

EXHIBIT

A

**AGREEMENT OF SALE AND PURCHASE
AND ESCROW INSTRUCTIONS
(Adobe Meadows)**

THIS AGREEMENT OF SALE AND PURCHASE AND ESCROW INSTRUCTIONS (this "Agreement") is made effective as of May¹⁴, 2010 (the "Effective Date"), between VCB LOAN LLC, an Arizona limited liability company ("VCB"), and ML MANAGER LLC, an Arizona limited liability company as agent ("Agent") for those individual owners ("Owners") listed on Exhibit "A" attached (collectively, "Seller"); and PINNACLE RIDGE HOLDINGS, LLC, an Arizona limited liability company ("Buyer"). Seller and Buyer may herein be referred to collectively as "the parties" or individually as "a party."

RECITALS

A. Through foreclosure proceedings involving a certain loan (the "Loan") made by Mortgages Ltd, an Arizona corporation and other proceedings described below, Seller obtained title to certain real property located in Maricopa County Arizona, and described on Exhibit "B" attached hereto (the "Land").

B. VCB was formed pursuant to the Official Committee of Investors First Amended Plan of Reorganization dated March 12, 2009 in the Chapter 11 Proceedings in In re: Mortgages Ltd., Case No. 2:08-bk-07465-RJH which was confirmed by the Bankruptcy Court ("Court") on May 20, 2009 ("Approved Plan"), to which persons holding fractional interests ("Fractional Interests") in the Loan made by Mortgages Ltd. (now known as ML Servicing Company, Inc.) ("ML") could elect to assign and transfer such Fractional Interests to consolidate such Fractional Interests to the extent possible in a single entity.

C. Pursuant to the Approved Plan, certain Fractional Interests were transferred to VCB. As a result of the foreclosure proceedings involving the Loan, the Fractional Interests in the Loan have become undivided interests ("Undivided Interests") in the Land. VCB holds a 73.851% Undivided Interest, and the other "Owners" listed on Exhibit A as owners of the Land together hold a 26.149% Undivided Interest for a collective one hundred percent (100%) interest in the Land. Prior to the Close of Escrow (defined below), some of the Owners of Undivided Interests in the Land may elect under the Approved Plan to transfer their Undivided Interests to VCB, in which event such Owners shall no longer be Sellers hereunder and the Undivided Interest percentage of VCB hereunder will be increased accordingly without any amendment to this Agreement. The collective Undivided Interests of Seller shall always be one hundred percent (100%).

D. Pursuant to the Approved Plan, the Agent was designated as successor agent to ML under certain agency agreements ("Agency Agreement") wherein the Agent was given a power of attorney to act for the Owners of Undivided Interests in the Land, and the Agent is acting under this Agreement pursuant to the power of attorney, as the Agent of the Owners who have not transferred their Undivided Interests in the Land to VCB.

E. Buyer desires to enter into an agreement to acquire the Land from Seller, and Seller is willing to enter into an agreement with Buyer regarding the purchase of the Land, on the terms and conditions set forth herein.

AGREEMENT

In consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Sell and Purchase.

1.1 Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, all of Seller's right, title and interest in the Land, consisting of approximately 37 acres, located in Maricopa County, Arizona, in the development know as "Adobe Meadows", together with all of Seller's right, title and interest in and to (i) all buildings, structures and improvements located thereon; (ii) all appurtenances, hereditaments, easements, rights-of-way, reversions, remainders, development rights, well rights, water rights, and air rights; (iii) all oil, gas, and mineral rights not previously reserved; (iv) land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining such tract or piece of land; (v) pre-paid impact fees, school fees, and other development fees, and (vi) and any other rights, privileges and benefits appurtenant to or used in connection with the beneficial use and enjoyment of such Land (collectively, the "Property").

1.2 Contingencies.

1.2.1 Notwithstanding any provision to the contrary contained herein, the obligation of Seller to sell the Property to Buyer, and the obligation of Buyer to purchase the Property from Seller, are contingent upon the satisfaction of each of the following contingencies (collectively, the "Contingencies"):

(a) Seller's lender under the Exit Financing Loan dated June 11, 2009 has the right to compete to acquire the REO Property from the Seller under Section 6.11(a) of the Exit Financing Loan Agreement. Seller's lender must have failed to exercise or must have waived the right to compete (the "Lender Approval");

(b) the members of VCB ("Members") must have approved the sale of the Property for the Purchase Price specified herein as required by Section 5.4(h) of the Operating Agreement of VCB (the "Member Approval"); and

(c) If deemed necessary by Seller, Seller must have obtained the approval of the Court by final order with respect to the sale to Buyer for which no stay order pending appeal has been ordered, which order is sufficient for the Title Insurer (described below) to issue the Title Policy (described below).

1.2.2 If for any reason, all of the Contingencies have not been satisfied during the period commencing on the Effective Date and ending 5:00 P.M. (Arizona time) on the 30th day after the Effective Date (the "Contingency Period"), then this Agreement shall automatically terminate without the requirement of notice from one party to the other, and Seller and Buyer shall have no further obligation hereunder.

1.2.3 Seller will use good faith, reasonable efforts to attempt to satisfy the Contingencies and shall keep Buyer reasonably apprised of the status of the satisfaction of the Contingencies; provided, however, Seller does not guaranty that the Contingencies can be satisfied and Seller shall not be in default hereunder if any of the Contingencies is not satisfied.

1.2.4 If all of the Contingencies have been satisfied prior to the end of the Contingency Period, then Seller shall notify Buyer of such satisfaction (the "Contingency Satisfaction Notice"), which notice shall include reasonable supporting evidence of the satisfaction of the Contingencies, and this Agreement shall continue in full force and effect. If the Contingencies have not been satisfied prior to the end of the Contingency Period, then this Agreement shall automatically terminate without the requirement of notice from one party to the other, and Seller and Buyer shall have no further obligations hereunder.

2. Opening of Escrow. Within three (3) business days after both parties have executed this Agreement, the parties will establish an escrow with Thomas Title & Escrow (Diane F. Carpenter), Promenade Corporate Center, 16435 N. Scottsdale Rd., Ste. 405, Scottsdale, Arizona 85254; 480.222.1116 ext. 203. Upon delivery to the Escrow Agent of this executed Agreement, Escrow Agent is instructed to open an escrow and deliver copies of the executed Agreement to Buyer and Seller. "Opening of Escrow" shall occur when Escrow Agent accepts this Agreement as provided at the end of this Agreement. This Agreement, and the exhibits attached hereto, shall constitute escrow instructions to Escrow Agent in connection with this transaction, but the parties agree to execute such supplemental instructions, not inconsistent with this Agreement, as Escrow Agent may reasonably require.

3. Purchase Price; Deposits.

3.1 Purchase Price. The purchase price for the Property shall be One Million Six Hundred Thousand Dollars (\$1,616,000) (the "Purchase Price"). The Purchase Price shall be payable as follows:

(i) Buyer shall deposit with Escrow Agent the amount of One Hundred Thousand Dollars (\$100,000) (the "Initial Deposit") by wire transfer, cashier's check, or other readily available funds, within three (3) business days after receipt of the Contingency Satisfaction Notice. Prior to the expiration of the Feasibility Period, unless this Agreement is terminated by Buyer prior to the expiration of the Feasibility Period, Buyer shall deposit with Escrow Agent an additional Fifty Thousand Dollars \$50,000 (the "Additional Deposit"). To the extent deposited into escrow, the Additional Deposit and the Initial Deposit are individually and/or collectively referred to as the "Deposit".

(ii) Buyer shall pay the balance of the Purchase Price to Seller at Close of Escrow (as defined below) in cash by wire transfer, cashier's check, or other readily available funds.

3.2 Deposits. The Deposit includes all interest earned thereon. The Deposit shall be held in an interest bearing, federally insured account by Escrow Agent pending consummation of this transaction.

4. Property Documents. Within ten (10) days after the Effective Date, Seller will make available to Buyer for review and copying the following documents to the extent they are in Seller's possession: all loan documents, all trustee's sale and UCC sale documents, all permits, approvals, plats, plans, specifications, certificates, surveys, engineering reports (including, without limitation, any environmental or geotechnical reports), crop records, studies, environmental reports, appraisals, leases, permits, contracts, improvement plans, utility plans, architectural plans and elevations, permit fee estimates and statements, construction bids and/or estimates, impact fee estimates and other materials relating to the Property or the condition or development thereof (collectively, the "Property Documents"). Other than the representations, warranties, and covenants expressly stated in this Agreement or in the instruments executed and delivered by Seller at Closing (the "Express Representations"), the Property Documents are delivered without representation or warranty, subject to independent investigation by Buyer. Seller shall cooperate with Buyer, at no out-of-pocket cost to Seller, (i) to cause any of the Property Documents to be updated and recertified to Buyer, (ii) to obtain reliance letters from any of the preparers of the Property Documents, and (iii) to obtain any consents that may be required so that Buyer may receive the benefits of any agreements comprising the Property Documents.

5. Feasibility Period. During the period commencing on the date the Contingency Satisfaction Notice under Section 1.2.4 is given to Buyer and ending at 5:00 P.M. (Arizona time) on the date that is fifteen (15) days thereafter (the "Feasibility Period"), Buyer will determine whether the Property is suitable for Buyer's acquisition. If Buyer determines, in its sole discretion, that the Property is not suitable for Buyer's acquisition, then Buyer may terminate this Agreement by giving written notice of termination to Seller and Escrow Agent at any time on or before the expiration of the Feasibility Period. If Buyer fails to deliver a written notice to Seller and Escrow Agent approving the feasibility of acquiring the Property ("Approval Notice") on or before the expiration of the Feasibility Period, then this Agreement and the Escrow shall automatically terminate. If Buyer delivers an Approval Notice, then Buyer will be deemed to have elected to waive its right to terminate this Agreement pursuant to this Section, and the Deposit shall be non-refundable to Buyer except as expressly provided herein. If this Agreement is terminated pursuant to this Section, Escrow Agent shall return the Deposit to Buyer not later than the second business day after such termination, and the parties will be released from further liability hereunder.

6. Title and Survey Review.

6.1 Title Documents. Within ten (10) days after the Effective Date, Escrow Agent will provide Buyer with a title commitment (the "Title Commitment") issued by the title insurer ("Title Insurer") for Escrow Agent leading to the issuance of an ALTA Extended Coverage Owner's Policy of Title Insurance (ALTA 2006 form) insuring fee simple title in Buyer in the amount of the Purchase Price (the "Title Policy"), together with legible copies of all documents listed therein (the

"Exception Documents"). The Title Commitment, the Exception Documents and the Survey (described below) are herein referred to collectively as the "Title Documents." If the Title Documents reflect encumbrances or other conditions not acceptable to Buyer ("Defects") and Buyer notifies Seller and Escrow Agent of same in writing not less than ten (10) days prior to the expiration of the Feasibility Period, then within five (5) days after Seller's receipt of Buyer's notification of the Defects, Seller may notify Buyer which Defects Seller will cure prior to the Close of Escrow and which Defects Seller will not cure prior to the Close of Escrow (herein called a "Seller's Notice"). Seller shall not be obligated to cure any Defects, except as otherwise provided herein. If Seller's Notice specifies Defects that will not be cured by Seller prior to the Close of Escrow or if Seller fails to provide a Seller's Notice, then Buyer may, within five (5) days after the expiration of the period for Seller to provide a Seller's Notice, accept the Defects (in which event such Defects will constitute Permitted Exceptions (as defined below) hereunder) or Buyer may terminate this Agreement by written notice to Seller and Escrow Agent, in which event Escrow Agent will return the Deposit to Buyer not later than the second business day after such termination and the parties will be released from further liability hereunder.

6.2 Survey. As part of the Property Documents, Seller will provide Buyer with copies of any existing surveys of the Property that Seller has in its files. Buyer may, at its own expense, update the existing surveys or obtain a new survey of the Property (the "Survey") sufficient for the issuance of the Title Policy. The Survey shall be certified to the title issuer for Escrow Agent. Buyer shall provide Seller and Escrow Agent with copies of the Survey, if obtained by Buyer.

6.3 Supplemental Title Reports. If any supplemental title commitment or report or other notice from Escrow Agent after the Title Commitment ("Supplemental Report") shall reflect encumbrances or other conditions not reflected in the original Title Documents and not acceptable to Buyer ("Supplemental Defects") and Buyer notifies Seller and Escrow Agent of same in writing on or before the latter of (i) ten (10) days prior to the expiration of the Feasibility Period, and (ii) five (5) days after its receipt of the Supplemental Report, then within five (5) days after Seller's receipt of Buyer's notification of the Supplemental Defects (but not later than the Close of Escrow), Seller may provide to Buyer a Seller's Notice. Seller shall not be obligated to cure any Supplemental Defects, except as otherwise provided herein. If any Seller's Notice relating to Supplemental Defects specifies Supplemental Defects that will not be cured by Seller prior to the Close of Escrow, or if Seller does not deliver a Seller's Notice, then Buyer may, within five (5) days after the expiration of the five (5)-day period for Seller to provide a Seller's Notice, accept the Supplemental Defects (in which event such Supplemental Defects will constitute Permitted Exceptions hereunder) or Buyer may terminate this Agreement by written notice to Seller and Escrow Agent, in which event Escrow Agent will return the Deposit to Buyer not later than the second business day after such termination and the parties will be released from further liability hereunder. If Buyer does not elect to terminate this Agreement by written notice to Seller and Escrow Agent during the foregoing five (5)-day period, then Buyer shall be deemed to have accepted the Supplemental Defects. If Seller does not timely deliver a Seller's Notice for any Supplemental Defects, Seller shall be deemed to have elected to not cure the Supplemental Defects.

6.4 Other Title Matters. All matters referenced in Schedule B (or similar schedule) of the Title Commitment or in any Supplemental Report which are not Defects or Supplemental Defects, and any Defects and Supplemental Defects that have been approved by

Buyer, shall be "Permitted Exceptions" hereunder. Seller shall not record any additional liens, encumbrances or other matters against title to the Property after the effective date of the Title Commitment. Notwithstanding anything to the contrary contained in this Agreement, at or before the Closing, and without the need for Buyer to object to same in a Defects notice, Seller shall pay off or obtain releases on all existing private financing mortgages or encumbrances; mechanics', materialmen's and supplier's liens; judgment liens; federal or state income or sales tax liens; and lis pendens to the extent that they were caused by Seller, without cost to Buyer, and such matters shall not be considered "Permitted Exceptions."

6.5 Title to Tracts. The Property does not currently include tracts A, B, C and D of ADOBE MEADOWS, being a subdivision recorded in Book 822 of Maps, page 24, records of Maricopa County, Arizona (the "Tracts"). Seller shall use its commercially reasonable efforts to obtain title to the Tracts prior to the expiration of the Feasibility Period. If Seller obtains title to the Tracts prior to the expiration of the Feasibility Period, then the Tracts shall be added to and be a part of the Property. Seller does not represent that it will be able to obtain title to the Tracts, and Seller shall not be in default hereunder if Seller fails to obtain title to the Tracts. If Seller fails to obtain title to the Tracts prior to the expiration of the Feasibility Period, Buyer's sole remedy shall be to terminate this Agreement prior to the expiration of the Feasibility Period, as provided for in Section 5.

7. Conditions to Closing.

7.1 Buyer's Conditions. Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligation to purchase the Property is expressly conditioned on the following:

(i) Seller's representations and warranties contained herein shall be materially true and accurate.

(ii) Seller will not be in default of this Agreement.

(iii) Title Company and Escrow Agent will be irrevocably and unconditionally committed to issue the Title Policy to Buyer, together with those endorsements requested by Buyer.

If any of the conditions set forth in subsections (i) or (ii) above are not satisfied on the Closing Date, then, following the expiration of the notice and cure period, Buyer shall be entitled to the remedies prescribed under either Section 13 or Section 17.2 below, as applicable. If the condition set forth in subsections (iii) above is not satisfied on the Closing Date (unless as a result of a default by Seller in which event the provisions of Section 17.2 below shall apply), then Buyer may terminate this Agreement by giving written notice of termination to Seller, in which event Escrow Agent will return the Deposit to Buyer not later than the second business day after such termination and the parties will be released from further liability hereunder, except as expressly provided herein.

7.2 Seller's Conditions. Notwithstanding anything to the contrary contained herein, Seller's obligation to sell the Property is expressly conditioned on the following:

(i) Buyer's representations and warranties contained herein shall be materially true and accurate.

(ii) Buyer will not be in default of the Agreement.

If any of such conditions are not satisfied on the Closing Date, then Seller may, following the expiration of the notice and cure period prescribed under Section 17.1 below, terminate this Agreement by giving written notice of termination to Buyer. If Seller terminates this Agreement for the reasons stated in subsections (i) or (ii) above, Seller shall be entitled to the remedies prescribed under Section 17.1 below.

8. Transfer of Title and Other Property. At the Close of Escrow, Seller will convey title to the Property to Buyer by a special warranty in the form attached hereto as Exhibit "C" (the "Deed") and Blanket Assignment and Bill of Sale ("Blanket Assignment") in the form attached hereto as Exhibit "D".

9. Closing Date. The closing of the transaction contemplated by this Agreement (the "Close of Escrow" or "Closing") will occur on or before the date that is thirty (30) days after expiration of the Feasibility Period (the "Closing Date").

10. Closing Documents.

10.1 Seller's Obligations. On or before the Close of Escrow, Seller will execute and deposit the following documents with Escrow Agent for delivery to Buyer at the Close of Escrow: (a) the Deed, (b) the Blanket Assignment; (c) an Affidavit of Property Value in form required by Arizona law; (d) a Non-Foreign Person Affidavit in form reasonably acceptable to Buyer; (e) an "ALTA Statement" or similar instrument which will enable Escrow Agent to issue the Title Policy free of any mechanics' or materialmen's liens or claims for mechanics' or materialmen's liens; (f) an owner's affidavit which will enable Escrow Agent to issue the Title Policy without any exceptions for parties in possession; (g) such documents as may be required by Buyer or Escrow Agent evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property; and (g) any other assignments or instruments that are necessary for Seller to convey title to the Property and the Property Documents to Buyer.

10.2 Buyer's Obligations. On or before the Close of Escrow, Buyer will execute and deposit the following with Escrow Agent for delivery to Seller at the Close of Escrow: (a) the balance of the Purchase Price in cash or immediately available funds; (b) the Affidavit of Property Value; and (c) such documents as may be required by Seller or Escrow Agent evidencing the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the purchase of the Property.

10.3 Mutual Obligations. All documents must be deposited by the applicable parties with Escrow Agent in sufficient time to permit Escrow Agent to close the escrow on the Closing Date.

11. Closing Costs and Prorations. The following are to be apportioned as of the Closing Date and charged or paid to Seller or Buyer, as applicable, with Buyer being deemed to be the owner of the Property on the Closing Date:

11.1 Apportionments. Seller will pay the fee for the Title Policy to the extent of the cost of a "Standard Owner's" policy; one-half of Escrow Agent's escrow fee; and recording fees with respect to release of any liens or encumbrances. Buyer will pay one-half of Escrow Agent's escrow fee; recording fees with respect to the Deed and the Affidavit of Real Property Value; and the cost in excess of the cost of a Standard Owner's policy necessary to obtain the "ALTA Extended Owner's" coverage, plus the cost of any title endorsements Buyer may request. Real property taxes and general assessments will be prorated as of the Closing Date. All improvement and special liens and assessments shall be paid in full by Seller at or before the Closing. Seller shall pay all special liens and assessments at or before the Closing. If the Closing Date shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation.

11.2 Post-Closing Reconciliation. If any of the apportionments or prorations required above cannot be calculated accurately on the Closing Date or are miscalculated, then they shall be calculated or recalculated as soon as possible after the Closing Date. Either party owing the other party a sum of money based on such subsequent apportionments or prorations shall promptly pay said sum to the other party within ten (10) days after receipt of an invoice therefor. There shall be no further adjustments of such apportionments or prorations after the first anniversary of the Closing Date.

12. Damage or Condemnation. If, prior to the Close of Escrow, all or any portion of the Property is damaged or destroyed by casualty or becomes the subject of any pending or threatened eminent domain proceeding (or any transfer in lieu thereof has occurred), then Buyer may terminate this Agreement by giving written notice of termination to Seller within twenty (20) days after notice of such damage, destruction or eminent domain, in which event Escrow Agent will return the Deposit to Buyer not later than the second business day after such termination and the parties will be released from further liability hereunder. If Buyer elects to waive its right to terminate, then the parties shall proceed with the purchase and sale transaction described herein, and all rights, claims, benefits, insurance proceeds, or other consideration relating to the damage, destruction or eminent domain proceeding shall be assigned and transferred to Buyer at Close of Escrow.

13. Seller Representations and Warranties. Seller hereby represents and warrants to Buyer the following:

13.1 Agreements. Seller has not and will not enter into any contract, operating arrangement, lease, or other agreement relating to the Property, or cause or permit any new liability, encumbrance or obligation to be placed or imposed upon all or any part of the Property from the date hereof that will remain in effect after the Close of Escrow.

13.2 No Government Actions or Litigation. Seller is not aware of, and Seller has not received any written notices of any planned public improvements that will result in special

assessments against the Property, nor any pending or threatened condemnation proceedings or zoning or other land use regulation proceedings relating to the Property. Seller is not aware of, and Seller has not received any written notices from governmental agencies requiring alterations or corrections of any existing conditions at the Property.

13.3 Hazardous Materials. Seller will provide Buyer with copies of any environmental reports in its possession as part of the Property Documents. Except for any matters that are disclosed in the Property Documents or any environmental assessment obtained by Buyer, Seller has not released or caused the release of any Hazardous Materials (defined below); Seller has no knowledge of any release of Hazardous Materials upon the Property; and Seller has not received written notice of any release of Hazardous Materials upon the Property. The term "Hazardous Materials" shall mean any hazardous, toxic or contaminated substance, material or waste that is regulated by any local governmental authority, the State in which the Property is located or the United States Government, including, without limitation, (i) substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601, et seq.) and/or the Hazardous Materials Transportation Act (49 USC Section 1801, et seq.), (ii) those substances defined as any of the foregoing in the regulations adopted and publications promulgated pursuant to the aforesaid laws; and (iii) petroleum products. Except for any matters that are disclosed in the Property Documents or any environmental assessment obtained by Buyer, to Seller's knowledge there are no underground storage tanks located at the Property.

13.4 Non-Foreign Person. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

13.5 Subject to the satisfaction of the Contingencies, Seller has full right, power and authority to sell the Property to Buyer as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed and delivered by Seller in connection with this Agreement shall be, duly authorized, executed and delivered by Seller and shall be valid, binding and enforceable obligations of Seller.

13.6 Subject to satisfaction of the Contingencies, to Seller's knowledge, the execution, delivery and performance by Seller of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by Seller does not, and shall not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Seller or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Seller or the Property is subject, or any judgment, law, writ, decree, order, injunction, rule, ordinance or governmental regulation or requirement affecting Seller or the Property.

For purposes of this Section 13, the phrases "Seller's knowledge", "Seller is not aware of" and similar terms mean the actual knowledge of Mark Winkleman without the duty of inquiry or investigation. The matters set forth in this Section constitute representations and warranties by Seller that will be materially true and correct as of the date hereof and on the Closing Date and subject to

Section 16, below, will survive the Closing Date for a period of one (1) year except that any claim for which notice of given within such time period shall survive until resolution of such action.

If Seller becomes aware of any facts or circumstances that cause any of such representations and warranties to become materially false or incorrect, Seller will promptly notify Buyer of same. Notwithstanding any contrary provision of this paragraph, the representations, warranties and covenants of Seller set forth in this Section shall not apply to the extent that any matter or condition is caused by the act or acquiescence of Buyer, its affiliates, employees, agents, contractors, subcontractors or representatives, or to the extent Buyer has actual knowledge of any inaccuracy in any such representation, warranty or covenant at the time of the Closing. If Seller becomes aware of any change in the representations, warranties or covenants of Seller set forth in this Section 13 after the date hereof (whether arising before or after the date hereof), Seller shall give prompt written notice (a "Change Notice") to Buyer, which shall specifically reference this Section and the representation and warranty being modified. Buyer (as Buyer's sole remedy) shall have ten (10) days following its receipt of a Change Notice within which to terminate this Agreement by written notice to Seller. In the event of such termination, Escrow Agent shall return the Deposit to Buyer and neither party shall have any further obligations hereunder, except as expressly provided herein. Buyer's failure to terminate this Agreement within the foregoing ten (10)-day period shall be deemed acceptance of the matters disclosed in the Change Notice and an election by Buyer to proceed with the purchase of the Property notwithstanding the Change Notice. If Buyer elects (or is deemed to have elected) to proceed with the purchase of the Property after receipt of a Change Notice, then Buyer shall be deemed to have assumed all risk of and released Seller from all liability for the matter(s) specified in such Change Notice, and Seller's representations, warranties and covenants under this Section 13 shall thereafter be deemed to have been modified as provided in the Change Notice. Notwithstanding anything stated to the contrary above, if Buyer discovers that any of Seller's warranties or representations was untrue when made or becomes untrue as the result of the intentional acts or omissions of Seller, then the provisions of Section 17.2 shall apply.

14. Buyer Representations and Warranties. Buyer covenants, represents and warrants to Seller as follows:

14.1 Power and Authority. Buyer has full power and authority to enter into this Agreement and all documents executed pursuant to this Agreement, and to perform its obligation in accordance with the terms and conditions hereof and thereof.

14.2 No Violation. Execution of this Agreement and all documents executed pursuant to this Agreement by Buyer, and performance by Buyer of each and all of its obligations hereunder, will not breach or violate any other agreement, court order or other arrangement by which Buyer is bound.

14.3 Compliance. All necessary and appropriate action on the part of Buyer which is required for the execution, delivery and performance of this Agreement has been fully and effectively taken.

14.4 Financial Ability. Buyer has, or will have prior to closing, the financial ability to perform Buyer's obligations under this Agreement.

15. "As-Is," "Where-Is," and "With All Faults".

15.1 Seller Inducements. To induce Seller to accept this Agreement, Buyer acknowledges that, except for the Express Representations: (i) no understandings, representations or promises of any kind have been made to induce the execution of this Agreement; (ii) Buyer has not relied on any oral agreement, statement, representation or other promise; (iii) Seller has made no express or implied warranties concerning the condition of the Property or the fitness or suitability of the Property for Buyer's intended use; and (iv) Buyer acknowledges and agrees that the Property is being sold and transferred by Seller to Buyer in its present "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" condition without warranty of any kind. No salesman, broker, agent or employee of Seller has any authority to modify the terms of this Section or any authority to make any representation or agreement not contained in this Agreement and no person on behalf of Seller is authorized to make any future oral agreement upon which Buyer may rely to cancel, change or modify any portion of this Agreement.

15.2 Additional Buyer Warranties. Buyer represents and warrants that, except for the Express Representations: (i) Buyer is a knowledgeable, experienced and sophisticated purchaser of real estate and that it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property; (ii) Buyer is, or as of the end of the Feasibility Period will be, familiar with the Property; (iii) Buyer is relying solely upon, and as of the end of the Feasibility Period, will have conducted, its own independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including without limitation, physical inspections, environmental assessments, analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the use, occupancy or enjoyment of the Property; (iv) Seller is not liable or bound in any manner by any oral or written statements, representations, warranties, or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to herein; and (v) Buyer acknowledges that the Purchase Price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. Buyer has fully reviewed the representations, warranties, disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof. Buyer acknowledges and agrees that the representations, warranties, disclaimers and other agreements set forth in this Agreement are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without such representations, warranties, disclaimers and other agreements set forth in this Agreement. Buyer further acknowledges and agrees that regardless of the outcome or contents of any inspection or assessment of the Property Buyer may undertake, except for the Seller's obligations with respect to the Express Representations, Seller has no obligation whatsoever to cure any faults, defects or other adverse conditions affecting the Property, whether or not disclosed in any such inspection or assessment or in any disclosures by Seller. The covenants, representations and warranties contained in this Section 15 shall expressly survive the Closing without limitation.

15.3 Release. Except for the Express Representations and any claims arising from any intentional misconduct on the part of Seller, Buyer or anyone claiming by, through or under Buyer, hereby fully and irrevocably releases Seller, its members, agents, representatives, any of its respective beneficiaries, shareholders, officers, affiliates, parent entities, subsidiary entities, employees, heirs, successors and assigns (collectively, the "Seller Parties"), from any and all claims that it may now have or hereafter acquire against the Seller Parties, regardless of the sole or concurrent negligence of any kind of the Seller Parties with respect to such claims, for any cost, loss, liability, damage, expense, action or cause of action, whether foreseen or unforeseen, arising from or related to any errors or omissions on or in the Property, the presence of Hazardous Materials, or any other conditions (whether patent, latent or otherwise) affecting the Property, except for claims against Seller based upon breach of the Express Representations or intentional misconduct of Seller. Buyer further acknowledges and agrees that this release will be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to known and suspected claims, damages, and causes of action. The provisions of this Section 15.3 will survive the Closing and delivery of the Deed. Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit all of the Seller Parties from any such unknown losses, damages, liabilities, costs and expenses, except as otherwise provided above.

16. Survival. The covenants, representations or warranties made by Seller and Buyer, respectfully, in Sections 13, 14, and 15 are made as of the Opening of Escrow and as of the Close of Escrow and shall survive the Closing, except that any claim for breach of warranty by either party must be asserted within one (1) year after the Closing or be forever barred.

17. Remedies.

17.1 Seller's Remedies. If Buyer fails to deposit the Purchase Price in accordance with the terms of this Agreement, or to timely close escrow as required hereunder, or fails to perform any of its other obligations under this Agreement, which failure is not cured within three (3) business days after written notice from Seller, Seller shall be entitled, as Seller's sole and exclusive right and remedy hereunder, to terminate this Agreement by giving written notice of termination to Buyer, in which event Seller shall retain the Deposit as liquidated damages and as consideration for acceptance of this Agreement. Notwithstanding anything mentioned herein to the contrary, Seller hereby waives any claim for consequential, special, punitive, exemplary or similar damages against Buyer. Buyer and Seller agree that based upon the circumstances now existing, known and unknown, it would be impractical or extremely difficult to establish Seller's damages by reason of default by Buyer. Accordingly, Buyer and Seller agree that it would be reasonable at such time to award to Seller "liquidated damages" equal to the amount of the Deposit in the event of a default by Buyer.

17.2 Buyer's Remedies. Upon a breach or default by Seller hereunder, which default is not cured within three (3) business days after written notice from Buyer, Buyer shall be entitled, as its sole remedy for Seller's default hereunder, to exercise one of the following remedies: (i) terminate this Agreement, in which event Escrow Agent will return the Deposit to Buyer not later

than the second business day after such termination; (ii) proceed with the transaction and waive the default; or (iii) seek specific performance of Seller's obligations hereunder. Notwithstanding anything mentioned herein to the contrary, Buyer hereby waives any claim for consequential, special, punitive, exemplary or similar damages against Seller.

17.3 Cancellation Fees. Upon the effective cancellation of this Agreement, the defaulting party shall be responsible for any escrow cancellation charges charged by Escrow Agent.

18. Brokerage Commission. If and only if the Closing hereunder occurs, Seller agrees to pay a commission to Nathan & Associates, Inc. in the amount of three percent (3%) of the Purchase Price. If and only if the Closing hereunder occurs, Buyer agrees to pay a commission to Westland Properties Group (Grant D. Helgeson) in the amount of two percent (2%) of the Purchase Price. Except for the foregoing, each party represents and warrants to the other that such party has not dealt with any broker or finder in connection with the transaction contemplated in this Agreement. Except for the foregoing, each party shall indemnify, defend and hold harmless the other party against and from any and all claims, commissions, or other compensation, damages, liabilities and expenses, (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any and all claims made by any other broker or finder with whom the indemnifying party has dealt, or has allegedly employed, in violation of the warranty contained in this Section. Seller acknowledges that Buyer and its various officers, employees, and affiliates may hold Arizona real estate licenses as brokers and/or salespersons.

19. Notices. All notices, demands and requests under this Agreement must be in writing, and will not be effective unless given by prepaid registered or certified mail, return receipt requested, by nationally recognized commercial overnight courier service, by hand-delivery with a signed acknowledgement of receipt by the receiving party, or by confirmed facsimile transmittal (if a facsimile number is given below), addressed as follows:

19.1 If addressed to Seller:

ML Manager LLC
14050 N. 83rd Avenue, #180
Peoria, Arizona 85381
Attn: Mark Winkleman
Facsimile: (623) 234-9575
Telephone: (623) 234-9562

with a copy to:

Fennemore Craig, P.C.
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012
Attention: Mark A. Nesvig
Facsimile: (602) 916-5672
Telephone: (602) 916-5472

19.2 If addressed to Buyer:

Pinnacle Ridge Holdings, LLC
3321 East Baseline Road
Gilbert, Arizona 85234
Attention: Jeff Blandford
Facsimile: (480) 892-4492
Telephone: (480) 892-8885

With a copy to:
Squire, Sanders & Dempsey L.L.P.
40 N. Central, Suite 2700
Phoenix, Arizona 85004
Attention: David W. Kreutzberg
Facsimile: (602) 253-8129
Telephone: (602) 528-4062

Agent: 19.3 Copies of all notices, demands and requests shall also be delivered to Escrow

Thomas Title & Escrow
Promenade Corporate Center
16435 N. Scottsdale Rd., Ste. 405
Scottsdale, Arizona 85254
Attention: Diane F. Carpenter
480.222.1116 ext. 203
480.383.6792 direct facsimile
Email: dcarpenter@thomastitle.com

or at such other address or facsimile number as any party may hereafter designate by written notice to all other parties. The effective date of all notices shall be three (3) days following transmittal by prepaid registered or certified mail, return receipt requested, one (1) day after transmittal by nationally recognized commercial overnight courier service, upon receipt by hand-delivery with a signed acknowledgement of receipt by the receiving party, and upon transmission by facsimile (transmittal confirmed); if receipt of such notice is not accepted or is not possible due to a change in address or facsimile number for which the sending party did not receive notice, the effective date of such a notice shall be the date of attempted delivery.

20. Miscellaneous.

20.1 Additional Documents. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

20.2 Time for Performance. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day that is not a Saturday, Sunday or legal holiday.

20.3 Entry. At any time after the Effective Date and prior to the Close of Escrow, Buyer and its designated agents and contractors will have the right to enter upon the Property to conduct surveys, soils tests, investigations and studies; provided Buyer shall return the Property to substantially the same condition existing prior to the time of any entry. Buyer shall defend, indemnify and hold Seller harmless for, from and against any and all liabilities, costs and expenses (including, but not limited to, mechanics' and materialmen's liens and reasonable attorney fees) incurred by Seller arising from any exercise of the rights granted under this Section 20.3, which obligations of Buyer shall survive the termination of this Agreement.

20.4 Risk of Loss. The risk of loss or damage to the Property until the Close of Escrow shall be borne by Seller.

20.5 Time of Essence. Time is of the essence of each and every provision and each obligation of this Agreement.

20.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

20.7 Assignment. Buyer may assign its rights and obligations under this Agreement, upon written notice to Seller and subject to Seller's approval, which shall not be unreasonably withheld.

20.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties. All terms and conditions contained in any other instruments previously executed by the parties in connection with the Property are superseded hereby and merged herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

20.9 Attorney Fees. If suit is brought by any party to this Agreement to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses and court costs.

20.10 No Assumption of Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Buyer does not assume or agree to pay, and shall not indemnify Seller or any other person against, any liability, obligation, or expense of Seller or relating in any way to the Property except to the extent, if any, except to the extent, if any, such obligation runs with the Property, or is expressly and specifically provided for in this Agreement.

20.11 WAIVER OF JURY TRIAL. THE PARTIES HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT. NO

JURY SHALL BE EMPANELED FOR ANY DISPUTE INVOLVING THIS AGREEMENT,
INCLUDING WITHOUT LIMITATION ANY ADVISORY JURY.

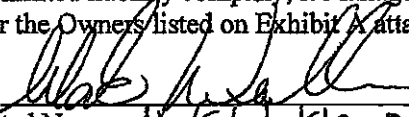
[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

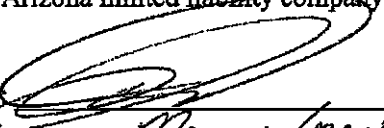
VCB LOAN LLC, an Arizona limited liability company

By ML MANAGER LLC,
an Arizona limited liability company, its Managers and
as Agent for the Owners listed on Exhibit A attached

By: 
Printed Name: Mark Winkler
Its: Manager Cee

BUYER:

PINNACLE RIDGE HOLDINGS, LLC,
an Arizona limited liability company

By: 
Its: Manager/member

AGREEMENT AND CONSENT BY ESCROW AGENT

The undersigned hereby agrees to (i) accept the foregoing Agreement of Sale and Purchase and Escrow instructions as instructions to the undersigned, (ii) act as Escrow Agent under said Agreement in consideration of its fees normally charged in such transactions, (iii) be bound by said Agreement in the performance of its obligations as the Escrow Agent, (iv) agrees to be the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986 (the "Code") and filing all necessary information reports, returns and statements (collectively, the "Tax Reports") regarding the transaction required by the Code and, promptly upon the filing of the Tax Reports, transmit copies of the Tax Reports to Buyer and Seller, (v) agrees to indemnify and hold harmless Seller, Buyer and their respective attorneys and brokers from and against all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Tax Reports, (vi) agrees to deliver to Buyer, within five (5) days after the Opening of Escrow, an insured closing protection letter from Title Insurer and (vii) confirms that the Opening of Escrow occurred on _____, 2010.

Dated this ____ day of _____, 2010.

Thomas Title & Escrow

By: _____
Name/Title: _____

EXHIBIT "A"
NAMES OF OWNERS OF LAND

First Trust Company of Onaga, Custodian FBO Jane A. Bartelme IRA #410213XXXX, as to an undivided 0.563% interest;

VCB Loan LLC, an Arizona Limited Liability Company, as to an undivided 73.851% interest;

Bruce Dennis Buckley and Alivia Virginia Buckley, Trustees of The Bruce Dennis Buckley and Alivia Virginia Buckley Revocable Living Trust dated June 4, 1985 and Amended December 7, 1994, as to an undivided 1.950% interest;

Karen E. Lamb, Trustee of The Karen Lamb Living Trust dated February 26, 2007, and any amendments thereto, as to an undivided 1.560% interest;

Stephen G. Franklin and Donna M. Franklin, Trustees of the Franklin Family Trust dated June 11, 2002, and any amendments thereto, as to an undivided 1.560% interest;

Robert G. Furst, Trustee of The Robert G. Furst & Associates Defined Benefit Pension Plan, as to an undivided 1.993% interest;

Morris A. Kaplan and Carolyn N. Kaplan, Trustees under the Second Amendment and Restatement of the Morris and Carolyn Kaplan Revocable Trust dated October 15, 1999, as to an undivided 1.288% interest;

Linda Mayne and Stephen Mayne, wife and husband, as community property with right of survivorship, as to an undivided 1.560% interest;

Linda Mayne, Trustee of the Mayne and Company Defined Benefit Pension Plan dated December 31, 2005, and any amendments thereto, as to an undivided 1.014% interest;

William J. Miller and Sandra B. Miller, Trustees of the Miller Family Trust dated February 7, 2000, and any amendments thereto, as to an undivided 3.901% interest;

Christo Panagiotakopoulos and Constance Panagiotakopoulos, Husband and Wife, as Joint Tenants With Right of Survivorship, as to an undivided 1.485% interest;

Linda A. Reeves, Trustee of The Linda Ann Reeves Trust dated March 2, 2005, and any amendments thereto, as to an undivided 0.780% interest;

First Trust Company of Onaga, Custodian FBO Jayesh K. Shah IRA #41021XXXXX, as to an undivided 1.552% interest;

Jan M. Sterling, Trustee of The Jan M. Sterling Living Trust dated January 4, 1995, and any amendments thereto, as to an undivided 3.900% interest;

Kathleen K. Tomasulo, Trustee of The Tomasulo Credit Shelter Irrevocable Trust dated September 16, 1997, and any amendments thereto, as to an undivided 0.780% interest;

Bernardo R. Urquieta and Kathleen Smythe de Urquieta, Trustees of The Urquieta Smythe Family Trust dated December 5, 1990, and any amendments thereto, as to an undivided 0.780% interest;

John C. Vinson and Taeko Vinson, Trustees of the John Charles Vinson Family Trust dated December 3, 1984, and any amendments thereto, as to an undivided 1.170% interest; and

Chris Welsh and Tracey Welsh, husband and wife, as joint tenants with right of survivorship, as to an undivided 0.313% interest.

EXHIBIT "B"
LEGAL DESCRIPTION

Lots 1 through 32, inclusive, ADOBE MEADOWS, being a subdivision recorded in Book 822 of Maps, page 24, records of Maricopa County, Arizona.

EXHIBIT "C"

WHEN RECORDED MAIL TO:

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, VCB LOAN LLC, an Arizona limited liability company, and ML Manager LLC, an Arizona limited liability company as agent ("Agent"), as attorney-in-fact for those individual owners ("Owners") listed on Exhibit "B" attached ("Grantor"), does hereby convey to PINNACLE RIDGE HOLDINGS, LLC, an Arizona limited liability company ("Grantee"), the following real property together with all rights and privileges appurtenant thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

TOGETHER WITH all (i) all buildings, structures and improvements located thereon; (ii) all appurtenances, hereditaments, easements, rights-of-way, reversions, remainders, development rights, well rights, water rights, and air rights; (iii) all oil, gas, and mineral rights not previously reserved; (iv) land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining such tract or piece of land; (iv) and any other rights, privileges and benefits appurtenant to or used in connection with the beneficial use and enjoyment of such Land (collectively, the "Property")

SUBJECT TO all current real property taxes and other assessments, reservations in patents, water rights, claims or title to water and all easements, rights of way, covenants, conditions, restrictions, reservations, declarations, encumbrances, obligations, liabilities and other non-financial matters (meaning matters that are not monetary liens or encumbrances) as may appear of record, any and all conditions, easements, encroachments, rights of way or restrictions which a physical inspection or accurate ALTA survey of the Property would reveal, any matters arising in connection with any action of the Grantee or its employees, contractors, agents or representatives, any other matter not caused by the act or authorization of Grantor and the applicable municipal, county, state or federal zoning and use regulations affecting the Property.

AND the Grantor hereby binds itself and its successors and assigns to warrant and defend the title in Grantee, its successors and assigns, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**EXHIBIT A
TO THE SPECIAL WARRANTY DEED**

Legal Description of the Property

**EXHIBIT B
TO THE SPECIAL WARRANTY DEED**

List of Owners

EXHIBIT "D"

BLANKET ASSIGNMENT AND BILL OF SALE

THIS BLANKET ASSIGNMENT AND BILL OF SALE (the "Assignment") is given as of _____, 2010, by _____ ("Assignor") for the benefit of _____, its successors and assigns ("Assignee").

RECITALS

A. Assignor and Assignee entered into that certain Agreement of Sale and Purchase and Escrow Instructions dated _____, 2010 (the "Agreement"), whereby Assignor agreed to sell and Assignee agreed to purchase that certain real property located more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. In connection with the foregoing transaction, Assignor desires to transfer and assign to Assignee, on the terms and conditions set forth below, all of Assignor's right, title and interest in all rights, materials and/or claims relating to Property or the use, entitlement or development thereof, including, without limitation: (i) all permits, licenses, applications, approvals, and any other authorizations issued by governmental entities or quasi-governmental entities; (ii) all entitlements, subdivision agreements and other agreements relating to the development of Property; (iii) all plats, plans, drawings, designs, engineering materials, studies, reports and other documents relating to any improvements to or serving the Property; (iv) all claims, awards, and any similar rights relating to and benefiting the Property; (v) all water and sewer taps and hookup connections relating to the Property; (vi) all development rights benefiting the Property; (vii) any and all rights to receive any payments, impact fee or other credits, reimbursements, or refunds arising from any payments, dedications or any other actions taken by Assignor or any predecessor in title to the Property; (viii) any rights under any representations, warranties, indemnities, and/or covenants in Assignor's favor under any agreement and/or instrument by which Assignor acquired title to the Property; (ix) all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property, (x) all pre-paid impact fees, school fees, and/or development fees of any kind previously paid by Seller or any predecessor in title to the Property, (xi) all guarantees, warranties, indemnities, and covenants under any and all contracts and agreements with contractors, subcontractors, suppliers and other persons and entities providing labor, services or materials in connection with the design, construction and installation of any improvements to or serving the Property, and (xii) any and all other rights, privileges, and appurtenances owned by Assignor and in any way related to, or used in connection with the operation of the Property to the extent that they are assignable (collectively, the "Assigned Items").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by reference as agreements of Assignor and Assignee.

2. Assignment. Assignor hereby assigns and transfers unto Assignee, all of Assignor's right, title and interest in and to the Assigned Items without representation or warranty of any kind.

3. No Assumption of Obligations. Assignee does not assume any duties or obligations of Assignor to be performed, paid or complied with under or with respect to any of the Assigned Items arising prior to the date of this Assignment.

4. Further Assurances. The parties agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts, instruments, and assurances as may be reasonably required to effectuate the assignment contemplated herein.

5. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts each of which shall be deemed an original instrument and all of which combined shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor have executed this Assignment as of the date set forth above.

ASSIGNOR:

By: _____

Name: _____

Its: _____

EXHIBIT A
TO THE BLANKET ASSIGNMENT AND BILL OF SALE

Legal Description of the Property

PHX/2313872.3/28149.001