Barry Luchtel

October 9, 2006

PERSONAL GUARANTY

THIS GUARANTY, dated as of the below written date, is made and given by the undersigned guarantors, jointly and severally, (collectively, "Guarantor"), in favor of DenSco Investment Corporation ("Lender").

Recitals: Lender is prepared to extend credit to an entity of which Guarantor is a principal (Debtor") and receive a promissory note (the "Note"). It is a condition precedent, among others, to Lender's inducement to extend credit to Debtor that this Guaranty be executed and delivered by Guarantor. Guarantor expects to derive benefits from the extension of credit to Debtor. Therefore, Guarantor is providing this Guaranty at the request of Debtor to induce Lender to extend such financial accommodations to Debtor.

In consideration of the foregoing and for other good and valuable consideration, Guarantor agrees as follows:

<u>The Guaranty</u>. Guarantor (if more than one, jointly and severally), absolutely, irrevocably and unconditionally guarantees and promises to pay to Lender, upon demand: (i) the principal amount and for all sums payable or to become payable in the Note, or at the election of Lender any one or more installments thereof, if Debtor fails to pay punctually any one or more amounts when due under the Note (principal, interest and/or other charges) at the time and in the manner provided therein; and (ii) all other obligations of Debtor to Lender arising under or in connection with the Note, including the deed of trust securing the Note, any agreement between Debtor and Lender executed and delivered in connection with the property described in the deed of trust, and all other documents and instruments evidencing, securing, or executed or delivered in connection with the Note and all other agreements between Debtor and Lender.

The word "obligations" is used in its most comprehensive sense and includes any and all advances, debts, charges, obligations and liabilities of Debtor previously, now or hereafter made, incurred or created, with or without notice to Guarantor, whether voluntary or involuntary, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, and whether such indebtedness may be or hereafter become otherwise unenforceable (collectively, the principal amount of the Note together with all other obligations specified above, the "Obligations").

<u>Continuing Guaranty</u>. The liability and obligation of Guarantor hereunder shall survive and absolutely, unconditionally and completely continue in full force and effect until indefeasible payment and performance in full of the Obligations, notwithstanding any termination of Debtor's liability by operation of law or bankruptcy, and notwithstanding that the Obligations or any part thereof is deemed to have been paid or discharged by operation of law or by some act or agreement of Lender. For purposes of this Guaranty, the Obligations shall be deemed to be paid only to the extent that Lender actually receives immediately available funds. Guarantor shall remain liable for any deficiency remaining if Lender elects to enforce the Note or foreclose any security agreement securing all or any part of the Obligations, whether or not the liability of Debtor for such deficiency is discharged pursuant to statute, judicial decision or otherwise; and agrees not to assert the benefits of any statutory provision limiting the right of Lender to recover a deficiency judgment, or to proceed otherwise against any person or entity obligated for payment of the Obligations, after any foreclosure or sale of any security for the Obligations.

<u>Actions Not Required</u>. Guarantor waives any and all right to cause a marshalling of the assets of Debtor or any other action by any court or other government body with respect thereto or to cause Lender to proceed against any security for the Obligations or any other recourse which Lender may have with respect thereto and further waives and agrees not to assert: (i) any right to require Lender to pursue any other remedy available to Lender, or to pursue any remedy in any particular order or manner; (ii) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement hereof; (iii) demand, diligence, presentment for payment, protest and demand, and notice of extension, dishonor, protest, demand, nonpayment and acceptance of this Guaranty; (iv) notice of the existence, creation or incurring of new or additional indebtedness of Debtor to Lender; (v) the benefits of any statutory provision limiting the liability of a surety, including without limitation the provisions of A.R.S. §§ 12-1641 *et seq.*; and (vi) any defense arising by reason of any disability or other defense

of Debtor or by reason of the cessation from any cause whatsoever (other than payment in full) of the liability of Debtor for the Obligations. Guarantor further acknowledges that time is of the essence with respect to its obligations under this Guaranty.

No Subrogation. Notwithstanding any payment or payments made by Guarantor hereunder or any setoff or application of funds of Guarantor by Lender, Guarantor shall not be entitled to be subrogated to any of the rights of Lender's against Debtor held by Lender for the payment of the Obligations, and hereby waives any right to enforce any remedy that Lender now has, or may hereafter have, against Debtor, and any benefit of, and any right to participate in, any security now or hereafter held by Lender. Guarantor agrees not to seek or and agrees it will not be entitled to seek any contribution or reimbursement from Debtor, until all amounts owing to Lender by Debtor on account of the Obligations are irrevocably paid in full. Notwithstanding any of the foregoing, to the extent (i) any right of subrogation which Guarantor may have pursuant to this Guaranty or otherwise, or (ii) any right of reimbursement or contribution or similar right against Debtor, would result in Guarantor being a "creditor" of Debtor within the meaning of Section 547 of Title II of the United States Bankruptcy Code as now in effect or hereafter amended, or any comparable provision of any successor statute, Guarantor irrevocably waives such right of subrogation, reimbursement or contribution.

Bankruptcy of Debtor. Guarantor expressly agrees that it shall remain liable under this Guaranty for all Obligations arising after the filing of a petition or the commencement of any proceeding by or against Debtor under any bankruptcy or insolvency laws, and that any discharge of any of the Obligations pursuant to any such bankruptcy or similar law or to other law shall not diminish, discharge or otherwise affect in any way its obligations under the Guaranty, and that upon the institution of any of the above actions, such Obligations shall be enforceable against it. If, as a result of any bankruptcy of Debtor, or for any other reason, Lender is required to return or restore any payment previously made to Lender of all or any part of the Obligations, the liability of Guarantor hereunder shall be reinstated and revived with respect to that amount as though such amount had never been received by Lender.

Remedies. All remedies afforded to Lender by this Guaranty are separate and cumulative remedies and Guarantor agrees that no one of such remedies, whether or not exercised by Lender, shall be deemed to be in exclusion of any of the other remedies available to Lender and shall in no way limit or prejudice any other legal or equitable remedy which Lender may have hereunder and with respect to the Obligations. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to Lender. The obligations of Guarantor hereunder are separate and independent of the Obligations of Debtor and of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against any other guarantor, or whether any other guarantor is joined in any action or actions.

Authorizations. Guarantor authorizes Lender, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, to: (i) renew, modify, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Obligations or any part thereof; (ii) take and hold security for the payment of the Obligations, and enforce, exchange, substitute, subordinate, waive or release any such security; (iii) proceed against such security and direct the order or manner of sale of such security as Lender in its discretion may determine; and (iv) apply any and all payments from Debtor, Guarantor or any other guarantor, or recoveries from such security, in such order or manner as Lender in its discretion may determine.

Costs and Expenses. Guarantor agrees to pay or reimburse Lender on demand for all expenses (including reasonable attorneys' fees) incurred by Lender in enforcing this Guaranty against Guarantor, or arising out of or in connection with any failure of Guarantor to fully and timely perform the obligations of Guarantor hereunder, whether or not a suit is filed.

Governing Law. This Guaranty shall be governed by and construed according to the laws of the State of Arizona, irrespective of its choice of law principles. Lender may bring any action or proceeding to enforce or arising out of this Guaranty in any court of competent jurisdiction, and GUARANTOR EXPRESSLY CONSENTS TO THE JURISDICTION OF MARICOPA COUNTY SUPERIOR COURTS IN THE STATE OF ARIZONA. **ANY ACTION OR PROCEEDING BROUGHT BY GUARANTOR ARISING OUT OF THIS GUARANTY SHALL BE BROUGHT SOLELY IN A COURT OF COMPETENT JURISDICTION LOCATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA.**

Representations. Guarantor represents and warrants to Lender as follows: (i) Guarantor is and will continue to be fully informed about all aspects of the financial condition and business affairs of Debtor that Guarantor deems relevant to the obligations of Guarantor hereunder, and waives and fully discharges Lender from any and all obligations to communicate to Guarantor any information whatsoever regarding Debtor or Debtor's financial condition or business affairs, including without limitation any notice of any default by Debtor; (ii) Guarantor has all requisite power to enter into this Guaranty, to execute, to carry out and perform its obligations under the terms of this Guaranty; (iii) this Guaranty is a valid and binding legal obligation of Guarantor, and is enforceable in accordance with its terms; and (iv) all action on the part of Guarantor necessary for or appropriate to or in connection with the execution, delivery and performance by Guarantor of this Guaranty has been taken.

Miscellaneous. This Guaranty sets forth the entire agreement of Guarantor and Lender with respect to the subject matter hereof and supersedes all prior oral and written agreements and representations by Lender to Guarantor. No modification or waiver of any provision of this Guaranty or any right of Lender hereunder and no release of Guarantor from any obligation hereunder shall be effective unless in a writing executed by an authorized officer of Lender. A waiver so signed shall be effective only in the specific instance and for the specific purpose given. All existing and future indebtedness of Debtor to Guarantor is hereby subordinated to the Obligations. This Guaranty shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Guarantor and its successors and assigns. Lender may assign this Guaranty in whole or in part without notice.

IN WITNESS WHEREOF, Guarantor has executed this date: October 9, 2006

UNDERSIGNED:

Signature: ______________________

Name: Barry Luchtel

SSN: [redacted]

Signature of Spouse: ______________________

Name: ______________________

SSN: ______________________

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This Instrument was acknowledges before me this 9th day of Oct, 2006.
By: Barry Luchtel

DIANNA NICOL JACKMAN
Notary Public - Arizona
Maricopa County
Expires 06/15/08

Notary

Commission: ______________________

DenSco Investment Corporation

October 5, 2007

Address:

Name:

Regarding Property Address: __________

This is a notice to inform you that your note on the above property is currently in default as of

_____________.

The note states: Upon default, the interest rate accelerates to 29% Per Annum from the effective date of the note and a late charge of 10% is added to the six month accrued interest due total as of the six month balloon date.

We will instruct Perry & Shapiro to initiate foreclosure if these payments and any applicable late charges are not received on or before **10 DAYS FROM THE DATE OF THIS LETTER**.

It is not our first choice to enforce the default rate and late charge. We make it our policy to do our best to keep loans out of default. Therefore, it is in your best interest to contact us regarding your loan so we may come to a mutual agreement and resolve this matter for the best interest of both parties. Below is some pertinent information to help you calculate the interest due on this note.

Effective Date of the Note:
Note Amount: $
Interest due as of ______: $
Interest per diem of $
(These numbers represent interest calculated @18% per annum)

Sincerely,

Denny J. Chittick

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

EXHIBIT
PENGAD 800-631-6989
723
DH 3-7-19

DenSco Investment Corporation

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

EXHIBIT
724
OH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	8/16/2009 4:13:19 PM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re: Hey Denny
Attachments:	IA spreadsheet.xls; 10 Day Notice.doc; 30- Day Notice.dot; Monthly Reminder.doc

attached are teh docs i think you wanted. i had sent the email to barry@homebuyergroup.net

thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

--- On **Sun, 8/16/09, Barry Luchtel** ***<barryluchtel@gmail.com>*** wrote:

From: Barry Luchtel <barryluchtel@gmail.com>
Subject: Hey Denny
To: "Denny Chittick" <dcmoney@yahoo.com>
Date: Sunday, August 16, 2009, 2:15 PM

Just wanted to drop a note of thanks for taking the time last week to chat last week! I think the email you sent over with a few of your letter templates may have been gobbled up as spam or something, but I was hoping you would be kind enough to resend it and I will do a better job of watching for it this time around.

Thanks so much!

Barry

--
Thanks and have a great day!

Barry

Barry Luchtel
barryluchtel@gmail.com
515.320.5813

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	10/16/2009 12:59:37 PM
To:	Barry Luchtel [barryluchtel@gmail.com]; Landon Luchtel [landonluchtel@gmail.com]
Subject:	Re: Hard Money

EXHIBIT
725
DH 3-7-19

Hey Denny,

I hope things are going well in Phoenix! Barry said your busy and that's no suprise! Things are picking up for us and we've already had snow flying here in Iowa...

i'm not srue if' im more busy managing these two cyclones i call boys or managing money!

Here are the properties Barry talked to you about. We look forward to working with you!

200 N. Miller, Mesa 75k purchase price
super tough to comp, crappy neighborhood, huge house for the nieghborhood, you are paying 20k less then the last owner paid in 92, so i guess the price is right, however, i'm not sure what you could sell it for.

1723 E. Harmony, Mesa 59k purchase price
i think you could get just at 100k for it. pretty good location, by a park, not much negativity going on in the neighborhood either.

510 S. Miller, Mesa 59k purchase price
same rough little area, perhaps retail 88k to 99k.

i sure hope you plan to visit them before you buy them. things are different then before!
thx
dc

Each of these houses need some cosmetic work, between 10k and 20k per house.

Thanks,

Landon

--
Landon Luchtel
Landon@HomeBuyerGroup.com
P: 515.320.5815
F: 515.223.3047

recipient, or responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone, and return the original message to us at the above e-mail address, deleting all copies from your e-mail system.

DenSco Investment Corporation

EXHIBIT
726
DH 3-7-19

February 5, 2010

State of Arizona vs. Barry Luchtel
Case No. CR 2009-141038-001SE

To Whom It May Concern:

I had a business relationship with Barry Luchtel from October 10, 2006 until December 24, 2007. I lent Barry and his brother through an LLC form by them $3.639 million dollars in 25 transactions.

Barry and his brother borrowed the funds from me to buy single family residences and fix/flip the properties for a profit. Every transaction went as planned; all monies were paid back with interest. I never had a single problem with any loans that we did together. I lent this money sight unseen many times because they had built such a good reputation with me that I trusted them without issue.

Barry proved to me through our relationship that he was of high integrity and trustworthy to a fault. I lent him millions of dollars and I would have no trouble doing it again in the future.

I have been in the lending business for nearly 10 years, I've done thousands of loans for nearly a quarter of a billion dollars. In all those transactions, I would rank Barry Luchtel at the top of people that I enjoyed working with.

Sincerely,

Denny J. Chittick

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

EXHIBIT
727
DH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	2/5/2010 3:43:06 PM
To:	barryluchtel@gmail.com; flynn.carey@gknet.com
Subject:	Ref letter for Barry Luchtel
Attachments:	Barry Luchtel.pdf

good luck!
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

--- On **Fri, 2/5/10, barryluchtel@gmail.com** ***<barryluchtel@gmail.com>*** wrote:

From: barryluchtel@gmail.com <barryluchtel@gmail.com>
Subject: Re:
To: "Denny Chittick Mony" <dcmoney@yahoo.com>
Date: Friday, February 5, 2010, 4:32 PM

Thanks so much Denny! I knew you would see things my way!

Sent from my BlackBerry Smartphone provided by Alltel

From: Denny Chittick <dcmoney@yahoo.com>
Date: Fri, 5 Feb 2010 15:06:07 -0800 (PST)
To: Barry Luchtel<barryluchtel@gmail.com>
Subject: Re:

I'll lie up a storm just so that i don't have to pay taxes for you to be in our jails, tent city no less!
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

--- On **Fri, 2/5/10, Barry Luchtel** ***<barryluchtel@gmail.com>*** wrote:

From: Barry Luchtel <barryluchtel@gmail.com>
Subject:
To: "Denny Chittick" <dcmoney@yahoo.com>
Date: Friday, February 5, 2010, 3:52 PM

Hey Denny! Hope all is going well!

I've got a few attachments for you to take a look at. I really appreciate any help you can give me!

Have a great day!

--
Barry Luchtel
barryluchtel@gmail.com
515.320.5813

"Be sure you put your feet in the right place, then stand firm." Abraham Lincoln

EXHIBIT
728
OH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	11/17/2010 5:37:04 PM
To:	Princeville Grp/Kevin Potempa [princevillegroup@yahoo.com]
Subject:	Re: contact for inventory

I meant to forewarn you. I lent this guy and his brother a lot of money during the boom. they left at hte right time and now are coming back. they have a contact that has a large inventory of rentals that they want to sell. i have no idea what the prices are, but they are all on the west side. since you are dealing with some folks looking for turn key, these might prove to be an opportunity. these guys are good IA boys.
thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Princeville Grp/Kevin Potempa <princevillegroup@yahoo.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wed, November 17, 2010 4:28:28 PM
Subject: Re: contact for inventory

tks

From: Denny Chittick <dcmoney@yahoo.com>
To: Barry Luchtel <barryluchtel@gmail.com>
Cc: Kevin Potempa <princevillegroup@yahoo.com>
Sent: Wed, November 17, 2010 12:23:56 PM
Subject: contact for inventory

give this guy a call
Mobile: 480-510-0362
E-mail: princevillegroup@yahoo.com

Kevin Potempa

give him my name.
thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

EXHIBIT
729
DH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	2/2/2011 10:38:06 PM
To:	princevillegroup@yahoo.com; dave@sharpequityhomes.com; azkimble@gmail.com; kirkjfischer@yahoo.com; mikemoore524@yahoo.com; mblackford1@cox.net; aurion1@cox.net; rustania@gmail.com; rexall4u@hotmail.com; kyle@sharpequity.com; bennettcaudle@gmail.com; ugurtunc@hotmail.com; smena98754@aol.com; johnmluders@gmail.com; jgroseth@cox.net; Barry Luchtel [barryluchtel@gmail.com]; Eric Weinbrenner [ezhomesinc@gmail.com]; Jennifer Groseth [jgroseth@cox.net]
Subject:	my cash

I might be a bit a premature, but i thought i would let you know now.
If you have something scheduled with me, from tomorrow through the 10th of this month, you are good.

I"m down to my last 400k that is uncommitted. I have only 100k closing between now and Friday. Although i might get in 300k more on Friday.

If you want to reserve some let me know, or i'll let you know if i get more or i'm out.
thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment #___ Date: ___________

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

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

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

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

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

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

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise provided to me in writing by the Company. The undersigned understands that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Miscellaneous**.

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

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

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

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

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

DATED: ______________

By: ______________________________
Signature of Investor

____
Print Name of Investor

Address:

____

____

SSN (or EIN): ______________________

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

____
Print Name of Co-Investor (if any)

Address:

____

____

SSN (or EIN): ______________________

Agreed to and accepted by DenSco Investment Corporation as of ___________, 20__.

By: ______________________________

Name: Denny J. Chittick

Title: President

EXHIBIT
731
DH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	1/3/2012 10:32:54 PM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re: 1815 E Palm Ln 85006
Attachments:	DOT HomeBuyer.docx; Note HomeBuyer.docx

yes you stare in to the eyes of a human you created and the whole prospective changes in life, who you are voting for tonight, to what you eat, how you drive, what you say, things you never thought of before, now will be in a light that you never looked at before!

oh ya, you got a good size kid, he can down 4 to 5 ounces like it's nothing, few weeks, 7 or 8, he does that much you can have him sleeping at least 6 hours in two months easy. three nights of tough love, your life will change for the good!

ok attached are the docs, let me know what bank and bank acct you want me to transfer the money too. just need the aba and acct number
thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Tuesday, January 3, 2012 9:40 PM
Subject: 1815 E Palm Ln 85006

Hey Denny,

Great catching up with you today! You were right, holding my son changed everything. I'm going to follow your advice and get this guy sleeping through the night soon!

The property is 1815 E Palm Ln, we bought it for 32K, I was hoping to do 5K down on it. It needs about 15-20K in repairs and will sell for 90k+

We've got five shortsale offers accepted and were waiting for bank approval, hopefully we get one or all of them soon!

I'll be available tomorrow to get docs signed and back to you.

Thanks!

Barry Luchtel
515.225.0300

I respond to all email within one business day. If your matter requires a more timely response, do not email or text. Please call me at 515.225.0300. Thanks!

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	2/14/2012 7:57:34 AM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re: Fwd: Wiring Instructions: 743 N. Vineyard, Mesa

EXHIBIT
732
DH 3-7-19

no problem, i'll send you docs today
dc

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602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Tuesday, February 14, 2012 8:20 AM
Subject: Re: Fwd: Wiring Instructions: 743 N. Vineyard, Mesa

I'm not sure, but lets just do it outside of title if that's okay.

Barry Luchtel
515.225.0300

I respond to all email within one business day. If your matter requires a more timely response, do not email or text. Please call me at 515.225.0300. Thanks!

On Tue, Feb 14, 2012 at 9:02 AM, Denny Chittick <dcmoney@yahoo.com> wrote:
do they know i'm involved in it? or are we doing this outside of title?
dc

DenSco Investment Corp
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602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Tuesday, February 14, 2012 7:52 AM
Subject: Fwd: Wiring Instructions: 743 N. Vineyard, Mesa

Here's some info, still shooting for Friday.

Thanks!

Barry Luchtel
515.225.0300

I respond to all email within one business day. If your matter requires a more timely response, do not email or text. Please call me at 515.225.0300. Thanks!

---------- Forwarded message ----------
From: **Natalie Worden** <nworden@hsmove.com>
Date: Wed, Feb 8, 2012 at 11:16 AM
Subject: Wiring Instructions: 743 N. Vineyard, Mesa
To: Barry Luchtel <barryluchtel@gmail.com>

---------- Forwarded message ----------
From: **Martha Carbajal** <mcarbajal@gta-az.com>
Date: Wed, Feb 8, 2012 at 8:50 AM
Subject: RE: Welcome Letter RE: 743 N. Vineyard, Mesa
To: "azreoconnection@gmail.com" <azreoconnection@gmail.com>, "nworden@hsmove.com" <nworden@hsmove.com>

Good Morning

Congratulations, escrow has been opened for the above indicated property. Your escrow number is 46502564 and the communication coordinator is Pat Solesky (fnmareo@gta-az.com)

The following information is needed for your escrow file:

Attached is Identity Statement for the buyers. Please have them complete and return this document within 24 hours. If not returned in a timely manner it may cause a delay in closing.

Also attached are our Commission Instructions. Please have your broker complete them, sign them and email or fax them back to our attention. We cannot disburse commission checks without fully executed instructions.

If you should need any assistance, please feel free to contact your escrow team via email (indicated above) or at branch's telephone number.

Martha Carbajal
Guaranty Title Agency
7740 N 16th St. Ste 150
Phoenix AZ 85020
Pf: 602-569-7800,
Fx: 602-569-7801
Email: FNMAReo@gta-az.com

PLEASE BE ADVISED: Loan docs need to be received by our office 5 BUSINESS days prior to COE date. **Documents received after 3:00 pm, will be processed the next business day.** Loan docs need to be sent via email to FNMAReo@gta-az.com.

Connect With Us on Facebook at www.Facebook.com/GuarantyTitleAZ

--

Natalie Worden
(c) 480-593-0224
(f) 602-507-3666
nworden@hsmove.com
Home Smart Real Estate

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 5/7/2012 2:13:27 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: ppm
Attachments: Private Offering Memorandum 2011.doc

EXHIBIT
733
DH 3-7-19
PENGAD 800-631-6989

here you go
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

Message

EXHIBIT 734 DH 3-7-19

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	8/21/2012 3:57:59 PM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re:
Attachments:	Subscription.DOC

i just fell in the lake and my phone is stillworking, thankfully, attached is my subscription agreement.
dc

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602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Tuesday, August 21, 2012 3:06 PM
Subject:

Hey Denny,

I don't want to take the blame for you fumbling your phone into the lake while I'm ringing in, so I'll email instead this week.

Thinking about the hard money business idea again, along with the ppm do you have a note or subscription agreement? If so would you mind if I read through that? I'd like to know the level of fine print and sign your life away someone has to do before handing me a check... probably similar to the forms the anesthesiologist has patients sign.

Thanks!

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 9/17/2012 12:03:06 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re:

EXHIBIT
735
DH 3-7-19
PENGAD 800-631-6989

yes that's what i've got planned

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Monday, September 17, 2012 11:36 AM
Subject: Re:

I mean let's fund outside of escrow.
On Sep 17, 2012 1:32 PM, "Barry Luchtel" <barryluchtel@gmail.com> wrote:
Let's close marshall outside of escrow if you haven't already contacted the title company.

EXHIBIT 736 DH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	9/19/2012 9:48:33 AM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re: Update and question

those charts would look like a Picaso!

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wednesday, September 19, 2012 9:30 AM
Subject: Re: Update and question

I gotcha, that makes sense. It's similar to the system I've been using but I though you may have something that shoots out graphs and pie charts!
Thanks!
On Sep 19, 2012 10:54 AM, "Denny Chittick" <dcmoney@yahoo.com> wrote:
I keep track of all my propoertes and close dates, knowning those don't always come true, i keep track of the out going money and dates, knowning those aren't always true, plus the unknowns of new investor money coming in (monday i got 50k in from a guy that i've been talking to for months, then boom there it is no warning)

you probably took algebra, you can solve for x with one variable, when you have three, it's tough. so it's not a spreadhseet that gives me an exact answer, cna't get one, when i'm not given any.
so gut and experience.
dc

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602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Wednesday, September 19, 2012 6:00 AM
Subject: Update and question

That 450K house got postponed.

Can you help me with cash flow forecasting/mgmt over here? Do you use a program with lots of bells and whistles you can recommend or are you doing it on some homemade excel worksheet?

Thanks!

EXHIBIT 737 DH 3-7-19

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 2/14/2013 11:41:47 AM
To: Landon Luchtel [landonluchtel@gmail.com]; Barry Luchtel [barryluchtel@gmail.com]
Subject: Re: 8213 E. Redwing - $235,700

ok call me walk me through ohw you see this working.
dc

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www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Landon Luchtel <landonluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>; Barry Luchtel <barryluchtel@gmail.com>
Sent: Thursday, February 14, 2013 12:03 PM
Subject: 8213 E. Redwing - $235,700

Here you do Denny, this is the one that is being vested in Densco Investment Corp. It's through John. Thanks again for all of your help!

--

Landon Luchtel
AZ Home Buyer LLC
7150 E. Camelback Rd #444
Scottsdale, AZ 85251
480-331-1819
Landon@AZHomeBuyer.com
www.AZHomeBuyer.com

I respond to all email w/in 24 hours. If your matter requires immediate attention, do not email. Please call or text me at 480.331.1819. Thanks!

EXHIBIT
738
DH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	4/8/2013 9:09:37 AM
To:	Barry Luchtel [barryluchtel@gmail.com]; Landon Luchtel [landonluchtel@gmail.com]
Subject:	Re: 8326 E Monterosa
Attachments:	DOT Home Buyer.docx; Note Home Buyer.docx

Attached are your docs.

thx
dc

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602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, April 8, 2013 9:02 AM
Subject: Re: 8326 E Monterosa

DeAnn Newhouse @ Fidelity National Title 480.273.8414

Wire to them would be great!

Thanks Denny!

Barry Luchtel
(515)225-0300

On Mon, Apr 8, 2013 at 10:03 AM, Denny Chittick <dcmoney@yahoo.com> wrote:
who is escrow co? am i wiring to you or them?
dc

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602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Monday, April 8, 2013 7:12 AM
Subject: 8326 E Monterosa

Hi Denny,

PP: 205K
Closing: April 10th (This Wednesday)
This one needs a little landscaping and interior cleanup before we throw it on the MLS
Buyer: AZ HOME BUYER LLC
Signer: Lando
Can you do around 200K on it?

Thanks!

Barry Luchtel
(515)225-0300

EXHIBIT
739
DH 3-7-19

LIMITED LIABILITY COMPANY RESOLUTION

THIS IS TO CERTIFY THAT at a meeting of the Members of **AZ Home Buyer, LLC**, a Limited Liability Company existing under the laws of the State of Arizona, duly called on the 10th day of April 2013, the following resolution was adopted and the same has not been revoked.

RESOLVED THAT either Landon Luchtel, as the sole Member of this company and Barry Luchtel, as an Authorized Agent of this company, acting jointly or severally are hereby authorized and empowered for and on behalf of and in the name of this Limited Liability Company and on such terms and conditions and in such amounts as they see fit:

To make, execute and deliver any and all instruments, including but not Limited to, Contracts, Escrow Instructions, Deeds, Notes, Deeds of Trust, Mortgages, Trust Agreements and all other instruments necessary to, or in connection with, the purchase or sale of, or the encumbrance of, real and personal property.

IN WITNESS WHEREOF, the Manager of this company has hereunto set their hand officially this 10th day of April, 2013

By: ______________________
Landon Luchtel, Member

By: ______________________
Barry Luchtel, Authorized Agent

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	5/3/2013 3:32:59 PM
To:	Landon Luchtel [landonluchtel@gmail.com]
Subject:	Fw: 1532 E. San Juan Ave. Phoenix
Attachments:	Note Home Buyer.docx; DOT Home Buyer.docx

EXHIBIT 740 DH 3-7-19

DenSco Investment Corp
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602-469-3001
602-532-7737 f

----- Forwarded Message -----
From: Denny Chittick <dcmoney@yahoo.com>
To: Barry Luchtel <barryluchtel@gmail.com>; Landon Luchtel <landonluchtel@gmail.com>
Sent: Thursday, May 2, 2013 8:37 PM
Subject: Re: 1532 E. San Juan Ave. Phoenix

i'm going to check with Eric, i don't konw the other players on this deal. it was bought 8/3/12 from trustee sale, then this guy bought it 4/26/13.
so we need to make sure we've got clear title and nothing hanging out there.
dc

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602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Thursday, May 2, 2013 5:05 PM
Subject: 1532 E. San Juan Ave. Phoenix

Hi Denny!

We just got one from Eric @ Buy AZ Foreclosures:

PP: 229K
COE: tomorrow
Buyer: AZ HOME BUYER LLC
Signer: Landon

Do you want to wire the entire amount and I'll put 5K in your account tomorrow, along with the money you got shorted from Lucas and the remaining balance from Redwing?

I've been away from email for a few days so I'm not current on your cash status but I'm hoping you are still sitting on the Redwing stack (of course it took so long to get that back you may not want to part with it again so soon!!)

Barry Luchtel
(480)256-2274

EXHIBIT
741
OH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	5/28/2013 7:02:36 PM
To:	Barry Luchtel [barryluchtel@gmail.com]
CC:	Landon Luchtel [landonluchtel@gmail.com]
Subject:	Re: SELL COE UPDATE FYI

just keep showing her your checks from the escrow co!

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Cc: Landon Luchtel <landonluchtel@gmail.com>
Sent: Tuesday, May 28, 2013 6:25 PM
Subject: Re: SELL COE UPDATE FYI

Yea, I keep telling my wife that when the burn rate is almost $2k/day, it doesn't really matter if I get the value meal or go a la cart in the drive through.

Barry Luchtel
(480)256-2274

On Tue, May 28, 2013 at 5:51 PM, Denny Chittick <dcmoney@yahoo.com> wrote:
i feel better and sleep better knowing you owe me more than 50k a month! because i look at this this way, you owe me 4.5 million!

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602-469-3001
602-532-7737 f

From: Landon Luchtel <landonluchtel@gmail.com>
To: Barry Luchtel <barryluchtel@gmail.com>
Cc: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Tuesday, May 28, 2013 5:18 PM
Subject: Re: SELL COE UPDATE FYI

We better buy more! I just don't feel right not paying Denny $50k a month, ha ha!

Landon Luchtel
AZ Home Buyer LLC
7150 E. Camelback Rd #444
Scottsdale, AZ 85251
480-331-1819
Landon@AZHomeBuyer.com
www.AZHomeBuyer.com

I respond to all email w/in 24 hours. If your matter requires immediate attention, do not email. Please call or text me at 480.331.1819. Thanks!

On Tue, May 28, 2013 at 4:56 PM, Barry Luchtel <barryluchtel@gmail.com> wrote:

	SELL COE
PENDING SELL	
9455 E Raintree #1002, Scottsdale	6/3/13
3409 N 34th St, Phoenix	6/3/13
13532 N 92nd Way, Scottsdale	6/6/13
6455 N 77th Way, Scottsdale	6/7/13
7920 E. Arlington #2, Scottsdale	6/11/13
9455 E Raintree #2001, Scottsdale	6/13/13
1611 E Summit Pl, Chandler	6/14/13
1531 E San Juan Ave, Phoenix	6/19/13
1409 E Brentrup Dr, Tempe	6/27/13

Thanks Denny!

Barry Luchtel
(480)256-2274

EXHIBIT
742
DH 3-7-19

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 6/13/2013 2:06:26 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re: Fw: CASH 6/10 - 6/14

we are good.

now send me an updated spreadhseet of closing for me to fund and that you know are coming in.thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Thursday, June 13, 2013 1:00 PM
Subject: Re: Fw: CASH 6/10 - 6/14

They should show up in 120 seconds!

Barry Luchtel
(480)256-2274

On Thu, Jun 13, 2013 at 11:28 AM, Denny Chittick <dcmoney@yahoo.com> wrote:
i cant' find these docs, perhaps i did something while on vacation, but can you sign and send to me plz
thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

----- Forwarded Message -----
From: Denny Chittick <dcmoney@yahoo.com>
To: Barry Luchtel <barryluchtel@gmail.com>
Sent: Monday, June 10, 2013 11:07 AM
Subject: Re: CASH 6/10 - 6/14

docs attached, ins requested , wire sent.
thx
dc

DenSco Investment Corp
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602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 10, 2013 10:59 AM
Subject: Re: CASH 6/10 - 6/14

Thanks Denny!!

1. Lend $124K
2. Escrow is with:

GAT
Carolyn S. Hubbard
Vice President/East Valley Branch Manager
1630 S. Stapley Dr., 131
Mesa, AZ 85204
Phone: (602) 324-2080
Fax: (480) 483-0724

3. Wire instructions attached!

Barry Luchtel
(480)256-2274

On Mon, Jun 10, 2013 at 10:53 AM, Denny Chittick <dcmoney@yahoo.com> wrote:

if you want me to fund it today, i need details.
1. how much to lend?
2. who is escrow co?
3. wiring instructions

the rest are probably doable since i have so much coming in this week.

dc

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602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 10, 2013 10:47 AM

Subject: Re: CASH 6/10 - 6/14

Yep, came up Friday. We're taking assignment of a contract.

Barry Luchtel
(480)256-2274

On Mon, Jun 10, 2013 at 10:44 AM, Denny Chittick <dcmoney@yahoo.com> wrote:

this one on 31st ave? came up this weekend and you have to close today?

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 10, 2013 10:19 AM
Subject: Re: CASH 6/10 - 6/14

Sorry to do that to you while you're on vacation, this looked a lot more manageable before I left for Little Rock Thursday than it does this Monday morning!

Barry Luchtel
(480)256-2274

On Mon, Jun 10, 2013 at 10:11 AM, Barry Luchtel <barryluchtel@gmail.com> wrote:

Denny,

Here is a spectacular log-jam of deals I've got coming up, we got four of these under contract over the weekend. Except for a closing in July, this is our whole pipeline. On the 31st file, I was planning on funding and having you backfill me if you don't have the cash.

What do you think?!

	COE	PURCH PRICE
PENDING BUY		
16401 N 31st Ave, Phoenix	6/10/13	$129,500
1626 N 60th Lane, Phoenix	6/10/13	$72,000
3736 E Dahlia Dr, Phoenix	6/14/13	$140,000
3747 E Dahlia Dr, Phoenix	6/14/13	$140,000
6440 N 77th Pl, Scottsdale	6/14/13	$166,000
11024 S Pipa St, Phoenix	6/15/13	115000
1057 W Laurel Ave, Gilbert	6/15/13	$150,000
4056 W Gardinia Ave, Phoenix	6/17/13	$66,000
15839 N 3rd St, Phoenix	6/17/13	$262,500
8301 E Fairmount	6/17/13	$198,000

Barry Luchtel
(480)256-2274

On Mon, Jun 10, 2013 at 8:13 AM, Denny Chittick <dcmoney@yahoo.com> wrote:

I'm starting the day with no available cash, all i've got is committed. i've got a million dollar request for friday i need to save up for. i do have over 4 million scheduled to come in, so i'm pretty confident in a day or two i'll have cash.

thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 11/6/2013 3:30:37 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re:

no problem. always glad to answer easy questions and give advice that's valued at it's rescpectable worth! Free!

DenSco Investment Corp
www.denscoinvestment.com
602-469-3001
602-532-7737 f

On Wednesday, November 6, 2013 4:29 PM, Barry Luchtel <barryluchtel@gmail.com> wrote:

> Thanks again for chatting with me about this business Denny! You've been a significant part of our success over the past eight years and we appreciate your all your help along the way!
>
> Barry Luchtel
> 480-256-2274

EXHIBIT
744
DH 3-7-19

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 1/8/2014 1:07:17 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re:

I actually have a meeting with him tomrorow at 10

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Wednesday, January 8, 2014 11:56 AM
Subject:

Any word from Beauchamp if Obama has put us out of business yet?

Barry Luchtel
480-256-2274

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 1/15/2014 9:16:17 AM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re:

EXHIBIT
745
DH 3-7-19

get me details

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wednesday, January 15, 2014 10:12 AM
Subject: Re:

Great! Kim has already drawn docs and I think seller is literally signing right now so let's fund outside of escrow.

$200K, COE Friday.

Thanks Denny!

Barry Luchtel
480-256-2274

On Wed, Jan 15, 2014 at 9:54 AM, Denny Chittick <dcmoney@yahoo.com> wrote:

yes

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Wednesday, January 15, 2014 9:40 AM
Subject:

Denny,

Do you have $200 for me friday if I need it? I'll know in 30 min

Barry Luchtel
480-256-2274

EXHIBIT 746 DH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	4/8/2014 1:55:29 PM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re: shit denny, on conference call w/ attorney.

you can imagine what a nightmare this is causing me today. i'ts good thing i don't own a gun

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Tuesday, April 8, 2014 1:48 PM
Subject: Re: shit denny, on conference call w/ attorney.

We switched to 1st Bank b/c of bullshit from bank of america six months ago!

On Tue, Apr 8, 2014 at 1:44 PM, Denny Chittick <dcmoney@yahoo.com> wrote:

bofa has closed my account becuase of suspious large dollar transactions in and out on a regular basis. i'm trying to get my account re-opned . i'll let you know

oh ya, they won't give me the money that's in there either.
dc

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>

Sent: Tuesday, April 8, 2014 1:42 PM
Subject: shit denny, on conference call w/ attorney.

dianna told me an hour ago that sellers on pasadena are closing tomorrow. but i would like to get the amount we discussed as i haven't received any payoffs yet today. what do you think?

--
Barry Luchtel
Kayak Capital, LLC
480-256-2274

--
Barry Luchtel
Kayak Capital, LLC
480-256-2274

EXHIBIT
747
DH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	5/7/2014 10:48:36 PM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re: How are you on cash early next week? I may need 150Kish

i've got 400 brothers!

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wednesday, May 7, 2014 1:28 PM
Subject: Re: How are you on cash early next week? I may need 150Kish

Hard money people jack me around all day and then I've got this extra spreadsheet over here called AZ HOME BUYER that my brother constantly jumps on and destroys my cash flow.... Thanks for your help!

On Wed, May 7, 2014 at 1:25 PM, Barry Luchtel <barryluchtel@gmail.com> wrote:
Well, i've got three closing this week I'll throw my own cash at but if things get hairy over here next week, and you have cash, I may pull some back out of a property.

On Wed, May 7, 2014 at 12:38 PM, Denny Chittick <dcmoney@yahoo.com> wrote:
Should be no prob send me details

Sent from Yahoo Mail for iPhone

From: Barry Luchtel <barryluchtel@gmail.com>;
To: Denny Chittick Mony <dcmoney@yahoo.com>;
Subject: How are you on cash early next week? I may need 150Kish
Sent: Wed, May 7, 2014 7:35:11 PM

--
Barry Luchtel
Kayak Capital, LLC
480-256-2274

--
Barry Luchtel
Kayak Capital, LLC
480-256-2274

--
Barry Luchtel
Kayak Capital, LLC
480-256-2274

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	6/23/2014 10:34:29 AM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re: Late fees

EXHIBIT
748
DM 3-7-19
PENGAD 800-631-6989

this is what my note says

In addition to any late charge on past due payments, interest will accrue at the rate of twenty-nine percent (29%) per annum ("Default Interest") on the unpaid principal balance upon the occurrence of a "Default" (hereafter defined). A "Default" shall occur (i) if any installment of accrued interest is not paid within 5 days of the date such payment was due, (ii) if the Note and all outstanding charges are not paid by the Maturity Date (for which no grace period is allowed), (iii) if there is a failure to comply with any of the terms of this Note or the Deed of Trust or guaranty which secures this Note, (iv) upon any bankruptcy, insolvency, dissolution or fraudulent conveyance by Maker, (v) upon any seizure, attachment or levy of Maker's assets, or (vi) upon the occurrence of any default under any other 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. TIME IS OF THE ESSENCE.

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Monday, June 23, 2014 10:24 AM
Subject: Late fees

Denny,

I'm still vetting out a lot of these slow-paying assholes so it may benefit me more than you to get this figured out. I would have an attorney get the exact verbiage but have you considered putting a paragraph in the note that says something like:

"borrower and lender agree that late fees will automatically be added to outstanding principal balance and all accumulated late fees and accelerated interest will be due in full at payoff. Borrower acknowledges that all late fees and accelerated interest will accrue at the fullest extent possible and notice of such has been deemed received upon execution of this note."

EXHIBIT 749 DH 3-7-19

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 9/22/2014 9:53:19 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re: 7007 N. Via De Amigos-PP: $265K, loan $250K
Attachments: DOT Home Buyer.docx; Note Home Buyer.docx

Attached are the docs, i'll wire you 250k to you tomorrow.
thx
dc

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Monday, September 22, 2014 4:45 PM
Subject: 7007 N. Via De Amigos-PP: $265K, loan $250K

Hi Denny,

I'm actually closing this one tomorrow, it's w/ American Title Service Agency. How about I just get them the funds and have you back fill me. I bought this one off the MLS and it just seems easier to do it that way since everyone has already signed docs. Does that sound good?

--
Barry Luchtel
480-256-2274

I respond to all email w/in 24 hours. If your matter requires immediate attention, do not email. Please call or text me at 480.256.2274. Thanks!

EXHIBIT
750
DH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	10/1/2014 9:13:00 AM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re: Drive report question

live off technology

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Wednesday, October 1, 2014 9:09 AM
Subject: Drive report question

Denny,

When you're writing a loan in Sun City West or Avondale and you don't want to personally drive the properties do you have a good company that swings by and takes a few pics for you or are you living off of google earth and other technology like that?

--
Barry Luchtel
480-256-2274

I respond to all email w/in 24 hours. If your matter requires immediate attention, do not email. Please call or text me at 480.256.2274. Thanks!

EXHIBIT
751
OH 3-7-19

LOAN PROCESSING

STEPS IN LOAN FUNDING:

1. *Barry receives borrower calls and approve loan amounts, schedule in the calendar. Email borrower and Kim to coordinate closing*
2. Generate and deliver Preliminary Lending Instructions to Title Co.
3. Email driver to get property pictures
4. Coordinate w/ Title and borrower for all required info and Alta-lenders policy. Save all items in loan Dropbox folder
    a. Borrower/Company Contact info in spreadsheet
    b. HUD
    c. Purchase Contract and Addendum
    d. Commitment
    e. Pictures
    f. Executed Kayak to Borrower Docs (include copy of drivers license)
    g. EOI- Prepaid for six months (Mortgagee to be Kayak Capital, LLC ISAOS 4301 N 75th St., STE 201, Scottsdale, AZ 85251
    h. Wire Instructions
    i. Recorded DOT
5. Generate Docs and deliver to title for execution
6. Gather fully executed/notarized docs and save in loan Dropbox folder
    a. Fully scanned copy of executed/notarized docs
    b. Completed ACH debit form
    c. Copy of borrower drivers license
7. Email Barry notification that file is completed and Title is ready for the wire.
8. *Barry initiate wire*
9. Gather recorded DOT and save in loan Dropbox folder
10. Setup automatic payment reminder

STEPS IN LOAN PAYOFF:

1. *Borrower or Title company requests payoff*
2. *Calculate and email payoff to Title, cc Kim*
3. Kim to prepare Full Release & Reconveyance and email to Barry
4. Execute, notarize and record Release once payoff funds have been received

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 11/18/2014 11:00:25 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re: Quick insurance question

EXHIBIT
752
DH 3-7-19

i opend the acct and moving everything over. thx for the referral.
dc

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From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Tuesday, November 18, 2014 1:14 PM
Subject: Re: Quick insurance question

I didn't read your whole email earlier but I see you're in a meeting. NBD on the loan, we'll do it next time.

I don't know that guy.

Thanks Denny, let me know what you come up with in there!

On Tue, Nov 18, 2014 at 12:56 PM, Barry Luchtel <barryluchtel@gmail.com> wrote:
Thanks Denny!

Do you want to make a $125K loan for two days? I'll pay you off Thursday? 209 E Manhatton Dr, Tempe, we bought for $130K and it's fully rehabbed. I would need the wire w/in the next 20 or 30 minutes...

If you're away from computer or don't want to mess w/ it absolutely NBD! A deal wants to close early and I'm tight on cash until tomorrow.

Thanks

On Tue, Nov 18, 2014 at 12:03 PM, Denny Chittick <dcmoney@yahoo.com> wrote:

get it changed to match the vesting of the property and your deed. if there is an issue it gives insurance company wiggle room.
it should easy for hte agent to change the name.
they technically have to insure it that way.

leaving in 30 mins to meet with first bank to hoepfully open an acct. i didn't talk to your gal, i've been talking to the president of the east valley a guy name joel. do you know him?

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From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Tuesday, November 18, 2014 11:57 AM
Subject: Quick insurance question

Hey Denny,

I am lending to an individual but the EOI has his LLC as the insured, I am named as the mortgagee. Does it matter that the EOI is under his LLC and the DOT is under his personal name?

Thanks!

--
Barry Luchtel
480.256.2274

--
Barry Luchtel
480.256.2274

--
Barry Luchtel
480.256.2274

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 3/31/2015 2:24:43 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re: I made it to Iowa

EXHIBIT
753
DH 3-7-19

good deal! now you'll truly understand the difference between boys and girls!

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Tuesday, March 31, 2015 2:23 PM
Subject: Re: I made it to Iowa

Thanks for the good advice! We've got a little girl due in June!

On Tue, Mar 31, 2015 at 4:21 PM, Denny Chittick <dcmoney@yahoo.com> wrote:

just in time for the heat to get turned on here!
smart boy!
good luck and make some more kids, one just isnt' enough of a challenge!

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Tuesday, March 31, 2015 2:18 PM
Subject: I made it to Iowa

Hey Denny,

We made it back here two weeks ago and we're pretty well settled in. Thanks again for all your help out there this time around, I don't expect we'll be moving back again but I look forward to keeping in touch!

Have a good week!

--

Barry Luchtel

License Information:
Company license | State - MB090754
Individual license | State - LO786719
Mortgage Capital & Investment LLC

--

Barry Luchtel

License Information:
Company license | State - MB090754
Individual license | State - LO786719
Mortgage Capital & Investment LLC

Message

From:	Dcmoney [dcmoney@yahoo.com]
Sent:	6/9/2015 9:50:55 AM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re: 4548 W Paradise Dr, Glendale---Loan Amt: $90,531.84

EXHIBIT
754
BH 3-7-19

Ya I have been working on it for a few weeks

On Jun 9, 2015, at 9:48 AM, Barry Luchtel <barryluchtel@gmail.com> wrote:

Hey, too bad those investors couldn't time their withdraw to coincide w/ your trip up North!

Barry Luchtel

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Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ
Hines Realty | Licensed Real Estate Salesperson IA
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On Tue, Jun 9, 2015 at 11:31 AM, Dcmoney <dcmoney@yahoo.com> wrote:
Basically I am not funding anything. I have three investors that for different unrelated reasons asked for 4.5 million back. I am about half way through the total so every time I get a close I am returning money and not funding deals

On Jun 9, 2015, at 9:22 AM, Barry Luchtel <barryluchtel@gmail.com> wrote:

Hey Denny, If I put this on your schedule when will you be able to cover it? We closed but I may want to get those funds back out

Barry Luchtel

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On Mon, Jun 8, 2015 at 1:28 PM, Barry Luchtel <barryluchtel@gmail.com> wrote:
Hey Denny,

I hope your cash situation has improved over there! Are you good to fund this puppy tomorrow? Outside of escrow, AZ Home Buyer is the buyer and title is w/ Amy Frink.

Thank you

Barry Luchtel

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Hines Realty | Licensed Real Estate Salesperson IA
If you're still reading this right now that is impressive!

EXHIBIT
755
DH 3-7-19

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 6/22/2015 10:55:18 AM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re: WWDD- What Would Denny Do

he's in bk now? no i've not done it. but ifhe's in BK, bank ok's it. you get first position on 50% LTV. if it goes south, it may take months if not a year to get your money back, but you are guaranteed to get it back!

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Monday, June 22, 2015 10:26 AM
Subject: WWDD- What Would Denny Do

Hi Denny, hope you had an awesome Fathers Day!

I'm 99% sure I already know the answer but would you/have you ever give a guy in Bankruptcy a 50% LTV equity pullout loan even if the Chicago Title will issue you an Alta Lender Policy and he has approval from the bankruptcy court to pull out the equity? It's a referral from a good referral source who also promised to sign a personal guarantee for the loan....

--
Barry Luchtel

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Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ
Hines Realty | Licensed Real Estate Salesperson IA

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 7/22/2015 12:18:54 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re: 8711 E. Dianna Dr

ok great, wire's been sent, i'm with first bank, so you should see it soon!
thx
dc

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602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wednesday, July 22, 2015 12:16 PM
Subject: Re: 8711 E. Dianna Dr

Thanks Denny! Still w/ first bank, wire instructions are attached.

I'll get these docs notarized here and scan them back to you right now!

Gracias!

On Wed, Jul 22, 2015 at 2:09 PM, Denny Chittick <dcmoney@yahoo.com> wrote:

attached are the docs, plz scan me a copy of your drivers license, i have to send it out to get notarized.

are you stil at first bank?
Tommy on insurance?
dc

DenSco Investment Corp
www.denscoinvestment.com
602-469-3001 C
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Wednesday, July 22, 2015 11:50 AM
Subject: 8711 E. Dianna Dr

Hey Denny,

I'd love to use that money! I bought this one a few weeks ago and we decided to keep it as a rental instead of wholesale it. Have a look and see if you can do. We bough the hell out of it at $115K but I could use $200K if you can swing it. I know that's not typical but this is the deepest buy we've had in over a year. Anything will do though, thanks for your help!

--
Barry Luchtel

License Information:
Company license | State - MB090754 Individual license | State - LO786719
Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ
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--

Barry Luchtel

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EXHIBIT
757
DH 3-7-19

Date: ____________ INVESTOR NO.________

DENSCO INVESTMENT CORPORATION
PROSPECTIVE PURCHASER QUESTIONNAIRE
(ACCREDITED INVESTORS)

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

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

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

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

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

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

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

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

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

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

PLEASE PRINT

I. INDIVIDUAL INVESTORS

A. GENERAL INFORMATION

Name of Investor* ______________________________
Residence Address ______________________________
____
City ________________ State __________ Zip Code ________-__________
Home Telephone Number (______) __________-__________
Email Address: ____________________
Work Number (________) __________-__________
Cellular Number (________) __________-__________
U.S. Citizen Yes No

Social Security Number (Investor) ______________________________

(Co Investor, if any)** ______________________________

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

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

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

____

Name of Beneficiary ______________________________

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

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

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

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

5. Are you age 21 or older? Yes No

B. INDIVIDUAL ACCREDITATION, SOPHISTICATION, AND SUITABILITY

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

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

Yes No

OR

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

Yes No

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

Dated this ________ day of ___________, 20________.

____
PRINT Name of Investor

____
PRINT Name of Co Investor, if any

____
Signature of Investor

____
Signature of Co Investor, if any

II. ORGANIZATIONAL INVESTOR

A. <u>GENERAL INFORMATION</u>

1. Name of Organization: ____

2. Date of Organization ____

3. Fiscal Year End ____

4. State and Country of Organization ______________________________

5. Taxpayer Identification Number ______________________________

6. Principal Business Address ______________________________________
____

7. Home Telephone Number (_______) __________-__________
Work Number (__________) __________-__________
Cellular Number (_________) __________-__________

8. Type of Organization and Business Description ________________________
____
____
____

9. Send Mail to: ____
____

10. Number of Equity Owners: ______________________________

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

B. <u>ORGANIZATION ACCREDITATION, SOPHISTICATION AND SUITABILITY</u>

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

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

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

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

1.9 The undersigned Organization certifies that it is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Name	Organization Position
______________________________	______________________________
______________________________	______________________________

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

Dated this ________ *day of* ________________, *20*________.

PRINT Name of Organization: ____

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

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

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

Organization: ____

EXHIBIT
758
DH 3-7-19

DENSCO INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen: Investment # 1 Date: November 30, 2015

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

- ☐ Accrual Note in the amount of \$ 87,000.00 for 12 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is \$50,000 with additional increments in a minimum of at least \$10,000).

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

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

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

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

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment. The undersigned has received and carefully reviewed the POM. The undersigned has relied solely on the information contained therein, and information otherwise provided to me in writing by the Company. The undersigned understands that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my attorney, accountant and Purchaser Representative. The undersigned is familiar with the Company's business objectives and the financial arrangements in connection therewith and the undersigned believes that the Note being purchased is the kind of securities that the undersigned wishes to hold for investment and that the nature and amount of the Note is consistent with my investment program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Miscellaneous**.

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

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

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

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

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

DATED: November 30, 2015

By: ______________________________
Signature of Investor

BLL Capital, LLC, Barry L. Luchtel, Managing Member of LLC
Print Name of Investor

Address:
5550 Wild Rose Ln., #400
WDM, IA 50266

SSN (or EIN): On File

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

____
Print Name of Co-Investor (if any)

Address:
____
____

SSN (or EIN): ____________________

Agreed to and accepted by DenSco Investment Corporation as of November 30, 2015.

By: ______________________________

Name: Denny J. Chittick

Title: President

Message

From: Dcmoney [dcmoney@yahoo.com]
Sent: 11/30/2015 1:09:35 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re: How do these look?

EXHIBIT
759
DH 3-7-19

Received wire

On Nov 30, 2015, at 2:01 PM, Barry Luchtel <barryluchtel@gmail.com> wrote:

> Good call!
>
> On Mon, Nov 30, 2015 at 2:57 PM, Dcmoney <dcmoney@yahoo.com> wrote:
> Ok I will confirm. Make sure he spells his name right
>
> On Nov 30, 2015, at 1:52 PM, Barry Luchtel <barryluchtel@gmail.com> wrote:
>
>> $87K coming your way from me, Lando is sending $104K right now as well! His subscription docs will follow!
>>
>> Thanks Denny!
>>
>> On Mon, Nov 30, 2015 at 2:45 PM, Barry Luchtel <barryluchtel@gmail.com> wrote:
>> Sounds good!! I know a true deal-guy never really hangs it up!! You've been talking about 5 years since 2013 and I just saw it get stretched to 6 or 7 years! I appreciate you keeping me in mind, it may be a good fit for all of us when the time is right!
>>
>> Thanks Denny, I'll email tomorrow when I send the wire!
>>
>> On Mon, Nov 30, 2015 at 2:36 PM, Denny Chittick <dcmoney@yahoo.com> wrote:
>>
>>> Hey Denny,
>>>
>>> Here are the subscription docs, please confirm they are filled out correctly. I will let you know the amount later today or tomorrow. I plan on sending the wire tomorrow, it will be somewhere between $50K and $85K if that works for you.
>>> ok
>>> i'll be awaiting
>>>
>>> I would like to roll the interest. Also, pls send me the PPM so I can throw it in my file as well.
>>> ok
>>> i've attached the PPM

I also wanted to followup on our discussion a few weeks ago about succession planning for DENSCO and our interest in being a part of that. Do you want to talk a little more specifically about what that a transition might look like and how you would (or wouldn't) continue to be a part of things even beyond your exit from day-to-day operations.

i really couldn't speak further about it, because i have no idea what things will look like where i'll be or what i'll want in 6 or 7 years from now. i couldn't give you any specific plans or ideas, i say, we'll leave it out there as an idea and as we get closer, we'll get more specific on the plan.

thx
dc

Thanks!!

--
Barry Luchtel

License Information:
Company license / State - MB090754 Individual license / State - LO786719
Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ
Hines Realty / Licensed Real Estate Salesperson IA

--
Barry Luchtel

License Information:
Company license / State - MB090754 Individual license / State - LO786719
Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ
Hines Realty / Licensed Real Estate Salesperson IA

--
Barry Luchtel

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--
Barry Luchtel

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EXHIBIT
760
DH 3-7-19
PENGAD 800-631-6989

DenSco Investment Corporation

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

STATEMENT
June 2016

INVESTOR

Name	BLL Capital, LLC Barry Luchtel
Address	5550 Wild Rose Ln., #400 WDM, IA 50266
Phone	515-225-0300

CURRENT INVESTMENT BALANCE

$93,275.78

INVESTMENT HISTORY

Investment	Date	Maturity
$87,000.00	11/30/15	11/30/16
Total Investment		**$87,000.00**

INVESTMENT ACCOUNTS

Accrual Account	**$92,352.26**
Interest	$923.52
Sub Total	$93,275.78
Quarterly Account	
Interest	
Interest Paid	
Sub Total	
Monthly Account	
Interest	
Interest Paid	
Sub Total	
Total Balance	**$93,275.78**

INTEREST EARNED

Year	Earnings
2015	$870.00
2016	$5,405.78
Total Earnings	**$6,275.78**

Thank you for investing with DenSco!

EXHIBIT
761
OH 3-7-19

DenSco Investment Corporation

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

STATEMENT
December 2015

INVESTOR

Name	BLL Capital, LLC Barry Luchtel
Address	5550 Wild Rose Ln., #400 WDM, IA 50266
Phone	515-225-0300

CURRENT INVESTMENT BALANCE

$87,870.00

INVESTMENT HISTORY

Investment	Date	Maturity
$87,000.00	11/30/15	11/30/16
Total Investment		**$87,000.00**

INVESTMENT ACCOUNTS

Accrual Account	**$87,000.00**
Interest	$870.00
Sub Total	$87,870.00
Quarterly Account	
Interest	
Interest Paid	
Sub Total	
Monthly Account	
Interest	
Interest Paid	
Sub Total	
Total Balance	**$87,870.00**

INTEREST EARNED

Year	Earnings
2015	$870.00
Total Earnings	$870.00

Thank you for investing with DenSco!

DOCID_00068384

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 1/8/2016 12:57:52 PM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re: another trustee sale question

EXHIBIT
762
DH 3-7-19

yes, i put the winning price, legal, street address, then after the trustee's deed is recorded a record my DOT. i know other lenders recorded thir DOT and re-record after the trustee's deed is recorded. you just don't want to be naked inbtween the time you pay for it and the trustee's deed gets recorded

DenSco Investment Corp
www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Friday, January 8, 2016 1:46 PM
Subject: Re: another trustee sale question

Do you slap a legal description on it or just record as is? (last question of the week I promise)

have a good weekend

On Fri, Jan 8, 2016 at 11:41 AM, Barry Luchtel <barryluchtel@gmail.com> wrote:
Thanks Denny!

On Fri, Jan 8, 2016 at 11:39 AM, Denny Chittick <dcmoney@yahoo.com> wrote:
yes, i record this see attached

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www.denscoinvestment.com 602-469-3001 C
602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Friday, January 8, 2016 10:33 AM
Subject: another trustee sale question

Hey Denny, do you record anything the day you fund these trustee sale loans?

Thanks!

--
Barry Luchtel

License Information:
Company license / State - MB090754 Individual license / State - LO786719
Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ
Hines Realty / Licensed Real Estate Salesperson IA

--
Barry Luchtel

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--

Barry Luchtel

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Hines Realty | Licensed Real Estate Salesperson IA

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 3/17/2016 1:52:47 PM
To: Barry@KayakCapital.com [barry@kayakcapital.com]
Subject: Re: Executed docs

monday is fine. drive safe

DenSco Investment Corp www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

---

From: "Barry@KayakCapital.com" <barry@kayakcapital.com>
To: Denny <dcmoney@yahoo.com>
Sent: Thursday, March 17, 2016 1:49 PM
Subject: Re: Executed docs

Hey Denny, my notary is out today too. We left early this morning for an overnight trip to Kansas City with the kids and I threw them on her desk but I just got a call that she's out today. Can I get you the notarized copies on Monday? I could run around down here and get it figured out but if it's no big deal to you Monday would be a heck of a lot easier.

On Wednesday, March 16, 2016, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:

> OK, we'll get it done tomorrow thanks
>
> On Wednesday, March 16, 2016, Denny <dcmoney@yahoo.com> wrote:
> Need the deeds notarized plz
>
> Sent from my iPad
>
> On Mar 16, 2016, at 6:53 PM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:
>
> > Hey Denny, please confirm this will suffice.
> >
> > Thanks for your help!!
> >
> > –
> >
> > **Barry Luchtel**
> >
> > Office: 480.256.2274
> > Fax: 480.522.1852

KAYAK
CAPITAL

License Information:
Company license | State - MB090754 Individual license | State - LO786719
Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ

<Note Home Buyer-6.pdf>

<Note Home Buyer-8.pdf>

<DOT Home Buyer-5.pdf>

<DOT Home Buyer-6.pdf>

--
Sent from my iPhone

--
Sent from my iPhone

EXHIBIT
764
DH 3-7-19

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 4/6/2016 8:33:58 AM
To: Barry@KayakCapital.com [barry@kayakcapital.com]
Subject: Re: My turn to help you!

i understand what you are doing, if it works to make you more efficient than that's great. i've got a system that works pretty well. it's not like i'm an old dog not willing to learn new tricks! i'm constantly trying to find more efficient ways of operating. i appreciate the info, who knows, i might use her.
thx
dc

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www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

From: "Barry@KayakCapital.com" <barry@kayakcapital.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Tuesday, April 5, 2016 8:54 PM
Subject: My turn to help you!

Hey Denny,

I really think you should give this a whirl. I know you have had Lauren come in and help you occasionally in the past but if you hired someone to consistently help it would be a game changer. It would also make the business worth more when you sell it or, would probably be so easy that you never would sell it!

I've attached the instructions I developed for Kim. The lines in **blue** are handled by me. There are so many total rock-star title girls out there who are looking for something different! As I mentioned I just pay her $125/file and charge it right to the borrower, collect it on payoff. I've literally never ever had anyone ever bat an eye at the fee. Of course I always bring it up after I give them the whole story of 'no origination fee, no $900 doc fee, no processing fee, no minimum interest, no extension fee, etc.' and then drop in the "we have one expense other than interest, it's a $125 third party payoff/reconveyance fee" and they usually laugh like they've dodged a bullet!

I don't want to get too philosophical w/ you here but now that I'm in the dad business I just realize how important time is and if I can make $400K/year grinding every damn components of this business 50 hrs/week or make $350K/year and literally just take borrower calls and comp houses, send a few wires and payoffs, it seems like a real no-brainer. And in fact, now 1stBank has a feature where we can authorize someone has limited access to only setup wires and submit them "for approval" and then you or I have to jump on and actually "release" the wire. You will never wait around on docs, email borrowers for updated EOI, or any of the other piddly $12/hr shit that's gobbling up your days.

I know you've been doing it your way for two decades but I really do hope you step back from it all and get a 1000 mile view on your operation and how this could affect your life positively. My final thought on things like this is, it's better to try them earlier than later because it would be a shame to hire someone in ten years and have the light bulb click on and think 'holy shit, I should have done this in 2016 instead of 2026'.

There you have it! A mile-long email of unsolicited advice!

--

Barry Luchtel

Office: 480.256.2274
Fax: 480.522.1852

KAYAK
CAPITAL

License Information:
Company license | State - MB090754 Individual license | State - LO786719
Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 4/29/2016 8:24:47 AM
To: Barry Luchtel [barryluchtel@gmail.com]
Subject: Re: Monthly Payment Reminder - 6713 E Palm Ln

EXHIBIT
765
DH 3-7-19
PENGAD 800-631-6989

i pay out 12% to earn 10 wouldn't make sense, nor would whati tell my investors would that be allowed.
i dont' have spare cash anyways, i'm keeping mine all at work too!

DenSco Investment Corp
www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Friday, April 29, 2016 8:14 AM
Subject: Re: Monthly Payment Reminder - 6713 E Palm Ln

Billpay has been initiated for delivery on 5/4.

Denny, I think I already know the answer but can you think of a way where it makes sense for you or Densco to invest some money in Kayak or somehow we could work together on loans I'm funding? I would pay you 10%, I send it out at 14% and we require a 15% down pmt. I've hit a lull in money coming in from investors but I still have borrowers beating down my door...you know how it goes!!

Thanks!

EXHIBIT
766
DH 3-7-19

Message

From:	Denny Chittick [dcmoney@yahoo.com]
Sent:	5/3/2016 12:03:24 PM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	Re: Fwd: Document Delivery Notice - Order #C1601283 Ref 1: 22 389 138 Ref 2: 7808 E. Diamond St., Scottsdale AZ 85257 Ref 3: AZ Home Buyer LLC

yes, plz

DenSco Investment Corp
www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Tuesday, May 3, 2016 11:52 AM
Subject: Re: Fwd: Document Delivery Notice - Order #C1601283 Ref 1: 22 389 138 Ref 2: 7808 E. Diamond St., Scottsdale AZ 85257 Ref 3: AZ Home Buyer LLC

I don't see them anywhere Denny. Not sure you even sent them, I think we closed this one while I was driving to Okoboji for the weekend so I must have already been in vacation mode and also missed it..

I'm happy to execute some as a formality if you need it for your records of course

On Tue, May 3, 2016 at 1:46 PM, Denny Chittick <dcmoney@yahoo.com> wrote:

i must be losing my mind, did you return these docs to me? i can't find them, electronic or physical and they aren't on my list of outstanding docs

DenSco Investment Corp
www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

From: Denny Chittick <dcmoney@yahoo.com>
To: Barry Luchtel <barryluchtel@gmail.com>
Sent: Wednesday, April 13, 2016 10:52 AM
Subject: Re: Fwd: Document Delivery Notice - Order #C1601283 Ref 1: 22 389 138 Ref 2: 7808 E. Diamond St., Scottsdale AZ 85257 Ref 3: AZ Home Buyer LLC

I wired the 175k and change.
here are the changed docs.
thx
dc

DenSco Investment Corp
www.denscoinvestment.com 602-469-3001
C 602-532-7737 f

From: Barry Luchtel <barryluchtel@gmail.com>
To: Denny Chittick Mony <dcmoney@yahoo.com>
Sent: Wednesday, April 13, 2016 10:46 AM
Subject: Fwd: Document Delivery Notice - Order #C1601283 Ref 1: 22 389 138 Ref 2: 7808 E. Diamond St., Scottsdale AZ 85257 Ref 3: AZ Home Buyer LLC

Hi Denny, Amy is ready for the wire on this one. Thanks so much for your help

---------- Forwarded message ----------
From: **Frink, Amy** <Amy.Frink@ctt.com>
Date: Tuesday, April 12, 2016
Subject: Document Delivery Notice - Order #C1601283 Ref 1: 22 389 138 Ref 2: 7808 E. Diamond St., Scottsdale AZ 85257 Ref 3: AZ Home Buyer LLC
To: "Luchtel, Landon" <landonluchtel@gmail.com>, barryluchtel@gmail.com

CHICAGO TITLE AGENCY

DOCUMENT DELIVERY NOTICE

Please click on the attachment(s) above to access your documents.

Good Morning

attached is the revised pre-audit for closing tomorrow

the amount to close is $175,993.03

I have a bunch of keys for you too. I reattached the Buyer's closing docs for you too

thanks!

Amy Frink
Chicago Title Agency
6710 N. Scottsdale Rd., Suite 100B
Scottsdale, AZ 85253

Phone: 480-998-9298
Fax: 480-998-9307
Amy.Frink@ctt.com

--
Sent from my iPhone

--

Barry Luchtel

License Information:
Company license | State - MB090754 Individual license | State - LO786719
Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ
Hines Realty | Licensed Real Estate Salesperson IA

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 6/23/2016 7:14:17 AM
To: Barry@KayakCapital.com [barry@kayakcapital.com]
Subject: Re: Alrighty!

EXHIBIT
767
OH 3-7-19
PENGAD 800-631-6989

we are goodwire, sent
dc

DenSco Investment Corp
www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

From: "Barry@KayakCapital.com" <barry@kayakcapital.com>
To: Dcmoney <dcmoney@yahoo.com>
Sent: Thursday, June 23, 2016 6:56 AM
Subject: Re: Alrighty!

Executed notarized DOT attached. thanks!

On Wed, Jun 22, 2016 at 3:32 PM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:
Executed note attached. Notarized DOT to follow in the morning. Thx

On Wed, Jun 22, 2016 at 3:31 PM, Dcmoney <dcmoney@yahoo.com> wrote:
K

On Jun 22, 2016, at 1:30 PM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:

> Thanks Denny, please schedule the wire for the morning. I'll get you paid back here shortly!
>
> On Wed, Jun 22, 2016 at 3:26 PM, Denny Chittick <dcmoney@yahoo.com> wrote:
>
> attached are the docs. do me a favora nd put me ont he short list to return funds when you get some.
> email me when i'm to wire

thx
dc

DenSco Investment Corp
www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

From: "Barry@KayakCapital.com" <barry@kayakcapital.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wednesday, June 22, 2016 1:21 PM
Subject: Re: Alrighty!

Wire instructions for Camello attached. Thx!

On Wed, Jun 22, 2016 at 1:57 PM, Denny Chittick <dcmoney@yahoo.com> wrote:

k

DenSco Investment Corp
www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

From: "Barry@KayakCapital.com" <barry@kayakcapital.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wednesday, June 22, 2016 11:54 AM
Subject: Re: Alrighty!

Hey that sounds good Denny, it's more than you originally thought was possible. I really appreciate the help!

I will send wire instructions when I get them from Amy today or tomorrow morning.

On Wed, Jun 22, 2016 at 1:44 PM, Denny Chittick <dcmoney@yahoo.com> wrote:

the most i commit to is 120k and 150k which is what i had said before, i cna't do 210k

Kiva is on the 24th $120K

De Camello is going the 23rd. Would like $210K

Outside of escrow seems easiest at this point.

What do you think?!

--

Barry Luchtel

Office: 480.256.2274
Fax: 480.522.1852

--

Barry Luchtel

Office: 480.256.2274
Fax: 480.522.1852

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--

Barry Luchtel

Office: 480.256.2274
Fax: 480.522.1852

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Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ

EXHIBIT 768 DH 3-7-19

NOTE SECURED BY DEED OF TRUST

$121,287.39

Phoenix, AZ (Date): June 23, 2016

Property Address: 2448 W Kiva Ave., Mesa, AZ 85202

For value received, AZ Home Buyer, LLC ("Maker") promises to pay to the order of DenSco Investment Corporation or assigns (the "Holder"), at 6132 W. Victoria Place, Chandler, AZ 85226 (or at such other place as the Holder may designate in writing), in lawful U.S. money the principal sum of $121,287.39($One Hundred Twenty-one Thousand Two Hundred Eighty-seven Dollars and Thirty-nine Cents) plus interest calculated on the basis of a 360-day year and charged for the actual number of days elapsed, from the date hereof until paid on the principal balance from time to time outstanding.

Interest shall accrue on the principal sum outstanding at the rate of eighteen percent (18%) per annum, and shall be payable monthly commencing one month from the date hereof (provided, however, that if there is no comparable date in the following month to the date on which this Note is executed, monthly installments of interest hereunder shall be due and payable on the last day of each of the five succeeding months). The entire principal balance, together with all unpaid accrued interest, shall be due and payable as a balloon payment on December 30, 2016, the date six months from the date of funding under this Note, or upon any earlier acceleration (the "Maturity Date"). If any payment becomes past due for more than five calendar days, Maker shall pay to Holder, in addition to the amount of the overdue payment, a late charge equal to ten percent (10%) of the unpaid accrued interest element of such overdue payment.

In addition to any late charge on past due payments, interest will accrue at the rate of twenty-nine percent (29%) per annum ("Default Interest") on the unpaid principal balance upon the occurrence of a "Default" (hereafter defined). A "Default" shall occur (i) if any installment of accrued interest is not paid within 5 days of the date such payment was due, (ii) if the Note and all outstanding charges are not paid by the Maturity Date (for which no grace period is allowed), (iii) if there is a failure to comply with any of the terms of this Note or the Deed of Trust or guaranty which secures this Note, (iv) upon any bankruptcy, insolvency, dissolution or fraudulent conveyance by Maker, (v) upon any seizure, attachment or levy of Maker's assets, or (vi) upon the occurrence of any default under any other 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. TIME IS OF THE ESSENCE.

Maker agrees to an effective rate of interest that is the above rate, plus any additional rate of interest resulting from charges or benefits received by Holder which a court or governing agency deems to be in the nature of interest paid. All payments on this Note shall be applied first in payment of any costs, fees or charges incurred in connection with the indebtedness evidenced hereby, then to Default Interest accrued, then to interest accrued, and then to reduce principal. This Note is secured by a Deed of Trust executed contemporaneously herewith.

Maker waives demand, diligence and presentment for payment, protest, and notice of extension, dishonor, protest and nonpayment of this Note. If Default occurs, Maker promises to pay all costs of collection, court and foreclosure, including reasonable attorneys' fees. No renewal or extension of this Note, delay in enforcing any right of Holder under this Note, acceptance of any late payment, or assignment by Holder of this Note shall constitute a waiver of Holder's right to exercise any of its rights during the continuance of any Default or upon a subsequent Default, or otherwise limit the liability of Maker. All rights of Holder under this Note are cumulative and may be exercised concurrently or consecutively at Holder's option.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative. This Note shall be construed in accordance with the laws of the State of Arizona, irrespective of its choice of law principles. This Note shall be binding upon Maker and its successors and assigns.

Signed this date: 06/23/2016

Borrower: **AZ Home Buyer, LLC** By: X

Name & Title: **Barry Luchtel, Managing Member of LLC**

Personally Guaranteed by: X **Printed Name:** X BARRY LUCHTEL

WHEN RECORDED MAIL TO:

DenSco Investment
6132 W. Victoria Place
Chandler, AZ 85226

County Recorder Helen Purcel
20160443693,06/24/2016 01:24
Electronic Recording
8108DOT-5-1-1--,N
Official Records of Maricopa

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST AND ASSIGNMENT OF RENTS

Date: June 23, 2016

TRUSTOR: AZ Home Buyer, LLC, an AZ Corporation

Address: 303 S 61st St., West Des Moines, IA 50266

BENEFICIARY: DenSco Investment Corporation, an Arizona corporation ("**Lender**")

Address: 6132 W. Victoria Place, Chandler, AZ 85226

TRUSTEE: Chicago Title Agency, Inc.

Address: 6710 N Scottsdale Rd., Ste#100B, Scottsdale, AZ 85253

PROPERTY in the County of Maricopa, State of Arizona, described as: Lot 214, Subdivision Knoell Villa Solano Unit Two, in the Book 215, of Maps, Page 45, in the plat record in the Recorder's Office of Maricopa County, Arizona.
Street address: 2448 W Kiva Ave., Mesa, AZ 85202

WITNESSETH THAT Borrower does hereby irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, the above-described real property;

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances and fixtures now or hereafter a part of the Property, and all rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Lender to collect and apply such rents, issues and profits. All replacements and additions also shall be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

FOR THE PURPOSE OF SECURING:

A. Performance of each and every agreement of Borrower herein contained. B. Payment of the principal sum of $121,287.39 (U.S. $One Hundred Twenty-one Thousand Two Hundred Eighty-seven Dollars and Thirty-nine Cents). This debt is evidenced by Borrower's NOTE or NOTES dated the same date as this DEED OF TRUST, and any extension or renewal thereof (collectively, if applicable, the "Note"). C. Payment of all additional sums and interest thereon which at any time now or hereafter are owed by Borrower to Lender, or its successors or assigns. D. Payment of any amounts hereafter advanced by Lender or paid on behalf of Borrower to perform any duties or obligations of Borrower hereunder, or otherwise to protect the Property or the lien of this Deed of Trust.

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

1. Borrower has the right to grant and convey the Property and that Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

2. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

3. Unless applicable law provides otherwise, all payments received by Lender under Paragraph 2 shall be applied first in payment of any costs or charges, then to Default Interest (as defined in the Note) accrued, then to interest accrued, and then to reduce principal.

4. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph 4. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 notice.

6. Borrower shall keep said Property in good condition and repair; not to remove or demolish any building thereon unless part of the construction plan approved in writing by Lender; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.

7. Borrower shall provide, maintain and deliver to Lender fire insurance and general liability insurance on the Property satisfactory to and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Borrower upon any indebtedness secured hereby and in such order as Borrower may determine, or at option of Borrower the entire amount so collected or any part thereof may be released to Lender. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8. Borrower shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Lender or Trustee may appear.

9. Borrower shall pay immediately and without demand all sums expended by Lender or Trustee pursuant to the provisions hereof, with interest from date of expenditure, at the rate of interest found on the Note.

10. Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall not do or allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small immaterial quantities of Hazardous Substances that are generally recognized to be appropriate to normal cleaning and maintenance purposes of a commercial or residential property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or any Hazardous Substance or Environmental Law of which Borrower has actual or constructive knowledge. If

Borrower learns, or is notified by any governmental or regulatory authority, that any removable or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Laws. As used in this Paragraph 10, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos, formaldehyde or dioxins, and radioactive materials. As used in this Paragraph 10, "Environmental Law" means all federal laws and laws of the state, county and city of the jurisdiction where the Property is located that relates to health, safety or environmental protection.

IT IS MUTUALLY AGREED:

11. Should Borrower fail to make any payment or to do any act as herein provided, then Lender or Trustee, but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon said Property for such purposes; (b) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; (c) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and (d) in exercising any such powers, or in enforcing this Deed of Trust by foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees. Any amounts dispersed by Lender under this Paragraph 11 shall become additional debt of Borrower's, secured by this Deed of Trust unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, with interest, upon demand from Lender to Borrower.

12. Any award of damages in connection with any condemnation for public use of or injury to said Property or any part thereof is hereby assigned and shall be paid to Lender who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

13. TIME IS OF THE ESSENCE IN EACH COVENANT OF THIS DEED OF TRUST; and that by accepting payment of any sums secured hereby after its due date, Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

14. At any time or from time to time, without liability therefor and without notice, upon written request of Lender and presentation of this Deed of Trust and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: (a) reconvey all or any part of said Property; consent to the making of any may or plat thereof; (b) join in granting any easement thereon; or (c) join in any extension agreement or any agreement subordinating the lien or change hereof.

15. As additional security, Borrower hereby gives to, confers upon and assigns to Lender the right, power and authority during the continence of these Trusts, to collect the rents, issues and profits of said Property, reserving unto Borrower the right, prior to any default by Lender payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Lender may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Property or any part hereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The entering upon and taking possession of said Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

16. The failure of Borrower to comply fully with the terms of the Note or this Deed of Trust shall constitute an immediate default hereunder, and the occurrence of any default under any other notes or deeds of trust

between the parties securing any other indebtedness owed by Borrower to Lender shall also constitute a default under this Deed of Trust. Upon any such default, Lender shall have the right, at its election, to accelerate immediately any or all of the loans, and proceed to enforce all of Lender's rights, in accordance with Arizona law, including without limitation, the right to foreclose any or all of the deeds of trust and pursue a deficiency judgment(s).

If the Property is sold, assigned or transferred, whether voluntarily, involuntarily, or by operation of law, the entire principal balance together with accrued interest and all other charges shall become immediately due and payable.

17. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Borrower, shall sell said Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Borrower, Trustee or Lender, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. § 33-812. To the extent permitted by law, an action may be maintained by Lender to recover a deficiency judgment for any balance due hereunder. Lender may foreclose this Deed of Trust as a realty mortgage.

If Property under this Deed of Trust is located in more than one county, regardless of whether Property is contiguous or not, Trustee may sell all Property in any one of the counties in which part of Property is located; and unless Trustee receives contrary written instructions from Lender or Borrower, Trustee may sell all Property either in parcels or in whole.

If indebtedness secured hereby is secured by one or more other deeds of trust, the upon default of Borrower in payment of indebtedness or performance of any other agreement with Lender, Trustee may sell Property subject to this Deed of Trust and to any other deeds of trust securing said indebtedness at Trustee's sale conducted serially.

Trustee is not obligated to notify any party hereto of pending sale under any other deeds of trust, or of any action or proceeding in which Borrower, Lender or Trustee shall be a party, unless brought by Trustee.

18. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Lender shall mean the holder and owner of the Note secured hereby; or, if the Note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Lender may, for any reason or cause, from time to time remove Trustee and appoint a substitute/ successor trustee to any Trustee appointed hereunder, and when any such substitution has been filed for record in the Office of the Recorder of the County in which the Property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees. Without conveyance to the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

20. The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without notice to Borrower. A sale may result in the change of the person who collects monthly payments due under the Note and this Deed of Trust.

21. Borrower/mortgagor hereby waives, releases and discharges any homestead exemption claimed or declared against Property.

22. If any term or provision of this Deed of Trust is held invalid or unenforceable by a court or arbitrator of competent jurisdiction, such terms shall be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term or provision cannot be so modified, it shall be severed and the remaining terms and provisions of this Deed of Trust shall be interpreted in such a way as to give maximum validity and enforceability to this Deed of Trust. The remaining terms and provisions hereof shall continue in full force and effect.

23. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower, except that Borrower shall pay any recordation costs.

Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held thereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Borrower in such reconveyance may be described as "the person or persons legally entitled thereto."

Request is hereby made that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to Borrower at its/his/her address hereinbefore set forth.

BORROWER: AZ Home Buyer, LLC

NAME and Title of Principal Borrower: Barry Luchtel, Managing Member of LLC

SIGNATURE: BL

STATE OF IOWA)
) ss.
COUNTY OF POLK)

ARLENE LUCHTEL
Notarial Seal - Iowa
Commission Number 794685
My Commission Exp. Feb 19, 2019

This Instrument was acknowledged before me this 23rd day of June, 2016.
By: Barry Luchtel

Commission Expires: 2-19-2019

Arlene Luchtel
Notary

CHICAGO TITLE AGENCY, INC.

J N. Scottsdale Road, Suite 100-B, Scottsdale, AZ 852

Phone: (480) 998-9298 Fax: (480) 998-9307

Combined Closing Statement

Final

Escrow No: C1605479 - 330 AF1 **Close Date:** 06/24/2016 **Proration Date:** 06/24/2016 **Disbursement Date:**

Buyer(s)/Borrower(s): AZ Home Buyer, LLC

Seller(s): James G. Arney

This is to certify that this is a full and complete copy of the original
CHICAGO TITLE AGENCY
By:
Amy Frink

Property: 2448 W. Kiva Ave.
Mesa, AZ 85202

Brief Legal: Lot 214, of Knoell Villa Solano Unit 2 Lot 123-242 TR A-C, Map Book 215, Map Page 45

Seller Debit	Seller Credit	Description	Buyer Debit	Buyer Credit
		TOTAL CONSIDERATION:		
	120,000.00	Total Consideration	120,000.00	
		ESCROW CHARGES:		
		Escrow Fee to Chicago Title Agency, Inc.	500.00	
		TITLE CHARGES:		
		Owners Policy $120,000.00 to Chicago Title Agency, Inc.	552.00	
		Signing Service Fees to Nationwide Signing Services, L	75.00	
		Recording Service Fee to Chicago Title Agency, Inc.	60.00	
		ADDITIONAL CHARGES:		
		All 2015 Property Taxes Paid to Maricopa County Treasurer (Seller POC 935.50)		
		HOA Dues 2nd Qtr to The Dobson Association (Seller POC 138.60)		
		HOA Dues 3rd Qtr to The Dobson Association	138.60	
		HOA Transfer Fee to The Dobson Association	200.00	
		HOA Resale Disclosure Fee to The Dobson Association	200.00	
		PRORATIONS AND ADJUSTMENTS:		
447.30		County Taxes from 1/1/2016 to 6/24/2016 based on the Annual amount of $935.50		447.30
	9.09	Assessments from 6/24/2016 to 6/30/2016 based on the Quarterly amount of $138.60	9.09	
		PAYOFFS:		
69,712.96		Payoff to PNC Mortgage		
		Principal balance 69,330.53		
		Interest From 06/01/2016 to 07/01/2016 339.43		
		Recordation fee 13.00		
		Priority Service Fee 30.00		
70,160.26	120,009.09	Sub Totals	121,734.69	447.30
49,848.83		Proceeds Due Seller / Balance Due From Buyer		121,287.39
120,009.09	120,009.09	Totals	121,734.69	121,734.69

DOCID_00485892

Chicago Title Agency, Inc.

6710 N. Scottsdale Road, Suite 100-B, Scottsdale, AZ 85253
Phone: (480) 998-9298 • Fax: (480) 998-9307
ChicagoTitleArizona.com

THIRD PARTY DEPOSIT ESCROW INSTRUCTIONS

TO: Chicago Title Agency, Inc.

Date: June 22, 2016
Escrow No.: **C1605479-330-AF1**

☐ I hand you herewith my check in the amount of $__________.

OR

☑ I have wired $ 121,287.39 to your trust account.

You are instructed to apply these funds together with any and all additional deposits made by me/us for any purpose in connection with required deposits or closing funds in the above numbered escrow for the benefit of **AZ Home Buyer, LLC** , a party to this escrow. You are authorized to use said funds in completing the escrow under instructions given or to be given to you by said party. I hereby waive any present or future interest in said funds.

If these funds are for the benefit of the buyer and the buyer is obtaining a new loan in order to complete the transaction, you are authorized to share the details of this deposit, including the bank account information the funds came from with the buyer's new lender.

I acknowledge and understand the escrow instructions may call for a release of said funds prior to the close of escrow thereof, and may contain provisions regarding disbursement of funds in the event this escrow, is terminated. Any such payment of these funds in accordance with the instructions of the parties to this escrow is without liability or recourse upon Chicago Title Agency, Inc. for the return of said money.

In the event this escrow is cancelled or your agency is revoked, any portion of these funds remaining on deposit, are NOT subject to disbursement (payment) instructions of the parties, shall be refunded solely in accordance with the instructions of the parties to this escrow.

Third Party Depositor:
DocuSigned by:
DENNY CHITTICK
DenSco Investment Corp
By: Denny Chittick
Its: President

Address: 6132 W Victoria Pl
Chandler, AZ 85226
Phone: 602-469-3001

The undersigned hereby accept and approve said funds for use in the above numbered escrow.

DocuSigned by:
Barry (Buyer) Luchtel

AZ Home Buyer, LLC
By: Barry Luchtel
Its: Authorized Agent

Date: 6/22/2016

EXHIBIT
769
DH 3-7-19

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 7/19/2016 1:52:59 PM
To: Barry@KayakCapital.com [barry@kayakcapital.com]
Subject: Re: are you sitting on money this week?

i'm so glad it worked out for you!

DenSco Investment Corp
www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

From: "Barry@KayakCapital.com" <barry@kayakcapital.com>
To: Dcmoney <dcmoney@yahoo.com>
Sent: Tuesday, July 19, 2016 1:50 PM
Subject: Re: are you sitting on money this week?

Well you know how it goes; I had a $183K payoff wire come in unexpectedly 90 min before wire cutoff and then title said the file has pushed to Thursday.

Thanks again for all your help Denny, have a good evening!

On Mon, Jul 18, 2016 at 4:08 PM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:
okay cool! Thanks Denny. I'll wait some more!

On Mon, Jul 18, 2016 at 4:02 PM, Dcmoney <dcmoney@yahoo.com> wrote:
I didn't get money in nor did I get a single email back from the four escrow agents telling me the disposition

On Jul 18, 2016, at 2:00 PM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:

> Did you strike it rich before wire cutoff? My magic number for tomorrow is 100
>
> On Mon, Jul 18, 2016 at 1:04 PM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:
> Join the club! I'll standby, thx
>
> On Monday, July 18, 2016, Denny Chittick <dcmoney@yahoo.com> wrote:
> # i'm still trying to figure out cash

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From: "Barry@KayakCapital.com" <barry@kayakcapital.com>
To: Dcmoney <dcmoney@yahoo.com>
Sent: Monday, July 18, 2016 10:43 AM
Subject: Re: are you sitting on money this week?

Hmm, will you have anything available for me tomorrow? We could do the note for the whole $200K and you could partially fund tomorrow and send the rest when you get it?

On Mon, Jul 18, 2016 at 10:02 AM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:
I hear that! Thanks for your help Denny!

On Mon, Jul 18, 2016 at 10:00 AM, Dcmoney <dcmoney@yahoo.com> wrote:
Every payoff that doesn't come in changes my cash flow

On Jul 18, 2016, at 7:59 AM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:

> shoot, yes it does. I hope that doesn't put a monkey wrench in your plan to get rich this week...
>
> On Mon, Jul 18, 2016 at 9:58 AM, Dcmoney <dcmoney@yahoo.com> wrote:
> K does that mean I won't be getting back the 120k?
>
> On Jul 18, 2016, at 7:57 AM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:
>
>> Alright, please put my name on $200K when you get it! Thank you
>>
>> On Mon, Jul 18, 2016 at 9:46 AM, Denny <dcmoney@yahoo.com> wrote:

Not yet, but I am hoping to get rich this week

Sent from my iPad

On Jul 18, 2016, at 7:38 AM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:

> I just purchased 708 W. Straford Dr, Chandler last week for $200K and may have you fund me out of this if you're sitting on cash. Not positive yet but wanted to check on your availability for the idea.
>
> Thx
>
> --
>
> **Barry Luchtel**
>
> Office: 480.256.2274
> Fax: 480.522.1852
>
> *License Information:*
> *Company license | State - MB0907754 Individual license | State - LO786719*
> *Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ*
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--

Barry Luchtel

Office: 480.256.2274
Fax: 480.522.1852

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--
Sent from my iPhone

--

Barry Luchtel

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Fax: 480.522.1852

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--

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--

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Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ

Message

From:	Dcmoney [dcmoney@yahoo.com]
Sent:	7/19/2016 8:39:22 AM
To:	Barry@KayakCapital.com [barry@kayakcapital.com]
Subject:	Re: Monthly Payment Reminder - 2448 W Kiva Ave

EXHIBIT
770
OH 3-7-19

I will sorry!

On Jul 19, 2016, at 8:38 AM, Barry@KayakCapital.com <barry@kayakcapital.com> wrote:

> I understand that! You're always my first stop for fixing problems before I go to Plan B with my ski mask and getaway driver, so nbd. Thanks for working on it Denny. When you get some extra cash drop me a line!
>
> Thank you
>
> On Tue, Jul 19, 2016 at 10:30 AM, Denny Chittick <dcmoney@yahoo.com> wrote:
>
> no it's a black knight. i'm not getting money in and i can't put my cash flow in more of a challenge to solve yours! i'm sorry.
> dc
>
> DenSco Investment Corp
> www.denscoinvestment.com 602-469-3001
> C 602-532-7737 f
>
> > **From:** "Barry@KayakCapital.com" <barry@kayakcapital.com>
> > **To:** Denny Chittick <dcmoney@yahoo.com>
> > **Sent:** Tuesday, July 19, 2016 8:27 AM
> > **Subject:** Re: Monthly Payment Reminder - 2448 W Kiva Ave
> >
> > I thought this email was you riding in on a white horse to save the day!
> >
> > On Tue, Jul 19, 2016 at 10:23 AM, Denny Chittick <dcmoney@yahoo.com> wrote:

Attached is the monthly payment reminder for 2448 W Kiva Ave
thx
dc

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www.denscoinvestment.com 602-469-3001 C 602-532-7737 f

--

Barry Luchtel

Office: 480.256.2274
Fax: 480.522.1852

License Information:
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Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ

--

Barry Luchtel

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EXHIBIT
771
DH 3-7-19

Start Time: 7/28/2016 3:25:48 PM(UTC-7)
Last Activity: 8/2/2016 9:07:24 PM(UTC-7)
Participants: +15152250300 Barry Luchtel
From: From: +15152250300 Barry Luchtel
Timestamp: 7/28/2016 3:25:48 PM(UTC-7)
Source App: iMessage
Body:
No need to call back, I just emailed you. Thx

From: From: +15152250300 Barry Luchtel
Timestamp: 7/29/2016 9:42:33 AM(UTC-7)
Source App: iMessage
Body:
How's it going over there Denny

From: From: +15152250300 Barry Luchtel
Timestamp: 8/2/2016 9:07:24 PM(UTC-7)
Source App: iMessage
Body:
Palms 34:18 The Lord is close to the brokenhearted and saves those who are crushed in spirit.

To: Beauchamp, David G.[DBeauchamp@ClarkHill.com]
Cc: rzkoehler@gmail.com[rzkoehler@gmail.com]; rzkoehler@yahoo.com[rzkoehler@yahoo.com]
From: Shawna Heuer
Sent: Fri 8/5/2016 1:12:56 PM
Subject: Re: DENSCO PAYOFF OUTSTANDING LOANS

EXHIBIT 772 DH 3-7-19
PENGAD 800-631-6989

Hi, I'm not having a good day today. Not that this is an excuse, just struggling with my family.
I sort of understand what is being discussed here, so as long as Robert can tell me what I need to do, then I can follow his direction. Thank you Robert.

I have a new reliable foresenic accountant lead that I am going to contact right now. I'll let you know their response, and what time frame and cost I have to look forward to.

Thank you both.

On Fri, Aug 5, 2016 at 11:56 AM, Beauchamp, David G. <DBeauchamp@clarkhill.com> wrote:

Robert:

Thank you. I have a call into the Enforcement Office of the AZ Securities Division to ask them how do they want us to proceed with these pay-offs.

The Notice from the Bankruptcy Court in the Scott Menaged matter was for the abandonment of the real property at 10510 E. Sunnyside Drive, Scottsdale, which terminates the Bankruptcy Court's automatic stay for that property. I believe that address is security for a portion of Denny's loans. I will also ask Enforcement for how do they want to proceed with starting the foreclosure sale process on that property.

Best regards, David

David G. Beauchamp

CLARK HILL PLC
14850 N Scottsdale Rd | Suite 500 | Phoenix, Arizona 85254
480.684.1126 (direct) | 480.684.1166 (fax) | 602.319.5602 (cell)
dbeauchamp@clarkhill.com | www.clarkhill.com

From: rzkoehler@gmail.com [mailto:rzkoehler@gmail.com]
Sent: Friday, August 05, 2016 11:30 AM
To: Beauchamp, David G.
Cc: rzkoehler@yahoo.com; Shawna Heuer (2chittickboys2@gmail.com)
Subject: Re: DENSCO PAYOFF OUTSTANDING LOANS

I can help Shawna with this. I am not sure if Densco should use Denny's old releases as opposed to just having Shawna sign new ones when she has that ability?

Sent from my iPhone

On Aug 4, 2016, at 6:31 PM, Beauchamp, David G. <DBeauchamp@ClarkHill.com> wrote:

Robert and Shawna:

I am forwarding this email to both of you, because it asks about the process for a pay-off calculation and to obtain Deeds of Release and Reconveyance. I know that that you both briefly discussed that there are some signed releases in Denny's files, but I do not know if there are releases for the loans to Barry Luchtel's company. I also do not have the information to calculate the pay-off amounts. As is shown in the email to Barry, I did ask for the time-frame for the pay-offs. I will forward his response to you when I receive it.

Thank you.

Best regards, David

David G. Beauchamp

CLARK HILL PLC
14850 N Scottsdale Rd | Suite 500 | Phoenix, Arizona 85254
480.684.1126 (direct) | 480.684.1166 (fax) | 602.319.5602 (cell)
dbeauchamp@clarkhill.com | www.clarkhill.com

From: Beauchamp, David G.
Sent: Thursday, August 04, 2016 6:21 PM
To: Barry@KayakCapital.com
Subject: RE: DENSCO PAYOFF OUTSTANDING LOANS

Hi Barry:

Thank you for your email and for raising good questions. I had raised a similar question about the on-going operations. Basically, Denny signed the Deeds of Release and Reconveyance for the loans that he expected pay off within a short period of time. Those are in the files. Yours are probably part of those signed documents. I will ask for someone to look for them after we talk to the AZ Securities Division to clarify the directions we have received. What is your time-frame for the calculation of the pay-off amount and to obtain the releases?

Your other question concerns the process to convert previous interest payments to the recapture of principal to reduce the applicable taxes. In previous work-outs of investments, this adjustment is normally done as the first part of an approved final plan (to recapture as many years of interest as possible), which cannot be approved until after the fact-finding process is completed. In most cases that step is necessary, but we will not know until we have better information.

We will get back to you as soon as we have some more information.

Best regards, David

David G. Beauchamp

CLARK HILL PLC

14850 N Scottsdale Rd | Suite 500 | Phoenix, Arizona 85254
480.684.1126 (direct) | 480.684.1166 (fax) | 602.319.5602 (cell)
dbeauchamp@clarkhill.com | www.clarkhill.com

From: barryluchtel@gmail.com [mailto:barryluchtel@gmail.com] **On Behalf Of** Barry@KayakCapital.com
Sent: Thursday, August 04, 2016 10:08 AM
To: Beauchamp, David G.
Subject: DENSCO PAYOFF OUTSTANDING LOANS

HI David,

I'm sorry to be contacting you under these circumstances. You have the unenviable task of winding this down, which quite frankly may be impossible to do w/out sending this mess into bankruptcy.

My company has two loans with DENSCO that we would like to payoff, what its he process for that?

Also, we have IRA funds invested in DENSCO.

1) If this goes into receivership or bankruptcy will there possibly be a clawback of interest payments that have been made to investors. I think something like that, beginning from the time the fraud began would be fair and equitable to the investors. I think the goal should be to get back interest payments made since the fraud began and look to make all investors whole from a principal standpoint.

2) Denny took our investment six months ago on an accrual basis so we haven't seen a penny of interest.

Thank you

--

Barry Luchtel

Office: 480.256.2274

Fax: 480.522.1852

License Information:

Company license / State - MB090754 Individual license / State - LO786719

Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ

From: Sara Beretta <SBeretta@simonconsulting.net>
To: '1goodlife65@gmail.com'; 'acatejr@gmail.com'; 'anthjen@yahoo.com'; 'artnina@hotmail.com'; 'Aztonysmith@aol.com'; 'aztonysmith@gmail.com'; 'bji@cox.net'; 'bjodenthal@frontier.com'; 'Brinkman, Robert'; 'burdett.anthony@gmail.com'; 'Burkhardt, Kennen'; 'Bush, Warren'; 'butlerv@yahoo.com'; 'bwenig@cox.net'; 'carricks3@ak.net'; 'chering@gblaw.com'; 'Chittick, Carlene'; 'czj528@hotmail.com'; 'dariosdad@gmail.com'; 'dave@prestoncpa.biz'; 'davedubay@gmail.com'; 'DeTota, Scott'; 'dhowze@cox.net'; 'Dirks, Amy'; 'Dirks, Brad'; 'don-cindy@cableone.net'; 'doriann@cox.net'; 'Dupper, Russ'; 'eileen@4moneymakers.com'; 'eileencohen@me.com'; 'Einck, Todd'; 'epcarrick@gmail.com'; 'glenpdavis@gmail.com'; 'gsiegford@msn.com'; 'hahnaz2@cox.net'; 'hey.ralph01@gmail.com'; 'hikthestik@aol.com'; 'Hood, Craig'; 'Jack Davis'; 'jamccoy32@gmail.com'; 'jbhok@yahoo.com'; 'jemmakopel@hotmail.com'; 'jgsiegford@yahoo.com'; 'jimmy@flytrapproductions.com'; 'jimmy@jimmytrainor.com'; 'jimpatmc44@gmail.com'; 'jkjetto@yahoo.com'; 'jphalen00@aol.com'; 'jwalker113@cox.net'; 'kayell121@cs.com'; 'kaylene.moss@techdata.com'; 'krzonca1@cox.net'; 'landonluchtel@gmail.com'; 'lanka2000@yahoo.com'; 'laurie@weiskopfdesigns.com'; 'Laurieweiskopf@gmail.com'; 'Ledet, Wayne'; 'lkopel22@hotmail.com'; 'Locke, Jean'; 'Luchtel, Barry'; 'mark.wenig@gmail.com'; 'mbencekent@yahoo.com'; 'memaconrad@yahoo.com'; 'mlminvestor@gmail.com'; 'mscroggin@me.com'; 'nihad@transedia.com'; 'nihad@yahoo.com'; 'patsmiller21@gmail.com'; 'paul.kent@yahoo.com'; 'Paul_a_kent@yahoo.com'; 'Pearce, Marlene'; 'Peter.Rzonca@Avnet.com'; 'pldupper@gmail.com'; 'ralph@kaisertile.net'; 'rgriswold3@stny.rr.com'; 'robertflawson@gmail.com'; 'rzkoehler@gmail.com'; 'rzkoehler@yahoo.com'; 'sbunger@cox.net'; 'sdtuttle@gmail.com'; 'Sherriff, Stewart'; 'smschloz@msn.com'; 'steve@bunger.me'; 'Swirtz, Nancy L.'; 'Swirtz, William'; 'terryleeAZ@comcast.net'; 'thomasbyrne11@gmail.com'; 'Thompson, Coralee'; 'Thompson, Gary'; 'trovita@gmail.com'; 'valeriepaxton@gmail.com'; 'vimuscat@gmail.com'; 'wade@threecreeksbrewing.com'; 'wadeunderwood@hotmail.com'; 'Wellman, Mike & Carol'; 'Wenig, Brian & Carla'; 'wka@caribbeanpoolsaz.com'; 'yusuf@comsiscomputer.com'; 'Don And Cindy'
Sent: 2/24/2018 12:08:12 AM
Subject: Crime Watch Daily story regarding Scott Menaged and DenSco

Dear Investors:

The Receiver was contacted by Elisa Babigian, a reporter for *Crime Watch Daily with Chris Hansen*, who is doing a story on Scott Menaged and how his case unfolded with the Receiver's discovery of the DenSco fraud. Elisa's team wants to put this story out there to alert people what can happen and offer any tips to protect themselves. Elisa would like to hear from some of the investors who suffered larger losses and/or investors who had to return to work post-retirement as a result of the fraud. If you are interested in being interviewed for this story, please contact Elisa directly at 818.972.8503 or Elisa.Babigian@CrimeWatchDaily.com. You are welcome to contact her with any questions before you commit to an interview.

Sincerely,

Sara Beretta, CPA, CFE, CFI
Director

SIMON CONSULTING

Office: 602-279-3185 - Web: SimonConsulting.net
3200 North Central Avenue, Suite 2460, Phoenix AZ 85012
[illegible]

From: Sara Beretta
Sent: Thursday, December 07, 2017 11:40 AM
To: 1goodlife65@gmail.com; 'acatejr@gmail.com'; 'anthjen@yahoo.com'; 'artnina@hotmail.com'; 'Aztonysmith@aol.com'; 'aztonysmith@gmail.com'; 'bji@cox.net'; 'bjodenthal@frontier.com'; 'Brinkman, Robert'; 'burdett.anthony@gmail.com'; 'Burkhardt, Kennen'; 'Bush, Warren'; 'butlerv@yahoo.com'; 'bwenig@cox.net'; 'carricks3@ak.net'; chering@gblaw.com; 'Chittick, Carlene'; 'czj528@hotmail.com'; 'dariosdad@gmail.com'; 'dave@prestoncpa.biz'; 'davedubay@gmail.com'; 'DeTota, Scott'; 'dhowze@cox.net'; 'Dirks, Amy'; 'Dirks, Brad'; 'don-cindy@cableone.net'; 'doriann@cox.net'; 'Dupper, Russ'; eileen@4moneymakers.com; 'eileencohen@me.com'; 'Einck, Todd'; 'epcarrick@gmail.com';

'glenpdavis@gmail.com'; 'gsiegford@msn.com'; 'hahnaz2@cox.net'; 'hey.ralph01@gmail.com'; 'hikthestik@aol.com'; 'Hood, Craig'; 'Jack Davis'; 'jamccoy32@gmail.com'; 'jbhok@yahoo.com'; 'jemmakopel@hotmail.com'; 'jgsiegford@yahoo.com'; 'jimmy@flytrapproductions.com'; 'jimmy@jimmytrainor.com'; 'jimpatmc44@gmail.com'; 'jkjetto@yahoo.com'; 'jphalen00@aol.com'; 'jwalker113@cox.net'; 'kayell121@cs.com'; 'kaylene.moss@techdata.com'; 'krzonca1@cox.net'; 'landonluchtel@gmail.com'; 'lanka2000@yahoo.com'; 'laurie@weiskopfdesigns.com'; 'Laurieweiskopf@gmail.com'; 'Ledet, Wayne'; 'lkopel22@hotmail.com'; 'Locke, Jean'; 'Luchtel, Barry'; 'mark.wenig@gmail.com'; 'mbencekent@yahoo.com'; 'memaconrad@yahoo.com'; 'mlminvestor@gmail.com'; 'mscroggin@me.com'; nihad@transedia.com; 'nihad@yahoo.com'; 'patsmiller21@gmail.com'; paul.kent@yahoo.com; 'Paul_a_kent@yahoo.com'; 'Pearce, Marlene'; 'Peter.Rzonca@Avnet.com'; 'pldupper@gmail.com'; 'ralph@kaisertile.net'; 'rgriswold3@stny.rr.com'; 'robertflawson@gmail.com'; 'rzkoehler@gmail.com'; 'rzkoehler@yahoo.com'; 'sbunger@cox.net'; 'sdtuttle@gmail.com'; 'Sherriff, Stewart'; 'smschloz@msn.com'; 'steve@bunger.me'; 'Swirtz, Nancy L.'; 'Swirtz, William'; 'terryleeAZ@comcast.net'; 'thomasbyrne11@gmail.com'; 'Thompson, Coralee'; 'Thompson, Gary'; 'trovita@gmail.com'; 'valeriepaxton@gmail.com'; 'vimuscat@gmail.com'; 'wade@threecreeksbrewing.com'; 'wadeunderwood@hotmail.com'; 'Wellman, Mike & Carol'; 'Wenig, Brian & Carla'; 'wka@caribbeanpoolsaz.com'; 'yusuf@comsiscomputer.com'
Subject: DenSco - Menaged's Sentencing Hearing & Victim Impact Statements
Importance: High

Dear Investors:

On October 24, 2017, the Receiver notified investors of Scott Menaged's plea agreement and invited each of you to notify the Receiver of your willingness to provide a victim impact statement to the United States Attorney describing the effect of the Menaged/DenSco fraud upon you. We received notice from eleven (11) investors wishing to provide a victim impact statement. The Receiver's counsel provided this list to the U.S. Attorney on November 10, 2017. ***However, the Receiver has now been asked to coordinate directly with investors to obtain victim impact statements.*** As victims in this matter, you are welcome and encouraged to provide victim impact statements describing how you were impacted by Menaged's crimes financially, emotionally, personally, and/or any other manner in which you were affected. The government has already provided the Court with the facts and numbers in this case, but only the victims' comments can truly express the full impact of Menaged's crimes. The information you provide will weigh on the Judge's decision with regard to Menaged's prison sentence.

Scott Menaged's sentencing hearing has been expedited and is scheduled to occur at **9:00 am on December 19, 2017** at the following location:

Judge G Murray Snow—Courtroom 602
401 West Washington Street
Phoenix, AZ 85003

The hearing is open to the public, so anyone who is interested in attending is welcome to do so. Investors are invited to participate in the hearing in **one or more** of the following ways:

1. **Prepare a written victim impact statement**
   a. This must be provided to the Receiver **no later than Tuesday, December 12, 2017** so that we may forward it to the U.S. Attorney for presentation to the Court prior to the hearing.
   b. Please provide your written victim impact statements to me directly at sberetta@simonconsulting.net or via hard copy at the address below.
   c. You may use the attached optional template if you choose, but it is not required.
   d. You may work with other investors to prepare and submit a joint victim impact statement if you prefer.
2. **Attend the hearing and provide a verbal statement to the Court**
   a. The U.S. Attorney would like to know who wants to speak at the hearing in advance so they can notify the Court. Accordingly, please advise the Receiver if you would like to speak at the hearing **no later than Tuesday, December 12, 2017**.
   b. If you choose to speak at the hearing, please notify me directly at sberetta@simonconsulting.net.
3. **Attend the hearing but do not participate**
   a. During the hearing, the U.S. Attorney will inform the Court that DenSco investors are present—even if you do not wish to speak, the mere presence of victims can speak volumes to the Court.

You have no obligation to provide a victim impact statement or to attend the hearing, but the Receiver wanted you to be aware of these opportunities. If you would like to submit a written victim impact statement and also attend and/or speak at the hearing, you may do both. Should you have any questions, you may reach me at (602) 279-3185.

Sincerely,

Sara Beretta for Peter S. Davis, Receiver

Sara Beretta, CPA, CFE, CFI
Director

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Office: 602-279-3185 ▪ Web: SimonConsulting.net
3200 North Central Avenue, Suite 2460, Phoenix AZ 85012
Forensic Accounting • Forensic Economics • Receiverships & Restructuring

From: Peter Davis
Sent: Tuesday, October 24, 2017 3:21 PM
To: Sara Beretta
Cc: Peter Davis
Subject: DenSco Receivership - Scott Menaged Settlement

Dear Investors,

As many of you may already know, I have learned that Yomtov Scott Menaged ("Menaged") has entered into a plea agreement in the criminal case against him.

Attached is a copy of the Information regarding the charges that have been [or would have been made] against Menaged and the Plea Agreement. To summarize the Plea Agreement, Menaged has agreed to plead guilty to the following criminal charges:

- Conspiracy to Commit Bank Fraud [18 U.S.C §371];
- Aggravated Identity Theft [18 U.S.C §1028(A)]; and
- Money Laundering Conspiracy [[18 U.S.C §1956(h)]

Under the terms of the plea agreement Menaged has agreed to the following:

- The losses from the Money Laundering Conspiracy is $34,000,000;
- Menaged will be sentenced to a term of imprisonment of no less than 10 years and no more than 17 years;
- Menaged will permanently waive his bankruptcy discharge;
- Menaged has agreed to restitution of $1,145,392.81 to Wells Fargo Bank, $967,013.13 to Synchrony Bank and $34,000,000.00 to "all victims"; and
- Menaged has to provide a full accounting of his assets.

I am informed that the United States District Court will hold a hearing, currently set for December 27th, to address the Plea Agreement. We believe that this hearing on December 27th will be a "mini" trial where the Government and Menaged will present evidence that will try to sway the Court on the length of the prison sentence. Simply put, I suspect that the Government will be arguing for a 17 year prison sentence and Menaged will be arguing for a 10 year sentence.

This is a critical development in the DenSco case. Representatives of the United States Attorney have asked me to communicate this information to you and to solicit you, as a DenSco investor, to determine if you want to provide a victim impact statement to the United States Attorney of the effect of the Menaged/DenSco fraud upon you. If you are interested, please let me know and provide me with the best method for the United States Attorney to contact you and I will forward your information to the United States Attorney. You have no obligation to provide a victim impact statement, but I wanted to let you know of this opportunity.

In closing, I hope you have been following the DenSco website for updates, as we continue to move rapidly on the administration of the Receivership. I am expecting the Court will soon approve my Claims recommendations which will enable me to move forward with seeking to approve an interim distribution to pay a portion of your DenSco claim from the monies that we've already collected.

If you have any questions or concerns, please let me know.

Sincerely,

Peter Davis, CPA, ABV, CFF, CIRA, CTP, CFE
Managing Director

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EXHIBIT
774
DH 3-7-19

August 2, 2017

Re: Arizona Corporation Commission v. DenSco Investment Corporation
Case No. CV 2016-014142

Dear DenSco Claimant:

You are receiving this letter and the attached documents because you filed a Proof of Claim in the DenSco Receivership, currently pending in *ACC vs. DenSco Investment Corporation, Maricopa County Superior Court, Case No. CV 2016-014142*.

Pursuant to the Court's Order re: Petition No. 19, please find enclosed a copy of the Receiver's *List of Filed Claims* and *Claims Report and Recommendations*.

If you agree with my recommendation with respect to your claim in the DenSco case as set forth in the Receiver's *Claims Report and Recommendations*, you do not need to do anything.

If your Investor Claim was approved for an amount that is different than the amount stated on your Proof of Claim form, you will receive a schedule setting forth how your approved claim was calculated, including details of the underlying investment transactions.

If you disagree with my recommendation with respect to your claim in the DenSco case or any other claim set forth in the Receiver's *Claims Report and Recommendations*, you must prepare your objection, in writing, and deliver it [including all supporting documentation] to me on or before August 30, 2017. Specifically, your objection must be sent to my attention at the following address:

Mr. Peter Davis, Receiver
c/o Simon Consulting, LLC
3200 North Central Avenue, Suite 2460
Phoenix, Arizona 85012

Do not file your objection with the Court. Once I have received all objections, I will carefully consider them and soon thereafter, I will prepare and file a report setting forth the Receiver's final recommendations with the Court. The Receiver's *Final Recommendations* will include a copy of all objections and will be mailed to you.

Eventually, the Court may hold a hearing on your objection and the Receiver's *Final Recommendations*. If so, I will ensure that you have adequate notice of any hearing.

After all of the objections are resolved by the Court, I expect that I will be able to report to you all of the approved claims in the DenSco Receivership. Once all of the claims are approved, I intend to seek separate approval for an interim distribution of funds to approved claimants.

Should you have any questions, please do not hesitate to contact my associate Sara Beretta at sberetta@simonconsulting.net or by telephone at (602) 279-3185. Thank you for your continued patience as I continue to work through this complicated matter.

Very truly yours,

Peter S. Davis, Receiver

Receivership of DenSco Investment Corporation
List of Filed Claims

Claim No.	Type	Investor Name	Amount of Claim
1	Investor	William & Helene Alber Family Trust	39,582.00
2	Investor	Brinkman Family Trust	382,113.38
3	Investor	Craig & Tomie Brown Living Trust	291,683.27
4	Investor	Desert Classic Investments, LLC (c/o Steven Bunger)	926,367.58
5	Investor	Steven G. & Mary E. Bunger Estate	540,600.00
6	Investor	Anthony Burdett - IRA	457,765.75
7	Investor	Kennen Burkhart	94,446.91
8	Investor	Kennen Burkhart - IRA	394,812.11
9	Investor	Warren & Fay Bush	152,113.08
10	Investor	Mary Butler - IRA	277,371.94
11	Investor	Van Butler	182,670.52
12	Investor	Van Butler - IRA	277,371.94
13	Investor	Thomas & Sara Byrne 2008 Living Trust	146,114.21
14	Investor	Gretchen P. Carrick Trust	143,946.50
15	Investor	Erin P. Carrick Trust (c/o Gretchen Carrick)	133,109.45
16	Investor	Averill Cate, Jr. & Mary Kris McIlwaine	72,260.16
17	Investor	Arden & Nina Chittick Family Trust	254,368.53
18	Investor	Chittick Family Trust (c/o Eldon & Carlene Chittick)	565,732.00
19	Investor	Cohen Revocable Trust	145,000.00
20	Investor	Dori Ann Davis Living Trust	216,701.00
21	Investor	Glen Davis	465,413.00
22	Investor	Glen Davis - IRA	220,965.00
23	Investor	Samantha Davis	35,079.23
24	Investor	Jack Davis	75,000.00
25	Investor	Scott D. Detota	121,988.78
26	Investor	Amy Lee Dirks - IRA	75,971.31
27	Investor	Bradley Mark Dirks - IRA	175,437.55
28	Investor	Non Lethal Defense, Inc. (c/o Dave Dubay)	58,000.00
29	Investor	Dupper Living Trust	528,551.20
30	Investor	Todd F. Einck Trust	115,157.20
31	Investor	Stacy Grant - IRA	88,646.95
32	Investor	Russ Griswold	58,000.00
33	Investor	Russ Griswold - IRA	95,722.97
34	Investor	Michael & Diana Gumbert Trust	464,000.00
35	Investor	Nihad Hafiz	290,000.00
36	Investor	Robert & Elizabeth Hahn Family Trust	260,581.49
37	Investor	Ralph L. Hey	54,016.39
38	Investor	Dale & Kathy Hickman	744,952.30
39	Investor	Craig & Samantha Hood	1,113,476.57
40	Investor	Doris & Levester Howze	46,400.00
41	Investor	Bill Hughes	71,250.00
42	Investor	Bill Hughes - IRA	329,420.24
43	Investor	Judy Hughes - IRA	188,044.44
44	Investor	Imdieke Revocable Trust	3,682,900.00
45	Investor	James K. Jetton	50,000.00
46	Investor	Ralph Kaiser - IRA	395,487.04
47	Investor	Mary Kent	254,226.00
48	Investor	Paul A. Kent Family Trust	144,413.00

Receivership of DenSco Investment Corporation
List of Filed Claims

Claim No.	Type	Investor Name	Amount of Claim
49	Investor	Robert Z. Koehler - IRA	176,335.49
50	Investor	LeRoy Kopel Revocable Living Trust	84,723.26
51	Investor	LeRoy Kopel - IRA	158,309.24
52	Investor	Robert F. Lawson	95,528.12
53	Investor	Wayne J. Ledet - IRA	262,513.93
54	Investor	Wayne J. Ledet - Roth IRA	102,706.77
55	Investor	Wayne J. Ledet Revocable Trust	292,611.09
56	Investor	Terry & Lil Lee	58,000.00
57	Investor	The Lee Group, Inc. (c/o Terry & Lil Lee)	174,000.00
58	Investor	Lillian Lent - Roth IRA	39,685.71
59	Investor	Manuel A. Lent - IRA	94,342.97
60	Investor	William & W. Jean Locke	156,098.00
61	Investor	BLL Capital, LLC (c/o Barry Luchtel)	87,000.00
62	Investor	LJL Capital, LLC (c/o Landon Luchtel)	104,000.00
63	Investor	Jim McArdle	307,835.00
64	Investor	James & Lesley McCoy Trust	232,000.00
65	Investor	Caro McDowell Revocable Trust	180,733.00
66	Investor	The Marvin G. Miller & Patricia S. Miller 1989 Trust	967,132.44
67	Investor	Kaylene Moss - IRA	392,877.84
68	Investor	Moss Family Trust	139,693.21
69	Investor	Muscat Family Trust	290,000.00
70	Investor	Brian & Janice Odenthal	151,819.40
71	Investor	Brian Odenthal - IRA	67,540.43
72	Investor	Jolene Page	1,757,015.53
73	Investor	Valerie Paxton	578,582.04
74	Investor	Marlene Pearce - IRA	103,725.56
75	Investor	Jeff Phalen - IRA	381,901.12
76	Investor	Phalen Family Trust	521,434.00
77	Investor	Preston Revocable Living Trust	92,126.00
78	Investor	Pete Rzonca	141,012.26
79	Investor	JoAnn Sanders	64,677.25
80	Investor	Schloz Family 1998 Trust	110,092.69
81	Investor	Mary Schloz - IRA	112,939.20
82	Investor	Stanley Schloz - IRA	113,511.83
83	Investor	GB 12, LLC (c/o Stanley Schloz)	86,000.00
84	Investor	Annette Scroggin - IRA	150,951.72
85	Investor	Annette Scroggin - Roth IRA	48,383.79
86	Investor	Michael Scroggin	87,000.00
87	Investor	Michael Scroggin - IRA	373,347.02
88	Investor	Michael Scroggin - Roth IRA	86,166.71
89	Investor	William Stewart Sherriff	86,367.90
90	Investor	Saltire, LLC (c/o William Stewart Sherriff)	86,367.90
91	Investor	Gary E. Siegford & Corrina C. Esvelt-Siegford	680,105.04
92	Investor	Gary D. & Judith E. Siegford	298,516.70
93	Investor	Branson & Saundra Smith Trust	201,900.00
94	Investor	Branson Smith - IRA	237,878.22
95	Investor	Donald E. & Lucinda Sterling	23,750.00
96	Investor	Nancy Swirtz	63,432.00

Receivership of DenSco Investment Corporation
List of Filed Claims

Claim No.	Type	Investor Name	Amount of Claim
97	Investor	Long Time Holdings, LLC (c/o William Swirtz)	944,852.00
98	Investor	Coralee Thompson	1,347,953.90
99	Investor	Gary L. Thompson	1,189,282.70
100	Investor	James Trainor	325,614.32
101	Investor	Stephen D. Tuttle	137,600.06
102	Investor	Wade Underwood	123,739.00
103	Investor	Laurie A. Weiskopf - IRA	309,584.99
104	Investor	Thomas D. Weiskopf - IRA	14,524.59
105	Investor	Carol J. Wellman	78,983.97
106	Investor	Carol J. Wellman - Roth IRA	40,735.77
107	Investor	Wellman Family Living Trust	64,216.03
108	Investor	Brian & Carla Wenig Family Trust	157,126.76
109	Investor	Mark & Debbie Wenig	240,742.47
110	Investor	Angels Investors, LLC (c/o Yusuf Yildiz)	179,370.00
111	Investor	Michael Zones	270,382.16
112	Investor	Leslie Jones (c/o Michael Zones)	198,000.00
113	Investor	Leslie Jones - IRA (c/o Michael Zones)	231,779.45
114	Non-Investor	Clark Hill, PLC (06/01/16-08/17/16)	53,820.00
115	Non-Investor	Clark Hill, PLC (08/18/16-09/30/16)	23,046.00
116	Non-Investor	James Richard Hill, Jr.	3,255.00
117	Non-Investor	Carlyle Johnson	6,550.00
118	Non-Investor	Eric Murchinson	1,000.00
119	Non-Investor	Estate of Denny Chittick (c/o Shawna Heuer, PR)	Unknown
			$ 32,942,060.54

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Arizona Corporation Commission
v.
DenSco Investment Corporation

(Case No. CV 2016-014142)

Claims Report and Recommendations
of
Peter S. Davis, as Receiver of DenSco Investment Corporation

July 31, 2017

TABLE OF CONTENTS

1. Introduction

On August 18, 2016, Peter Davis ("Receiver") was appointed Receiver for the assets of DenSco Investment Corporation ("DenSco") by the Honorable Lori Horn Bustamante of the Maricopa County Superior Court ("Receivership Court"). This report is issued in accordance with the *Order Establishing Procedures for the Adjudication of Claims, Re: Petition No. 19*, entered on March 29, 2017 ("Claims Order") in the above-referenced case. Pursuant to the Claims Order (¶ 1.4), proofs of claim were solicited from all persons entitled to assert a claim against DenSco Investment Corporation ("DenSco") or against any Receivership Assets, as defined in the Receivership Court's *Order Appointing Receiver* entered on August 18, 2016 ("Receivership Order"), or any other property in the possession or control of the Receiver.

The Receiver is pleased to report that all known DenSco investors have filed a claim with the Receiver. Specifically, the Receiver has received one hundred thirteen (113) claims from the one hundred fourteen (114) known DenSco investors holding balances as of the date of the receivership[1] and six (6) claims from general unsecured creditors or non-investor creditors. This report sets forth the name of each claimant, the amount claimed, and the Receiver's recommendations as to each of these claims.

2. Notice of Claims Process

Pursuant to the Claims Order (¶ 2.1), on April 8, 2017, the Receiver caused to be mailed, by first class mail, a written notice of the DenSco claims process to each potential claimant for whom the Receiver had contact information and some indication that the person may be a creditor of DenSco. This notice included a copy of the Claims Order as well as (a) a Proof of Claim form attached as Exhibit A-1 or A-2 to Petition No. 19, and (b) a *Notice of Right to File Proof of Claim* similar to Exhibit B-1 to Petition No. 19, both of which were approved by the Court via the Claims Order.

In accordance with the Claims Order (¶ 2.2), on April 18, 2017, the Receiver caused to be published in the USA Today, a newspaper of national circulation, a notice of the DenSco claims process in a form substantially similar to Exhibit B-2 to Petition No. 19, which was approved by the Court via the Claims Order. In addition, on April 20, April 27, May 4, and May 11, 2017, the Receiver caused the same notice to be published in the Arizona Business Gazette, a newspaper of general circulation within the State of Arizona.

Furthermore, during the week of June 26, 2017, the Receiver contacted various known DenSco investors from whom a claim had not yet been received to ensure that all claimants had an opportunity to submit a claim prior to the claims bar date set forth in the Claims Order.

1 One particular investor held two (2) separate DenSco investment accounts but combined the two (2) accounts onto a single claim form.

3. Requirements for Approval of Investor Claims

The Claims Order (¶ 5) requires that no claim for interest owed to a claimant by DenSco that accrued on or after the Receivership Date shall be allowed by the Court. The Claims Order (¶ 6) directs the Receiver to identify the amounts, if any, that should be offset or deducted from a claim and the reasons for such recommendations. In addition, the Claims Order (¶ 5) directs the Receiver to reduce and offset against any claim, the amount of funds received by the claimant from any third party arising out of the claimant's investments with DenSco.

The Claims Order (¶ 3.5) directs claimants to include copies of all documentation supporting their claims as required by the Receiver. The investor claim form requests that investor claimants provide documentation supporting their claims. However, the Receiver has preliminarily calculated each investor's claim pursuant to an extensive investigation of the financial, accounting, and investor records of DenSco.[2] Accordingly, the Receiver has accepted claims that did not contain supporting documentation if the amounts claimed match the Receiver's calculations. Investors who submitted claims for different amounts were required to provide documentation explaining the discrepancy.

4. Secured Claims

The Claims Order (¶ 4.1) requires secured claimants to demonstrate by credible evidence that in accordance with applicable laws, the Claimant possesses a valid and perfected security interest in a Receivership Asset. If a Secured Claim is approved by the Court, the Claimant making that claim shall be entitled, to the extent of the secured interest, to receive the asset in which the secured interest exists or the proceeds therefrom, after reimbursement to the Receiver of such costs or expenses as the Court may determine.

The Receiver did not receive any Proofs of Claim asserting a secured claim.

5. Investor Claims Recommended for Approval

The Receiver recommends for approval, at this time, the following claims filed by investors in the amounts indicated below. In each case, the Receiver has determined that the claimant meets the requirements of the Claims Order. In all cases, the amount claimed by the claimant has been verified and reconciled to the DenSco records available to the Receiver.

5.1. Claimants' Proof of Claim agrees with the Receiver's calculations

Of the one hundred thirteen (113) claims received from known investors, sixty-three (63) claims totaling $19,071,205.71 agreed with the Receiver's calculations. Therefore, the Receiver recommends that the following investor claims be approved for the amounts set forth below:

[2] See Exhibit 2 to the Receiver's Status Report dated 12/23/16 (Petition No. 15).

INVESTOR CLAIMANT	AMOUNT CLAIMED	AMOUNT APPROVED
Craig & Tomie Brown Living Trust	291,683.27	291,683.27
Anthony Burdett - IRA	457,765.75	457,765.75
Kennen Burkhart	94,446.91	94,446.91
Kennen Burkhart - IRA	394,812.11	394,812.11
Warren & Fay Bush	152,113.08	152,113.08
Mary Butler - IRA	277,371.94	277,371.94
Van Butler	182,670.52	182,670.52
Van Butler - IRA	277,371.94	277,371.94
Thomas & Sara Byrne 2008 Living Trust	146,114.21	146,114.21
Gretchen P. Carrick Trust	143,946.50	143,946.50
Cohen Revocable Trust	145,000.00	145,000.00
Jack Davis	75,000.00	75,000.00
Amy Lee Dirks - IRA	75,971.31	75,971.31
Bradley Dirks - IRA	175,437.55	175,437.55
Non Lethal Defense, Inc. (c/o Dave DuBay)	58,000.00	58,000.00
Dupper Living Trust	528,551.20	528,551.20
Todd F. Einck Trust	115,157.20	115,157.20
Stacy Grant - IRA	88,646.95	88,646.95
Russ Griswold	58,000.00	58,000.00
Russ Griswold - IRA	95,722.97	95,722.97
Michael & Diana Gumbert Trust	464,000.00	464,000.00
Nihad Hafiz	290,000.00	290,000.00
Robert & Elizabeth Hahn Family Trust	260,581.49	260,581.49
Ralph L. Hey	54,016.39	54,016.39
Doris & Levester Howze	46,400.00	46,400.00
Imdieke Revocable Trust	3,682,900.00	3,682,900.00
Robert Z. Koehler - IRA	176,335.49	176,335.49
LeRoy Kopel - IRA	158,309.24	158,309.24
Robert F. Lawson	95,528.12	95,528.12
Wayne J. Ledet - IRA	262,513.93	262,513.93
Terry & Lil Lee	58,000.00	58,000.00
The Lee Group, Inc. (c/o Terry & Lil Lee)	174,000.00	174,000.00
Lillian Lent - Roth IRA	39,685.71	39,685.71
Manuel A. Lent - IRA	94,342.97	94,342.97
BLL Capital, LLC (c/o Barry Luchtel)	87,000.00	87,000.00
LJL Capital, LLC (c/o Landon Luchtel)	104,000.00	104,000.00
James & Lesley McCoy Trust	232,000.00	232,000.00
Muscat Family Trust	290,000.00	290,000.00
Brian Odenthal - IRA	67,540.43	67,540.43
Jolene Page	1,757,015.53	1,757,015.53
Valerie Paxton	578,582.04	578,582.04
Pete Rzonca	141,012.26	141,012.26
JoAnn Sanders	64,677.25	64,677.25
Annette Scroggin - IRA	150,951.72	150,951.72
Annette Scroggin - Roth IRA	48,383.79	48,383.79
Michael Scroggin	87,000.00	87,000.00
Michael Scroggin - IRA	373,347.02	373,347.02
Michael Scroggin - Roth IRA	86,166.71	86,166.71
William Stewart Sherriff	86,367.90	86,367.90

INVESTOR CLAIMANT	AMOUNT CLAIMED	AMOUNT APPROVED
Saltire, LLC (c/o Stewart Sherriff)	86,367.90	86,367.90
Gary E. Siegford & Corrina C. Esvelt-Siegford	680,105.04	680,105.04
Gary D. & Judith E. Siegford	298,516.70	298,516.70
Branson & Saundra Smith Trust	201,900.00	201,900.00
Branson Smith - IRA	237,878.22	237,878.22
Donald E. & Lucinda Sterling	23,750.00	23,750.00
Coralee Thompson	1,347,953.90	1,347,953.90
Gary L. Thompson	1,189,282.70	1,189,282.70
Carol J. Wellman - Roth IRA	40,735.77	40,735.77
Mark & Debbie Wenig	240,742.47	240,742.47
Angels Investors, LLC (c/o Yusuf Yildiz)	179,370.00	179,370.00
Michael Zones	270,382.16	270,382.16
Leslie Jones (c/o Michael Zones)	198,000.00	198,000.00
Leslie Jones - IRA (c/o Michael Zones)	231,779.45	231,779.45
TOTAL	**$ 19,071,205.71**	**$ 19,071,205.71**

5.2. Claimants' Proof of Claim varies from the Receiver's calculations due to rounding

Of the one hundred thirteen (113) claims received from known investors, fourteen (14) claims varied slightly from the Receiver's calculations due to rounding issues. The Receiver recommends that the following investor claims be approved for the amounts set forth below:

INVESTOR CLAIMANT	AMOUNT CLAIMED	RECEIVER'S ADJUSTMT.	AMOUNT APPROVED
Erin P. Carrick Trust (c/o Gretchen Carrick)	$ 133,109.45	$ (2.00)	$ 133,107.45
Dori Ann Davis Living Trust	216,701.00	0.64	216,701.64
Glen Davis	465,413.00	(1.00)	465,412.00
Glen Davis - IRA	220,965.00	0.01	220,965.01
Mary Kent	254,226.00	0.08	254,226.08
Paul A. Kent Family Trust	144,413.00	(0.20)	144,412.80
Caro McDowell Revocable Trust	180,733.00	0.33	180,733.33
Phalen Family Trust	521,434.00	(0.80)	521,433.20
Preston Revocable Living Trust	92,126.00	(0.24)	92,125.76
Nancy Swirtz	63,432.00	0.82	63,432.82
Long Time Holdings, LLC (c/o William Swirtz)	944,852.00	0.18	944,852.18
James Trainor	325,614.32	0.02	325,614.34
Carol J. Wellman	78,983.97	0.01	78,983.98
Wellman Family Living Trust	64,216.03	(0.03)	64,216.00
TOTAL	**$ 3,706,218.77**	**$ (2.18)**	**$ 3,706,216.59**

5.3. Claimants' Proof of Claim is based on June 2016 DenSco statement that includes fictitious interest

Of the one hundred thirteen (113) claims received from known investors, four (4) claimants filed claims representing their balances pursuant to the June 2016 statements issued by DenSco. These investors did not deduct accrued or cash interest payments received after December 31, 2012, or the date of insolvency. The Receiver recommends that these claims be approved for the amounts set forth in Exhibit 2 to the Receiver's December 23, 2016 Status Report. Specifically, the Receiver recommends the following investor claims be approved for the amounts set forth below:

INVESTOR CLAIMANT	AMOUNT CLAIMED	RECEIVER'S ADJUSTMT.	AMOUNT APPROVED
Ralph Kaiser - IRA	$ 395,487.04	$ (135,090.88)	$ 260,396.16
Kaylene Moss - IRA	392,877.84	(134,199.65)	258,678.19
Moss Family Trust	139,693.21	(48,261.94)	91,431.27
Stephen D. Tuttle	137,600.06	(52,715.01)	84,885.05
TOTAL	**$ 1,065,658.15**	**$ (370,267.48)**	**$ 695,390.67**

5.4. Claims that are subject to offset

As stated above, the Claims Order (¶ 6) directs the Receiver to identify the amounts, if any, that should be offset or deducted from a claim and the reasons for such recommendations. Several investors have or had multiple DenSco investment accounts, and some of these investors cashed out one or more of their investment accounts after DenSco became insolvent. As a result, certain investors received funds in excess of their principal investment in DenSco and earned a net profit. The Receiver sent demand letters seeking the return of illegal net profits, except for those profits that could be offset against net losses. Of the one hundred thirteen (113) claims received from known investors, nine (9) investor claims are subject to a potential offset for net investment profits received.

(1) Steven Bunger, et al.

Steven Bunger ("Bunger") filed two (2) Proofs of Claim on behalf of the Steven G. & Mary E. Bunger Estate ("Bunger Estate") and Desert Classic Investments, LLC ("Desert Classic"). These claims agree with the Receiver's calculations except they do not reflect the cash interest payments of $7,950.00 and $20,550.00 received from DenSco by Bunger Estate and Desert Classic respectively in June 2016. Bunger indicated that these payments were not made, but the Receiver has confirmed that all investors (except one) received interest in June 2016. Accordingly, the Receiver recommends that Bunger Estate and Desert Classic's claims be reduced by $7,950.00 and $20,550.00 respectively.

Furthermore, Bunger did not account for the net investment profits of $50,000.00 each received by the Alexandra Bunger Irrevocable Trust ("Alexandra Trust"), the Cassidy Bunger Irrevocable Trust ("Cassidy Trust"), and the Connor Bunger Irrevocable Trust ("Connor Trust") for a total $150,000.00 ("Bunger Trust Profits"). Desert Classic had a DenSco investor balance of $4,155,000 as of April 30, 2014. On May 1, 2014, Desert Classic transferred $850,000 of its investor balance to each of the Alexandra Trust, Cassidy Trust, and Connor Trust. DenSco disbursed interest payments totaling $50,000 to each of the trusts in 2014. A $300,000 portion of each of the trust balances was transferred back to Desert Classic on July 1, 2014, and the remaining $550,000 of each of the trust balances was transferred back to Desert Classic on January 24, 2015. Therefore, the Alexandra Trust, Cassidy Trust, and Connor Trust each received net profits of $50,000.00. Accordingly, the Receiver recommends that Bunger claims be approved for the amounts set forth below:

INVESTOR CLAIMANT	AMOUNT CLAIMED	RECEIVER'S ADJUSTMT.	NET PROFIT OFFSET	AMOUNT APPROVED
Steven G. & Mary E. Bunger Estate	$ 540,600.00	$ (7,950.00)	-	$ 532,650.00
Desert Classic Investments, LLC	926,367.58	(20,550.00)	(150,000.00)	755,817.58
TOTAL - BUNGER	**$ 1,466,967.58**	**$ (28,500.00)**	**$ (150,000.00)**	**$1,288,467.58**

(2) Marlene Pearce, et al.

Marlene Pearce ("Pearce") filed a Proof of Claim on behalf of the Marlene Pearce IRA ("MP-IRA") in the amount of $103,725.56. This claim agrees with the Receiver's calculations; however, Pearce did not account for the net investment profit of $3,988.00 received by Pearce's individual DenSco investment. Pearce's net profit resulted from cash interest payments totaling $3,988.00 disbursed in 2013. Accordingly, the Receiver recommends that MP-IRA's claim be approved for the amount set forth below:

INVESTOR CLAIMANT	AMOUNT CLAIMED	NET PROFIT OFFSET	AMOUNT APPROVED
Marlene Pearce - IRA	$ 103,725.56	$ (3,988.00)	$ 99,737.56
TOTAL - PEARCE	**$ 103,725.56**	**$ (3,988.00)**	**$ 99,737.56**

(3) Stanley & Mary Schloz, et al.

Stanley & Mary Schloz ("Schloz") filed four (4) Proofs of Claim on behalf of the Schloz Family 1998 Trust, the Mary Schloz IRA, the Stanley Schloz IRA, and GB 12, LLC. These claims agreed with the Receiver's calculations; however, Schloz did not account for the net investment profit of $1,860.45 received by the Stanley Schloz Roth IRA ("SS-Roth"). SS-Roth's net profit resulted from a cash interest payment of $1,860.45 disbursed in 2013. Accordingly, the Receiver recommends that the Schloz claims be approved for the amounts set forth below:

INVESTOR CLAIMANT	AMOUNT CLAIMED	NET PROFIT OFFSET	AMOUNT APPROVED
Mary Schloz - IRA	$ 112,939.20	-	$ 112,939.20
GB 12, LLC	86,000.00	-	86,000.00
Schloz Family 1998 Trust	110,092.69	-	110,092.69
Stanley Schloz - IRA	113,511.83	(1,860.45)	111,651.38
TOTAL - SCHLOZ	**$ 422,543.72**	**$ (1,860.45)**	**$ 420,683.27**

The Receiver has preliminarily offset SS-Roth's net investment profit against the Stanley Schloz IRA's claim; however, the Receiver will permit Schloz to select one or more of the above referenced claims to be offset by SS-Roth's net investment profit.

(4) Thomas D. & Laurie A. Weiskopf, et al.

Thomas D. & Laurie A. Weiskopf ("Weiskopf") filed two (2) Proofs of Claim on behalf of their individual IRA investment accounts. These claims agreed with the Receiver's calculations; however, Weiskopf did not account for the net investment profit of $49,876.48 received by Weiskopf Enterprises, LLC ("Weiskopf Enterprises") or $212,669.05 received by the Weiskopf Family Living Trust ("Weiskopf Trust"). Weiskopf Enterprises' net profit resulted from cash interest payments totaling $49,876.48 in 2015. Likewise, the Weiskopf Trust's net profit resulted from cash interest payments totaling $212,669.05 disbursed from 2014 through 2015. Accordingly, the Receiver recommends that the Weiskopf claims be approved for the amounts set forth below:

INVESTOR CLAIMANT	AMOUNT CLAIMED	NET PROFIT OFFSET	AMOUNT APPROVED
Laurie A. Weiskopf - IRA	$ 309,584.99	$ (262,545.53)	$ 47,039.46
Thomas D. Weiskopf - IRA	14,524.59	-	14,524.59
TOTAL - WEISKOPF	**$ 324,109.58**	**$ (262,545.53)**	**$ 61,564.05**

The Receiver has preliminarily offset the net investment profits received by Weiskopf Enterprises and the Weiskopf Trust against the Laurie Weiskopf IRA's claim; however, the Receiver will permit Weiskopf to select one or more of the above referenced claims to be offset by Weiskopf Enterprises and the Weiskopf Trust's net investment profits.

5.5. Claims that require additional discussion

Of the one hundred thirteen (113) claims received from known investors, twenty-three (23) investor claims require an individual explanation of the claim filed and the Receiver's recommendation.

(1) William & Helene Alber Family Trust

The William & Helene Alber Family Trust ("Alber") filed a Proof of Claim in the amount of $39,582.00. The Receiver has determined that Alber's claim does not reflect the cash interest payment of $498.00 received from DenSco in June 2016. Accordingly, the Receiver recommends that Alber's claim be reduced by $498.00 and approved in the amount of $39,084.00.

(2) Brinkman Family Trust

The Brinkman Family Trust ("Brinkman") filed a Proof of Claim in the amount of $382,113.38. The Receiver has determined that Brinkman's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling $243,117.44, whereas DenSco's records indicate that Brinkman earned accrued interest of $105,448.51. Brinkman did not account for interest totaling $137,668.93 that was disbursed in cash from 2002 through 2012. Accordingly, the Receiver recommends that Brinkman's claim be reduced by $137,668.93 and approved in the amount of $244,444.45.

(3) Averill Cate, Jr. & Mary Kris McIlwaine

Averill Cate, Jr. & Mary Kris McIlwaine ("Cate") filed a Proof of Claim in the amount of $72,260.16. The Receiver has determined that Cate's claim reflects cash interest payments totaling $31,341.66 from 2013 through 2016, whereas DenSco's records indicate that Cate received cash disbursements totaling $35,773.48 during this period. Accordingly, the Receiver recommends that Cate's claim be reduced by \$4,431.82[3] and approved in the amount of \$67,828.34.

(4) Arden & Nina Chittick Family Trust

The Arden & Nina Chittick Family Trust ("A&N Chittick") filed a Proof of Claim in the amount of \$254,368.53. The Receiver has determined that A&N Chittick's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling \$114,890.62, whereas DenSco's records indicate that A&N Chittick earned accrued interest of \$114,611.08. Accordingly, the Receiver recommends that A&N Chittick's claim be reduced by \$279.55[4] and approved in the amount of \$254,088.98.

(5) Eldon & Carlene Chittick Family Trust

The Eldon & Carlene Chittick Family Trust ("E&C Chittick") filed a Proof of Claim in the amount of \$565,732.00. The Receiver has determined that E&C Chittick's claim does not reflect principal investments totaling \$383,776.18 or principal and interest withdrawals totaling \$398,203.24. In addition, E&C Chittick's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling \$82,232.00, whereas DenSco's records indicate that E&C Chittick earned accrued interest of \$20,111.33. Accordingly, the Receiver recommends that E&C Chittick's claim be reduced by \$76,547.73[5] and approved in the amount of \$489,184.27.

(6) Samantha Davis

Samantha Davis ("Davis") filed a Proof of Claim in the amount of \$35,079.23. Davis asserts an initial principal investment of \$80,279.23 in November 2009; however, DenSco's records indicate that Davis actually invested \$65,832.67 in November 2004. DenSco issued a new General Obligation Note in the amount of \$80,279.23 just before Davis' original investment matured; however, email correspondence between Jack Davis and Denny Chittick indicates that the note was modified after Davis withdrew \$20,000.00 in late October 2009.

In addition, Davis' claim does not reflect an additional \$35,000.00 withdrawal in November 2008 or accrued but unpaid interest earned through December 31, 2012 totaling \$48,625.17. Finally, Davis' claim reflects cash interest payments totaling \$25,200.00 for interest earned from 2013 through 2016, whereas DenSco's records indicate that Davis received cash disbursements totaling \$25,222.82 during this period. Accordingly, the Receiver recommends that BH-IRA's claim be reduced by \$844.21[6] and approved in the amount of \$34,235.02.

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3 \$31,341.66 – \$35,773.48 = -4,431.82.

4 \$114,611.08 – \$114,890.62 – \$0.01 statement rounding error = -\$279.55.

5 \$383,776.18 – \$398,203.24 + [\$20,111.33 – \$82,232.00] = -\$76,547.73.

6 [\$65,832.67 – \$80,279.23] – \$35,000.00 + \$48,625.17 + [\$25,200.00 – \$25,222.82] = -\$844.21.

(7) Scott D. DeTota

Scott D. DeTota ("DeTota") filed a Proof of Claim in the amount of $121,988.78. DeTota asserts a total principal investment of $151,230.78; however, DenSco's records indicate that DeTota actually invested $50,000.00 in November 2007, July 2010, and February 2013, for a total principal investment of $150,000.00. Accordingly, the Receiver recommends that BH-IRA's claim be reduced by $1,230.78[7] and approved in the amount of $120,758.00.

(8) Dale & Kathy Hickman

Dale & Kathy Hickman ("Hickman") filed a Proof of Claim in the amount of $744,952.30. The Receiver has determined that Hickman's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling $269,952.30, whereas DenSco's records indicate that Hickman earned accrued interest of $262,377.17. In addition, Hickman's claim does not reflect any cash interest payments from 2013 through 2016, whereas DenSco's records indicate that Hickman received cash interest payments totaling $64,085.44 during this period. Accordingly, the Receiver recommends that Hickman's claim be reduced by $71,660.57[8] and approved in the amount of $673,291.73.

(9) Craig & Samantha Hood

Craig & Samantha Hood ("Hood") filed a Proof of Claim in the amount of $1,113,476.57. The Receiver has determined that Hood's claim does not reflect a withdrawal of $50,000.00 in November 2012 and two (2) withdrawals totaling $69,550.00 in June 2013. The Receiver analyzed the accounting and bank records of DenSco to confirm that these withdrawals occurred and provided Hood with the supporting documentation identified. Hood agreed that the withdrawals did in fact occur.

In addition, Hood calculated additional accrued but unpaid interest of $1,005.00 based on the belief that the 2012 withdrawal was reported in error on Hood's DenSco statements. Accordingly, the Receiver recommends that Hood's claim be reduced by $120,555.01[9] and approved in the amount of $992,921.56.

(10) Bill Hughes

Bill Hughes ("Hughes") filed a Proof of Claim in the amount of $71,250.00. The Receiver has determined that Hughes' claim reflects cash interest payment of $1,250.00 for interest earned in July 2016, whereas DenSco's records indicate that no investors received interest payments in July 2016. Accordingly, the Receiver recommends that Hughes' claim be increased by $1,250.00 and approved in the amount of $72,500.00.

7 $150,000.00 – $151,230.78 = -$1,230.78.

8 [$262,377.17 – $269,952.30] – $64,085.44 = -$71,660.57

9 -$50,000.00 – $69,550.00 – $1,005.00 – $0.01 statement rounding error = -$120,555.01.

(11) Bill Hughes - IRA

The Bill Hughes IRA ("BH-IRA") filed a Proof of Claim in the amount of $329,420.24. The Receiver has determined that BH-IRA's claim does not reflect an additional investment of $6,500.00 paid to DenSco in May 2016. In addition, BH-IRA's claim reflects cash interest payments totaling $46,610.16 for interest earned in 2016, whereas DenSco's records indicate that BH-IRA only received cash disbursements totaling $35,087.62 during 2016. Accordingly, the Receiver recommends that BH-IRA's claim be increased by $18,022.55[10] and approved in the amount of $347,442.79.

(12) Judy Hughes - IRA

The Judy Hughes IRA ("JH-IRA") filed a Proof of Claim in the amount of $188,044.44. The Receiver has determined that JH-IRA's claim does not reflect an additional investment of $6,500.00 paid to DenSco in May 2016. In addition, BH-IRA's claim reflects cash interest payments totaling $24,443.00 for interest earned in 2016, whereas DenSco's records indicate that JH-IRA only received cash disbursements totaling $14,795.80 during 2016. Finally, JH-IRA's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling $86,332.98, whereas DenSco's records indicate that JH-IRA earned accrued interest of $33,429.78. Accordingly, the Receiver recommends that BH-IRA's claim be reduced by $36,756.00[11] and approved in the amount of $151,288.44.

(13) James K. Jetton

James Jetton ("Jetton") filed a Proof of Claim in the amount of $50,000.00. Jetton's claim reflects only the investor's principal balance and does not account for interest accruals or disbursements. DenSco's records indicate that Jetton earned accrued but unpaid interest totaling $1,841.32 through December 31, 2012. In addition, Jetton's claim does not reflect any cash interest payments from 2013 through 2016, whereas DenSco's records indicate that Jetton received two (2) cash interest payments of $1,994.55 each in March and June 2015, for a total of $3,989.10. Accordingly, the Receiver recommends that Jetton's claim be reduced by $2,147.78[12] and approved in the amount of $47,852.22.

(14) LeRoy Kopel Revocable Living Trust

The LeRoy Kopel Revocable Living Trust ("Kopel") filed a Proof of Claim in the amount of $84,723.26. The Receiver has determined that Kopel's claim does not reflect a principal investment of $100,000.00 paid to DenSco in November 2013, or the withdrawal of that investment plus interest for a total of $119,104.54 in November 2015. In addition, Kopel's claim does not reflect any cash interest payments from 2013 through 2016, whereas DenSco's records indicate that Kopel received two (2) cash disbursements of $6,727.74 each in March and June

10 $6,500.00 + [$46,610.16 – $35,087.62] + $0.01 statement rounding error = $18,022.55.

11 $6,500.00 + [$24,443.00 – $14,795.80] + [$33,429.78 – $86,332.98] = -$36,756.00.

12 $1,841.32 – $3,989.10 = -$2,147.78.

2015, for a total of $13,455.48. Accordingly, the Receiver recommends that Kopel's claim be reduced by $32,560.02[13] and approved in the amount of $52,163.24.

(15) Wayne J. Ledet - Roth IRA

The Wayne Ledet Roth IRA ("WL-Roth") filed a Proof of Claim in the amount of $102,706.77. The Receiver has determined that WL-Roth's claim does not reflect an additional investment of $6,000.00 paid to DenSco in February 2013. In addition, WL-Roth's claim does not reflect withdrawals of $6,867.00 on March 20, 2014 and $7,471.58 on March 31, 2015 (the 2015 withdrawal was subsequently deposited to the Wayne J. Ledet Revocable Trust's investment account). Accordingly, the Receiver recommends that WL-Roth's claim be reduced by $8,338.58[14] and approved in the amount of $94,368.19.

(16) Wayne J. Ledet Revocable Trust

The Wayne J. Ledet Revocable Trust ("Ledet") filed a Proof of Claim in the amount of $292,611.09. The Receiver has determined that Ledet's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling $21,370.07, whereas DenSco's records indicate that Ledet earned accrued interest of $18,400.15. In addition, Ledet's claim reflects cash interest payments totaling $61,797.56 for interest earned during 2013 through 2016, whereas DenSco's records indicate that Ledet only received cash disbursements totaling $59,732.64 during that time. Accordingly, the Receiver recommends that Ledet's claim be reduced by $905.00[15] and approved in the amount of $291,706.09.

(17) William & W. Jean Locke

William & Jean Locke ("Locke") filed a Proof of Claim in the amount of $156,098.00. The Receiver has determined that Locke's claim does not reflect principal investments totaling $125,000.00 or principal and interest withdrawals totaling $136,067.82. In addition, Locke's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling $86,393.00, whereas DenSco's records indicate that Locke earned accrued interest of $55,373.38. Finally, Locke's claim reflects cash interest payments totaling $40,295.00 from 2013 through 2016, whereas DenSco's records indicate that Locke received cash disbursements totaling $44,526.82. Accordingly, the Receiver recommends that Locke's claim be reduced by $46,319.26[16] and approved in the amount of $109,778.74.

(18) Jim McArdle

Jim McArdle ("McArdle") filed a Proof of Claim in the amount of $307,835.00. The Receiver has determined that McArdle's claim does not reflect an additional investment of $50,000 paid to DenSco in March 2011, or the withdrawal of that investment plus interest for a total of

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13 $100,000.00 – $119,104.54 – $13,455.48 = -$32,560.02.

14 $6,000.00 – $6,867.00 – $7,471.58 = -$8,338.58.

15 [$18,400.15 – $21,370.07] + [$61,797.56 – $59,732.64] = -$905.00.

16 $125,000.00 – $136,067.82 + [$55,373.38 – $86,393.00] + [$40,295.00 – $44,526.82] = -$46,319.26.

$59,471.86 in May 2014. In addition, McArdle's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling $62,781.00, whereas DenSco's records indicate that McArdle earned accrued interest of $42,209.67. Finally, McArdle's claim reflects cash interest payments totaling $234,946.00 from 2013 through 2016, whereas DenSco's records indicate that McArdle only received cash disbursements totaling $205,004.88 during this period. Accordingly, the Receiver recommends that McArdle's claim be reduced by $102.07[17] and approved in the amount of $307,732.93.

(19) The Marvin G. Miller & Patricia S. Miller 1989 Trust

Marvin and Patricia Miller ("Miller") held three (3) separate DenSco investment accounts in the names of the Marvin G. Miller & Patricia S. Miller 1989 Trust ("Miller Trust"), LF Fund, and Marvin G. Miller & Pat S. Miller 1989 Trust—Major ("Major"). Miller filed a single Proof of Claim in the amount of $967,132.44 encompassing all three (3) investment accounts. According to DenSco's records, the Major investment account was withdrawn in May 2014, resulting in a net profit. Miller's claim appropriately offsets Major's net profit against Miller's net losses by consolidating the three (3) investment accounts into a single Proof of Claim.

Miller's claim reflects cash interest payments totaling $647,867.56 for interest earned from 2013 through 2016, whereas DenSco's records indicate that Miller only received cash disbursements totaling $618,857.97 during this period. The Receiver noted that Miller calculated its claim based on the interest earnings reported on the statements issued by DenSco; however, the Receiver identified three (3) discrepancies in the information reported by DenSco to Miller.

First, the DenSco statements issued to the Miller Trust for total interest earned during 2014 erroneously included $23,896.33 in interest earned by Major, which was also included on the statements issued to Major; thus, this amount was double-counted. Second, the DenSco statements issued to LF Fund inaccurately reflect total interest earnings of $4,496.62 in 2013, as September 2013's earnings of $733.26 were erroneously duplicated—LF Fund's actual interest earnings totaled $3,763.36 during 2013. Third, the DenSco statements issued to Major inaccurately reflect total interest earnings of $40,480.00 in 2014, as September 2014's earnings of $6,440.00 were erroneously duplicated—Major's actual interest earnings totaled $34,040.00 during 2013.

In addition, Miller relied on the March 2014 statement issued by DenSco to Major, which did not include the $2,060.00 in interest paid to Major in April 2014. Accordingly, the Receiver recommends that Miller's claim be increased by $29,009.59[18] and approved in the amount of $996,142.03.

(20) Brian & Janice Odenthal

Brian & Janice Odenthal ("Odenthal") filed a Proof of Claim in the amount of $151,819.40. The Receiver has determined that Odenthal's claim reflects cash interest payments totaling

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17 $50,000.00 – $59,471.86 + [$42,209.67 – $62,781.00] + [$234,946.00 – $205,004.88] = -$102.07.

18 $23,896.33 + $733.26 + $6,440.00 – $2,060.00 = $29,009.59.

$18,180.60 from 2013 through 2016, whereas DenSco's records indicate that Odenthal received cash interest payments totaling $35,602.89 during this period. Odenthal did not account for three (3) cash interest payments of $5,807.43 each in March, June, and September 2015, for a total of $17,422.29. Accordingly, the Receiver recommends that Odenthal's claim be reduced by $17,422.29 and approved in the amount of $134,397.11.

(21) Jeff Phalen - IRA

The Jeff Phalen IRA ("JP-IRA") filed a Proof of Claim in the amount of $381,901.12. The Receiver has determined that JP-IRA's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling $31,901.12, whereas DenSco's records indicate that JP-IRA earned accrued interest of $30,967.74. The Receiver noted that the statements issued by DenSco to Phalen inaccurately reflect total interest earnings of $5,905.52 in 2011, as October 2011's earnings of $933.38 were erroneously duplicated—JP-IRA's actual interest earnings totaled $4,972.14 during 2011. Accordingly, the Receiver recommends that JP-IRA's claim be reduced by $933.38 and approved in the amount of $380,967.74.

(22) Wade Underwood

Wade Underwood ("Underwood") filed a Proof of Claim in the amount of $123,739.03. The Receiver has determined that Underwood's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling $51,496.95, whereas DenSco's records indicate that Underwood earned accrued interest totaling $21,768.83. Underwood did not account for interest totaling $29,728.12 that was disbursed in cash from 2007 through 2011. Accordingly, the Receiver recommends that Underwood's claim be reduced by $29,728.12 and approved in the amount of $94,010.95.

(23) Brian & Carla Wenig Family Trust

The Brian & Carla Wenig ("Wenig") Family Trust filed a Proof of Claim in the amount of $157,126.76. The Receiver has determined that Wenig's claim reflects accrued but unpaid interest earned through December 31, 2012 totaling $42,126.76; however, Wenig did not invest in DenSco until April 2013. This amount actually reflects the accrued but unpaid interest earned from 2013 through 2016. In addition, Wenig's claim did not reflect any cash interest disbursements from 2013 through 2016, whereas DenSco's records indicate that Wenig received cash disbursements totaling $8,450.46 during this period. Accordingly, the Receiver recommends that Wenig's claim be reduced by $50,577.22[19] and approved in the amount of $106,549.54.

[19] -$42,126.76 – $8,450.46 = -$50,577.22.

6. Non-Investor Claims

The Receiver received six (6) non-investor claims. The Receiver's recommendations with respect to these claims are set forth below.

(1) Clark Hill, PLC – First Claim

Clark Hill, PLC ("Clark Hill") filed an initial non-investor Proof of Claim in the amount of $53,820.00 for unpaid legal services provided to DenSco from June 1, 2016 through August 17, 2016. Clark Hill provided the Receiver with unredacted copies of its billing statements. While it appears that the work performed by Clark Hill was for DenSco, the Receiver has determined that Clark Hill had a conflict of interest that precluded it from performing those legal services without violating fiduciary duties owed to DenSco. Pursuant to Restatement (Third) of the Law Governing Lawyers § 49, which states that "[a] lawyer engaging in clear and serious violation of duty to a client may be required to forfeit some or all of the lawyer's compensation for the matter," the Receiver recommends that Clark Hill's first claim for $53,820.00 be denied.

(2) Clark Hill, PLC – Second Claim

Clark Hill filed a second non-investor Proof of Claim in the amount of $23,046.00 for unpaid legal services provided to DenSco from August 18, 2016 through September 30, 2016. Clark Hill provided the Receiver with unredacted copies of its billing statements. While it appears that the work performed by Clark Hill was for DenSco, the Receiver has determined that Clark Hill had a conflict of interest that precluded it from performing those legal services without violating fiduciary duties owed to DenSco. Pursuant to Restatement (Third) of the Law Governing Lawyers § 49, which states that "[a] lawyer engaging in clear and serious violation of duty to a client may be required to forfeit some or all of the lawyer's compensation for the matter," the Receiver recommends that Clark Hill's second claim for $23,046.00 be denied.

(3) Shawna Heuer, Personal Representative for the Estate of Denny Chittick

Shawna Heuer ("Heuer") filed a non-investor Proof of Claim as the Personal Representative for the Estate of Denny Chittick ("Chittick Estate") and identified the basis for the Chittick Estate's claim as "other form of contract." Heuer described the Chittick Estate's claim as follows:

> *Denny Chittick ("Chittick") was the sole shareholder, director, and officer of DenSco Investment Corporation ("DenSco"). Chittick is now deceased, and this claim is submitted by the Estate of Denny Chittick and its personal representative, Shawna C. Heuer (collectively, the "Estate"). This claim seeks indemnification and contribution from the Receivership for all liabilities incurred by the Estate (or imposed on the beneficiaries of the Estate) that arise out of or relate in any manner to DenSco, including but not limited to (i) Chittick' s ownership of DenSco (which shall include, but not be limited to, federal and state tax consequences borne by or imposed upon Chittick or the Estate resulting from the tax reporting previously or hereafter made by DenSco, whether related to (a) the recognition of income, recognition of losses, and claims for tax refunds arising as the result of the recognition of losses, which refunds the Estate or the Receivership may hereafter pursue, or (b) determinations made by the Receiver that*

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certain tax attributes claimed by DenSco were improperly characterized, and the resulting consequences of treating those tax attributes in the manner which the Receiver deems to be more correct, including without limitation, reporting involving vehicles that were intended, or appear to have been intended, to have qualified as deferred compensation plans), (ii) Chittick's operation and management of DenSco, (iii) acts undertaken by Chittick on behalf of or for the benefit of DenSco, whether as an officer, employee, agent, director or shareholder of DenSco, or as a fiduciary in respect of any deferred compensation plans sponsored by DenSco, and (iv) duties owed by Chittick to third parties as a result of Chittick' s ownership and management of DenSco or actions undertaken by Chittick on behalf of DenSco. The amount of this claim is currently unknown.

The Chittick Estate's creditor claim is based on a hypothetical set of facts and circumstances and for an unknown monetary amount. In short, the Chittick Estate appears to have filed its claim in an effort to preserve its rights to seek future "indemnification" if the Chittick Estate suffers some apparent economic damage as a result of the administration of the Receivership Estate. Currently, the Receiver and the Chittick Estate are in complicated negotiations to resolve a series of issues relating to the tax refunds, deferred compensation, and the DenSco Defined Benefit Plan, which the Chittick Estate is concerned may give rise to its future claims.

The Receiver recommends that the Court defer approval or denial of the Chittick Estate's claim. The deferral of the adjudication of the Chittick Estate's claim is reasonable because it is for an unknown amount under facts and circumstances that have not yet arisen. Moreover, it is fundamentally unfair to the other DenSco creditors to have to wait to receive an interim distribution from the Receivership Estate for an indefinite time until the Chittick Estate creditor claim comes into existence. Accordingly, the Receiver recommends that Chittick Estate's creditor claim is deferred indefinitely.

(4) James Richard Hill, Jr.

The Receiver received a written request for a claim form from James Richard Hill, Jr. ("Hill") in May 2017. Hill provided his return address, which the Receiver's investigation revealed is the Substance Abuse Treatment Facility and State Prison in Corcoran, California. Hill filed a Non-Investor Proof of Claim for an unsecured claim of $3,255.00 and identified the basis for his claim as "goods purchased." Murchinson described his claim as follows:

Unable to specify. House broken into. Property stolen. Documents lost.

There is no evidence that DenSco had any business or other relationship with Hill. Moreover, the Receiver is generally aware that with the national publication of the DenSco claims process, it is common for incarcerated individuals to file false creditor claims in the hopes that they will be approved and paid. Since there is no sufficient evidence to substantiate this claim, the Receiver recommends that Hill's claim be denied.

(5) Carlyle Johnson

The Receiver received a written request for a claim form from Carlyle Johnson ("Johnson") in May 2017. Johnson provided his return address, which the Receiver's investigation revealed is the Substance Abuse Treatment Facility and State Prison in Corcoran, California. Johnson filed a Non-Investor Proof of Claim for an unsecured claim of $6,550.00 and identified the basis for his claim as "services performed." Johnson did not provide a description of his claim or any supporting documentation. The Receiver is generally aware that with the national publication of the DenSco claims process, it is common for incarcerated individuals to file false claims in the hopes that they will be approved and paid.

There is no evidence that DenSco had any business or other relationship with Johnson. Moreover, the Receiver is generally aware that with the national publication of the DenSco claims process, it is common for incarcerated individuals to file false creditor claims in the hopes that they will be approved and paid. Since there is no sufficient evidence to substantiate this claim, the Receiver recommends that Johnson's claim be denied.

(6) Eric Murchinson

The Receiver received a written request for a claim form from Eric Murchinson ("Murchinson") in May 2017. The handwritten request was delivered in an envelope from the Federal Correctional Complex in Coleman, Florida. Murchinson filed a Non-Investor Proof of Claim for an unsecured claim of $1,000.00 and identified the basis for his claim as "money loaned." Murchinson described his claim as follows:

> *I have loaned money for investment. I had a little trouble and my documentation paper got lost in my moving here in Coleman, Florida prison. I'm sorry. But it was for school supplies and books for urban kids.*

There is no evidence that DenSco had any business or other relationship with Murchinson. Moreover, the Receiver is generally aware that with the national publication of the DenSco claims process, it is common for incarcerated individuals to file false creditor claims in the hopes that they will be approved and paid. Since there is no sufficient evidence to substantiate this claim, the Receiver recommends that Murchinson's claim be denied.

Message

From:	Beauchamp, David G. [/O=CLARKHILL/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DBEAUCHAMP]
Sent:	2/12/2016 4:27:21 PM
To:	Barry Luchtel [barryluchtel@gmail.com]
Subject:	RE: Followup

EXHIBIT
775
DH 3-7-19

Barry:

Thank you. I will check for a potential conflict of interest and then have the letter prepared.

Best regards, David

David G. Beauchamp

CLARK HILL PLC
14850 N Scottsdale Rd | Suite 500 | Phoenix, Arizona 85254
480.684.1126 (direct) | 480.684.1166 (fax) | 602.319.5602 (cell)
dbeauchamp@clarkhill.com | www.clarkhill.com

From: Barry Luchtel [mailto:barryluchtel@gmail.com]
Sent: Friday, February 12, 2016 8:38 AM
To: Beauchamp, David G.
Subject: Re: Followup

That sounds great David, please forward that engagement letter at your earliest convenience. Although we had two other attorneys review our structure a few years ago I would appreciate the peace of mind knowing that you have reviewed our setup as well, given your vast experience and knowledge with Arizona lending law.

Thanks!

On Mon, Feb 8, 2016 at 8:02 PM, Beauchamp, David G. <DBeauchamp@clarkhill.com> wrote:

Barry:

Since we have previously worked together and we just had a couple of long telephone call about your business and what we can offer, we should really move toward having an engagement letter signed as the next step. Then we can schedule a meeting to outline exactly what you are currently doing and identify what, if any, steps need to be modified.

Please let me know if you agree with this approach.

Sincerely, David

David G. Beauchamp

CLARK HILL PLC
14850 N Scottsdale Rd | Suite 500 | Phoenix, Arizona 85254
480.684.1126 (direct) | 480.684.1166 (fax) | 602.319.5602 (cell)
dbeauchamp@clarkhill.com | www.clarkhill.com

From: Barry Luchtel [mailto:barryluchtel@gmail.com]
Sent: Monday, February 08, 2016 10:13 AM
To: Beauchamp, David G.
Subject: Re: Followup

Thanks David,

I don't know that there is much cleanup to do on the compliance side of the lending business but I do look forward to hearing your feedback/advice on our current operations. Denny always speaks very highly of you and I would appreciate your input on that component of our business.

With regards to the PPM, my brother's Father-In-Law is a long-time partner at Husch Blackwell and quite frankly he's been fairly disinterested in what we're doing with Kayak Capital to this point. That being said, before we start down that path with you, we feel like it would be disrespectful not to at least reach out to him and see what, if any, services his firm could provide in that specific area. Landon is going to have that conversation with Gene in two weeks when they are visiting in person, I will followup with you on the PPM component the following week.

I do look forward to getting you on board for the lending side of the things immediately.

Thank you

On Fri, Feb 5, 2016 at 2:05 PM, Beauchamp, David G. <DBeauchamp@clarkhill.com> wrote:

Barry:

Thank you for the follow up. I was getting concerned that you had put off getting things legally cleaned up. I will try to get back to you later today (or Monday) to set up a time to discuss specifics and what we would need to start the process.

Thanks, David

David G. Beauchamp

CLARK HILL PLC
14850 N Scottsdale Rd | Suite 500 | Phoenix, Arizona 85254
480.684.1126 (direct) | 480.684.1166 (fax) | 602.319.5602 (cell)
dbeauchamp@clarkhill.com | www.clarkhill.com

From: Barry Luchtel [mailto:barryluchtel@gmail.com]
Sent: Friday, February 05, 2016 11:00 AM
To: Beauchamp, David G.
Subject: Followup

Hi David,

I appreciate the time you took to discuss the PPM and Offering Docs. It's definitely something that's been on our mind as of late, I know last time we spoke it was closer to $25K and it looks like we're inching up around $50K now that you have some more information about our structure. I appreciate the straightforward pricing discussion up front. We're still working through the idea and timeline for carving off that much capital to put into that project.

There is another component of our business which is the state regulatory side of the actual lending business, I know you are an expert in that world as well. For the immediate future, could we retain you to review our current business processes with regards to lending and get your feedback on any potential compliance issues if you see any?

I'm thinking a good start would be a higher level phone discussion about our current lending practices where I describe the general picture of what we're doing and then you would ask questions along the way to get clarification when needed. From there we could discuss any red flags you may see, or you may say everything sounds good. We've tried hard to be very well versed in Arizona Law and to build our process in a way that is 100% compliant but I think it would be a valuable to discuss what we're doing and get your take on it.

What do you think?

--

Barry Luchtel

License Information:

Company license | State - MB090754 Individual license | State - LO786719

Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ

Hines Realty | Licensed Real Estate Salesperson IA

--

Barry Luchtel

License Information:

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Mortgage Capital & Investment LLC 7520 E Angus Dr. Scottsdale, AZ

Hines Realty | Licensed Real Estate Salesperson IA

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--

Barry Luchtel

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CLARK HILL

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T 480.684.1100
F 480.684.1199

clarkhill.com

David Beauchamp
(480)-684-1126
(480)-684-1199
dbeauchamp@Clarkhill.com

March 2, 2016

Via E-Mail and US Mail
(barryluchtel@gmail.com)

Mr. Barry Luchtel
Kayak Capital, LLC
7150 E. Camelback Road, #444
Scottsdale, AZ 85251

Re: Legal Representation of Kayak Capital, LLC

Dear Barry:

Thank you for this opportunity to work with you and Kayak Capital, LLC. This letter sets forth the terms of our engagement to represent Kayak Capital, LLC, (the "Client"), with regard to Arizona Department of Financial Institutions Compliance. We agree that the scope of our services in the matter is to provide legal services required for this engagement and such other legal services as may be requested by you. We are prepared to provide services beyond this scope after consultation and mutual agreement.

Our fees in this matter are based on hours spent by lawyers and other professionals necessary to produce the work product. Our minimum billing increment is .1 hour. At this time, our lawyer billing rates range from $180 to $650 an hour, and legal assistant rates range from $80 to $195 per hour. These rates may be adjusted periodically to reflect the experience and expertise of our professionals. I will be the principal attorney contact in this matter, unless we otherwise agree. My hourly rate is currently $460. We will transmit our billing on a monthly basis to you.

If you agree to our representation as indicated above, please sign a copy of this letter and return it to our office. Please also include a check payable to "Clark Hill, PLC" in the amount of $3,000, as an initial retainer for use in this matter. This retainer will be held until the end of the transaction, so you will need to pay our monthly invoices on a timely basis. At the end of the transaction, the retainer will be used and applied as indicated in the Standard Terms attached to this letter.

This letter is supplemented by our Standard Terms of Engagement for Legal Services, attached, which are incorporated in this letter and apply to this matter and the other matter(s) for which you engage us.

We look forward to working with you.

Sincerely,

CLARK HILL PLC

David G. Beauchamp

Enclosure

Client accepts, and agrees to be bound by, the foregoing.

KAYAK CAPITAL, LLC

By:____________________________

Barry Luchtel,

Its: Manager

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement provides the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the legal representation, so long as those purposes are legal and do not violate the firm's obligation to the profession or to the judiciary; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of legal services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) obey all orders issued by a court or other tribunal concerning your matter; (B) be candid and truthful with the firm and the court or other tribunal; and (C) pay the firm as provided by this agreement and any other agreements regarding payment for legal services and expenses. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the legal process with anything but courtesy and consideration; (B) demand any assistance which violates the Rules of Professional Conduct; or (C) pursue or insist upon a course of action which the firm reasonably believes to be illegal, fraudulent, offensive or unwise. The firm may terminate this agreement for reasons permitted under the Rules of Professional Conduct.

OBLIGATIONS OF A LAWYER

All lawyers are required to observe and uphold the law, including applicable court rules; and are governed by Rules of Professional Conduct that pertain to our relationship with a client, with third persons, other professionals and the courts. All of these laws and rules apply to our representation of you, and we welcome your inquiry about them.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of such person or entity, such as parent companies, subsidiaries, sibling entities, and/or other affiliates; or employees, officers, directors, shareholders of a corporation, partners of a partnership, members of an association or limited liability company, and/or other constituents of a named client unless our engagement letter expressly provides otherwise

THE SCOPE OF OUR WORK

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. Your obligation to pay our fees as provided in this letter is not in any way contingent upon a result or results in the matter.

Our attorney-client relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notification by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our attorney-client relationship.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on an efficient and timely basis.

PRESERVATION OF EVIDENCE AND COMMUNICATION PROTOCOL IN LITIGATED MATTERS

All evidence of any nature that is arguably relevant to this matter, including but not limited to documents (whether hard copy or electronic) and other physical evidence, must be preserved. Moreover, scheduled routine destruction of any stored records (whether hard copy or electronic) must be suspended immediately until after this matter is concluded. Failure to do so may result in sanctions by a court or tribunal.

In order to preserve the attorney-client privilege that attaches to our communications, it is important that all future oral communications about this matter occur only in the presence of a Clark Hill attorney. Further, all written communications about the matter should be directed to a Clark Hill attorney. You recognize that, while convenient and sometimes necessary, communications transmitted by internet, mobile and other electronic means may not be entirely secure. Therefore, in communicating by such means you accept the risks that such communications may not be protected by the attorney-client privilege, and we agree that no party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any such communications due to any reason beyond that party's reasonable control.

HOW FEES WILL BE SET

Unless our engagement letter provides otherwise, our fees will be charged on an hourly basis, *i.e.*, time expended multiplied by the hourly rates of our lawyers and other professionals. Among the factors we consider in determining the staffing of the matter and the hourly rates charged are:

- The novelty and complexity of the issues presented, and the skill required to perform the legal services;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The experience, reputation and expertise of the lawyers performing the services.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in tenths of an hour.

The hourly rates of our lawyers are adjusted periodically to reflect current levels of legal experience, changes in overhead costs and other factors.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will respond to your request by furnishing an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Retainer and Trust Deposits

Clients of the firm are commonly asked to deposit a retainer with a firm. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. While the retainer is on deposit, you grant us a security interest in such funds. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you will be placed in a trust account for your benefit. Your deposit will be placed in a pooled account unless you request a segregated account. By law, interest earned on the pooled account is payable to a charitable foundation. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Expenses

We frequently incur and/or pay on behalf of our clients a variety of expenses arising in connection with legal services. These expenses include charges made by courts, other government agencies, and service vendors. You authorize us to incur such charges on your behalf, and agree to reimburse the firm to the extent we pay these charges on your behalf. You also authorize us to incur on your behalf expenses incidental to the representation, including but not limited to deposition and transcript costs; witness fees; travel expenses; charges of outside experts and consultants; and other legal counsel fees. You agree that you will be solely responsible for such expenses and that the firm will not be responsible for such expenses. We will usually advance expenses up to $100, and require that our clients directly pay, or deposit with us funds to pay, expenses exceeding $100.

The firm does not charge for internal costs of routine copying, telephone, third party charges for research, faxes, secretarial overtime, mailing, and the like. However, the firm does charge for extraordinary expenses of this type, and we will bill you for them at our cost.

Files and Other Materials

Files generated in the matter will be retained by the firm as required by law, and thereafter may be retained or destroyed, at our discretion. To the extent we retain them, we will provide you reasonable access to matter files in accordance with applicable law, excluding firm files (firm administrative records, time and expense reports, personnel and staffing materials, accounting records, and internal lawyers' work product, *e.g.*, drafts, notes, internal memoranda, legal research, and factual research). Matter files to which you are given access may be reproduced at your request and at your expense. We reserve the right to make and retain copies of all documents generated or received by us in connection with the matter. After our engagement in this matter ends, upon your request and at your expense we will return any property you have entrusted to us, unless there is a balance on your account. If there is a balance on your account, the firm will assert a retaining lien on such property to the extent allowed by law. If you have not requested return of such property within a reasonable time after our engagement in the matter ends, we may retain or destroy such property at our discretion.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs and internal charges incurred before termination and in connection with an orderly transition of the matter.

The Rules of Professional Conduct list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: persistence in a course of conduct which we reasonably believe to be criminal or fraudulent, insistence upon pursuing an objective which we consider to be repugnant or imprudent, failure of a substantial nature to fulfill an obligation after reasonable warning that it will result in our withdrawal, or other good cause.

Billing Arrangements and Terms of Payment

Our invoices will report the hours and rates for attorneys and other professionals on the matter, and describe the work performed. Unless otherwise provided in our engagement letter, we will provide you with a bill on a monthly basis. Payment is due on receipt. Any balance unpaid after 30 days of the date of the invoice shall accrue interest at the rate of seven percent (7%) per annum. Payments shall be applied first to costs and expenses, then to accrued interest, if any, and then to the unpaid fees.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. We may also request permission of any court in which we have filed an appearance on your behalf to allow us to withdraw as your counsel, and you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that, in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.