

1 SAM S. PUATHASNANON, Cal. Bar No. 198430

Email: puathasnanons@sec.gov

2 SARA D. KALIN, Cal. Bar No. 212156

Email: kalins@sec.gov

3 Attorneys for Plaintiff

Securities and Exchange Commission

4 Michele Wein Layne, Regional Director

John W. Berry, Regional Trial Counsel

5 5670 Wilshire Boulevard, 11th Floor

Los Angeles, California 90036

6 Telephone: (323) 965-3998

7 Facsimile: (323) 965-3908

8 **UNITED STATES DISTRICT COURT**

9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 SECURITIES AND EXCHANGE
11 COMMISSION,

12 Plaintiff,

13 vs.

14 LOUIS V. SCHOOLER and FIRST
15 FINANCIAL PLANNING
16 CORPORATION d/b/a WESTERN
FINANCIAL PLANNING
CORPORATION,

17 Defendants.

Case No. 12 CV 2164 GPC JMA

**DECLARATION OF SARA KALIN IN
SUPPORT OF PLAINTIFF
SECURITIES AND EXCHANGE
COMMISSION'S RESPONSE TO
DEFENDANTS' OPPOSITION TO
RECEIVER'S REPORT AND
RECOMMENDATIONS REGARDING
VALUATIONS OF REAL ESTATE
ASSETS OF RECEIVERSHIP
ENTITIES**

DECLARATION III OF SARA KALIN

I, Sara D. Kalin, declare pursuant to 28. U.S.C. § 1746:

1. I am an attorney in good standing and admitted to practice law in the state of California and before this Court. I am employed by the Securities and Exchange Commission (the "SEC") as a Senior Counsel in the Division of Enforcement in the Los Angeles Regional Office. I make this declaration in support of the SEC's Response to defendants' Opposition to Receiver's Report and Recommendations Regarding Valuations of Real Estate Assets and Receivership Entities. I have personal knowledge of the following facts, except as otherwise noted.

2. Attached hereto as Exhibit 1 is a true and correct copy of the executed Co-Tenancy Agreement regarding the "Silver Springs North" offering conducted by Western Financial Planning Corporation ("Western"). Exhibit 1 was produced by Western in response to the SEC's investigative subpoena to Western dated September 8, 2011.

3. Attached hereto as Exhibit 2 is a true and correct copy of the executed Co-Tenancy Agreement regarding Western's "Silver Springs South" offering. Exhibit 2 was produced by Western in response to the SEC's investigative subpoena to Western dated September 8, 2011.

4. Attached hereto as Exhibit 3 is a true and correct copy of the executed Co-Tenancy Agreement regarding Western's "Washoe 5" offering. Exhibit 3 was produced by Western in response to the SEC's investigative subpoena to Western dated September 8, 2011.

5. Attached hereto as Exhibit 4 is a true and correct copy of the executed Co-Tenancy Agreement regarding Western's "Dayton IV" offering. Exhibit 4 was produced by Western in response to the SEC's investigative subpoena to Western dated September 8, 2011.

1 6. Attached hereto as Exhibit 5 is a true and correct copy of the executed
2 Co-Tenancy Agreement regarding Western's "Yuma II" offering. Exhibit 5 was
3 produced by Western in response to the SEC's investigative subpoena to Western
4 dated September 8, 2011.

5 7. Attached hereto as Exhibit 6 is a true and correct copy of the executed
6 Co-Tenancy Agreement regarding Western's "Yuma III" offering. Exhibit 6 was
7 produced by Western in response to the SEC's investigative subpoena to Western
8 dated September 8, 2011.

9 8. Attached hereto as Exhibit 7 is a true and correct copy of the executed
10 Co-Tenancy Agreement regarding Western's "Fernley I" offering. Exhibit 7 was
11 produced by Western in response to the SEC's investigative subpoena to Western
12 dated September 8, 2011.

13 9. Attached hereto as Exhibit 8 is a true and correct copy of excerpts
14 from the testimony transcript of Beverly Schuler. I took Ms. Schuler's testimony
15 on April 26, 2012.

16 I declare under penalty of perjury under the laws of the United States that the
17 foregoing is true and correct. Executed this 25th day of July, 2013, at Los
18 Angeles, California.

19
20
21 
22
23
24
25
26
27
28

PROOF OF SERVICE

I am over the age of 18 years and not a party to this action. My business address is:

[X] U.S. SECURITIES AND EXCHANGE COMMISSION, 5670 Wilshire Boulevard, 11th Floor, Los Angeles, California 90036-3648

Telephone No. (323) 965-3998; Facsimile No. (323) 965-3908.

On July 25, 2013, I caused to be served the document entitled **DECLARATION OF SARA KALIN IN SUPPORT OF PLAINTIFF SECURITIES AND EXCHANGE COMMISSION'S RESPONSE TO DEFENDANT'S OPPOSITION TO RECEIVER'S REPORT AND RECOMMENDATIONS REGARDING VALUATIONS OF REAL ESTATE ASSETS OF RECEIVERSHIP ENTITIES** on all the parties to this action addressed as stated on the attached service list:

[] **OFFICE MAIL:** By placing in sealed envelope(s), which I placed for collection and mailing today following ordinary business practices. I am readily familiar with this agency's practice for collection and processing of correspondence for mailing; such correspondence would be deposited with the U.S. Postal Service on the same day in the ordinary course of business.

[] **PERSONAL DEPOSIT IN MAIL:** By placing in sealed envelope(s), which I personally deposited with the U.S. Postal Service. Each such envelope was deposited with the U.S. Postal Service at Los Angeles, California, with first class postage thereon fully prepaid.

[] **EXPRESS U.S. MAIL:** Each such envelope was deposited in a facility regularly maintained at the U.S. Postal Service for receipt of Express Mail at Los Angeles, California, with Express Mail postage paid.

[] **HAND DELIVERY:** I caused to be hand delivered each such envelope to the office of the addressee as stated on the attached service list.

[] **UNITED PARCEL SERVICE:** By placing in sealed envelope(s) designated by United Parcel Service ("UPS") with delivery fees paid or provided for, which I deposited in a facility regularly maintained by UPS or delivered to a UPS courier, at Los Angeles, California.

[X] **ELECTRONIC MAIL:** By transmitting the document by electronic mail to the electronic mail address as stated on the attached service list.

[X] **E-FILING:** By causing the document to be electronically filed via the Court's CM/ECF system, which effects electronic service on counsel who are registered with the CM/ECF system.

[] **FAX:** By transmitting the document by facsimile transmission. The transmission was reported as complete and without error.

I declare under penalty of perjury that the foregoing is true and correct.

Date: July 25, 2013

/s/ Sara D. Kalin
Sara D. Kalin

SEC v. Louis V. Schooler, et al.
United States District Court – Southern District of California
Case No. 12 CV 2164 LAB JMA
(LA-4059)

SERVICE LIST

Eric Hougen, Esq. (served via CM/ECF only)
Hougen Law Offices
624 Broadway, Suite 303
San Diego, CA 92101
Email: eric@hougenlaw.com
***Attorney for Defendants Louis V. Schooler First Financial
Planning Corporation d/b/a Western Financial Planning
Corporation***

Philip H. Dyson, Esq. (served via CM/ECF only)
Law Offices of Philip Dyson
8461 La Mesa Boulevard
La Mesa, CA 91941
Email: phildysonlaw@gmail.com
***Attorney for Defendants Louis V. Schooler First Financial
Planning Corporation d/b/a Western Financial Planning
Corporation***

Edward Patrick Swan, Jr., Esq. (served via CM/ECF only)
Jones Day
12265 El Camino Real, Suite 200
San Diego, CA 92130
Email: pswan@jonesday.com
***Attorney for Defendants Louis V. Schooler First Financial
Planning Corporation d/b/a Western Financial Planning
Corporation***

Ted Fates, Esq. (served via CM/ECF only)
Allen Matkins Leck Gamble Mallory & Natsis LLP
501 W. Broadway, 15th Floor
San Diego, CA 92101
Email: tfates@allenmatkins.com
Attorney for Court-Appointed Receiver, Thomas C. Hebrank

Thomas C. Hebrank, CPA, CIRA (served via electronic mail only)
E3 Advisors
501 W. Broadway, Suite 800
San Diego, CA 92101
Email: thebrank@ethreadvisors.com
Court-Appointed Temporary Receiver

SEC v. Louis V. Schooler and First Financial Planning Corporation
U.S.D.C. S.D. California
Case No. 12 CV 2164 GPC (JMA)

Index to Declaration III of Sara D. Kalin

Exhibit No.	Description	Page
1	Co-Tenancy Agreement regarding the “Silver Springs North” offering conducted by Western Financial Planning Corporation	1
2	Co-Tenancy Agreement regarding the “Silver Springs South” offering conducted by Western Financial Planning Corporation	8
3	Co-Tenancy Agreement regarding the “Washoe 5” offering conducted by Western Financial Planning Corporation	15
4	Co-Tenancy Agreement regarding the “Dayton IV” offering conducted by Western Financial Planning Corporation	20
5	Co-Tenancy Agreement regarding the “Yuma II” offering conducted by Western Financial Planning Corporation	27
6	Co-Tenancy Agreement regarding the “Yuma III” offering conducted by Western Financial Planning Corporation	34
7	Co-Tenancy Agreement regarding the “Fernley I” offering conducted by Western Financial Planning Corporation	41
8	Excerpts from the testimony of Beverly Schuler taken on April 26, 2012	49

EXHIBIT 1

[Faint handwritten notes, possibly "Silver Spring" and "North"]

CO-TENANCY AGREEMENT

Silver Spring "North"

TABLE OF CONTENTS

1.	NATURE OF CO-TENANCY	1
1.1	Description of Co-Tenancy Activities	1
1.2	Office	1
1.3	Co-Tenants' Right to Control the Co-Tenancy	1
2.	FINANCIAL	1
2.1	Contributions	1
2.2	Withdrawal of Funds	2
2.3	Books of Account	2
2.4	Inspection of Books	2
3.	RIGHTS AND DUTIES OF CO-TENANTS	3
3.1	Power to Incur Liabilities	3
3.2	Reimbursement of Expenses	3
4.	TERMINATION OF CO-TENANCY RELATION	3
4.1	Duration of Co-Tenancy	3
4.2	Right of First Refusal on Sale or Transfer of Co-Tenancy Interest	3
4.3	Transfer of a Co-Tenancy Interest	4
5.	ARBITRATION	4
5.1	Dispute Between Co-Tenants	4
5.2	Voting Deadlock	5
5.3	Rules Governing Arbitration	5
5.4	Arbitrator's Decision Binding	5
5.5	Cost of Arbitration	5
6.	GENERAL PROVISIONS	5
6.1	Employees	5
6.2	Notices	5
6.3	Gender and Number	6
6.4	Litigation	6
6.5	Document Execution	6
6.6	Representative Capacity	6
6.7	Indemnity	6
6.8	Counterparts	6
6.9	Construction	7
6.10	Governing Law	7
6.11	Amendment	7
6.12	Binding on Heirs and Assigns	7
6.13	Captions	7
6.14	Unenforceable Provisions	7
6.15	Entire Agreement	7
6.16	Exhibits	7

CO-TENANCY AGREEMENT

The undersigned parties have voluntarily entered into a Co-Tenancy Agreement pursuant to the terms and conditions set forth in this Agreement. This Co-Tenancy Agreement is effective as of 6/17/2008 19__.

1. NATURE OF CO-TENANCY

1.1 Description of Co-Tenancy Activities. The Co-Tenancy is formed for the primary purpose of acquiring, developing, maintaining and/or holding real property (referred to herein as the "Property") for investment purposes. The Property is described in Exhibit "A" attached hereto.

1.2 Office. The principal office of the Co-Tenancy shall be 5186 Carroll Canyon Road, San Diego, California, 92121 and/or at such other place or places as may from time to time be designated by the Co-Tenancy.

1.3 Co-Tenants' Right to Control the Co-Tenancy. Except as otherwise specifically set forth in this Agreement, each Co-Tenant shall participate in the control, management, and direction of the activities of the Co-Tenancy. In exercising this control, management, and direction, each Co-Tenant's vote shall be equal. All Co-Tenancy consents and decisions shall be made upon the unanimous consent of the Co-Tenants.

2. FINANCIAL

2.1 Contributions.

2.1.1 Each Co-Tenant shall contribute to the Co-Tenancy one-quarter (1/4) of such amounts as are necessary to enable the Co-Tenancy to make all payments required in connection with the ownership of the Co-Tenancy property and/or the conduct of the Co-Tenancy activities (at times referred to herein as the "required amounts"), including, without limitation, taxes, interest, principal payments on any note secured by an encumbrance on such property, insurance premiums, payments which are necessary for the preservation and maintenance of Co-Tenancy property, leasehold improvement expenses and all amounts which are necessary to enable the Co-Tenancy to pay salaries or any legal, accounting, engineering or other fees.

2.1.2 At least 15 days preceding the due date of any required payments under Subsection 1 of this Section, each Co-Tenant shall be notified, in writing, of the amount of the payments due, the due date and such Co-Tenant's share thereof. Each Co-Tenant shall remit to the Co-Tenancy such Co-Tenant's share of such payment. The failure of any Co-Tenant to contribute, in the manner and on or before the due date herein specified, an amount equal to such Co-Tenant's share of the required amounts shall be deemed a "default."

2.1.3 Upon the occurrence of any default, if such default is not cured within two weeks after written notice of such default is given to the defaulting Co-Tenant, the Co-Tenancy or the non-defaulting Co-Tenants shall have the option of pursuing any and all rights and remedies available, including, without limitation, the following:

(i) If the default is monetary, any of the other Co-Tenants may advance a sum sufficient to pay the defaulted amount. The Co-Tenant or Co-Tenants making the advance shall be referred to herein as the "Lending Entity." Such advance shall commence to bear interest at the maximum rate allowed by law from the date of the advance, shall become immediately due and payable to the Lending Entity. Thereafter, all sums otherwise payable to the defaulting Co-Tenant shall be paid instead to the Lending Entity until the advance is fully repaid with interest. The defaulting Co-Tenant shall have the right to cure the default at any time by paying to the Lending Entity the full amount thereof, plus interest accruing at the maximum rate allowed by law from the date of the advance until payment in full, together with all expenses, costs, finance charges, attorneys' fees, collection expenses or other damages resulting from the default (such amounts shall be referred to herein as the "Cure Amount").

2.1.4 The defaulting Co-Tenant shall have no vote during the pendency of any default.

2.1.5 The defaulting Co-Tenant hereby appoints the nondefaulting Co-Tenants, or any of them, as attorney-in-fact to execute such documents as may be necessary or desirable in order to transfer the defaulting Co-Tenant's Co-Tenancy interest in the manner selected by the Co-Tenancy. If the Co-Tenancy interest is sold, the defaulting Co-Tenant shall have no right, title or interest in or to the Co-Tenancy, its assets or the income therefrom.

2.2 Withdrawal of Funds. No Co-Tenancy funds may be withdrawn at any time without the unanimous written consent of the Co-Tenants.

2.3 Books of Account. Complete and accurate accounts of all transactions of the Co-Tenancy shall be kept by an agent of the Co-Tenancy.

2.4 Inspection of Books. The books of account and other records of the Co-Tenancy shall, at all times, be kept at 5186 Carroll Canyon Road, San Diego, California, 92121. At all reasonable times, any of the Co-Tenants shall have access to, and may inspect and copy, any of the Co-Tenancy records or books.

3. RIGHTS AND DUTIES OF CO-TENANTS

3.1 Power to Incur Liabilities. Each Co-Tenant agrees to: (i) be responsible for one-quarter (1/4) of any Co-Tenancy liability; (ii) indemnify the other Co-Tenants (with respect to such liability) from any liability in excess of that other Co-Tenant's one-quarter (1/4) share; and (iii) secure such indemnification of the other Co-Tenants by collateral mutually satisfactory to all of the Co-Tenants.

Despite any legal requirement that all Co-Tenants are jointly and severally liable to Co-Tenancy creditors for Co-Tenancy obligations, the Co-Tenants hereby agree that, as between the Co-Tenants, each Co-Tenant's liability on any promissory note or obligation shall be limited to such Co-Tenant's one-quarter (1/4) share. Each Co-Tenant agrees to pay, if required by law, any such obligation to the extent of such one-quarter (1/4) share at the time such obligation matures. In the case of husband and wife, the liability is joint and several.

3.2 Reimbursement of Expenses. Should the Co-Tenancy incur any liability because of the act of any Co-Tenant not contemplated by this Agreement, such Co-Tenant shall reimburse the Co-Tenancy on demand for all costs, expenses, attorneys' fees and liabilities arising in connection therewith. The Co-Tenancy shall reimburse the Co-Tenants for expenses incurred on behalf of the Co-Tenancy in good faith in accordance with this Agreement.

4. TERMINATION OF CO-TENANCY RELATION

4.1 Duration of Co-Tenancy. The Co-Tenancy shall begin as of the date of this Agreement and shall continue until the first to occur of the following events:

4.1.1 The sale of all, or substantially all, of the Co-Tenancy assets; or

4.1.2 The mutual consent of all Co-Tenants.

4.2 Right of First Refusal on Sale or Transfer of Co-Tenancy Interest. Subject to the restrictions contained in this Section, any Co-Tenant may sell or transfer its interest in the Co-Tenancy or any portion thereof. Such Co-Tenant is referred to herein as the "Selling Co-Tenant." However, the Selling Co-Tenant shall first offer to sell its one-quarter interest to the remaining Co-Tenants in proportion to their then current interests in the Co-Tenancy upon the same terms and conditions which the Selling Co-Tenant is willing to accept from any person or persons not then a Co-Tenant. The Selling Co-Tenant shall put this offer in writing and give the other Co-Tenants a minimum of thirty (30) days from the date of making said offer in which to accept or reject said offer. The offer shall identify the prospective purchaser. If a Co-Tenant does not elect to purchase its one-quarter share of the interest offered for sale, the other Co-Tenants may purchase the share

not taken. The offer shall be deemed rejected in its entirety unless the acceptance of the various Co-Tenants applies to the entire interest offered for sale. If said offer is accepted in its entirety, the Co-Tenant or Co-Tenants accepting said offer shall have an additional sixty (60) days in which to raise the funds necessary to meet the terms of the offer. Any Co-Tenant may transfer all or any part of the Co-Tenant's Co-Tenancy interest without making such offer by gift, bequest or inheritance provided such gift is made to either a member of the Co-Tenant's family, to a trust for the benefit of one or more members of the Co-Tenant's family or to an organization which is exempt from tax under Section 501(c) of the Internal Revenue Code of 1986, or any successor section thereto. In any event, the Selling Co-Tenant may not sell its one-quarter interest for a purchase price that exceeds the purchase price paid by the Selling Co-Tenant for its one-quarter interest in the Co-Tenancy Property.

4.3 Transfer of a Co-Tenancy Interest. A Co-Tenant may not sell, transfer, assign or subject to a security interest such Co-Tenant's interest in the Co-Tenancy or any part thereof except as provided herein. Any assignment or other transfer contrary to this provision shall be void and of no effect.

Any sale, assignment or transfer shall be made by written instrument, accompanied by such assurance of the genuineness and effectiveness of each signature. Before any assignment or other transfer is made, the transferor and/or transferee shall reimburse the Co-Tenancy for all expenses it has incurred, including, but not limited to, attorneys' fees.

5. ARBITRATION

5.1 Dispute Between Co-Tenants. In the event of any dispute or disagreement between any of the Co-Tenants affecting the Co-Tenants' respective rights relating to this Agreement, or involving the interpretation or application of any of the terms, covenants or conditions of this Agreement, one Co-Tenant shall set forth that Co-Tenant's respective positions and disagreements in writing and give notice of the same to the other Co-Tenant. The Co-Tenants shall make a good faith effort to resolve the dispute or disagreement. If the dispute is not settled at the expiration of fifteen (15) days from the time such notice is received, then the entire matter shall be submitted to arbitration.

5.2 Voting Deadlock. In the event that there are only two Co-Tenants and a matter requiring a majority vote arises, if the Co-Tenants are unable to agree as to a decision regarding such matter, then, following the procedure set forth in the Section titled "Dispute Between Co-Tenants" above, the entire matter shall be submitted to arbitration.

5.3 Rules Governing Arbitration. The arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure (or any equivalent successor statute that is applicable), except to the extent that the Co-Tenants may agree upon other rules. The arbitrator shall be bound to the strict interpretation and observation of the terms of this Agreement.

5.4 Arbitrator's Decision Binding. The arbitrator's decision shall be binding and conclusive on the Co-Tenants. The submission of a dispute to the arbitrator and the rendering of the arbitrator's decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrator may be rendered by any Superior Court having jurisdiction; or such Court may vacate, modify, or correct the award in accordance with the prevailing sections of the California Arbitration Act.

5.5 Cost of Arbitration. The costs and attorney's fees attributed to such arbitration shall be borne by the losing Co-Tenant or in such proportions as the arbitrator shall determine.

6. GENERAL PROVISIONS

6.1 Employees. The fact that a Co-Tenant or a member of the Co-Tenant's family is employed by, or is directly or indirectly interested in or connected with any firm or corporation employed by the Co-Tenancy to render or perform a service, or from whom or which the Co-Tenancy may buy merchandise or other property, or from whom or which the Co-Tenancy may lease or purchase real property, shall not prohibit

the Co-Tenancy from executing a lease or purchase agreement with or employing any such person, firm or corporation or from otherwise dealing with the Co-Tenant or it in transactions entered into in good faith.

6.2 Notices. Any and all notices between the parties hereto, provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to a Co-Tenant, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Co-Tenant at 5186 Carroll Canyon Road, San Diego, California, 92121 or to such other place as may from time to time be specified in a notice, given pursuant to this Section, as the address for service of notice on such Co-Tenant.

6.3 Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.4 Litigation. In the event of litigation between the parties for the judicial interpretation, enforcement or rescission of this Agreement or of any other contract relating to the Co-Tenancy or relating in any manner to Co-Tenancy affairs or this Agreement, the prevailing party shall be entitled to a judgment against the other(s) for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" means the party determined by the Court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgement is rendered.

6.5 Document Execution. Each party hereto agrees to execute, with acknowledgement or affidavit if required, any and all documents and writings which may be necessary or expedient in the creation of this Co-Tenancy and the achievement of its purposes.

6.6 Representative Capacity. Anything herein to the contrary notwithstanding, during any period that any Co-Tenancy interest herein is subject to administration in an estate, guardianship or conservatorship, such interest shall be ignored in determining the consents or agreements required for the taking of any action by the Co-Tenancy, it being intended that the difficulty in obtaining consents or agreements from any person acting in such representative capacity shall not interfere with or impede the conduct of Co-Tenancy affairs.

6.7 Indemnity. If, as a result of a Co-Tenant's commission of an act not authorized by or in breach of this Agreement (such Co-Tenant is referred to herein as the "Breaching Co-Tenant"), any other Co-Tenant or the Co-Tenancy is made a party to any obligation or otherwise incurs any losses, damages or expenses, the Breaching Co-Tenant shall indemnify, hold harmless, defend and reimburse the Co-Tenancy or other Co-Tenant for any and all of such losses, damages and expenses incurred, including attorneys' fees. The interest of the Breaching Co-Tenant in this Co-Tenancy may be charged therefor.

6.8 Counterparts. This Agreement may be executed in any number of counterparts and, when so executed, all of such counterparts shall constitute a single instrument binding upon all parties hereto. Each Co-Tenant hereby authorizes the other Co-Tenants to remove the signature pages of this instrument from any counterpart copy and attach all such signature pages to a single instrument so that the signatures of all Co-Tenants will be physically attached to the same document.

6.9 Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Co-Tenants hereto.

6.10 Governing Law. This Agreement shall be construed and enforced according to the laws of the State of California.

6.11 Amendment. This Co-Tenancy Agreement may be amended upon the written consent of a majority of the Co-Tenants.

6.12 Binding on Heirs and Assigns. All provisions of this Agreement shall extend to and bind, or inure to the benefit not only of the Co-Tenants, but to each and every one of their heirs, executors,

representatives, successors, and assigns.

6.13 Captions. Captions in this Agreement are inserted for convenience or reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

6.14 Unenforceable Provisions. If any sentence or section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.15 Entire Agreement. This Agreement contains the entire agreement between the Co-Tenants relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

6.16 Exhibits. Any exhibits or addenda referred to herein and attached hereto are part hereof.

This Agreement has been executed at San Diego County, California, as of the day and year first above written.

NORTH SPRINGS PARTNERS
a California general partnership

By: 
Dina Moskowitz, Signatory Partner

RAWHIDE PARTNERS
a California general partnership

By: 
Steven R. Shuey, Signatory Partner

HIGHWAY 50 PARTNERS
a California general partnership

By: 
Timothy Underwood, Signatory Partner

ORANGEVISTA PARTNERS
a California general partnership

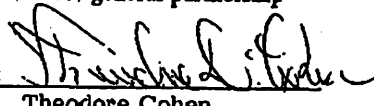
By: 
Theodore Cohen

EXHIBIT 2

*Apruce
Hightz*

COPY

CO-TENANCY AGREEMENT

*original in
Lahontan Escrow
Box*

TABLE OF CONTENTS

1.	NATURE OF CO-TENANCY	1
1.1	Description of Co-Tenancy Activities	1
1.2	Office	1
1.3	Co-Tenants' Right to Control the Co-Tenancy	1
2.	FINANCIAL	1
2.1	Contributions	1
2.2	Withdrawal of Funds	2
2.3	Books of Account	2
2.4	Inspection of Books	2
3.	RIGHTS AND DUTIES OF CO-TENANTS	3
3.1	Power to Incur Liabilities	3
3.2	Reimbursement of Expenses	3
4.	TERMINATION OF CO-TENANCY RELATION	3
4.1	Duration of Co-Tenancy	3
4.2	Right of First Refusal on Sale or Transfer of Co-Tenancy Interest	3
4.3	Transfer of a Co-Tenancy Interest	4
5.	ARBITRATION	4
5.1	Dispute Between Co-Tenants	4
5.2	Voting Deadlock	5
5.3	Rules Governing Arbitration	5
5.4	Arbitrator's Decision Binding	5
5.5	Cost of Arbitration	5
6.	GENERAL PROVISIONS	5
6.1	Employees	5
6.2	Notices	5
6.3	Gender and Number	6
6.4	Litigation	6
6.5	Document Execution	6
6.6	Representative Capacity	6
6.7	Indemnity	6
6.8	Counterparts	6
6.9	Construction	7
6.10	Governing Law	7
6.11	Amendment	7
6.12	Binding on Heirs and Assigns	7
6.13	Captions	7
6.14	Unenforceable Provisions	7
6.15	Entire Agreement	7
6.16	Exhibits	7

CO-TENANCY AGREEMENT

The undersigned parties have voluntarily entered into a Co-Tenancy Agreement pursuant to the terms and conditions set forth in this Agreement. This Co-Tenancy Agreement is effective as of 5/27/07, 19____.

1. NATURE OF CO-TENANCY

1.1 Description of Co-Tenancy Activities. The Co-Tenancy is formed for the primary purpose of acquiring, developing, maintaining and/or holding real property (referred to herein as the "Property") for investment purposes. The Property is described in Exhibit "A" attached hereto.

1.2 Office. The principal office of the Co-Tenancy shall be 5186 Carroll Canyon Road, San Diego, California, 92121 and/or at such other place or places as may from time to time be designated by the Co-Tenancy.

1.3 Co-Tenants' Right to Control the Co-Tenancy. Except as otherwise specifically set forth in this Agreement, each Co-Tenant shall participate in the control, management, and direction of the activities of the Co-Tenancy. In exercising this control, management, and direction, each Co-Tenant's vote shall be equal. All Co-Tenancy consents and decisions shall be made upon the unanimous consent of the Co-Tenants.

2. FINANCIAL

2.1 Contributions.

2.1.1 Each Co-Tenant shall contribute to the Co-Tenancy one-quarter (1/4) of such amounts as are necessary to enable the Co-Tenancy to make all payments required in connection with the ownership of the Co-Tenancy property and/or the conduct of the Co-Tenancy activities (at times referred to herein as the "required amounts"), including, without limitation, taxes, interest, principal payments on any note secured by an encumbrance on such property, insurance premiums, payments which are necessary for the preservation and maintenance of Co-Tenancy property, leasehold improvement expenses and all amounts which are necessary to enable the Co-Tenancy to pay salaries or any legal, accounting, engineering or other fees.

2.1.2 At least 15 days preceding the due date of any required payments under Subsection 1 of this Section, each Co-Tenant shall be notified, in writing, of the amount of the payments due, the due date and such Co-Tenant's share thereof. Each Co-Tenant shall remit to the Co-Tenancy such Co-Tenant's share of such payment. The failure of any Co-Tenant to contribute, in the manner and on or before the due date herein specified, an amount equal to such Co-Tenant's share of the required amounts shall be deemed a "default."

2.1.3 Upon the occurrence of any default, if such default is not cured within two weeks after written notice of such default is given to the defaulting Co-Tenant, the Co-Tenancy or the non-defaulting Co-Tenants shall have the option of pursuing any and all rights and remedies available, including, without limitation, the following:

(i) If the default is monetary, any of the other Co-Tenants may advance a sum sufficient to pay the defaulted amount. The Co-Tenant or Co-Tenants making the advance shall be referred to herein as the "Lending Entity." Such advance shall commence to bear interest at the maximum rate allowed by law from the date of the advance, shall become immediately due and payable to the Lending Entity. Thereafter, all sums otherwise payable to the defaulting Co-Tenant shall be paid instead to the Lending Entity until the advance is fully repaid with interest. The defaulting Co-Tenant shall have the right to cure the default at any time by paying to the Lending Entity the full amount thereof, plus interest accruing at the maximum rate allowed by law from the date of the advance until payment in full, together with all expenses, costs, finance charges, attorneys' fees, collection expenses or other damages resulting from the default (such amounts shall be referred to herein as the "Cure Amount").

2.1.4 The defaulting Co-Tenant shall have no vote during the pendency of any default.

2.1.5 The defaulting Co-Tenant hereby appoints the nondefaulting Co-Tenants, or any of them, as attorney-in-fact to execute such documents as may be necessary or desirable in order to transfer the defaulting Co-Tenant's Co-Tenancy interest in the manner selected by the Co-Tenancy. If the Co-Tenancy interest is sold, the defaulting Co-Tenant shall have no right, title or interest in or to the Co-Tenancy, its assets or the income therefrom.

2.2 Withdrawal of Funds. No Co-Tenancy funds may be withdrawn at any time without the unanimous written consent of the Co-Tenants.

2.3 Books of Account. Complete and accurate accounts of all transactions of the Co-Tenancy shall be kept by an agent of the Co-Tenancy.

2.4 Inspection of Books. The books of account and other records of the Co-Tenancy shall, at all times, be kept at 5186 Carroll Canyon Road, San Diego, California, 92121. At all reasonable times, any of the Co-Tenants shall have access to, and may inspect and copy, any of the Co-Tenancy records or books.

3. RIGHTS AND DUTIES OF CO-TENANTS

3.1 Power to Incur Liabilities. Each Co-Tenant agrees to: (i) be responsible for one-quarter (1/4) of any Co-Tenancy liability; (ii) indemnify the other Co-Tenants (with respect to such liability) from any liability in excess of that other Co-Tenant's one-quarter (1/4) share; and (iii) secure such indemnification of the other Co-Tenants by collateral mutually satisfactory to all of the Co-Tenants.

Despite any legal requirement that all Co-Tenants are jointly and severally liable to Co-Tenancy creditors for Co-Tenancy obligations, the Co-Tenants hereby agree that, as between the Co-Tenants, each Co-Tenant's liability on any promissory note or obligation shall be limited to such Co-Tenant's one-quarter (1/4) share. Each Co-Tenant agrees to pay, if required by law, any such obligation to the extent of such one-quarter (1/4) share at the time such obligation matures. In the case of husband and wife, the liability is joint and several.

3.2 Reimbursement of Expenses. Should the Co-Tenancy incur any liability because of the act of any Co-Tenant not contemplated by this Agreement, such Co-Tenant shall reimburse the Co-Tenancy on demand for all costs, expenses, attorneys' fees and liabilities arising in connection therewith. The Co-Tenancy shall reimburse the Co-Tenants for expenses incurred on behalf of the Co-Tenancy in good faith in accordance with this Agreement.

4. TERMINATION OF CO-TENANCY RELATION

4.1 Duration of Co-Tenancy. The Co-Tenancy shall begin as of the date of this Agreement and shall continue until the first to occur of the following events:

4.1.1 The sale of all, or substantially all, of the Co-Tenancy assets; or

4.1.2 The mutual consent of all Co-Tenants.

4.2 Right of First Refusal on Sale or Transfer of Co-Tenancy Interest. Subject to the restrictions contained in this Section, any Co-Tenant may sell or transfer its interest in the Co-Tenancy or any portion thereof. Such Co-Tenant is referred to herein as the "Selling Co-Tenant." However, the Selling Co-Tenant shall first offer to sell its one-quarter interest to the remaining Co-Tenants in proportion to their then current interests in the Co-Tenancy upon the same terms and conditions which the Selling Co-Tenant is willing to accept from any person or persons not then a Co-Tenant. The Selling Co-Tenant shall put this offer in writing and give the other Co-Tenants a minimum of thirty (30) days from the date of making said offer in which to accept or reject said offer. The offer shall identify the prospective purchaser. If a Co-Tenant does not elect to purchase its one-quarter share of the interest offered for sale, the other Co-Tenants may purchase the share

not taken. The offer shall be deemed rejected in its entirety unless the acceptance of the various Co-Tenants applies to the entire interest offered for sale. If said offer is accepted in its entirety, the Co-Tenant or Co-Tenants accepting said offer shall have an additional sixty (60) days in which to raise the funds necessary to meet the terms of the offer. Any Co-Tenant may transfer all or any part of the Co-Tenant's Co-Tenancy interest without making such offer by gift, bequest or inheritance provided such gift is made to either a member of the Co-Tenant's family, to a trust for the benefit of one or more members of the Co-Tenant's family or to an organization which is exempt from tax under Section 501(c) of the Internal Revenue Code of 1986, or any successor section thereto. In any event, the Selling Co-Tenant may not sell its one-quarter interest for a purchase price that exceeds the purchase price paid by the Selling Co-Tenant for its one-quarter interest in the Co-Tenancy Property.

4.3 Transfer of a Co-Tenancy Interest. A Co-Tenant may not sell, transfer, assign or subject to a security interest such Co-Tenant's interest in the Co-Tenancy or any part thereof except as provided herein. Any assignment or other transfer contrary to this provision shall be void and of no effect.

Any sale, assignment or transfer shall be made by written instrument, accompanied by such assurance of the genuineness and effectiveness of each signature. Before any assignment or other transfer is made, the transferor and/or transferee shall reimburse the Co-Tenancy for all expenses it has incurred, including, but not limited to, attorneys' fees.

5. ARBITRATION

5.1 Dispute Between Co-Tenants. In the event of any dispute or disagreement between any of the Co-Tenants affecting the Co-Tenants' respective rights relating to this Agreement, or involving the interpretation or application of any of the terms, covenants or conditions of this Agreement, one Co-Tenant shall set forth that Co-Tenant's respective positions and disagreements in writing and give notice of the same to the other Co-Tenant. The Co-Tenants shall make a good faith effort to resolve the dispute or disagreement. If the dispute is not settled at the expiration of fifteen (15) days from the time such notice is received, then the entire matter shall be submitted to arbitration.

5.2 Voting Deadlock. In the event that there are only two Co-Tenants and a matter requiring a majority vote arises, if the Co-Tenants are unable to agree as to a decision regarding such matter, then, following the procedure set forth in the Section titled "Dispute Between Co-Tenants" above, the entire matter shall be submitted to arbitration.

5.3 Rules Governing Arbitration. The arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure (or any equivalent successor statute that is applicable), except to the extent that the Co-Tenants may agree upon other rules. The arbitrator shall be bound to the strict interpretation and observation of the terms of this Agreement.

5.4 Arbitrator's Decision Binding. The arbitrator's decision shall be binding and conclusive on the Co-Tenants. The submission of a dispute to the arbitrator and the rendering of the arbitrator's decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrator may be rendered by any Superior Court having jurisdiction; or such Court may vacate, modify, or correct the award in accordance with the prevailing sections of the California Arbitration Act.

5.5 Cost of Arbitration. The costs and attorney's fees attributed to such arbitration shall be borne by the losing Co-Tenant or in such proportions as the arbitrator shall determine.

6. GENERAL PROVISIONS

6.1 Employees. The fact that a Co-Tenant or a member of the Co-Tenant's family is employed by, or is directly or indirectly interested in or connected with any firm or corporation employed by the Co-Tenancy to render or perform a service, or from whom or which the Co-Tenancy may buy merchandise or other property, or from whom or which the Co-Tenancy may lease or purchase real property, shall not prohibit

the Co-Tenancy from executing a lease or purchase agreement with or employing any such person, firm or corporation or from otherwise dealing with the Co-Tenant or it in transactions entered into in good faith.

6.2 Notices. Any and all notices between the parties hereto, provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to a Co-Tenant, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Co-Tenant at 5186 Carroll Canyon Road, San Diego, California, 92121 or to such other place as may from time to time be specified in a notice, given pursuant to this Section, as the address for service of notice on such Co-Tenant.

6.3 Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.4 Litigation. In the event of litigation between the parties for the judicial interpretation, enforcement or rescission of this Agreement or of any other contract relating to the Co-Tenancy or relating in any manner to Co-Tenancy affairs or this Agreement, the prevailing party shall be entitled to a judgment against the other(s) for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" means the party determined by the Court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgement is rendered.

6.5 Document Execution. Each party hereto agrees to execute, with acknowledgement or affidavit if required, any and all documents and writings which may be necessary or expedient in the creation of this Co-Tenancy and the achievement of its purposes.

6.6 Representative Capacity. Anything herein to the contrary notwithstanding, during any period that any Co-Tenancy interest herein is subject to administration in an estate, guardianship or conservatorship, such interest shall be ignored in determining the consents or agreements required for the taking of any action by the Co-Tenancy, it being intended that the difficulty in obtaining consents or agreements from any person acting in such representative capacity shall not interfere with or impede the conduct of Co-Tenancy affairs.

6.7 Indemnity. If, as a result of a Co-Tenant's commission of an act not authorized by or in breach of this Agreement (such Co-Tenant is referred to herein as the "Breaching Co-Tenant"), any other Co-Tenant or the Co-Tenancy is made a party to any obligation or otherwise incurs any losses, damages or expenses, the Breaching Co-Tenant shall indemnify, hold harmless, defend and reimburse the Co-Tenancy or other Co-Tenant for any and all of such losses, damages and expenses incurred, including attorneys' fees. The interest of the Breaching Co-Tenant in this Co-Tenancy may be charged therefor.

6.8 Counterparts. This Agreement may be executed in any number of counterparts and, when so executed, all of such counterparts shall constitute a single instrument binding upon all parties hereto. Each Co-Tenant hereby authorizes the other Co-Tenants to remove the signature pages of this instrument from any counterpart copy and attach all such signature pages to a single instrument so that the signatures of all Co-Tenants will be physically attached to the same document.

6.9 Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Co-Tenants hereto.

6.10 Governing Law. This Agreement shall be construed and enforced according to the laws of the State of California.

6.11 Amendment. This Co-Tenancy Agreement may be amended upon the written consent of a majority of the Co-Tenants.

6.12 Binding on Heirs and Assigns. All provisions of this Agreement shall extend to and bind, or inure to the benefit not only of the Co-Tenants, but to each and every one of their heirs, executors,

representatives, successors, and assigns.

6.13 Captions. Captions in this Agreement are inserted for convenience or reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

6.14 Unenforceable Provisions. If any sentence or section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.15 Entire Agreement. This Agreement contains the entire agreement between the Co-Tenants relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

6.16 Exhibits. Any exhibits or addenda referred to herein and attached hereto are part hereof.

This Agreement has been executed at San Diego County, California, as of the day and year first above written.

Rail Road Partners

a California general partnership

By: Douglas Merritt
Douglas Merritt, Signatory Partner

Vista Del Sur Partners

a California general partnership

By: Haydee Pina
Haydee Pina, Signatory Partner

Spruce Heights Partners

a California general partnership

By: Diane McMahon
Diane McMahon

Lahanton Partners

a California general partnership

By: Denis L. Baldwin
Denis L. Baldwin, Signatory Partner

EXHIBIT 3

*original Cotenancy
is in escrow 177*

COTENANCY AGREEMENT

The undersigned parties have voluntarily entered into a Cotenancy Agreement pursuant to the terms and conditions set forth in this Agreement. This Cotenancy Agreement is effective as of June 30, 2010

1. NATURE OF COTENANCY

1.1. Description of Cotenancy Activities. The Cotenancy is formed for the primary purpose of acquiring, developing, maintaining and/or holding real property (referred to herein as the "Property") for investment purposes. The Property is described in Exhibit "A" attached hereto.

1.2. Office. The principal office of the Cotenancy shall be 5186 Carol Canyon Road, #100, San Diego, California, 92121 and/or at such other place or places as may from time to time be designated by the Cotenancy.

1.3. Cotenants' Right to Control the Cotenancy. Except as otherwise specifically set forth in this Agreement, each Cotenant shall participate in the control, management, and direction of the activities of the Cotenancy. In exercising this control, management, and direction, each Cotenant's vote shall be equal. All Cotenancy consents and decisions shall be made upon the unanimous consent of the Cotenants.

2. FINANCIAL

2.1. Contributions.

2.1.1 Each Cotenant shall contribute to the Cotenancy one-half (1/2) of such amounts as are necessary to enable the Cotenancy to make all payments required in connection with the ownership of the Cotenancy property and/or the conduct of the Cotenancy activities (at times referred to herein as the "required amounts"), including, without limitation, taxes, interest, principal payments on any note secured by an encumbrance on such property, insurance premiums, payments which are necessary for the preservation and maintenance of Cotenancy property, leasehold improvement expenses and all amounts which are necessary to enable the Cotenancy to pay salaries or a any legal, accounting, engineering or other fees.

2.1.2 At least fifteen (15) days preceding the due date of any required payments under Subsection 1 of this Section, each Cotenant shall be notified, in writing, of the amount of the payments due, the due date and such Cotenant's share thereof. Each Cotenant shall remit to the Cotenancy such Cotenant's share of such payment. The failure of any Cotenant to contribute, in the manner and on or before the due date herein specified, an amount equal to such Cotenant's share of the required amounts shall be deemed a "default."

2.1.3 Upon the occurrence of any default, if such default is not cured within two (2) weeks after written notice of such default is given to the defaulting Cotenant, the Cotenancy or the non-defaulting Cotenants shall have the option of pursuing any and all rights and remedies available, including, without limitation, the following:

(i) If the default is monetary, any of the other Cotenants may advance a sum sufficient to pay the defaulted amount. The Cotenant or Cotenants making the advance shall be referred to herein as the "Lending Entity."

(ii) Such advance shall commence to bear interest at the maximum rate allowed by law from the date of the advance, shall become immediately due and payable to the Lending Entity. Thereafter, all sums otherwise payable to the defaulting Cotenant shall be paid instead to the Lending Entity until the advance is

fully repaid with interest.

(iii) The defaulting Cotenant shall have the right to cure the default at any time by paying to the Lending Entity the full amount thereof, plus interest accruing at the maximum rate allowed by law from the date of the advance until payment in full, together with all expenses, costs, finance charges, attorneys' fees, collection expenses or other damages resulting from the default (such amounts shall be referred to herein as the "Cure Amount").

2.1.2. The defaulting Cotenant shall have no vote during the pendency of any default.

2.1.3. The defaulting Cotenant hereby appoints the nondefaulting Cotenants, or any of them, as attorney-in-fact to execute such documents as may be necessary or desirable in order to transfer the defaulting Cotenant's Cotenancy interest in the manner selected by the Cotenancy. If the Cotenancy interest is sold, the defaulting Cotenant shall have no right, title or interest in or to the Cotenancy, its assets or the income therefrom.

2.2. Withdrawal of Funds. No Cotenancy funds may be withdrawn at any time without the unanimous written consent of the Cotenants.

2.3. Books of Account. Complete and accurate accounts of all transactions of the Cotenancy shall be kept by an agent of the Cotenancy.

2.4. Inspection of Books. The books of account and other records of the Cotenancy shall, at all times, be kept at 5186 Carol Canyon Road, #100, San Diego, California, 92121. At all reasonable times, any of the Cotenants shall have access to, and may inspect and copy, any of the Cotenancy records or books.

3. RIGHTS AND DUTIES OF COTENANTS

3.1. Power to Incur Liabilities. Each Cotenant agrees to: (i) be responsible for one-half (½) of any Cotenancy liability; (ii) indemnify the other Cotenants (with respect to such liability) from any liability in excess of that other Cotenant's one-half (½) share; and (iii) secure such indemnification of the other Cotenants by collateral mutually satisfactory to all of the Cotenants.

3.2. Despite any legal requirement that all Cotenants are jointly and severally liable to Cotenancy creditors for Cotenancy obligations, the Cotenants hereby agree that, as between the Cotenants, each cotenant's liability on any promissory note or obligation shall be limited to such Cotenant's one-half (½) share. Each Cotenant agrees to pay, if required by law, any such obligation to the extent of such one-half (½) share at the time such obligation matures. In the case of husband and wife, the liability is joint and several.

3.3. Reimbursement of Expenses. Should the Cotenancy incur any liability because of the act of any Cotenant not contemplated by this Agreement, such Cotenant shall reimburse the Cotenancy on demand for all costs, expenses, attorneys' fees and liabilities arising in connection therewith. The Cotenancy shall reimburse the Cotenants for expenses incurred on behalf (½) of the Cotenancy in good faith in accordance with this Agreement.

4. TERMINATION OF COTENANCY RELATIONSHIP

4.1. Duration of Cotenancy. The Cotenancy shall begin as of the date of this Agreement and shall continue until the first to occur of the following events:

4.1.1. The sale of all, or substantially all, of the Cotenancy assets; or

4.1.2. The mutual consent of all Cotenants.

4.1.3. Right of First Refusal on Sale or Transfer of Cotenancy Interest. Subject to the restrictions contained in this Section, any Cotenant may sell or transfer its interest in the Cotenancy or any portion thereof. Such Cotenant is referred to herein as the "Selling Cotenant." However, the Selling Cotenant shall first offer to sell its one-half (½) interest to the remaining Cotenants in proportion to their then current interests in the Cotenancy upon the same terms and conditions which the Selling Cotenant is willing to accept from any person or persons not then a Cotenant. The Selling Cotenant shall put this offer in writing and give the other Cotenants a minimum of thirty (30) days from the date of making said offer in which to accept or reject said offer. The offer shall identify the prospective purchaser. If a Cotenant does not elect to purchase its one-half (½) share of the interest offered for sale, the other Cotenants may purchase the share not taken. The offer shall be deemed rejected in its entirety unless the acceptance of the various Cotenants applies to the entire interest offered for sale. If said offer is accepted in its entirety, the Cotenant or Cotenants accepting said offer shall have an additional sixty (60) days in which to raise the funds necessary to meet the terms of the offer. Any Cotenant may transfer all or any part of the Cotenant's Cotenancy interest without making such offer by gift, bequest or inheritance provided such gift is made to either a member of the Cotenant's family, to a trust for the benefit of one or more members of the Cotenant's family or to an organization which is exempt from tax under Section 501(c) of the Internal Revenue Code of 1986, or any successor section thereto. In any event, the Selling Cotenant may not sell its one-half (½) interest for a purchase price that exceeds the purchase price paid by the Selling Cotenant for its one-half (½) interest in the Cotenancy Property.

4.2. Transfer of a Cotenancy Interest. A Cotenant may not sell, transfer, assign or subject to a security interest such Cotenant's interest in the Cotenancy or any part thereof except as provided herein. Any assignment or other transfer contrary to this provision shall be void and of no effect.

4.3. Written Instrument. Any sale, assignment or transfer shall be made by written instrument, accompanied by such assurance of the genuineness and effectiveness of each signature. Before any assignment or other transfer is made, the transferor and/or transferee shall reimburse the Cotenancy for all expenses it has incurred, including, but not limited to, attorneys' fees.

5. **ARBITRATION**

5.1. Dispute Between Cotenants. In the event of any dispute or disagreement between any of the Cotenants affecting the Cotenants' respective rights relating to this Agreement, or involving the interpretation or application of any of the terms, covenants or conditions of this Agreement, one Cotenant shall set forth that Cotenant's respective positions and disagreements in writing and give notice of the same to the other Cotenant. The Cotenants shall make a good faith effort to resolve the dispute or disagreement. If the dispute is not settled at the expiration of fifteen (15) days from the time such notice is received, then the entire matter shall be submitted to arbitration.

5.2. Voting Deadlock. In the event that there are only two Cotenants and a matter requiring a majority vote arises, if the Cotenants are unable to agree as to a decision regarding such matter, then, following the procedure set forth in the Section titled "Dispute Between Cotenants" above, the entire matter shall be submitted to arbitration.

5.3. Rules Governing Arbitration. The arbitrator shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure (or any equivalent successor statute that is applicable), except to the extent that the Cotenants may agree upon other rules. The arbitrator shall be bound to the strict interpretation and observation of the terms of this Agreement.

5.4. Arbitrator's Decision Binding. The arbitrator's decision shall be binding and conclusive on the Cotenants. The submission of a dispute to the arbitrator and the rendering of the arbitrator's decision shall be a

condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrator may be rendered by any Superior Court having jurisdiction; or such Court may vacate, modify, or correct the award in accordance with the prevailing sections of the California Arbitration Act.

5.5. Cost of Arbitration. The costs and attorney's fees attributed to such arbitration shall be borne by the losing Cotenant or in such proportions as the arbitrator shall determine.

6. GENERAL PROVISIONS

6.1. Employees. The fact that a Cotenant or a member of the Cotenant's family is employed by, or is directly or indirectly interested in or connected with any firm or corporation employed by the Cotenancy to render or perform a service, or from whom or which the Cotenancy may buy merchandise or other property, or from whom or which the Cotenancy may lease or purchase real property, shall not prohibit the Cotenancy from executing a lease or purchase agreement with or employing any such person, firm or corporation or from otherwise dealing with the Cotenant or it in transactions entered into in good faith.

6.2. Notices. Any and all notices between the parties hereto, provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to a Cotenant, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Cotenant at 5186 Carroll Canyon Road, #100, San Diego, California, 92121, or to such other place as may from time to time be specified in a notice, given pursuant to this Section, as the address for service of notice on such Cotenant.

6.3. Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.4. Litigation. In the event of litigation between the parties for the judicial interpretation, enforcement or rescission of this Agreement or of any other contract relating to the Cotenancy or relating in any manner to Cotenancy affairs or this Agreement, the prevailing party shall be entitled to a judgment against the other(s) for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" means the party determined by the Court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgement is rendered.

6.5. Document Execution. Each party hereto agrees to execute, with acknowledgment or affidavit if required, any and all documents and writings which may be necessary or expedient in the creation of this Cotenancy and the achievement of its purposes.

6.6. Representative Capacity. Anything herein to the contrary notwithstanding, during any period that any Cotenancy interest herein is subject to administration in an estate, guardianship or conservatorship, such interest shall be ignored in determining the consents or agreements required for the taking of any action by the Cotenancy, it being intended that the difficulty in obtaining consents or agreements from any person acting in such representative capacity shall not interfere with or impede the conduct of Cotenancy affairs.

6.7. Indemnity. If, as a result of a Cotenant's commission of an act not authorized by or in breach of this Agreement (such Cotenant is referred to herein as the "Breaching Cotenant"), any other Cotenant or the Cotenancy is made a party to any obligation or otherwise incurs any losses, damages or expenses, the Breaching Cotenant shall indemnify, hold harmless, defend and reimburse the Cotenancy or other Cotenant for any and all of such losses, damages and expenses incurred, including attorneys' fees. The interest of the Breaching Cotenant in this Cotenancy may be charged therefor.

6.8. Counterparts. This Agreement may be executed in any number of counterparts and, when so

executed, all of such counterparts shall constitute a single instrument binding upon all parties hereto. Each Cotenant hereby authorizes the other Cotenants to remove the signature pages of this instrument from any counterpart copy and attach all such signature pages to a single instrument so that the signatures of all Cotenants will be physically attached to the same document.

6.9. Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Cotenants hereto.

6.10. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of California.

6.11. Amendment. This Cotenancy Agreement may be amended upon the written consent of a majority of the Cotenants.

6.12. Binding on Heirs and Assigns. All provisions of this Agreement shall extend to and bind, or inure to the benefit not only of the Cotenants, but to each and every one of their heirs, executors, representatives, successors, and assigns.

6.13. Captions. Captions in this Agreement are used for convenience or reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

6.14. Unenforceable Provisions. If any sentence or section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.15. Entire Agreement. This Agreement contains the entire agreement between the Cotenants relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

6.16. Exhibits. Any exhibits or addenda referred to herein and attached hereto are part hereof.

This Agreement has been executed at San Diego County, California, as of the day and year first above.

Pyramid Highway 177 Partners
a California general partnership

By: Elaine A. Macy
Elaine A. Macy its Signatory Partner

Frontage 177 Partners
a California general partnership

By: Richard Wodiske
Richard Wodiske its Signatory Partner

EXHIBIT 4

Eagle View Partners, LLC
Falcon Heights Partners, LLC
Night Hawk Partners, LLC
Osprey Pescador, LLC

CO-TENANCY AGREEMENT

TABLE OF CONTENTS

1.	NATURE OF CO-TENANCY	1
1.1	Description of Co-Tenancy Activities	1
1.2	Office	1
1.3	Co-Tenants' Right to Control the Co-Tenancy	1
2.	FINANCIAL	1
2.1	Contributions	1
2.2	Withdrawal of Funds	2
2.3	Books of Account	2
2.4	Inspection of Books	2
3.	RIGHTS AND DUTIES OF CO-TENANTS	3
3.1	Power to Incur Liabilities	3
3.2	Reimbursement of Expenses	3
4.	TERMINATION OF CO-TENANCY RELATION	3
4.1	Duration of Co-Tenancy	3
4.2	Right of First Refusal on Sale or Transfer of Co-Tenancy Interest	3
4.3	Transfer of a Co-Tenancy Interest	4
5.	ARBITRATION	4
5.1	Dispute Between Co-Tenants	4
5.2	Voting Deadlock	5
5.3	Rules Governing Arbitration	5
5.4	Arbitrator's Decision Binding	5
5.5	Cost of Arbitration	5
6.	GENERAL PROVISIONS	5
6.1	Employees	5
6.2	Notices	5
6.3	Gender and Number	6
6.4	Litigation	6
6.5	Document Execution	6
6.6	Representative Capacity	6
6.7	Indemnity	6
6.8	Counterparts	6
6.9	Construction	7
6.10	Governing Law	7
6.11	Amendment	7
6.12	Binding on Heirs and Assigns	7
6.13	Captions	7
6.14	Unenforceable Provisions	7
6.15	Entire Agreement	7
6.16	Exhibits	7

CO-TENANCY AGREEMENT

The undersigned parties have voluntarily entered into a Co-Tenancy Agreement pursuant to the terms and conditions set forth in this Agreement. This Co-Tenancy Agreement is effective as of 11-17-2010.

1. NATURE OF CO-TENANCY

1.1 Description of Co-Tenancy Activities. The Co-Tenancy is formed for the primary purpose of acquiring, developing, maintaining and/or holding real property (referred to herein as the "Property") for investment purposes. The Property is described in Exhibit "A" attached hereto.

1.2 Office. The principal office of the Co-Tenancy shall be 5186 Carroll Canyon Road, San Diego, California, 92121 and/or at such other place or places as may from time to time be designated by the Co-Tenancy.

1.3 Co-Tenants' Right to Control the Co-Tenancy. Except as otherwise specifically set forth in this Agreement, each Co-Tenant shall participate in the control, management, and direction of the activities of the Co-Tenancy. In exercising this control, management, and direction, each Co-Tenant's vote shall be equal. All Co-Tenancy consents and decisions shall be made upon the unanimous consent of the Co-Tenants.

2. FINANCIAL

2.1 Contributions.

2.1.1 Each Co-Tenant shall contribute to the Co-Tenancy one-quarter (1/4) of such amounts as are necessary to enable the Co-Tenancy to make all payments required in connection with the ownership of the Co-Tenancy property and/or the conduct of the Co-Tenancy activities (at times referred to herein as the "required amounts"), including, without limitation, taxes, interest, principal payments on any note secured by an encumbrance on such property, insurance premiums, payments which are necessary for the preservation and maintenance of Co-Tenancy property, leasehold improvement expenses and all amounts which are necessary to enable the Co-Tenancy to pay salaries or any legal, accounting, engineering or other fees.

2.1.2 At least 15 days preceding the due date of any required payments under Subsection 1 of this Section, each Co-Tenant shall be notified, in writing, of the amount of the payments due, the due date and such Co-Tenant's share thereof. Each Co-Tenant shall remit to the Co-Tenancy such Co-Tenant's share of such payment. The failure of any Co-Tenant to contribute, in the manner and on or before the due date herein specified, an amount equal to such Co-Tenant's share of the required amounts shall be deemed a "default."

2.1.3 Upon the occurrence of any default, if such default is not cured within two weeks after written notice of such default is given to the defaulting Co-Tenant, the Co-Tenancy or the non-defaulting Co-Tenants shall have the option of pursuing any and all rights and remedies available, including, without limitation, the following:

(i) If the default is monetary, any of the other Co-Tenants may advance a sum sufficient to pay the defaulted amount. The Co-Tenant or Co-Tenants making the advance shall be referred to herein as the "Lending Entity." Such advance shall commence to bear interest at the maximum rate allowed by law from the date of the advance, shall become immediately due and payable to the Lending Entity. Thereafter, all sums otherwise payable to the defaulting Co-Tenant shall be paid instead to the Lending Entity until the advance is fully repaid with interest. The defaulting Co-Tenant shall have the right to cure the default at any time by paying to the Lending Entity the full amount thereof, plus interest accruing at the maximum rate allowed by law from the date of the advance until payment in full, together with all expenses, costs, finance charges, attorneys' fees, collection expenses or other damages resulting from the default (such amounts shall be referred to herein as the "Cure Amount").

2.1.4 The defaulting Co-Tenant shall have no vote during the pendency of any default.

2.1.5 The defaulting Co-Tenant hereby appoints the nondefaulting Co-Tenants, or any of them, as attorney-in-fact to execute such documents as may be necessary or desirable in order to transfer the defaulting Co-Tenant's Co-Tenancy interest in the manner selected by the Co-Tenancy. If the Co-Tenancy interest is sold, the defaulting Co-Tenant shall have no right, title or interest in or to the Co-Tenancy, its assets or the income therefrom.

2.2 Withdrawal of Funds. No Co-Tenancy funds may be withdrawn at any time without the unanimous written consent of the Co-Tenants.

2.3 Books of Account. Complete and accurate accounts of all transactions of the Co-Tenancy shall be kept by an agent of the Co-Tenancy.

2.4 Inspection of Books. The books of account and other records of the Co-Tenancy shall, at all times, be kept at 5186 Carroll Canyon Road, San Diego, California, 92121. At all reasonable times, any of the Co-Tenants shall have access to, and may inspect and copy, any of the Co-Tenancy records or books.

3. RIGHTS AND DUTIES OF CO-TENANTS

3.1 Power to Incur Liabilities. Each Co-Tenant agrees to: (i) be responsible for one-quarter (1/4) of any Co-Tenancy liability; (ii) indemnify the other Co-Tenants (with respect to such liability) from any liability in excess of that other Co-Tenant's one-quarter (1/4) share; and (iii) secure such indemnification of the other Co-Tenants by collateral mutually satisfactory to all of the Co-Tenants.

Despite any legal requirement that all Co-Tenants are jointly and severally liable to Co-Tenancy creditors for Co-Tenancy obligations, the Co-Tenants hereby agree that, as between the Co-Tenants, each Co-Tenant's liability on any promissory note or obligation shall be limited to such Co-Tenant's one-quarter (1/4) share. Each Co-Tenant agrees to pay, if required by law, any such obligation to the extent of such one-quarter (1/4) share at the time such obligation matures. In the case of husband and wife, the liability is joint and several.

3.2 Reimbursement of Expenses. Should the Co-Tenancy incur any liability because of the act of any Co-Tenant not contemplated by this Agreement, such Co-Tenant shall reimburse the Co-Tenancy on demand for all costs, expenses, attorneys' fees and liabilities arising in connection therewith. The Co-Tenancy shall reimburse the Co-Tenants for expenses incurred on behalf of the Co-Tenancy in good faith in accordance with this Agreement.

4. TERMINATION OF CO-TENANCY RELATION

4.1 Duration of Co-Tenancy. The Co-Tenancy shall begin as of the date of this Agreement and shall continue until the first to occur of the following events:

4.1.1 The sale of all, or substantially all, of the Co-Tenancy assets; or

4.1.2 The mutual consent of all Co-Tenants.

4.2 Right of First Refusal on Sale or Transfer of Co-Tenancy Interest. Subject to the restrictions contained in this Section, any Co-Tenant may sell or transfer its interest in the Co-Tenancy or any portion thereof. Such Co-Tenant is referred to herein as the "Selling Co-Tenant." However, the Selling Co-Tenant shall first offer to sell its one-quarter interest to the remaining Co-Tenants in proportion to their then current interests in the Co-Tenancy upon the same terms and conditions which the Selling Co-Tenant is willing to accept from any person or persons not then a Co-Tenant. The Selling Co-Tenant shall put this offer in writing and give the other Co-Tenants a minimum of thirty (30) days from the date of making said offer in which to accept or reject said offer. The offer shall identify the prospective purchaser. If a Co-Tenant does not elect to purchase its one-quarter share of the interest offered for sale, the other Co-Tenants may purchase the share

not taken. The offer shall be deemed rejected in its entirety unless the acceptance of the various Co-Tenants applies to the entire interest offered for sale. If said offer is accepted in its entirety, the Co-Tenant or Co-Tenants accepting said offer shall have an additional sixty (60) days in which to raise the funds necessary to meet the terms of the offer. Any Co-Tenant may transfer all or any part of the Co-Tenant's Co-Tenancy interest without making such offer by gift, bequest or inheritance provided such gift is made to either a member of the Co-Tenant's family, to a trust for the benefit of one or more members of the Co-Tenant's family or to an organization which is exempt from tax under Section 501(c) of the Internal Revenue Code of 1986, or any successor section thereto. In any event, the Selling Co-Tenant may not sell its one-quarter interest for a purchase price that exceeds the purchase price paid by the Selling Co-Tenant for its one-quarter interest in the Co-Tenancy Property.

4.3 Transfer of a Co-Tenancy Interest. A Co-Tenant may not sell, transfer, assign or subject to a security interest such Co-Tenant's interest in the Co-Tenancy or any part thereof except as provided herein. Any assignment or other transfer contrary to this provision shall be void and of no effect.

Any sale, assignment or transfer shall be made by written instrument, accompanied by such assurance of the genuineness and effectiveness of each signature. Before any assignment or other transfer is made, the transferor and/or transferee shall reimburse the Co-Tenancy for all expenses it has incurred, including, but not limited to, attorneys' fees.

5. ARBITRATION

5.1 Dispute Between Co-Tenants. In the event of any dispute or disagreement between any of the Co-Tenants affecting the Co-Tenants' respective rights relating to this Agreement, or involving the interpretation or application of any of the terms, covenants or conditions of this Agreement, one Co-Tenant shall set forth that Co-Tenant's respective positions and disagreements in writing and give notice of the same to the other Co-Tenant. The Co-Tenants shall make a good faith effort to resolve the dispute or disagreement. If the dispute is not settled at the expiration of fifteen (15) days from the time such notice is received, then the entire matter shall be submitted to arbitration.

5.2 Voting Deadlock. In the event that there are only two Co-Tenants and a matter requiring a majority vote arises, if the Co-Tenants are unable to agree as to a decision regarding such matter, then, following the procedure set forth in the Section titled "Dispute Between Co-Tenants" above, the entire matter shall be submitted to arbitration.

5.3 Rules Governing Arbitration. The arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2, of the California Code of Civil Procedure (or any equivalent successor statute that is applicable), except to the extent that the Co-Tenants may agree upon other rules. The arbitrator shall be bound to the strict interpretation and observation of the terms of this Agreement.

5.4 Arbitrator's Decision Binding. The arbitrator's decision shall be binding and conclusive on the Co-Tenants. The submission of a dispute to the arbitrator and the rendering of the arbitrator's decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrator may be rendered by any Superior Court having jurisdiction; or such Court may vacate, modify, or correct the award in accordance with the prevailing sections of the California Arbitration Act.

5.5 Cost of Arbitration. The costs and attorney's fees attributed to such arbitration shall be borne by the losing Co-Tenant or in such proportions as the arbitrator shall determine.

6. GENERAL PROVISIONS

6.1 Employees. The fact that a Co-Tenant or a member of the Co-Tenant's family is employed by, or is directly or indirectly interested in or connected with any firm or corporation employed by the Co-Tenancy to render or perform a service, or from whom or which the Co-Tenancy may buy merchandise or other property, or from whom or which the Co-Tenancy may lease or purchase real property, shall not prohibit

the Co-Tenancy from executing a lease or purchase agreement with or employing any such person, firm or corporation or from otherwise dealing with the Co-Tenant or it in transactions entered into in good faith.

6.2 Notices. Any and all notices between the parties hereto, provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to a Co-Tenant, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Co-Tenant at 5186 Carroll Canyon Road, San Diego, California, 92121 or to such other place as may from time to time be specified in a notice, given pursuant to this Section, as the address for service of notice on such Co-Tenant.

6.3 Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.4 Litigation. In the event of litigation between the parties for the judicial interpretation, enforcement or rescission of this Agreement or of any other contract relating to the Co-Tenancy or relating in any manner to Co-Tenancy affairs or this Agreement, the prevailing party shall be entitled to a judgment against the other(s) for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" means the party determined by the Court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgement is rendered.

6.5 Document Execution. Each party hereto agrees to execute, with acknowledgement or affidavit if required, any and all documents and writings which may be necessary or expedient in the creation of this Co-Tenancy and the achievement of its purposes.

6.6 Representative Capacity. Anything herein to the contrary notwithstanding, during any period that any Co-Tenancy interest herein is subject to administration in an estate, guardianship or conservatorship, such interest shall be ignored in determining the consents or agreements required for the taking of any action by the Co-Tenancy, it being intended that the difficulty in obtaining consents or agreements from any person acting in such representative capacity shall not interfere with or impede the conduct of Co-Tenancy affairs.

6.7 Indemnity. If, as a result of a Co-Tenant's commission of an act not authorized by or in breach of this Agreement (such Co-Tenant is referred to herein as the "Breaching Co-Tenant"), any other Co-Tenant or the Co-Tenancy is made a party to any obligation or otherwise incurs any losses, damages or expenses, the Breaching Co-Tenant shall indemnify, hold harmless, defend and reimburse the Co-Tenancy or other Co-Tenant for any and all of such losses, damages and expenses incurred, including attorneys' fees. The interest of the Breaching Co-Tenant in this Co-Tenancy may be charged therefor.

6.8 Counterparts. This Agreement may be executed in any number of counterparts and, when so executed, all of such counterparts shall constitute a single instrument binding upon all parties hereto. Each Co-Tenant hereby authorizes the other Co-Tenants to remove the signature pages of this instrument from any counterpart copy and attach all such signature pages to a single instrument so that the signatures of all Co-Tenants will be physically attached to the same document.

6.9 Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Co-Tenants hereto.

6.10 Governing Law. This Agreement shall be construed and enforced according to the laws of the State of California.

6.11 Amendment. This Co-Tenancy Agreement may be amended upon the written consent of a majority of the Co-Tenants.

6.12 Binding on Heirs and Assigns. All provisions of this Agreement shall extend to and bind, or inure to the benefit not only of the Co-Tenants, but to each and every one of their heirs, executors,

representatives, successors, and assigns.

6.13 Captions. Captions in this Agreement are inserted for convenience or reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

6.14 Unenforceable Provisions. If any sentence or section of this Agreement is declared by a court or competent jurisdiction to be void or unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.15 Entire Agreement. This Agreement contains the entire agreement between the Co-Tenants relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

6.16 Exhibits. Any exhibits or addenda referred to herein and attached hereto are part hereof.

This Agreement has been executed at San Diego County, California, as of the day and hear first above written.

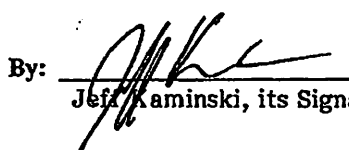
EAGLE VIEW PARTNERS, LLC.
a Nevada Limited Liability Company

By: 
Taekyun Lee, its Signatory Partner
Partner

FALCON HEIGHTS PARTNERS, LLC.
a Nevada Limited Liability Company

By: 
Randi Coopersmith, its Signatory Partner

NIGHT HAWK PARTNER, LLC.

By: 
Jeff Kaminski, its Signatory Partner

OSPREY PESCADOR, LLC

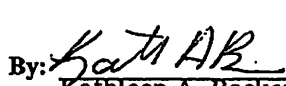
By: 
Kathleen A. Becker, its Signatory Partner

EXHIBIT 5

Yuma 11
Desert View
Sonora View
Nasa View
Road Runner

original Agent

CO-TENANCY AGREEMENT

TABLE OF CONTENTS

1.	NATURE OF CO-TENANCY	1
1.1	Description of Co-Tenancy Activities	1
1.2	Office	1
1.3	Co-Tenants' Right to Control the Co-Tenancy	1
2.	FINANCIAL	1
2.1	Contributions	1
2.2	Withdrawal of Funds	2
2.3	Books of Account	2
2.4	Inspection of Books	2
3.	RIGHTS AND DUTIES OF CO-TENANTS	3
3.1	Power to Incur Liabilities	3
3.2	Reimbursement of Expenses	3
4.	TERMINATION OF CO-TENANCY RELATION	3
4.1	Duration of Co-Tenancy	3
4.2	Right of First Refusal on Sale or Transfer of Co-Tenancy Interest	3
4.3	Transfer of a Co-Tenancy Interest	4
5.	ARBITRATION	4
5.1	Dispute Between Co-Tenants	4
5.2	Voting Deadlock	5
5.3	Rules Governing Arbitration	5
5.4	Arbitrator's Decision Binding	5
5.5	Cost of Arbitration	5
6.	GENERAL PROVISIONS	5
6.1	Employees	5
6.2	Notices	5
6.3	Gender and Number	6
6.4	Litigation	6
6.5	Document Execution	6
6.6	Representative Capacity	6
6.7	Indemnity	6
6.8	Counterparts	6
6.9	Construction	7
6.10	Governing Law	7
6.11	Amendment	7
6.12	Binding on Heirs and Assigns	7
6.13	Captions	7
6.14	Unenforceable Provisions	7
6.15	Entire Agreement	7
6.16	Exhibits	7

CO-TENANCY AGREEMENT

The undersigned parties have voluntarily entered into a Co-Tenancy Agreement pursuant to the terms and conditions set forth in this Agreement. This Co-Tenancy Agreement is effective as of 10-30-07, ~~19~~.

1. NATURE OF CO-TENANCY

1.1 Description of Co-Tenancy Activities. The Co-Tenancy is formed for the primary purpose of acquiring, developing, maintaining and/or holding real property (referred to herein as the "Property") for investment purposes. The Property is described in Exhibit "A" attached hereto.

1.2 Office. The principal office of the Co-Tenancy shall be 5186 Carroll Canyon Road, San Diego, California, 92121 and/or at such other place or places as may from time to time be designated by the Co-Tenancy.

1.3 Co-Tenants' Right to Control the Co-Tenancy. Except as otherwise specifically set forth in this Agreement, each Co-Tenant shall participate in the control, management, and direction of the activities of the Co-Tenancy. In exercising this control, management, and direction, each Co-Tenant's vote shall be equal. All Co-Tenancy consents and decisions shall be made upon the unanimous consent of the Co-Tenants.

2. FINANCIAL

2.1 Contributions.

2.1.1 Each Co-Tenant shall contribute to the Co-Tenancy one-quarter (1/4) of such amounts as are necessary to enable the Co-Tenancy to make all payments required in connection with the ownership of the Co-Tenancy property and/or the conduct of the Co-Tenancy activities (at times referred to herein as the "required amounts"), including, without limitation, taxes, interest, principal payments on any note secured by an encumbrance on such property, insurance premiums, payments which are necessary for the preservation and maintenance of Co-Tenancy property, leasehold improvement expenses and all amounts which are necessary to enable the Co-Tenancy to pay salaries or any legal, accounting, engineering or other fees.

2.1.2 At least 15 days preceding the due date of any required payments under Subsection 1 of this Section, each Co-Tenant shall be notified, in writing, of the amount of the payments due, the due date and such Co-Tenant's share thereof. Each Co-Tenant shall remit to the Co-Tenancy such Co-Tenant's share of such payment. The failure of any Co-Tenant to contribute, in the manner and on or before the due date herein specified, an amount equal to such Co-Tenant's share of the required amounts shall be deemed a "default."

2.1.3 Upon the occurrence of any default, if such default is not cured within two weeks after written notice of such default is given to the defaulting Co-Tenant, the Co-Tenancy or the non-defaulting Co-Tenants shall have the option of pursuing any and all rights and remedies available, including, without limitation, the following:

(i) If the default is monetary, any of the other Co-Tenants may advance a sum sufficient to pay the defaulted amount. The Co-Tenant or Co-Tenants making the advance shall be referred to herein as the "Lending Entity." Such advance shall commence to bear interest at the maximum rate allowed by law from the date of the advance, shall become immediately due and payable to the Lending Entity. Thereafter, all sums otherwise payable to the defaulting Co-Tenant shall be paid instead to the Lending Entity until the advance is fully repaid with interest. The defaulting Co-Tenant shall have the right to cure the default at any time by paying to the Lending Entity the full amount thereof, plus interest accruing at the maximum rate allowed by law from the date of the advance until payment in full, together with all expenses, costs, finance charges, attorneys' fees, collection expenses or other damages resulting from the default (such amounts shall be referred to herein as the "Cure Amount").

2.1.4 The defaulting Co-Tenant shall have no vote during the pendency of any default.

2.1.5 The defaulting Co-Tenant hereby appoints the nondefaulting Co-Tenants, or any of them, as attorney-in-fact to execute such documents as may be necessary or desirable in order to transfer the defaulting Co-Tenant's Co-Tenancy interest in the manner selected by the Co-Tenancy. If the Co-Tenancy interest is sold, the defaulting Co-Tenant shall have no right, title or interest in or to the Co-Tenancy, its assets or the income therefrom.

2.2 Withdrawal of Funds. No Co-Tenancy funds may be withdrawn at any time without the unanimous written consent of the Co-Tenants.

2.3 Books of Account. Complete and accurate accounts of all transactions of the Co-Tenancy shall be kept by an agent of the Co-Tenancy.

2.4 Inspection of Books. The books of account and other records of the Co-Tenancy shall, at all times, be kept at 5186 Carroll Canyon Road, San Diego, California, 92121. At all reasonable times, any of the Co-Tenants shall have access to, and may inspect and copy, any of the Co-Tenancy records or books.

3. RIGHTS AND DUTIES OF CO-TENANTS

3.1 Power to Incur Liabilities. Each Co-Tenant agrees to: (i) be responsible for one-quarter (1/4) of any Co-Tenancy liability; (ii) indemnify the other Co-Tenants (with respect to such liability) from any liability in excess of that other Co-Tenant's one-quarter (1/4) share; and (iii) secure such indemnification of the other Co-Tenants by collateral mutually satisfactory to all of the Co-Tenants.

Despite any legal requirement that all Co-Tenants are jointly and severally liable to Co-Tenancy creditors for Co-Tenancy obligations, the Co-Tenants hereby agree that, as between the Co-Tenants, each Co-Tenant's liability on any promissory note or obligation shall be limited to such Co-Tenant's one-quarter (1/4) share. Each Co-Tenant agrees to pay, if required by law, any such obligation to the extent of such one-quarter (1/4) share at the time such obligation matures. In the case of husband and wife, the liability is joint and several.

3.2 Reimbursement of Expenses. Should the Co-Tenancy incur any liability because of the act of any Co-Tenant not contemplated by this Agreement, such Co-Tenant shall reimburse the Co-Tenancy on demand for all costs, expenses, attorneys' fees and liabilities arising in connection therewith. The Co-Tenancy shall reimburse the Co-Tenants for expenses incurred on behalf of the Co-Tenancy in good faith in accordance with this Agreement.

4. TERMINATION OF CO-TENANCY RELATION

4.1 Duration of Co-Tenancy. The Co-Tenancy shall begin as of the date of this Agreement and shall continue until the first to occur of the following events:

4.1.1 The sale of all, or substantially all, of the Co-Tenancy assets; or

4.1.2 The mutual consent of all Co-Tenants.

4.2 Right of First Refusal on Sale or Transfer of Co-Tenancy Interest. Subject to the restrictions contained in this Section, any Co-Tenant may sell or transfer its interest in the Co-Tenancy or any portion thereof. Such Co-Tenant is referred to herein as the "Selling Co-Tenant." However, the Selling Co-Tenant shall first offer to sell its one-quarter interest to the remaining Co-Tenants in proportion to their then current interests in the Co-Tenancy upon the same terms and conditions which the Selling Co-Tenant is willing to accept from any person or persons not then a Co-Tenant. The Selling Co-Tenant shall put this offer in writing and give the other Co-Tenants a minimum of thirty (30) days from the date of making said offer in which to accept or reject said offer. The offer shall identify the prospective purchaser. If a Co-Tenant does not elect to purchase its one-quarter share of the interest offered for sale, the other Co-Tenants may purchase the share

not taken. The offer shall be deemed rejected in its entirety unless the acceptance of the various Co-Tenants applies to the entire interest offered for sale. If said offer is accepted in its entirety, the Co-Tenant or Co-Tenants accepting said offer shall have an additional sixty (60) days in which to raise the funds necessary to meet the terms of the offer. Any Co-Tenant may transfer all or any part of the Co-Tenant's Co-Tenancy interest without making such offer by gift, bequest or inheritance provided such gift is made to either a member of the Co-Tenant's family, to a trust for the benefit of one or more members of the Co-Tenant's family or to an organization which is exempt from tax under Section 501(c) of the Internal Revenue Code of 1986, or any successor section thereto. In any event, the Selling Co-Tenant may not sell its one-quarter interest for a purchase price that exceeds the purchase price paid by the Selling Co-Tenant for its one-quarter interest in the Co-Tenancy Property.

4.3 Transfer of a Co-Tenancy Interest. A Co-Tenant may not sell, transfer, assign or subject to a security interest such Co-Tenant's interest in the Co-Tenancy or any part thereof except as provided herein. Any assignment or other transfer contrary to this provision shall be void and of no effect.

Any sale, assignment or transfer shall be made by written instrument, accompanied by such assurance of the genuineness and effectiveness of each signature. Before any assignment or other transfer is made, the transferor and/or transferee shall reimburse the Co-Tenancy for all expenses it has incurred, including, but not limited to, attorneys' fees.

5. ARBITRATION

5.1 Dispute Between Co-Tenants. In the event of any dispute or disagreement between any of the Co-Tenants affecting the Co-Tenants' respective rights relating to this Agreement, or involving the interpretation or application of any of the terms, covenants or conditions of this Agreement, one Co-Tenant shall set forth that Co-Tenant's respective positions and disagreements in writing and give notice of the same to the other Co-Tenant. The Co-Tenants shall make a good faith effort to resolve the dispute or disagreement. If the dispute is not settled at the expiration of fifteen (15) days from the time such notice is received, then the entire matter shall be submitted to arbitration.

5.2 Voting Deadlock. In the event that there are only two Co-Tenants and a matter requiring a majority vote arises, if the Co-Tenants are unable to agree as to a decision regarding such matter, then, following the procedure set forth in the Section titled "Dispute Between Co-Tenants" above, the entire matter shall be submitted to arbitration.

5.3 Rules Governing Arbitration. The arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2, of the California Code of Civil Procedure (or any equivalent successor statute that is applicable), except to the extent that the Co-Tenants may agree upon other rules. The arbitrator shall be bound to the strict interpretation and observation of the terms of this Agreement.

5.4 Arbitrator's Decision Binding. The arbitrator's decision shall be binding and conclusive on the Co-Tenants. The submission of a dispute to the arbitrator and the rendering of the arbitrator's decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrator may be rendered by any Superior Court having jurisdiction; or such Court may vacate, modify, or correct the award in accordance with the prevailing sections of the California Arbitration Act.

5.5 Cost of Arbitration. The costs and attorney's fees attributed to such arbitration shall be borne by the losing Co-Tenant or in such proportions as the arbitrator shall determine.

6. GENERAL PROVISIONS

6.1 Employees. The fact that a Co-Tenant or a member of the Co-Tenant's family is employed by, or is directly or indirectly interested in or connected with any firm or corporation employed by the Co-Tenancy to render or perform a service, or from whom or which the Co-Tenancy may buy merchandise or other property, or from whom or which the Co-Tenancy may lease or purchase real property, shall not prohibit

the Co-Tenancy from executing a lease or purchase agreement with or employing any such person, firm or corporation or from otherwise dealing with the Co-Tenant or it in transactions entered into in good faith.

6.2 Notices. Any and all notices between the parties hereto, provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to a Co-Tenant, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Co-Tenant at 5186 Carroll Canyon Road, San Diego, California, 92121 or to such other place as may from time to time be specified in a notice, given pursuant to this Section, as the address for service of notice on such Co-Tenant.

6.3 Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.4 Litigation. In the event of litigation between the parties for the judicial interpretation, enforcement or rescission of this Agreement or of any other contract relating to the Co-Tenancy or relating in any manner to Co-Tenancy affairs or this Agreement, the prevailing party shall be entitled to a judgment against the other(s) for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" means the party determined by the Court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgement is rendered.

6.5 Document Execution. Each party hereto agrees to execute, with acknowledgement or affidavit if required, any and all documents and writings which may be necessary or expedient in the creation of this Co-Tenancy and the achievement of its purposes.

6.6 Representative Capacity. Anything herein to the contrary notwithstanding, during any period that any Co-Tenancy interest herein is subject to administration in an estate, guardianship or conservatorship, such interest shall be ignored in determining the consents or agreements required for the taking of any action by the Co-Tenancy, it being intended that the difficulty in obtaining consents or agreements from any person acting in such representative capacity shall not interfere with or impede the conduct of Co-Tenancy affairs.

6.7 Indemnity. If, as a result of a Co-Tenant's commission of an act not authorized by or in breach of this Agreement (such Co-Tenant is referred to herein as the "Breaching Co-Tenant"), any other Co-Tenant or the Co-Tenancy is made a party to any obligation or otherwise incurs any losses, damages or expenses, the Breaching Co-Tenant shall indemnify, hold harmless, defend and reimburse the Co-Tenancy or other Co-Tenant for any and all of such losses, damages and expenses incurred, including attorneys' fees. The interest of the Breaching Co-Tenant in this Co-Tenancy may be charged therefor.

6.8 Counterparts. This Agreement may be executed in any number of counterparts and, when so executed, all of such counterparts shall constitute a single instrument binding upon all parties hereto. Each Co-Tenant hereby authorizes the other Co-Tenants to remove the signature pages of this instrument from any counterpart copy and attach all such signature pages to a single instrument so that the signatures of all Co-Tenants will be physically attached to the same document.

6.9 Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Co-Tenants hereto.

6.10 Governing Law. This Agreement shall be construed and enforced according to the laws of the State of California.

6.11 Amendment. This Co-Tenancy Agreement may be amended upon the written consent of a majority of the Co-Tenants.

6.12 Binding on Heirs and Assigns. All provisions of this Agreement shall extend to and bind, or inure to the benefit not only of the Co-Tenants, but to each and every one of their heirs, executors,

representatives, successors, and assigns.

6.13 Captions. Captions in this Agreement are inserted for convenience or reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

6.14 Unenforceable Provisions. If any sentence or section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.15 Entire Agreement. This Agreement contains the entire agreement between the Co-Tenants relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

6.16 Exhibits. Any exhibits or addenda referred to herein and attached hereto are part hereof.

This Agreement has been executed at San Diego County, California, as of the day and year first above written.

Desert View Partners
a California general partnership

✓ By: Patricia Welzel
Patricia Welzel

Sonora View Partners
a California general partnership

By: Henry E Villarreal, III
Henry E Villarreal, III

Mesa View Partners
a California general partnership

By: James McMahon
James McMahon

Road Runner Partners
a California general partnership

By: Roland Ramirez
Roland Ramirez

EXHIBIT 6

Yuma III

Mountain View

Ocotillo View

Canyon Ridge

Mountain View

CO-TENANCY AGREEMENT

TABLE OF CONTENTS

1.	NATURE OF CO-TENANCY	1
1.1	Description of Co-Tenancy Activities	1
1.2	Office.	1
1.3	Co-Tenants' Right to Control the Co-Tenancy	1
2.	FINANCIAL	1
2.1	Contributions	1
2.2	Withdrawal of Funds	2
2.3	Books of Account	2
2.4	Inspection of Books	2
3.	RIGHTS AND DUTIES OF CO-TENANTS	3
3.1	Power to Incur Liabilities	3
3.2	Reimbursement of Expenses	3
4.	TERMINATION OF CO-TENANCY RELATION	3
4.1	Duration of Co-Tenancy	3
4.2	Right of First Refusal on Sale or Transfer of Co-Tenancy Interest	3
4.3	Transfer of a Co-Tenancy Interest	4
5.	ARBITRATION	4
5.1	Dispute Between Co-Tenants	4
5.2	Voting Deadlock	5
5.3	Rules Governing Arbitration	5
5.4	Arbitrator's Decision Binding	5
5.5	Cost of Arbitration	5
6.	GENERAL PROVISIONS	5
6.1	Employees.	5
6.2	Notices	5
6.3	Gender and Number	6
6.4	Litigation	6
6.5	Document Execution	6
6.6	Representative Capacity	6
6.7	Indemnity	6
6.8	Counterparts	6
6.9	Construction	7
6.10	Governing Law	7
6.11	Amendment	7
6.12	Binding on Heirs and Assigns	7
6.13	Captions	7
6.14	Unenforceable Provisions	7
6.15	Entire Agreement	7
6.16	Exhibits	7

CO-TENANCY AGREEMENT

The undersigned parties have voluntarily entered into a Co-Tenancy Agreement pursuant to the terms and conditions set forth in this Agreement. This Co-Tenancy Agreement is effective as of 6/25/2008
~~192~~

1. NATURE OF CO-TENANCY

1.1 Description of Co-Tenancy Activities. The Co-Tenancy is formed for the primary purpose of acquiring, developing, maintaining and/or holding real property (referred to herein as the "Property") for investment purposes. The Property is described in Exhibit "A" attached hereto.

1.2 Office. The principal office of the Co-Tenancy shall be 5186 Carroll Canyon Road, San Diego, California, 92121 and/or at such other place or places as may from time to time be designated by the Co-Tenancy.

1.3 Co-Tenants' Right to Control the Co-Tenancy. Except as otherwise specifically set forth in this Agreement, each Co-Tenant shall participate in the control, management, and direction of the activities of the Co-Tenancy. In exercising this control, management, and direction, each Co-Tenant's vote shall be equal. All Co-Tenancy consents and decisions shall be made upon the unanimous consent of the Co-Tenants.

2. FINANCIAL

2.1 Contributions.

2.1.1 Each Co-Tenant shall contribute to the Co-Tenancy one-quarter (1/4) of such amounts as are necessary to enable the Co-Tenancy to make all payments required in connection with the ownership of the Co-Tenancy property and/or the conduct of the Co-Tenancy activities (at times referred to herein as the "required amounts"), including, without limitation, taxes, interest, principal payments on any note secured by an encumbrance on such property, insurance premiums, payments which are necessary for the preservation and maintenance of Co-Tenancy property, leasehold improvement expenses and all amounts which are necessary to enable the Co-Tenancy to pay salaries or any legal, accounting, engineering or other fees.

2.1.2 At least 15 days preceding the due date of any required payments under Subsection 1 of this Section, each Co-Tenant shall be notified, in writing, of the amount of the payments due, the due date and such Co-Tenant's share thereof. Each Co-Tenant shall remit to the Co-Tenancy such Co-Tenant's share of such payment. The failure of any Co-Tenant to contribute, in the manner and on or before the due date herein specified, an amount equal to such Co-Tenant's share of the required amounts shall be deemed a "default."

2.1.3 Upon the occurrence of any default, if such default is not cured within two weeks after written notice of such default is given to the defaulting Co-Tenant, the Co-Tenancy or the non-defaulting Co-Tenants shall have the option of pursuing any and all rights and remedies available, including, without limitation, the following:

(i) If the default is monetary, any of the other Co-Tenants may advance a sum sufficient to pay the defaulted amount. The Co-Tenant or Co-Tenants making the advance shall be referred to herein as the "Lending Entity." Such advance shall commence to bear interest at the maximum rate allowed by law from the date of the advance, shall become immediately due and payable to the Lending Entity. Thereafter, all sums otherwise payable to the defaulting Co-Tenant shall be paid instead to the Lending Entity until the advance is fully repaid with interest. The defaulting Co-Tenant shall have the right to cure the default at any time by paying to the Lending Entity the full amount thereof, plus interest accruing at the maximum rate allowed by law from the date of the advance until payment in full, together with all expenses, costs, finance charges, attorneys' fees, collection expenses or other damages resulting from the default (such amounts shall be referred to herein as the "Cure Amount").

2.1.4 The defaulting Co-Tenant shall have no vote during the pendency of any default.

2.1.5 The defaulting Co-Tenant hereby appoints the nondefaulting Co-Tenants, or any of them, as attorney-in-fact to execute such documents as may be necessary or desirable in order to transfer the defaulting Co-Tenant's Co-Tenancy interest in the manner selected by the Co-Tenancy. If the Co-Tenancy interest is sold, the defaulting Co-Tenant shall have no right, title or interest in or to the Co-Tenancy, its assets or the income therefrom.

2.2 Withdrawal of Funds. No Co-Tenancy funds may be withdrawn at any time without the unanimous written consent of the Co-Tenants.

2.3 Books of Account. Complete and accurate accounts of all transactions of the Co-Tenancy shall be kept by an agent of the Co-Tenancy.

2.4 Inspection of Books. The books of account and other records of the Co-Tenancy shall, at all times, be kept at 5186 Carroll Canyon Road, San Diego, California, 92121. At all reasonable times, any of the Co-Tenants shall have access to, and may inspect and copy, any of the Co-Tenancy records or books.

3. RIGHTS AND DUTIES OF CO-TENANTS

3.1 Power to Incur Liabilities. Each Co-Tenant agrees to: (i) be responsible for one-quarter (1/4) of any Co-Tenancy liability; (ii) indemnify the other Co-Tenants (with respect to such liability) from any liability in excess of that other Co-Tenant's one-quarter (1/4) share; and (iii) secure such indemnification of the other Co-Tenants by collateral mutually satisfactory to all of the Co-Tenants.

Despite any legal requirement that all Co-Tenants are jointly and severally liable to Co-Tenancy creditors for Co-Tenancy obligations, the Co-Tenants hereby agree that, as between the Co-Tenants, each Co-Tenant's liability on any promissory note or obligation shall be limited to such Co-Tenant's one-quarter (1/4) share. Each Co-Tenant agrees to pay, if required by law, any such obligation to the extent of such one-quarter (1/4) share at the time such obligation matures. In the case of husband and wife, the liability is joint and several.

3.2 Reimbursement of Expenses. Should the Co-Tenancy incur any liability because of the act of any Co-Tenant not contemplated by this Agreement, such Co-Tenant shall reimburse the Co-Tenancy on demand for all costs, expenses, attorneys' fees and liabilities arising in connection therewith. The Co-Tenancy shall reimburse the Co-Tenants for expenses incurred on behalf of the Co-Tenancy in good faith in accordance with this Agreement.

4. TERMINATION OF CO-TENANCY RELATION

4.1 Duration of Co-Tenancy. The Co-Tenancy shall begin as of the date of this Agreement and shall continue until the first to occur of the following events:

4.1.1 The sale of all, or substantially all, of the Co-Tenancy assets; or

4.1.2 The mutual consent of all Co-Tenants.

4.2 Right of First Refusal on Sale or Transfer of Co-Tenancy Interest. Subject to the restrictions contained in this Section, any Co-Tenant may sell or transfer its interest in the Co-Tenancy or any portion thereof. Such Co-Tenant is referred to herein as the "Selling Co-Tenant." However, the Selling Co-Tenant shall first offer to sell its one-quarter interest to the remaining Co-Tenants in proportion to their then current interests in the Co-Tenancy upon the same terms and conditions which the Selling Co-Tenant is willing to accept from any person or persons not then a Co-Tenant. The Selling Co-Tenant shall put this offer in writing and give the other Co-Tenants a minimum of thirty (30) days from the date of making said offer in which to accept or reject said offer. The offer shall identify the prospective purchaser. If a Co-Tenant does not elect to purchase its one-quarter share of the interest offered for sale, the other Co-Tenants may purchase the share

not taken. The offer shall be deemed rejected in its entirety unless the acceptance of the various Co-Tenants applies to the entire interest offered for sale. If said offer is accepted in its entirety, the Co-Tenant or Co-Tenants accepting said offer shall have an additional sixty (60) days in which to raise the funds necessary to meet the terms of the offer. Any Co-Tenant may transfer all or any part of the Co-Tenant's Co-Tenancy interest without making such offer by gift, bequest or inheritance provided such gift is made to either a member of the Co-Tenant's family, to a trust for the benefit of one or more members of the Co-Tenant's family or to an organization which is exempt from tax under Section 501(c) of the Internal Revenue Code of 1986, or any successor section thereto. In any event, the Selling Co-Tenant may not sell its one-quarter interest for a purchase price that exceeds the purchase price paid by the Selling Co-Tenant for its one-quarter interest in the Co-Tenancy Property.

4.3 Transfer of a Co-Tenancy Interest. A Co-Tenant may not sell, transfer, assign or subject to a security interest such Co-Tenant's interest in the Co-Tenancy or any part thereof except as provided herein. Any assignment or other transfer contrary to this provision shall be void and of no effect.

Any sale, assignment or transfer shall be made by written instrument, accompanied by such assurance of the genuineness and effectiveness of each signature. Before any assignment or other transfer is made, the transferor and/or transferee shall reimburse the Co-Tenancy for all expenses it has incurred, including, but not limited to, attorneys' fees.

5. ARBITRATION

5.1 Dispute Between Co-Tenants. In the event of any dispute or disagreement between any of the Co-Tenants affecting the Co-Tenants' respective rights relating to this Agreement, or involving the interpretation or application of any of the terms, covenants or conditions of this Agreement, one Co-Tenant shall set forth that Co-Tenant's respective positions and disagreements in writing and give notice of the same to the other Co-Tenant. The Co-Tenants shall make a good faith effort to resolve the dispute or disagreement. If the dispute is not settled at the expiration of fifteen (15) days from the time such notice is received, then the entire matter shall be submitted to arbitration.

5.2 Voting Deadlock. In the event that there are only two Co-Tenants and a matter requiring a majority vote arises, if the Co-Tenants are unable to agree as to a decision regarding such matter, then, following the procedure set forth in the Section titled "Dispute Between Co-Tenants" above, the entire matter shall be submitted to arbitration.

5.3 Rules Governing Arbitration. The arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure (or any equivalent successor statute that is applicable), except to the extent that the Co-Tenants may agree upon other rules. The arbitrator shall be bound to the strict interpretation and observation of the terms of this Agreement.

5.4 Arbitrator's Decision Binding. The arbitrator's decision shall be binding and conclusive on the Co-Tenants. The submission of a dispute to the arbitrator and the rendering of the arbitrator's decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrator may be rendered by any Superior Court having jurisdiction; or such Court may vacate, modify, or correct the award in accordance with the prevailing sections of the California Arbitration Act.

5.5 Cost of Arbitration. The costs and attorney's fees attributed to such arbitration shall be borne by the losing Co-Tenant or in such proportions as the arbitrator shall determine.

6. GENERAL PROVISIONS

6.1 Employees. The fact that a Co-Tenant or a member of the Co-Tenant's family is employed by, or is directly or indirectly interested in or connected with any firm or corporation employed by the Co-Tenancy to render or perform a service, or from whom or which the Co-Tenancy may buy merchandise or other property, or from whom or which the Co-Tenancy may lease or purchase real property, shall not prohibit

the Co-Tenancy from executing a lease or purchase agreement with or employing any such person, firm or corporation or from otherwise dealing with the Co-Tenant or it in transactions entered into in good faith.

6.2 Notices. Any and all notices between the parties hereto, provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to a Co-Tenant, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Co-Tenant at 5186 Carroll Canyon Road, San Diego, California, 92121 or to such other place as may from time to time be specified in a notice, given pursuant to this Section, as the address for service of notice on such Co-Tenant.

6.3 Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.4 Litigation. In the event of litigation between the parties for the judicial interpretation, enforcement or rescission of this Agreement or of any other contract relating to the Co-Tenancy or relating in any manner to Co-Tenancy affairs or this Agreement, the prevailing party shall be entitled to a judgment against the other(s) for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" means the party determined by the Court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgement is rendered.

6.5 Document Execution. Each party hereto agrees to execute, with acknowledgement or affidavit if required, any and all documents and writings which may be necessary or expedient in the creation of this Co-Tenancy and the achievement of its purposes.

6.6 Representative Capacity. Anything herein to the contrary notwithstanding, during any period that any Co-Tenancy interest herein is subject to administration in an estate, guardianship or conservatorship, such interest shall be ignored in determining the consents or agreements required for the taking of any action by the Co-Tenancy, it being intended that the difficulty in obtaining consents or agreements from any person acting in such representative capacity shall not interfere with or impede the conduct of Co-Tenancy affairs.

6.7 Indemnity. If, as a result of a Co-Tenant's commission of an act not authorized by or in breach of this Agreement (such Co-Tenant is referred to herein as the "Breaching Co-Tenant"), any other Co-Tenant or the Co-Tenancy is made a party to any obligation or otherwise incurs any losses, damages or expenses, the Breaching Co-Tenant shall indemnify, hold harmless, defend and reimburse the Co-Tenancy or other Co-Tenant for any and all of such losses, damages and expenses incurred, including attorneys' fees. The interest of the Breaching Co-Tenant in this Co-Tenancy may be charged therefor.

6.8 Counterparts. This Agreement may be executed in any number of counterparts and, when so executed, all of such counterparts shall constitute a single instrument binding upon all parties hereto. Each Co-Tenant hereby authorizes the other Co-Tenants to remove the signature pages of this instrument from any counterpart copy and attach all such signature pages to a single instrument so that the signatures of all Co-Tenants will be physically attached to the same document.

6.9 Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Co-Tenants hereto.

6.10 Governing Law. This Agreement shall be construed and enforced according to the laws of the State of California.

6.11 Amendment. This Co-Tenancy Agreement may be amended upon the written consent of a majority of the Co-Tenants.

6.12 Binding on Heirs and Assigns. All provisions of this Agreement shall extend to and bind, or inure to the benefit not only of the Co-Tenants, but to each and every one of their heirs, executors,

representatives, successors, and assigns.

6.13 Captions. Captions in this Agreement are inserted for convenience or reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

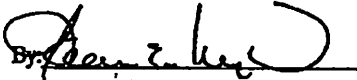
6.14 Unenforceable Provisions. If any sentence or section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.15 Entire Agreement. This Agreement contains the entire agreement between the Co-Tenants relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

6.16 Exhibits. Any exhibits or addenda referred to herein and attached hereto are part hereof.

This Agreement has been executed at San Diego County, California, as of the day and year first above written.

Mountain View Partners
a California general partnership

By: 
Jean E. Lloyd, Signatory Partner

Ocotillo View Partners
a California general partnership

By: 
Heriberto D. Delute, Signatory Partner

Cactus Ridge Partners
a California general partnership

By: 
David Luo

Mohawk Mountain Partners
a California general partnership

By: 
Kurt W. Albi

EXHIBIT 7

CO-TENANCY AGREEMENT

The undersigned parties have voluntarily entered into a Co-Tenancy Agreement pursuant to the terms and conditions set forth in this Agreement. This Co-Tenancy Agreement is effective as of MAY 10, 2011.

1. NATURE OF CO-TENANCY

1.1. Description of Co-Tenancy Activities. The Co-Tenancy is formed for the primary purpose of acquiring, maintaining, holding for investment purposes, and at some future point in time selling or otherwise disposing of certain real property described in Exhibit "A" attached hereto (referred to herein as the "Co-Tenancy Property").

1.2. Parties to the Co-Tenancy. CRYSTAL CLEARWATER PARTNERS and HIGH DESERT PARTNERS, each being a California general partnership and each holding (through respective limited liability companies) its respective undivided one-half (1/2) interest in the Co-Tenancy Property, enter into this Agreement as Co-Tenants of the Co-Tenancy Property.

1.3. Office. The principal office of the Co-Tenancy shall be 5186 Carroll Canyon Road, #100, San Diego, California, 92121 and/or at such other place or places as may from time to time be designated by the Co-Tenancy.

1.4. Co-Tenants' Right to Control the Co-Tenancy. Except as otherwise specifically set forth in this Agreement, each Co-Tenant shall participate in the control, management, and direction of the activities of the Co-Tenancy. In exercising this control, management, and direction, each Co-Tenant's vote shall be equal. All Co-Tenancy consents and decisions shall be made upon the unanimous consent of the Co-Tenants.

2. FINANCIAL

2.1. Contributions.

2.1.1. Each Co-Tenant shall contribute to the Co-Tenancy one-half (1/2) of such amounts as are necessary to enable the Co-Tenancy to make all payments required in connection with the ownership and operation of the Co-Tenancy Property, maintenance of the Co-Tenancy's title and interest in the Co-Tenancy Property, and the carrying out of any business in furtherance of the Co-Tenancy (any such amounts are referred to herein as the "Required Amounts"), including, but not limited to, taxes, interest, principal payments on any note secured by an encumbrance on such property, insurance premiums, assessments, leasehold improvement expenses, all amounts necessary to enable the Co-Tenancy to pay salaries or any legal, tax, accounting, engineering or other vendor or professional fees for services, and/or other payments which, in the reasonable judgment of the Co-Tenancy, are necessary for the preservation and maintenance of the Co-Tenancy and the Co-Tenancy Property.

2.1.2. At least fifteen (15) days preceding the due date of any Required Amounts, each Co-Tenant shall be notified, in writing, of the amount of the payments due, the due date and such Co-Tenant's share thereof. Each Co-Tenant shall remit to the Co-Tenancy or directly to the payee of such Required Payment such Co-Tenant's share of

the payment. The failure of any Co-Tenant to contribute, in the manner and on or before the due date herein specified, an amount equal to such Co-Tenant's share of the required amounts shall be deemed a "default."

2.1.3. Upon the occurrence of any default, if such default is not cured within two (2) weeks after written notice of such default is given to the defaulting Co-Tenant, the Co-Tenancy or the non-defaulting Co-Tenants shall have the option of pursuing any and all rights and remedies available, including, without limitation, the following:

- (i) If the default is monetary, any of the other Co-Tenants may advance a sum sufficient to pay the defaulted amount. The Co-Tenant or Co-Tenants making the advance shall be referred to herein as the "Lending Entity."
- (ii) Such advance shall commence to bear interest at the maximum rate allowed by law from the date of the advance and shall become immediately due and payable to the Lending Entity. Thereafter, all sums otherwise due or payable by any person or entity to the defaulting Co-Tenant shall be paid instead to the Lending Entity until the advance is fully repaid with interest.
- (iii) The defaulting Co-Tenant shall have the right to cure the default at any time by paying to the Lending Entity the full amount thereof, plus interest accruing at the maximum rate allowed by law from the date of the advance until payment in full, together with all expenses, costs, finance charges, attorneys' fees, collection expenses or other damages resulting from the default (such amounts shall be referred to herein as the "Cure Amount").
- (iv) The defaulting Co-Tenant shall have no vote during the pendency of any default.
- (v) The defaulting Co-Tenant hereby appoints the nondefaulting Co-Tenants, or any of them, as attorney-in-fact to execute such documents as may be necessary or desirable in order to transfer the defaulting Co-Tenant's Co-Tenancy interest in the manner selected by the Co-Tenancy. If the Co-Tenancy interest is sold, the defaulting Co-Tenant shall have no right, title or interest in or to the Co-Tenancy, its assets, the return of any capital, or any income therefrom.

2.2. Withdrawal of Funds. No Co-Tenancy funds may be withdrawn at any time without the unanimous written consent of the Co-Tenants.

2.3. Books of Account. Complete and accurate accounts of all transactions of the Co-Tenancy shall be kept by an agent of the Co-Tenancy.

2.4. Inspection of Books. The books of account and other records of the Co-Tenancy shall, at all times, be kept at 5186 Carroll Canyon Road, #100, San Diego, California, 92121. At all reasonable times, any of the Co-Tenants shall have access to, and may inspect and copy, any of

the Co-Tenancy records or books.

3. RIGHTS AND DUTIES OF CO-TENANTS

3.1. Power to Incur Liabilities. Each Co-Tenant agrees to: (i) be responsible for one-half (1/2) of any Co-Tenancy liability, (ii) indemnify the other Co-Tenants (with respect to such liability) from any liability in excess of that other Co-Tenant's one-half (1/2) share; and (iii) secure such indemnification of any other Co-Tenants by collateral mutually satisfactory to all of the Co-Tenants.

3.2. Limitation of Co-Tenant's Liability. Despite any legal requirement that all Co-Tenants are jointly and severally liable to Co-Tenancy creditors for Co-Tenancy obligations, the Co-Tenants hereby agree that, as between the Co-Tenants, each Co-Tenant's liability on any promissory note or other obligation of the Co-Tenancy as a whole, including any Required Amounts, described above, shall be limited to such Co-Tenant's one-half (1/2) share. Each Co-Tenant agrees to pay, if required by law, any such obligation of the Co-Tenancy or with regard to the Co-Tenancy Property to the extent of such one-half (1/2) share at the time such obligation matures.

3.3. Reimbursement of Expenses. Should the Co-Tenancy incur any liability because of the act of any Co-Tenant not contemplated by this Agreement, such Co-Tenant shall reimburse the Co-Tenancy on demand for all costs, expenses, attorneys' fees and liabilities arising in connection therewith. The Co-Tenancy shall reimburse the Co-Tenants for expenses beyond each Co-Tenant's one-half (1/2) share when such expenses are incurred by a Co-Tenant on behalf of the Co-Tenancy in good faith and in accordance with this Agreement.

3.4. Shared Member Information and Communication. Each Co-Tenant, being a general partnership, agrees to provide the contact information for all of its partner members to all of the partner members of the other Co-Tenant(s), understanding that partner members of one Co-Tenant will be able to contact partner members of the other Co-Tenant regarding matters relevant to the Co-Tenancy. This responsibility and action is undertaken so as to most efficiently provide for communication and the sharing of relevant information between the Co-Tenants and the timely execution and operation of the Co-Tenancy and all matters relevant to the Co-Tenancy Property. Each Co-Tenant will undertake to provide the other Co-Tenant(s) with updated contact information for its partner members on a periodic basis.

3.5. Initiation of Matters for Co-Tenant Consideration. Recognizing the importance of the efficient sharing of relevant information and the timely execution of Co-Tenancy matters, each Co-Tenant agrees to provide adequate procedures to facilitate communication between the Co-Tenants and their respective partner members, including providing for the following:

3.5.1. Written Requests. Any partner member of one Co-Tenant may initiate a matter for Co-Tenancy consideration by submitting a written request to the other Co-Tenant(s) specifying one of the following actions:

- (i) Distribution of Information: Any partner member of one Co-Tenant may submit a written request for distribution of information relevant to the Co-Tenancy to the partner members of the other Co-Tenant(s) by submitting

the relevant information to its Partnership Administrator, who will in a prompt manner transmit that request to the other Co-Tenant(s).

- (ii) Ballot Vote of a Co-Tenant: Any partner member of one Co-Tenant may submit a written request for a vote of the partner members of the other Co-Tenant(s) regarding any matter relevant to the business and operation of the Co-Tenancy and the Co-Tenancy Property by submitting such request and any relevant information to its Partnership Administrator, who will in a prompt manner transmit the request to the other Co-Tenant(s).

3.6. Agreement to Honor Co-Tenant Requests. Each Co-Tenant agrees as set forth in this Agreement to honor and promptly act upon all communications and written submissions received from the other Co-Tenant(s) and/or from partner members of the other Co-Tenant(s) on matters relevant to and regarding the Co-Tenancy and the Co-Tenancy Property in the same manner and with the same care that each Co-Tenant would exhibit in handling and responding to such communications and requests had such communications or requests originated from its own respective partner members.

4. TERMINATION OF CO-TENANCY RELATIONSHIP

4.1. Duration of Co-Tenancy. The Co-Tenancy shall begin as of the date of this Agreement and shall continue until the first to occur of the following event:

- 4.1.1. The sale of all, or substantially all, of the Co-Tenancy assets; or
- 4.1.2. The mutual consent of all Co-Tenants.

4.2. Right of First Refusal on Sale or Transfer of Co-Tenancy Interest. Subject to the restrictions contained in this Section, any Co-Tenant may sell or transfer its interest in the Co-Tenancy and the Co-Tenancy Property or any portion thereof. Such Co-Tenant is referred to herein as the "Selling Co-Tenant." However, the Selling Co-Tenant shall first offer to sell its one-half (1/2) interest to the remaining Co-Tenant(s) in proportion to their then current interests in the Co-Tenancy upon the same terms and conditions which the Selling Co-Tenant is willing to accept from any person or persons not then a Co-Tenant. The Selling Co-Tenant shall put this offer in writing and give the other Co-Tenant(s) a minimum of thirty (30) days from the date of making said offer in which to accept or reject said offer. The offer shall identify the prospective purchaser and the specific terms of the prospective transaction. If a Co-Tenant does not elect to purchase its one-half (1/2) share of the interest offered for sale by the Selling Co-Tenant, the other Co-Tenant(s), if any, may purchase the share not taken. The offer shall be deemed rejected in its entirety unless the acceptance by any Co-Tenant applies to the entire interest offered for sale. If said offer is accepted in its entirety, the Co-Tenant or Co-Tenants accepting said offer shall have an additional sixty (60) days in which to raise the funds necessary to net the terms of the offer. In any event, the Selling Co-Tenant may not sell its one-half (1/2) interest for a purchase price that exceeds the purchase price paid by the Selling Co-Tenant for its one-half (1/2) interest in the Co-Tenancy Property.

4.3. Transfer of a Co-Tenancy Interest. A Co-Tenant may not sell, transfer, assign or subject to a security interest such Co-Tenant's interest in the Co-Tenancy, the Co-Tenancy Property, or any part thereof except as provided herein. Any assignment or other transfer

Crystal Clearwater Partners and High Desert Partners, Co-Tenancy Agreement

April 19, 2010

contrary to this provision shall be void and of no effect.

4.4. Written Instrument. Any sale, assignment or transfer shall be made by written instrument, accompanied by such assurance of the genuineness and effectiveness of each signature. Before any assignment or other transfer is made, the transferor and/or transferee shall reimburse the Co-Tenancy for all expenses it has incurred, including, but not limited to, attorneys fees.

5. ARBITRATION

5.1. Dispute Between Co-Tenants. In the event of any dispute or disagreement between any of the Co-Tenants affecting the Co-Tenants' respective rights relating to this Agreement, or involving the interpretation or application of any of the terms, covenants or conditions of this Agreement, one Co-Tenant shall set forth that Co-Tenant's respective positions and disagreements in writing and give notice of the same to the other Co-Tenant(s). The Co-Tenants shall make a good faith effort to resolve the dispute or disagreement. If the dispute is not settled at the expiration of fifteen (15) days from the time such notice is received, then the entire matter shall be submitted to arbitration.

5.2. Voting Deadlock. In the event that there are an even number of Co-Tenants and a matter requiring a majority vote arises, if the Co-Tenants are unable to agree as to a decision regarding such matter, then, following the procedure set forth in the Section titled "Dispute Between Co-Tenants" above, the entire matter shall be submitted to arbitration.

5.3. Rules Governing Arbitration. The arbitrator shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure (or any equivalent successor statute that is applicable), except to the extent that the Co-Tenants may agree upon other rules. The arbitrator shall be bound to the strict interpretation and observation of the terms of this Agreement.

5.4. Arbitrator's Decision Binding. The arbitrator's decision shall be binding and conclusive on the Co-Tenants. The submission of a dispute to an arbitrator and the rendering of the arbitrator's decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrator may be rendered by any Superior Court having jurisdiction; or such Court may vacate, modify, or correct the award in accordance with the prevailing sections of the California Arbitration Act.

5.5. Cost of Arbitration. The costs and attorneys fees attributed to such arbitration shall be borne by the losing Co-Tenant or in such proportions as the arbitrator shall determine.

6. GENERAL PROVISIONS

6.1. Employees. The fact that a Co-Tenant or a member of the Co-Tenant is employed by, or is directly or indirectly interested in or connected with any firm or corporation employed by the Co-Tenancy to render or perform a service, or from whom or which the Co-Tenancy may buy merchandise or other property, or from whom or which the Co-Tenancy may lease or purchase real property, shall not prohibit the Co-Tenancy from executing a lease or purchase agreement with or employing any such person, firm or corporation or from otherwise dealing with the Co-Tenant or it in transactions entered into in good faith.

6.2. Notices. Any and all notices between the parties hereto, provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to a Co-Tenant, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Co-Tenant at 5186 Carroll Canyon Road, #100, San Diego, California, 92121, or to such other place as may from time to time be specified in a notice, given pursuant to this Section, at the address for service of notice on such Co-Tenant.

6.3. Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.4. Litigation. In the event of litigation between the parties for the judicial interpretation, enforcement or rescission of this Agreement or of any other contract relating to the Co-Tenancy or relating in any manner to Co-Tenancy affairs or this Agreement, the prevailing party shall be entitled to a judgment against the other(s) for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" means the party determined by the Court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered.

6.5. Document Execution. Each party hereto agrees to execute, with acknowledgment or affidavit if required, any and all documents and writings which may be necessary or expedient in the creation of this Co-Tenancy and the achievement of its purposes.

6.6. Representative Capacity. Anything herein to the contrary notwithstanding, during any period that any Co-Tenancy interest herein is subject to administration in an estate, guardianship or conservatorship, such interest shall be ignored in determining the consents or agreements required for the taking of any action by the Co-Tenancy, it being intended that the difficulty in obtaining consents or agreements from any person acting in such representative capacity shall not interfere with or impede the conduct of Co-Tenancy affairs.

6.7. Indemnity. If as a result of a Co-Tenants commission of an act not authorized by or in breach of this Agreement (such Co-Tenant is referred to herein as the "Breaching Co-Tenant"), any other Co-Tenant or the Co-Tenancy is made a party to any obligation or otherwise incurs any losses, damages or expenses, the Breaching Co-Tenant shall indemnify, hold harmless, defend and reimburse the Co-Tenancy or other Co-Tenant for any and all of such losses, damages and expenses incurred, including attorneys' fees. The interest of the Breaching Co-Tenant in this Co-Tenancy may be charged therefor.

6.8. Counterparts. This Agreement may be executed in any number of counterparts and, when so executed, all of such counterparts shall constitute a single instrument binding upon all parties hereto. Each Co-Tenant hereby authorizes the other Co-Tenants to remove the signature pages of this instrument from any counterpart copy and attach all such signature pages to a single instrument so that the signatures of all Co-Tenants will be physically attached to the one document.

6.9. Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Co-Tenants hereto.

6.10. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of California.

6.11. Amendment. This Agreement may be amended upon the written consent of a majority of the Co-Tenants.

6.12. Binding on Heirs and Assigns. All provisions of this Agreement shall extend to and bind, or inure to the benefit of not only the Co-Tenants, but to each and every one of their heirs, executors, representatives, successors, and assigns.

6.13. Captions. Captions in this Agreement are used for convenience or reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

6.14. Unenforceable Provisions. If any sentence or section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.15. Entire Agreement. This Agreement contains the entire agreement between the Co-Tenants relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

6.16. Exhibits. Any exhibits or addenda referred to herein and attached hereto are incorporated into this Agreement as though fully set forth herein.

This Agreement has been executed at San Diego County, California, as of the day and year first above indicated.

Crystal Clearwater Partners

By: 

Randi Coopersmith
its Signatory Partner

High Desert Partners

By: 

Linda S. Rauch
its Signatory Partner

EXHIBIT "A"

LEGAL DESCRIPTION OF THE CO-TENANCY PROPERTY

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LYON, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

All that certain real property being a portion of the SE ¼ of Section 21, T 20 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Parcel 3, as shown on the Final Map of TRUCKEE RIVER RANCH PHASE 1, recorded in the Official Records of Lyon County, Nevada on October 11, 2004, as Document No. 333030.

EXHIBIT 8

Page 1

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

In the Matter of: ---)

) File No. LA-04059-A

WFP SECURITIES CORP.)

WITNESS: Beverly Schuler

PAGES: 1 through 130

PLACE: Securities and Exchange Commission

5670 Wilshire Blvd., 11th Floor

Los Angeles, CA 90036

DATE: Thursday, April 26, 2012

The above-entitled matter came on for hearing, pursuant to notice, at 9:40 a.m.

Diversified Reporting Services, Inc.

(202) 467-9200

Exhibit 8 Page 49

Page 2		Page 4	
1	APPEARANCES:	1	PREVIOUSLY MARKED EXHIBITS: (Cont'd)
2		2	
3	On behalf of the Securities and Exchange Commission:	3	45 Statement of Agreement of 79
4	SARA KALIN, ESQ.	4	Partnership for Night Hawk Partners
5	U.S. Securities & Exchange Commission	5	46 Letter from Night Hawk Partners 75
6	5670 Wilshire Blvd., 11th Floor	6	to Jeff and Sheila Kaminski
7	Los Angeles, CA 90036	7	48 Co-tenancy agreement, Eagle 123
8	(323) 965-3860	8	View Partners, LLC
9		9	51 Spreadsheet 97
10	On behalf of the Witness:	10	
11	ERIC J. HOUGEN, ESQ.	11	
12	The Fletcher Building	12	
13	624 Broadway, Suite 303	13	
14	San Diego, CA 92101	14	
15	(619) 702-1000	15	
16		16	
17		17	
18		18	
19		19	
20		20	
21		21	
22		22	
23		23	
24		24	
25		25	

Page 3		Page 5	
1	CONTENTS	1	PROCEEDINGS
2		2	MS. KALIN: We're on the record at 9:42 a.m. on
3	WITNESS: EXAMINATION	3	April 26, 2012.
4	Beverly Schuler 5	4	Would you please raise your right hand?
5		5	Whereupon,
6	EXHIBITS: DESCRIPTION IDENTIFIED	6	BEVERLY SCHULER
7	49 Subpoena 7	7	was called as a witness and, having been first duly sworn, was
8	50 Background questionnaire 9	8	examined and testified as follows:
9	51 Spreadsheet 29	9	EXAMINATION
10	52 State of Nevada filing acknowledgement 40	10	BY MS. KALIN:
11	53 Compilation of Nevada state 41	11	Q Please state and spell your full name for the
12	filings for Night Hawk Partner	12	record.
13	54 Limited Liability company operating 89	13	A Beverly Schuler, B-e-v-e-r-l-y, S-c-h-u-l-e-r.
14	agreement for Night Hawk	14	Q My name is Sara Kalin, and I am an attorney for the
15	55 Purchase agreement 95	15	Office of Enforcement at the United States Securities and Exchange
16	56 11/29/02 letter from Chicago Title to Schuler 102	16	Commission. I'm also an officer of the Commission for purposes
17	57 Client investments 118	17	of this proceeding.
18	58 Escrow document 125	18	This is an investigation by the United States
19		19	Securities and Exchange Commission in the matter of WFP Securities
20	PREVIOUSLY MARKED EXHIBITS:	20	Corporation, Case No. LA-4059, to determine whether there have
21	1 SEC Form 1662 6	21	been violations of certain provisions of the Federal securities
22	23 Duties of a signatory partner 73	22	laws.
23	43 State of California Secretary of 48	23	The facts developed in this investigation, however,
24	State and Statement of Partnership Authority	24	might constitute violations of other Federal or state civil or
25		25	criminal laws.

Page 86

1 any persons or entities as an employee and/or an independent
2 contractor as CPA, accountant, computer consultant, and/or
3 bookkeeper to do all partnership accounting." And it sort of –
4 it goes on.

5 Did the partnerships hire people as accountant and
6 bookkeepers to do the partnership accounting?

7 A No.

8 Q No?

9 A They didn't hire specifically. But there are people
10 that do that on behalf of the partnership.

11 Q Okay. So there are bookkeepers and CPAs who do
12 accounting and bookkeeping on behalf of the partnerships?

13 A Accounting. Yes.

14 Q Okay. And were those people hired by – are those
15 people hired by the signatory partner?

16 A —I don't know.

17 Q Have you ever heard of a signatory partner hiring
18 these people?

19 A No.

20 Q Okay. Let's focus on the – near the bottom of the
21 page, under Section 4.3, Tax Matters Partner. And it says,
22 "Subject to the section titled General Partner's Right to
23 Control the Partnership, the signatory partner shall serve as
24 the tax matters partner for the partnership."

25 Do you know if the signatory partners generally served as

Page 87

1 the tax matters partner?

2 A I don't know. They sign the taxes at the end of the
3 year. That's –

4 Q But you don't know if they were specifically the tax
5 matters partner?

6 A This stated they are tax matters partner. No, I
7 don't.

8 Q All right. Let's flip to page 7, which is Bates
9 0029991. Under Section 5.2, Written Assent of Partners, it
10 says, "Any partner may request that an issue be decided by
11 written assent of the partners. The signatory partner shall
12 send notice of such issue to all partners at the addresses
13 listed in the most recent Exhibit A attached hereto. If the
14 signatory partner receives from the partners within three months
15 the necessary majority vote in writing, a partnership decision
16 shall be deemed to be made."

17 In your experience at Western, have partners ever
18 requested that an issue be decided by written assent?

19 A No.

20 Q And are you aware of a signatory partner ever
21 sending notice of any such request to the other partners?

22 A No.

23 Q In your experience at Western, did any of the note
24 partners ever default on their payments?

25 A Yes.

Page 88

1 Q And what happened when that happened?

2 A Nothing.

3 Q Nothing?

4 A No. They're still in default.

5 Q So they go into default, and then – and what
6 happens? Is any notice sent out or –

7 A We send out notices to that partner. You know,
8 you're in default. Please make arrangements for payment on your
9 note. That's as far as we've taken it to date.

10 Q Okay. So if a partner stops paying their notes,
11 nothing happens?

12 A Not right now, no.

13 Q Okay. Let's flip to page 9, which is Bates 29993.

14 Under Section 6.2.6, the second sentence says, "After notice of
15 default from the signatory partner, the allocation or
16 distribution to which such partner shall be entitled shall be
17 allocated or distributed to the remaining partners." And it
18 sort of goes on.

19 Did the signatory partners ever take care of sending out
20 notices of default?

21 A No.

22 Q And did any signatory partner ever authorize you as
23 their agent to send out a notice of default?

24 A No.

25 MR. HOUGEN: I guess I'll register just another objection

Page 89

1 for the record on here that I don't – to the extent, by
2 "authorized," you're trying to reach a legal conclusion as to
3 whether or not there was authorization, I would object for a
4 legal conclusion.

5 (SEC Exhibit 54 was marked for
6 identification.)

7 BY MS. KALIN:

8 Q Ms. Schuler, I'm handing you what's been marked as
9 Government Exhibit 54.

10 MR. HOUGEN: And I guess I might also just put on the
11 record, I know you need to get her best understanding of these
12 documents, and I want to let that be as free-flowing as
13 possible. I think we're bumping up against legal interpretation
14 of language in here. You know, you're quoting from the
15 document and then saying, was that authorized?

16 In my mind, sitting here, you know, those are things that
17 are two completely different worlds apart. And I want to allow
18 you to gather fact information from her, but, you know, to the
19 extent that's intended, my client is not in a position on either
20 the partnership or LLC – she's not an attorney and not in a
21 position to give any legal opinions as to whether the document
22 grants certain authority, whether other provisions might grant
23 the authority, or whether there might have been other actions or
24 other terms under which there might have been authority granted.

25 So I guess I'm – kind of depending on how much we're

Page 129

PROOFREADER'S CERTIFICATE

In the Matter of: WFP SECURITIES CORPORATION
Witness: Beverly Schuler
File Number: LA-04059-A
Date: Thursday, April 26, 2012
Location: Los Angeles, CA

This is to certify that I, Susan Davis,
(the undersigned), do hereby swear and affirm
that the attached proceedings before the U.S.
Securities and Exchange Commission were held
according to the record and that this is the
original, complete, true and accurate transcript
that has been compared to the reporting or recording
accomplished at the hearing.

S. Davis
(Proofreader's Name)

5.4.12
(Date)

130

REPORTER'S CERTIFICATE

I, Christopher B. Cutchall, reporter, hereby certify that the foregoing transcript of 128 pages is a complete, true and accurate transcript of the testimony indicated, held on 4.26.12, at Los Angeles, California, in the matter of:

WFP Securities Corp.

I further certify that this proceeding was recorded by me, and that the foregoing transcript has been prepared under my direction.

Date: 4.27.12

Official Reporter: Christopher B. Cutchall
Diversified Reporting Services, Inc.