

1 **Guttilla Murphy Anderson**
Ariz. Firm No. 00133300
2 **Patrick M. Murphy** (Ariz. No. 002964)
City North
5415 E. High St., Suite 200
3 Phoenix, Arizona 85054
Email: pmurphy@gamlaw.com
4 Phone: (480) 304-8300
Fax: (480) 304-8301

5 Attorneys for the Receiver

6 IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
7
8 IN AND FOR THE COUNTY OF MARICOPA

9 STATE OF ARIZONA ex rel. LAUREN)
KINGRY, Superintendent of the Arizona)
Department of Financial Institutions,)

10 Plaintiff,)

11 v.)

12 LANDMARC CAPITAL &)
INVESTMENT COMPANY,)

13 Defendant.)
14)
15)
16)
17)
18)
19)
20)
21)

Cause No. CV2009-020595

ORDER RE: PETITION NO. 23

(Assigned to Judge Sam Myers)

22 The Receiver having filed *Petition No. 23*, and the Court having considered same, and
23 it appearing to the Court that the matters requested by *Petition No. 23* are reasonable, just and
24 appropriate:

25 NOW, THEREFORE, IT IS HEREBY ORDERED:

26 1. Declaring that the loan proceeds paid to the Receiver in satisfaction of the loan
27 previously made by Landmarc Capital & Investment Company to the Phoenix Jewish
28 Community Kivel Nursing Home, an Arizona non-profit corporation (“Kivel Loan”) are

1 beneficially owned by R.V. and D.J. Hicklin Trust, Sandra S. Fuller Revocable Trust, Burton
2 S. Kruglick Trust, and Kay Investments, LLC in the percentages set forth in *Petition No. 23*.

3 2. Authorizing Thomas J. Giallanza, on behalf of Landmarc Capital & Investment
4 Company as its Deputy Receiver and on behalf of Landmarc Capital Partners, LLC in his
5 capacity as Deputy Receiver of Landmarc Capital & Investment Company as the Manager of
6 Landmarc Capital Partners, LLC, to execute such releases, reconveyances and other
7 documents as may be necessary to vest fee title in the real property which was the security to
8 the Kivel Loan in the name of Phoenix Jewish Community Kivel Nursing Home, an Arizona
9 non-profit corporation.

10 3. Distribute the proceeds from the pay off of the Kivel Loan presently held in
11 Landmarc's trust account as follows:

- 12 a. To Landmarc Capital & Investment Company the sum of \$1,000.00
13 representing expenses relating to this loan due to Landmarc;
- 14 b. To the Burton Kruglick Trust \$27,472.53 as its share of the May 2009
15 principal repayment that was not previously disbursed;
- 16 c. The balance of funds as follows:
 - 17 (1) \$333,060.71 to R.V. and D.J. Hicklin Trust;
 - 18 (1) \$112,060.71 to Sandra S. Fuller Revocable Trust;
 - 19 (1) \$148,026.98 to Burton S. Kruglick Trust; and

20

21

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

(1) \$80,274.02 to Kay Investments, LLC upon final resolution of any claim by the Receiver against Kay Investments, LLC.

Dated this ___ day of _____, 2010.

Judge of the Superior Court

1157-001(95948)