

April 11, 2001 at the offices of Ulmer & Berne, 600 Vine Street Suite 2800, Cincinnati Ohio and continuing from day to day until completed.

Pursuant to FRCP Rule 34, notice is hereby given that the Deponent is requested to produce at the taking of said deposition and to permit the Plaintiff to inspect and copy of all of the following documents and tangible things which are in the possession, custody or control of Defendant or any of her agents or principals:

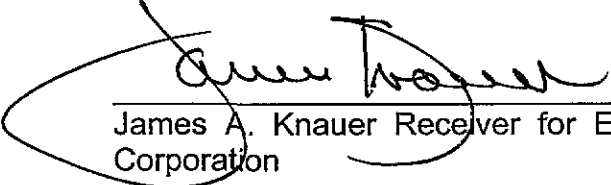
1. Your ownership of the real estate located at 3566 West Legendary Run (the "Real Estate")
2. The source of all funds you used to acquire your ownership interest in the Real Estate;
3. Any records pertaining to any dealings with any of the following entities:

See Attached Exhibit "B"

4. Any records pertaining to any mortgage indebtedness against the Real Estate;
5. Any records pertaining to the attached Lease Purchase Agreement (Exhibit "C")

Fail not under penalty of law.

Sworn to before me and subscribed to in my presence this 6th day of April, 2001



James A. Knauer Receiver for Eleven Eighty-Five,
Corporation

Attachment to Non-Party Subpoena

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to lost earnings and reasonable attorney's fees.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible thing or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena a written objection to inspection or copying of any and all of the designated materials of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that subject to the provision of clause (c)(3)(b)(iii) of this rule such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information; or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party; or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial. The court may to protect a person subject to or affected by the subpoena quash or modify the subpoena or if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated. The court may order appearance or production only upon specified conditions.

(D) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2)

When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

AFFIDAVIT OF SERVICE

I, _____ after being duly sworn, state that I am and at all times during the service of the foregoing subpoena was, not less than 18 years of age and not a party to the matter concerning which service was made. I further certify that the service of this notice was made upon Sharon Westerkamp on _____, 2001 via personal service

Under penalty of perjury, I declare that the foregoing is true and correct and is based on personal knowledge.

Date: _____, 2001

Signature

Brett R. Fleitz, Esq.
Kroger, Gardis & Regas
111 Monument Circle, Suite 900
Indianapolis, Indiana 46204-5125
317-692-9000

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Affidavit and who, having been duly sworn, under the penalties of perjury, stated that the facts and matters therein set forth are true and correct.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2001.

My Commission Expires:

Notary Public

County of Residence:

Printed

EXHIBIT "B"

(NAMES USED BY WELLINGTON COMPANIES)

- Castlerock Consulting, LLC
- Guardian First Limited, Inc.
(Nevada Corporation)
- Guardian First Limited, Inc.
(Grenada Corporation)
- Wellington Bank and Trust Limited
- Wellington Capital Holdings Limited, Inc.
- Wellington Capital Holdings, Ltd.
- Wellington International Investments, Inc.
- Wellington First International Investment, Inc.
- Alpha Advantage, II, Inc.
- 1185 Family L.P.
- Steadfast Ministries, Inc.

ELEVEN EIGHTY-FIVE

A Family Limited Partnership • John E. Brinker, Jr., Director
4355 Ferguson Drive, Suite 190 • Cincinnati, Ohio 45245
(513) 943-1221 Telephone • (513) 943-1222 Fax

Lease Purchase Agreement

1. **Parties:**

Eleven Eighty-Five, FLP (Herein After Known As "Lessee")
Steve and Sharon Westerkamp (Herein After Known As "Lessors")
Steve and Sharon Westerkamp (Herein After Known As "Sub-Lessee")

2. **Property:** I/We ("Lessee") agree to lease and Lessors ("Lessors") agree to lease the following described property known as Home at 3566 West Legendary Run (See attached legal description.) ("Real Property").

3. **Term:** The term of this lease shall be fifteen (15) years.

4. **Base Rent:** Lessee hereby covenants and agrees to pay to Lessors base rent for the premises for the term of this lease the sum of *six hundred eighty-two thousand nine hundred fifty-five dollars* *(\$682,955.00) in one hundred seventy-nine (179) monthly payments of *three thousand seven hundred ninety-four dollars and nineteen cents* (\$3,794.19) and one (1) payment of (\$ _____) to be determined. The payment shall be sufficient to render the deed free and clear of debt.

a. The property shall be leased to Sub-Lessee, residing at 3566 West Legendary Run, for a period of one hundred eighty (180) months. The Sub-Lessee payment shall be initially at *five hundred dollars* (\$500.00) per month. Rent shall be adjusted as taxes and insurance shall increase over time.

b. Lessee shall, for the Term of the Lease, assume responsibility for the loan currently in existence and shall make the payments due to New Century Mortgage Corporation and/or its Successors on a timely basis. It is the sole responsibility of Lessee, to extinguish this loan over the one hundred eighty (180) month term of this Agreement; thereby providing a deed free and clear of encumbrances at the end of term.

c. Sub-Lessee shall, for the Term of the Lease, assume all maintenance, insurance, property taxes, repairs, or any other costs involved in the upkeep of said property. Such repairs will be made by such contractors and at such a time as stipulated by Sub-Lessee and must be agreed to in advance by Lessee.

d. Upon completion of the one hundred eighty (180) month term of this Lease and upon Lessee having fulfilled his obligation in accordance with Items 4 through 4c., Lessors shall for the sum of *one dollar* (\$1.00), transfer to Lessee clear and unencumbered title to said property.

e. Once the term of this Lease and Sale has been completed, at whatever time Lessors wish, Lessee shall at that time transfer to Lessors a deed free and clear of encumbrances for the sum of *one dollar* (\$1.00).

* Eleven Eighty-Five, FLP reserves the right to retire this loan early in full or in part, thereby reducing the total amount paid over the term of this contract. As per item 4B, this property must be debt free at term of this agreement.

Lessee's Initials/Date

B

Lessors' Initials/Date

SW SW

Sub-Lessee's Initials/Date

B SW SW

Lease Purchase Agreement (Continued)

- f. During the entire term of this Lease, the property will be occupied by Sub-Lessee and it is expected that reasonable care will be taken to ensure that the property is protected and maintained.
- g. During the entire time of the Lease, Lessee shall have full access to said property for whatever reason it deems fit and shall enjoy all privileges of ownership of said property.
- 5. **Indemnification:** Lessee and Sub-Lessee agree to indemnify Lessors and hold them harmless from any and all liability to the outstanding mortgage loan described above.
- 6. **Non-hypothecation:** Lessors agree during the term of this agreement that they shall not mortgage or otherwise encumber or hypothecate the property which is the subject of this agreement except in cooperation with and by consent of Lessee and except as a Joint Venture Agreement with Lessee. Lessors shall specifically work with Lessee during the term of the lease to go as to have the maximum amount of available equity from the home made available to Lessee for investment purposes.
- 7. **Sole Contract:** The parties agree that this Contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments to this Contract shall be in writing, signed by all parties and copies shall be included with all copies of the original Contract. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Faxes are an acceptable method of communication in this transaction and shall be binding upon the parties and are to be followed by original documents within forty-eight (48) hours.
- 8. **Expiration and Approval:** This offer is void if not accepted in writing on or before _____ (A.M.) (P.M.) (Noon) Cincinnati, Ohio time _____
The Lessee has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Lessee:

Eleven Eighty-Five, FLP
Lessee's Printed Name

[Signature]
Signer's Signature

08/21/00
Date

John E. Brinker, Jr.
Signer's Printed Name

Director
Signer's Title

LESSORS:

Stephen J. Westerkamp
Lessor Printed Name

[Signature]
Lessor Signature

8-21-00
Date

Sharon L. Westerkamp
Lessor Printed Name

[Signature]
Lessor Signature

08-21-00
Date

Sub-Lessee:

Stephen J. Westerkamp
Sub-Lessee's Printed Name

[Signature]
Sub-Lessee's Signature

8-21-00
Date

Witnesses:

Cheryl J. Kopf
Witness for Lessee/Date

[Signature]
Witness for Lessors/Date

Cheryl Kopf
Witness for Sub-Lessee/Date

To #4 Lessee reserves the right to increase the loan against