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10 Counsel for the Rev Op Group

11 **IN THE UNITED STATES BANKRUPTCY COURT**
12 **FOR THE DISTRICT OF ARIZONA**

13 In re:

14 MORTGAGES LTD.,

15 Debtor.

In Proceedings Under Chapter 11

Case No. 2:08-bk-07465-RJH

EMERGENCY MOTION FOR ENTRY OF ORDER: (I) CONFIRMING WILLIAM HAWKINS REMAINS ON THE ML BOARD; (II) REQUIRING THE ML MANAGER TO: (1) RECTIFY ITS CORPORATE IRREGULARITIES; (2) PROVIDE AN ACCOUNTING; (3) ACKNOWLEDGE THE TRANSFERS OF NON-TRANSFERRING INVESTORS' INTERESTS IN NOTES; AND (III) GRANTING OTHER RELATED RELIEF

Hearing Date: Not Yet Set

Hearing Time: Not Yet Set

16 This Motion is filed by Rev Op investors who collectively hold approximately
17 \$58.4 million in Rev Op investments (collectively, the “**Rev Op Group**”). This Motion
18 was filed for a number of related reasons, most of which flow from the failure of the ML
19 Manager to address the issues set forth in the Rev Op Group’s demand letter dated
20 February 9, 2009, a true and correct copy of which is attached hereto as Exhibit “A” (the
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1 “**Demand Letter**”). This Motion has been filed on an emergency basis primarily because
2 a majority of the ML Manager board members has taken it upon themselves (once again)
3 to try and remove William Hawkins from the board – this time without seeking a court
4 order approving same. This Motion is supported by all of the pleadings in the ML
5 board’s prior attempt to remove Mr. Hawkins, and in the related declaration of Mr.
6 Hawkins filed under seal with the Court. [DE #2561] In further support of this Motion,
7 the Rev Op Group submits as follows:

8 1. The OIC’s plan was confirmed in May 2009, and the plan went effective in
9 June 2009. Mr. Hawkins has been the Rev Op Group’s designee sitting on the ML board
10 since June 2009.

11 2. The ML board chairman, Elliot Pollack, and its lead lawyer, Cathy Reece,
12 have had a running feud with Mr. Hawkins for many months. The OIC and Ms. Reece
13 tried to keep Mr. Hawkins from ever taking a board seat through proceedings well-
14 chronicled before this Court. In November 2009, Mr. Pollack and Ms. Reece took
15 another run at removing Mr. Hawkins.

16 3. In the removal motion, they made a number of arguments. They claimed
17 Mr. Hawkins had impermissible conflicts. They claimed the ML board had the power to
18 remove Mr. Hawkins under the ML operating agreement. They essentially slandered the
19 good name and reputation of Mr. Hawkins in the hope that the Court would remove the
20 Rev Op Group’s designee from the board, thus, allowing them to do as they wish within
21 the ML board.

22 4. The Rev Op Group demand letter gives the Court a flavor of the problems
23 the Rev Op Group has been having with the ML board. For months, Mr. Hawkins and
24 the Rev Op Group have been attempting to get the ML board to adhere to standard
25 corporate formalities. The ML board and its counsel have refused to rectify these
26 problems so the Rev Op Group sent the Demand Letter.

27 5. The ML board failed to respond to the Demand Letter. Instead, the ML
28 board convened a board meeting last week and told Mr. Hawkins he could not participate

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1 in the meeting. After leaving Mr. Hawkins in the hallway for almost two hours, the ML
2 board compiled a list of things the board members considered improper conduct by board
3 members.

4 6. The ML board then called Mr. Hawkins into the room and he was told that -
5 - by a vote of 3 to 1 – Mr. Hawkins had been removed from the board. This was
6 subsequently confirmed in an email from Mark Winkleman, where he purported to solicit
7 a replacement board member. *See* Exhibit “B” attached hereto.

8 7. In summary, the ML board has decided to take *no action* in response to the
9 legitimate demands of the Rev Op Group. Instead, the ML board appears to want to
10 sweep all of these issues “under the rug” by tossing Mr. Hawkins from the boardroom so
11 the ML board can continue to operate in secrecy and contrary to the interests of the Rev
12 Op Group and all other investors. Thus, the Rev Op Group requests various forms of
13 relief.

14 8. *First*, the Rev Op Board requests entry of an order that Mr. Hawkins
15 remains a member of the ML board. In its Order dated January 11, 2010, the Court
16 denied the ML Manager’s request for the removal of Mr. Hawkins. In particular, ML
17 Manager already lost the very argument that it is trying to act upon now – that the board
18 members have the right to remove another board member under the operating agreement
19 by simply voting out the dissenting board member.

20 9. *Second*, the Rev Op Group requests entry of an order requiring the ML
21 Manager to provide the accounting information requested in the Demand Letter. The ML
22 Manager has been operating for approximately *eight (8) months* without providing
23 investors with an accounting. Especially in light of the fact that the ML Manager
24 contends it is the agent of the Rev Op Group (a disputed issue), the ML Manager cannot
25 continue refusing to provide the accounting information requested by the Rev Op Group.
26 Moreover, the ML Manager continues to incur expenses that it presumably wishes to
27 charge to the Rev Op Group. Rather than borrow more money to pay these expenses –
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1 assuming that is even possible at this point – the Rev Op Group is entitled to this
2 information and an assessment pursuant to Paragraph U of the confirmation order.

3 10. **Third**, the ML Manager has refused to prepare formal minutes in support of
4 all board decisions despite the fact that Mr. Hawkins, a board member, has been asking
5 for months to have decisions formally documented through minutes – a standard practice
6 in any well-run organization. The ML board members are making decisions involving
7 many millions of dollars. It is totally irresponsible for the ML board to deal with these
8 matters without following standard corporate formalities. Because the ML board
9 inexplicably refuses to adhere to this standard corporate practice, the Rev Op Group
10 requests that the Court enter an order requiring the prompt preparation and formal
11 approval of board minutes.

12 11. **Fourth**, Mr. Pollack and Ms. Reece have for many months refused to
13 implement a formal budgeting process for the ML Manager. Mr. Hawkins was never
14 given any budget for the board to consider and approve. Again, it is irresponsible for the
15 ML Manager to be handling the affairs of all of these investors without having this
16 standard practice in place.¹ Counsel for the ML Manager has regularly reported to the
17 Court about the difficult financial circumstances of the ML Manager. It is imprudent at
18 best for the ML Manager to not have at least an annual monthly budget in place. Since
19 the ML board refuses to adopt a budgetary process, the Rev Op Group requests the Court
20 enter an order requiring the ML Manager to formulate and adopt an annual monthly
21 budget.

22 12. **Fifth**, Rev Op Group members have been trying for months to transfer their
23 note interests. Recently, ML Manager representatives took the position that no transfers
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25 ¹ It has been a particular problem in the area of attorneys’ fees. For the past several
26 months, the ML Manager has been fighting many battles at significant cost. Irrespective
27 of the wisdom (or lack thereof) of these fights, the failure of the board to have budgets in
28 place for its professionals is at best inappropriate.

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1 by the Rev Op Group would be acknowledged by the ML servicer until the investor
2 *reaffirmed its agency agreement and provided an opinion letter to the servicer.* In the
3 Demand Letter, the Rev Op Group asked the ML Manager to address this issue in a
4 practical way in light of the fact that the plan places no limitations or conditions on a
5 non-transferring investor's² ability to transfer its note interests. The ML Manager has
6 refused to cooperate with the Rev Op Group. Thus, the Rev Op Group requests entry of
7 an order clarifying that the plan does not impose any limitations or conditions on non-
8 transferring investors who wish to transfer their note interests *and* that the ML Manager
9 and servicer must cooperate with the Rev Op Group members so that their transfers are
10 effectuated on the books and records of the servicer and the ML Manager.

11 **WHEREFORE**, the Rev Op Group requests that the Court enter an order granting
12 all of the foregoing relief, and enter any other and further relief as may be just and proper
13 under the circumstances of this chapter 11 case.

14 DATED this 22nd day of February, 2010.

15 BRYAN CAVE LLP

16 By /s/ RJM, #013334
17 Robert J. Miller
18 Bryce A. Suzuki
19 Two North Central Avenue, Suite 2200
20 Phoenix, AZ 85004-4406
21 Counsel for the Rev Op Group

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26 ² The term “non-transferring investors” refers to all investors who did not transfer
27 their interests to the Loan LLCs formed pursuant to the plan. All of the Rev Op Group
28 members are non-transferring investors.

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1 COPY of the foregoing served this
2 22nd day of February, 2010:

3 Via Email:

4 Cathy Reece
5 Fennemore Craig, P.C.
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7 Phoenix, Arizona 85012-2913
8 Counsel for the ML Manager, LLC
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28 Sheldon Sternberg
Sternberg Enterprises Profit Sharing Plan
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/s/ Sally Erwin

EXHIBIT "A"



Robert J. Miller
Direct: 602-364-7043
rjmiller@bryancave.com

February 9, 2010

VIA E-MAIL AND U.S. MAIL

Keith Hendricks, Esq.
Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913

Re: Mortgages Ltd. ("ML")

Dear Keith:

As you know, this firm represents the group of investors commonly referred to as the Rev Op Group. Your firm's client is the ML Manager LLC ("ML Manager"). Now that the dust has settled on the ML Manager's attempt to remove Bill Hawkins, the Rev Op Group's designee, from the board of the ML Manager, the Rev Op Group needs to make progress on the issues set forth in this letter. Frankly, our hope is that the ML board members and its counsel are willing to put the past behind them so that these issues can be handled in a business-like and productive manner.

As a threshold matter, given the way the ML Manager has attacked both the Rev Op Group members and its board designee, Mr. Hawkins, in pleadings filed with the Court, we believe it is important to pause and reinforce key legal principles the ML Manager and its counsel need to keep in mind in the future. The ML Manager contends it is the agent of the Rev Op Group members. As you know, we disagree with that contention.

Given that the ML Manager takes the position it is the agent of my clients, however, the ML Manager needs to abide by its fiduciary duty to my clients with respect to any decision it makes that impacts my clients – through either action or inaction, directly or indirectly. As you know, the law is very clear in this area.

By definition, agency "is the fiduciary relationship" between principal and agent. Restatement (Third) of Agency § 1.01 (2006). Agents have a fiduciary duty to the principal to act loyally "in all matters connected with the agency relationship." *Id.* § 8.01. See *Musselman v. Southwinds Realty, Inc.*, 704 P.2d 814, 816, 146 Ariz. 173, 175 (Ariz. App. Div. 2 1984). Equally, agents have a fiduciary duty "to act with the care, competence, and diligence normally exercised by agents in similar circumstances." *Id.* § 8.08. Chapter 8 of the Restatement outlines other fiduciary duties, such as the duty of good conduct, duty to provide accounting, and duty to provide information. See *id.* §§ 8.10, 8.11, 8.12.

With these legal principles in mind, the Rev Op Group requests that the ML Manager address all of the issues set forth below. Hopefully, the ML Manager and your firm

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will address these issues in a prompt and fair fashion that will result in less heartburn and litigation expense for everyone.

Demand For An Accounting And Information

As noted above, the ML Manager contends it is the agent of the Rev Op Group. While my clients respectfully disagree with this position, the law is very clear that an agent has a wide range of duties to its principal including, without limitation, the duty to provide information and to provide an accounting. *See* Restatement (Third) of Agency §§ 8.11, 8.12. The chapter 11 plan went effective in June 2009. We understand that the Strategic exit financing has been fully advanced, millions of dollars have been expended by the ML Manager; and there are millions of dollars of obligations that eventually will have to be addressed in the context of providing a return to all investors. Thus, the Rev Op Group respectfully demands that the ML Manager provide them with a full accounting of the following:

1. All costs and expenses incurred by the ML Manager since the effective date of the plan, the ML Manager's proposed allocations of such costs and expenses, and the basis of such allocation in sufficient detail so that the Rev Op Group may understand the justification of all such allocations.
2. Without limiting the generality of the preceding demand, ML Manager is further instructed to provide the Rev Op Group with the following: (a) an accounting of all bankruptcy exit costs paid and unpaid, and the ML Manager's proposed allocations of such costs among the Loan LLCs and investors who did not transfer their interests into such Loan LLCs (the "Non-Transferring Investors"); (b) the same information for all other expenses, costs, fees and other amounts through the date hereof charged or intended to be charged by the ML Manager; and (c) any and all assumptions, analyses, calculations, and other appropriate data which support ML Manager's response to items (a) and (b) of this paragraph.
3. Without limiting the generality of the demand in paragraph 1 above, the ML Manager is also instructed to provide the following: (a) a reconciliation showing all exit financing draws received and the dates thereof, the amount of the exit financing loan not drawn upon and available for future draws, the amount of exit financing proceeds received by the liquidating trust, and the amount of exit financing proceeds received by the ML Manager; (b) the allocation of the exit loan draws received by the ML Manager among the applicable Loan LLCs and Non-Transferring Investors; and (c) any and all assumptions, analyses, calculations, and other appropriate data which support the ML Manager's response to items (a) and (b) of this paragraph.

While the Rev Op Group needs this information as soon as possible, the ML Manager needs to produce this information by no later than ***thirty (30) days*** from the date of this letter. Setting aside the fact that the Rev Op Group is legally entitled to this information given the position taken by the ML Manager, there are at least two practical reasons why my clients need this information. First, the Rev Op Group – and all investors, for that matter – are entitled to know the current financial condition of the ML Manager since the status thereof is crucial to their ability to know if and when they will receive any distributions. Second, we have repeatedly told ML Manager representatives that my clients are willing to pay their "fair share" of the expenses related to this matter. Paragraph U of the confirmation order contains an assessment provision and the Rev Op Group is entitled to know

the ML Manger's position of what amounts are to be assessed and the details behind those assessments.

This last concept is critical. As you know, the Rev Op Group has repeatedly told representatives of the ML Manager and its counsel that it makes no sense to incur exorbitant interest expense payable to Strategic to cover expenses my clients are willing to pay. The only time we had a settlement discussion on this topic was on October 5, 2009, and at that time Mark Winkleman, the liquidating trustee, and Cathy Reece were told we were willing to pay our fair share. We were told at the time to make an offer and we said it was impossible to make an offer without knowing how much we were being asked to pay. So this issue has come back full circle – either through the conclusion of litigation or in the context of settlement, the Rev Op Group is entitled to this information.

Finally on this topic, while we hope that the above-referenced information is provided for reasons set forth herein, the ML Manager is hereby notified that its failure to timely provide such information, in light of the fact that the ML Manager considers itself to be the agent of the Rev Op Group, will be a breach of its fiduciary duty as well as a breach of any contract to which the ML Manager and the Rev Op Group are a party. The Rev Op Group needs to know within *five (5) business days* whether the ML Manager will provide all of the information on the timeline set forth herein.

Demand Regarding Formal Board Minutes And Budgets For the ML Manager

Through the Rev Op Group's board designee, Mr. Hawkins, the Rev Op Group has learned of a number of troubling board irregularities that need to be immediately rectified. We understand the ML Manager board has not been keeping formal minutes of board meetings. Instead, the ML Manager has been relying on informal note-taking by Mr. Winkleman. Likewise, we understand the ML Manager does not have operating budgets in place at a board level.

The ML Manager must have formal minutes prepared for each of its board meetings and the draft minutes must be approved by vote of the full board. Likewise, the ML Manager must adopt an operating budget at least for the calendar year 2010, and the budget must be approved by the full board. Frankly, we were shocked to learn that these standard procedures were not put into place from the very beginning. We were likewise dismayed that Mr. Hawkins' repeated requests to fix these irregularities have fallen on deaf ears, especially since the board is making decisions involving hundreds of millions of dollars. But the bottom line is that the ML Manager must agree to invoke these procedures immediately or the Rev Op Group will file a motion with the Bankruptcy Court seeking entry of an order requiring same. Please advise within *five (5) business days* whether or not the board is going to rectify these deficiencies.

Other Board Governance Deficiencies

The ML board and its legal counsel must address additional corporate governance issues that are important to the Rev Op Group and all other investors. We are raising these issues on the hope that the ML board and its counsel will take these issues to heart and make appropriate adjustments to board governance. Simply put, our goal is to try and avoid fighting about these issues if at all possible.

The Rev Op Group is very troubled by the bias towards secrecy and the lack of transparency on the ML board. Mr. Hawkins has confirmed repeated instances where certain ML board members and/or legal counsel have suggested that board discussions need to be treated as confidential (i.e., the information must be maintained in secrecy). Obviously, the ML Manager and its counsel will maintain privilege when it is appropriate – e.g., if the ML board was receiving advice from legal counsel about a particular legal matter. Likewise, the ML board will need to maintain confidentiality, for example, when dealing with borrower negotiations.

The Rev Op Group rejects the basic notion, however, that what is being done in the boardroom is presumptively a secret or that nothing said in the boardroom can be repeated outside its confines simply because a lawyer is sitting in the board meetings. Every board member is the designee of a major constituency in this case by design. The board members should be able to report back to their constituencies and otherwise have dialogue with other investors – it is part of job contemplated under the plan in their roles as board designees. So long as it does not result in truly privileged or sensitive commercial information being leaked, the Rev Op Group respectfully suggests that the board act with *less secrecy* and *more transparency*.

The ML board also needs to change the way it handles alleged board conflicts and its agenda process. We know that the ML board members supporting the removal motion and its counsel acted to exclude Mr. Hawkins from *board discussions*, in addition to barring him from voting on issues where he was alleged to be in conflict with the ML Manager. We also know that the board agendas used prior to the hearing date on the removal motion were getting shorter and more vague, and that the board was using less formality and side-discussions to handle certain affairs of the ML Manager. With due respect, these kinds of actions need to cease immediately.

Please confirm within *five (5) business days* that: (i) Mr. Hawkins will no longer be excluded from board discussions regarding any topic other than the pending appeal by the Rev Op Group; (ii) the board will revert back to using detailed agendas of all business to be conducted in board meetings; and (iii) the board will no longer conduct business other than in properly conducted board meetings *or* pursuant to proper unanimous written consents. Otherwise, the Rev Op Group will seek an appropriate order of the Court to address these deficiencies.

There must be a level of transparency and accountability by the board. Now that the removal motion is behind us, we are simply asking the ML Manager and its counsel to conduct the boardroom affairs in a more regular, constructive and transparent way. For the sake of all investors, minutes need to be taken, agendas need to be circulated, and matters need to be brought to the board for decision (vote) in a more regular manner. With all due respect to board members who appear to be overworked and undercompensated, we will not hesitate to take these issues to the Court if they continue to be a problem, and we have specifically requested that Mr. Hawkins keep us apprised of any situations that appear to be irregular from a corporate governance perspective.

Rev Op Group Members Transfers Of Note Interests

The Rev Op Group members did not transfer any of their interests into the Loan LLCs – they are all Non-Transferring Investors. As I believe you are aware, a number of my clients have transferred, or are in the process of transferring, their note interests to other entities. They are the Lonnie Joel

Krueger Family Trust, Louis B. Murphey, Queen Creek XVIII, L.L.C., and the James C. Schneck Revocable Trust. A number of my other firm clients also wish to transfer their interests.

Recently, the ML servicer representative told one of my clients (Mr. Murphey) that the transfers would not be acknowledged until the investor reaffirmed its agency arrangement and an opinion letter from securities counsel was provided to the servicer. This topic needs to be addressed immediately. While my clients wish to transfer their interests for reasons that are private, there are legitimate reasons why they may want to do so (e.g., tax reasons). If the ML Manager does not cooperate in this process it will be exposing my clients to damage and itself to liability.

I have reviewed the plan and its exhibits in their entirety. I can find no language in those documents that in any way limits or conditions a Non-Transferring Investor's ability to transfer their note interests. Unlike other investors who transferred their note interests to the Loan LLCs (who have to provide an opinion letter and otherwise abide by certain procedures under the plan), there are no such constraints on Non-Transferring Investors. If I am wrong, please correct me.

The bottom line is that certain of my clients either have transferred, or wish to transfer, their note interests and the ML servicer and the ML Manager need to cooperate so this is accomplished very quickly. My firm is providing these clients with securities law guidance. We do not believe the ML Manager or the servicer has the right to demand an opinion letter as a condition to acknowledging the notes have been duly transferred. For obvious reasons, my clients also will not be signing any kind of agency agreement, although we are willing to sign a reasonable agreement that maintains status quo on the agency dispute if that is something the ML Manager and/or the servicer needs for its files. But we need to make immediate progress on these issues. Since these issues have been pending for weeks and time is of the essence, we need to know the ML Manager's position in this issue within *five (5) business days*.

Notice Of Termination Re: Pelouquin Notes

You will recall that a number of my clients sent the ML Manager a termination letter under my signature on December 11, 2009, which was shortly after they learned the ML Manager was proposing to sell the 50th Street and Chandler property. This letter constitutes a similar notice in light of the recently concluded foreclosure sales involving the so-called Pelouquin notes. Specifically, the ML Manager apparently completed the following foreclosure sales on or about January 11, 2010:

Loan Number	Loan Name	Rev Op Ownership	Amount
860806	Citlo Loan LLC	Bear Tooth Mountain Holdings, LP	\$572,103.06
AKA:	City Lofts, LLC	Queen Creek XVIII, LLC	\$500,000.00
		Morley Rosenfield, Trustee of the Morley Rosenfield, M.D. PC Restated Profit Sharing Plan	\$248,740.46

Loan Number	Loan Name	Rev Op Ownership	Amount
860606	MCKIN Loan LLC	AJ Chandler 25 Acres LLC	\$500,000.00
AKA:	McKinley Lofts, LLC		

Loan Number	Loan Name	Rev Op Ownership	Amount
860506	4633 VB Loan LLC	Pueblo Sereno Mobile Home Park LLC	\$544,921.88
AKA:	4633 Van Buren LLC		

As noted above, several of my clients own undivided interests in the notes at issue in these foreclosure sales. The underlying agency agreements to which the ML Manager contends it serves as agent contain the following provision: "Beneficiary may terminate this Agreement after it becomes the owner of the Trust Property by written notice to Agent and payment of the fees, costs and expenses incurred by Agent as provided herein . . ." To the extent these agreements are binding on any of the above-referenced noteholders, which is a disputed issue, this termination notice is being delivered pursuant to the foregoing provision. *See* Agency Agreement, §3(b). Notice is further given on behalf of the above-referenced noteholders that they hereby demand the ML Manager provide them with an accounting for any and all fees, costs, and expenses that the ML Manager contends are due and payable pursuant to section 3(b) of the agency agreement. This particular accounting needs to be provided within *thirty (30) business days*.

Kohner Litigation

Several weeks ago, you and I exchanged a number of emails addressing this litigation. Last time we talked, Beus Gilbert had been conflicted out of this matter. One of the Rev Op Group Members, the Lonnie Joel Krueger Family Trust (the "Krueger Trust"), is a real party in interest in this litigation. By now, I assume the ML Manager has hired a law firm to handle this matter. The Krueger Trust does not consent to having the ML Manager named as party plaintiff on behalf of the trust in this litigation. Please promptly notify the law firm handling this matter of this concern by the Krueger Trust; the trust would like to discuss entering into an appropriate engagement letter with that firm.

Informal Document Request

In your email to me dated January 5, 2010, you requested that my clients produce all of their contracts and other documents related to ML (except for account statements) on the basis that "the agency matter may be litigated at some point . . ." My clients' contracts with ML were filed with the Court and served on your firm in September 2009. *See* Docket No. 2219. Answering your question, I am not authorized to accept a subpoena on behalf of any of my clients. To be perfectly frank, my clients consider this request to be basic harassment – the old "you asked for documents so now we ask you for documents" approach.

It is one thing to ask the party who holds itself out as agent to provide copies of documents from its files to the alleged principal. But the ML Manager, as alleged successor to ML, should have all of the documents my clients might have in their files. It is not reasonable for the ML Manager to expect all of my clients to rummage through their records digging out everything except account statements. You have the contracts; they were provided months ago. If your client wants to sit down and talk

Keith Hendricks, Esq.
February 9, 2010
Page 7

Bryan Cave LLP

about a consensual resolution to all of these issues, we are happy to do that at a mutually convenient time and provide a reasonable amount of documents that are relevant to those discussions. But I am not authorized to provide you with more documents than have already been provided under these circumstances.

The Sternberg Enterprises Profit Sharing Plan (The "Sternberg Plan")

As a housekeeping item, I am raising this issue and confirming herein what you and I recently discussed regarding the Sternberg Plan. My firm represents the Rev Op Group and the Sternberg Plan in the pending appeal of the Bankruptcy Court's ruling on the clarification motion. For a brief period of time, my firm generally represented the Sternberg Plan in the ML chapter 11 proceeding. However, Mr. Sternberg is a trained lawyer and has decided to continue representing the Sternberg Plan in the ML administrative case. My firm will continue to represent the Sternberg Plan (and the Rev Op Group) in the pending appeal.

Please call or write if you have any questions.

Sincerely,



Robert J. Miller
FOR THE FIRM

RJM:se

cc: The Rev Op Group (via email)
Cary Forrester (via email)
Sheldon Sternberg (via email)
Bryce Suzuki (via email)
Larry Watson (via email)

EXHIBIT "B"

From: Mortgages Info [mailto:mortgagesinfo@mtgltd.com]
Sent: Thursday, February 18, 2010 2:35 PM
Subject: ML Manager LLC announcement - February 18, 2010

Dear Investor:

In accordance with the provisions of the Operating Agreement, ML Manager LLC has vacated the Manager position held by William Hawkins on the Board and designated William Hawkins as a Departing Manager. ML Manager LLC will now be moving forward to appoint a new Manager in accordance with the terms of the Operating Agreement.

If you are interested in serving as a board member of ML Manager LLC, please contact Mark Winkleman at mwinkleman@mtgltd.com and provide a copy of your resume and a disclosure of your interests and conflicts.

Sincerely,

Mark Winkleman

mwinkleman@mtgltd.com
F: 623.234.9575

ML Manager LLC
14050 N 83rd Ave. Suite 180
Peoria, Arizona 85381