New Guarantor with all terms and conditions of this Agreement. Except as specifically provided in this Agreement (and so long as each of the Borrower Entities are in compliance with the terms of this Agreement), Lender has not agreed or become obligated, whether by negotiating or executing this Agreement or otherwise, to make any new Loans or to extend any new credit to Borrower, Guarantor or New Guarantor under any circumstances.

17. **Ratification of Workout**. The Parties acknowledge and agree that the terms and conditions of this Agreement are part of but not the entire body of a mutual workout arrangement between the parties for a resolution of a dispute regarding the Loans. Borrower, Guarantor and New Guarantor each hereby ratify, consent to, and agree to all of Lender's actions, from November 27, 2013, to the date first stated above, regarding and/or related to the claims of the Other Lenders alleging that the encumbrances for their loans were in first priority for the subject Properties; with the actions of the Lender including, without limitation, Lender lending Borrower an additional amount of approximately $5,000,000, in the aggregate, with said funds being used towards satisfaction of certain loans from the Other Lenders. Borrower, Guarantor and New Guarantor each ratify and agree that the Lender's loans for said Properties have increased by the amounts that Lender paid toward satisfaction of the respective Other Lenders' loans for the subject Properties and Lender's Loans will continue to increase by the amount that Lender will advance to Borrower (or pay toward) for the satisfaction of the respective Other Lenders' Loans or in connection with Lender's rights or obligations pursuant to the Loans Documents as modified by this Agreement.

18. **Confidentiality**. In connection with or based upon the facts underlying this Agreement, the Parties agree not to assist, suggest, notify, or recommend that third parties

investigate or pursue any requests for information, claims, or litigation relating to any of the Parties, their officers, directors, shareholders, owners, employees, consultants, attorneys, agents, successors, affiliates, subsidiaries, parents, heirs, representatives, and assigns. Each Party shall refrain from making any disparaging or negative statements or comments about the other Parties to any third parties, including any derogatory statements or criticism. Except as set forth below, the Parties further agree that: (i) the material terms of the Agreement and the material facts underlying the Agreement are intended to remain confidential; and (ii) they agree not to disclose, or cause others to disclose, to anyone the material terms stated in this Agreement or the material facts underlying this Agreement; provided, however, these disclosure limitations set forth in (i) and (ii) above are subject to the following exceptions: a) except as such facts are set forth in the applicable public records, or b) except as may be required to be disclosed to any governmental agency or authority with applicable jurisdiction (after notice to the other Party and an opportunity to object to such required disclosure), or c) except as may be disclosed to such Party's outside professionals, or d) except as may be necessary for Lender to disclose to Lender's current or future investors (which disclosure is intended to be limited as described below). With respect to the limitation on Lender's disclosure to its investors as referenced above, Lender agrees to use its good faith efforts to limit such disclosure as much as legally possible pursuant to the applicable SEC Regulation D disclosure rules, which limitation is intended to have Lender only describe: 1. the multiple Loans secured by the same Properties, which created the Loans Defaults; 2. the work-out plan pursuant to this Agreement in connection with the steps to be taken to resolve the Loans Defaults; 3. the work-out plan shall also include disclosing the previous additional advances that Lender has made and the additional advances that are intended to be made by Lender to Borrower pursuant to this Agreement in connection with increases in the loan amount of certain specific Loans (up to 120% of the LTV of the applicable Property being used as security for that Loan), the additional advances pursuant to both the Additional Loan and the Additional Funds Loan; and 4. the cumulative effect that all of such additional advances to Borrower will have on Lender's business plan that Lender has previously disclosed to its investors in Lender's private offering documents and which Lender committed to follow, including the overall LTV loan ratios for all of Lender's outstanding loans to its borrowers in the aggregate and the concentration of all of Lender's outstanding loans among all of its borrowers. Further, Lender will use its good faith efforts not to include the names of Borrower, Guarantor, or New Guarantor in Lender's disclosure material. Lender will also provide Borrower with a copy of the applicable disclosure prior to dissemination to Lender's investors and allow Borrower to have 48 hours to review and comment upon such disclosure.

19. **Counterparts**. This Agreement may be executed in several counterparts, each of which counterpart shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

20. **Notices**. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, or (c) by email addressed as follows (or at such other address and person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Paragraph):

Arizona Home Foreclosures, LLC
7320 West Bell Road
Glendale, AZ 85308
Attention: Scott Menaged
Email: smena98754@aol.com

Easy Investments, LLC
7320 West Bell Road
Glendale, AZ 85308
Attention: Scott Menaged
Email: smena98754@aol.com

Yomotov, "Scott" Menaged
7320 west Bell Road
Glendale, AZ 85308
Email: smena98754@aol.com

Furniture King, LLC
303 North Central Avenue, Suite 603
Phoenix, AZ 85012
Attention: Scott Menaged
Email: smena98754@aol.com

DenSco Investment Corporation
6132 West Victoria Place
Chandler, AZ 85226
Attention: Denny Chittick
Email: dcmoney@yahoo.com

21. **Choice of Law**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

22. **Severability**. If any provision of this Agreement is found to be void, invalid or unenforceable by a court of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the other of this Agreement, and they shall remain in full force and effect.

23. **Event of Default**. The failure to pay any amount due under this Note when due, or any occurrence of a failure to cure any non-monetary default under any of the Forbearance Documents or any other Loan Documents after the appropriate notice required in Section 8 of this Agreement, shall be deemed to be an event of default ("Event of Default") hereunder.

24. **Remedies**. Upon the occurrence of an Event of Default and at any time thereafter, then at the option of the Lender, and with notice only as specifically required in this Agreement, the entire balance of principal together with all accrued interest thereon, and all other amounts payable by the Borrower Entities under the Forbearance Documents shall, without demand or notice, immediately become due and payable. Upon the occurrence of an Event of Default (and so long as such Event of Default shall continue), the entire balance of principal hereof, together with all accrued interest thereon, all other amounts due under the Forbearance Documents, and any judgment for such principal, interest, and other amounts shall bear interest at the Default Interest Rate, as provided in the Additional Funds Loan. No delay or omission on the part of the Lender hereof in exercising any right under any of the Forbearance Documents hereof shall operate as a waiver of such right

25. **Waiver**. The Borrower Entities hereby waive diligence, demand for payment, presentment for payment, protest, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, notice of dishonor, and notice of nonpayment, and all other notices or demands of any kind (except notices specifically provided for in the Forbearance Documents) and expressly agree that, without in any way affecting the liability of any of the

Borrower Entities, the Lender hereof may extend any maturity date or the time for payment of any payment due under any of the Forbearance Agreements, otherwise modify the Forbearance Documents, accept additional security, release any person liable, and release any security. The Borrower Entities waive, to the full extent permitted by law, the right to plead any and all statutes of limitations as a defense.

27. **Integration**. This Agreement contains the complete understanding and agreement of the Borrower Entities and Lender and supersedes all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

28. **Binding Effect**. This Agreement will be binding upon, and inure to the benefit of, the Lender, the Borrower Entities, and their respective successors and assigns. Borrowers may not delegate their obligations under the Forbearance Documents.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the date first above written.

Borrower:

ARIZONA HOME FORECLOSURES, LLC

By:_____
Yomtov "Scott" Menaged
Its: Member

EASY INVESTMENTS, LLC

By:_____
Yomtov "Scott" Menaged
Its: Member

Guarantor:

_____
Yomtov "Scott" Menaged

New Guarantor:

FURNITURE KING, LLC

By:_____
Yomotov "Scott" Menaged
Its: Manager

Lender:

DENSCO INVESTMENT CORPORATION

By:_____
Denny Chittick
Its: President

{Signature Page of Forbearance Agreement}

EXHIBIT A

LENDER LOANS AND ENCUMBERED PROPERTIES

#	Note Holder	Property Address	City, Zip	Amount of Loan	Est. Value	LTV	Date	Note Due	Int Due	Int per Day	Days	Int Amount	Total Owed
1192	Easy Investments, LLC	8122 N 32nd Ave,	Phx, 85051	$ 185,000.00	$ 135,000.00	62.96%	3/17/2008	9/17/2008	12/17/2013	$ 42.50	150	$ 6,375.00	$ 91,375.00
2120	Easy Investments, LLC	822 E Orange Ave	Ftn Hills, 85268	$ 115,000.00	$ 125,000.00	92.00%	9/21/2010	3/21/2011	12/21/2013	$ 57.50	146	$ 8,395.00	$ 123,395.00
2509	Easy Investments, LLC	196 Leisure World	Mesa, 85206	$ 117,000.00	$ 125,000.00	93.60%	5/11/2011	11/11/2011	12/11/2013	$ 58.50	156	$ 9,126.00	$ 126,126.00
3364	Easy Investments, LLC	14894 N 97th Place	Scottsdale, 85260	$ 344,702.12	$ 375,000.00	91.92%	5/9/2012	11/9/2012	12/9/2013	$ 172.35	159	$ 27,403.82	$ 372,105.94
3610	Easy Investments, LLC	20802 N Grayhawk Dr #1076	Scottsdale, 85255	$ 366,474.60	$ 375,000.00	97.73%	8/20/2012	2/20/2013	12/20/2013	$ 183.24	148	$ 27,119.12	$ 393,593.72
3736	Michelle Menaged	9103 E Charter Oak Dr	Scottsdale, 85260	$ 400,000.00	$ 650,000.00	61.54%	10/12/2012	4/12/2013	12/12/2013	$ 200.00	156	$ 31,200.00	$ 431,200.00
3817	Easy Investments, LLC	7513 N 47th Drive	Glendale, 85301	$ 20,000.00	$ 50,000.00	40.00%	11/6/2012	5/6/2013	12/6/2013	$ 10.00	162	$ 1,620.00	$ 21,620.00
3828	Easy Investments, LLC	1605 W Winter Dr	Phx, 85021	$ 477,352.68	$ 550,000.00	86.79%	11/13/2012	5/13/2013	12/13/2013	$ 238.68	155	$ 36,994.83	$ 514,347.51
3829	Easy Investments, LLC	702 W Wilshire Dr	Phx, 85007	$ 204,276.99	$ 265,000.00	77.09%	11/13/2012	5/13/2013	12/13/2013	$ 102.14	155	$ 15,831.47	$ 220,108.46
3882	Easy Investments, LLC	10721 W Laurelwood Ln	Avondale, 85323	$ 164,920.40	$ 190,000.00	86.80%	12/13/2012	6/13/2013	12/13/2013	$ 82.46	155	$ 12,781.33	$ 177,701.73
3883	Easy Investments, LLC	9555 E Raintree Dr., #1004	Scottsdale, 85260	$ 152,000.00	$ 160,000.00	95.00%	12/13/2012	6/13/2013	12/13/2013	$ 76.00	155	$ 11,780.00	$ 163,780.00
3885	Easy Investments, LLC	9555 E Raintree Dr #1020	Scottsdale, 85260	$ 152,000.00	$ 160,000.00	95.00%	12/13/2012	6/13/2013	12/13/2013	$ 76.00	155	$ 11,780.00	$ 163,780.00
3913	Easy Investments, LLC	1892 E Ellis Dr	Tempe, 85282	$ 210,971.79	$ 235,000.00	89.78%	12/28/2012	6/28/2013	12/28/2013	$ 105.49	140	$ 14,768.03	$ 225,739.82
3914	Easy Investments, LLC	3740 E Sexton St	Gilbert, 85297	$ 194,051.84	$ 265,000.00	73.23%	12/28/2012	6/28/2013	12/28/2013	$ 97.03	140	$ 13,583.63	$ 207,635.47
3926	Easy Investments, LLC	320 S 70th Street #9	Mesa, 85208	$ 155,000.00	$ 165,000.00	93.94%	1/3/2013	7/3/2013	12/3/2013	$ 77.50	165	$ 12,787.50	$ 167,787.50
3927	Easy Investments, LLC	7204 W Warner St	Phx, 85043	$ 160,000.00	$ 170,000.00	94.12%	1/3/2013	7/3/2013	12/3/2013	$ 80.00	165	$ 13,200.00	$ 173,200.00
3933	Easy Investments, LLC	9451 E Becker Ln #B1057	Scottsdale, 85260	$ 136,196.70	$ 160,000.00	85.12%	1/4/2013	7/4/2013	12/4/2013	$ 68.10	164	$ 11,168.13	$ 147,364.83
3957	Easy Investments, LLC	1500 N Markdale #1	Mesa, 85201	$ 190,000.00	$ 205,000.00	92.68%	1/16/2013	7/16/2013	12/16/2013	$ 95.00	152	$ 14,440.00	$ 204,440.00
3959	Easy Investments, LLC	5420 W Sunnyside Dr	Glendale, 85304	$ 130,000.00	$ 140,000.00	92.86%	1/16/2013	7/16/2013	12/16/2013	$ 65.00	152	$ 9,880.00	$ 139,880.00
3975	Easy Investments, LLC	1080 E Redwood Dr	Chandler, 85286	$ 170,000.00	$ 210,000.00	80.95%	1/24/2013	7/24/2013	12/24/2013	$ 85.00	144	$ 12,240.00	$ 182,240.00
3976	Easy Investments, LLC	2402 E Yucca St	Phx, 85028	$ 292,084.39	$ 325,000.00	89.87%	1/24/2013	7/24/2013	12/24/2013	$ 146.04	144	$ 21,030.08	$ 313,114.47
3977	Easy Investments, LLC	7771 W Marlette Ave	Glendale, 85303	$ 166,867.99	$ 198,000.00	84.28%	1/24/2013	7/24/2013	12/24/2013	$ 83.43	144	$ 12,014.50	$ 178,882.49
3987	Easy Investments, LLC	18356 W Mission Ln	Waddell, 85355	$ 190,000.00	$ 220,000.00	86.36%	1/28/2013	7/28/2013	12/28/2013	$ 95.00	140	$ 13,300.00	$ 203,300.00
3994	Easy Investments, LLC	9016 S 41st Lane	Laveen, 85339	$ 229,213.96	$ 265,000.00	86.50%	1/30/2013	7/30/2013	12/30/2013	$ 114.61	138	$ 15,815.76	$ 245,029.72
3997	Easy Investments, LLC	311 N Kenneth Pl	Chandler, 85226	$ 289,274.40	$ 340,000.00	85.08%	1/31/2013	7/31/2013	12/30/2013	$ 144.64	138	$ 19,959.93	$ 309,234.33
3998	Easy Investments, LLC	2367 E Balsam Dr	Chandler, 85286	$ 343,078.80	$ 355,000.00	96.64%	1/31/2013	7/31/2013	12/30/2013	$ 171.54	138	$ 23,672.44	$ 366,751.24
3999	Easy Investments, LLC	26733 N 53rd Lane	Phx, 85083	$ 130,340.24	$ 165,000.00	78.99%	1/31/2013	7/31/2013	12/30/2013	$ 65.17	138	$ 8,993.48	$ 139,333.72
4003	Easy Investments, LLC	4529 E Sharon Dr	Phx, 85032	$ 195,997.87	$ 240,000.00	81.67%	2/1/2013	8/1/2013	12/1/2013	$ 98.00	167	$ 16,365.82	$ 212,363.69
4004	Easy Investments, LLC	7575 E Indian Bend Rd #2123	Scottsdale, 85250	$ 160,000.00	$ 175,000.00	91.43%	2/1/2013	8/1/2013	12/1/2013	$ 80.00	167	$ 13,360.00	$ 173,360.00
4020	Easy Investments, LLC	12802 W Willow Ave	El Mirage, 85335	$ 110,000.00	$ 120,000.00	91.67%	2/7/2013	8/7/2013	12/7/2013	$ 55.00	161	$ 8,855.00	$ 118,855.00
4027	Easy Investments, LLC	11106 W Dana Lane	Avondale, 85323	$ 175,000.00	$ 195,000.00	89.74%	2/11/2013	8/11/2013	12/11/2013	$ 87.50	157	$ 13,737.50	$ 188,737.50
4032	Easy Investments, LLC	10510 E Sunnyside Dr	Scottsdale, 85259	$ 2,515,167.89	$ 3,200,000.00	78.60%	2/14/2013	8/14/2013	12/14/2013	$ 257.58	154	$ 193,667.93	$ 2,708,835.82
4033	Easy Investments, LLC	10401 N 52nd Street #10	PV, AZ 85253	$ 100,000.00	$ 120,000.00	83.33%	2/14/2013	8/14/2013	12/14/2013	$ 50.00	154	$ 7,700.00	$ 107,700.00
4034	Easy Investments, LLC	11571 W Hopi St	Avondale, 85323	$ 148,280.94	$ 170,000.00	87.22%	2/14/2013	8/14/2013	12/14/2013	$ 74.14	154	$ 11,417.63	$ 159,698.57
4035	Easy Investments, LLC	23949 W Hadley St	Buckeye, 85326	$ 130,000.00	$ 150,000.00	86.67%	2/14/2013	8/14/2013	12/14/2013	$ 65.00	154	$ 10,010.00	$ 140,010.00
4038	Easy Investments, LLC	3150 E Beardsley Rd #1076	Phx, 85050	$ 135,000.00	$ 145,000.00	93.10%	2/15/2013	8/15/2013	12/15/2013	$ 67.50	153	$ 10,327.50	$ 145,327.50
4061	Easy Investments, LLC	22261 W Moonlight Path	Buckeye, 85326	$ 80,000.00	$ 125,000.00	64.00%	2/27/2013	8/27/2013	12/27/2013	$ 40.00	141	$ 5,640.00	$ 85,640.00
4069	Easy Investments, LLC	3333 W Apollo Rd	Phx, 85041	$ 140,000.00	$ 150,000.00	93.33%	2/28/2013	8/28/2013	12/28/2013	$ 70.00	140	$ 9,800.00	$ 149,800.00
4077	Easy Investments, LLC	5357 S Ranger Trail	Gilbert, 85298	$ 313,002.32	$ 340,000.00	92.06%	3/1/2013	9/1/2013	12/1/2013	$ 156.50	167	$ 26,135.69	$ 339,138.01
4093	Easy Investments, LLC	2360 E Carmel Ave	Mesa, 85204	$ 124,012.14	$ 155,000.00	80.01%	3/5/2013	9/5/2013	12/5/2013	$ 62.01	163	$ 10,106.99	$ 134,119.13
4109	Easy Investments, LLC	12827 W Desert Mirage Dr	Peoria, 85383	$ 198,254.24	$ 210,000.00	94.41%	3/8/2013	9/8/2013	12/8/2013	$ 99.13	160	$ 15,860.34	$ 214,114.58
4116	Easy Investments, LLC	6332 W Sonora St	Phx, 85043	$ 100,000.00	$ 115,000.00	86.96%	3/11/2013	9/11/2013	12/11/2013	$ 50.00	157	$ 7,850.00	$ 107,850.00
4118	Easy Investments, LLC	2048 E Marilyn Ave	Mesa, 85204	$ 184,446.84	$ 215,000.00	85.79%	3/12/2013	9/12/2013	12/12/2013	$ 92.22	156	$ 14,386.85	$ 198,833.69
4122	Easy Investments, LLC	1431 E Bridgeport Pkwy	Gilbert, 85295	$ 263,511.13	$ 310,000.00	85.00%	3/14/2013	9/14/2013	12/14/2013	$ 131.76	154	$ 20,290.36	$ 283,801.49
4129	Easy Investments, LLC	2210 W Marco Polo Rd	Phx, 85027	$ 155,181.92	$ 175,000.00	88.68%	3/18/2013	9/18/2013	12/18/2013	$ 77.59	150	$ 11,638.64	$ 166,820.56
4130	Easy Investments, LLC	18650 N 91st Ave #3301	Peoria, 85382	$ 161,589.22	$ 200,000.00	80.79%	3/18/2013	9/18/2013	12/18/2013	$ 80.79	150	$ 12,119.19	$ 173,708.41
4136	Easy Investments, LLC	14556 N 154th Lane	Surprise, 85379	$ 160,000.00	$ 170,000.00	94.12%	3/19/2013	9/19/2013	12/19/2013	$ 80.00	149	$ 11,920.00	$ 171,920.00
4146	Easy Investments, LLC	4627 E Red Range Way	Cave Creek, 85331	$ 336,417.80	$ 363,000.00	92.68%	3/21/2013	9/21/2013	12/21/2013	$ 168.21	147	$ 24,726.71	$ 361,144.51
4152	Easy Investments, LLC	18131 W Ruth Ave	Waddell, 85355	$ 270,000.00	$ 285,000.00	94.74%	3/25/2013	9/25/2013	12/25/2013	$ 135.00	143	$ 19,305.00	$ 289,305.00
4180	Easy Investments, LLC	7089 E Andrew Ln	Peoria, 85383	$ 213,668.91	$ 250,000.00	85.47%	4/3/2013	10/3/2013	12/3/2013	$ 106.83	165	$ 17,627.69	$ 231,296.60
4185	Easy Investments, LLC	3826 E Palmer St	Gilbert, 85298	$ 210,000.00	$ 220,000.00	95.45%	4/5/2013	10/5/2013	12/5/2013	$ 105.00	163	$ 17,115.00	$ 227,115.00
4227	Easy Investments, LLC	15677 W Ripple Cir	Goodyear, 85395	$ 110,000.00	$ 125,000.00	88.00%	4/19/2013	10/19/2013	12/19/2013	$ 55.00	149	$ 8,195.00	$ 118,195.00
4228	Easy Investments, LLC	7389 W Tierra Buena Ln	Peoria, 85382	$ 150,000.00	$ 160,000.00	93.75%	4/19/2013	10/19/2013	12/19/2013	$ 75.00	149	$ 11,175.00	$ 161,175.00
4229	Easy Investments, LLC	436 N 159th Ave	Goodyear, 85395	$ 203,377.73	$ 225,000.00	90.39%	4/19/2013	10/19/2013	12/19/2013	$ 101.69	149	$ 15,151.64	$ 218,529.37
4241	Easy Investments, LLC	16832 W Toronto Way	Goodyear, 85395	$ 177,861.35	$ 185,000.00	96.14%	4/23/2013	10/23/2013	12/23/2013	$ 88.93	145	$ 12,894.95	$ 190,756.30
4253	Easy Investments, LLC	4303 E Cactus Rd., #201	Phx, 85032	$ 142,968.30	$ 165,000.00	86.65%	4/29/2013	10/29/2013	12/29/2013	$ 71.48	139	$ 9,936.30	$ 152,904.60
4280	Easy Investments, LLC	23922 W Desert Bloom St	Buckeye, 85326	$ 120,000.00	$ 145,000.00	82.76%	5/6/2013	11/6/2013	12/6/2013	$ 60.00	162	$ 9,720.00	$ 129,720.00
4289	Easy Investments, LLC	7703 W Lamar Rd	Glendale, 85303	$ 146,225.35	$ 156,000.00	93.73%	5/13/2013	11/13/2013	12/13/2013	$ 73.11	155	$ 11,332.46	$ 157,557.81
4307	Easy Investments, LLC	2681 S Palm St	Gilbert, 85295	$ 330,000.00	$ 350,000.00	94.29%	5/21/2013	11/21/2013	12/21/2013	$ 165.00	147	$ 24,255.00	$ 354,255.00

4308	Easy Investments, LLC	711 E Potter Dr	Phx, 85024	$ 180,000.00	$ 190,000.00	94.74%	5/21/2013	11/21/2013	12/21/2013	$ 90.00	147	$ 13,230.00	$	193,230.00
4313	Easy Investments, LLC	19296 W Adams St	Buckeye, 85326	$ 150,000.00	$ 160,000.00	93.75%	5/23/2013	11/23/2013	12/23/2013	$ 75.00	145	$ 10,875.00	$	160,875.00
4322	Easy Investments, LLC	3354 W Monona Dr	Phx, 85027	$ 93,406.82	$ 125,000.00	74.73%	5/29/2013	11/29/2013	12/29/2013	$ 46.70	139	$ 6,491.77	$	99,898.59
4338	Easy Investments, LLC	2945 E Dunbar Dr	Phx, 85042	$ 100,000.00	$ 120,000.00	83.33%	6/5/2013	12/5/2013	12/5/2013	$ 50.00	163	$ 8,150.00	$	108,150.00
4342	Easy Investments, LLC	11744 W Hadley St	Avondale, 85323	$ 140,000.00	$ 160,000.00	87.50%	6/6/2013	12/6/2013	12/6/2013	$ 70.00	162	$ 11,340.00	$	151,340.00
4343	Easy Investments, LLC	23827 W Gibson Ln	Buckeye, 85326	$ 150,000.00	$ 170,000.00	88.24%	6/6/2013	12/6/2013	12/6/2013	$ 75.00	162	$ 12,150.00	$	162,150.00
4352	Easy Investments, LLC	3154 W Foothills Dr	Phx, 85027	$ 138,019.19	$ 155,000.00	89.04%	6/10/2013	12/10/2013	12/10/2013	$ 69.01	158	$ 10,903.52	$	148,922.71
4361	Easy Investments, LLC	614 W Aire Libre	Phx, 85023	$ 180,000.00	$ 210,000.00	85.71%	6/12/2013	12/12/2013	12/12/2013	$ 90.00	156	$ 14,040.00	$	194,040.00
4381	Easy Investments, LLC	3237 W Pleasant Ln	Phx, 85041	$ 160,000.00	$ 225,000.00	71.11%	6/21/2013	12/21/2013	12/21/2013	$ 80.00	147	$ 11,760.00	$	171,760.00
4383	Easy Investments, LLC	9423 W McRae Way	Peoria, 85382	$ 100,000.00	$ 135,000.00	74.07%	6/21/2013	12/21/2013	12/21/2013	$ 50.00	147	$ 7,350.00	$	107,350.00
4384	Easy Investments, LLC	23819 W Hidalgo Ave	Buckeye, 85326	$ 145,000.00	$ 160,000.00	90.63%	6/21/2013	12/21/2013	12/21/2013	$ 72.50	147	$ 10,657.50	$	155,657.50
4386	Easy Investments, LLC	2182 E Arabian Dr	Gilbert, 85296	$ 170,000.00	$ 200,000.00	85.00%	6/24/2013	12/24/2013	12/24/2013	$ 85.00	144	$ 12,240.00	$	182,240.00
4393	Easy Investments, LLC	25209 S Saddletree Dr	Sun Lakes, 85248	$ 100,000.00	$ 140,000.00	71.43%	6/26/2013	12/26/2013	12/26/2013	$ 50.00	142	$ 7,100.00	$	107,100.00
4395	Easy Investments, LLC	3002 N 70th St #144	Scottsdale, 85251	$ 69,741.00	$ 85,000.00	82.05%	6/26/2013	12/26/2013	12/26/2013	$ 34.87	142	$ 4,951.61	$	74,692.61
4397	Easy Investments, LLC	2968 E Lynx Way	Gilbert, 85298	$ 313,118.62	$ 350,000.00	89.46%	6/27/2013	12/27/2013	12/27/2013	$ 156.56	141	$ 22,074.86	$	335,193.48
4409	Arizona Home Foreclosures, LLC	3326 E Oriole Dr	Gilbert, 85297	$ 185,000.00	$ 215,000.00	86.05%	7/3/2013	1/3/2014	12/3/2013	$ 92.50	165	$ 15,262.50	$	200,262.50
4410	Arizona Home Foreclosures, LLC	9521 E Posada Ave	Mesa, 85212	$ 147,573.65	$ 173,000.00	85.30%	7/3/2013	1/3/2014	12/3/2013	$ 73.79	165	$ 12,174.83	$	159,748.48
4411	Arizona Home Foreclosures, LLC	5335 S Monte Vista St	Chandler, 85249	$ 260,000.00	$ 400,000.00	65.00%	7/5/2013	1/5/2014	12/5/2013	$ 130.00	163	$ 21,190.00	$	281,190.00
4417	Arizona Home Foreclosures, LLC	17540 N Estrella Vista Dr	Surprise, 85374	$ 170,000.00	$ 200,000.00	85.00%	7/9/2013	1/9/2014	12/9/2013	$ 85.00	159	$ 13,515.00	$	183,515.00
4422	Arizona Home Foreclosures, LLC	Arizona Home Foreclosures, LLC	Laveen, 85339	$ 100,000.00	$ 135,000.00	74.07%	7/10/2013	1/10/2014	12/10/2013	$ 50.00	158	$ 7,900.00	$	107,900.00
4430	Arizona Home Foreclosures, LLC	5414 S Heather Dr	Tempe, 85283	$ 190,000.00	$ 225,000.00	84.44%	7/12/2013	1/12/2014	12/12/2013	$ 95.00	156	$ 14,820.00	$	204,820.00
4434	Arizona Home Foreclosures, LLC	2210 S Keene	Mesa, 85209	$ 250,000.00	$ 315,000.00	79.37%	7/15/2013	1/15/2014	12/15/2013	$ 125.00	153	$ 19,125.00	$	269,125.00
4438	Arizona Home Foreclosures, LLC	6346 W Valencia Dr	Laveen, 85339	$ 100,000.00	$ 140,000.00	71.43%	7/17/2013	1/17/2014	12/17/2013	$ 50.00	151	$ 7,550.00	$	107,550.00
4444	Arizona Home Foreclosures, LLC	11979 N 154th Drive	Surprise, 85379	$ 142,621.19	$ 165,000.00	86.44%	7/18/2013	1/18/2014	12/18/2013	$ 71.31	150	$ 10,696.59	$	153,317.78
4454	Arizona Home Foreclosures, LLC	2733 S Ananea	Mesa, 85209	$ 200,000.00	$ 240,000.00	83.33%	7/22/2013	1/22/2014	12/22/2013	$ 100.00	146	$ 14,600.00	$	214,600.00
4459	Arizona Home Foreclosures, LLC	1427 W Windsong Dr	Phx, 85045	$ 250,000.00	$ 340,000.00	73.53%	7/23/2013	1/23/2014	12/23/2013	$ 125.00	145	$ 18,125.00	$	268,125.00
4481	Arizona Home Foreclosures, LLC	13512 W Marshall Ave	Litchfield, 85340	$ 188,756.07	$ 225,000.00	83.89%	7/29/2013	1/29/2014	12/29/2013	$ 94.38	139	$ 13,118.55	$	201,874.62
4482	Arizona Home Foreclosures, LLC	10440 W Hammond Ln	Tolleson, 85353	$ 145,000.00	$ 155,000.00	93.55%	7/29/2013	1/29/2014	12/29/2013	$ 72.50	139	$ 10,077.50	$	155,077.50
4484	Arizona Home Foreclosures, LLC	10020 N 66th Drive	Glendale, 85302	$ 109,000.00	$ 115,000.00	94.78%	7/29/2013	1/29/2014	12/29/2013	$ 54.50	139	$ 7,575.50	$	116,575.50
4495	Arizona Home Foreclosures, LLC	16527 W Post Dr	Surprise, 85388	$ 122,128.76	$ 150,000.00	81.42%	8/1/2013	2/1/2014	12/1/2013	$ 61.06	167	$ 10,197.75	$	132,326.51
4500	Arizona Home Foreclosures, LLC	10025 W Williams St	Tolleson, 85353	$ 90,000.00	$ 135,000.00	66.67%	8/2/2013	2/2/2014	12/2/2013	$ 45.00	166	$ 7,470.00	$	97,470.00
4501	Arizona Home Foreclosures, LLC	2216 W Plata Cir	Mesa, 85202	$ 148,065.50	$ 180,000.00	82.26%	8/2/2013	2/2/2014	12/2/2013	$ 74.03	166	$ 12,289.44	$	160,354.94
4504	Arizona Home Foreclosures, LLC	39817 N Messner Way	Anthe, 85086	$ 215,000.00	$ 230,000.00	93.48%	8/6/2013	2/6/2014	12/6/2013	$ 107.50	162	$ 17,415.00	$	232,415.00
4508	Arizona Home Foreclosures, LLC	11530 W Flores Dr	El Mirage, 85335	$ 90,000.00	$ 135,000.00	66.67%	8/7/2013	2/7/2014	12/7/2013	$ 45.00	161	$ 7,245.00	$	97,245.00
4509	Arizona Home Foreclosures, LLC	1561 E Mia Ln	Gilbert 85298	$ 255,000.00	$ 300,000.00	85.00%	8/7/2013	2/7/2014	12/7/2013	$ 127.50	161	$ 20,527.50	$	275,527.50
4512	Arizona Home Foreclosures, LLC	1502 W Wood Dr	Phx, 85029	$ 155,000.00	$ 180,000.00	86.11%	8/8/2013	2/8/2014	12/8/2013	$ 77.50	160	$ 12,400.00	$	167,400.00
4513	Arizona Home Foreclosures, LLC	16010 N 170th Lane	Surprise, 85388	$ 156,000.00	$ 165,000.00	94.55%	8/8/2013	2/8/2014	12/8/2013	$ 78.00	160	$ 12,480.00	$	168,480.00
4514	Arizona Home Foreclosures, LLC	2895 E Millbrae Ln	Gilbert, 85234	$ 327,000.00	$ 345,000.00	94.78%	8/8/2013	2/8/2014	12/8/2013	$ 163.50	160	$ 26,160.00	$	353,160.00
4519	Arizona Home Foreclosures, LLC	23851 W Wier Ave	Buckeye, 85326	$ 164,348.66	$ 185,000.00	88.84%	8/12/2013	2/12/2014	12/12/2013	$ 82.17	156	$ 12,819.20	$	177,167.86
4523	Arizona Home Foreclosures, LLC	10125 E Lobo Ave	Mesa, 85209	$ 210,000.00	$ 220,000.00	95.45%	8/14/2013	2/14/2014	12/14/2013	$ 105.00	154	$ 16,170.00	$	226,170.00
4530	Arizona Home Foreclosures, LLC	1750 W Potter Dr	Phx, 85027	$ 100,000.00	$ 155,000.00	64.52%	8/19/2013	2/19/2014	12/19/2013	$ 50.00	149	$ 7,450.00	$	107,450.00
4534	Arizona Home Foreclosures, LLC	3043 S Cortland	Mesa, 85212	$ 150,000.00	$ 160,000.00	93.75%	8/21/2013	2/21/2014	12/21/2013	$ 75.00	147	$ 11,025.00	$	161,025.00
4536	Arizona Home Foreclosures, LLC	18915 N Sunsites Dr	Surprise, 85387	$ 195,000.00	$ 205,000.00	95.12%	8/22/2013	2/22/2014	12/22/2013	$ 97.50	146	$ 14,235.00	$	209,235.00
4540	Arizona Home Foreclosures, LLC	839 S Chatsworth	Mesa, 85208	$ 120,000.00	$ 150,000.00	80.00%	8/23/2013	2/23/2014	12/23/2013	$ 60.00	145	$ 8,700.00	$	128,700.00
4541	Arizona Home Foreclosures, LLC	31008 W Columbus Ave	Buckeye, 85326	$ 80,000.00	$ 130,000.00	61.54%	8/23/2013	2/23/2014	12/23/2013	$ 40.00	145	$ 5,800.00	$	85,800.00
4544	Arizona Home Foreclosures, LLC	17016 S 27th Place	Phx, 85048	$ 140,000.00	$ 210,000.00	66.67%	8/26/2013	2/26/2014	12/26/2013	$ 70.00	142	$ 9,940.00	$	149,940.00
4546	Arizona Home Foreclosures, LLC	15550 N Frank Lloyd Wright #1005	Scottsdale, 85260	$ 220,000.00	$ 315,000.00	69.84%	8/27/2013	2/27/2014	12/27/2013	$ 110.00	141	$ 15,510.00	$	235,510.00
4554	Arizona Home Foreclosures, LLC	2027 S 101st Dr	Tolleson, 85353	$ 125,000.00	$ 145,000.00	86.21%	8/30/2013	2/28/2014	12/30/2013	$ 62.50	138	$ 8,625.00	$	133,625.00
4574	Arizona Home Foreclosures, LLC	25863 W St James Ave	Buckeye, 85326	$ 123,500.00	$ 130,000.00	95.00%	9/12/2013	3/12/2014	12/12/2013	$ 61.75	156	$ 9,633.00	$	133,133.00
4578	Arizona Home Foreclosures, LLC	1040 S 220th Lane	Buckeye, 85326	$ 120,000.00	$ 140,000.00	85.71%	9/16/2013	3/16/2014	12/16/2013	$ 60.00	152	$ 9,120.00	$	129,120.00
4579	Arizona Home Foreclosures, LLC	977 S Colonial Dr	Gilbert, 85296	$ 205,000.00	$ 220,000.00	93.18%	9/16/2013	3/16/2014	12/16/2013	$ 102.50	152	$ 15,580.00	$	220,580.00
4604	Arizona Home Foreclosures, LLC	707 E Potter Dr	Phx, 85024	$ 170,000.00	$ 300,000.00	56.67%	9/25/2013	3/25/2014	12/25/2013	$ 85.00	143	$ 12,155.00	$	182,155.00
4611	Arizona Home Foreclosures, LLC	14904 W Port Royale Ln	Surprise, 85379	$ 142,500.00	$ 150,000.00	95.00%	9/27/2013	3/27/2014	12/27/2013	$ 71.25	141	$ 10,046.25	$	152,546.25
4616	Arizona Home Foreclosures, LLC	25234 W Darrell Dr	Buckeye, 85326	$ 150,000.00	$ 175,000.00	85.71%	10/1/2013	4/1/2014	12/1/2013	$ 75.00	167	$ 12,525.00	$	162,525.00
4618	Arizona Home Foreclosures, LLC	15835 N 47th Street	Phx, 85032	$ 220,000.00	$ 335,000.00	65.67%	10/2/2013	4/2/2014	12/2/2013	$ 110.00	166	$ 18,260.00	$	238,260.00
4619	Arizona Home Foreclosures, LLC	3740 W Villa Theresa Dr	Glendale, 85308	$ 90,000.00	$ 150,000.00	60.00%	10/3/2013	4/3/2014	12/3/2013	$ 45.00	165	$ 7,425.00	$	97,425.00
4624	Arizona Home Foreclosures, LLC	15143 E Aspen Dr	Fin Hills, 85268	$ 210,000.00	$ 300,000.00	70.00%	10/4/2013	4/4/2014	12/4/2013	$ 105.00	164	$ 17,220.00	$	227,220.00
4625	Arizona Home Foreclosures, LLC	114 E Valley View Dr	Phx, 85042	$ 120,000.00	$ 189,000.00	63.49%	10/4/2013	4/4/2014	12/4/2013	$ 60.00	164	$ 9,840.00	$	129,840.00
4627	Arizona Home Foreclosures, LLC	10769 W Runion Dr	Sun City, 85373	$ 195,000.00	$ 215,000.00	90.70%	10/7/2013	4/7/2014	12/7/2013	$ 97.50	161	$ 15,697.50	$	210,697.50
4636	Arizona Home Foreclosures, LLC	4705 N Brookview Terrace	Litchfield, 85340	$ 160,000.00	$ 225,000.00	71.11%	10/11/2013	4/11/2014	12/11/2013	$ 80.00	157	$ 12,560.00	$	172,560.00

4637	Arizona Home Foreclosures, LLC	8742 W Pioneer St	Tolleson, 85353	$ 100,000.00	$ 156,000.00	64.10%	10/11/2013	4/11/2014	12/11/2013	$ 50.00	157	$ 7,850.00	$ 107,850.00
4642	Arizona Home Foreclosures, LLC	11954 W Belmont Dr	Avondale, 85323	$ 100,000.00	$ 145,000.00	68.97%	10/15/2013	4/15/2014	12/14/2013	$ 50.00	154	$ 7,700.00	$ 107,700.00
4643	Arizona Home Foreclosures, LLC	842 E Sheffield Ave	Gilbert, 85296	$ 100,000.00	$ 200,000.00	50.00%	10/15/2013	4/15/2014	12/14/2013	$ 50.00	154	$ 7,700.00	$ 107,700.00
4644	Arizona Home Foreclosures, LLC	18146 W Puget Ave	Waddell, 85355	$ 125,000.00	$ 150,000.00	83.33%	10/16/2013	4/16/2014	12/16/2013	$ 62.50	152	$ 9,500.00	$ 134,500.00
4645	Arizona Home Foreclosures, LLC	14869 W Caribbean Ln	Surprise, 85379	$ 125,000.00	$ 145,000.00	86.21%	10/16/2013	4/16/2014	12/16/2013	$ 62.50	152	$ 9,500.00	$ 134,500.00
4652	Arizona Home Foreclosures, LLC	4119 W Valley View Dr	Laveen, 85339	$ 140,000.00	$ 175,000.00	80.00%	10/18/2013	4/18/2014	12/18/2013	$ 70.00	150	$ 10,500.00	$ 150,500.00
4658	Arizona Home Foreclosures, LLC	3830 W Anderson Dr	Glendale, 85308	$ 150,000.00	$ 175,000.00	85.71%	10/22/2013	4/22/2014	12/22/2013	$ 75.00	146	$ 10,950.00	$ 160,950.00
4659	Arizona Home Foreclosures, LLC	4728 W Carson Rd	Laveen, 85339	$ 180,000.00	$ 190,000.00	94.74%	10/22/2013	4/22/2014	12/22/2013	$ 90.00	146	$ 13,140.00	$ 193,140.00
4662	Arizona Home Foreclosures, LLC	3247 W Maldonado Dr	Phx, 85042	$ 165,000.00	$ 180,000.00	91.67%	10/23/2013	4/23/2014	12/23/2013	$ 82.50	145	$ 11,962.50	$ 176,962.50
4663	Arizona Home Foreclosures, LLC	978 N 85th Place	Scottsdale, 85257	$ 270,000.00	$ 285,000.00	94.74%	10/24/2013	4/24/2014	12/24/2013	$ 135.00	144	$ 19,440.00	$ 289,440.00
4665	Arizona Home Foreclosures, LLC	635 S St Paul	Mesa, 85206	$ 180,000.00	$ 190,000.00	94.74%	10/25/2013	4/25/2014	12/25/2013	$ 90.00	143	$ 12,870.00	$ 192,870.00
4669	Arizona Home Foreclosures, LLC	12602 N 60th Street	Scottsdale, 85254	$ 349,082.40	$ 375,000.00	93.09%	10/29/2013	4/29/2014	12/29/2013	$ 174.54	139	$ 24,261.23	$ 373,343.63
4670	Arizona Home Foreclosures, LLC	2229 W Steed Rd	Phx, 85085	$ 305,000.00	$ 320,000.00	95.31%	10/30/2013	4/30/2014	12/30/2013	$ 152.50	138	$ 21,045.00	$ 326,045.00
4671	Arizona Home Foreclosures, LLC	23846 W Gibson Ln	Buckeye, 85326	$ 150,000.00	$ 175,000.00	85.71%	10/30/2013	4/30/2014	12/30/2013	$ 75.00	138	$ 10,350.00	$ 160,350.00
4672	Arizona Home Foreclosures, LLC	9537 E Plana Ave	Mesa, 85212	$ 150,000.00	$ 165,000.00	90.91%	10/30/2013	4/30/2014	12/30/2013	$ 75.00	138	$ 10,350.00	$ 160,350.00
4684	Arizona Home Foreclosures, LLC	1791 E Gary Dr	Chandler, 85225	$ 120,000.00	$ 170,000.00	70.59%	11/1/2013	5/1/2014	12/1/2013	$ 60.00	167	$ 10,020.00	$ 130,020.00
4687	Arizona Home Foreclosures, LLC	7030 W Pontiac Dr	Glendale, 85308	$ 140,000.00	$ 235,000.00	59.57%	11/5/2013	5/5/2014	12/5/2013	$ 70.00	163	$ 11,410.00	$ 151,410.00
4689	Arizona Home Foreclosures, LLC	17661 W Marconi Ave	Surprise, 85388	$ 170,000.00	$ 250,000.00	68.00%	11/6/2013	5/6/2014	12/6/2013	$ 85.00	162	$ 13,770.00	$ 183,770.00
4703	Easy Investments, LLC	14365 W Verde Ln	Goodyear, 85395	$ 150,000.00	$ 210,000.00	71.43%	11/13/2013	5/13/2014	12/13/2013	$ 75.00	155	$ 11,625.00	$ 161,625.00
4710	Arizona Home Foreclosures, LLC	25510 W Whyman St	Buckeye, 85326	$ 142,000.00	$ 150,000.00	94.67%	11/18/2013	5/18/2014	12/18/2013	$ 71.00	150	$ 10,650.00	$ 152,650.00
4711	Arizona Home Foreclosures, LLC	1697 S 233rd Ln	Buckeye, 85326	$ 100,000.00	$ 125,000.00	80.00%	11/18/2013	5/18/2014	12/18/2013	$ 50.00	150	$ 7,500.00	$ 107,500.00
4718	Arizona Home Foreclosures, LLC	10836 E Arcadia Ave	Mesa, 85208	$ 135,000.00	$ 143,500.00	94.08%	11/21/2013	5/21/2014	12/21/2013	$ 67.50	147	$ 9,922.50	$ 144,922.50
4719	Arizona Home Foreclosures, LLC	1523 W Sundance Way	Chandler, 85225	$ 115,000.00	$ 125,000.00	92.00%	11/21/2013	5/21/2014	12/21/2013	$ 57.50	147	$ 8,452.50	$ 123,452.50
4727	Arizona Home Foreclosures, LLC	23805 W Papago St	Buckeye, 85326	$ 150,000.00	$ 165,000.00	90.91%	12/3/2013	6/3/2014	1/3/2014	$ 75.00	135	$ 10,125.00	$ 160,125.00
4729	Arizona Home Foreclosures, LLC	8742 W Grovers Ave	Peoria, 85382	$ 117,500.00	$ 150,000.00	78.33%	12/4/2013	6/4/2014	1/4/2014	$ 58.75	134	$ 7,872.50	$ 125,372.50
4731	Arizona Home Foreclosures, LLC	28730 N Nobel Rd	Phx, 85085	$ 288,900.00	$ 335,000.00	86.24%	12/5/2013	6/5/2014	1/5/2014	$ 144.45	133	$ 19,211.85	$ 308,111.85
4732	Arizona Home Foreclosures, LLC	5916 W Fetlock Trl	Phx, 85085	$ 329,000.00	$ 415,000.00	79.28%	12/5/2013	6/5/2014	1/5/2014	$ 164.50	133	$ 21,878.50	$ 350,878.50
4737	Arizona Home Foreclosures, LLC	13033 W Columbine Dr	El Mirage, 85335	$ 125,000.00	$ 130,000.00	96.15%	12/11/2013	6/11/2014	1/11/2014	$ 62.50	127	$ 7,937.50	$ 132,937.50
4738	Arizona Home Foreclosures, LLC	17732 W Desert Bloom St	Goodyear, 85338	$ 125,500.00	$ 155,000.00	80.97%	12/11/2013	6/11/2014	1/11/2014	$ 62.75	127	$ 7,969.25	$ 133,469.25
4740	Arizona Home Foreclosures, LLC	1070 N Robins Way	Chandler, 85225	$ 158,100.00	$ 195,000.00	81.08%	12/12/2013	6/12/2014	1/12/2014	$ 79.05	135	$ 10,671.75	$ 168,771.75
4753	Arizona Home Foreclosures, LLC	4749 N 108th Ave	Phx, 85037	$ 152,500.00	$ 199,000.00	76.63%	12/18/2013	6/18/2014	1/18/2014	$ 76.25	120	$ 9,150.00	$ 161,650.00
4754	Arizona Home Foreclosures, LLC	3450 W Crocus Dr	Phx, 85053	$ 154,000.00	$ 200,000.00	77.00%	12/18/2013	6/18/2014	1/18/2014	$ 77.00	120	$ 9,240.00	$ 163,240.00
4755	Arizona Home Foreclosures, LLC	40320 N High Noon Way	Phx, 85086	$ 244,200.00	$ 315,000.00	77.52%	12/18/2013	6/18/2014	1/18/2014	$ 122.10	120	$ 14,652.00	$ 258,852.00
4777	Arizona Home Foreclosures, LLC	1119 E Potter Dr	Phx, 85024	$ 236,100.00	$ 289,000.00	81.70%	12/26/2013	6/26/2014	1/26/2014	$ 118.05	112	$ 13,221.60	$ 249,321.60
4779	Arizona Home Foreclosures, LLC	4073 S Wayne Pl	Chandler, 85249	$ 276,700.00	$ 340,000.00	81.38%	12/27/2013	6/27/2014	1/27/2014	$ 138.35	111	$ 15,356.85	$ 292,056.85
4791	Arizona Home Foreclosures, LLC	711 W Stottler Dr	Chandler, 85225	$ 139,200.00	$ 180,000.00	77.33%	1/3/2014	7/3/2014	2/3/2014	$ 69.60	104	$ 7,238.40	$ 146,438.40
4796	Arizona Home Foreclosures, LLC	6132 W Charter Oak Rd	Glendale, 85304	$ 168,000.00	$ 220,000.00	76.36%	1/6/2014	7/6/2014	2/6/2014	$ 84.00	101	$ 8,484.00	$ 176,484.00
4804	Arizona Home Foreclosures, LLC	16550 W Taylor St	Goodyear, 85338	$ 111,000.00	$ 145,000.00	76.55%	1/10/2014	7/10/2014	2/10/2014	$ 55.50	97	$ 5,383.50	$ 116,383.50
4845	Arizona Home Foreclosures, LLC	19700 N 76th Street #1101	Scottsdale, 85255	$ 274,000.00	$ 325,000.00	84.31%	2/5/2014	8/5/2014	3/5/2014	$ 137.00	71	$ 9,727.00	$ 283,727.00
4849	Arizona Home Foreclosures, LLC	1351 N Pleasant Dr #1175	Chandler, 85225	$ 87,800.00	$ 115,000.00	76.35%	2/6/2014	8/6/2014	3/6/2014	$ 43.90	70	$ 3,073.00	$ 90,873.00
4863	Arizona Home Foreclosures, LLC	1416 E Del Rio Dr	Tempe, 85282	$ 178,000.00	$ 230,000.00	77.39%	2/20/2014	8/10/2014	3/20/2014	$ 89.00	56	$ 4,984.00	$ 182,984.00
4870	Arizona Home Foreclosures, LLC	4063 W Runion Dr	Glendale, 85308	$ 168,100.00	$ 225,000.00	74.71%	2/27/2014	8/27/2014	3/27/2014	$ 84.05	49	$ 4,118.45	$ 172,218.45
4884	Arizona Home Foreclosures, LLC	503 W. Duke Dr	Tempe, 85283	$ 89,000.00	$ 115,000.00	77.39%	3/6/2014	9/6/2014	4/6/2014	$ 44.50	42	$ 1,869.00	$ 90,869.00
4885	Arizona Home Foreclosures, LLC	12786 W Pasaro Dr	Peoria, 85383	$ 176,500.00	$ 225,000.00	78.44%	3/6/2014	9/6/2014	4/6/2014	$ 88.25	42	$ 3,706.50	$ 180,206.50
	Arizona Home Foreclosures, LLC	Overage	Phx, 85012	$ 1,780,239.76	$ 5,000,000.00	35.60%	3/6/2014	9/6/2014	4/6/2014	$ 890.12	42	$ 37,385.03	$ 1,817,624.79
4903	Arizona Home Foreclosures, LLC	8739 N 182nd Ln	Waddell, 85355	$ 170,000.00	$ 215,000.00	79.07%	3/13/2014	9/13/2014	4/13/2014	$ 85.00	35	$ 2,975.00	$ 172,975.00
4913	Arizona Home Foreclosures, LLC	9003 W Encanto Blvd	Phx, 85051	$ 118,300.00	$ 155,000.00	76.32%	3/18/2014	9/18/2014	4/18/2014	$ 59.15	30	$ 1,774.50	$ 120,074.50
4917	Arizona Home Foreclosures, LLC	7717 W North Ln	Peoria, 85345	$ 143,789.00	$ 195,000.00	73.74%	3/19/2014	9/19/2014	4/19/2014	$ 71.89	29	$ 2,084.94	$ 145,873.94
4924	Arizona Home Foreclosures, LLC	3418 E Desert Trumpet Rd	Phx, 85044	$ 237,407.00	$ 300,000.00	79.14%	3/20/2014	9/20/2014	4/20/2014	$ 118.70	28	$ 3,323.70	$ 240,730.70
4938	Arizona Home Foreclosures, LLC	1426 W Missouri Ave	Phx, 85013	$ 144,101.00	$ 220,000.00	65.50%	3/26/2014	9/26/2014	4/26/2014	$ 72.05	22	$ 1,585.11	$ 145,686.11
4944	Arizona Home Foreclosures, LLC	180 W Juanita Ave	Gilbert, 85233	$ 150,751.00	$ 225,000.00	67.00%	3/28/2014	9/28/2014	4/28/2014	$ 75.38	20	$ 1,507.51	$ 152,258.51
4948	Arizona Home Foreclosures, LLC	10222 N 54th Drive	Glendale, 85302	$ 136,000.00	$ 185,000.00	73.51%	4/1/2014	10/1/2014	5/1/2014	$ 68.00	16	$ 1,088.00	$ 137,088.00
4952	Arizona Home Foreclosures, LLC	2446 W Portobello Ave	Mesa, 85202	$ 175,000.00	$ 225,000.00	77.78%	4/2/2014	10/2/2014	5/2/2014	$ 87.50	15	$ 1,312.50	$ 176,312.50
4955	Arizona Home Foreclosures, LLC	2219 W Bethany Home Rd	Phx, 85015	$ 102,600.00	$ 140,000.00	73.29%	4/3/2014	10/3/2014	5/3/2014	$ 51.30	14	$ 718.20	$ 103,318.20
4962	Arizona Home Foreclosures, LLC	5806 S Alder Dr	Tempe, 85283	$ 192,500.00	$ 250,000.00	77.00%	4/7/2014	10/7/2014	5/7/2014	$ 96.25	10	$ 962.50	$ 193,462.50
4964	Arizona Home Foreclosures, LLC	4739 W Bloomfield Rd	Glendale, 85304	$ 118,000.00	$ 150,000.00	78.67%	4/7/2014	10/7/2014	5/7/2014	$ 59.00	10	$ 590.00	$ 118,590.00
4965	Arizona Home Foreclosures, LLC	3705 W Cat Balue Dr	Glendal, 85308	$ 128,500.00	$ 155,000.00	82.90%	4/9/2014	10/9/2014	5/9/2014	$ 64.25	8	$ 514.00	$ 129,014.00
4966	Arizona Home Foreclosures, LLC	2435 W Park Ave	Chandler, 85224	$ 164,300.00	$ 200,000.00	82.15%	4/9/2014	10/9/2014	5/9/2014	$ 82.15	8	$ 657.20	$ 164,957.20
4967	Arizona Home Foreclosures, LLC	7020 E Hermosa Vista Dr	Mesa, 85207	$ 131,300.00	$ 165,000.00	79.58%	4/9/2014	10/9/2014	5/9/2014	$ 65.65	8	$ 525.20	$ 131,825.20
4969	Arizona Home Foreclosures, LLC	364 W Linda Ln	Gilbert, 85233	$ 142,300.00	$ 185,000.00	76.92%	4/9/2014	10/9/2014	5/9/2014	$ 71.15	8	$ 569.20	$ 142,869.20

4970	Arizona Home Foreclosures, LLC	4528 E Mockingbird Dr	Gilbert, 85234	$	177,800.00	$	215,000.00	82.70%	4/9/2014	10/9/2014	5/9/2014	$	88.90	8	$	711.20	$	178,511.20
4971	Arizona Home Foreclosures, LLC	10850 E Carol Ave	Mesa, 85208	$	127,000.00	$	155,000.00	81.94%	4/9/2014	10/9/2014	5/9/2014	$	63.50	8	$	508.00	$	127,508.00
4972	Arizona Home Foreclosures, LLC	4014 W Shangri-La Rd	Phx, 85029	$	158,800.00	$	195,000.00	81.44%	4/9/2014	10/9/2014	5/9/2014	$	79.40	8	$	635.20	$	159,435.20
4974	Arizona Home Foreclosures, LLC	21551 N Casa Royale Dr	Surprise, 85387	$	184,300.00	$	235,000.00	78.43%	4/10/2014	10/10/2014	5/10/2014	$	92.15	7	$	645.05	$	184,945.05
4975	Arizona Home Foreclosures, LLC	4715 E Red Bird Rd	Cave Creek, 85331	$	253,400.00	$	310,000.00	81.74%	4/10/2014	10/10/2014	5/10/2014	$	126.70	7	$	886.90	$	254,286.90
4976	Arizona Home Foreclosures, LLC	5704 E Aire Libre Ave #1048	Scottsdale, 85254	$	118,900.00	$	150,000.00	79.27%	4/11/2014	10/11/2014	5/11/2014	$	59.45	6	$	356.70	$	119,256.70
4977	Arizona Home Foreclosures, LLC	2502 W Memorial Dr	Anthem, 85086	$	153,200.00	$	180,000.00	85.11%	4/11/2014	10/11/2014	5/11/2014	$	76.60	6	$	459.60	$	153,659.60
4978	Arizona Home Foreclosures, LLC	12399 W Roberta Ln	Peoria, 85383	$	186,200.00	$	230,000.00	80.96%	4/11/2014	10/11/2014	5/11/2014	$	93.10	6	$	558.60	$	186,758.60
4979	Arizona Home Foreclosures, LLC	2932 N Casa Tomas Crt	Phx, 85016	$	94,800.00	$	125,000.00	75.84%	4/11/2014	10/11/2014	5/11/2014	$	47.40	6	$	284.40	$	95,084.40
4981	Arizona Home Foreclosures, LLC	10237 W Westwind Dr	Peoria, 85383	$	378,500.00	$	474,000.00	79.85%	4/14/2014	10/14/2014	5/14/2014	$	189.25	3	$	567.75	$	379,067.75
4982	Arizona Home Foreclosures, LLC	7352 E Drummer Ave	Mesa, 85208	$	140,100.00	$	180,000.00	77.83%	4/14/2014	10/14/2014	5/14/2014	$	70.05	3	$	210.15	$	140,310.15
4983	Arizona Home Foreclosures, LLC	8832 W Lawrence Ln	Peoria, 85345	$	113,000.00	$	150,000.00	75.33%	4/14/2014	10/14/2014	5/14/2014	$	56.50	3	$	169.50	$	113,169.50
4984	Arizona Home Foreclosures, LLC	3208 S 162nd Lane	Goodyear, 85338	$	115,800.00	$	145,000.00	79.86%	4/14/2014	10/14/2014	5/14/2014	$	57.90	3	$	173.70	$	115,973.70
4985	Arizona Home Foreclosures, LLC	10364 W Atlantis Way	Tolleson, 85353	$	153,000.00	$	185,000.00	82.70%	4/14/2014	10/14/2014	5/14/2014	$	76.50	3	$	229.50	$	153,229.50
4988	Arizona Home Foreclosures, LLC	4230 E Windsong Dr	Phx, 85048	$	225,400.00	$	275,000.00	81.96%	4/15/2014	10/15/2014	5/15/2014	$	112.70	2	$	225.40	$	225,625.40
4989	Arizona Home Foreclosures, LLC	1149 W Sherri Dr	Gilbert, 85233	$	289,600.00	$	345,000.00	83.94%	4/15/2014	10/15/2014	5/15/2014	$	144.80	2	$	289.60	$	289,889.60
				$	37,456,620.47									4/16/2014	$	2,296,272.81	$	39,752,893.28

ACKNOWLEDGMENTS

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this 16th day of APRIL, 2014, before me appeared Yomotov "Scott" Menaged, to me personally known, who being by me duly sworn, did say that he is the manager of ARIZONA HOME FORECLOSURES, LLC, an Arizona limited liability company (the "**Company**"), and said Yomotov "Scott" Menaged acknowledged to me that the Company is named as both AHF and a Borrower in the foregoing instrument and that as the manager of the Company, he did execute the foregoing instrument, for and on behalf of the Company, and that he did so as his and the Company's free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

01-10-2018

JOSE BURRULL
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 10, 2018

ACKNOWLEDGMENTS

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this 10th day of APRIL, 2014, before me appeared Yomotov "Scott" Menaged, to me personally known, who being by me duly sworn, did say that he is the manager of EASY INVESTMENTS, LLC, an Arizona limited liability company (the "**Company**"), and said Yomotov "Scott" Menaged acknowledged to me that the Company is named as both EI and a Borrower in the foregoing instrument and that as the manager of the Company, he did execute the foregoing instrument, for and on behalf of the Company, and that he did so as his and the Company's free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

JOSE BURRULL
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 10, 2018

Notary Public

My Commission Expires:

01-10-2018

ACKNOWLEDGMENTS

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this 16th day of APRIL, 2014, before me appeared Yomtov "Scott" Menaged, to me personally known, who being by me duly sworn, and said Yomotov "Scott" Menaged acknowledged to me that he is named as the Guarantor in the foregoing instrument and that he did execute the foregoing instrument and that he did so as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

JOSE BURRULL
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 10, 2018

Notary Public

My Commission Expires:

01-10-2018

ACKNOWLEDGMENTS

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this 16th day of APRIL, 2014, before me appeared Yomotov "Scott" Menaged, to me personally known, who being by me duly sworn, did say that he is the manager of FURNITURE KING, LLC, an Arizona limited liability company (the "**Company**"), and said Yomotov "Scott" Menaged acknowledged to me that the Company is named as the New Guarantor in the foregoing instrument and that as the manager of the Company, he did execute the foregoing instrument, for and on behalf of the Company, and that he did so as his and the Company's free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

JOSE BURRULL
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 10, 2018

Notary Public

My Commission Expires:

01-10-2018

{Acknowledgments for Forbearance Agreement –Furniture King}

200131428.20 43820/170082

ACKNOWLEDGMENTS

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this 16th day of APRIL, 2014, before me appeared Denny Chittick, to me personally known, who being by me duly sworn, did say that he is the President of DENSCO INVESTMENT CORPORATION, an Arizona corporation, (the "**Corporation**"), and said Denny Chittick acknowledged to me that the Corporation is named as the Lender in the foregoing instrument and that as the President of the Corporation, he did execute the foregoing instrument, for and on behalf of the Corporation, and that he did so as his and the Corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

JOSE BURRULL
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 10, 2018

Notary Public

My Commission Expires:

01-10-2018

{Acknowledgments for Forbearance Agreement - DenSco}

200131428.20 43820/170082

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

PETER S. DAVIS, as Receiver of DENSCO INVESTMENT CORPORATION, an Arizona corporation,

Plaintiff,

v.

U.S. BANK, NA, a national banking organization; HILDA H. CHAVEZ and JOHN DOE CHAVEZ, a married couple; JP MORGAN CHASE BANK, N.A., a national banking organization; SAMANTHA NELSON f/k/a SAMANTHA KUMBALECK and KRISTOFER NELSON, a married couple; and VIKRAM DADLANI and JANE DOE DADLANI, a married couple.

Defendants.

No. CV2019-011499

U.S. BANK NATIONAL ASSOCIATION AND HILDA H. CHAVEZ' GOOD FAITH CONSULTATION CERTIFICATE TO MOTION TO DISMISS

(Assigned to the Hon. Daniel Martin)

Pursuant to Rules 7.1(h) and 8.1(e)(4), Ariz. R. Civ. P., undersigned counsel for Defendants U.S. Bank National Association and Hilda H. Chavez (collectively, the "U.S. Bank Defendants") personally conferred with Plaintiff's counsel on at least three occasions (beginning April 15, 2020), has explained the reasons why the allegations in the First Amended Complaint do not state a claim against the U.S. Bank Defendants upon which relief can be granted, along with the reasons why the U.S. Bank Defendants would be moving to dismiss the First Amended Complaint as against them, including which reasons remained from their motion to dismiss the original Complaint, and the basis for additional reasons based upon new allegations in the First Amended Complaint, and asked

whether Plaintiff wished to further amend to attempt to cure these deficiencies. Despite these several personal conferrals, Plaintiff's counsel has yet to confirm whether Plaintiff wishes to further amend or stand on the current allegations in light of the deficiencies cited. Accordingly, on April 30, undersigned counsel requested that Plaintiff's counsel advise whether Plaintiff intended to further amend by Tuesday, May 5, so that the U.S. Bank Defendants could avoid the waste of moving to dismiss only for Plaintiff to move for a further amendment in response, but Plaintiff's counsel did not respond. Accordingly, the U.S. Bank Defendants certify that the parties have personally conferred pursuant to Rules 7.1(h) and 8.1(e)(4), and have been unable to resolve the subject of the U.S. Bank Defendants' Motion to Dismiss.

DATED this 6th day of May, 2020.

SNELL & WILMER L.L.P.

By: */s/ Amanda Z. Weaver*
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The foregoing was electronically filed and e-served via azturbocourt on the following parties this 6th day of May, 2020.

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