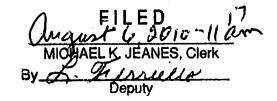
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1 Guttilla Murphy Anderson Ariz. Firm No. 00133300 Patrick M. Murphy (Ariz. No. 002964) City North 5415 E. High St., Suite 200 3 Phoenix, Arizona 85054 Email: pmurphy@gamlaw.com Phone: (480) 304-8300 4 Fax: (480) 304-8301 5 Attorneys for the Receiver 6 IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA 7 IN AND FOR THE COUNTY OF MARICOPA Guttilla Murphy Anderson, P.C. City North 5415 E. High Street, Suite 200 Phoenix, AZ 85054 (480) 304-8300 8 STATE OF ARIZONA ex rel. LAUREN KINGRY, Superintendent of the Arizona 9 Department of Financial Institutions, Cause No. CV2009-020595 Plaintiff, 10 ν. ORDER RE: PETITION NO. 25 11 LANDMARC CAPITAL & INVESTMENT COMPANY, 12 Defendant. (Assigned to Judge Sam Myers) 13 14 15 The Receiver having filed Petition No. 25, and the Court having considered same, and 16 it appearing to the Court that the matters requested by Petition No. 25 are reasonable, just and 17 appropriate: 18

NOW, THEREFORE, IT IS HEREBY ORDERED:

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1. Authorizing the Receiver to: (a) reimburse Landmarc Capital & Investment Company ("Landmarc") for the Loan Charges from the Pay-Off Proceeds on the Garcia Loan and distribute the remaining funds to the Custodian of the Greenberg IRA in accordance with

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the procedures set forth in this Court's Order No. 8, and (b) record a release of the Garcia DOT on behalf of Landmarc and the beneficiaries.

- 2. Authorizing the Receiver to: (a) record the Assignment of Deed of Trust from the Dillon Family Trust ("Dillon") reassigning back to Landmarc all beneficial interest in the Camacho Loan and Camacho DOT, and then (b) upon reimbursement to Landmarc for all of the Loan Charges, execute in the name of Landmarc and record an assignment from Landmarc to Landmarc Capital Partners, LLC ("Partners") all of the beneficial interest under the Camacho Loan and DOT.
- Authorizing the Receiver to: (a) execute in the name of Partners and record an 3. assignment from Partners to Landmarc of 40.53% beneficial interest in the Granados DOT and Loan, (b) record the Assignment of Deed of Trust from Dillon reassigning back to Landmarc all beneficial interest of Dillon in the Granados Loan and DOT, and then (c) upon reimbursement to Landmarc for Partner's pro-rata share of the unpaid Loan Charges, execute in the name of Landmarc and record an assignment from Landmarc to Partners of 40.54% of the beneficial interest under the Granados Loan and DOT.
- 4. Authorizing the Receiver to record an assignment to Partners from TBM Associates, LLC of all of its beneficial interest under the Minnis DOT.
- 5. Authorizing the Receiver to: (a) execute and record on behalf of Landmarc as the Manager of Partners acting on Partner's behalf, an assignment to Landmarc of all of Partners' beneficial interest under the Martos Loan and DOT, (b) upon reimbursement to Landmarc for all of the Loan Charges, execute in the name of Landmarc and record an

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assignment from Landmarc to Spaulding all of the beneficial interest under the Martos Loa
and DOT; and (c) transfer the Martos Loan to a New Servicing Agent pursuant to the
procedures set forth in this Court's Order No. 4.
6. Authorizing the Receiver to: (a) in the name of Landmarc as attorney in fact

- for the Andersens, execute and record an Assignment of Deed of Trust reassigning back to Landmarc all beneficial interest in the Aaron Loan and DOT, and then (b) upon reimbursement to Landmarc for all of the Loan Charges, execute in the name of Landmarc and record an assignment from Landmarc to Partners of 100% of the beneficial interest under the Aaron Loan and DOT, and (c) transfer the Aaron Loan to a New Servicing Agent pursuant to the procedures set forth in this Court's Order No. 4.
- Authorizing Thomas Giallanza, as Deputy Receiver, to execute all necessary 7. documents to effectuate this order.

Dated this 6 day of 49, 2010.

Judge of the Superior Court

1157-001(97042)

HONORABLE SAM J. MYERS