EXHIBIT 5

EXHIBIT 5

C4 WORLDWIDE

THIS JOINT VENTURE AGREEMENT (the "Agreement"), made and entered into as of this 3rd day of December, 2009, by and between C4 WorldWide, Inc., a California corporation (hereinafter "C4WW") and New Hope Capital Foundation, Inc., a Florida Corporation, (and its' Profit Participation Partners: New Capital Opportunity Advisors, LLC, AESTEEM Institute, Inc., HumaniLend, LLC, and First Select Commercial Lending Corporation, hereinafter collectively referred to as "NHCF"), in which the aforementioned parties named herein this agreement, shall be hereinafter collectively referred to as "JVP"

ARTICLE I

GENERAL PROVISIONS

1.01 Business Purpose. The business purpose of the Joint Venture shall be to use the proceeds for Charitable and For-profit endeavors utilizing the **One Million Dollars ($ 1,000,000.00 USD)** loan from the JVP that was signed for in a **Promissory Note (*Exhibit D*)** between the members of the JVP and C4WW lending, whereas C4WW shall use the capital to acquire and then leverage Collateralized Mortgage Obligations, (CMOs) with a face value of up to **1 Billion Dollars USD (1,000,000,000.00 USD)** to be purchased from a licensed U.S. Securities Trader. The profit distributions allocated to New Hope Capital Foundation, Inc., and Aesteem Institute, LLC, will be treated as charitable contributions in proportion to the distributions made directly to them. The objective is to gain **Three Billion Three Hundred and Sixty Million Dollars USD ($ 3,360,000,000.00 USD)** annually or more, from the results thereof for the parties to this Agreement which shall be allocated according to the terms of this agreement under sections **4.04, 4.05, 4.06, and Exhibit "E".**

1.02a. Exhibits and Resolutions. The Securities Account Application used to apply for and secure CMOs discussed herein shall be considered ***Exhibit A*** to this agreement and shall be fully completed and executed by all parties before this Agreement is accepted by either party.

1.02b. C4WW will provide its' Corporate Resolution authorizing it to borrow **One Million Dollars ($ 1,000,000.00 USD)** from the JVP account as a loan for the purpose as stated in 1.01 above. A hard copy of the resolution shall be considered ***Exhibit B*** of this Agreement.

1.02c. JVP, if a Limited Liability Corporation or an individual, is not required to supply a copy of its Corporate Resolution authorizing it to lend **One Million Dollars ($ 1,000,000.00 USD)** to C4WW. Otherwise, their corporate resolution will be ***Exhibit C.***

1.03 Term of the Agreement. This Joint Venture shall commence on the date first above written and shall continue in existence until the terms of the Agreement have been met by C4WW.

ARTICLE II

GENERAL DEFINITIONS

The following comprise the general definitions of terms utilized in this Agreement:

C4 WORLDWIDE

2.01 Affiliate. An Affiliate of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Joint Venture. A Joint Venture (participation in the same business venture) by two or more parties as defined by an Agreement between the parties

2.03 Profits. Any income or loss of the Partnership for federal income tax purposes determined by the Partnership's fiscal year, including, without limitation, each item of Partnership income, gain, loss or deduction

ARTICLE III

OBLIGATIONS OF THE JOINT VENTURERS

3.01 Party Responsible. C4WW is solely responsible for all operations and decisions of the Joint Venture

3.02 Priority Compensation. C4WW hereby grants JVP "priority" compensation from the proceeds and profits derived from leveraging CMOs.

ARTICLE IV

CMO OWERNERSHIP AND COMPENSATION:

4.01 Initial CMO Ownership. The CMOs purchased from the JVP Account in the amount of **One Million Dollars ($ 1,000,000.00 USD)** shall be considered as a JVP loan to C4WW to purchase qualifying CMO instruments for placement in trade. The CMO notes purchased will be initially owned fifty-one percent (51%) by C4 WorldWide, Inc and forty-nine percent (49%) by NHCP.

4.02 C4WW shall create and activate a Joint Securities Account for the CMOs held by the participants of this agreement. Within 48 to 72 hours of its creation, all parties may access and review the balances and activity of this account at any time via the Internet with a secure account and PIN number.

4.03 Final CMO Ownership. At the end of the term of the transaction, the Final CMO ownership shall be held one hundred percent (100%) by **NHCF** and zero percent (0%) by **C4WW** or any other remaining participants in the transaction, once the terms of **4.04** have been met.

4.04 JVP Compensation. The first **Two Hundred and Eighty Million USD ($280,000,000 USD)** received from the proceeds and profits of leveraging the CMOs in international trade will go to the JVP on a priority basis prior to any disbursements to C4WW.

4.05 C4WW Compensation. C4WW will be compensated from the success of the venture when the JVP has been fully compensated per 4.04 above and proceeds and profits from the venture exceed **Three Billion Three Hundred and Sixty Million USD ($ 3,360,000,000.00 USD)** based on funds received on a monthly basis.

Initials _PRL_ Initials _DR_

A. App.2093

C4WORLDWIDE

Upon the expected receipt of funds received on a monthly basis of **Two Hundred and Eighty Million USD ($ 280,000,000.00 USD)**, or more per month. Once received in full or in part, it will be distributed to NHCF and its' affiliated partners according to the percentages as listed in Exhibit "E" of this agreement

4.06 Deposit of JVP Compensation. JVP authorizes and directs C4WW to deposit the referenced compensation, or more, as described in sections 4.04 above into the Joint JVP account, for distribution according to the terms stated in sections 4.05, 4.06 and Exhibit "E" of this agreement. Prior to final execution of this agreement, JVP shall provide C4WW with the following account information:

**"(See "Exhibit E" for detailed Account distribution information)

ARTICLE V

RIGHTS AND DUTIES OF THE JOINT VENTURERS

5.01 Business of the Joint Venture. C4WW shall have full, exclusive and complete authority and discretion in the management and control of the business of the Joint Venture for the purposes herein stated, including decisions involving the investment of, or movement of, the capital provided to the JVP to conduct the transactions of the JVP, with reasonable accountability to the remaining members of the JVP of what transactions occur. All members of the JVP hereby agree that they shall not unreasonably withhold consent or approval regarding decisions regarding the movement of the capital provided to the JVP to conduct the business of the JVP by C4WW, but reserve the right to be notified as to how the capital is invested, and/or the intended uses and purposes of the capital invested. Other than being made aware of the capital decisions made by C4WW as described herein this paragraph, NHCF shall not have the right to participate in or have any control over the business of the Joint Venture nor shall it have any authority or right to act for or bind the Joint Venture. NHCF hereby agrees that C4WW shall have the full authority to make all decisions affecting the business of the Joint Venture and shall have full, exclusive and complete authority and discretion in the management and control of the business of the Joint Venture for the purposes herein stated, and C4WW shall make all decisions affecting the business of the Joint Venture. As such, C4WW shall have the right to proceed with any action necessary or that needs to be taken that may or shall constitute the act of, and serve to bind, the Joint Venture. C4WW hereby agrees that they shall manage and control the affairs of the Joint Venture to the best of its ability and shall use its best efforts to carry out the business of the Joint Venture.

Initials _PBL_ Initials _DR__

A. App.2094

C4 WORLDWIDE

ARTICLE VI

AGREEMENTS WITH THIRD PARTIES AND WITH AFFILIATES OF THE JOINT VENTURERS

6.01 Validity of Transactions. Affiliates of the parties to this Agreement may be engaged to perform services for the Joint Venture. The validity of any transaction, agreement or payment involving the Joint Venture and any Affiliates of the parties to this Agreement otherwise permitted by the terms of this Agreement shall not be affected by reason of the relationship between them and such Affiliates or the approval of said transactions, agreement or payment

6.02 Other Business of the Parties to this Agreement. The parties to this Agreement and their respective Affiliates may have interests in businesses other than the Joint Venture business. The Joint Venture shall not have the right to the income or proceeds derived from such other business interests and, even if they are competitive with the Partnership business, such business interests shall not be deemed wrongful or improper

ARTICLE VII

PAYMENT OF EXPENSES

All expenses of the Joint Venture shall be documented and approved by the parties to this agreement. All qualifying expenses submitted for review or that are incurred and/or paid by C4WW related to performing the business of the JVP shall be reimbursed by the Joint Venture.

ARTICLE VIII

INDEMNIFICATION OF THE JOINT VENTURERS

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct. The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the Joint Venture.

ARTICLE IX

DISSOLUTION

9.01 Events that will terminate this Agreement. The Joint Venture shall be dissolved on the basis of 4.04 above or upon any one or combination of the following

(a) The adjudication of bankruptcy, filing of a petition pursuant to a Chapter of the Federal Bankruptcy Act, withdrawal, removal or insolvency of either of the parties.

Initials _PBL_ Initials _DR_

A. App.2095



(b) The sale or other disposition, not including an exchange of all, or substantially all, of the Joint Venture assets

(c) Mutual agreement of the parties.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 Books and Records. C4WW, as a member of the Joint Venture, shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture. All records shall be accessible by authorized members of NHCF and/or its' partners, upon reasonable request.

10.02 Joint bank account. The funds loaned to C4WW will be held in a separate checking account from all other C4WW funds. The JVP and C4WW will jointly own a bank account where the proceeds of the loan will be held, used and administered as determined by this Agreement. Pursuant to 5.01 above, C4WW will administer and control the joint checking account.

10.03 Proof of Funds. All monies received from the JVP as a loan to C4WW shall be kept in a separate checking account from all other C4WW funds, see 10.02 above. The JVP will be able to view the account balance online via the Internet at any time from any Internet and computer enabled location.

10.04 Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

10.05 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for

10.06 Headings. The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

10.07 Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice

10.08 Applicable Law and Venue. This Agreement shall be construed and enforced under the laws of the State of California

A. App.2096

C4 WORLDWIDE

10.09 Other Instruments. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and agree to its terms and conditions

For: New Hope Capital Foundation, Inc.

Signature

Name/Title: Peter R. Lazzari, President

Date: 12-08-09

[ ]

For: C4 WorldWide, Inc.

Signature

Name/Title: DR Rawson, CEO

Date: 12-08-09

[ ]

Initials _PRL_ Initials _DR__

4WORLDWIDE

Exhibit A

Legent New Securities Account Application (separate pdf)

(This Exhibit is a separate document but is considered to be Exhibit A to this Agreement)

Initials _PRL_ Initials _DR_

A. App.2098

C4 WORLDWIDE

Exhibit B

C4 WorldWide, Inc. Corporate Resolution

CERTIFICATE OF CORPORATION RESOLUTION:

To Secure a Loan of up to $ 1,000,000.00 USD

I, Richard Price, Secretary of C4 WorldWide, Inc., do hereby certify that at a duly constituted meeting of the Directors of the Corporation held via telephonic and electronic communication, on 12-8-2009 and it was upon a motion duly made and seconded, that the Board of Directors of C4 WorldWide, Inc. unanimously adopted the following resolution:

RESOLVED, that the CEO, Mr DR Rawson shall be authorized to secure a loan in the amount of up to $ 1,000,000.00 USD (One Million Dollars USD) from the New Hope Capital Foundation, Inc., the documentation of which shall be a Joint Venture Agreement. The purpose of the Joint Venture Agreement is to purchase CMOs that can be internationally leveraged to provide a return stated in the Joint Venture Agreement dated December 8th, 2009 between C4 WorldWide, Inc. (hereinafter "C4WW") and the New Hope Capital Foundation, Inc. (and affiliated partners: New Capital Opportunity Advisors, LLC, Aesteem Institute, Inc, HumaniLend, LLC and First Select Commercial Lending Corporation, hereinafter "NHCF"), the two Parties named herein this agreement.

WE FURTHER RESOLVE and understand that the ownership of the CMO's will be proportioned with an initial 51% (controlling interest) for C4WW and 49% by NHCF. We also understand that upon receipt of the Three Billion Three Hundred Sixty Million Dollars USD ($ 3,360,000,000.00 USD) or more as described in sections 4.04, 4.05, and 4.06, and Exhibit "E" of this agreement, that full ownership of the CMOs will revert to NHCF.

WE REQUEST that the loan amount be placed into our Wells Fargo account number: [redacted]2177. This account is at the Wells Fargo Branch on Research Blvd. in Austin, Texas under our name: C4 WorldWide, Inc.

I, Richard Price, Secretary of C4 WorldWide, Inc. certify that I am a duly elected and qualified Secretary and the custodian of the books and records of C4 WorldWide, Inc., a corporation duly formed pursuant to the laws of the State of California, in the United States of America and that the forgoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the Corporation on December 8, 2009 and that said resolution is now in full force and effect without modification or rescission.

IN WHITNESS WHEREOF, I have executed my name as Secretary of the Corporation this 8th day of December 2009.

ATTEST

Richard Price, Secretary and CFO of the Corporation

DR Rawson, Chairman & CEO

Initials _PRI_ Initials _DR_

4WORLDWIDE

Exhibit C

JVP Corporate Resolution (if required)

Initials _PNL_ Initials _DR_

A. App.2100

C4 WORLDWIDE

Exhibit D

Promissory Note between JVP and C4WW dated December 8th, 2010

Promissory Note and Security Interest in the CMO

Date December 8th, 2009

Borrower:

C4 WorldWide, Inc. (a California Corporation)
110 Square
8751 Dewey Drive
Garden Grove, CA 92841
+714-876-6136 Main Number
+714-276-2127 Fax
www.C4WorldWide.com

Banking:
Wells Fargo Bank
13749 Research Blvd.
Austin, TX 78750
+512-344-8110 Main Number
+512-219-6162 Fax

ABA Number: 121000248
Account Number: [redacted]2177

Bank Officer Assigned: Mr. Ron Westbrook

Information:

Lender

New Hope Capital Foundation, Inc.
28960 US Hwy 19 North, Suite 103
Clearwater, FL 33761
(727) 771-7700 or (727)638-0754
(727) 771-7766

Loan Information:
Transaction Number: 20091208-01
Loan Amount: $ 1,000,000.00
Loan Period: One (1) year from the date received via direct wire transfer or deposit into the Borrower's account

C4 WorldWide, Inc., a California corporation promises to pay, for value received, the amount of One Million Dollars ($ 1,000,000.00 USD) to NHCF, Inc. and/or its' partners as per the terms specified in this Joint Venture Agreement between the two parties to this agreement dated December 8th, 2009.

The full repayment per the above schedule will end on the 8th of December, 2010.

Initials _PRL_ Initials _DR__

C4 WORLDWIDE

Security
This is a fully secured note. The Borrower will use the proceeds to purchase Collateralized Commercial Obligation (CMO) financial instrument that is at least AA or AAA Rated as provided by the Bank of America and/or Credit Suisse as collateral for this loan. The Lender will verify the Borrowers receipt of the CMOs using the information from the Securities House after a Joint Securities Account for the CMOs has been created. The CMOs purchased with the proceeds of this loan to C4WW will be initially owned fifty-one percent (51%) by C4 WorldWide, Inc and forty-nine percent (49%) by NHCF, Inc. Ownership of the specific CMO notes purchased in connection with this agreement shall revert to the full control and be owned 100 % by NHCF, Inc. at the expiration of the term of the transaction(s) associated with this agreement

All parties to this Agreement will have access and review the balances and activity of this account at any time via the Internet with a secure account and PIN number. Borrower is protected under the Uniform Commercial Code which speaks specifically to *"Protected purchasers" of securities* establishes an exception to the *"nemo dat"* principle for a "protected purchaser" of a certificated or uncertificated security. A purchaser means either a buyer of the securities or a lender with a security interest in the securities. A protected purchaser is a purchaser of a certificated or uncertificated security who gives value, obtains control of the security and does not have notice of any adverse claim to the security. Furthermore, a protected purchaser will acquire its interest in the security free of all adverse claims; acquiring better rights in the collateral than its transferor has. (See U.C.C § 8-303)

Borrower agrees that until the agreed upon amount due under this promissory note is paid, this note will also be the security agreement giving the Lender (NHCF) a security interest in the in the CMO referenced in the previous paragraph and the Joint Venture Agreement dated December 8th, 2010 between the Lender (NHCF) and the Borrower.

If Lender (NHCF) pursues and prevails in a lawsuit to collect on this note, Borrower will pay Lender's (NHCF) costs and attorney fees in an amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note

No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned The rights of the Lender shall be cumulative and not necessarily successive.

Initials _PRL_ Initials _DR__

A. App.2102

C4 WORLDWIDE

This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California. Agreed to by:

Borrower: C4 WorldWide, Inc.

Signature/Title

Printed name: DR Rawson

(C4 Corporate Seal)

Lender: New Hope Capital Foundation, Inc.

Signature/Title

Printed Name: Peter R. Lazzari

Initials _PRL_ Initials _DR_

C4 WORLDWIDE

Exhibit "E"

Bank Account Information for distribution of proceeds to NHCF and its' affiliated partners

Distribution Amounts (in percentages):
Distribution shall be 26.00 %, 12.00 %, 6.00 %, 24.00 %, and 30.00 % respectively of Net Proceeds as defined in paragraph 4.05 as the parties are listed per this Irrevocable Master Proceeds Distribution Agreement (IMPDA) below. CONTRACT Amount: $ 3,350,000,000.00 (USD) (Three Billion Three Hundred Sixty Million Dollars (USD)

I, Peter R. Lazzari, President and Chairman of the Board, New Hope Capital Foundation, Inc. Passport No. [redacted], and authorized signatory hereby, with full legal responsibility, under PENALTY OF PERJURY of law, issue this Irrevocable Master Proceeds Distribution Agreement (IMPDA) (Disbursement Instrument/Payment Order) to the Paymasters named herein the agreement for the distribution of proceeds in connection with the investment of a qualifying investment instrument into a licensed Trading program of an amount up to $ 1,000,000,000.00 (USD) (One Billion Dollars (USD)) in an Asset as agreed to with the full consent of the parties to this agreement.

C4 WorldWide, Inc. Will Coordinate Payment to Parties #1 – #5

[redacted]

NEW HOPE CAPITAL FOUNDATION, INC 28960 US Highway 19 North Suite 103 Clearwater, Florida 33761 (727) 771-7000 or (727) 638-0754 Peter R. Lazzari, President and Chairman of the Board	Name of Company	New Hope Capital Foundation, Inc.
	Name of Bank	Colonial Bank (BB &T)
	Name of Bank	
	Address of Bank	4815 Tampa Road Oldsmar, Florida 34677
	Bank Telephone #	813-855-9999
	Account Signatory	Peter R. Lazzari or Clifford Kendel
	Bank Fax:	813-855-9272
	Bank ABA Number	063001319
	Swift Code Number	BRBTUS33
	Bank Account Number	[redacted]9820
	Bank Officer Name and Title	Trisha Kreger/VP
	Beneficiary Name	Linda L Lazzari – 50 %; Allison L. Kendel – 25 %; Alissa R. Kendel – 25 %

Initials _PRL_ Initials _DR__

4WORLDWIDE

NEW CAPITAL OPPORTUNITY ADVISORS, LLC	Name of Company	New Capital Opportunity Advisors, LLC
28060 US Highway 19 North Suite 103	Name of Bank	Colonial Bank (BB &T)
Clearwater, Florida 33761	Name of Bank	
Office. 727-771-7768 or 727-[redacted]54	Address of Bank	4016 Tampa Road Oldsmar, FL 34677
Peter R. Lazzari, Managing Member	Bank Telephone Number	813-855-0999
	Account Signatory	Peter R. Lazzari or Clifford Kendel
	Bank Fax	813-855-0272
	Bank ABA Number	063001318
	Swift Code Number	BRBTUS33
	Bank Account Number	[redacted]63
	Bank Officer Name and Title:	Trisha Krueger Vice President
	Beneficiary Name	Linda L Lazzari – 50 %; Allison L Kendel – 25 %; Allison R. Kendel – 25 %

Initials _PRL_ Initials _DR__

4WORLDWIDE

	Name of Company	[redacted] LLC
HUMANBLEND, LLC		
	Name of Bank	M & T BANK
3809 North Light Drive		
	Name of Bank	
Chester, VA 23831		
	Address of Bank	10101 Hull Street Rd. Richmond, VA 23236
Telephone: 804-380-3075		
	Bank Telephone Number	804-276-1040 - Beth Shaw 804-754-4801 - Jim Salley
loanbankers@gmail.com		
James J. Watt	Account: Signatory	James J. Watt
President/Executive Director	Bank Fax	804-276-1594
[redacted] MAILING ADDRESS:	Bank ABA Number	052000113
3809 North Light Drive Chester, VA 23831		
	Swift Code Number	MANTUS - 33
	Bank Account Number	[redacted]397
	Bank Officer Name and Title	Beth Shaw – Branch Manager Jim Salley – Business Banker
	Beneficiary Name:	James A. Watt

Initials _PRA_ Initials _DR__

4WORLDWIDE

AESTEEM INSTITUTE, INC	Name of Company	Seminary Covenant Community 1773 Pinewood Rd Melbourne, Fl 32934 (Trustee for Aesteem Account)
3415 Savannah's Trail	Name of Bank	BB&T, Suntree Branch
Merritt Island, FL 32953	Name of Bank	
(804) 380-3075 or (321) 454-4667	Address of Bank	6430 NORTH WICKHAM ROAD MELBOURNE, FL 32940-2012
	Bank Telephone Number	Phone: (321)255-3300
James J. Watt Member, Board of Directors	Account Signatory	Paul Roxbury & James J. Watt (Secretary CC) and James J. Watt (Aesteem)
	Bank Fax	Fax: (321)757-6913
	Bank ABA Number	263191367
	Swift Code Number	BRBTUS-33
	Bank Account Number	[redacted]7023
	Bank Officer Name and Title.	Jason Custer - Branch Manager Cory Price - Customer Relations
	Beneficiary Name	James A. Watt

Initials _PR_ Initials _SR__

A. App.2107

G4 WORLDWIDE

FIRST SELECT COMMERCIAL LENDING CORPORATION	Name of Company	FIRST SELECT COMMERCIAL LENDING CORPORATION
7363 62nd Avenue North	Name of Bank	WACHOVIA BANK
Pinellas Park, FL [redacted]	Name of Bank	
727-458-5003	Address of Bank	[redacted]
Jack E. Campbell, Jr.	Bank Telephone Number	[redacted]
President	Account Signatory	Jack E. Campbell, Jr.
	Bank Fax	727-892-1403
	Bank ABA Number	[redacted]
	Swift Code Number	[redacted]
	Bank Account Number	[redacted]
	Bank Officer Name and Title	[redacted]
	Beneficiary Name	[redacted]

Initials _PRL_ Initials _DR__

EXHIBIT 6

EXHIBIT 6

A. App.2109

FINANCIAL SERVICES, INC
135 Crossways Park Dr
Woodbury, NY 11797
516-396-1234
www.Eknstock.com

ACCOUNT STATEMENT

PLTFS 1430

Period Ending -
December 31, 2009

Account Number: GCGL [redacted]3911

85087 01 . 0B
C4 WORLDWIDE, INC
ATTN: DR RAWSON &
JEFFREY K CAIN
110 SQUARE 8751 DEWEY DRIVE
GARDEN GROVE CA 92841

ASSET VALUE

Net Cash Equivalents	0.00
Net Portfolio Assets held at Legent	543,650.20
Net Portfolio Assets not held at Legent	$18,883.55
Total Net Portfolio Value as of December 31, 2009	**$562,533.75**

0000.85087.04.01.03.0

FROM YOUR INTRODUCING BROKER

GEORGE LINCON
TELEPHONE: (516) 396-1234
EKN FINANCIAL SERVICES, INC

OFFICE SERVICING YOUR ACCOUNT
135 CROSSWAYS PARK DR
WOODBURY, NY 11797

PRIMARY INVESTMENT OBJECTIVE

Your Primary Investment Objective is Speculation.

If you have any questions concerning your investment objective, or wish to make a change, please contact your Introducing Broker.

INVESTOR UPDATE

A. App.2110

PLTFS 1431

ASSET SUMMARY

	Value as of: December 31, 2009			
	Held at Legent	*Not at Legent*	*Total*	*% of Assets*
Cash				
Money Market		18,883.55	18,883.55	3.356%
Margin Balance				
Net Cash Equivalents	$0.00	$18,883.55	$18,883.55	3.356%
Equities				
Preferreds				
Tax-Exempt Bonds				
Taxable Bonds and CDs	543,650.20		543,650.20	96.643%
Mutual Funds				
Unit Investment Trusts				
Annuities				
Other Investments				
Net Portfolio Assets	$543,650.20	$0.00	$543,650.20	96.643%
Net Portfolio Value	$543,650.20	$18,883.55	$562,533.75	100.000%

TAX INCOME & DISTRIBUTION SUMMARY

		Year-to-Date	*This Period*
Dividends	Tax-Exempt		
	Taxable		
Interest	Tax-Exempt		
	Taxable	6.91	6.91
Capital Gain Distributions			
Return of Principal			
Other			
Total Income & Distributions		$6.91	$6.91

Please note "% of assets" figures are shown gross of any amounts owed to Legent and/or net short positions.

TAX INFORMATION SUMMARY

		Year-to-Date	*This Period*
Accrued Interest Paid	Tax-Exempt		
	Taxable	-4,480.43	-4,480.43
Accrued Interest Received	Tax-Exempt		
	Taxable		
Gross Proceeds			
Withholding			
Foreign Taxes Paid			
Margin/Debit Interest			

A. App.2111

PLTFS 1432

ASSET DETAILS

This section shows the cash equivalents and/or securities in your account. It reflects market values as of the close of business, December 31, 2009.

NET CASH EQUIVALENTS

		Current value	Anticipated annualized income	Current yield %
LEGENT INSURED DEPOSITS	#	18,883.55	9.44	0.05
Total Net Cash Equivalents		**$18,883.55**	**$9.44**	**0.050**

Asset not held at Legent

PORTFOLIO ASSETS

TAXABLE BONDS AND CDs	Cusip	Quantity	Current price	Current value	Anticipated annualized income	Current yield %
GREENWICH CAPITAL MTG TR REMIC 2006-GG7 CL X MONTHLY 9 DAY DELAY VAR CPN 0.009% DUE 07/10/38 DTD 07/01/06 FC 08/10/06 Factor: 0.979335890 Current Face: 491,289,859.40	20173MBA7	501,656,137	0.0173	84,993.14	44,215.98	52.023%
GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.036% DUE 08/10/45 DTD 07/01/07 FC 08/10/07 Factor: 0.999252870 Current Face: 499,626,435.00	36246LAP6	500,000.000	0.0918	458,657 06	179,862.37	39.215%
Total Taxable Bonds and CDs				**$543,650.20**	**$224,078.35**	**41.217%**
Total Net Portfolio Assets				**$543,650.20**	**$224,078.35**	**41.217%**
Total Net Portfolio Value				**$562,533.75**	**$224,087.79**	**39.835%**

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PLTFS 1433

ACTIVITY SUMMARY

Type of Activity	Activity	This Period	CASH EQUIVALENTS Cash	Money Market	Margin
	Opening Balance - Net Cash Equivalents	$0.00	$0.00	$0.00	$0.00
Buy and Sell Transactions	Assets Bought	-986,123.38	-986,123.38		
	Assets Sold/Redeemed				
Deposits	Deposits Made to Your Account	1,005,000.00	1,005,000.00		
Withdrawals	Withdrawals From Your Account				
Income and Distributions	Income and Distributions	6.91	6.91		
Money Market Activity	Money Market Activity		-18,883.55	18,883.55	
Margin Interest	Margin Interest Charged				
Other	Other Transactions				
	Closing Balance - Net Cash Equivalents	$18,883.55	$0.00	$18,883.55	$0.00

ACTIVITY DETAILS

CASH EQUIVALENTS

	This Period	Cash	Money Market	Margin
OPENING BALANCE - Net Cash Equivalents	$0.00	$0.00	$0.00	$0.00

Assets Bought

Date	Activity	Quantity	Price	Description	Total	Cash	Money Market	Margin
12/07/2009	PURCHASE	50,000,000.000	0.0859	GREENWICH CAPITAL MTG TR REMIC 2006-GG7 CL X MONTHLY 9 DAY DELAY VAR CPN 0.024% DUE 07/10/38 DTD 07/01/06 FC 08/10/06	-42,338.63	-42,338.63		
12/07/2009	PURCHASE	50,000,000.000	0.0859	GREENWICH CAPITAL MTG TR REMIC 2006-GG7 CL X MONTHLY 9 DAY DELAY VAR CPN 0.024% DUE 07/10/38 DTD 07/01/06 FC 08/10/06	-42,278.63	-42,278.63		
12/09/2009	PURCHASE	50,000,000.000	0.0859	GREENWICH CAPITAL MTG TR REMIC 2006-GG7 CL X MONTHLY 9 DAY DELAY VAR CPN 0.024% DUE 07/10/38 DTD 07/01/06 FC 08/10/06	-42,437.53	-42,437.53		
12/09/2009	PURCHASE	50,000,000.000	0.0859	GREENWICH CAPITAL MTG TR REMIC 2006-GG7 CL X MONTHLY 9 DAY DELAY VAR CPN 0.024% DUE 07/10/38 DTD 07/01/06 FC 08/10/06	-42,377.53	-42,377.53		

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PLTFS 1435

ACTIVITY DETAILS (Continued)

Assets Bought (Continued)

Date	Activity	Quantity	Price	Description	Total
12/09/2009	PURCHASE	50,000,000.000	0.0859	GREENWICH CAPITAL MTG TR REMIC 2006-GG7 CL X MONTHLY 9 DAY DELAY VAR CPN 0.024% DUE 07/10/38 DTD 07/01/06 FC 08/10/06	-42,377.53
12/09/2009	PURCHASE	50,000,000.000	0.0859	GREENWICH CAPITAL MTG TR REMIC 2006-GG7 CL X MONTHLY 9 DAY DELAY VAR CPN 0.024% DUE 07/10/38 DTD 07/01/06 FC 08/10/06	-42,377.53
12/10/2009	PURCHASE	70,000,000.000	0.0859	GREENWICH CAPITAL MTG TR REMIC 2006-GG7 CL X MONTHLY 9 DAY DELAY VAR CPN 0.024% DUE 07/10/38 DTD 07/01/06 FC 08/10/06	-59,434.70
12/10/2009	PURCHASE	69,656,137.000	0.0859	GREENWICH CAPITAL MTG TR REMIC 2006-GG7 CL X MONTHLY 9 DAY DELAY VAR CPN 0.024% DUE 07/10/38 DTD 07/01/06 FC 08/10/06	-59,083.02
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.000% DUE 08/10/45 DTD 07/01/07 FC 08/10/07	-54,872.92
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.000% DUE 08/10/45 DTD 07/01/07 FC 08/10/07	-54,812.92
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.000% DUE 08/10/45 DTD 07/01/07 FC 08/10/07	-54,812.92
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.000% DUE 08/10/45 DTD 07/01/07 FC 08/10/07	-54,812.92
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.000% DUE 08/10/45 DTD 07/01/07 FC 08/10/07	-54,812.92

CASH EQUIVALENTS

Cash	Money Market	Margin
-42,377.53		
-42,377.53		
-59,434.70		
-59,083.02		
-54,872.92		
-54,812.92		
-54,812.92		
-54,812.92		

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ACTIVITY DETAILS (Continued)

Assets Bought (*Continued*)

Date	Activity	Quantity	Price	Description	Total	Cash	Money Market	Margin
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.000% DUE 08/10/45 DTD 07/01/07 FC 08/10/07	-54,812.92	-54,812.92		
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.000% DUE 08/10/45 DTD 07/01/07 FC 08/10/07	-54,812.92	-54,812.92		
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.000% DUE 08/10/45 DTD 07/01/07 FC 08/10/07	-54,812.92	-54,812.92		
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.000% DUE 08/10/45 DTD 07/01/07 FC 08/10/07	-54,812.92	-54,812.92		
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COML 2007-GG10 REMIC 2007-GG10 CL X MONTHLY 9 DAY DELAY VAR CPN 0.000% DUE 08/10/45 DTD 07/01/07 FC 08/10/07	-54,812.92	-54,812.92		
12/21/2009	PURCHASE	62,000,000.000	0.1093	GREENWICH CAPITAL MTG TR REMIC 2006-GG7 CL X MONTHLY 9 DAY DELAY VAR CPN 0.009% DUE 07/10/38 DTD 07/01/06 FC 08/10/06	-65,229.06	-65,229.06		
Total Assets Bought					**$-986,123.36**	**$-986,123.36**	**$0.00**	**$0.00**

Deposits Made to Your Account

Date	Activity	Quantity	Description	Total	Cash	Money Market	Margin
12/02/2009	FUNDS WIRED		F/R WELLS FARGO	255,000.00	255,000.00		
12/09/2009	FUNDS WIRED		F/R WELLS FARGO	750,000.00	750,000.00		
Total Deposits				**$1,005,000.00**	**$1,005,000.00**	**$0.00**	**$0.00**

Income and Distributions

Date	Activity	Quantity	Description	Total	Cash	Money Market	Margin
12/24/2009	INTEREST		LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC OLD 122409 15,683 EFFECTIVE YIELD 0.050%	6.91	6.91		
Total Income and Distribution				**$6.91**	**$6.91**	**$0.00**	**$0.00**

CASH EQUIVALENTS

Cash	Money Market	Margin
-54,812.92		
-54,812.92		
-54,812.92		
-54,812.92		
-54,812.92		
-65,229.06		
$-986,123.36	**$0.00**	**$0.00**

Cash	Money Market	Margin
255,000.00		
750,000.00		
$1,005,000.00	**$0.00**	**$0.00**

Cash	Money Market	Margin
6.91		
$6.91	**$0.00**	**$0.00**

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ACTIVITY DETAILS (Continued)

Money Market Activity

Date	Activity	Description	Total	Cash	Money Market	Margin
12/03/2009	PURCHASE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD		-255,000.00	255,000.00	
12/08/2009	SALE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD		84,617.26	-84,617.26	
12/10/2009	PURCHASE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD		-580,429.88	580,429.88	
12/11/2009	SALE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD		116,517.72	-116,517.72	
12/14/2009	SALE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD		548,189.20	-548,189.20	
12/22/2009	SALE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD		65,229.06	-65,229.06	
12/24/2009	INTEREST REINVEST	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD		-6.91	6.91	
Total Money Market Activity				$-18,883.55	$18,883.55	$0.00

CASH EQUIVALENTS

	This Period	Cash	Money Market	Margin
CLOSING BALANCE - Net Cash Equivalents	$18,883.55	$0.00	$18,883.55	$0.00

INSURED BANK DEPOSITS

Description	Month End Closing Balance
Plains Capital Bank	$18,883.55
Zions First Natl Bank	$0.00
Total Legent Insured Deposits	$18,883.55

Each of the respective banks hold the Insured Bank Deposits, they are not held at Legent. Balances in the Legent Insured Deposit banks are not covered by SIPC. They are included on this statement solely as a service to our customers. All information is provided to Legent by the banks and each bank is responsible for the accuracy of this information. Balances are insured in each bank through FDIC coverage, subject to the combined total of all your deposits at a specific bank, including those outside this account. Please refer to the insured portion of the terms and conditions provided you for more detail concerning the insurance coverage. Should you wish a copy of the terms and conditions please contact your introducing firm or Legent. For any questions concerning your bank balances please call your introducing broker, on page one of this statement, or Legent direct at 1-402-384-6100.

Thank you for allowing your Investment Firm to serve you. If you have any questions regarding your account or this statement, please contact your Investment Firm. All contact information appears on page one of your statement. Terms and conditions are provided with your account statement on a periodic basis or may be obtained upon request

A. App.2116

A. App.2116

PLTFS 1437

LEGENT

Member FINRA & SIPC
FDIC Insured

Account Terms & Conditions

Anticipated Annualized Income and Yields
Anticipated Annualized Income is based upon the most recent dividend or interest payment. Current yield is calculated by dividing the anticipated annualized income by the current value of the underlying security. This represents an estimate of current yield and does not project future results.

Asset Allocation
A graphic representation of the approximate allocations of your assets among the various investment categories. Negative values may be reflected as zero.

Assets Not Held At Legent
Certain assets purchased through Legent or your Investment Firm may be held at a custodial institution other than Legent (see "SIPC Protection" in the separate Terms & Conditions brochure). If you have a Premier (cost basis) Account, information about these assets, when available, will be included on your statement identifiable by a # sign. The custodial institution is responsible, however, for providing year-end tax reporting information (IRS Form 1099 or K-1) and separate statements, which may vary from the information included on your Legent statement because of different reporting methods. Your Legent statement may also reflect other assets not held at Legent, the value and nature of which are generally provided by you. Legent does not guarantee the accuracy of any outside custody information. Kindly contact your Investment Firm should you detect differences.

Change of Address
Please notify Legent or your Investment Firm promptly in writing of any change of address or contact information. Your failure to notify us and our inability to send you important notifications could result in trading and/or other restrictions on your Account.

Checkwriting and Debit Card Transactions
PNC Financial Services (PNC) is the processor for Check Writing and VISA Debit Card transactions. In case of errors or questions about your VISA Debit Card transactions or Electronic transfers please telephone PNC at 1-800-222-2367 or write them direct at: 8800 Tinicum Boulevard, 5th Floor, Philadelphia, PA 19153.

Cost Basis Information
Cost basis information, when available, is derived from transactions in the account or information supplied by you or other sources. Legent uses the First In First Out (FIFO) method of accounting. Legent does not guarantee the accuracy of cost basis or profit and loss information provided. You or your tax advisor should not use such information for tax reporting purposes without careful review. Please inform your Investment Firm if your cost basis is inaccurate. "N/A" in the Cost Column indicates that cost information could not be obtained.

Credit/Debit Interest
If you participate in Legent's Money Market Sweep program, free credit balances over a predetermined level sweep to the money market fund you have selected. Legent charges interest on debit balances in cash accounts, as allowed by our client agreement. The interest rate is equal to our margin rate and is changed only if payment is not received by the extension date (settlement date plus two business days). Interest charges show on your statement in the section titled Other Activity. Free credit balances created by check deposits are subject to a one-day hold prior to earning interest. The rate is subject to change without prior notice based on changes in the broker call rate. If Legent's rates change for any other reason, you will be notified in writing at least 30 days prior to such change.

Custody of Securities
Fully paid for Securities held by Legent for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by Legent, the Depository Trust and Clearing Company or similar depositories. Securities held for accounts of customers with outstanding obligations, or deposited to secure same, may from time to time and without notice to such customers, be commingled with securities of other customers and used by Legent for pledge or re-pledge, hypothecate or re-hypothecate, loans or delivery on contracts for other customers without Legent having in its possession and control for delivery, a like amount of similar securities.

Discrepancies and Inquiries
This statement of account will be deemed conclusive unless you advise your Investment Firm and Legent Clearing within 20 days after mailing or made available to you, of any discrepancies found. Any oral communication should be confirmed in writing. Please provide your account number and address on all correspondence. Telephone inquiries to Legent Clearing may be made at 1-402-384-6100.

Dividend Reinvestment
The dollar amount of mutual fund distributions, money market fund income or dividends on other securities shown on your statement may have been reinvested into additional shares. You will not receive confirmations for these reinvestment transactions. However information pertaining to these transactions, which otherwise would appear on confirmations, will be furnished to you upon written request. In dividend reinvestment transactions, Legent may act as your agent and receive payment for order flow. The source and nature of such payment will be furnished to you upon written request.

Execution Information Disclosure
SEC Rule 605 generally requires market centers that trade national market system securities to prepare and make available to the public monthly electronic reports that include uniform statistical measures of execution quality for covered orders. Rule 606 generally requires broker/dealers that route customer orders in covered securities to make publicly available quarterly reports that disclose venues to which they route non-directed orders. Legent provides these reports via a link from its home page, www.legentclearing.com. Rule 606 also requires broker/dealers to disclose the nature of any relationship they have with those venues, including payment for order flow arrangements. Legent will provide, upon receipt of written request from the customer, the venue to which his or her individual order was routed.

Free Credit Balances
Any free credit balance represents funds payable on demand, which although properly accounted for on our books of record, are not segregated and may be used in accordance with SEC Rule 15c3-3.

Margin Interest
Margin interest is calculated from the second to last business day of the prior month through the third to last business day of the current month. Interest is calculated on a 360-day basis using daily settled balances. The rates for margin loans are based on a fixed percentage above the base rate depending on the size of the loan and the rates charged by your broker. Rates are subject to change without notice based on changes in the base rate. Information regarding the base rate is available from your broker upon written request.

Legent Insured Deposits
The Federal Deposit Insurance Corporation (FDIC) insures deposits via the Legent Insured Deposits program for each program bank in which funds are deposited. By opening a Legent Insured Deposit account your money will automatically be invested into an interest bearing account insured by the FDIC providing up to the Program's maximum deposit insurance limit. Each program bank is a separate FDIC insured depository. Publicly available information about the program bank may be obtained by calling Legent Clearing at 1-402-384-6100. Legent receives a fee from participating banks of up to ½ % monthly on the Legent Insured Deposits program. Legent Clearing and/or Deutsche Bank reserve the right to choose the priority of program banks, subject to your elected exclusions. Further, Legent Clearing and/or Deutsche Bank reserve the right to include or delete program banks. The current list of program banks is available at www.legentclearing.com. Legent Insured Deposits are not covered by SIPC.

On-Line Account Access
Legent offers its clients the ability to view their account information on a secured portion of its internet site free of charge. You may register for this service by contacting your Investment Firm or from our website at www.legentclearing.com

Open Orders to Be Executed
Outstanding Open orders at the end of the statement period are shown in this section of your account statement. The terms of some orders may be adjusted due to Corporate Actions. If you want to cancel or change any open order, you must notify your Investment Firm.

Options Accounts
Option transactions are subject to the following: 1) Commissions and other charges related to the execution of option transactions will be included in confirmations of such transactions separately furnished to you. Commission and fee schedules will be made available promptly upon request. 2) You should advise us promptly of any material changes in your investment objectives or financial situation. 3) Assignment notices for option contracts are allocated pursuant to an automated procedure that randomly selects contracts from among all customer short option positions subject to assignment, including positions established on the day of assignment.

Pricing Of Securities
Generally, the market value of securities is an approximation obtained from independent sources, and is provided only as a general guideline. (For equities and options, these approximations are based on the closing prices and/or mean bid and ask prices on the last day of the statement period. Generally, fixed income securities are priced monthly, and limited partnerships are priced quarterly or annually.) Legent does not guarantee the accuracy of such prices. These prices should not be considered to constitute firm bids or offers and are subject to fluctuations in market conditions. Legent does not use estimated values in pricing.
In those instances where prices are not available "N/A" (not available) appears in the price column, and the current value, unrealized gain/loss (if applicable), anticipated annualized income and current yield are not computed. Unpriced securities are not included in the "Total Net Portfolio Value" section of your statement. To obtain a current quotation, please contact your Investment Firm.

Tax Information
Although your statement may describe certain items as federally tax-exempt, this is for information purposes only. When reporting your taxes, please rely exclusively on the substitute Form 1099 you will receive from us after year-end for your taxable accounts. (For retirement accounts, Form 1099R will report distributions from the account rather than income and dividends or proceeds from sales.) If your Social Security/Taxpayer ID Number is not shown on your 1099 Form or is not correct, please furnish your Investment Firm with your correct number promptly. You are required to supply your Social Security/Taxpayer ID number to effect transactions in your account.

If you suspect unauthorized activity or have a complaint about the program
Please contact Legent at 1-402-384-6100

A. App.2117
A. App.2117

EXHIBIT 2

EXHIBIT 2

Docket 69333 Document 2017-03852

C4 WORLDWIDE

THIS JOINT VENTURE AGREEMENT (the "Agreement"), made and entered into as of this 29th day of November, 2009, by and between C4 WorldWide, Inc. a California corporation (hereinafter "C4WW") and Hell Ops International LLC (hereinafter "JVP").

ARTICLE I

GENERAL PROVISIONS

1.01 Business Purpose. The business purpose of the Joint Venture shall be to use the proceeds of the $1,000,000 USD loan from JVP that was signed for in a Promissory Note (*Exhibit C*) between JVP and C4WW lending C4WW the capital to acquire and then leverage Collateralized Mortgage Obligations, (CMOs) with a face value of up to $1,000,000,000 USD purchased from a licensed U.S. Securities Trader. The objective is to gain $40,000,000 USD or more from the results thereof for the parties to this Agreement.

1.02a. Exhibits and Resolutions. The Securities Account Application used to apply for and secure CMOs discussed herein shall be considered *Exhibit A* to this agreement and shall be fully completed and executed by all parties before this Agreement is accepted by either party.

1.02b. C4WW will provide its' Corporate Resolution authorizing it to borrow one million USD ($1,000,000) from JVP as a loan for the purpose as stated in 1.01 above. A hard copy of the resolution shall be considered *Exhibit B* of this Agreement.

1.02c. JVP is not required to supply a copy of its Corporate Resolution authorizing it to lend one million USD ($1,000,000) to C4WW.

1.03 Term of the Agreement. This Joint Venture shall commence on the date first above written and shall continue in existence until the terms of the Agreement have been met by C4WW.

ARTICLE II

GENERAL DEFINITIONS

The following comprise the general definitions of terms utilized in this Agreement:

2.01 Affiliate. An Affiliate of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Joint Venture. A Joint Venture (participation in the same business venture) by two or more parties as defined by an Agreement between the parties.

C4 WORLDWIDE

2.03 Profits. Any income or loss of the Partnership for federal income tax purposes determined by the Partnership's fiscal year, including, without limitation, each item of Partnership income, gain, loss or deduction.

ARTICLE III

OBLIGATIONS OF THE JOINT VENTURERS

3.01 Party Responsible. C4WW is solely responsible for all operations and decisions of the Joint Venture.

3.02 Priority Compensation. C4WW hereby grants JVP "priority" compensation from the proceeds and profits derived from leveraging CMOs.

ARTICLE IV

CMO OWERNERSHIP AND COMPENSATION:

4.01 Initial CMO Ownership. The CMOs purchased from the one million USD ($1,000,000) JVP loan to C4WW will be initially owned fifty-one percent (51%) by C4 WorldWide, Inc and forty-nine percent (49%) by JVP.

[illegible] this agreement. Within 48 hours of its creation, all parties may access and review the balances and activity of this account at any time via the internet with a secure account and PIN number.

4.03 Final CMO Ownership. Final CMO ownership shall be held one hundred percent (100%) by C4WW and zero percent (0%) by JVP once the terms of 4.04 have been met.

4.04 JVP Compensation. The first twenty million USD ($20,000,000) received from the proceeds and profits of leveraging the CMOs in international trade will go to the JVP on a priority basis prior to any disbursements to C4WW.

4.05 C4WW Compensation. C4WW will be compensated from the success of the venture when JVP has been fully compensated per 4.04 above and proceeds and profits from the venture exceed twenty million USD ($20,000,000).

4.06 Deposit of JVP Compensation. JVP authorizes and directs C4WW to deposit compensation as described in 4.04 above into a JVP account. Prior to final execution of this agreement, JVP shall provide C4WW with the following account information:

Initials: _____ Initials: _____

C4 WORLDWIDE

[Bank Name] Wachovia Bank - Wells Fargo
[City and Country]
[ABA Routing or Bank Identification Number]
[Name on the Account]
[Account Number]
[Bank Telephone Number] (775) 329-3089
[Banking Contact] BRIAN K. PORTER
Please See Attached Sheet

ARTICLE V

RIGHTS AND DUTIES OF THE JOINT VENTURERS

5.01 Business of the Joint Venture. C4WW shall have full, exclusive and complete authority and discretion in the management and control of the business of the Joint Venture for the purposes herein stated and shall make all decisions affecting the business of the Joint Venture. As such, any action taken shall constitute the act of, and serve to bind, the Joint Venture. C4WW shall manage and control the affairs of the Joint Venture to the best of its ability and shall use its best efforts to carry out the business of the Joint Venture. JVP shall not participate in or have any control over the Joint Venture business nor shall it have any authority or right to act for or bind the Joint Venture.

ARTICLE VI

AGREEMENTS WITH THIRD PARTIES AND WITH AFFILIATES OF THE JOINT VENTURERS

6.01 Validity of Transactions. Affiliates of the parties to this Agreement may be engaged to perform services for the Joint Venture. The validity of any transaction, agreement or payment involving the Joint Venture and any Affiliates of the parties to this Agreement otherwise permitted by the terms of this Agreement shall not be affected by reason of the relationship between them and such Affiliates or the approval of said transactions, agreement or payment.

6.02 Other Business of the Parties to this Agreement. The parties to this Agreement and their respective Affiliates may have interests in businesses other than the Joint Venture business. The Joint Venture shall not have the right to the income or proceeds derived from such other business interests and, even if they are competitive with the Partnership business, such business interests shall not be deemed wrongful or improper.

ARTICLE VII

PAYMENT OF EXPENSES

All expenses of the Joint Venture shall be paid by C4 WW and shall be reimbursed by the Joint Venture.

Initials _____ Initials _____

C4WORLDWIDE

ARTICLE VIII

INDEMNIFICATION OF THE JOINT VENTURERS

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct. The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the Joint Venture.

ARTICLE IX

DISSOLUTION

9.01 Events that will terminate this Agreement. The Joint Venture shall be dissolved on the basis of 4.04 above or upon any one or combination of the following events:

(a) Once the agreed upon amount in 4.04 has been received by JVP, this Agreement will expire.

(b) The adjudication of bankruptcy, filing of a petition pursuant to a Chapter of the Federal Bankruptcy Act, withdrawal, removal or insolvency of either of the parties.

(c) The sale or other disposition, not including an exchange of all, or substantially all, of the Joint Venture assets.

(d) Mutual agreement of the parties.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 Books and Records. The Joint Venture shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture.

10.02 Joint bank account. The funds loaned to C4WW will be held in a separate checking account from all other C4WW funds. The JVP and C4WW will jointly own a bank account where the proceeds of the loan will be held, used and administered as determined by this Agreement. Pursuant to 5.01 above, C4WW will administer and control the joint checking account.

10.03 Proof of Funds. All monies received from the JVP as a loan to C4WW shall be kept in a separate checking account from all other C4WW funds, see 10.02 above. The JVP will be able to view the account balance online via the Internet at any time from any Internet and computer enabled location.

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10.04 Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

10.05 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

10.06 Headings. The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

10.07 Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

10.08 Applicable Law and Venue. This Agreement shall be construed and enforced under the laws of the State of California.

10.09 Other Instruments. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

This portion of the page left intentionally blank.

Initials _____ Initials _____

C ORLD IDE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and agree to its terms and conditions:

For: Hell Ops International LLC

Signature

Name/Title: Jeffrey K Cain MEMBER

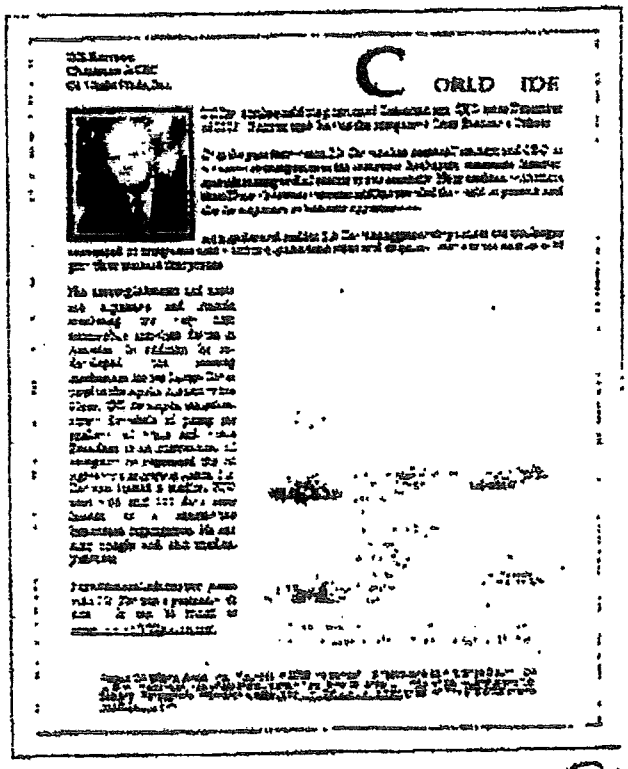
Date: 11/29/09

For: C4 WorldWide, Inc.

Signature

Name/Title: DR Rawson, CEO

Date: 11/27/09



C ORLD IDE

G4 WORLDWIDE

Exhibit A

Legent New Securities Account Application (separate pdf)

(This Exhibit is a separate document but is considered to be Exhibit A to this Agreement)

C4 WORLDWIDE

Exhibit B

C4 WorldWide, Inc. Corporate Resolution

CERTIFICATE OF CORPORATION RESOLUTION:

To Secure a Loan of $ 1,800,000 USD

I, Richard Price, Secretary of C4 WorldWide, Inc., do hereby certify that at a duly constituted meeting of the Directors of the Corporation held via telephonic and electronic communication on 11/29/06 and it was upon a motion duly made and seconded, that the Board of Directors of C4 WorldWide, Inc. unanimously adopted the following resolution.

RESOLVED, that the CEO, Mr. DR Rawson, shall be authorized to secure a loan in the amount of up to $1,800,000 USD from [redacted], LLC, the documentation of which shall be a Joint Venture Agreement. The purpose of which is to purchase CMOs that can be internationally leveraged to provide a return stated in the joint Venture Agreement dated November 29th, 2006 between the two Parties. Heli-Ops International, LLC

WE FURTHER RESOLVE and understand that the ownership of the CMOs will be proportional with 51% (controlling interest) for C4 and 49% for Heli-Ops, LLC. We also understand that upon receipt of the $30,000,000 guaranteed return, full ownership of the CMOs will revert to C4 WorldWide, Inc.

WE REQUEST that the loan amount be placed into our Wells Fargo account number: [redacted]2177. This account is at the Wells Fargo Branch on Research Blvd. in Austin, Texas under our name: C4 WorldWide, Inc.

I, Richard Price, Secretary of C4 WorldWide, Inc. certify that I am a duly elected and qualified Secretary and the custodian of the books and records of C4 WorldWide, Inc., a corporation duly formed pursuant to the laws of the State of California, in the United States of America and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the By-laws of the Corporation on 11/29/06 and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the Corporation this 11/29/06.

ATTEST.

[redacted], Secretary and CEO of the Corporation

[redacted], Chairman of the Board

C4 WORLDWIDE

Exhibit C
Promissory Note between JVP and C4WW dated November 29, 2009

Promissory Note and Security Interest in the CMO

Date: November 29, 2009

Borrower:

C4 WorldWide, Inc. (a California Corporation)
110 Square
8751 Dowey Drive
Garden Grove, CA 92841
+714-876-6136 Main Number
+714-276-2127 Fax
www.C4WorldWide.com

Banking:
Wells Fargo Bank
13749 Research Blvd.
Austin, TX 78750
+512-344-8110 Main Number
+512-219-6162 Fax

ABA Number: 111900659
Account Number: [redacted]2177

Bank Officer Assigned: Mr. Ron Westbrook

Lender Information:

Heli Ops International LLC
101 Wass Way
Minden, NV 89423
[redacted] Main Number 775-782-4040
[redacted] Fax 775-782-0140

Loan Information:
Transaction Number: 20093011-01
Loan Amount: $1,000,000
Loan Period: Two (2) months from the date received via direct wire transfer or deposit into the Borrower's account.

C4 WorldWide, Inc., a California corporation promises to pay, for value received, the amount of Twenty Million USD ($ 20,000,000) to Heli Ops International, LLC as per the terms specified in the Joint Venture Agreement between these two parties dated November 29, 2009.

The full repayment per the above schedule will end on the 30th of December, 2009.

Security
This is a fully secured note. The Borrower will use the proceeds to purchase Collateralized Commercial Obligation (CMO) financial instrument that is AA Rated as provided by the Bank of America and/or Credit Suisse as collateral for this loan. The Lender will verify the Borrowers receipt of the CMOs using the

Initials _____ Initials _____

C ORLD IDE

information from the Securities House after a Joint Securities Account for the CMOs has been created. The CMOs purchased with the proceeds of this loan to C4WW will be initially owned fifty-one percent (51%) by C4 WorldWide, Inc and forty-nine percent (49%) by JVP.

All parties to this Agreement will have access and review the balances and activity of this account at any time via the internet with a secure account and PIN number. Borrower is protected under the Uniform Commercial Code which speaks specifically to *"Protected purchasers" of securities* establishes an exception to the *"nemo dat"* principle for a "protected purchaser" of a certificated or uncertificated security. A purchaser means either a buyer of the securities or a lender with a security interest in the securities. A protected purchaser is a purchaser of a certificated or uncertificated security who gives value, obtains control of the security and does not have notice of any adverse claim to the security. Furthermore, a protected purchaser will acquire its interest in the security free of all adverse claims; acquiring better rights in the collateral than its transferor has. (See U.C.C. § 8-303)

Borrower agrees that until the agreed upon amount due under this promissory note is paid, this note will also be the security agreement giving the Lender a security interest in the in the CMO referenced in the previous paragraph and the Joint Venture Agreement dated November 29, 2009 between the Lender and the Borrower.

If Lender pursues and prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and attorney fees in an amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note.

No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned. The rights of the Lender shall be cumulative and not necessarily successive.

This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California. Agreed to by:

Borrower: C4 WorldWide, Inc.

Signature/Title

Printed name: DR Rawson

(C4 Corporate Seal)

Lender: Hall Ops International, LLC

Member

Signature/Title

Printed Name: Jeffrey K. Cain

Initials Initials

C4 WORLDWIDE

THIS JOINT VENTURE AGREEMENT (the "Agreement"), made and entered into as of this 29th day of November, 2009, by and between C4 WorldWide, Inc. a California corporation (hereinafter "C4WW") and Heli-Ops, LLC (hereinafter "JVP").

ARTICLE I

GENERAL PROVISIONS

1.01 Business Purpose. The business purpose of the Joint Venture shall be to use the proceeds of the $1,000,000 USD loan from JVP that was signed for in a Promissory Note (*Exhibit C*) between JVP and C4WW lending C4WW the capital to acquire and then leverage Collateralized Mortgage Obligations, (CMOs) with a face value of up to $1,000,000,000 USD purchased from a licensed U.S. Securities Trader. The objective is to gain $40,000,000 USD or more from the results thereof for the parties to this Agreement.

1.02a. Exhibits and Resolutions. The Securities Account Application used to apply for and secure CMOs discussed herein shall be considered *Exhibit A* to this agreement and shall be fully completed and executed by all parties before this Agreement is accepted by either party.

1.02b. C4WW will provide its' Corporate Resolution authorizing it to borrow one million USD ($1,000,000) from JVP as a loan for the purpose as stated in 1.01 above. A hard copy of the resolution shall be considered *Exhibit B* of this Agreement.

1.02c. JVP is not required to supply a copy of its Corporate Resolution authorizing it to lend one million USD ($1,000,000) to C4WW.

1.03 Term of the Agreement. This Joint Venture shall commence on the date first above written and shall continue in existence until the terms of the Agreement have been met by C4WW.

ARTICLE II

GENERAL DEFINITIONS

The following comprise the general definitions of terms utilized in this Agreement:

2.01 Affiliate. An Affiliate of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Joint Venture. A Joint Venture (participation in the same business venture) by two or more parties as defined by an Agreement between the parties.

C4 WORLDWIDE

2.03 Profits. Any income or loss of the Partnership for federal income tax purposes determined by the Partnership's fiscal year, including, without limitation, each item of Partnership income, gain, loss or deduction.

ARTICLE III

OBLIGATIONS OF THE JOINT VENTURERS

3.01 Party Responsible. C4WW is solely responsible for all operations and decisions of the Joint Venture.

3.02 Priority Compensation. C4WW hereby grants JVP "priority" compensation from the proceeds and profits derived from leveraging CMOs.

ARTICLE IV

CMO OWERNERSHIP AND COMPENSATION:

4.01 Initial CMO Ownership. The CMOs purchased from the one million USD ($1,000,000) JVP loan to C4WW will be initially owned fifty-one percent (51%) by C4 WorldWide, Inc and forty-nine percent (49%) by JVP.

4.02 C4WW shall create and activate a Joint Securities Account for the CMOs held by the participants of this agreement. Within 48 hours of its creation, all parties may access and review the balances and activity of this account at any time via the Internet with a secure account and PIN number.

4.03 Final CMO Ownership. Final CMO ownership shall be held one hundred percent (100%) by C4WW and zero percent (0%) by JVP once the terms of 4.04 have been met.

4.04 JVP Compensation. The first twenty million USD ($20,000,000) received from the proceeds and profits of leveraging the CMOs in international trade will go to the JVP on a priority basis prior to any disbursements to C4WW.

4.05 C4WW Compensation. C4WW will be compensated from the success of the venture when JVP has been fully compensated per 4.04 above and proceeds and profits from the venture exceed twenty million USD ($20,000,000).

4.06 Deposit of JVP Compensation. JVP authorizes and directs C4WW to deposit compensation as described in 4.04 above into a JVP account. Prior to final execution of this agreement, JVP shall provide C4WW with the following account information:

Initials _____ Initials _____

A. App.2072

C4 WORLDWIDE

[Bank Name]_____
[City and Country]_____
[ABA Routing or Bank identification Number]_____
[Name on the Account]_____
[Account Number]_____
[Bank Telephone Number]_____
[Banking Contact] _____

ARTICLE V

RIGHTS AND DUTIES OF THE JOINT VENTURERS

5.01 Business of the Joint Venture. C4WW shall have full, exclusive and complete authority and discretion in the management and control of the business of the Joint Venture for the purposes herein stated and shall make all decisions affecting the business of the Joint Venture. At such, any action taken shall constitute the act of, and serve to bind, the Joint Venture. C4WW shall manage and control the affairs of the Joint Venture to the best of its ability and shall use its best efforts to carry out the business of the Joint Venture. JVP shall not participate in or have any control over the Joint Venture business nor shall it have any authority or right to act for or bind the Joint Venture.

ARTICLE VI

AGREEMENTS WITH THIRD PARTIES AND WITH AFFILIATES OF THE JOINT VENTURERS

6.01 Validity of Transactions. Affiliates of the parties to this Agreement may be engaged to perform services for the Joint Venture. The validity of any transaction, agreement or payment involving the Joint Venture and any Affiliates of the parties to this Agreement otherwise permitted by the terms of this Agreement shall not be affected by reason of the relationship between them and such Affiliates or the approval of said transactions, agreement or payment.

6.02 Other Business of the Parties to this Agreement. The parties to this Agreement and their respective Affiliates may have interests in businesses other than the Joint Venture business. The Joint Venture shall not have the right to the income or proceeds derived from such other business interests and, even if they are competitive with the Partnership business, such business interests shall not be deemed wrongful or improper.

ARTICLE VII

PAYMENT OF EXPENSES

All expenses of the Joint Venture shall be paid by C4 WW and shall be reimbursed by the Joint Venture.

C4 WORLDWIDE

ARTICLE VIII

INDEMNIFICATION OF THE JOINT VENTURERS

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct. The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the Joint Venture.

ARTICLE IX

DISSOLUTION

9.01 Events that will terminate this Agreement. The Joint Venture shall be dissolved on the basis of 4.04 above or upon any one or combination of the following events:

(a) Once the agreed upon amount in 4.04 has been received by JVP, this Agreement will expire.

(b) The adjudication of bankruptcy, filing of a petition pursuant to a Chapter of the Federal Bankruptcy Act, withdrawal, removal or insolvency of either of the parties.

(c) The sale or other disposition, not including an exchange of all, or substantially all, of the Joint Venture assets.

(d) Mutual agreement of the parties.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 Books and Records. The Joint Venture shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture.

10.02 Joint bank account. The funds loaned to C4WW will be held in a separate checking account from all other C4WW funds. The JVP and C4WW will jointly own a bank account where the proceeds of the loan will be held, used and administered as determined by this Agreement. Pursuant to 5.01 above, C4WW will administer and control the joint checking account.

10.03 Proof of Funds. All monies received from the JVP as a loan to C4WW shall be kept in a separate checking account from all other C4WW funds, see 10.02 above. The JVP will be able to view the account balance online via the Internet at any time from any Internet and computer enabled location.

Initials _____ Initials _____

A. App.2074

G4 WORLDWIDE

10.04 Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

10.05 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

10.06 Headings. The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

10.07 Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

10.08 Applicable Law and Venue. This Agreement shall be construed and enforced under the laws of the State of California.

10.09 Other Instruments. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

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Initials _____ Initials _____

A. App.2075

C4 WORLDWIDE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and agree to its terms and conditions:

For: _____

_____
Signature

Name/Title: _____

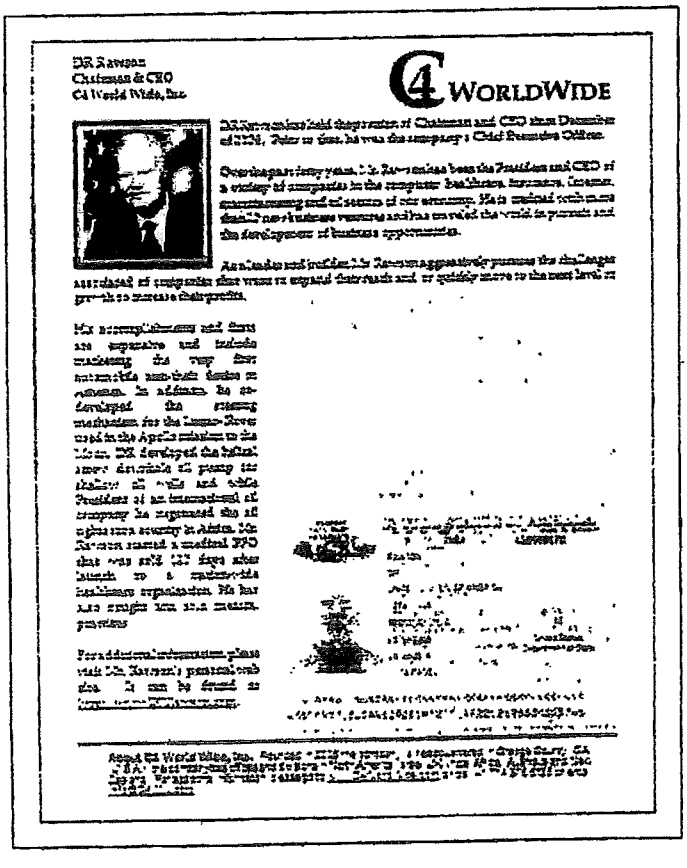
Date: _____

For: C4 WorldWide, Inc.

DR Rawson
Signature

Name/Title: DR Rawson, CEO

Date: 11/29/09


DR Rawson
Chairman & CEO
C4 World Wide, Inc.

C4 WORLDWIDE

Initials _____ Initials _____

4WORLDWIDE

Exhibit A

Legent New Securities Account Application (separate pdf)

(This Exhibit is a separate document but is considered to be Exhibit A to this Agreement)

Initials _____ Initials _____

A. App.2077

C4 WORLDWIDE

Exhibit B

C4 WorldWide, Inc. Corporate Resolution

CERTIFICATE OF CORPORATION RESOLUTION:

To Secure a Loan of $ 1,000,000 USD

I, Richard Price, Secretary of C4 WorldWide, Inc., do hereby certify that at a duly constituted meeting of the Directors of the Corporation held via telephonic and electronic communication, on 11/29/09 and it was upon a motion duly made and seconded, that the Board of Directors of C4 WorldWide, Inc. unanimously adopted the following resolution:

RESOLVED, that the CEO, Mr. DR Rawson shall be authorized to secure a loan in the amount of up to $1,000,000 USD from Heli-Ops, LLC. The documentation of which shall be a joint venture Agreement. The purpose of which is to purchase CMOs that can be internationally leveraged to provide a return stated in the Joint Venture Agreement dated November 29th, 2009 between the two Parties.

WE FURTHER RESOLVE and understand that the ownership of the CMOs will be proportioned with 51% (controlling interest) for C4 and 49% by Heli-Ops, LLC. We also understand that upon receipt of the $20,000,000 promised return, full ownership of the CMOs will revert to C4 WorldWide, Inc.

WE REQUEST that the loan amount be placed into our Wells Fargo account number: [redacted]2177. This account is at the Wells Fargo Branch on Research Blvd. in Austin, Texas under our name: C4 WorldWide, Inc.

I, Richard Price, Secretary of C4 WorldWide, Inc. certify that I am a duly elected and qualified Secretary and the custodian of the books and records of C4 WorldWide, Inc., a corporation duly formed pursuant to the laws of the State of California, in the United States of America and that the forgoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the Corporation on 11/29/09 and that said resolution is now in full force and effect without modification or rescission.

IN WHITNESS WHEREOF, I have executed my name as Secretary of the Corporation this 11/29/09.

ATTEST.

Richard Price, Secretary and CFO of the Corporation

DR Rawson, Chairman & CEO

Corporate Offices: [illegible]

Initials DR Initials____

C4 WORLDWIDE

Exhibit C
Promissory Note between JVP and C4WW dated November 29, 2009

Promissory Note and Security Interest in the CMO

Date: November 29, 2009

Borrower:

C4 WorldWide, Inc. (a California Corporation)
110 Square
8751 Dewey Drive
Garden Grove, CA 92841
+714-876-6136 Main Number
+714-276-2127 Fax
www.C4WorldWide.com

Banking:
Wells Fargo Bank
13749 Research Blvd.
Austin, TX 78750
+512-344-8110 Main Number
+512-219-6162 Fax

ABA Number: 111900659
Account Number: [redacted]2177

Bank Officer Assigned: Mr. Ron Westbrook

Lender Information:

Heli-Ops, LLC
101 Wass Way
Minden, NV 89423
+775-782-8600 Main Number
+775-782-0008 Fax

Loan Information:
Transaction Number: 20093011-01
Loan Amount: $1,000,000
Loan Period: Two (2) months from the date received via direct wire transfer or deposit into the Borrower's account.

C4 WorldWide, Inc., a California corporation promises to pay, for value received, the amount of Twenty Million USD ($ 20,000,000) to Heli-Ops, LLC as per the terms specified in the Joint Venture Agreement between these two parties dated November 29, 2009.

The full repayment per the above schedule will end on the 30th of November. 2009.

Security
This is a fully secured note. The Borrower will use the proceeds to purchase Collateralized Commercial Obligation (CMO) financial instrument that is AA Rated as provided by the Bank of America and/or Credit Suisse as collateral for this loan. The Lender will verify the Borrowers receipt of the CMOs using the

Initials Initials ____

C4 WORLDWIDE

information from the Securities House after a Joint Securities Account for the CMOs has been created. The CMOs purchased with the proceeds of this loan to C4WW will be initially owned fifty-one percent (51%) by C4 WorldWide, Inc and forty-nine percent (49%) by JVP.

All parties to this Agreement will have access and review the balances and activity of this account at any time via the Internet with a secure account and PIN number. Borrower is protected under the Uniform Commercial Code which speaks specifically to *"Protected purchasers" of securities* establishes an exception to the *"nemo dat"* principle for a "protected purchaser" of a certificated or uncertificated security. A purchaser means either a buyer of the securities or a lender with a security interest in the securities. A protected purchaser is a purchaser of a certificated or uncertificated security who gives value, obtains control of the security and does not have notice of any adverse claim to the security. Furthermore, a protected purchaser will acquire its interest in the security free of all adverse claims; acquiring better rights in the collateral than its transferor has. (See U.C.C. § 8-303)

Borrower agrees that until the agreed upon amount due under this promissory note is paid, this note will also be the security agreement giving the Lender a security interest in the in the CMO referenced in the previous paragraph and the Joint Venture Agreement dated November 29, 2009 between the Lender and the Borrower.

If Lender pursues and prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and attorney fees in an amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note.

No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned. The rights of the Lender shall be cumulative and not necessarily successive.

This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California. Agreed to by:

Borrower: **C4 WorldWide, Inc.**

Signature/Title

Printed name: DR Rawson

{C4 Corporate Seal}

Lender: **Heli-Ops, LLC**

Signature/Title

Printed Name: _____

Initials Initials____

EXHIBIT 3

EXHIBIT 3

Wells Fargo Simple Business Checking

Account number: [redacted]2177 ■ November 1, 2009 - November 30, 2009 ■ Page 1 of 3

WELLS FARGO

C4 WORLDWIDE, INC
7582 LAS VEGAS BLVD S STE 515
LAS VEGAS NV 89123-1009

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)
TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
Post Office Box 266000
Dallas, TX 75326

Your Business and Wells Fargo

Discover Wells Fargo s online educational resources, including audio and video content, newsletters and articles that provide information, strategies and actionable tips to help your business navigate today s challenging environment. To find out more visit wellsfago.com/biz/education.

Account options

A check mark in the box indicates you have these convenient services with your account. Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Rewards for Business Check Card	☐
Online Statements	☐
Business Bill Pay	☑
Business Spending Report	☑
Overdraft Protection	☐

Activity summary

Beginning balance on 11/1	$40 00
Deposits/Credits	1,000,020 00
Withdrawals/Debits	- 10 00
Ending balance on 11/30	**$1,000,050.00**
Average ledger balance this period	$33,393 00

Account number: [redacted]2177
C4 WORLDWIDE, INC
Texas/Arkansas account terms and conditions apply

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed at the top of your statement or visit your Wells Fargo branch

WELLS FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/30		Monthly Service Fee Reversal	20.00		
11/30		WT Seq#82957 Skydance Helicopters of /Org= Srf# Fw0644833485037[redacted] Trn#091130082957 Rfb#	1,000,000.00		
11/30		Wire Trans Svc Charge - Sequence: 091130082957 Srf# Fw0644833485037[redacted] Trn#091130082957 Rfb#		10.00	1,000,050.00
Ending balance on 11/30					**1,000,050.00**
Totals			**$1,000,020.00**	**$10.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement. $ _____ + $ _____ + $ _____ + $ _____

TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register. $ _____

Number	Items Outstanding	Amount

EXHIBIT 4

EXHIBIT 4

Expanded Business Services ® Package

Account number: [redacted]2177 ■ December 1 2009 - December 31 2009 ■ Page 1 of 5

C4 WORLDWIDE, INC
13115 AMARILLO AVE
AUSTIN TX 78729-7542

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)
TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
Post Office Box 268000
Dallas, TX 75326

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Activity summary

Beginning balance on 12/1	$1,000,050.00
Deposits/Credits	1,001,000.00
Withdrawals/Debits	- 1,810,327.16
Ending balance on 12/31	**$190,722.84**
Average ledger balance this period	$252,239.21

Account number: [redacted]2177
C4 WORLDWIDE, INC
Texas/Arkansas account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN) 111900659
For Wire Transfers use
Routing Number (RTN) 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection
■ Savings - 0000003163489010

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/1		WT Fed#06368 Bank of America N [illegible] Fw03873335405088 Trn#091201099155 Rfo#		125,000.00	
12/1		Withdrawal Made IN A Branch/Store		100,000.00	

WELLS FARGO

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/1		WT Fed#[redacted] Washington Mutual Bank, NA/C /Ftr/Bnf=Alan E Goodwin and Linda S Edwards Srf# Fw[redacted] Tm#[redacted] Rfb#		45,000.00	
12/1		WT Fed#[redacted] Jpmorgan Chase Ban /Ftr/Bnf=Mike Kavanagh Srf# Fw[redacted] Tm#091201009106 Rfb#		15,000.00	
12/1		WT Fed#05743 Bank of America, N A /Ftr/Bnf=Raven" Srf# Fw[redacted] Tm#091201098[redacted] Rfb#		12,000.00	
12/1		WT Fed#05153 Bank of America, N /Ftr/Bnf=[redacted]Bailey Bracuckford Srf# Fw03873335804188 Tm#091201[redacted] Rfb#		12,000.00	
12/1		Withdrawal Made IN A Branch/Store		8,500.00	
12/1		WT Fed#05933 Bank of America, N /Ftr/Bnf=Randal Zuniga Srf# Fw[redacted] Tm#[redacted] Rfb#		8,000.00	
12/1		WT Fed#[redacted]31 Navy Fed /Ftr/Bnf=Cindy Edwards Srf# Fw[redacted] Tm#[redacted] Rfb#		7,500.00	
12/1		WT Fed#05934 Bank of America, N /Ftr/Bnf=Pamela" Srf# Fw03873335450188 Tm#091201098[redacted] Rfb#		7,500.00	
12/1		Withdrawal Made IN A Branch/Store		7,000.00	
12/1		WT Fed#05929 Riverside National /Ftr/Bnf=Mike Feester Independe Srf# Fw[redacted] Tm#091201098106 Rfb#		6,000.00	
12/1		WT Fed#05932 Capital One /Ftr/Bnf=Cynthia Cardenas Srf# Fw[redacted] Tm#091201098110 Rfb#		2,500.00	
12/1		WT 091201-098398 Lloyds Tsb Bank Plc /Bnf=Lee Lam Srf# Fw[redacted] Tm#[redacted] Rfb#		1,000.01	
12/1		WT Fed#[redacted] Arkansas Bankers' /Ftr/Bnf=Melinde King Srf# Fw[redacted] Tm#[redacted] Rfb#		1,000.00	
12/1		WT 091201-098382 Asb Bank [redacted]/Bnf=Valuation Results Limited Srf# Fw03873335088[redacted] Tm#[redacted] Rfb#		1,000.00	641,049.99
12/2		WT Seq#59213 Wells Fargo Wires - Por /Org= Srf# 2009120200022953 Tm#091202059213 Rfb#	1,000.00		
12/2		Wire Trans Svc Charge - Sequence: 091202070674 Srf# Fw[redacted] Tm#[redacted] Rfb#		20.00	
12/2		WT Fed#05702 The Bank of New Yo /Ftr/Bnf=Legent Clearing Srf# Fw[redacted] Tm#[redacted] Rfb#		255,000.00	
12/2		WT Fed#07307 National City Bank /Ftr/Bnf=Jeffrey Zimmerman Srf# Fw03873336626788 Tm#[redacted] Rfb#		25,000.00	
12/2		WT Fed#07306 Bank of America, N /Ftr/Bnf=Lynnda Penn Srf# Fw03873336046788 Tm#091202[redacted] Rfb#		25,000.00	
12/2		Transfer to Sav #[redacted]89010		100.00	336,929.99
12/3		Wire Trans Svc Charge - Sequence: 091203059818 Srf# Fw[redacted] Tm#[redacted] Rfb#		20.00	
12/3		WT Fed#03601 Arkansas Bankers' /Ftr/Bnf=Bank of Lake Village Srf# Fw[redacted] Tm#[redacted] Rfb#		1,000.00	
12/3		Bill Pay Dayslay on-Line Not Applicable on 12-03		8,000.00	327,909.99
12/4		WT Fed#05107 Suntrust Bank /Org=Anchor Title Services LLC Srf# 2009120400013728 Tm#091204077029 Rfb#	500,000.00		
12/4		Wire Trans Svc Charge - Sequence: 091204077029 Srf# 2009120400013728 Tm#[redacted] Rfb#		10.00	827,899.99
12/8		Harland Clarke Check/Acc [redacted]02021 CS Worldwide, Inc		104.36	
12/8		Transfer to DDA #[redacted]0080		1,000.00	
12/8		Transfer to DDA #[redacted]0098		1,000.00	
12/8	1001	Check		2,500.00	823,295.63
12/9		Wire Trans Svc Charge - Sequence: 091209078385 Srf# Fw03873343205339 Tm#091209078385 Rfb#		20.00	
12/9		WT Fed#05702 The Bank of New Yo /Ftr/Bnf=Legent Clearing Srf# Fw03873343205339 Tm#091209078385 Rfb#		750,000.00	73,275.63
12/10		Check Crd Purchase 12/09 Godaddy Com 480-5058855 AZ 491986Xxxxx1106 344040008667219 MsC=4816 1118[redacted]		10.87	73,264.76
12/11		Wire Trans Svc Charge - Sequence: 091211078542 Srf# Fw[redacted] Tm#[redacted] Rfb#		20.00	

WELLS FARGO

Transaction history *(continued)*

Date	Check Number	Description	Deposits Credits	Withdrawals Debits	Ending daily balance
12/11		WT Fed#05383 Jpmorgan Chase Ban /Ftr/Bnf=Mike Kavanagh Srf# Fw03873345858059 Trn#09121107354 2 Rfb#		16,000.00	57,244.76
12/14		Wire Trans Svc Charge - Sequence: 091214036820 Srf# Fw03873346897559 Trn#091214036820 Rfb#		20.00	
12/14		WT Fed#08661 Bank of America, N /Ftr/Bnf=Matthew Hartstein Srf# Fw03873346897559 Trn#091214036820 Rfb#		10,000.00	47,224.76
12/18		Wire Trans Svc Charge - Sequence: 091215004131 Srf# Fw03873351618559 Trn#091215004131 Rfb#		20.00	
12/18		WT Fed#05378 Bank of America, N /Ftr/Bnf=Lavana Penn Srf# Fw03873351618559 Trn#091215004131 Rfb#		25,000.00	22,204.76
12/23		WT Fed#00322 Colonial Bank /Org=New Hope Capital Foundation Srf# 091223067367107 Trn#091223023088 Rfb#	500,000.00		
12/23		Wire Trans Svc Charge - Sequence: 091223049173 Srf# Fw03873357914221 Trn#091223049173 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223050799 Srf# Fw03873357994221 Trn#091223050799 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223050887 Srf# Fw03873357135221 Trn#091223050887 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223057024 Srf# Fw03873357705221 Trn#091223057024 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223061170 Srf# Fw03873357182221 Trn#091223061170 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223062882 Srf# Fw03873357998221 Trn#091223062882 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223062812 Srf# Fw03873357997221 Trn#091223062812 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223062984 Srf# Fw03873357116221 Trn#091223062984 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223063183 Srf# Fw03873357595221 Trn#091223063183 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223063339 Srf# Fw03873357795221 Trn#091223063339 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223063476 Srf# Fw03873357595221 Trn#091223063476 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223064567 Srf# Fw03873357995221 Trn#091223064567 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223065477 Srf# Fw03873357997221 Trn#091223065477 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223062569 Srf# 091223057997107 Trn#091223062569 Rfb#		10.00	
12/23		WT Fed#09041 Bank of America, N /Ftr/Bnf=D. Rawson Srf# Fw03873357995221 Trn#091223064567 Rfb#		155,500.00	
12/23		WT Fed#04531 National City Bank /Ftr/Bnf=Jeffrey Zimmerman Srf# Fw03873357914221 Trn#091223049173 Rfb#		100,000.00	
12/23		WT Fed#05177 Wachovia Bank, NA O /Ftr/Bnf=Alvin E. Godwin and ... ol G Edwards S=8 Fw03873357994221 Trn#091223050799 Rfb#		15,000.00	
12/23		WT Fed#05383 Jpmorgan Chase Ban /Ftr/Bnf=Mike Kavanagh Srf# Fw03873357135221 Trn#091223050887 Rfb#		8,000.00	
12/23		WT Fed#05662 Armed Forces Bank A /Ftr/Bnf=Edgar A. Brookins Jr. Srf# Fw03873357997221 Trn#091223062812 Rfb#		7,000.00	
12/23		WT Fed#06439 Bank of America, N /Ftr/Bnf=Mickey Shackelford Srf# Fw03873357182221 Trn#091223061170 Rfb#		5,000.00	
12/23		WT Fed#06608 Bank of America, N /Ftr/Bnf=Joe Baker Srf# Fw03873357998221 Trn#091223062682 Rfb#		5,000.00	
12/23		WT Fed#05293 Bank of America, N /Ftr/Bnf=Randal Zuniga Srf# Fw03873357705221 Trn#091223061024 Rfb#		4,500.00	
12/23		WT Fed#06242 Navy Fcu /Ftr/Bnf=Chris Edwards S=# Fw03873357795221 Trn#091223063326 Rfb#		4,500.00	
12/23		WT Fed#06192 Riverside National /Ftr/Bnf=Antonio Garcia Bus Mgmt Srf# Fw03873357595221 Trn#091223063183 Rfb#		2,500.00	

WELLS FARGO

Transaction history (continued)

Date	Check Number	Description	Deposits Credits	Withdrawals Debits	Ending daily balance
12/23		WT Fed#06130 Asb Bank Limited /Ftr/Bnf=Madison Results Ltd Srf# Fw036735571 18231 Trn#091223052984 Rfb#		1,000.00	
12/23		WT Fed#06312 Lloyds Tsb Bank Pl /Ftr/Bnf=Lee Lam Srf# Fw038738879627 21 Trn#091223055477 Rfb#		1,000.00	
12/23		WT Fed#06313 Arkansas Bankers /Ftr/Bnf=Bank of Lake Village Srf# Fw03873357559221 Trn#091223053476 Rfb#		500.00	212,434.76
12/24		Transfer to DDA [redacted]8377		9,500.00	
12/24		Transfer to DDA [redacted]5706		6,000.00	
12/24		Transfer to DDA [redacted]0098		1,000.00	195,934.76
12/28		Check Crd Purchase 12/26 Apple Store #R004 Costa Mesa CA 491986Xxxxxx1106 362940007700126 ?McC=5046 111900659DA90		4,528.15	191,406.61
12/30		Check Crd Purchase 12/28 Apple Store #R004 Costa Mesa CA 491986Xxxxxx1106 364940005336559 ?McC=5046 111900659DA90		683.77	190,722.84
Ending balance on 12/31					190,722.84
Totals			$1,001,000.00	$1,810,327.16	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount
1001	12/8	2,500.00

IMPORTANT ACCOUNT INFORMATION

Important Information - Effective March 17, 2010

Wells Fargo Business Platinum Check Card or Business ATM Card Transactions: The Foreign Currency Conversion Fee will be re-named International Purchase Transaction Fee. The fee for either network or merchant converted transactions completed outside the United States will be 3% of the transaction amount. You may transfer available funds between your linked primary checking and primary savings accounts at select non-Wells Fargo ATMs. The fee to transfer funds or to request a balance inquiry at non-Wells Fargo ATMs is $2.00 each (U.S. and International)

Collections-Domestic: Incoming/Outgoing Items with or without Documentation will be $25 per item. There will be a $25 Incoming/Outgoing Domestic Collection fee for Inbound Without Entry Claims.

Foreign & International Services. Foreign Drafts, $30 per order. International Item Collection of $250 or more, $75 each.

Branch Deposit Corrections fee will be $7.50 per correction.

For questions, please contact your local banker or call the phone number at the top of your statement. Your charges may vary depending on your account relationship. We appreciate your business and look forward to continuing to service your financial needs.

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058 Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period
3. Use the chart to the right to list any deposits, transfers to your account outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . $ _____

ADD

B. Any deposits listed in your $ _____
your register or transfers into $ _____
your account which are not $ _____
shown on your statement + $ _____

TOTAL $ _____

CALCULATE THE SUBTOTAL
(Add Parts A and B)

TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . - $ _____

CALCULATE THE ENDING BALANCE
(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . $ _____

Number	Items Outstanding	Amount

IN THE SUPREME COURT OF THE STATE OF NEVADA

PEGGY CAIN, AN INDIVIDUAL; JEFFREY CAIN, AN INDIVIDUAL; AND HELI OPS INTERNATIONAL, LLC, AN OREGON LIMITED LIABILITY COMPANY,

Appellants,

vs.

No. 69333

RICHARD PRICE, AN INDIVIDUAL; AND MICKEY SHACKELFORD, AN INDIVIDUAL,

Respondents.

/

PEGGY CAIN, AN INDIVIDUAL; JEFFREY CAIN, AN INDIVIDUAL; AND HELI OPS INTERNATIONAL, LLC, AN OREGON LIMITED LIABILITY COMPANY,

Appellants,

vs.

No. 69889

RICHARD PRICE, AN INDIVIDUAL; AND MICKEY SHACKELFORD, AN INDIVIDUAL,

Respondents.

/

PEGGY CAIN, AN INDIVIDUAL; JEFFREY CAIN, AN INDIVIDUAL; AND HELI OPS INTERNATIONAL, LLC, AN OREGON LIMITED LIABILITY COMPANY,

Appellants,

vs.

No. 70864

RICHARD PRICE, AN INDIVIDUAL; AND MICKEY SHACKELFORD, AN INDIVIDUAL,

Respondents.

/

Electronically Filed
Feb 02 2017 11:46 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' SUPPLEMENTAL APPENDIX

VOL. 13

APPEAL FROM JUDGMENT AND POST-JUDGMENT ORDERS IN THE NINTH JUDICIAL DISTRICT COURT, DOUGLAS COUNTY, THE HONORABLE THOMAS W. GREGORY, DISTRICT JUDGE

ROBERT L. EISENBERG (SBN 950)
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ATTORNEYS FOR APPELLANTS

CHRONO INDEX

CHRONO INDEX

CHRONOLOGICAL INDEX TO APPELLANTS' SUPPLEMENTAL APPENDIX

NO.	DOCUMENT	DATE	VOL.	PAGE NO.
83.	Exhibit 17 to Statement of Undisputed Material Facts[1]	08/31/12	11	1611-1612
84.	Opposition to Motion for Partial Summary Judgment	10/02/15	11	1613-1785
85.	Statement of Undisputed Material Facts in Support of Motion for Partial Summary Judgment	10/16/15	12	1786-2031
86.	Affidavit of Jeffrey Cain	10/16/15	13	2032-2039
87.	Motion for Partial Summary Judgment Against Defendant Richard Price	10/20/15	13	2040-2117

[1] This exhibit was Exhibit 17 to document number 11 in Appellants' Appendix at 1 A.App. 178-89, entitled "Statement of Undisputed Material Facts," filed on August 31, 2012. There were 40 exhibits attached to the document, totaling more than 220 pages. In the interests of brevity, we are only providing Exhibit 17, which consists of two pages (including the cover page).

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D. GOLEMF
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CASE NO.: 11-CV-0296

DEPT. NO.: 1

This document does not contain personal information of any person.

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN, an individual; and HELI OPS INTERNATIONAL, LLC, an Oregon limited liability company,

Plaintiffs,

v.

D.R. RAWSON, an individual; C4 WORLDWIDE, INC., a Nevada corporation; RICHARD PRICE, an individual; JOE BAKER, an individual; MICKEY SHACKELFORD, an individual; MICHAEL K. KAVANAGH, an individual; JEFFREY EDWARDS, an individual; and DOES 1 through 10, inclusive,

Defendants.

AFFIDAVIT OF JEFFREY CAIN

MATUSKA LAW OFFICES, LTD.
2310 S. CARSON STREET, STE 6
CARSON CITY, NEVADA 89703
(775) 350-7220

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

COMES NOW, JEFFREY K. CAIN, being first duly sworn, deposes and says:

1. I am a Plaintiff in the above-entitled action. I am over the age of eighteen (18) and I am competent to make this affidavit. I have firsthand knowledge of the facts recited herein and I am competent to testify to these facts if called up to do so.

2. I am married to Peggy Cain. We are residents of Douglas County, Nevada.

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A. App.2032

3. We are the owners of Heli Ops International, LLC, which is organized under the laws of the State of Oregon, but maintains its principal place of business at the Minden Airport, 101 Wass Way, Minden, Nevada. I am the managing member of Heli Ops. Heli Ops was created to serve as a vehicle for raising capital for our other aviation related businesses, all of which are incorporated in Nevada and operate from the same location.

4. In 2009, we considered purchasing another helicopter company, Carson Helicopters. The stated purchase price was $20,000,000. At that time, we began discussions with our CPA, Dan Witt, about potential investments to generate funds to use for this purchase. Mr. Witt referred us to Kerry Rucker, a business consultant and loan broker, who mentioned as a possibility the program that Defendants were offering through C4 Worldwide for the purchase of Collateralized Mortgage Obligations ("CMOs"). We enlisted Mr. Rucker as a consultant to research C4, the individual Defendants, and the CMO program they offered.

5. Mr. Witt and Mr. Rucker began researching C4 Worldwide and its officers and directors, including the Defendants named herein.

6. Mr. Witt and Mr. Rucker forwarded some information to me and I also reviewed the information on C4's website. This information included resumes of all of the named Defendants, which portray them as leaders in industry and finance (**Ex. "5"**), and the "CMO Leverage-Up" memo, which claims that a $1,000,000 investment in its CMO program will return $20,000,000 (**Ex. "6"**). The CMOs would also return an interest "dividend" that would generate a substantial monthly return.

7. Mr. Witt and Mr. Rucker also personally met with DR Rawson ("Rawson") in November 2009. John Hayner was also present, who represented himself as an attorney, even though it now turns out he is not admitted to practice law.

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(775) 350-7220

A. App.2033

8. Based on the information provided to and received by Witt and Rucker, we continued to investigate C4's CMO program. C4 has disabled their website.

9. We would not have invested in C4's CMO program if DR Rawson had been promoting the program alone. Rather, C4 and the individuals involved reinforced the point that C4 was comprised of individuals who were very successful, respected, and established in their various industries, that they were experienced in the type of financial investments which they were promoting, and that they were actively engaged. These representations were false, as the Defendants had no experience in the investments they were marketing. (See Answer to Interrogatory No. 10, **Ex. "14"**).

10. We carefully reviewed the resumes and information before proceeding with the investment. We were very impressed with those resumes and the information provided about the individual Defendants and that was a strong factor in our decision to proceed.

11. Based on the Inducements and Representations, on November 29, 2009, Heli Ops entered into a Joint Venture Agreement ("JVA") and Promissory Note (the "Note") with C4, whereby Heli Ops would loan C4 $1,000,000 (the "Heli Ops Loan Proceeds") (**Ex. "7"**).

12. I executed the JVA on behalf of the Plaintiffs. Rawson executed the JVA for C4.

13. According to the terms of the JVA and Note, Defendants would use the Heli Ops Loan Proceeds to acquire and leverage CMOs "with a face value of up to $1,000,000,000 USD purchased from a licensed U.S. Securities Trader. The objective is to gain $40,000,000 USD or more from the results thereof for the parties to this Agreement."

14. The material terms in the JVA and Promissory Note included the following:

a. The CMOs purchased from the Heli Ops loan would initially be owned fifty-one percent (51%) by C4 and forty-nine percent (49%) by Heli Ops;

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b. The first $20,000,000 received from the proceeds and profits of leveraging the CMOs would go to Heli Ops on a priority basis prior to any disbursements to C4;

c. Upon payment of $20,000,000 to Heli Ops, C4 would own one hundred percent (100%) of the CMOs; and

d. Heli Ops was to be paid $20,000,000 by December 31, 2009.

15. On November 30, 2009, Heli Ops transferred $1,000,000 to C4's Wells Fargo bank account ending in xxxx2177 (**Exs. "17" and "20"**). I executed the wire transfer instructions at a Wells Fargo branch bank in Carson City, Nevada.

16. In November 2009, before I wired the $1,000,000, I had an initial telephone call to discuss this transaction. DR Rawson was on the telephone call, as were Richard Price, John Hayner, their unlicensed attorney, and Randel Sherwood, a broker who was working with them. Richard Price attempted to establish a rapport with me by telling me that he was engaged in the oil and gas business as I am. I was instructed to wire the money to the Wells Fargo branch bank in Austin, Texas. They explained that Richard Price was handling the account. Prior to wiring the money, I called the manager for the Wells Fargo branch bank in Austin, Texas, to ask about Richard Price. The bank representative I spoke with confirmed that Richard Price was authorized for that account.

17. Beginning on December 1, 2009, C4 and its officers and directors diverted at least $804,327.20 from C4's Wells Fargo bank account ending xxxx2177 to themselves and their family members (**Ex. "21"**).

18. That I never knew until I reviewed some bank statements provided by C4 in this case that the Defendants used Heli Ops' money to pay themselves or to make loans to themselves. I never approved those payments.

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19. To conceal the diversion of funds, C4 entered into a similar Joint Venture Agreement (the "New Hope JVA") with New Hope Capital ("New Hope") on December 3, 2009 (**Ex. "8"**).

20. The Defendants eventually transferred $1,000,000 to EKN Financial (the broker) to purchase the CMOs through the Legent (clearing house) account ending xxxx3911, but only after obtaining funds from New Hope (**Exs. "10" and "21"**). New Hope loaned $1,000,000 to C4, and C4 transferred a forty-nine percent (49%) ownership in the CMOs. As such, the Heli Ops Loan Proceeds were commingled with the New Hope Capital Loan and C4 retained only a two percent (2%) interest in the CMOs. Thus, a Ponzi scheme, whereby the funds provided by the later investors were used to make up for shortfalls owing to the previous investors, is now evident.

21. C4 defaulted on its obligations under the terms of the JVA and Note and failed to pay the $20,000,000 due on December 31, 2009, or to refund any portion of the loan.

22. Pursuant to the terms of the February 25, 2010 Settlement Agreement and Release of All Claims ("Settlement Agreement"), C4 acknowledged liability to us and agreed to pay the $20,000,000 plus accumulated interest at nine percent (9%) per annum from December 31, 2009, no later than ninety (90) days from February 25, 2010 (the "Settlement Agreement Payment"). As security for the payment, C4 agreed to assign an additional forty-nine percent (49%) interest in the CMOs no later than March 4, 2010, with certain reassignments after we received payment (**Ex. "18"**).

23. I executed the Settlement Agreement on behalf of the Plaintiffs. DR Rawson executed the Settlement Agreement for the Defendants.

24. At the time the Settlement Agreement was executed, the Defendants knew or should have known that C4 was an unfunded shell corporation that had no ability to repay its debts

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and that it could not transfer an additional forty-nine percent (49%) in the CMOs to us because it had already transferred that interest to New Hope.

25. We complied with the terms of the Settlement Agreement. C4 and its Officers/Directors failed to pay the Settlement Agreement Payment or transfer the CMOs.

26. Defendants continued to report on their efforts to securitize the CMOs to generate funds. These communications are too voluminous to append to a brief, but see for example **Exs. "22" and "23."**

27. All of the Defendants, including Richard Price, Joe Baker, Mickey Shackelford, and Jeffrey Edwards, were parties to the communications about the various efforts to pay us off and to assure us that they we were a top priority.

28. On June 24, 2010, C4 informed us that it could pay $6,125,000 (**Ex. "24"**). This did not happen.

29. Following various failed efforts to sell or otherwise monetize the CMOs, on October 18, 2010, C4 informed us that it wanted to work through a new trader, Henry T. Hammond, Jr. ("Hammond"). C4 further informed us that it needed the CMOs transferred from the EKN/Legent Account to an account with Penson Financial Services ("Penson") (**Ex. "25"**).

30. I signed a new account application for C4 to open an account with Penson ("Penson Account"). The forms I signed and returned confirm that Heli Ops owned the CMOs and that I was the secondary, forty-nine percent (49%), account owner of the Penson Account (**Ex. "26"**). This was false and did not identify New Hope's interest in the CMOs.

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31. The C4 Officers/Directors approved the resolutions to move the CMOs and open the Penson Account to allow trading (**Exs. "27" and "28"**).

32. On October 28, 2010, Rawson, acting with authority from the Other C4 Officers/Directors, including Edwards, instructed Penson to transfer the CMOs to Golden Summit (**Ex. "29"**). Rawson did so without my consent and despite the previous agreement(s) to transfer C4's interest to Heli-Ops.

Dated this 14 day of October 2015.

JEFFREY CAIN

SUBSCRIBED and SWORN before me this 14th day of October 2015, by JEFFREY CAIN.

LIZ STERN
Notary Public-State of Nevada
APPT. NO. 10-1717-3
My App. Expires April 10, 2016

NOTARY PUBLIC

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd., and that on the 16th day of October 2015, I served a true and correct copy of the preceding document entitled **AFFIDAVIT OF JEFFREY CAIN (RE: MOTION FOR PARTIAL SUMMARY JUDGMENT ON PERSONAL JURISDICTION)** as follows:

Richard A. Oshinski, Esq. Mark Forsberg, Esq. Oshinski & Forsberg, Ltd. 504 East Musser Street, Suite 302 Carson City NV 89701 Attorneys for Defendants Richard Price and Mickey Shackelford	Michael J. McLaughlin, Esq. Feldman McLaughlin Thiel, LLP 178 U.S. Highway 50, Suite B P.O. Box 1309 Zephyr Cove NV 89448 Attorneys for Defendant Jeffrey Edwards

[X] **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

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[ ] **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

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Liz Stern

LIZ STERN, ALS

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CASE NO.: 11-CV-0296

DEPT. NO.: II

This document does not contain personal information of any person.

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN, an individual; and HELI OPS INTERNATIONAL, LLC, an Oregon limited liability company,

Plaintiffs,

v.

D.R. RAWSON, an individual; C4 WORLDWIDE, INC., a Nevada corporation; RICHARD PRICE, an individual; BAKER, an individual; MICKEY SHACKELFORD, an individual; MICHAEL K. KAVANAGH, an individual; JEFFREY EDWARDS, an individual; and DOES 1 through 10, inclusive,

Defendants.

MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST DEFENDANT RICHARD PRICE

M...KA L... JFFI...S, LTD.
2310 South Carson Street, Suite 6
Carson City NV 89701

COME NOW Plaintiffs, PEGGY CAIN, JEFFREY CAIN, and HELI OPS INTERNATIONAL, LLC, by and through their counsel of record, MATUSKA LAW OFFICES, LTD., Michael L. Matuska, and pursuant to NRCP 56, hereby file this Motion for Partial Summary Judgment on their Fifth Claim for Relief of Conversion against Defendant Richard Price. This Motion is made and based on the points and authorities provided herewith, excerpts from Richard Price's deposition transcript and exhibits attached hereto, and all other documents, exhibits, and pleadings of record.

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POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST DEFENDANT RICHARD PRICE

I. STATEMENT OF UNDISPUTED MATERIAL FACTS

Plaintiffs, Peggy Cain, Jeffrey Cain, and Heli Ops International, LLC (hereinafter collectively referred to as "the Cains"), filed their Third Amended Complaint ("TAC") on March 30, 2015, alleging that the Defendants were liable for Breach of Contract, Fraud, Negligence, Civil Conspiracy, Conversion, Constructive Trust, and Intentional Interference with Contractual Advantage. This Motion for Partial Summary Judgment concerns the fifth claim of relief only, and only against Richard Price.

Richard Price drafted the C4 bylaws (Price depo, **Exhibit "1"** at 21:17-23). He became the secretary/treasurer and chief financial officer (CFO). In that capacity, he kept the minutes of the annual meeting (which have not been provided), handled the banking, and filed the tax returns (Price Depo at 23:15-22, 24:2-12). The bank statements were mailed to Price's house in Austin, Texas (Price Depo at 5:22-6:7; 33:6-8).

On November 29, 2009, HeliOps and C4 entered into a Joint Venture Agreement ("JVA") whereby HeliOps was to loan C4 $1,000,0000 (**Exhibit "2"**). The stated purpose of the JVA was to purchase Collateralized Mortgage Obligations ("CMOs").

HeliOps funded the loan on November 30, 2009 (**Exhibit "3"**).

The very next day, on December 1, 2009, Richard Price executed a series of wire transfers and withdrawals whereby he used the loan proceeds for purposes other than the purchase of CMOs (**Exhibit "4"** and Price Depo at 34:23-36:13; 44:2-12). Price was aware when he executed the wire transfers that "the only funds C4 had were the loan proceeds from the Cains." (Price Depo at 31:19-32:8).

In order to make up the shortfall, C4 borrowed another $1,000,000 from New Hope Capital

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under a similar JVA (See bank statement, Exhibit **"4"** and New Hope JVA, **Exhibit "5"**). The New Hope JVA was executed on December 8, 2009. New Hope funded $500,000 of its loan on December 4, 2009, and the other $500,000 on December 23, 2009 (See bank statement, **Exhibit "4"**).

C4 eventually purchased $986,123.36 worth of CMOs in December 2009 (See EKN/Legent statement, **Exhibit "6"**). However, it unclear whether those CMOs belonged to the Cains, New Hope Capital, or both. This is irrelevant, as Richard Price diverted the remaining loan proceeds in the amount of $1,013,876.70 away from their intended purpose, C4 eventually transferred the CMOs beyond the control of the Cains and New Hope Capital, and the Cains have never been repaid.

Richard Price executed all of the wire transfers and withdrawals at issue in this case (Price Depo at 34:23-36:13; 44:2-12).

II. ANALYSIS

"Summary judgment is appropriate under NRCP 56 when the pleadings, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law." *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031, 121 Nev. 724, 731 (2005). "A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party." *Id.* The nonmoving party here refers to Richard Price and Mickey Shackelford. "The nonmoving party 'must, by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him.'" *Id.*

In this case, the rational trier of fact must conclude that Richard Price committed conversion of the Cain's loan proceeds. It does not help Price to argue that the loan proceeds

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actually belonged to the Joint Venture. HeliOps, as the Joint Venture Partner, and Plaintiffs collectively as the judgment creditors of C4, have standing to sue on behalf of the partnership.

To prove a claim of conversion, the Plaintiffs have the burden of proving each of the following:

1. That the Defendants committed a distinct act of dominion wrongfully exerted over the Cains' personal property, and

2. The act was in denial of, or inconsistent with, the Cains' title or rights therein, or

3. The act was in derogation, exclusion, or defiance of the Cains' title or rights in the personal property.

See Evans v. Dean Witter Reynolds, Inc., 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000) ("Conversion is a distinct act of dominion wrongfully exerted over another's personal property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of such title or rights."); *Edwards v. Emperor's Garden Restaurant*, 122 Nev. 317, 328, 130 P.3d 1280, 1287 (2006) ("Conversion is a distinct act of dominion wrongfully exerted over personal property in denial of, or inconsistent with, title or rights therein or in derogation, exclusion or defiance of such rights.").

It is important to note that the tort of conversion focuses on the distinct act of dominion. The tort of conversion is not concerned with the question of who received the illicit proceeds. Personal liability attaches when a person participates in conversion, even if that person does not personally benefit from the conversion. *Casias v. Wal-Mart Stores, Inc.*, 695 F.3d 428, 434 (6th Cir. 2012), rehearing and rehearing denied; *Binder v. Disability Group, Inc.*, 772 F.Supp.2d 1172, 1182 (C.D. Cal. 2011); *In re American Home Mortage Holding*, 458 B.R. 161, 170 (Bankr. D. Del. 2011); Knepper & Bailey *Liability of Corporate Officers and Directors* § 6.07[2] (8th ed.) ("It is not necessary that the property be converted for their own personal benefit.").

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The following analysis is supported by the bank statements and cannot be disputed:

1. The Cains funded their loan on November 30, 2009.

2. New Hope Capital funded the first half of its loan on December 4, 2009.

3. Richard Price executed total wire transfers and withdrawals through December 3, 2009 in the amount of $672,140.10 (starting balance ($1,000,050) – December 3rd ending balance ($327,909.99) = $672,140.10).

4. Ultimately, C4 received $2,000,000 in loan proceeds, but only purchased $986,123.36 worth of CMOs. The remaining $1,013,876.70 was diverted away from the joint venture partnership. Richard Price handled C4's banking and executed all of the withdrawals and wire transfers.

5. The foregoing acts were distinct acts of dominion, exercised by Richard Price, in derogation of the Cains' rights pursuant to the JVA. The conversion contributed to the loss of the Cains' $1,000,000 loan, as well as the promised $20,000,000 return thereon.

Wherefore, the Cains are entitled to summary judgment against Richard Price on their Fifth Claim for Relief of Conversion in the amount of $20,000,000. The jury will decide whether the other Defendants are also culpable for the conversion and to determine whether the conversion was fraudulent, willful, or malicious such that punitive damages are warranted. The Cains will also proceed to trial on their other claims against all remaining Defendants.

Respectfully submitted,

Dated this 20th day of October 2015.

MATUSKA LAW OFFICES, LTD.

By: _____

MICHAEL L. MATUSKA, SBN 5711
2310 South Carson Street, Suite 6
Carson City NV 89701
(775) 350-7220/(775) 350-7222 (Fax)
Attorneys for Plaintiffs

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Carson City NV 89701

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd., and that on the 20th day of October 2015, I served a true and correct copy of the preceding document entitled **MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST RICHARD PRICE** as follows:

Richard A. Oshinski, Esq.
Mark Forsberg, Esq.
Oshinski & Forsberg, Ltd.
504 East Musser Street, Suite 302
Carson City NV 89701

Attorney for Defendants Richard Price and Mickey Shackelford

[X] **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

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EXHIBIT 1

EXHIBIT 1

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

-oOo-

PEGGY CAIN, an individual; JEFFREY CAIN, an individual; and HELI OPS INTERNATIONAL, LLC, an Oregon limited liability company,

Plaintiffs,

vs.

Case No. 11-CV-0296

Dept. No. II

DR RAWSON, an individual; C4 WORLDWIDE, INC., a Nevada corporation; RICHARD PRICE, an individual; JOE BAKER, an individual; MICKEY SHACKELFORD, an individual; MICHAEL K. KAVANAGH, an individual; JEFFREY EDWARDS, an individual, et al.,

Defendants.

DEPOSITION OF

RICHARD PRICE

Tuesday, August 11, 2015

Carson City, Nevada

Reported by: Lesley A. Clarkson, CCR #182

Job No. 258106-B

going to repeat them anyway.

The first one is very important, because we are doing it now. We have to be careful not to talk over each other. Please allow me to finish my questions, and I have to allow you to finish your answers. It just happens that sometimes some of the casual speech patterns we have don't record well in the deposition transcript. So we have to be a little extra careful in the deposition room to make sure that we don't talk over each other so that the court reporter can make a clear transcript.

Do you understand that?

A Yes.

Q And along with that, nods of the head or shakes of the head or uh-huhs or nods don't really record very well. So we need to make sure that we give audible answers, yes or no answers when called for. Do you understand that?

A Yes.

MR. FORSBERG: Try to wait.

MR. MATUSKA: Easier said that done sometimes. Even when I repeat the instructions.

MR. FORSBERG: Yes.

BY MR. MATUSKA:

Q Mr. Price, what's your current address?

A 13115 Amarillo Avenue.

Q Is that in Austin, Texas?

A Correct.

Q How long have you lived at that address?

A About 15 years. No, about 17 years, I guess.

Q Did the C4 Wells Fargo Bank statements go to that address?

A Yes. Pardon me. But at some point I switched to electronic. So I went from paper to electronic at some point, but I don't know when.

Q Is that before 2009 or after 2009?

A It could have been before 2009. I don't know. So.

Q I see that, well, I think that -- was the address changed to the Henderson address at some point?

A Not on this bank, not on the bank account that I'm familiar with for C4. It was always my address.

Q Mr. Price, what's the highest degree of education that you have achieved?

A MBA.

Q Where did you get your MBA?

A University of Phoenix at Denver, on the Denver campus.

Q When was that?

A '86.

Q Where did you do your undergraduate studies?

A University of Texas at Austin.

Q When you say the University of Texas, do you have to say Austin?

A There's a bunch of campuses.

mentioned in the past tense. The money from the Cains was intended to be used for, in the security tradings effort associated with the trading platforms. It was to be used in that respect. It wasn't for a hospital or something like that. It was to be used for that purpose.

BY MR. MATUSKA:

Q Would it have been a misuse of the funds to use it for any other purpose?

A I think that's what this case is about, so I don't really know that I want to answer that or how to answer that, quite frankly.

Q I'm sorry. It's not a question of want. But you just stated the intended purpose of the Cains', of the million dollar loan proceeds. My question is would it have been a misuse of those funds to use it for any other purpose?

A Not in my opinion. Not in my opinion.

Q Did C4 have bylaws?

A Yes.

Q Did the board of directors approve the bylaws?

A I do not know. I developed them, I passed them to Mr. Rawson, and that's the last I remember. He had some issue or disagreement on some part of the bylaws, and as far as I know I have no record of him getting back to me.

Q Let's take a step back. I don't think we finished our questions and answers about how you got hooked up with C4. I

Q Was that discussed with DR?

A Yes.

Q Was it discussed with the other board members?

A Yes, as I recall. Again, it was based on the contingency of success.

Q Was there ever a discussion of using some of the Cains' loan proceeds to pay some of the salaries for the officers and directors and other people that worked for C4?

A No.

MR. JOHNSON: Objection. Misstates facts.

THE WITNESS: So do I answer that or --

MR. FORSBERG: You already did.

THE WITNESS: Okay.

BY MR. MATUSKA:

Q Did C4 file annual tax returns?

A Yes.

Q Who was, did someone have to sign --

A Yes.

Q -- as the filer?

A Yes.

Q Was that you?

A Yes.

Q Did C4 have any actual employees?

A No.

Q Did it pay any salaries?

A No. Not to my knowledge.

Q And C4 had bank accounts, right?

A Right.

Q Which accounts did it have?

A It had a Wells Fargo account, and it had a Bank of America account.

Q Were you the signer on those accounts?

A One of them. I was not ever the single or sole signer.

Q Who were the other signers?

A DR Rawson, and I think his wife Margaret Rawson on one of them, but I wouldn't swear to that. And Mr. Baker was used as a backup if needed.

Q Did C4 have a website?

A Yes.

Q Have you ever seen the website?

A I have.

Q When?

A I have no idea. I do not know. I do not know when it came about. I assume if it came about after I was hired, I would have seen it, because Mr. Rawson would have asked me to.

Q Did you ever see the memo on the Leverage-Up program?

A I don't recall it.

Q Do you recall hearing about or discussing the Leverage-Up program with the board?

A I do. I do recall some discussion about it.

please.

The Cains wired the money to the Wells Fargo Bank account, one million to the Wells Fargo Bank account?

A Yes.

Q Are you aware there was a series of wire transfers out of the Wells Fargo Bank account in December of 2009?

A Yes.

Q How did you become aware of those wire transfers?

A I was instructed to make them by DR Rawson.

Q When you were making those wire transfers, were you aware that the only source of funds that C4 had were the loan proceeds?

A Of December 1st?

Q Right.

A Yes.

Q If I told you you were off by a day, it doesn't matter. Funds were received on November 30?

A Right.

Q Okay. So you were aware when you were executing those wire transfers that the only funds C4 had were the loan proceeds from the Cains?

MR. JOHNSON: Objection. Misstates facts.

BY MR. MATUSKA:

Q You can answer, please. Do you recall the question? Do you need me to repeat the question?

A Yeah, please.

MR. MATUSKA: Would you read it back, please.

(Record read.)

BY MR. MATUSKA:

Q You were aware when you were executing the wire transfers that the only source of funds that C4 had was from the Cains' loan proceeds.

A Yes.

MR. JOHNSON: Same objection.

BY MR. MATUSKA:

Q And by that time you had already seen the joint venture agreement, correct?

A Yes.

Q Well, doesn't the joint venture agreement require that the funds are to be used for the CMO purchases only?

MR. JOHNSON: Objection. Document speaks for itself.

THE WITNESS: Yeah. I answered that question once. I said not in my opinion.

BY MR. MATUSKA:

Q You don't think the joint venture agreement requires that?

MR. JOHNSON: Same objection.

THE WITNESS: Not in my opinion.

BY MR. MATUSKA:

Q When did you become aware that C4 had a second

investor?

A I do not know. I do not know.

When I became aware, that was your question, correct?

Q Right.

A I do not know.

Q Well, you do get the bank statements, or you did at that time, correct?

A I did. But that would have been at the end of the month.

Q Right.

A Before I saw that. It would have been the end of December.

Q Did you also execute the wire transfer to get the proceeds to the EKN Legent broker's account?

A Yes.

Q Well, wouldn't you have made sure that there was enough money to transfer to the brokerage account before you sent the wire transfer?

A Absolutely.

Q And so if money had been -- okay.

Did you give instructions to the second investor, New Hope Capital, on how to execute the wire transfer?

A I do not recall.

Q Did you ever speak with Pete Lazzari from New Hope Capital?

A Not individually.

Q What do you mean?

A I might have been on a call with him with DR Rawson and perhaps other board members, but I never was on a solo call with Pete Lazzari for any reason.

Q Do you know which other board members were on that call?

A No. I'm not going to speculate. I just know there were other people on the call.

Q Was that in the December 2009 time frame?

A I don't know. I really don't know.

Q How many times did you speak, how many times were you on a call with Pete Lazzari?

A I would say more than five.

Q Were those calls before they executed their loan agreement or after?

A I don't know. I -- I don't know.

Q Do you know if New Hope Capital wired their loan proceeds in one deposit or in two deposits?

A Two.

Q How do you know that?

A From looking at the bank statement.

Q So why was DR Rawson paid $125,000 on December 1 of 2009?

A Because I was instructed to do that.

Q Did that seem right to you?

A No.

Q Did you tell Rawson that?

A I don't recall.

Q Why did you think that wasn't right?

A I think because of the magnitude.

Q The amount of the money?

A Uh-huh.

Q Are your qualms related at all to the joint venture agreement with the Cains?

MR. JOHNSON: Objection. Misstates facts.

THE WITNESS: I would -- no, not specifically as such, but more just in principle in general.

BY MR. MATUSKA:

Q What was the withdrawal in a branch store for $100,000 on December 1?

A That would have, I don't know why they say branch store. That would have been a transfer or a, yeah, a transfer from this Wells Fargo account to another Wells Fargo account.

Q C4 had another Wells Fargo account?

A No. Somebody who was getting money had a Wells branch, had a Wells Fargo account. And I have detailed all that before, what all those, who got all those wire transfers, names and everything. And I gave it to counsel, and I gave it to --

Q Well, I appreciate the reminder. Thank you. Let me

have you look at the exhibit binder. Let me have you specifically look at what's been marked as Exhibit 12. Could you take a look, please.

A 12?

Q 12.

A Okay.

Q You can see at the bottom of page 1, and then continuing on to pages 2, 3, and 4, there are a series of withdrawals, most of them being wire transfers.

A Right.

Q I just want to confirm. Were you the one who executed those wire transfers?

A I was.

Q Do you know if the Cains' loan was secured?

MR. JOHNSON: Objection. Misstates facts.

THE WITNESS: So should I answer that?

MR. FORSBERG: Yes. If you can.

THE WITNESS: As far as I know it was an unsecured loan.

BY MR. MATUSKA:

Q Do you know if the New Hope Capital loan was secured?

A Unsecured.

Q How carefully did you read the joint venture agreement?

A What do you mean by how carefully? I disclosed to you I found the one error, so I read it for content. And so I don't

business.

Q In this same time frame we are talking about, somewhere between November 29, 2009, and, when you saw the joint venture agreement, and December 1, 2009, when these wire transfers start going out, did you speak to the other members of the board of directors about your concerns about what was going on here?

A Well, I'm sure I did, but I don't recall specific conversations. Because for one thing, the money came in, and then you can see, and I had a full-time job during this time. You have to remember. I had to go into the bank to do this. So just, and it wasn't an easy process with Wells Fargo. It was not as easy as Bank of America. So --

Q Were you able to do the Bank of America transfers online?

A As I recall, yes.

Q Okay. Well, do you recall if you spoke with Joe Baker, Mickey Shackelford or -- well, Joe Baker or Mickey Shackelford about your concerns about the joint venture agreement and the wire transfers that Rawson was instructing you on?

A I'm sure I did. You said do I recall. I don't recall specifics, but I'm sure I did, because I was personally upset.

Q Okay. But did you do anything about your personal upset?

A Such as?

Q Anything. Resign, call a board meeting, anything?