

**Index of Exhibits to
Petition No. 100**

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- Exhibit 10 - Quit Claim Deed from Westend to Westend
- Exhibit 11 - Trustee's Deed Upon Sale to Schupak and Landmarc

EXHIBIT 1

Parcel No. 1:

Homestead Entry Survey No. 60 in Yavapai County, Arizona described as follows:

BEGINNING at Corner No. 1., from which the standard corner to Township 13 North, Range 1 and 2 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, bears North 24 degrees, 51 minutes East, 61 .5 chains distant;

THENCE North 77 degrees, 30 minutes West, 32.36 chains to Corner No 2;

THENCE North 45 degrees 57 minutes West, 21.75 chains to Corner No. 3:

THENCE South 66 degrees, 37 minutes West, 19.73 chains to Corner No. 4;

THENCE South 26 degrees, 42 minutes West, 17.08 chains to Corner No. 5;

THENCE North 67 degrees, 29 minutes West, 9.33 chains to Corner No. 6;

THENCE South 25 degrees, 25 minutes East, 9.45 chains to Corner No. 7;

THENCE North 67 degrees, 23 minutes East, 22.21 chains to Corner No. 8;

THENCE South 63 degrees, 48 minutes East, 23.91 chains to Corner No. 9;

THENCE South 80 degrees, 25 minutes East. 37.24 chains to Corner No. 10;

THENCE North 04 degrees, 35 minutes West, 14.1 B chains to Corner No. 1, the TRUE POINT OF BEGINNING

Parcel No. 2:

Lot 6 (fractional Northwest quarter of the Southeast quarter) Lot 10 (fractional Southwest quarter of the Southeast quarter) and the Southeast quarter of the Southeast quarter of Section 1, Township 12 North, Range 1 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

Parcel No. 3:

Lots 1,2,3,4,5,7,8 and 9, the South half of the Northeast quarter, the Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southeast quarter of Section 1, Township 12 North, Range 1 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona;

EXCEPT all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from United States of America.


PORTIONS of the above parcels lying within Section 1, also known as Lots 1 through 16, inclusive, AGUA FRIA VALLEY, recorded in Book 29 of Land Survey, Pages 99 and 100, records of Yavapai County, Arizona.

29012883-0 (0008) AZ41

WHEN RECORDED MAIL TO:

BOB PALM & TODD POIRIER
15207 N. 75th Street, Ste 101
Scottsdale, Arizona 85280

TRUSTEE'S SALE NO: 29012883-0
TSG POLICY NO:

	INSTRUMENT # 9239364
	OFFICIAL RECORDS OF YAVAPAI COUNTY PATSY C. JENNEY
	REQUEST OF: TRANSAMERICA TITLE INS CO
	DATE: 09/14/92 TIME: 15:45
	FEE: 5.00 SC: 4.00 PT: 1.00
	BOOK 2531 PAGE 973 PAGES: 003



TRUSTEE'S DEED

TRANSAMERICA TITLE INSURANCE COMPANY, a California Corporation, qualified to do business in the State of Arizona, hereinafter particularly described, the First Party, hereby quit claims, without covenant or warranty, express or implied, to ROBERT J. PALM, husband of Shayla Palm, as his sole and separate property and TODD POIRIER, husband of Angela Poirier*, the Second Party, all of the real property situated in YAVAPAI County, State of Arizona, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (LEGAL DESCRIPTION)

INCLUDING all interest or claim in such property acquired subsequent to the recording of the Deed of Trust and prior to delivery of the Trustee's Deed. This conveyance is made pursuant to the powers conferred upon First Party by Arizona Laws and that certain Deed of Trust between J A C K PARTNERSHIP, an Arizona general partnership as ORIGINAL TRUSTOR, COMMONWEALTH TITLE OF ARIZONA, an Arizona corporation, as ORIGINAL TRUSTEE, and CHURCHILL GARY BELL AND JANET EILEEN BELL, husband and wife as ORIGINAL BENEFICIARY, dated May 27, 1987 and recorded on June 10, 1987 in DOCKET NUMBER 1942 PAGE NUMBER 103 in the office of the County Recorder of YAVAPAI County, State of Arizona, and after the fulfillment of the conditions specified by Law and in said Deed of Trust authorizing this conveyance, and; AS PROVIDED by Law, said property was sold by said TRUSTEE at public auction on August 7, 1992, in the said County of YAVAPAI, in which said property is situated, in full accordance with the Laws of the State of Arizona, and the terms of said Deed of Trust. Said Second Party being the highest bidder at such sale became the purchaser of said property and paid therefore to said TRUSTEE the amount bid, being \$456,826.61 in lawful money of the United States.

*dealing with his sole and separate property

BOOK 2531 PAGE 973

29012883-0 (0009) A241

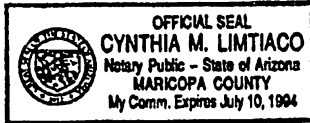
IN WITNESS WHEREOF, TRUSTEE has executed this deed on August 7, 1992.
EXEMPT PURSUANT TO A.R.S. 42-1614(B)(1).

TRANSAMERICA TITLE INSURANCE COMPANY
a California Corporation
TRUSTEE under Deed of Trust

By: *Ronald W. Morris*
Ronald W. Morris
ASSISTANT SECRETARY

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On August 7, 1992, before me, the undersigned Notary Public, personally appeared Ronald W. Morris, known to me to be the Assistant Secretary of TRANSAMERICA TITLE INSURANCE COMPANY, a California Corporation, and acknowledged that he/she executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.



Cynthia M. Limtiaco
Notary Public

BOOK 2531 PAGE 974

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL NO. 1:

Homestead Entry Survey No. 60 in Yavapai County, Arizona described as follows:

BEGINNING at corner No. 1, from which the standard corner to Township 13 North, Range 1 and 2 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, bears North 24° 51' East, 61.5 chains distant; thence North 77° 30' West, 32.36 chains to corner No. 2; thence North 45° 57' West, 21.75 chains to corner No. 3; thence South 66° 37' West, 19.73 chains to corner No. 4; thence South 26° 42' West, 17.08 chains to corner No. 5; thence North 67° 29' West, 9.33 chains to corner No. 6; thence South 25° 25' East, 9.45 chains to corner No. 7; thence North 67° 23' East, 22.21 chains to corner No. 8; thence 63° 48' East, 23.91 chains to corner No. 9; thence South 80° 25' East, 37.24 chains to corner No. 10; thence North 4° 35' West, 14.18 chains to corner No. 1, the PLACE OF BEGINNING.

PARCEL NO. 2:

Lot 6 (fractional Northwest quarter of the Southeast quarter), Lot 10 (fractional Southwest quarter of the Southeast quarter) and the Southeast quarter of the Southeast quarter of Section 1, Township 12 North, Range 1 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL NO. 3:

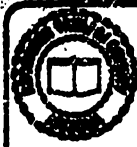
Lots 1, 2, 3, 4, 5, 7, 8 and 9, the South half of the Northeast quarter of the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southeast quarter of Section 1, Township 12 North, Range 1 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

EXCEPT all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from United States of America.

B770W 2531 PAGE 975

RECORDED MAIL TO:

M/M Bell
P.O. Box 172
Mayer, Arizona 86333



INSTRUMENT # 9708796
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY C. JENNEY-COLON
REQUEST OF:
TRANSACTION TITLE INS CO
DATE: 02/20/97 TIME: 10:20
FEE: 5.00 SC: 4.00 PT: 1.00
BOOK 3361 PAGE 040 PAGES: 003


10
C

CAPTION HEADING . QUIT CLAIM DEED

THIS INSTRUMENT IS BEING RE-RECORDED TO ATTACHED EXHIBIT "A"

BOOK 3361 PAGE 40

TO: BELL
P.O. BOX 172
MAYER, AZ 86333

 INSTRUMENT 9707355
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY C. JENNEY-COLON
REQUEST OF:
TRANSACTION TITLE INS CO
DATE: 02/12/97 TIME: 09:30
FEE: 5.00 SC: 4.00 PT: 1.00
BOOK 3357 PAGE 025 PAGES: 001

11

QUIT CLAIM DEED

For the consideration of Ten Dollars, and other valuable considerations, Churchill Gary Bell and Janet E. Bell, Husband and wife hereby quit-claim to Robert James Palm, husband of Shayla Palm, as his sole and separate property, and Todd Poirier, husband of Angela Poirier, as his sole and separate property, all right, title or interest in the following real property situated in Yavapai County, Arizona:

SEE EXHIBIT "A"

This Quit Claim Deed is to clear title due to a typographical error on the Legal Description on previous Deeds. This in no way constitutes a release of the Deed of Trust and Promissary Note as recorded in Book 2531, Page 976 and re-recorded in Book 2536, Page 529, and re-recorded in book 3357, Pages 18-24.

NO TRANSFER FEE NECESSARY
EXEMPT UNDER ARS-42-1614 A-4

Dated this 11 day of February, 19 97.
Churchill Gary Bell
Churchill Gary Bell

Janet E. Bell
Janet E. Bell

SEAL

STATE OF ARIZONA }
County of YAVAPAI } ss.

This instrument was acknowledged before me this 11 day of FEBRUARY, 19 97, by CHURCHILL GARY BELL
JANET E. BELL
Mary E. Hansen
Notary Public

My commission will expire

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this _____ day of _____, 19 _____, by _____

Notary Public

My commission will expire

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel No. 1

Homestead Entry Survey No. 60 in Yavapai County, Arizona described as follows:

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Parcel No. 2

Lot 6 (fractional Northwest Quarter of the Southeast Quarter, (Lot 10 (fractional Southwest Quarter of the Southeast Quarter) and the Southeast Quarter of the Southeast Quarter of Section 1, Township 12 North, Range 1 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

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EXCEPT all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from United States of America.

Portions of the above parcels lying within Section 1, also known as Lots 1 through 15, inclusive, AGUA FRIA VALLEY, recorded in Book 29 of Land Surveys, Pages 99 and 100, records of Yavapai County, Arizona.

3383223 BK 3860 PG 591
Yavapai County
Patsy Jenney-Colon, Recorder
09/04/2001 05:31P PAGE 1 OF 2
LOUIS B SCHAEFFER FC
RECORDING FEE 7.00
SURCHARGE 4.00
POSTAGE 0.00

FSC
\$ 7
\$1
\$5
\$1
\$11

Mail to:
Louis B. Schaeffer, P.C.
5141 North 40th Street
Suite 250
Phoenix, AZ 85018-2100

SPECIAL WARRANTY DEED

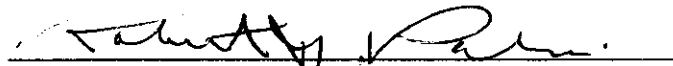
For the consideration of Ten Dollars, and other valuable consideration, Robert J. Palm, a married man dealing with his sole and separate property ("Grantor"), hereby conveys to Westend Investments, LLC, an Arizona limited liability company ("Grantee"), all of Grantor's undivided one-half interest in the following described real property situated in Yavapai County, Arizona:

Legal description is set forth on attached Exhibit "A"

Subject to current taxes and assessments, reservations, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

Grantor hereby binds himself and his successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters set forth above.

DATED this 9th day of August, 2001.


Robert J. Palm

COUNTRY OF CANADA)
) ss.
Province of British Columbia)

SEAL

Before me, the undersigned Notary Public, on this 9th day of August, 2001, personally appeared Robert J. Palm, who acknowledged to me that he executed the foregoing document.



Notary Public
JOSEPH F. GALATI
Barrister & Solicitor
SUITE 1007 - 808 NELSON STREET
VANCOUVER, B.C.
V6Z 2H2

EXHIBIT "A"

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PORTIONS of the above parcels lying within Section 1, also known as Lots 1 through 16, inclusive, AGUA FRIA VALLEY, recorded in Book 29 of Land Surveys, Pages 99 and 100, records of Yavapai County, Arizona.

Mail to:
Louis B. Schaeffer, P.C.
5141 North 40th Street
Suite 250
Phoenix, AZ 85018-2100

SPECIAL WARRANTY DEED

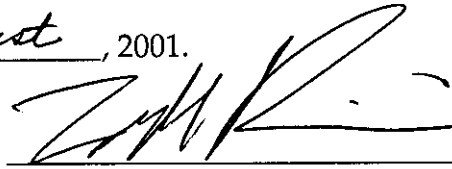
For the consideration of Ten Dollars, and other valuable consideration, Todd Poirier, a single man ("Grantor"), hereby conveys to Westend Investments, LLC, an Arizona limited liability company ("Grantee"), all of Grantor's undivided one-half interest in the following described real property situated in Yavapai County, Arizona:

Legal description is set forth on attached Exhibit "A"

Subject to current taxes and assessments, reservations, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

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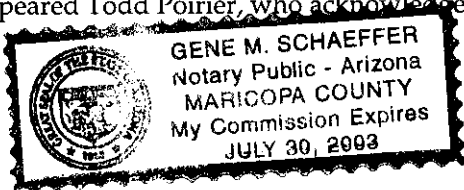
DATED this 24th day of August, 2001.

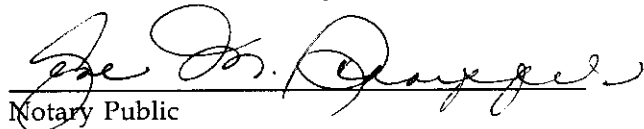


Todd Poirier

STATE OF ARIZONA)
) ss.
County of Maricopa)

Before me, the undersigned Notary Public, on this 24th day of August, 2001, personally appeared Todd Poirier, who acknowledged to me that he executed the foregoing document.





Notary Public

FEE
\$ 7
\$1
\$6
\$1
\$1
8

EXHIBIT "A"

PARCEL NO. 1:

Homestead Entry Survey No. 60 in Yavapai County, Arizona described as follows:

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PARCEL NO. 2:

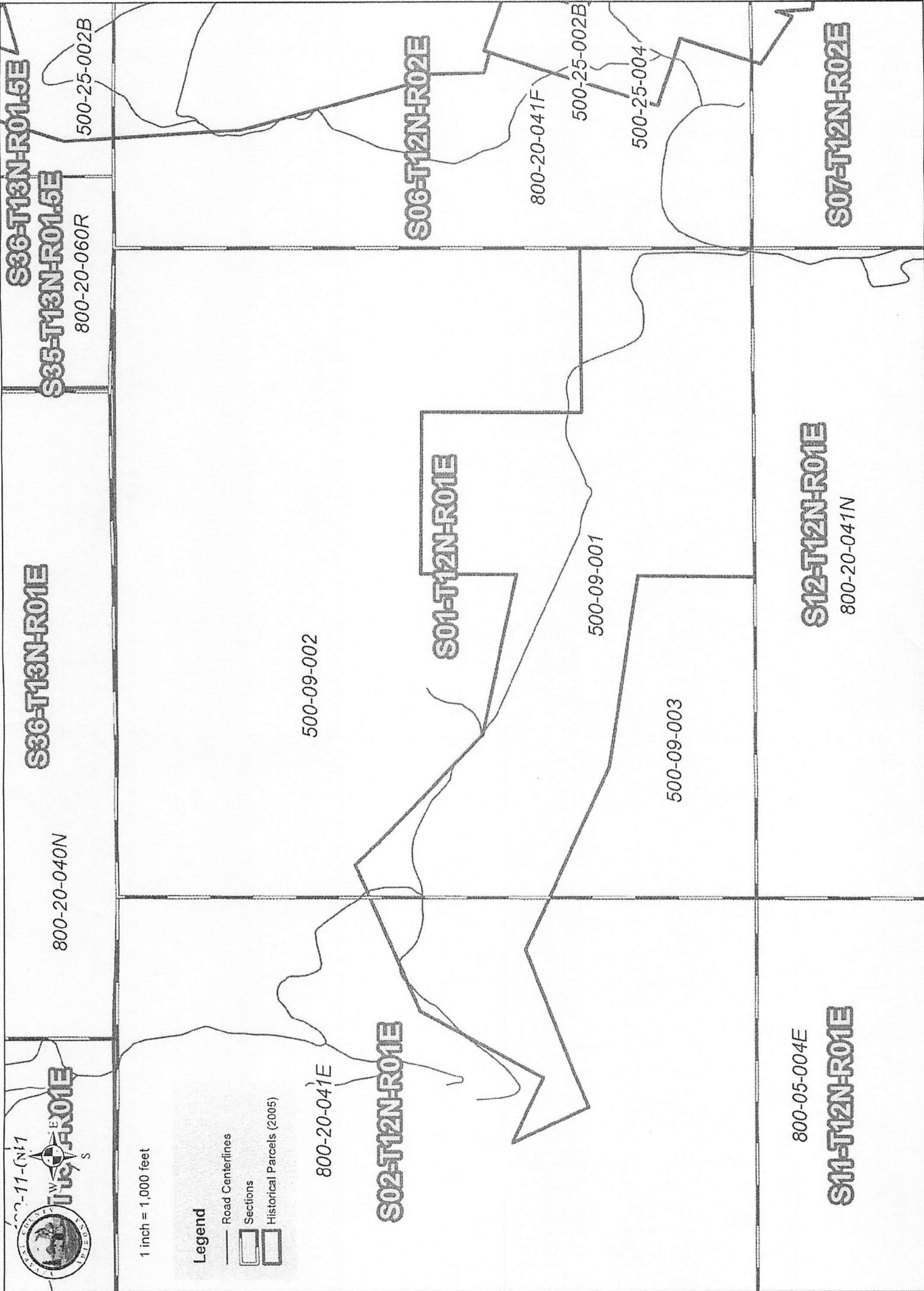
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PORTIONS of the above parcels lying within Section 1, also known as Lots 1 through 16, inclusive, AGUA FRIA VALLEY, recorded in Book 29 of Land Surveys, Pages 99 and 100, records of Yavapai County, Arizona.



YAVAPAI COUNTY ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS AND/OR INACCURACIES IN THIS MAPPING PRODUCT. THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING OR SURVEYING PURPOSES. USERS OF THIS INFORMATION SHOULD REVIEW OR CONSULT THE PRIMARY DATA AND INFORMATION SOURCES TO ASCERTAIN THE USABILITY OF THE INFORMATION.

Date: 1/30/2017

Exhibit 6

REVISED ALTA/ACSM LAND TITLE SURVEY

L.S. 131/83

LEGAL DESCRIPTION

PARCEL 1:
LOTS 1 THROUGH 16, INCLUSIVE, AGUA FRIA VALLEY, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 29 OF RESULT OF SURVEY, PAGES 99-100.

(EXCEPTING ALL URANIUM, THORIUM OR OTHER MATERIALS WHICH ARE MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, AS RESERVED IN THE PATENT RECORDED IN BOOK 25 OF OFFICIAL RECORDS, PAGE 17.

PARCEL 2:
HOMESTEAD ENTRY SURVEY NO. 60, IN YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1 FROM WHICH THE STANDARD CORNER TO TOWNSHIP 13 NORTH, RANGE 1 AND 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEARS NORTH 24 DEGREES, 51 MINUTES EAST, 61.5 CHAINS DISTANT:

- THENCE NORTH 77 DEGREES, 30 MINUTES WEST, 32.36 CHAINS TO CORNER NO. 2;
- THENCE NORTH 45 DEGREES, 57 MINUTES WEST, 21.75 CHAINS TO CORNER NO. 3;
- THENCE SOUTH 66 DEGREES, 37 MINUTES WEST, 19.73 CHAINS TO CORNER NO. 4;
- THENCE SOUTH 26 DEGREES, 42 MINUTES WEST, 17.08 CHAINS TO CORNER NO. 5;
- THENCE NORTH 67 DEGREES, 29 MINUTES WEST, 9.33 CHAINS TO CORNER NO. 6;
- THENCE SOUTH 25 DEGREES, 25 MINUTES EAST, 9.45 CHAINS TO CORNER NO. 7;
- THENCE NORTH 67 DEGREES, 23 MINUTES EAST, 22.21 CHAINS TO CORNER NO. 8;
- THENCE SOUTH 63 DEGREES, 48 MINUTES EAST, 23.91 CHAINS TO CORNER NO. 9;
- THENCE SOUTH 80 DEGREES, 25 MINUTES EAST, 37.24 CHAINS TO CORNER NO. 10;
- THENCE NORTH 4 DEGREES, 35 MINUTES WEST, 14.18 CHAINS TO CORNER NO. 1, AND THE PLACE OF BEGINNING.

(EXCEPTING THEREFROM THAT PORTION LYING WITHIN LOTS 1 THROUGH 16, INCLUSIVE, AGUA FRIA VALLEY, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 29 OF RESULT OF SURVEY, PAGES 99-100.

TITLE INFORMATION

THE FOLLOWING LIST CONSISTS OF THE SCHEDULE B EXCEPTIONS, OF THE COMMITMENT FOR TITLE INSURANCE, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NUMBER 4427748, EFFECTIVE DATE APRIL 15, 2005:

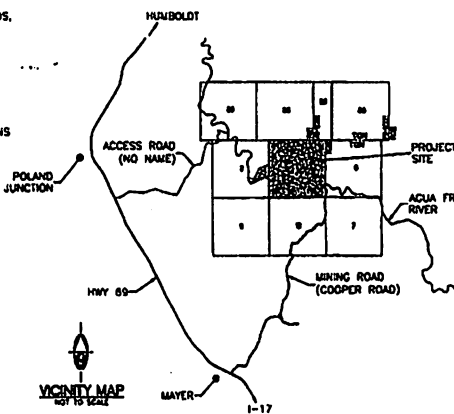
ITEM NO.	BOOK/PAGE	DESCRIPTION	STATUS
1		PATENT RESERVATIONS	BLANKET
2		MINING RIGHTS	BLANKET
3		WATER RIGHTS AND CLAIMS	BLANKET
4		RIGHTS OR CLAIMS OF TITLE	BLANKET
5	130 (DEEDS) 160	RESERVATIONS/CONDITIONS	AS SHOWN
6	29 (SURVEYS) 79 & 100	EASEMENTS	AS SHOWN

SCHEDULE B ITEMS

AS TO THE TITLE MATTERS SHOWN HEREON, SHEPARD-WEBNITZER, INC. HAS RELIED SOLELY ON THE COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY (ORDER NO. 4427748), EFFECTIVE DATE APRIL 15, 2005. SHEPARD-WEBNITZER, INC. AND PATRICK W. NAVILLE, R.L.S., MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT COMMITMENT FOR TITLE INSURANCE.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY SHALL BE ASSUMED FOR ANY ERRORS OR OMISSIONS. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PORTION OF SECTIONS 1 AND 2, TOWNSHIP 13 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA
664.10 ACRES +/-



BASE OF BEARINGS AND COORDINATES

LINEAR UNIT: INTERNATIONAL FOOT
GEODETIC DATUM: NAD 1983 (EPOCH 1999)
VERTICAL DATUM: NGVD 1929 (SEE BELOW)
SYSTEM: SHEPARD-WEBNITZER
ZONE: MAYER
PROJECTION: TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 34°20'00" N
LONGITUDE OF CENTRAL MERIDIAN: 112°13'00" W
NORTHING AT GRID ORIGIN: 0.000 FT
EASTING AT CENTRAL MERIDIAN: 20,000,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000207 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT "CORDES JUNCTION RM 1" (PID E10223) USING GPS WITH NGS GEOID MODEL "GEOID03". ALL ELEVATIONS HEREON ARE REFERENCED TO THE NGVD 1929 HEIGHT OF THIS STATION, WHICH IS NOMINALLY THE VERTICAL DATUM OF FEMA.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO NGS POINT CORDES JUNCTION (PID E10223). A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ACCURACY ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST SQUARES ADJUSTMENT OF OVER-DETERMINED AND STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT CORDES "CORDES JUNCTION" CONTROL POINT (OFF SITE)

LATITUDE: 34°20'01.56733"N (FIXED)
LONGITUDE: 112°07'13.58704"W (FIXED)
ELLIPSOID HEIGHT: 3739.901 FT (±0.05311)

POINT #002 "CORDES JUNCTION RM 1" CONTROL POINT (OFF SITE)

LATITUDE: 34°20'01.84924"N (±0.03981)
LONGITUDE: 112°07'13.58704"W (±0.03581)
PUBLISHED ELEVATION (NGVD 29): 3825.44 FT (FIXED)

POINT #5001 N.C.C. S1/S2 T124 R1E (P.L.O. BRASS CAP)

LATITUDE: 34°27'27.30457"N (±0.01211)
LONGITUDE: 112°13'08.62755"W (±0.01211)
ELLIPSOID HEIGHT: 4347.722 FT (±0.03511)

POINT #004 N.C.C. CORNER S1 T124 R1E (5/8" PLASTIC CAPPED BERRAN)

LATITUDE: 34°27'27.31859"N (±0.01111)
LONGITUDE: 112°13'07.78908"W (±0.01011)
ELLIPSOID HEIGHT: 4309.372 FT (±0.02711)

LAND SURVEYOR CERTIFICATE

TO FIRST AMERICAN TITLE INSURANCE COMPANY AND WESTEND INVESTMENTS, LLC
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1998, AND INCLUDED ITEMS 1, 6, 8, 10, 14, 15 AND 16 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE AND THAT THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION, THE INFORMATION SHOWN HEREON IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

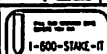
DATE: 1/16/07

(PATRICK W. NAVILLE)
REGISTRATION NO. 13015



DESCRIPTION	SHEET
COVER SHEET	1
BOUNDARY GEOMETRY	2
NES 60 BOUNDARY/DETAILS	3
SITE IMPROVEMENTS/DETAILS	4

ZONING/BACKS	
ZONING - RCU2A	
FRONT = 50'	
REAR = 50'	
INTERIOR SDC = 25'	
EXTERIOR SDC = 30'	
MAXIMUM BUILDING HEIGHT = 30' FROM NATURAL GRADE	



NO.	DESCRIPTION	DATE	BY
1	1 SURVEY INSTRUMENT		

SHEPARD - WEBNITZER, INC.
CIVIL ENGINEERING AND SURVEYING
1146 W. HWY 69A SUITE D, SEDONA, AZ 86340
(928) 888-1001

DATE	BY
1/16/07	PN

HOODN VALLEY RANCH		YAVAPAI COUNTY ARIZONA	
ALTA/ACSM LAND TITLE SURVEY		1	4

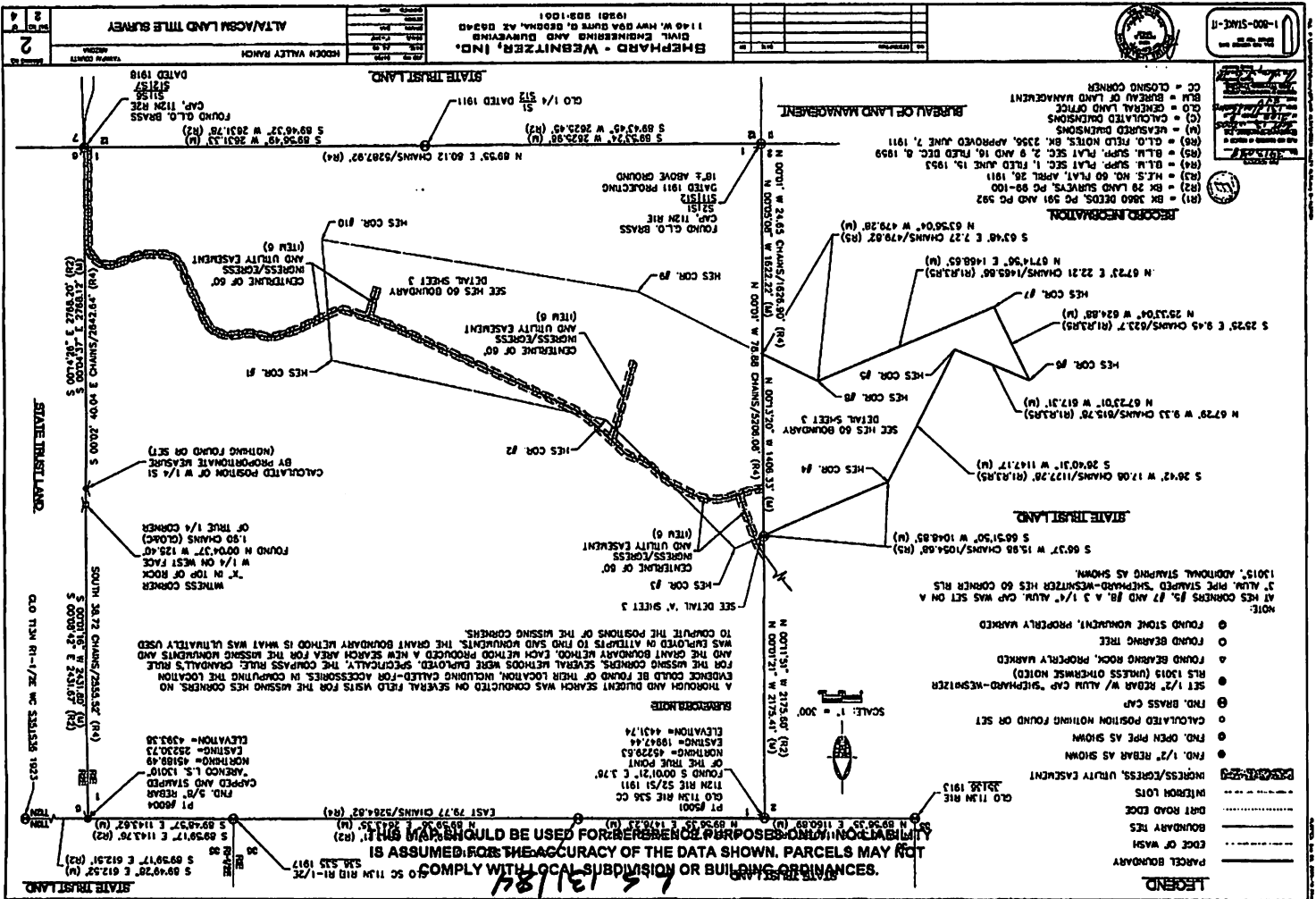
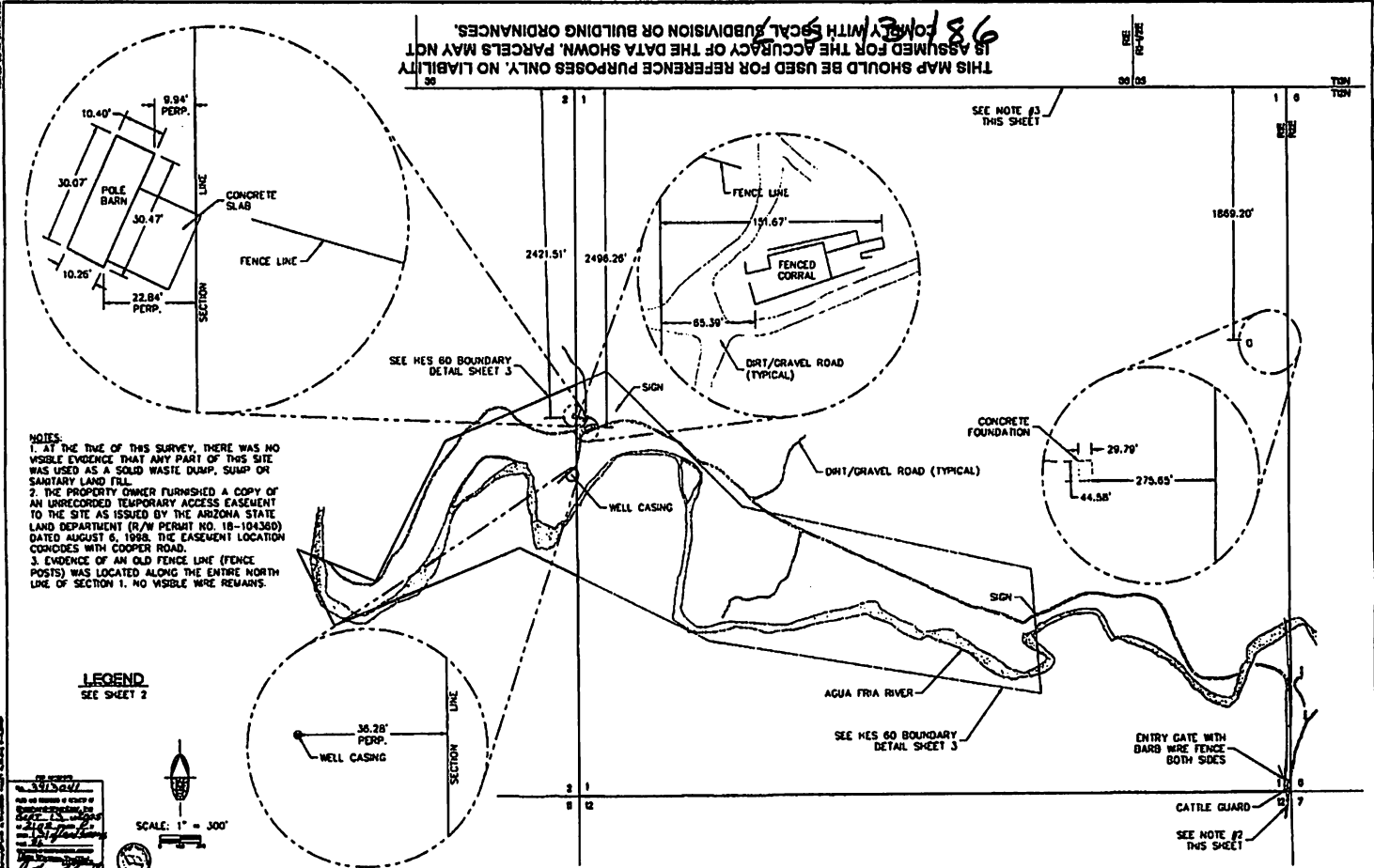


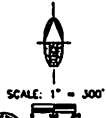
Exhibit 7

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



NOTES:
 1. AT THE TIME OF THIS SURVEY, THERE WAS NO VISIBLE EVIDENCE THAT ANY PART OF THIS SITE WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LAND FILL.
 2. THE PROPERTY OWNER FURNISHED A COPY OF AN UNRECORDED TEMPORARY ACCESS EASEMENT TO THE SITE AS ISSUED BY THE ARIZONA STATE LAND DEPARTMENT (R/W PERMIT NO. 18-104360) DATED AUGUST 6, 1998. THE EASEMENT LOCATION COINCIDES WITH COOPER ROAD.
 3. EVIDENCE OF AN OLD FENCE LINE (FENCE POSTS) WAS LOCATED ALONG THE ENTIRE NORTH LINE OF SECTION 1. NO VISIBLE WIRE REMAINS.

LEGEND
 SEE SHEET 2



SHEPARD - WEBNITZER, INC.
 CIVIL ENGINEERING AND SURVEYING
 1148 W. HWY 99A SUITE B, SEDONA, AZ 86340
 (928) 282-1001

NO.	DESCRIPTION	DATE	BY

SHEPARD - WEBNITZER, INC.
 CIVIL ENGINEERING AND SURVEYING
 1148 W. HWY 99A SUITE B, SEDONA, AZ 86340
 (928) 282-1001

DATE	BY

MOON VALLEY RANCH
 ALTA/ACSM LAND TITLE SURVEY
 SHEET NO. 4
 OF 4

FIDELITY NATIONAL TITLE

When recorded, mail to:

Landmarc Capital & Investment Company
4110 N Scottsdale Rd., Ste 330
Scottsdale, AZ 85251

Ana Wayman-Trujillo, Recorder
OFFICIAL RECORDS OF YAVAPAI COUNTY
CHICAGO TITLE INS CO DOT

B-4389 P-331
04/27/2006 04:02P
18.00 4005426



B-4389 P-331
Page: 1 of 9
DOT 4005426

18

\$	✓
\$8	✓
\$5	
\$1	✓
\$	✓

1/4 <5029092

DEED OF TRUST AND ASSIGNMENT OF RENTS

DATE: As of April 18, 2006

TRUSTOR: Westend Investments, L.L.C., an Arizona Limited Liability Company

Whose mailing address is: 16232 East Inca Avenue, Fountain Hills, AZ 85268

TRUSTEE: Fidelity National Title Insurance Company, an Arizona Corporation

Whose mailing address is: 2390 East Camelback Road, Suite 426, Phoenix, Arizona 85016

BENEFICIARY: Landmarc Capital & Investment Company, an Arizona corporation

Whose mailing address is: 4110 N Scottsdale Rd., Ste 330, Scottsdale, AZ 85251

Property situated in the County of Yavapai, State of Arizona, as described as follows:

SEE ATTACHED EXHIBIT "A"
PARCEL NUMBER: 500-09-001/500-09-002/500-09-003

Together with all buildings, improvements and fixtures thereon or hereinafter erected thereon.

Street address, if any, or identifiable location of this property:
500-09-001/500-09-002/500-09-003, Mayer, AZ 86333

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS ("Deed of Trust"), made on the above date by, between and among the TRUSTOR, TRUSTEE and Beneficiary above named.

WITNESSETH: That Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with power of sale, the above-described real property (the "Trust Property"), together with all leases, issues, profits, or income therefrom (all of which are hereinafter called "property income"): SUBJECT, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income;

RP



FOR THE PURPOSE OF SECURING (the "Secured Obligations"):

- A. Payment of the indebtedness in the principal sum of \$2,500,000.00 evidenced by a Promissory Note or Notes of even date herewith, and any extension or renewal thereof, executed by Trustor in favor of Beneficiary or order.
- B. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by this Deed of Trust.
- C. Performance of each agreement of Trustor herein contained.
- D. Payment and performance of all future advances and other obligations that Trustor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when a writing evidences the parties' agreement that the advance or obligation be secured by this Deed of Trust; and
- E. Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

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

1.1 To keep said Trust Property in good condition and repair; not to remove or demolish any building, thereon; to complete or restore promptly and in good and workmanlike manner any building or Improvement 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 Trust 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 Trust Property in violation of law; and do all other acts which from the character or use of said Trust Property may be reasonably necessary, the specific enumerations herein not excluding the general.

1.2 To provide, maintain, and deliver to Beneficiary fire, casualty and liability insurance satisfactory to Beneficiary, and with Beneficiary as an additional insured. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor for the restoration of the Trust Property. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

1.3 To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.



1.4 To pay, before delinquent, all taxes and assessments affecting said Trust Property; when due, all encumbrances charges, and liens, with interest, on said Trust Property or any part thereof; all costs, fees, and expenses of this trust, including without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

1.5 To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the Note or Notes secured by this Deed of Trust or at the legal rate if it secures a contract or contracts other than a promissory Note or Notes. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on the Trust Property and immediately due and payable at option of Beneficiary or Trustee.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do any act in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to do so may enter upon the Trust Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien against the Trust Property; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

IT IS MUTUALLY AGREED:

2.1 That any award of damages in connection with any condemnation or any such taking, or for injury to the Trust Property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust), and upon receipt of such monies Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2.2 That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

2.3 That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said Note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness,



the Trustee may (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part hereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

2.4 That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note(s) to Trustee for cancellation, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the Trust Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

2.5 That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the Trust Property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such Trust Property income as it becomes due and payable. Upon any such default, Beneficiary 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 Trust Property or any part thereof, in his own name sue for or otherwise collect such Trust Property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said Trust Property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

2.6 Under no circumstances shall Beneficiary have any duty to produce rents from the Trust Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Trust Property, Beneficiary is not and shall not be deemed to be:

- (a) A "mortgagee in possession" for any purpose; or
- (b) Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Trust Property, or any negligence in the management, upkeep, repair or control of the Trust Property; or
- (c) Liable in any manner for the Trust Property or the use, occupancy, enjoyment or operation of all or any part of it.

That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold the Trust Property under this Deed of Trust. Beneficiary also shall



deposit with Trustee this Deed of Trust, said Note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement, the Trustee shall sell, in the manner required by law, said Trust Property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase the Trust Property at such sale.

After deduction of all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, 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 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 Beneficiary to recover a deficiency judgment for any balance due hereunder.

In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity. All rights and remedies shall be cumulative.

2.7 That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor, by registered or certified mail, and by recordation of a Notice of Resignation of Trustee in the office of the County Recorder in each County in which trust property or some part thereof is situated.

2.8 That 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 Beneficiary shall mean the owner and holder of the Note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

2.9 To the extent permitted by law, Trustor hereby waives the right to plead the statute of limitations as a defense to any and all obligations secured by this Deed of Trust.

2.10 That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.



2.11 Until the Secured Obligations have been paid in full, the Trustor's sole business purpose shall be the acquisition, ownership and operation of the Trust Property. The Company shall at all times during the term of the Secured Obligations conduct its business affairs in compliance with the following: Trustor shall not: (a) engage in any business or activity other than the ownership, operation and maintenance of the Trust Property, and activities incidental thereto; (b) acquire or own any material assets other than (i) the Trust Property, and (ii) such incidental personal property as may be necessary for the operation of the Trust Property; (c) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case Beneficiary's prior written consent; (d) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Beneficiary, amend, modify, terminate or fail to comply with the provisions of the Trustor's operating agreement, or similar organizational documents, as the case may be (e) own any subsidiary or make any investment in, any person or entity without the prior written consent of Beneficiary; (f) commingle its assets with the assets of its managing member, affiliates, principals or of any other person or entity; (g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Secured Obligations, excepting trade payables (which must be paid when due) incurred the Trustor in the ordinary course of its business of owning and operating the Trust Property; (h) fail to maintain its records, books of account and bank accounts separate and apart from those of the managing member, principals and affiliates of the Trustor, the affiliates of the managing member of the Trustor, and any other person or entity; (i) enter into any contract or agreement with any managing member, principal or affiliate of the Trustor, any guarantor or any indemnitor of the Loan, or any managing member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any managing member, principal or affiliate of the Trustor, any guarantor or any indemnitor of the Loan, or any managing member, principal or affiliate thereof; (j) seek the dissolution or winding up in whole, or in part, of the Trustor (k) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any managing member, principal or affiliate of the Trustor, or any managing member, principal or affiliate thereof or any other person; (l) hold itself out to be responsible for the debts of another person; (m) make any loans to any third party; (n) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Trustor is responsible for the debts of any third party (including any managing member, principal or affiliate of the Trustor, or any managing member, principal or affiliate thereof); (o) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; or (p) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.

For so long as the Secured Indebtedness is outstanding, the foregoing provisions shall not be amended. To the extent that the foregoing provisions are inconsistent with the provisions of the Trustor's articles of organization the foregoing provisions shall govern.



The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at the address set forth above.

TRUSTOR:

Westend Investments, L.L.C.

Ty Poirier 4/19/06.
Ty Poirier, Member

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 19th day of April, 2006, personally appeared Ty Poirier, who, known to me to be the person whose name is subscribed to the foregoing instrument, and being authorized to do so, acknowledged that (s)he executed the same for the purposes contained therein.

Andrea M Schmidt
OFFICIAL SEAL ANDREA M. SCHMIDT Notary Public
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 7, 2008

SEAL



EXHIBIT "ONE"

PARCEL NO. 1:

Homestead Entry Survey No. 60 in Yavapai County, Arizona described as follows:

BEGINNING at Corner No. 1., from which the standard corner to Township 13 North, Range 1 and 2 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, bears North 24 degrees, 51 minutes East, 61.5 chains distant;

THENCE North 77 degrees, 30 minutes West, 32.36 chains to Corner No 2;

THENCE North 45 degrees 57 minutes West, 21.75 chains to Corner No. 3;

THENCE South 66 degrees, 37 minutes West, 19.73 chains to Corner No. 4;

THENCE South 26 degrees, 42 minutes West, 17.08 chains to Corner No. 5;

THENCE North 67 degrees, 29 minutes West, 9.33 chains to Corner No. 6;

THENCE South 25 degrees, 25 minutes East, 9.45 chains to Corner No. 7;

THENCE North 67 degrees, 23 minutes East, 22.21 chains to Corner No. 8;

THENCE South 63 degrees, 48 minutes East, 23.91 chains to Corner No. 9;

THENCE South 80 degrees, 25 minutes East, 37.24 chains to Corner No. 10;

THENCE North 04 degrees, 35 minutes West, 14.18 chains to Corner No. 1, the TRUE POINT OF BEGINNING

PARCEL NO. 2:

Lot 6 (fractional Northwest quarter of the Southeast quarter) Lot 10 (fractional Southwest quarter of the Southeast quarter) and the Southeast quarter of the Southeast quarter of Section 1, Township 12 North, Range 1 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL NO. 3:

Lots 1,2,3,4,5,7,8 and 9, the South half of the Northeast quarter of the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southeast quarter of Section 1, Township 12 North, Range 1 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona;

EXCEPT all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial



value, as reserved In Patent from United States of America.

PORTIONS of the above parcels lying within Section 1, also known as Lots 1 through 16, inclusive, AGUA FRIA VALLEY, recorded in Book 29 of Land Survey, Pages 99 and 100, records of Yavapai County, Arizona.

When recorded mail to:

Westend Investments LLC

16815 E. Shea Blvd Suite 110-135

Fountain Hills, AZ 85268

FEE
\$0
\$0
\$0
\$1
15

Ana Wayman-Trujillo, Recorder
OFFICIAL RECORDS OF YAVAPAI COUNTY
TY POIRIER GCD

B-4453 P-637
11/08/2006 03:33P
15.00 4077993



B-4453 P-637
Page: 1 of 6
GCD 4077993

QUIT CLAIM DEED REAL3

Effective Date: November 9, 2006

GRANTORS :(Person(s) on the Deed now) Westend Investments LLC

GRANTEE: (Person(s) to be on the Deed after Recording) Westend Investments LLC

Subject Real Property (Address or Location)

See attached Exhibit A - Parcel 1, 2, 3, 4 + 5.

Subject Real Property (ENTIRE Legal Description)

B-5
**NO TRANSFER FEE NECESSARY
EXEMPT UNDER ARS 11-1134**

For valuable consideration, Grantor quit claims to Grantee all rights, title, and interest of Grantor in Subject Real Property together with all rights and privileges appurtenant or to become appurtenant to Subject Real Property on effective date.

(DO NOT sign until you are in front of a Notary Public!)

Grantor Ty Poirier of [Signature] Member Westend Investments LLC
Grantor

Grantee Ty Poirier of [Signature] Member Westend Investments LLC.
Grantee

Subscribed and sworn to before me on this 09th day of November, 2006.

Notary Public [Signature: Mari Mahaffey] (seal)





Exhibit A-Parcel 1

Parcel 1 as shown on the Record of Survey recorded in Book 158 of Surveys,
Page 52 of the records of the Yavapai County Recorders Office.

Parcel 1 is located in Section 1 and Section 2, Township 12 North, Range 1
East, Gila and Salt River Meridian, Yavapai County, Arizona.

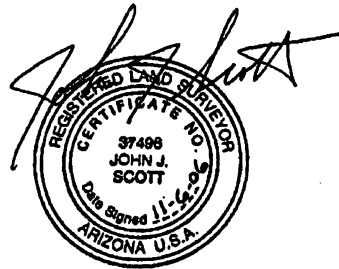




Exhibit A-Parcel 2

Parcel 2 as shown on the Record of Survey recorded in Book 158 of Surveys,
Page 52 of the records of the Yavapai County Recorders Office.

Parcel 2 is located in Section 1, Township 12 North, Range 1 East, Gila and Salt
River Meridian, Yavapai County, Arizona.





Exhibit A-Parcel 3

Parcel 3 as shown on the Record of Survey recorded in Book 158 of Surveys,
Page 52 of the records of the Yavapai County Recorders Office.

Parcel 3 is located in Section 1, Township 12 North, Range 1 East, Gila and Salt
River Meridian, Yavapai County, Arizona.

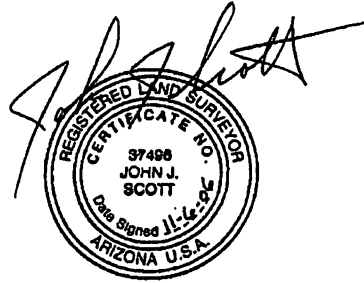




Exhibit A-Parcel 4

Parcel 4 as shown on the Record of Survey recorded in Book 158 of Surveys,
Page 52 of the records of the Yavapai County Recorders Office.

Parcel 4 is located in Section 1, Township 12 North, Range 1 East, Gila and Salt
River Meridian, Yavapai County, Arizona.

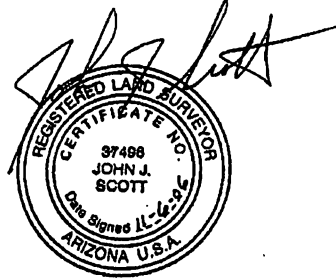




Exhibit A-Parcel 5

Parcel 5 as shown on the Record of Survey recorded in Book 158 of Surveys,
Page 52 of the records of the Yavapai County Recorders Office.

Parcel 5 is located in Section 1, Township 12 North, Range 1 East, Gila and Salt
River Meridian, Yavapai County, Arizona.





When recorded, return to:
Andrew Abraham, Esq.
Burch & Cracchiolo, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014

Forward Tax Statements to:
Landmarc Capital & Investment Company
4110 N. Scottsdale Rd., Suite 330
Scottsdale, Arizona 85251

B & C File # 25220-0017
Loan # 06030207

EXEMPT TRANSACTION – NO AFFIDAVIT
ARS 11-1134 (B)(1)

3
FEES
\$5
\$8
\$5
\$1
\$14

TRUSTEE'S DEED UPON SALE

Andrew Abraham, as the duly appointed Trustee (or successor Trustee or Substituted Trustee), under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without any covenant or warranty to:

Landmarc Capital & Investment Company as to a Fifty percent (50%) interest and the Eugene and Lenore Schupak Family Trust dated April 4, 1991 as to a Fifty percent (50%) interest.

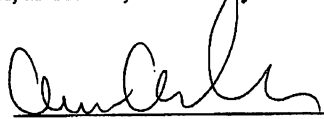
herein called the Grantee, the real property situated in **Yavapai** County, as described on Exhibit "A" attached hereto.

This conveyance is made pursuant to the powers including the power of sale conferred upon Trustee in said Deed of Trust executed by **Westend Investments, LLC**, as Trustor, recorded on **04/27/06**, at Instrument No. 4005426, in Book 4389, Page 331 Official Records in the Office of the County Recorder of **Yavapai** County, **AZ** and in compliance with the laws of the State of Arizona authorizing this conveyance.

Said property was sold by Trustee at Public auction on December 3, 2007, at the place named in the Notice of Trustee's Sale. "Grantee", being the highest bidder at such sale, became the purchaser of said property and made payment thereof to said Trustee for the amount bid, namely \$3,370,784.60, which payment was made either entirely in cash or by the satisfaction, protanto, of the obligation then secured by said Deed of Trust, together with the foreclosure and expenses relative thereto.




IN WITNESS WHEREOF, ANDREW ABRAHAM, as Trustee, has this day caused his name to be affixed hereto.



Andrew Abraham

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 6th day of December 2007, by Andrew Abraham, as Trustee.



Notary Public

My commission expires 8-4-11

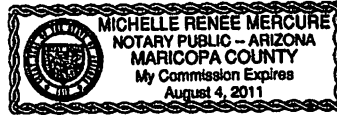




EXHIBIT "A"

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF ARIZONA, COUNTY OF YAVAPAI, CITY OF MAYER, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

HOMESTEAD ENTRY SURVEY NO. 60 IN YAVAPAI COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1., FROM WHICH THE STANDARD CORNER TO TOWNSHIP 13 NORTH, RANGE 1 AND 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEARS NORTH 24 DEGREES, 51 MINUTES EAST, 61.5 CHAINS DISTANT;
THENCE NORTH 77 DEGREES, 30 MINUTES WEST, 32.36 CHAINS TO CORNER NO 2;
THENCE NORTH 45 DEGREES 57 MINUTES WEST, 21.75 CHAINS TO CORNER NO. 3;
THENCE SOUTH 66 DEGREES, 37 MINUTES WEST, 19.73 CHAINS TO CORNER NO. 4;
THENCE SOUTH 26 DEGREES, 42 MINUTES WEST, 17.08 CHAINS TO CORNER NO. 5;
THENCE NORTH 67 DEGREES, 29 MINUTES WEST, 9.33 CHAINS TO CORNER NO. 6;
THENCE SOUTH 25 DEGREES, 25 MINUTES EAST, 9.45 CHAINS TO CORNER NO. 7;
THENCE NORTH 67 DEGREES, 23 MINUTES EAST, 22.21 CHAINS TO CORNER NO. 8;
THENCE SOUTH 63 DEGREES, 48 MINUTES EAST, 23.91 CHAINS TO CORNER NO. 9;
THENCE SOUTH 80 DEGREES, 25 MINUTES EAST, 37.24 CHAINS TO CORNER NO. 10;
THENCE NORTH 04 DEGREES, 35 MINUTES WEST, 14.18 CHAINS TO CORNER NO. 1, THE TRUE POINT OF BEGINNING

PARCEL NO. 2:

LOT 6 (FRACTIONAL NORTHWEST QUARTER OF THE SOUTHEAST QUARTER) LOT 10 (FRACTIONAL SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER) AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.

PARCEL NO. 3:

LOTS 1,2,3,4,5,7,8 AND 9, THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM UNITED STATES OF AMERICA.

PORTIONS OF THE ABOVE PARCELS LYING WITHIN SECTION 1, ALSO KNOWN AS LOTS 1 THROUGH 16, INCLUSIVE, AGUA FRIA VALLEY, RECORDED IN BOOK 29 OF LAND SURVEY, PAGES 99 AND 100, RECORDS OF YAVAPAI COUNTY, ARIZONA.

RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION