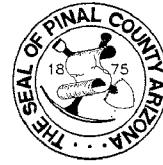


2/5

WHEN RECORDED, MAIL TO:



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE

COMMERCIAL

Michael Wick
578 Washington Blvd. #909
Marina Del Rey, CA 90292

DATE/TIME: 12/30/2010 1700
FEE: \$18.00
PAGES: 10
FEE NUMBER: 2010-120784



Escrow No. CT1022883-2947

DEED IN LIEU OF FORECLOSURE
(DEED OF TRUST)

Chicago Title Insurance Company

Recorded at the request of:

Chicago Title

When recorded, mail to:

Chicago Title

2390 E Camelback Rd, Suite 325

Phoenix, AZ 85016

Escrow No.: CT1022883-CT2947

Space above this line for Recorder's Use

APN: 107-24-010; 013; 014; 015; 017; 023; 024; 037, 038;
039

EXEMPT UNDER A.R.S. 11-1134 B1

**DEED IN LIEU OF FORECLOSURE
(Deed of Trust)**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I or we,

D & B Tuition, LLC, a Colorado limited liability company

("Grantor") grants and conveys to

Gold Canyon 60 Acres, LLC, an Arizona limited liability company

("Grantee") the following real property located in Pinal, Arizona:

Lots 10, 13, 14, 15, 17, 23, 24, 37, 38, and 39, of EL MIRADOR AT SUPERSTITION MOUNTAIN, according to plat recorded in Cabinet C, Page 176 and Certificate of Correction recorded January 25, 2001 in Fee No. 2001-003237, records of Pinal County, Arizona;

EXCEPT all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, fossils, fertilizer of every name and description, and

EXCEPT all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, as set forth in Section 37, 231, A.R.S. ("Property").

Grantor warrants title to the Property subject to the matters set forth in Grantor's policy of title insurance. Grantor also warrants by executing this deed, and Grantee agrees by accepting this deed, the following:

1. That the consideration for the execution of this deed consists of:
 - (a) Partial Release of the record of the Deed of Trust executed by Grantor, as Trustor, to Grantee, as Beneficiary, dated the 15th day of July, 2009 and recorded in the office of the Pinal County Recorder in Fee Number 2009-098648 against the Property herein described.
2. That the total consideration for the execution of this deed is equal to and represents the fair value of the Property and includes the fair and reasonable value of Grantor's interest in the Property.
3. This deed is executed voluntarily and not as a result of duress or threats of any kind, and is not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.
4. This deed is not given as security for the payment or repayment of money or indebtedness or as security of any kind or nature, and there is no agreement or understanding, oral or written, between Grantor and Grantee, or any other person, with respect to a reconveyance of the Property to Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from the Property by sale or otherwise.
5. Possession of the Property has been surrendered and delivered to Grantee and Grantor intends by this deed to vest the absolute and unconditional title to the Property in Grantee and forever to estop and bar Grantor and Grantor's heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity or in possession or in expectancy, in and to the Property.

SIGNATURE PAGE ATTACHED TO AND MADE A PART OF THE DEED IN LIEU OF FORECLOSURE (DEED OF TRUST)

Dated: December 23 2010

GRANTOR:

D & B Tuition, LLC, a Colorado limited liability company

By: RICHARD BIEGEL
Name: SOLE MEMBER
Its: SOLE MEMBER

Grantee:

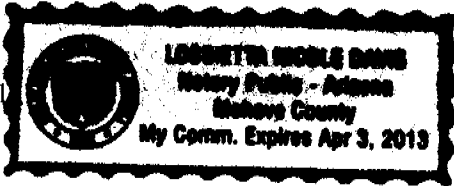
Gold Canyon 60 Acres, LLC, an Arizona limited liability company

By: Accredited Investors, L.L.C, an Arizona limited liability company
Its: Member

By: _____
Name: Michael J. Wick
Its: Manager/Member

State of ARIZONA
County of MOHAVE

The foregoing document was acknowledged before me this 23rd day of December, 2010, by RICHARD BIEGEL SOLE MEMBER of D & B Tuition, LLC, a Colorado limited liability company.



(Seal)

SIGNED IN COUNTERPART
[Signature]
Notary Public

State of _____
County of _____

The foregoing document was acknowledged before me this _____ day of December, 2010, by Michael J. Wick, Manager/Member of Accredited Investors, L.L.C., an Arizona limited liability company, the Member of Gold Canyon 60 Acres, L.L.C., an Arizona limited liability company.

(Seal)

Notary Public

**SIGNATURE PAGE ATTACHED TO AND MADE A PART OF THE
DEED IN LIEU OF FORECLOSURE (DEED OF TRUST)**

Dated: December 23, 2010

GRANTOR:

D & B Tuition, LLC, a Colorado limited liability company

By: _____
Name: _____
Its: _____

Grantee:

Gold Canyon 60 Acres, LLC, an Arizona limited liability company

By: Accredited Investors, L.L.C, an Arizona limited liability company
Its: Member

By: _____
Name: Michael J. Wick
Its: Manager/Member

SIGNED IN COUNTERPART

State of _____

County of _____

The foregoing document was acknowledged before me this _____ day of December, 2010, by _____ of D & B Tuition, LLC, a Colorado limited liability company.

(Seal)

Notary Public

State of _____

County of _____

The foregoing document was acknowledged before me this _____ day of December, 2010, by Michael J. Wick, Manager/Member of Accredited Investors, L.L.C., an Arizona limited liability company, the Member of Gold Canyon 60 Acres, L.L.C., an Arizona limited liability company.

(Seal)

Notary Public

*Please see Attached
-CTM
12-22-2010*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

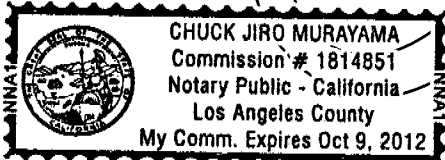
State of California

County of Los Angeles

On Dec. 22, 2010 before me, Chuck Jiro Murayama, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael J. Wick
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify, under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed in Lien of Foreclosure

Document Date: Dec. 22, 2010 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael J Wick

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Manager / Member

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Accredited Investors, LLC

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

ESTOPPEL AFFIDAVIT

(Deed in Lieu)

STATE OF ARIZONA)
COUNTY OF MOHAVE) ss

The undersigned as legal representative for D & B Tuition, LLC, a Colorado limited liability company, being duly and separately sworn, deposes and says:

That they are the parties who made, executed and delivered the Deed in Lieu to Gold Canyon 60 Acres, LLC, an Arizona limited liability company, dated December 23, 2010, conveying the following property:

Lots 10, 13, 14, 15, 17, 23, 24, 37, 38, and 39, of EL MIRADOR AT SUPERSTITION MOUNTAIN, according to plat recorded in Cabinet C, Page 176 and Certificate of Correction recorded January 25, 2001 in Fee No. 2001-003237, records of Pinal County, Arizona;

EXCEPT all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, fossils, fertilizer of every name and description, and

EXCEPT all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, as set forth in Section 37, 231, A.R.S.

That the Deed in Lieu was an absolute conveyance of the title to the Property to the grantee named in the Deed in Lieu and was not and is not intended as a mortgage, deed of trust, or security of any kind.

That possession of the Property has been surrendered to the grantee.

That the consideration for the Deed in Lieu was payment to the grantor of the sum of ZERO DOLLARS (\$0.00) by the grantee, receipt for which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs and charges existing pursuant to the terms of a mortgage, deed of trust, or agreement for sale covering the Property from Gold Canyon 60 Acres, LLC, an Arizona limited liability company to D & B Tuition, LLC, a Colorado limited liability company dated July 15, 2009.

That grantee has partially cancelled of record the mortgage, deed of trust, or agreement for sale covering the Property.

That the Deed in Lieu and conveyance were made by these affiants as the result of their request that the grantee accept the Deed in Lieu and was their free and voluntary act for the fair market value of the Property.

That the Deed in Lieu was not given as a preference against any other creditors of the affiants and that at the time the Deed in Lieu was given there were no other persons, firms or corporations, other than grantee, interested in the Property.

That these affiants are solvent and have no other creditors whose rights would be prejudiced by this Deed in Lieu.

That in executing the Deed in Lieu, the affiants were not acting under any duress, undue influence, misapprehension or misrepresentation by the grantee in the Deed in Lieu and that it was the intention of these affiants as grantors in the Deed in Lieu to convey to the grantee all their right, title and interest in and to the Property.

That affiants will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or hereafter instituted, to the truth of the facts set forth in this Estoppel Certificate.

This affidavit is made for the protection and benefit of the grantee in the Deed in Lieu, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Property, and shall bind the respective heirs, executors, administrators and assigns of the undersigned affiants.

SIGNATURE AND NOTARY ACKNOWLEDGMENT(S) TO
ESTOPPEL AFFIDAVIT (DEED IN LIEU)

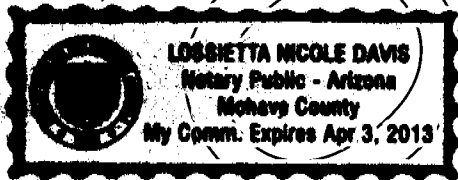
Dated: December 23, 2010

D & B Tuition, LLC, a Colorado Limited liability company

By: [Signature]
Name: RICHARD BUEGEL
Its: SOLE MEMBER

STATE OF ARIZONA
COUNTY OF MOHAVE) ss.

The foregoing instrument was subscribed and sworn to before me this 23rd day of December, 2010 by RICHARD BUEGEL / SOLE MEMBER of D & B Tuition, LLC, a Colorado limited liability company.



[Signature]
Notary Public

ESTOPPEL ACCEPTED AND APPROVED:

Gold Canyon 60 Acres, L.L.C., an Arizona limited liability company

By: Accredited Investors, L.L.C., an Arizona limited liability company
Its: Member

By: Michael J. Wick, Manager/Member

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was subscribed and sworn to before me this _____ day of December, 2010 by Michael J. Wick, Manager/Member of Accredited Investors, L.L.C., an Arizona limited liability company, the Member of Gold Canyon 60 Acres, L.L.C., an Arizona limited liability company.

Notary Public

SIGNED-IN COUNTERPART

ESTOPPEL AFFIDAVIT

(Deed in Lieu)

STATE OF California)
)
COUNTY OF Los Angeles) ss

The undersigned as legal representative for D & B Tuition, LLC, a Colorado limited liability company, being duly and separately sworn, deposes and says:

That they are the parties who made, executed and delivered the Deed in Lieu to Gold Canyon 60 Acres, LLC, an Arizona limited liability company, dated December 23, 2010, conveying the following property:

Lots 10, 13, 14, 15, 17, 23, 24, 37, 38, and 39, of EL MIRADOR AT SUPERSTITION MOUNTAIN, according to plat recorded in Cabinet C, Page 176 and Certificate of Correction recorded January 25, 2001 in Fee No. 2001-003237, records of Pinal County, Arizona;

EXCEPT all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, fossils, fertilizer of every name and description, and

EXCEPT all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, as set forth in Section 37, 231, A.R.S.

That the Deed in Lieu was an absolute conveyance of the title to the Property to the grantee named in the Deed in Lieu and was not and is not intended as a mortgage, deed of trust, or security of any kind.

That possession of the Property has been surrendered to the grantee.

That the consideration for the Deed in Lieu was payment to the grantor of the sum of ZERO DOLLARS (\$0.00) by the grantee, receipt for which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs and charges existing pursuant to the terms of a mortgage, deed of trust, or agreement for sale covering the Property from Gold Canyon 60 Acres, LLC, an Arizona limited liability company to D & B Tuition, LLC, a Colorado limited liability company dated July 15, 2009.

That grantee has partially cancelled of record the mortgage, deed of trust, or agreement for sale covering the Property.

That the Deed in Lieu and conveyance were made by these affiants as the result of their request that the grantee accept the Deed in Lieu and was their free and voluntary act for the fair market value of the Property.

That the Deed in Lieu was not given as a preference against any other creditors of the affiants and that at the time the Deed in Lieu was given there were no other persons, firms or corporations, other than grantee, interested in the Property.

That these affiants are solvent and have no other creditors whose rights would be prejudiced by this Deed in Lieu.

That in executing the Deed in Lieu, the affiants were not acting under any duress, undue influence, misapprehension or misrepresentation by the grantee in the Deed in Lieu and that it was the intention of these affiants as grantors in the Deed in Lieu to convey to the grantee all their right, title and interest in and to the Property.

That affiants will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or hereafter instituted, to the truth of the facts set forth in this Estoppel Certificate.

This affidavit is made for the protection and benefit of the grantee in the Deed in Lieu, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Property, and shall bind the respective heirs, executors, administrators and assigns of the undersigned affiants.

INITIALS

**SIGNATURE AND NOTARY ACKNOWLEDGMENT(S) TO
ESTOPPEL AFFIDAVIT (DEED IN LIEU)**

Dated: December 23, 2010

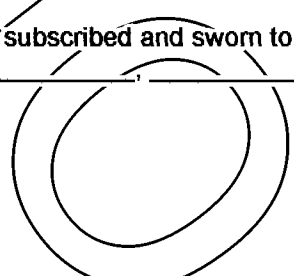
D & B Tuition, LLC, a Colorado Limited liability company

By: _____
Name: _____
Its: _____

SIGNED IN COUNTERPART

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was subscribed and sworn to before me this _____ day of December, 2010 by _____ of D & B Tuition, LLC, a Colorado limited liability company.



Notary Public

ESTOPPEL ACCEPTED AND APPROVED:

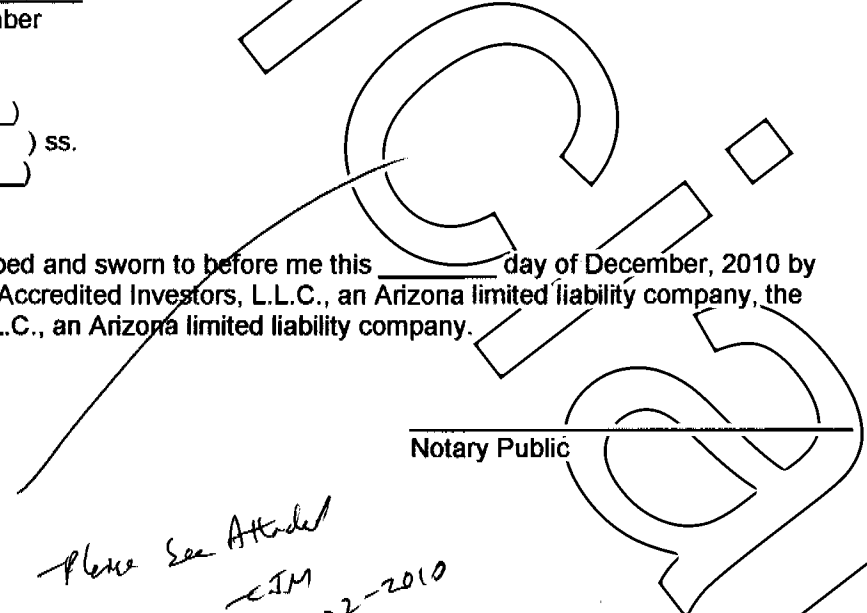
Gold Canyon 60 Acres, L.L.C., an Arizona limited liability company

By: Accredited Investors, L.L.C., an Arizona limited liability company
Its: Member

By: _____
Michael J. Wick, Manager/Member

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was subscribed and sworn to before me this _____ day of December, 2010 by Michael J. Wick, Manager/Member of Accredited Investors, L.L.C., an Arizona limited liability company, the Member of Gold Canyon 60 Acres, L.L.C., an Arizona limited liability company.



Notary Public

*Please See Attached
-CIM
-12-22-2010*

INITIALS

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

22 day of December, 2010, by
Date Month Year

(1) Michael J. Wick
Name of Signer

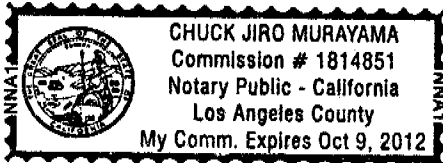
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Estoppel Affidavit

Document Date: 12-22-2010 Number of Pages: 2

Signer(s) Other Than Named Above: _____

