

United States Bankruptcy Court
District of Arizona

In re: Mortgages Ltd.

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

Court ID (Court use only) _____

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferees hereby give notice pursuant to Rule 3001(c)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this notice.

Deborah A. Greiff (33.33 percent of total Claim)
Vicki L. Greiff (33.33 percent of total Claim)
Robert L. Greiff (33.33 percent of total Claim)

Greiff Investments Limited Partnership

Name and Address where notices to Transferees should be sent:

Court Record Address of Transferor
(Court Use Only)

Deborah A. Greiff
1425 Spruce Street
Berkeley, CA 94709-1436

Vicki L. Greiff
5690 N. Camino Arturo
Tucson, AZ 85718

Robert L. Greiff
297 Placitas N.W.
Albuquerque, NM 87107

Last Four Digits of Acct #: _____

Last Four Digits of Acct. # _____

Name and Address where Transferee payments should be sent (if different from above).

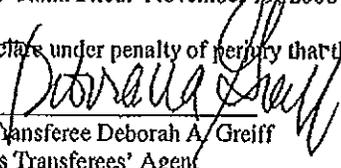
Name and Current Address of Transferor

Greiff Investments Limited Partnership
1425 Spruce Street
Berkeley, California 94709

Court Claim # (if known): 1095
Claim Amount: \$189,319.66
Deborah A. Greiff (33.33 percent of total Claim)
Vicki L. Greiff (33.33 percent of total Claim)
Robert L. Greiff (33.33 percent of total Claim)

Date Claim Filed: November 19, 2008

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
Transferee Deborah A. Greiff
as Transferees' Agent

Date: 12/23/2009

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

DEADLINE TO OBJECT TO TRANSFER

The Transferor of claim named above is advised that this Notice of Transfer of Claim Other Than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objections must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date:

CLERK OF COURT

Evidence of Transfer of Claim

**ASSIGNMENT OF MEMBERS INTEREST
AND AGREEMENT OF ASSIGNEE**

EFFECTIVE DATE: June 01, 2009
ASSIGNOR: Greiff Investments Limited Partnership, an Arizona Limited Partnership
Ms. Deborah Ann Greiff
1425 Spruce St.
Berkeley, CA 94709-1436

ASSIGNEE: Lory Robert Greiff, husband of Nancy Elizabeth Greiff, as his sole and separate property
Mr. Robert Greiff
297 Placitas Rd. NW
Albuquerque, NM

PURPOSE:

Assignor originally purchased one hundred twenty-five (125) members interests and a result of reinvestment, capital returned, and/or additional contribution now owns one hundred eighty-nine and 4,128/100,000 (189.04128) members interests (the "Interest") in MP122009, L.L.C., an Arizona limited liability company (the "Company"), formed pursuant to Articles of Organization filed with the Arizona Corporation Commission (the "Articles") and an Operating Agreement adopted by the members dated December 10, 2002 (the "Operating Agreement"). Assignor desires to assign sixty-three and 1,376/100,000 (63.01376) of Assignor's member interests (the "Interest") under the Operating Agreement to Assignee and to have Assignee substituted as a member under the Articles and Operating Agreement in the place and stead of Assignor as to the Interest, and Assignee is willing in consideration thereof to assume all of Assignor's obligations under the Operating Agreement as to the Interest.

AGREEMENTS:

1. Assignment and Substitution. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns all of its right, title and interest in the Interest and the right to any distributions of cash or property and any allocation of profit or loss provided for in the Operating Agreement, to Assignee, subject to the terms and conditions of this Agreement and the terms and conditions of the Operating Agreement. Upon satisfaction of the conditions precedent to assignment and substitution set forth below in Section 2, Assignee shall be substituted for Assignor as a member under the Operating Agreement, and Assignor shall relinquish to Assignee all of its rights as a member to the Interest.
2. Conditions Precedent to Assignment and Substitution. The substitution of Assignee as member under the Operating Agreement shall be subject to the following conditions:
 - (a) The filing of this Agreement with the Company;
 - (b) The written consent of the Managers of the Company (the "Managers");
 - (c) Execution by Assignor and Assignee of such other instruments as the Members may deem necessary of desirable to effect the substitution; and

(d) Payment by Assignor or Assignee of a transfer fee to the Company sufficient to cover the expenses incurred in connection with the assignment and substitution.

3. Disclaimer. Neither the Company nor any of its members shall bear any responsibility of any kind or nature with respect to the tax or other effects of this transaction to Assignor and Assignee.
4. Covenants, Representations and Warranties of Assignee.

4.1 Adoption of Agreement. Assignee hereby acknowledges receipt of a copy of the Operating Agreement and all amendments thereto (if any) and hereby agrees to assume all obligations of Assignor pursuant to and to be bound by and to act in accordance with, all of the terms and conditions of the Operating Agreement.

4.2 Warranties and Representations. Assignee hereby represents and warrants:

(a) That Assignee's acquisition of the Interest is made as a principal for its sole account for investment purposes only and not with a view toward the distribution or resale of all or any portion thereof and that under no circumstances will he sell, transfer or assign all or any portion of the Interest except in compliance with the provisions of the Operating Agreement.

(b) Assignee is aware of the restrictions on transfer of the Interest and that the Interest will at no time be freely transferable or be assignable otherwise than to a person or entity accepting similar restrictions on transferability.

(c) Assignee has no reason to anticipate any change in personal circumstances, financial or otherwise, which would cause him to sell or distribute or necessitate or require any sale or distribution of the Interest.

(d) Assignee is familiar with the nature of and risks attending investments in real estate and securities.

(e) Assignee is fully aware of the restrictions on resale of the interest under the Operating Agreement and the Securities Act of 1933, as amended (the "Act"), and Rules promulgated thereunder, and applicable state securities laws; in particular, he is aware that the Interest will not be registered under the Act at any time, will not at any time be freely transferable and that any sale thereof may have significant adverse tax consequences.

(f) Assignee will not, in any event, sell or distribute the Interest, or any portion thereof, unless in accordance with the terms and conditions of the Operating Agreement.

(g) Assignee is fully aware that the Interest was issued by the Company in reliance upon the exemption provided by Section 4(2) of the Act (and more particularly Regulation D thereunder), on the grounds that no public offering was involved, and upon representations, warranties and agreements as set forth above.

5. Power of Attorney.

5.1 Grant of Power. Assignor hereby irrevocably constitutes and appoints the Managers and each of them and any successor Manager, his true and lawful agent and attorney-in-fact (with full power in such attorney to substitute another attorney in such attorney's place and to revoke such substitution, to make, execute, swear to an acknowledge, amen, file record, deliver and publish in

the Assignee's name, place and stead in any manner which he could do if personally present to the extent permitted by law any one or more of the following:

- (a) Any amendments to the Operating Agreement required or deemed necessary under the laws of Arizona and any other state in which a certificate is required to be filed.
- (b) Any and all instruments or documents; (i) which the Managers may executed pursuant to the Operating Agreement; or (ii) that may be appropriate to reflect: (1) a change in the name or the location of the principal place of business of the Company (2) the disposition by a member of an interest in the Company or any part thereof; (3) the substitution or addition of a person becoming a member of the Company; (4) a distribution or reduction in the capital contribution of a member; (5) a change in the capital of the Company; (6) the enforcement by the Company of the rights granted pursuant to Section 11.1 or 11.2 or the Operating Agreement; and (7) the admission of any new member in accordance with the Operating Agreement; and any and all amendments thereto or modifications or restatements thereof.
- (c) All certificates and other instruments necessary to qualify or continue the Company as a Limited Liability Company in the jurisdiction where the Company may be doing business, including, but not limited to, an fictitious or assumed certificate required or permitted to be filed by or on behalf of the Company.
- (d) Any other instrument which is now or which may hereafter be required by law to be filed for or on behalf of the Company.
- (e) All documents and instruments which may be required to effect the dissolution and termination of the Company in accordance with the provisions of the Operating Agreement.
- (f) All such other documents or instruments, including, but not limited to, instruments of conveyance of any Company assets, which the Managers deem necessary or appropriate in the conduct of the Company's business.

5.2 Nature and Power. The foregoing grant of authority:

- (a) Is a special power of attorney coupled with an interest and is irrevocable and shall survive death, legal incapacity, bankruptcy, insolvency or dissolution of Assignee to the extent that the Assignee may legally contract for such survival; and may be exercised by a facsimile signature of one or more of the Managers or by listing the Managers for whom action is being taken pursuant to this power of attorney next and the signature of one or more of the Managers or on an exhibit to any document executed by one or more of the Managers pursuant to this power of attorney;
- (b) Shall survive the delivery of an assignment by the Assignee of the whole or any part of the Interest; provided, however, where any assignee of such Interest has been approved by the Managers as a Substitute Member, the foregoing power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the designated attorney-in-fact to execute, acknowledge and file any and all instruments necessary to effect such substitution.

5.3 Binding Effect of Attorney's Acts. The Assignee shall be bound by all representations of the Manager as his attorney-in-fact and hereby waives any and all defenses which may be available to him to contest, negate or disaffirm the actions of the Managers or their successors under this power of attorney, and hereby ratifies and confirms all acts which the Managers or their successors

thereunder, may take as attorney-in-fact hereunder in all respects as though performed by the Assignee.

5.4 Proof of Power of Attorney. The pages of this Assignment upon which this Section 5 is set forth and the pages hereof upon the Assignee's signature appears may be separated from the rest of this Assignment and may be recorded as evidence of the power and authority of the Managers and each of them and to exercise the power of attorney set forth herein.

6. General.

6.1 Waiver. The waiver or release by either party of performance by the other party under any of the terms of this Assignment shall not operate as a waiver or release of performance under other terms of this Assignment.

6.2 Additional Agreements. The parties shall each execute such agreements and other instruments as may be necessary to carry into effect the purposes of this Assignment.

6.3 Entire Agreement. This Assignment is an integration of all agreements of the parties hereto relevant to the subject matter of this Assignment and all prior discussions and negotiations are merged herein. This Assignment may be amended only by written amendment executed by the parties whose rights are affected by such amendment.

6.4 Construction. The parties shall be bound by the terms and conditions hereof which terms and conditions shall be construed in accordance with Arizona law.

6.5 Benefit. This Assignment shall bind and inure to the heirs, legal representatives, successors and assigns of the parties hereto.

6.6 Gender. In this Assignment, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

SEE ATTACHED PAGES FOR SIGNATURES

ASSIGNOR: Greiff Investments Limited Partnership, an Arizona Limited Partnership


By: Deborah Greiff
Its: General Partner

STATE OF WA)
)ss.
County of KING)

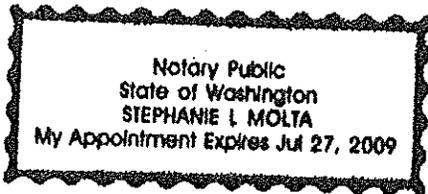
Date of acknowledgement 6/16/2009

Acknowledgement of Deborah Greiff

This instrument was acknowledged before me this date by the persons above subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.


Notary Public

My commission expires 7/27/2009



ASSIGNEE: Lory Robert Greiff, husband of Nancy Elizabeth Greiff, as his sole and separate property

Robert Greiff
Robert Greiff

STATE OF)
)ss.
County of)

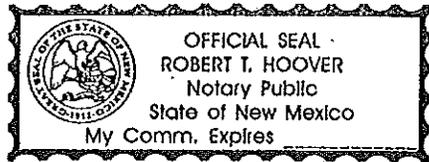
Date of acknowledgement 4/14/09

Acknowledgement of Robert Greiff

This instrument was acknowledged before me this date by the persons above subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

Robert T Hoover
Notary Public

My commission expires 9-25-2010



Evidence of Transfer of Claim

**ASSIGNMENT OF MEMBERS INTEREST
AND AGREEMENT OF ASSIGNEE**

EFFECTIVE DATE: June 01, 2009

ASSIGNOR: Greiff Investments Limited Partnership, an Arizona Limited Partnership
Ms. Deborah Ann Greiff
1425 Spruce St.
Berkeley, CA 94709-1436

ASSIGNEE: Vicki Greiff, Trustee of The Vicki L. Greiff Trust, dated May 30, 2008, and any amendments thereto
Dr. Vicki L. Greiff
5690 N. Camino Arturo
Tucson, AZ 85718

PURPOSE:

Assignor originally purchased one hundred twenty-five (125) members interests and a result of reinvestment, capital returned, and/or additional contribution now owns one hundred eighty-nine and 4,128/100,000 (189.04128) members interests (the "Interest") in MP122009, L.L.C., an Arizona limited liability company (the "Company"), formed pursuant to Articles of Organization filed with the Arizona Corporation Commission (the "Articles") and an Operating Agreement adopted by the members dated December 10, 2002 (the "Operating Agreement"). Assignor desires to assign sixty-three and 1,376/100,000 (63.01376) of Assignor's member interests (the "Interest") under the Operating Agreement to Assignee and to have Assignee substituted as a member under the Articles and Operating Agreement in the place and stead of Assignor as to the Interest, and Assignee is willing in consideration thereof to assume all of Assignor's obligations under the Operating Agreement as to the Interest.

AGREEMENTS:

1. Assignment and Substitution. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns all of its right, title and interest in the Interest and the right to any distributions of cash or property and any allocation of profit or loss provided for in the Operating Agreement, to Assignee, subject to the terms and conditions of this Agreement and the terms and conditions of the Operating Agreement. Upon satisfaction of the conditions precedent to assignment and substitution set forth below in Section 2, Assignee shall be substituted for Assignor as a member under the Operating Agreement, and Assignor shall relinquish to Assignee all of its rights as a member to the Interest.
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 - (a) The filing of this Agreement with the Company;
 - (b) The written consent of the Managers of the Company (the "Managers");
 - (c) Execution by Assignor and Assignee of such other instruments as the Members may deem necessary or desirable to effect the substitution; and

(d) Payment by Assignor or Assignee of a transfer fee to the Company sufficient to cover the expenses incurred in connection with the assignment and substitution.

3. Disclaimer. Neither the Company nor any of its members shall bear any responsibility of any kind or nature with respect to the tax or other effects of this transaction to Assignor and Assignee.

4. Covenants, Representations and Warranties of Assignee.

4.1 Adoption of Agreement. Assignee hereby acknowledges receipt of a copy of the Operating Agreement and all amendments thereto (if any) and hereby agrees to assume all obligations of Assignor pursuant to and to be bound by and to act in accordance with, all of the terms and conditions of the Operating Agreement.

4.2 Warranties and Representations. Assignee hereby represents and warrants:

(a) That Assignee's acquisition of the Interest is made as a principal for its sole account for investment purposes only and not with a view toward the distribution or resale of all or any portion thereof and that under no circumstances will he sell, transfer or assign all or any portion of the Interest except in compliance with the provisions of the Operating Agreement.

(b) Assignee is aware of the restrictions on transfer of the Interest and that the Interest will at no time be freely transferable or be assignable otherwise than to a person or entity accepting similar restrictions on transferability.

(c) Assignee has no reason to anticipate any change in personal circumstances, financial or otherwise, which would cause him to sell or distribute or necessitate or require any sale or distribution of the Interest.

(d) Assignee is familiar with the nature of and risks attending investments in real estate and securities.

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(g) Assignee is fully aware that the Interest was issued by the Company in reliance upon the exemption provided by Section 4(2) of the Act (and more particularly Regulation D thereunder), on the grounds that no public offering was involved, and upon representations, warranties and agreements as set forth above.

5. Power of Attorney.

5.1 Grant of Power. Assignor hereby irrevocably constitutes and appoints the Managers and each of them and any successor Manager, his true and lawful agent and attorney-in-fact (with full power in such attorney to substitute another attorney in such attorney's place and to revoke such substitution, to make, execute, swear to an acknowledge, amen, file record, deliver and publish in

the Assignee's name, place and stead in any manner which he could do if personally present to the extent permitted by law any one or more of the following:

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- (c) All certificates and other instruments necessary to qualify or continue the Company as a Limited Liability Company in the jurisdiction where the Company may be doing business, including, but not limited to, an fictitious or assumed certificate required or permitted to be filed by or on behalf of the Company.
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- (f) All such other documents or instruments, including, but not limited to, instruments of conveyance of any Company assets, which the Managers deem necessary or appropriate in the conduct of the Company's business.

5.2 Nature and Power. The foregoing grant of authority:

- (a) Is a special power of attorney coupled with an interest and is irrevocable and shall survive death, legal incapacity, bankruptcy, insolvency or dissolution of Assignee to the extent that the Assignee may legally contract for such survival; and may be exercised by a facsimile signature of one or more of the Managers or by listing the Managers for whom action is being taken pursuant to this power of attorney next and the signature of one or more of the Managers or on an exhibit to any document executed by one or more of the Managers pursuant to this power of attorney;
- (b) Shall survive the delivery of an assignment by the Assignee of the whole or any part of the Interest; provided, however, where any assignee of such Interest has been approved by the Managers as a Substitute Member, the foregoing power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the designated attorney-in-fact to execute, acknowledge and file any and all instruments necessary to effect such substitution.

5.3 Binding Effect of Attorney's Acts. The Assignee shall be bound by all representations of the Manager as his attorney-in-fact and hereby waives any and all defenses which may be available to him to contest, negate or disaffirm the actions of the Managers or their successors under this power of attorney, and hereby ratifies and confirms all acts which the Managers or their successors

thereunder, may take as attorney-in-fact hereunder in all respects as though performed by the Assignee.

5.4 Proof of Power of Attorney. The pages of this Assignment upon which this Section 5 is set forth and the pages hereof upon the Assignee's signature appears may be separated from the rest of this Assignment and may be recorded as evidence of the power and authority of the Managers and each of them and to exercise the power of attorney set forth herein.

6. General.

6.1 Waiver. The waiver or release by either party of performance by the other party under any of the terms of this Assignment shall not operate as a waiver or release of performance under other terms of this Assignment.

6.2 Additional Agreements. The parties shall each execute such agreements and other instruments as may be necessary to carry into effect the purposes of this Assignment.

6.3 Entire Agreement. This Assignment is an integration of all agreements of the parties hereto relevant to the subject matter of this Assignment and all prior discussions and negotiations are merged herein. This Assignment may be amended only by written amendment executed by the parties whose rights are affected by such amendment.

6.4 Construction. The parties shall be bound by the terms and conditions hereof which terms and conditions shall be construed in accordance with Arizona law.

6.5 Benefit. This Assignment shall bind and inure to the heirs, legal representatives, successors and assigns of the parties hereto.

6.6 Gender. In this Assignment, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

SEE ATTACHED PAGES FOR SIGNATURES

ASSIGNOR: Greiff Investments Limited Partnership, an Arizona Limited Partnership

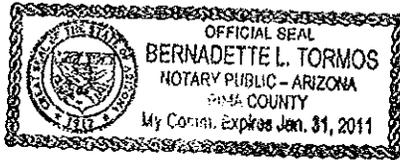
Signature

ASSIGNEE: Vicki Greiff, Trustee of The Vicki L. Greiff Trust, dated May 30, 2008, and any amendments thereto

Vicki L. Greiff, trustee

By: Vicki L. Greiff
Its: Trustee

STATE OF ARIZONA)
 Pima)ss.
County of Maricopa)



Date of acknowledgement June 4, 2009

Acknowledgement of Vicki L. Greiff

This instrument was acknowledged before me this date by the persons above subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

Bernadette L. Tormos
Notary Public

My commission expires Jan 31, 2011

ASSIGNOR: Greiff Investments Limited Partnership, an Arizona Limited Partnership

Deborah Greiff
By: Deborah Greiff
Its: General Partner

STATE OF WA)
)ss.
County of KING)

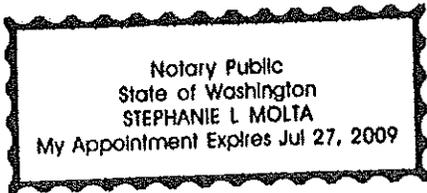
Date of acknowledgement 6/16/2009

Acknowledgement of Deborah Greiff

This instrument was acknowledged before me this date by the persons above subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

Stephanie Molta
Notary Public

My commission expires 7/27/2009



Evidence of Transfer of Claim

**ASSIGNMENT OF MEMBERS INTEREST
AND AGREEMENT OF ASSIGNEE**

EFFECTIVE DATE: June 01, 2009

ASSIGNOR: Greiff Investments Limited Partnership, an Arizona Limited Partnership
Ms. Deborah Ann Greiff
1425 Spruce St.
Berkeley, CA 94709-1436

ASSIGNEE: Deborah Ann Greiff, a single woman
Ms. Deborah Ann Greiff
1425 Spruce St.
Berkeley, CA 94709-1436

PURPOSE:

Assignor originally purchased one hundred twenty-five (125) members interests and a result of reinvestment, capital returned, and/or additional contribution now owns one hundred eighty-nine and 4,128/100,000 (189.04128) members interests (the "Interest") in MP122009, L.L.C., an Arizona limited liability company (the "Company"), formed pursuant to Articles of Organization filed with the Arizona Corporation Commission (the "Articles") and an Operating Agreement adopted by the members dated December 10, 2002 (the "Operating Agreement"). Assignor desires to assign sixty-three and 1,376/100,000 (63.01376) of Assignor's member interests (the "Interest") under the Operating Agreement to Assignee and to have Assignee substituted as a member under the Articles and Operating Agreement in the place and stead of Assignor as to the Interest, and Assignee is willing in consideration thereof to assume all of Assignor's obligations under the Operating Agreement as to the Interest.

AGREEMENTS:

1. Assignment and Substitution. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns all of its right, title and interest in the Interest and the right to any distributions of cash or property and any allocation of profit or loss provided for in the Operating Agreement, to Assignee, subject to the terms and conditions of this Agreement and the terms and conditions of the Operating Agreement. Upon satisfaction of the conditions precedent to assignment and substitution set forth below in Section 2, Assignee shall be substituted for Assignor as a member under the Operating Agreement, and Assignor shall relinquish to Assignee all of its rights as a member to the Interest.
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 - (a) The filing of this Agreement with the Company;
 - (b) The written consent of the Managers of the Company (the "Managers");
 - (c) Execution by Assignor and Assignee of such other instruments as the Members may deem necessary or desirable to effect the substitution; and

(d) Payment by Assignor or Assignee of a transfer fee to the Company sufficient to cover the expenses incurred in connection with the assignment and substitution.

3. Disclaimer. Neither the Company nor any of its members shall bear any responsibility of any kind or nature with respect to the tax or other effects of this transaction to Assignor and Assignee.
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4.1 Adoption of Agreement. Assignee hereby acknowledges receipt of a copy of the Operating Agreement and all amendments thereto (if any) and hereby agrees to assume all obligations of Assignor pursuant to and to be bound by and to act in accordance with, all of the terms and conditions of the Operating Agreement.

4.2 Warranties and Representations. Assignee hereby represents and warrants:

(a) That Assignee's acquisition of the Interest is made as a principal for its sole account for investment purposes only and not with a view toward the distribution or resale of all or any portion thereof and that under no circumstances will he sell, transfer or assign all or any portion of the Interest except in compliance with the provisions of the Operating Agreement.

(b) Assignee is aware of the restrictions on transfer of the Interest and that the Interest will at no time be freely transferable or be assignable otherwise than to a person or entity accepting similar restrictions on transferability.

(c) Assignee has no reason to anticipate any change in personal circumstances, financial or otherwise, which would cause him to sell or distribute or necessitate or require any sale or distribution of the Interest.

(d) Assignee is familiar with the nature of and risks attending investments in real estate and securities.

(e) Assignee is fully aware of the restrictions on resale of the interest under the Operating Agreement and the Securities Act of 1933, as amended (the "Act"), and Rules promulgated thereunder, and applicable state securities laws; in particular, he is aware that the Interest will not be registered under the Act at any time, will not at any time be freely transferable and that any sale thereof may have significant adverse tax consequences.

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(g) Assignee is fully aware that the Interest was issued by the Company in reliance upon the exemption provided by Section 4(2) of the Act (and more particularly Regulation D thereunder), on the grounds that no public offering was involved, and upon representations, warranties and agreements as set forth above.

5. Power of Attorney.

5.1 Grant of Power. Assignor hereby irrevocably constitutes and appoints the Managers and each of them and any successor Manager, his true and lawful agent and attorney-in-fact (with full power in such attorney to substitute another attorney in such attorney's place and to revoke such substitution, to make, execute, swear to an acknowledge, amen, file record, deliver and publish in

the Assignee's name, place and stead in any manner which he could do if personally present to the extent permitted by law any one or more of the following:

- (a) Any amendments to the Operating Agreement required or deemed necessary under the laws of Arizona and any other state in which a certificate is required to be filed.
- (b) Any and all instruments or documents; (i) which the Managers may executed pursuant to the Operating Agreement; or (ii) that may be appropriate to reflect: (1) a change in the name or the location of the principal place of business of the Company (2) the disposition by a member of an interest in the Company or any part thereof; (3) the substitution or addition of a person becoming a member of the Company; (4) a distribution or reduction in the capital contribution of a member; (5) a change in the capital of the Company; (6) the enforcement by the Company of the rights granted pursuant to Section 11.1 or 11.2 or the Operating Agreement; and (7) the admission of any new member in accordance with the Operating Agreement; and any and all amendments thereto or modifications or restatements thereof.
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- (d) Any other instrument which is now or which may hereafter be required by law to be filed for or on behalf of the Company.
- (e) All documents and instruments which may be required to effect the dissolution and termination of the Company in accordance with the provisions of the Operating Agreement.
- (f) All such other documents or instruments, including, but not limited to, instruments of conveyance of any Company assets, which the Managers deem necessary or appropriate in the conduct of the Company's business.

5.2 Nature and Power. The foregoing grant of authority:

- (a) Is a special power of attorney coupled with an interest and is irrevocable and shall survive death, legal incapacity, bankruptcy, insolvency or dissolution of Assignee to the extent that the Assignee may legally contract for such survival; and may be exercised by a facsimile signature of one or more of the Managers or by listing the Managers for whom action is being taken pursuant to this power of attorney next and the signature of one or more of the Managers or on an exhibit to any document executed by one or more of the Managers pursuant to this power of attorney;
- (b) Shall survive the delivery of an assignment by the Assignee of the whole or any part of the Interest; provided, however, where any assignee of such Interest has been approved by the Managers as a Substitute Member, the foregoing power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the designated attorney-in-fact to execute, acknowledge and file any and all instruments necessary to effect such substitution.

5.3 Binding Effect of Attorney's Acts. The Assignee shall be bound by all representations of the Manager as his attorney-in-fact and hereby waives any and all defenses which may be available to him to contest, negate or disaffirm the actions of the Managers or their successors under this power of attorney, and hereby ratifies and confirms all acts which the Managers or their successors

thereunder, may take as attorney-in-fact hereunder in all respects as though performed by the Assignee.

5.4 Proof of Power of Attorney. The pages of this Assignment upon which this Section 5 is set forth and the pages hereof upon the Assignee's signature appears may be separated from the rest of this Assignment and may be recorded as evidence of the power and authority of the Managers and each of them and to exercise the power of attorney set forth herein.

6. General.

6.1 Waiver. The waiver or release by either party of performance by the other party under any of the terms of this Assignment shall not operate as a waiver or release of performance under other terms of this Assignment.

6.2 Additional Agreements. The parties shall each execute such agreements and other instruments as may be necessary to carry into effect the purposes of this Assignment.

6.3 Entire Agreement. This Assignment is an integration of all agreements of the parties hereto relevant to the subject matter of this Assignment and all prior discussions and negotiations are merged herein. This Assignment may be amended only by written amendment executed by the parties whose rights are affected by such amendment.

6.4 Construction. The parties shall be bound by the terms and conditions hereof which terms and conditions shall be construed in accordance with Arizona law.

6.5 Benefit. This Assignment shall bind and inure to the heirs, legal representatives, successors and assigns of the parties hereto.

6.6 Gender. In this Assignment, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

SEE ATTACHED PAGES FOR SIGNATURES

ASSIGNOR: Greiff Investments Limited Partnership, an Arizona Limited Partnership

Deborah Greiff
By: Deborah Greiff
Its: General Partner

ASSIGNEE: Deborah Ann Greiff, a single woman

Deborah Ann Greiff
Deborah Ann Greiff

STATE OF Washington)
)ss.
County of King)

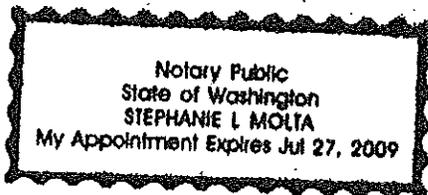
Date of acknowledgement 6/5/09

Acknowledgement of Deborah Ann Greiff

This instrument was acknowledged before me this date by the persons above subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

Stephanie Molta
Notary Public

My commission expires 7/27/09



This form is intentionally blank.

The notice is scheduled to be processed by the Bankruptcy Noticing Center (BNC).

Refer to the BNC Certificate of Service entry to view the actual form.

Notice Recipients

District/Off: 0970-2
Case: 2:08-bk-07465-RJH

User: gaarek
Form ID: trc

Date Created: 12/31/2009
Total: 1

Recipients submitted to the BNC (Bankruptcy Noticing Center):

7711718 Greiff Investments Limited Partnership c/o Daniel P. Collins Collins, May, Potenza, Baran
& Gillespie 201 N. Central Ave., Suite 2210 Phoenix, AZ 85004-0022

TOTAL: 1