

A. App.1976

EXHIBIT 16

EXHIBIT 16

A. App.1976
Docket 69333 Document 2017-03851

From: Brandon.Barragan@wellsfargo.com
To: bevo65@gmail.com
Date: 12/3/2009 10:30:37 AM
Subject: RE: NEW ACCOUNT

A. App.1977

Richard,

I'm a little confused on how you would like this account titled. I cannot open a joint account with two different corporations. I have seen where a Corporation with have an account in the name of the corp, with a DBA included, eg. C4 WW DBA Heli Ops Int'l, but we would need to see documentation proving that they are connected.

I could do two different accounts, one for each corp, but I would need to speak with Jeff to open anything under "Heli Ops." Please let me know how you would like to proceed.

Brandon Barragan
Personal Banker
Wells Fargo-Lake Creek
(512) 344-8104

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From: Richard [mailto:bevo65@gmail.com]
Sent: Thursday, December 03, 2009 9:57 AM
To: Barragan, Brandon
Subject: NEW ACCOUNT

Brandon ,

Good morning. I knew I was forgetting something else. I need to set up a join account that should be styled: C4 WW & Heli Ops Int'l. I will move \$1,000 to that account from the C4 WW account we issued the wires from. Other signatories will be DR Rawson and Jeff Cain. I will be in before 11 to sign and confirm if that fits your schedule.

Thanks,

Richard Price

A. App.1977

A. App.1978

EXHIBIT 17

EXHIBIT 17

A. App.1978

Wendy
1,000,000.00
to C4 worldwide - Don said he would adjust interest

Wells Fargo Bank
12749 Research Blvd
San Diego, CA 92120

Beneficiary Information:
Name: Donna D. Gordon
Address: 9284
City: San Diego
State: CA
Zip: 92120

Bank Information:
Bank Name: Wells Fargo Bank
Branch: Research Blvd
City: San Diego
State: CA
Zip: 92120

Wire Transfer Details:
Wire Fee Amount: 0.00
Wire Fee Type: Standard
Wire Transfer Reference: 064749

Signatures:
Signature of Customer: [Signature]
Signature of Bank Representative: [Signature]

Approvals:
Customer Approval: [Signature]
Bank Representative Approval: [Signature]

Additional Information:
Source used: Bank Records
Customer Contact Name: [Name]
Date: 1/16/99

PLTES 2187
A. App.1979

EXHIBIT 18

A. App.1980

EXHIBIT 18

A. App.1980

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (hereafter referred to as the "Agreement") is made and binding between and among Peggy and Jeffrey Cain and Heli Ops International, LLC (hereinafter, the "Cains") and DR Rawson, Chairman/CEO and C4 Worldwide, Inc. (hereinafter, "C4 WorldWide").

WHEREAS, the Parties are each desiring to resolve issues having to do with C4 WorldWide's unpaid financial obligations arising out of the Promissory Note and Security Interest in the CMO Securities dated November 29, 2009 and upon signing this Agreement intend to cease further collection efforts, including but not limited to the filing of any litigation and the Cains further stipulate and agree that they will file no complaint(s) or the like with either the Securities and Exchange Commission and/or the Department of Justice of any state.

To the extent not modified herein, the Promissory Note and Security Interest in the CMO securities remains in full force and effect.

WHEREAS, each party desires to settle all the claims, fully and finally without any admission of liability;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1. CONSIDERATION

1.1 In consideration of the Releases set forth below in Section 2 and the other terms set forth herein, C4 WorldWide stipulates that it owes the Cains Twenty Million USD (\$20,000,000) and that said amount was due on December 30, 2009 and remains unpaid. C4 WorldWide acknowledges its obligation to pay and agrees to pay the sum of \$20,000,000, plus all accumulated interest, to Cains no later than 90 days from February 25, 2010, less any advance payments made, and C4 WorldWide shall use all reasonable efforts to pay this obligation off in full as quickly as possible.

1.2 C4 WorldWide shall, no later than March 4, 2010, assign a 49% interest in the CMO joint securities account (which account is described more fully in Article IV of the Joint Venture Agreement, hereinafter, the "Account") to the Cains. Upon payment to the Cains of the \$20,000,000 (plus all accumulated interest), contemplated by this Agreement, the Cains agree that they shall have no further ownership interest in the Account (as per Article 4.03 and 4.04 of the Joint Venture Agreement). The Cains further expressly agree to execute any and all documentation necessary to reassign the ownership interest in the Account to C4, which will result in C4 having 100% ownership interest in the Account (the total value of this account is believed to currently be between \$600,000 and \$625,000). C4 WorldWide agrees further to pay interest on this \$20,000,000 obligation from December 31, 2009 at the rate of 9% per annum until said debt is paid in full.

1.2 Both sides shall bear their own costs and attorney fees incurred in achieving this settlement.

1.3 Neither party shall make disparaging comments regarding the other.

SECTION 2. RELEASE

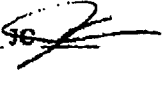
2.1 The Cains, their successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever releases and discharges C4 WorldWide, from any and all claims that exist arising out of C4 worldwide's financial misfortunes and resultant inability to timely pay the Promissory Note and Security Interest in the CMO Securities dated November 29, 2009 (a true and accurate copy of which is attached hereto as Exhibit A and is incorporated herein by reference). Such release covers the Cains, their successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever release and discharge C4 WorldWide, its successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, of and from any and all past, present, and future claims, demands, obligations, causes of action for damages of any kind, known and unknown, the basis for which now exists or may hereafter become manifest that are directly or indirectly related to the facts in any of the claims of any kind asserted against or which could have been asserted in any of the claims.

2.2 C4 WorldWide, its successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever releases and discharges the Cains, from any and all claims that exist arising out of C4 WorldWide's financial misfortunes and resultant inability to timely pay the Promissory Note and Security Interest in the CMO Securities dated November 29, 2009 (a true and accurate copy of which is attached hereto as Exhibit A and is incorporated herein by reference). Such release covers C4 WorldWide, its successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever release and discharge the Cains, their successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, of and from any and all past, present, and future claims, demands, obligations, causes of action for damages of any kind, known and unknown, the basis for which now exists or may hereafter become manifest that are directly or indirectly related to the facts in any of the claims of any kind asserted against or which could have been asserted in any of the claims.

SECTION 3. EXPRESS ACKNOWLEDGMENTS, REPRESENTATIONS, AND WARRANTIES

3.1 The parties expressly acknowledge and agree that the Release set forth in Section 2 is a general release of the matters described above.

3.2 Each party expressly represents and warrants that it has relied on its own knowledge of

DRE  PO  JC 

the facts and the advice of their/its own lawyer, knowing the right to consult with counsel before entering this Agreement, concerning the consequences of this Agreement; and that the signers of this Agreement are of legal age, legally competent to execute this Agreement, and have full authority to sign this Agreement. The parties further warrant that no promise or inducement has been offered, except as set forth in this Agreement, and that this Agreement is executed without reliance on any statement or representation by any other party concerning the nature and extent of damages or legal liability.

3.3 The parties expressly acknowledge and agree that the purpose and effect of this Agreement is to fully and forever resolve all issues relating to claims arising out of and which could be asserted in this case and that no party will pursue the other for anything relating in any way to the claims being released.

3.4 The parties expressly acknowledge and agree that the terms of this Agreement are contractual in nature and not merely a recital.

SECTION 4. ENFORCEMENT OF AGREEMENT

4.1 In the event of a material breach of this Agreement or other dispute regarding the enforcement or interpretation of this Agreement, the prevailing party is entitled to recover all attorney fees, costs, and expenses incurred.

SECTION 5. GOVERNING LAW

5.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of California and any action arising out of this Agreement shall be filed in Douglas County, Nevada.

SECTION 6. INTEGRATION

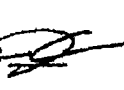
6.1 This Agreement and Exhibit A attached hereto contain the entire agreement between and among the parties regarding the matters set forth herein and is conclusive and binding on and inures to the benefit of the executors, administrators, personal representatives, heirs, next of kin, children, successors, and assigns of each.

SECTION 7. MODIFICATION

7.1 This Agreement may not be amended or modified except in writing signed by all parties.

SECTION 8. SAVING CLAUSE

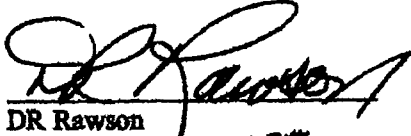
8.1 If any provision of this Agreement, or the application of a provision to any person or circumstance, is held invalid, the remainder of this Agreement, or the application of that provision to other persons or circumstances, must not be affected thereby.

DRB  PC  JC 

SECTION 9. FURTHER ASSURANCES

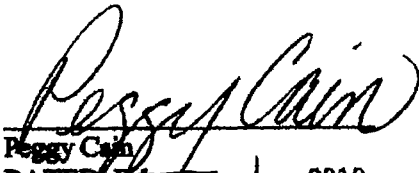
9.1 The parties agree to execute and deliver any further documents, instruments, and other agreements as are necessary or convenient to carry out the terms and purposes of this Agreement.

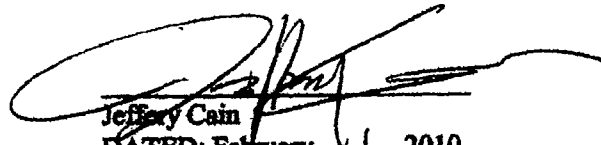
IT IS SO AGREED:



DR Rawson

DATED: February 28th, 2010


Peggy Cain
DATED: February 1, 2010
MARCH


Jeffery Cain
DATED: February 1, 2010
MARCH

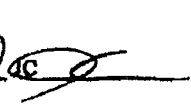
DRR  PC  JC 

EXHIBIT 19

A. App.1985

EXHIBIT 19

A. App.1985

A. App.1986

From: "Chairman & CEO DR Rawson" <DRawson@C4WW.com>
To: "Joe Baker" <jbaker@c4ww.com>
Date: 3/1/2010 9:34:47 AM
Subject: Fwd: Cains Matter

Pls. review and discuss with me.

Thanks,



Mission:

"We will make a positive humanitarian difference worldwide."

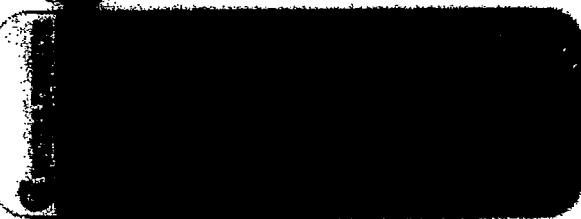
Begin forwarded message:

From: Chairman & CEO DR Rawson <
DRawson@C4WW.com>
Date: February 28, 2010 7:08:05 AM PST
To: John J. Maalouf <
john.maalouf@maaloufashford.com>
Bcc: John Hayner <
JHayner@C4WW.com>
Subject: Re: Cains Matter

Thank you John,

We'll review this tomorrow morning.

Best Regards,



Mission:

"We will make a positive humanitarian difference worldwide."

A. App.1986

On Feb 28, 2010, at 6:30 AM, John J. Maalouf wrote:

Dear DR:

Please see attached.

Best regards,

John

John J. Maalouf
Senior Partner
Maalouf Ashford & Talbot, LLP
500 Fifth Avenue, 14th Fl.
New York, New York 10110
Direct Dial: 212.789.8709
Telephone: 212.789.8717
Facsimile: 212.789.8718
john.maalouf@maaloufashford.com
www.maaloufashford.com

New York | London | Hong Kong
Shanghai | Riyadh | Boston

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2010.pdf>

Agreement.pdf>

<Settlement

<Letter to DR Feb 28,

From: "Richard Price" <rprice@c4ww.com> A. App.1988
To: "\"Mickey G. Shackelford"
mshackelford4@cox.net
"\"Mickey G. Shackelford"
mshackelford@sidehilly.com
Date: 3/1/2010 9:51:36 AM
Subject: Fwd: Cains Matter
Attachments: Letter to DR Feb 28, 2010.pdf
Settlement Agreement.pdf

fyi

----- Forwarded message -----

From: Chairman & CEO DR Rawson <DRawson@c4ww.com>
>
Date: Sun, Feb 28, 2010 at 9:07 AM
Subject: Fwd: Cains Matter
To: John Hayner <JHayner@c4ww.com>
Cc: Joe Baker <jbaker@c4ww.com>, Richard Price <rprice@c4ww.com>, Mickey Shackelford <MShackelford@c4ww.com>, Jeff Edwards <jedwards@c4ww.com>

Per our discussion on Friday.

We'll discuss this tomorrow.

More info at: www.C4WorldWide.com

Begin forwarded message:

From: "John J. Maalouf" <john.maalouf@maaloufashford.com>
Date: February 28, 2010 6:30:55 AM PST
To: DRawson@C4WW.com
Subject: Cains Matter

Dear DR:

Please see attached.

Best regards,

John

John J. Maalouf
Senior Partner
Maalouf Ashford & Talbot, LLP
500 Fifth Avenue, 14th Fl.

A. App.1988

New York, New York 10110
Direct Dial: 212.789.8709
Telephone: 212.789.8717
Facsimile: 212.789.8718
john.maalouf@maaloufashford.com
www.maaloufashford.com

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Mission:

"We will make a positive humanitarian difference worldwide."

EXHIBIT 20

Wells Fargo Simple Business Checking

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

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

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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

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.

Account number: [REDACTED] 177

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

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# Fw06448334850378 Trm#091130082957 Rfb#	1,000,000.00		
11/30		Wire Trans Svc Charge - Sequence: 091130082957 Srf# Fw06448334850378 Trm#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.

A. App.1994

EXHIBIT 21

EXHIBIT 21

A. App.1994

A. App.1995

WELLS
FARGO**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: wells Fargo.com/biz

Write: Wells Fargo Bank, N.A. (808)

Post Office Box 266000

Dallas, TX 75326

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Account options

A check mark in the box indicates you have these convenient services with your account. Go to wells Fargo.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 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 - 000003163489010

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/1		WT Fed#06368 Bank of America, N / Fw/B-Id=Dr Rawson Srf# Fw03873335405088 Tm#091201099165 Rfb#		125,000.00	
12/1		Withdrawal Made IN A Branch/Store		100,000.00	

A. App.1995

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/1		WT Fed#02312 Wachovia Bank NA O /Ftr/Bnf=Alvin E Goodwin and Linda G Edwards Srf# Fw03873334445778 Trn#091201039494 Rfb#		45,000.00	
12/1		WT Fed#05930 Jpmorgan Chase Ban /Ftr/Bnf=Mike Kavanagh Srf# Fw03873335258978 Trn#091201098108 Rfb#		15,000.00	
12/1		WT Fed#06143 Bank of America, N /Ftr/Bnf=Dr Rawson Srf# Fw03873335648088 Trn#091201098747 Rfb#		12,000.00	
12/1		WT Fed#06183 Bank of America, N /Ftr/Bnf=Mickay Shackelford Srf# Fw03873335804188 Trn#091201098836 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# Fw03873335042188 Trn#091201098111 Rfb#		8,000.00	
12/1		WT Fed#05931 Navy Fed /Ftr/Bnf=Chris Edwards Srf# Fw03873335689978 Trn#091201098109 Rfb#		7,500.00	
12/1		WT Fed#05954 Bank of America, N /Ftr/Bnf=Dr Rawson Srf# Fw03873335450188 Trn#091201098159 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 Fessler Indianatlantic Srf# Fw03873335041978 Trn#091201098106 Rfb#		6,000.00	
12/1		WT Fed#05932 Capital One /Ftr/Bnf=Cynthia Cardenas Srf# Fw03873335661088 Trn#091201098110 Rfb#		2,500.00	
12/1		WT 091201-098598 Lloyds Tsb Bank Plc /Bnf=Lee Lam Srf# Fw03873335453288 Trn#091201098598 Rfb#		1,000.01	
12/1		WT Fed#05928 Arkansas Bankers' /Ftr/Bnf=Melinda King Srf# Fw03873335889878 Trn#091201098105 Rfb#		1,000.00	
12/1		WT 091201-098352 Asb Bank Limited /Bnf=Madison Results Limited Srf# Fw03873335098288 Trn#091201098352 Rfb#		1,000.00	641,049.99
12/2		WT Seq#59213 Wells Fargo Wires - Por /Org= Srf# 2009120200022953 Trn#091202059213 Rfb#	1,000.00		
12/2		Wire Trans Svc Charge - Sequence: 091202070874 Srf# Fw03873336624298 Trn#091202070874 Rfb#		20.00	
12/2		WT Fed#02386 The Bank of New Yo /Ftr/Bnf=Legent Clearing Srf# Fw03873336624298 Trn#091202070874 Rfb#		255,000.00	
12/2		WT Fed#07307 National City Bank /Ftr/Bnf=Jeffrey Zimmerman Srf# Fw03873336626788 Trn#091202030686 Rfb#		25,000.00	
12/2		WT Fed#07308 Bank of America, N /Ftr/Bnf=Lavana Penn Srf# Fw03873336046788 Trn#091202030688 Rfb#		25,000.00	
12/2		Transfer to Sav # 000003163489010		100.00	336,929.99
12/3		Wire Trans Svc Charge - Sequence: 091203039816 Srf# Fw03873337269698 Trn#091203039816 Rfb#		20.00	
12/3		WT Fed#00901 Arkansas Bankers' /Ftr/Bnf=Bank of Lake Village Srf# Fw03873337269698 Trn#091203039816 Rfb#		1,000.00	
12/3		Bill Pay Douglas 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# 2009120400013726 Trn#091204077029 Rfb#	500,000.00		
12/4		Wire Trans Svc Charge - Sequence: 091204077029 Srf# 2009120400013726 Trn#091204077029 Rfb#		10.00	827,899.99
12/8		Harland Clarke Check/Acc. 120709 000387375402021 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 Trn#091209078385 Rfb#		20.00	
12/9		WT Fed#05702 The Bank of New Yo /Ftr/Bnf=Legent Clearing Srf# Fw03873343205339 Trn#091209078385 Rfb#		750,000.00	73,275.63
12/10		Check Crd Purchase 12/09 Godaddy.Com 480-5058855 AZ 491886XXXXX1106 344940008867219 ?McC=4816 111900859DAD1		10.87	73,264.76
12/11		Wire Trans Svc Charge - Sequence: 091211073542 Srf# Fw03873345858059 Trn#091211073542 Rfb#		20.00	

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/11		WT Fed#06363 Jpmorgan Chase Ban /Ftr/Bnf=Mike Kavanagh Srf# Fw03873345858059 Trn#091211073542 Rfb#		16,000.00	57,244.76
12/14		Wire Trans Svc Charge - Sequence: 091214036620 Srf# Fw03873348697659 Trn#091214036620 Rfb#		20.00	
12/14		WT Fed#08661 Bank of America, N /Ftr/Bnf=Matthew Harlstein Srf# Fw03873348697659 Trn#091214036620 Rfb#		10,000.00	47,224.76
12/18		Wire Trans Svc Charge - Sequence: 091218094131 Srf# Fw03873351618889 Trn#091218094131 Rfb#		20.00	
12/18		WT Fed#02078 Bank of America, N /Ftr/Bnf=Lavona Penn Srf# Fw03873351618889 Trn#091218094131 Rfb#		25,000.00	22,204.76
12/23		WT Fed#00022 Colonial Bank /Org=New Hope Capital Foundation IN Srf# 091223080738Tk07 Trn#091223026089 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: 091223050789 Srf# Fw03873357694221 Trn#091223050789 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: 091223051024 Srf# Fw03873357708221 Trn#091223051024 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223051170 Srf# Fw03873357156221 Trn#091223051170 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223052682 Srf# Fw03873357996221 Trn#091223052682 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223052812 Srf# Fw03873357567221 Trn#091223052812 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223052984 Srf# Fw03873357118221 Trn#091223052984 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223053183 Srf# Fw03873357558221 Trn#091223053183 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223053336 Srf# Fw03873357798221 Trn#091223053336 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223053476 Srf# Fw03873357559221 Trn#091223053476 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223054387 Srf# Fw03873357983221 Trn#091223054387 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223085477 Srf# Fw03873357962721 Trn#091223085477 Rfb#		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223028089 Srf# 091223080738Tk07 Trn#091223028089 Rfb#		10.00	
12/23		WT Fed#06641 Bank of America, N /Ftr/Bnf=Dr Rawson Srf# Fw03873357983221 Trn#091223054387 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 Linda G Edwards Srf# Fw03873357694221 Trn#091223050789 Rfb#		15,000.00	
12/23		WT Fed#05233 Jpmorgan Chase Ban /Ftr/Bnf=Mike Kavanagh Srf# Fw03873357135221 Trn#091223050887 Rfb#		8,000.00	
12/23		WT Fed#06062 Armed Forces Bank /Ftr/Bnf=Edgar A. Brookins Jr. Srf# Fw03873357567221 Trn#091223052812 Rfb#		7,000.00	
12/23		WT Fed#05409 Bank of America, N /Ftr/Bnf=Mickey Shackelford Srf# Fw03873357156221 Trn#091223051170 Rfb#		5,000.00	
12/23		WT Fed#06008 Bank of America, N /Ftr/Bnf=Joe Baker Srf# Fw03873357996221 Trn#091223052682 Rfb#		5,000.00	
12/23		WT Fed#05293 Bank of America, N /Ftr/Bnf=Randel Zuniga Srf# Fw03873357706221 Trn#091223051024 Rfb#		4,500.00	
12/23		WT Fed#06242 Navy Fed /Ftr/Bnf=Chris Edwards Srf# Fw03873357798221 Trn#091223053336 Rfb#		4,500.00	
12/23		WT Fed#06192 Riverside National /Ftr/Bnf=Indiantlantic Bus Mgmt Srf# Fw03873357558221 Trn#091223053183 Rfb#		2,500.00	

**WELLS
FARGO****Transaction history (continued)**

<u>Date</u>	<u>Check Number</u>	<u>Description</u>	<u>Deposits/ Credits</u>	<u>Withdrawals/ Debits</u>	<u>Ending daily balance</u>
12/23		WT Fed#06130 Asb Bank Limited /Flr/Bnf=Madison Resulls Ltd Srf# Fw03873357118221 Trn#091223052984 Rib#		1,000.00	
12/23		WT Fed#09312 Lloyds Tsb Bank Pl /Flr/Bnf=Lee Lam Srf# Fw03873357962721 Trn#091223085477 Rib#		1,000.00	
12/23		WT Fed#06313 Arkansas Bankers' /Flr/Bnf=Bank of Lake Village Srf# Fw03873357659221 Trn#091223063476 Rib#		500.00	212,434.76
12/24		Transfer to DDA # [REDACTED] 63377		9,500.00	
12/24		Transfer to DDA # [REDACTED] 75700		8,000.00	
12/24		Transfer to DDA # [REDACTED] 00098		1,000.00	195,934.76
12/28		Check Crd Purchase 12/26 Apple Store #R004 Costa Mesa CA 491986Xxxxx1106 362940007700126 ?McC=5046 111900659DA90		4,528.15	191,406.61
12/30		Check Crd Purchase 12/28 Apple Store #R004 Costa Mesa CA 491986Xxxxx1106 364940005338658 ?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)

<u>Number</u>	<u>Date</u>	<u>Amount</u>
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.

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

- ENTER**

ADD

CALCULATE THE SUBTOTAL

(Add Parts A and B)

..... TOTAL \$

SUBTRACT

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

3

[illegible]

A. App.2000

EXHIBIT 22

EXHIBIT 22

A. App.2000

Bill Parker

From: DRowson@C4WW.com
Date: Fri, 23 Apr 2010 08:58:31 -0700
Subject: This weeks' update
To: C4@C4WW.com

"The first requisite of success is the ability to apply your physical and mental energies to one problem without growing weary."

— Thomas Edison

Here's another Friday. Each week we come to work, prepared to win. Each week brings with it its own separate challenges. Some we've faced before, some we face daily and then there are still those situations that surprise and catch us off guard.

This week has been no different. We arrived at our desks on Monday with a total of 10 opportunities. Ten things to be accomplished, anyone of which would solve the financial problems of those who've long counted on us and those we've stated from the outset, we want to help.

At present our objectives are:

1. The CMOs - We are now with our 4th group that has failed to perform as stated. Of the eleven international platforms for international monetary trades, only two of them are still interested in CMOs. We believe that our newest contact will be helpful, they like the product but they are bound to honor the previous commitment (6 weeks to perform) that was made with another group. We have written the group and are awaiting their decision to release us in writing. If they won't, our obligation will expire on the 9th of May. We hope to have their decision today. It may arrive while I'm on the road traveling today.

2. The Carlos group of Bonds - This Billion dollar group of Brazilian Bonds have been reviewed, authenticated and a tentative value given. Given the dollar amount and the tentative value, the credit facility we're using (in Europe) have agreed to open an account in their bank and our client will place his Bonds in that bank in Europe. The Bonds were set to be transported via financial courier however that carrier couldn't get there this week due to shifting winds of volcanic ash from Iceland. We're hoping for clearer weather to get them into the banks hands. Once received, they will be re-authenticated via the International system. If everything is still as all have represented, then we'll be able to see the results in a very short period of time. The good news is that the U.S. family that owns the Bonds are considering adding 3 more Bonds to the mix since there has been a delay. We'll see . . .

3. The Russian Petroleum Bonds with an SKR - This group is pleased with our offer and wants to move forward. There are many moving parts to their deal and they are waiting for additional approvals (internally) before proceeding.

4. An SBLC of \$60M from China - The problem is the bank that the SBLC was written on is not totally acceptable. At least the groups we have approached internationally have NOT felt comfortable with the bank. We're working on getting more information and speaking directly with a key bank officer.

5. More than \$100 M in Rubies with an SKR - Gems are one of the hardest items to monetize on the international market. Fraud is rampant and there are so many moving parts to each of these deals that must be verified. No real update beyond this comment at this time.

6. A BG for \$1B - We're in the exploratory stages at this time. No further comments.

7. A Client with \$100M to place - They say they're interested in taking it to market. The questions are where will it be parked and the verification of those funds.

8. A Client with \$1B in the Philippines - Verification is a problem

9. Our new Percentage Program - The Brochure should be ready this next week. The European Trusts have completed all the legal work and it looks very good, as of this moment. This will be so helpful to businesses around the world. Unfortunately, here in the U.S., since banks won't give another bank a SWIFT MT760 (blocking funds) it will be difficult unless they want to place their funds in Canada or the UK. However, this credit facility will allow the client to take up to 5 years to repay funds and comes at a time when traditional lending institutions are NOT helping, in any country. With a low 7.5% interest rate (with a few exceptions), this could be very helpful in many parts of the world. We'll see.

10. Australia's Wholesale Fund - The latest word we have is that the fund launched on Tuesday and as of yesterday (Friday for them) they had collected \$10M in the bank. As you know, this money cannot be moved by the client or anyone else for that matter. There are a total of 5, in sequence of \$100 M USD each. Once the first fund reaches \$100 M, the funds can be leveraged while still not liening or encumbering the funds. Within 1 to 2 weeks of the fund being filled, we'll have sufficient cash to settle all debts down under and up here as well. The Australians have done an absolutely amazing job in a very short period of time.

In addition to these 10, there are other deals that are being discussed and haven't moved to a point where discussing them would be helpful.

There will be a Board of Director's meeting next Tuesday in the C4 WW Telephonic Conference Room. We don't have confirmation on next Wednesday's meeting with the Australians. Please assume that your attendance will be required (those of you that were there last week).

Next week we hope to see closure on the Brazilian Bonds. We're also hoping for a few hat tricks but we'll have to see.

We all appreciate what each of you are doing. We know you're tired, that this is exhausting and particularly worrisome given current circumstances, however we must press on.

May I also say that in addition to our obligations with the Cains, we are still committed to Global Flying Hospitals and Health 4 America and several other charities including EDTI. We are watching as they struggle. As most of you know, one of those sent people abroad to get started on the conversion of equipment, etc. They are at present, still stranded and the work is at a stand still.

For those of you that pray, please remember us as a company.

Thank you for your support and encouragement. We will win on behalf of those that are counting on us.

Have a great weekend.



Mission:

"We will make a positive humanitarian difference worldwide."

More info at: www.C4WorldWide.com

A. App.2004

EXHIBIT 23

EXHIBIT 23

A. App.2004

30 April 2010



Status Update

It's Friday and that means it's time to update everyone on where we are. What was once seen as very problematic (providing updates) has now been managed with these weekly updates and client's allowing us to contact them on specifics in the interim. We are so grateful and appreciative of everyone working with us in this regard.

We are getting more and more opportunities to generate large amounts of revenue. We've certainly all paid our dues and are ready to receive the rewards.

WorldWide

This week we've launched our Percentage Program™ to the global market. More on this can be found by reading the brochure from [here](#) or viewing the two videos that can be found [here](#).

A key component of this program is the ability of the financial institution to "block" funds in the client's account for a period of 12 months with a SWIFT MT 760. Here in the U.S., Banks and others have elected not to offer these services to their clients. However, in other parts of the world, it is a common occurrence.

North America

We're currently working on the monetization of several types of financial instruments. Here's what's being done and the associated status:

1. Brazilian Bonds (Carlos) – We have just two steps left. The Bonds are in-flight to Spain to the Banking coordinates that everyone has agreed upon. On Sunday, Mike Kavanagh and I meet with the Certified Paymaster to sign his Agreement on the distribution of proceeds from our activities. We're also expecting a contract that we "believe," (meaning we don't yet have confirmation on) will arrive shortly.

Once the Agreement is signed, it will be 7 to 10 days before this transaction begins producing tangible results.

2. Brazilian Bonds (other) – We didn't have matching documents, the SKR (safe keeping receipt) to the Instrument itself. Now that we do, the various steps will be taken to complete the transaction.
3. CMOs – Commercial Mortgage Obligations – After more false starts that we could have possibly even have imagined, we're very hopeful. The current non-

4 CONFIDENTIAL

C4

A. App.2006

30 April 2010



Status Update

performing group's contract will expire on the 6th of May. Today, we're submitting a complete compliance package to a group that has a track record with CMOs. They have indicated to us that once we are free of the existing Agreement, they stand ready, willing and able to proceed. Meaning that our package will be processed and they will transact with our CMOs.

On these instruments we've been extremely disappointed (perhaps the understatement of the year). We simply hit this market after the wave (the bulk of international activity) had passed. In simple terms, fewer and fewer markets are working with these instruments. Still we persist and we're very happy that we haven't given up. Persistence does pay.

4. Russian Oil Bonds – We have agreed upon the terms of our mutual participation and therefore a contract between the client and ourselves is making its way through the approval process.
5. SBLC – The monetization of this instrument is now ready to proceed further. Everyone has agreed on the basics and now it will be run through the international gauntlet.
6. GEMS – So far, we've had NO success in identifying a way to monetize these.
7. Insurance Policies – While this is intriguing, we're not able to monetize these either.
8. \$1 BB – BG – We're awaiting on the agreed upon proof (tear sheet)
9. MTNs – Medium Term Notes are all about the price. We've recently identified a buyer and seller that seem to be a match. This should play out this next week. Once established with one another, future transactions will be easier.

Africa

We're in discussions with a financial services firm there to JV with C4 WorldWide (Africa) and provide micro loans. There are still many details to work through, however we want to be building a strong and lasting relationship with Africa, its people and businesses.

C4

30 April 2010



Status Update

Australia

Over the past three months, C4 WorldWide (Australia) has put together a private placement memorandum for a series of five Wholesale Funds. Each is \$100 MM and each pays the investor a great rate of interest compared to current bank interest rates.

Series 1 – Private Client Fund – At present they have \$10 MM of the \$100 MM that will be raised. In yesterday's meeting we discussed strategies to speed up the time it will take to close this first fund.

Series 2 – Banking institutions have already committed to this offering. They are waiting for the completion of Series 1 before this can begin.

Series 3 – Hong Kong interests have committed to this offering.

Series 4 – Singapore interests have committed to this offering.

Series 5 – Has been tentatively agreed.

This next week signals more meetings with several financial institutions. There is a chance that one or more of the Series will over subscribe. This is acceptable.

At present, C4 has a backlog of interest in our financing program in the amount of \$1.5 BB. There is demonstrated interest far beyond this level. This is coming from both the public and private sectors of the Australian economy with some of the largest companies in Australia.

India

After some tragic personal experiences, our Managing Director has now returned to work. He's feeling much better and likes the changes to programs and opportunities that have been refined in his absence.

C4 has always enjoyed strong interest from India. We're working on the idea of manufacturing unique energy, water and waste treatment related products in the U.S. and then in India, local personnel would install and run the equipment. This would create employment here and there.

In India, we'll look for products that are not local to the U.S. economy but they can be imported and either assembled or used to manufacture other products within the U.S. economy.



Status Update

There are many more things planned.

Charitable Participation

As we mentioned in the last update, those that we're committed to helping are literally standing by. They know that in addition to their needs, we have commitments that must first be met.

Summary

Activity is picking up which means that our pipeline (of opportunities) will continue to grow. We've added another very knowledgeable person to our full time operation (on a success basis) like the rest of us.

Again, we want to express our appreciation to our clients, C4 Associates and our Alliance Partners for their support, help and encouragement. Together we'll all win.



A. App.2009

EXHIBIT 24

EXHIBIT 24

A. App.2009

Bill Parker

[REDACTED]

From: DRawson@C4WW.com
Date: Thu, 24 Jun 2010 21:21:21 -0700
Subject: A Payment to you
CC: Kerry@KerryRucker.com
To: RZNCain4@MSN.com

Good evening,

I'm grateful to inform you that we can make a payment to you in the amount of \$6,125,000. This represents forty-eight percent (48%) of the funds available after payment of sales and commission costs. We expect this payment to occur based on the schedule that was provided in tonight's update. In tomorrow's update we will give you any additional information learned during the business day tomorrow on the payment schedule. We are monitoring this very closely.

For the sake of clarity the distribution made to those of us working full time was 5.6% of the available funds.

We are hoping this will help you. We believe that once this first distribution is made to the client that provided the CMO, then others will come on board.

Thank you.

Sincerely,



 C4 WORLDWIDE



Mission:

"We will make a positive humanitarian difference worldwide."

Look for attachments (if any) here:

Please think before printing this or any email. Is it necessary?

More info at: www.C4WorldWide.com or www.DRRawson.com

A. App.2011

A. App.2011

A. App.2012

EXHIBIT 25

EXHIBIT 25

A. App.2012

Bill Parker

[REDACTED]

[REDACTED]

[REDACTED]

Subject: Your help is requested
From: DRawson@C4WW.com
Date: Mon, 18 Oct 2010 09:49:48 -0700
CC: dnico21@gmail.com
To: RZNCain1@MSN.com

Dear Mr. Cain,

Please accept my apology for coming directly to you, but time is of the essence.

As reported in the updates we've been providing, we were unsuccessful [again] with the placement of the CMOs. The good news is that now through Tommy Hammond; who was asked by the DOJ to straighten out the Aishwariya \$6.3 B, we've been given a chance to double up with him. We've essentially lost our time to be able to capitalize on the \$5.3 for as much as we had previously thought, but Hammond and the people that actually own the CMOs are extremely pleased with C4. We helped set it up so that Tommy could gain control and thereby get this in motion. As a result, they are going to give us more than just the value of the CMOs. This will allow us all do do so much more good.

Tommy and his people are tapped into the international Trade programs. He has been doing this for a number of years. With a Sister high up in the SEC and a son high in the DOJ and his other contacts and family members (one is a sitting U.S. Senator), we are now able to do background checks on those we're trying to deal with etc. This group that were going with, Person; is not well known to most people and they like it that way. They are known to Tommy and his other Associates that he Trades with internationally. They do monetize and Trade CMOs and they have their own base of assets. So, we're fortunate to have this opportunity.

The challenge is that we must move the CMOs from EKN to Person. I would like you to help me do this by signing the attached agreement and returning it to me. As you know, we've already incentivised EKN to do what we're requesting (long before this) and they agreed. We don't expect a problem but we're prepared to fly into NY tomorrow or wednesday if necessary to accomplish this.

We're asking that you please continue to work with us and allow this to happen. You'll notice that everything on the new account at Person is the same as it has been at EKN. You will of course be advised of the account number, pin, etc.

Will you sign the attached Agreement and return it to me ASAP? We will also need a new copy of your Passport or if it's not currently valid, your driver's license with the document.

Thank you for your help.

Sincerely,

Look for attachments (if any) here:

Please think before printing this or any email. Is it necessary?

More info at: www.C4WorldWide.com or www.DRRawson.com

Begin forwarded message:

From: "DR Rawson, Chairman & CEO of C4 WorldWide, Inc." <drawson@c4ww.com>
Date: October 18, 2010 8:45:47 AM PDT
To: Dave Nicolanti <dnico21@gmail.com>
Bcc: Richard Price <rprice@c4ww.com>
Subject: Your help is requested

Dave,

There is an extreme sense of urgency attached to the signature of this application. Over the weekend, we met with a number of people and after due diligence (Tommy's Hammond's connections) our approach to solving the problem is to move the CMO's to another account. This is how we're going to get the \$500K to pay the claims.

We're up against a timeline and could really use Jeff's help to get this done quickly.

Your help would be greatly appreciated in this matter and would of course be compensated.

Please advise.

Thanks,



Person Financial Services
New Account Approval Form

Account Number: _____

PERSON

Cash _____ Mgn. _____ Short _____ Optn. _____ IRA _____ Office Code: _____ RR# _____ Acct. Open Date: _____

Is this account for a Foreign Bank? ☐ YES / ☒ NO. If yes, please list U.S. agent for service of process: _____Name of Primary Account Holder or Title of Account: _____
(Write name exactly as it appears on Social Security Card or Fed ID Registration)

Name of Secondary Acct. Holder: _____

Primary Account Holder Information:

SEN, Fed ID, Canada, NITW:	Home Telephone:	
Residential Address: (No PO Boxes)		
City, State, Zip:		
Mailing Address (if different):		
City, State, Zip:	Drivers License #:	
Employer's Name:	Occupation:	
Employer's Address:	Employer's Telephone:	
City, State, Zip:		
Email Address:	Date of Birth:	
Associated person of a Broker?	Yes ☐ / No ☒ (If Yes, please name):	

Secondary Account Holder Information (If Joint Acct.): ☐ YES / ☒ NO - Is Secondary Account holder the Spouse of Primary Account Holder?

SEN, Fed ID, Canada, NITW:	Home Telephone:	
Residential Address: (No PO Boxes)		
City, State, Zip:		
Mailing Address (if different):		
City, State, Zip:	Drivers License #:	
Employer's Name:	Occupation:	
Employer's Address:	Employer's Telephone:	
City, State, Zip:		
Email Address:	Date of Birth:	
Associated person of a Broker?	Yes ☐ / No ☒ (If Yes, please name):	

Citizenship Information:**Primary:**

Are you a U.S. Citizen? Yes ☒ / No ☐
 Resident Alien? Yes ☐ / No ☐ Country of Birth: _____
 Non-Resident Alien? Yes ☐ / No ☐ Country Residing In: _____

Secondary:

Are you a U.S. Citizen? Yes ☒ / No ☐
 Resident Alien? Yes ☐ / No ☐ Country of Birth: _____
 Non-Resident Alien? Yes ☐ / No ☐ Country Residing In: _____

Investment Objectives: (* If more than one, please rank 1-5)

☐ Long term growth with safety (long term capital appreciation with relative safety of principal)	A
☐ Short term growth with high risk (Appreciation with acceptance of high risk)	B
☐ Speculative (want increase in value of investments - High Risk)	C
☐ Income (want to use proceeds of the acct. as a source of income)	H
☐ Growth and income (preserve capital as much as possible)	I
☒ Long term growth with greater risk - Aggressive Growth (trade volatile securities that have wide changes in price)	J
☐ Balanced (Diversification of asset classes for equal blend of income and long-term growth)	M
☐ Capital Appreciation (High Risk, capital growth invested primarily in stocks and options)	N

Tax Information:

# Of Dependents:	
Tax Status:	%
Initial Deposit:	\$
Initial Transaction:	

Marital Status: ☐ S / ☒ M / ☐ D / ☐ W

Signature: Primary _____ Secondary _____


Person Financial Services
New Account Approval Form

Account Number: _____

Cash _____ Mgn. _____ Short _____ Optn. _____ IRA _____ Office Code: _____ RR# _____ Acct. Open Date: _____

Client Information:

How long has account holder known the Broker?
Who were you introduced by?
Is account holder a control person? (Officer, Director or 10% stock owner) ☒ Yes / ☐ No
If Yes, Please list the company(s) controlled & position:
Is client an employee of Insurance Co., Bank, Fund, Securities firm or Investment Advisor? ☐ Yes / ☒ No

Income:		Net Worth: (Excluding Primary Residence)		Liquid Net Worth:		Payment Instructions:		
☐ \$0 - 24,999	☐ \$0 - 25,000	☐ \$0 - 25,000	A	Section:	Money	Dividends		
☐ \$25,000 - 39,999	☐ \$25,000 - 39,999	☐ \$25,000 - 39,999	B	☐ Transfer & Ship (1)	☐ Pay (1)	☐ Pay Weekly (1)		
☐ \$40,000 - 64,999	☐ \$40,000 - 64,999	☐ \$40,000 - 64,999	C	☐ Hold St. Name (2)	☐ Hold (7)	☐ Pay Monthly (1)		
☐ \$65,000 - 124,999	☐ \$65,000 - 124,999	☐ \$65,000 - 124,999	D			☐ Hold (4)		
☐ \$125,000 - 249,999	☐ \$125,000 - 249,999	☐ \$125,000 - 249,999	E					
☐ \$250,000 - \$499,999	☐ \$250,000 - \$499,999	☒ \$250,000 - \$499,999	F	Principal & Maturity: ☐ Credit to Account	☐ Send Payment			
☒ \$500,000 - \$999,999	☐ \$500,000 - \$999,999	☐ \$500,000 - \$999,999	G	Process checks: ☐ Monthly ☐ Weekly				
☐ \$1,000,000 - Over	☒ \$1,000,000 - Over	☐ \$1,000,000 - Over	H	Money Market Sweep: ☐ Yes / ☐ No - If Yes, List Fund:				

Investment Experience:

	Yrs.	Avg. Stan	Avg. # P/Yr.
Options:			
Stocks:			
Bonds:			
Commodities:			
Other (specify):			

Type of Registration:

☐ Individual / ☐ Joint Community Property / ☐ Payable on Death (Individual)
☐ Joint Tenants In Entirety / ☐ Joint with Rights of Survivorship (except in LA) / ☐ Joint Tenants In Common
☐ Joint with Rights of Survivorship & Payable on Death (except in LA) / ☐ Transfer on Death
☐ UGMA / ☐ UTMA (Provide DOB & SSN for minor): SSN _____ DOB _____
☐ Retirement Account - Type: _____ / ☐ Foreign Non-Resident Alien / ☐ Resident Alien
☒ Other (Circle): Corporate, LLC, Trust, Partnership, Estate, Non-Profit, Sole Proprietorship, Investment Club.

Credit References:

Bank:
Branch:
Type of Acct.:
Broker:

Duplicate Confirmations:

Please send Duplicates confirms to the following address:

Authorized Person:

If a person, other than the primary and/or secondary account holder will be operating this account, list Name, Address, ID# & Employer:
Is this a Discretionary account? Yes No (Circle One)

Customer and Authorized Person's Signature:

Primary Account Holder: _____ Date: _____

Secondary Account Holder: _____ Date: _____

Authorized Person (if Applicable): _____ Date: _____

Broker Use Only:

Registered Rep Signature:	
Branch Manager Signature:	
Designated Officer Signature:	

Daytrading:

Approved for Day Trading Strategy? ☐ YES / ☐ NO
Was Daytrading Risk Disclosure Statement Delivered? ☐ YES / ☐ NO
Date Daytrading Disclosure was delivered:


Person Financial Services
New Account Approval Form

Account Number: _____

Cash _____ Mgn. _____ Short _____ Optn. _____ IRA _____ Office Code: _____ RR# _____ Acct. Open Date: _____

Is this account for a Foreign Bank? ☐ YES / ☒ NO. If yes, please list U.S. agent for service of process: _____Name of Primary Account Holder or Title of Account: _____
(Write name exactly as it appears on Social Security Card or Fed ID Registration)

Name of Secondary Acct. Holder: _____

Primary Account Holder Information:

SSN, Fed ID, Canada, NITW:	Home Telephone:	
Residential Address: (No PO Boxes)		
City, State, Zip:		
Mailing Address (if different):		
City, State, Zip:	Driver's License #:	
Employer's Name:	Occupation:	
Employer's Address:	Employer's Telephone:	
City, State, Zip:		
Email Address:	Date of Birth:	
Associated person of a Broker?	Yes ☐ / No ☒ (If Yes, please name):	

Secondary Account Holder Information (If Joint Acct.): ☐ YES / ☒ NO -- Is Secondary Account holder the Spouse of Primary Account Holder?

SSN, Fed ID, Canada, NITW:	Home Telephone:	
Residential Address: (No PO Boxes)		
City, State, Zip:		
Mailing Address (if different):		
City, State, Zip:	Driver's License #:	
Employer's Name:	Occupation:	
Employer's Address:	Employer's Telephone:	
City, State, Zip:		
Email Address:	Date of Birth:	
Associated person of a Broker?	Yes ☐ / No ☒ (If Yes, please name):	

Citizenship Information:**Primary:**

Are you a U.S. Citizen? Yes ☒ / No ☐
 Resident Alien? Yes ☐ / No ☐ Country of Birth: _____
 Non-Resident Alien? Yes ☐ / No ☐ Country Residing In: _____

Secondary:

Are you a U.S. Citizen? Yes ☒ / No ☐
 Resident Alien? Yes ☐ / No ☐ Country of Birth: _____
 Non-Resident Alien? Yes ☐ / No ☐ Country Residing In: _____

Investment Objectives: (* If more than one, please rank 1-5)

☐ Long term growth with safety (long term capital appreciation with relative safety of principal)	A
☐ Short term growth with high risk (Appreciation with acceptance of high risk)	B
☐ Speculative (want increase in value of investments - High Risk)	C
☐ Income (want to use proceeds of the acct. as a source of income)	E
☐ Growth and Income (preserve capital as much as possible)	I
☒ Long term growth with greater risk - Aggressive Growth (trade volatile securities that have wide changes in price)	J
☐ Balanced (Diversification of asset classes for equal blend of income and long-term growth)	M
☐ Capital Appreciation (High Risk, capital growth invested primarily in stocks and options)	N

Tax Information:

# Of Dependents:	
Tax Status:	%
Initial Deposit:	\$
Initial Transaction:	

Marital Status: ☐ S / ☒ M / ☐ D / ☐ W

Signature: Primary _____ Secondary _____


Person Financial Services
New Account Approval Form

Account Number: _____

Cash _____ Mgn. _____ Short _____ Optn. _____ IRA _____ Office Code: _____ RR# _____ Acct. Open Date: _____

Client Information:

How long has account holder known the Broker?
Who were you introduced by?
Is account holder a control person? (Officer, Director or 10% stock owner) ☒ Yes / ☐ No
If Yes, Please list the company(s) controlled & position:
Is client an employee of Insurance Co., Bank, Fund, Securities firm or Investment Advisor? ☐ Yes / ☒ No

Income:		Net Worth: (Including Primary Residence)		Liquid Net Worth:		Payment Instructions:		
☐ \$0 - 24,999	☐ \$0 - 25,000	☐ \$0 - 25,000	A	Securities:	Money	Dividends		
☐ \$25,000 - 39,999	☐ \$25,000 - 39,999	☐ \$25,000 - 39,999	B	☐ Transfer & Ship (1)	☐ Pay (1)	☐ Pay Weekly (1)		
☐ \$40,000 - 64,999	☐ \$40,000 - 64,999	☐ \$40,000 - 64,999	C	☐ Hold St. Name (2)	☐ Hold (7)	☐ Pay Monthly (1)		
☐ \$65,000 - 124,999	☐ \$65,000 - 124,999	☐ \$65,000 - 124,999	D			☐ Hold (4)		
☐ \$125,000 - 249,999	☐ \$125,000 - 249,999	☐ \$125,000 - 249,999	E					
☐ \$250,000 - \$499,999	☐ \$250,000 - \$499,999	☒ \$250,000 - \$499,999	F	Principal & Maturity: ☐ Credit to Account	☐ Send Payment			
☒ \$500,000 - \$999,999	☐ \$500,000 - \$999,999	☐ \$500,000 - \$999,999	G	Process checks: ☐ Monthly ☐ Weekly				
☐ \$1,000,000 - Over	☒ \$1,000,000 - Over	☐ \$1,000,000 - Over	H	Money Market Sweep: ☐ Yes / ☐ No - If Yes, List Fund:				

Investment Experience:

	Yrs.	Avg. Size	Avg. # P/Yr.
Options:			
Stocks:			
Bonds:			
Commodities:			
Other (specify):			

Type of Registrations:

☐ Individual / ☐ Joint Community Property / ☐ Payable on Death (Individual)
☐ Joint Tenants in Entirety / ☐ Joint with Rights of Survivorship (except in LA) / ☐ Joint Tenants in Common
☐ Joint with Rights of Survivorship & Payable on Death (except in LA) / ☐ Transfer on Death
☐ UGMA / ☐ UTMA (Provide DOB & SSN for minor): SSN _____ DOB _____
☐ Retirement Account - Type: _____ / ☐ Foreign Non-Resident Alien / ☐ Resident Alien
☒ Other (Circle): Corporate, LLC, Trust, Partnership, Estate, Non-Profit, Sole Proprietorship, Investment Club.

Credit References:

Bank:
Branch:
Type of Acct:
Broker:

Duplicate Certifications:

Please send Duplicate confirms to the following address:

Authorized Person:

If a person, other than the primary and/or secondary account holder will be operating this account, list Name, Address, ID# & Employer:
Is this a Discretionary account? Yes No (Circle One)

Customer and Authorized Person's Signature:

Primary Account Holder: _____ Date: _____

Secondary Account Holder: _____ Date: _____

Authorized Person (if Applicable): _____ Date: _____

Broker Use Only:

Registered Rep Signature:	
Branch Manager Signature:	
Designated Officer Signature:	

Daytrading:

Approved for Day Trading Strategy? ☐ YES / ☐ NO
Was Daytrading Risk Disclosure Statement Delivered? ☐ YES / ☐ NO
Date Daytrading Disclosure was delivered:

A. App.2020

EXHIBIT 26

EXHIBIT 26

A. App.2020


Penson Financial Services
New Account Approval Form

Account Number: _____

Cash _____ Mgn. _____ Short _____ Optn. _____ IRA _____ Office Code: _____ RR# _____ Acct. Open Date: _____

 Is this account for a Foreign Bank? ☐ YES / ☒ NO. If yes, please list U.S. agent for service of process: _____

 Name of Primary Account Holder or Title of Account: C4 Worldwide, Inc. / DR Rawson (51%)
 (Write name exactly as it appears on Social Security Card or Fed ID Registration)

 Name of Secondary Acct. Holder: Hell-Ops International, LLC / Jeffrey K. Cain (49%)
Primary Account Holder Information:

SSN, Fed ID, Cobalt, NFIN	[REDACTED]	Home Telephone: +714-698-5780
Residential Address: (No PO Boxes)	110 Square - 8751 Dewey Drive	
City, State, Zip:	Garden Grove, CA 92841	
Mailing Address (if different):		
City, State, Zip:		Drivers License #: MD006389
Employer's Name:	C4 Worldwide, Inc.	Occupation: Chairman & CEO
Employer's Address:	110 Square - 8751 Dewey Drive	Employer's Telephone: +714-675-6185
City, State, Zip:	Garden Grove, CA 92841	
Email Address:	DRawson@C4WHL.com	Date of Birth: [REDACTED]
Associated person of a Broker?	Yes ☐ / No ☒ (If Yes, please name):	

Secondary Account Holder Information (If Joint Acct.): ☐ YES / ☒ NO -- Is Secondary Account holder the Spouse of Primary Account Holder?

SSN, Fed ID, Cobalt, NFIN	[REDACTED]	Home Telephone:
Residential Address: (No PO Boxes)	101 Wines Way	
City, State, Zip:	Minden, NV 89428	
Mailing Address (if different):		
City, State, Zip:		Drivers License #:
Employer's Name:	Hell-Ops International, LLC / Jeffrey K. Cain	Occupation: Managing Member
Employer's Address:	101 Wines Way	Employer's Telephone: +775-782-4040
City, State, Zip:	Minden, NV 89423	
Email Address:	RZNCain4@MSN.com	Date of Birth: [REDACTED]
Associated person of a Broker?	Yes ☐ / No ☒ (If Yes, please name):	

Citizenship Information:**Primary:**
 Are you a U.S. Citizen? Yes ☒ / No ☐
 Resident Alien? Yes ☐ / No ☐ Country of Birth: _____
 Non-Resident Alien? Yes ☐ / No ☐ Country Residing In: _____
Secondary:
 Are you a U.S. Citizen? Yes ☒ / No ☐
 Resident Alien? Yes ☐ / No ☐ Country of Birth: _____
 Non-Resident Alien? Yes ☐ / No ☐ Country Residing In: _____
Investment Objectives: (* If more than one, please mark 1-5)

☐ Long term growth with safety (long term capital appreciation with relative safety of principal)	A
☐ Short term growth with high risk (Appreciation with acceptance of high risk)	B
☐ Speculative (most income in value of investments - High Risk)	C
☐ Income (most to use proceeds of the acct. as a source of income)	H
☐ Growth and Income (pursue capital as much as possible)	I
☒ Long term growth with greater risk - Aggressive Growth (made relative sacrifices that have with changes in price)	J
☐ Balanced (Diversification of asset classes for equal blend of income and long-term growth)	M
☐ Capital Appreciation (High Risk capital growth invested primarily in stocks and options)	N

Tax Information:

# Of Dependents:	1
Tax Status:	35 %
Initial Deposit:	\$ 1,001,000,000
Initial Transaction:	Same

 Market Status: ☐ S / ☒ M / ☐ D / ☐ W

Signature: Primary

 DR RAWSON

Signature: Secondary

 JEFFREY K. CAIN 10/18/2010 07/2006


**Penson Financial Services
New Account Approval Form**

Account Number: _____

Cash _____ Mgn _____ Short _____ Optm _____ IRA _____ Office Code: _____ RR# _____ Acct. Open Date: _____

Client Information:

How long has account holder known the Broker?
Who were you introduced by?
Is account holder a control person? (Officer, Director or 10% stock owner) ☒ Yes / ☐ No
If Yes, Please list the company(ies) controlled & position: C4 Worldwide, Inc., Chairman & CEO
Is client an employee of Insurance Co., Bank, Fund, Securities firm or Investment Advisor? ☐ Yes / ☒ No

Income:			Net Worth: (Including Primary Residence)			Liquid Net Worth:			Payment Instructions:						
☐ \$0 - 24,999	☐ \$25,000 - 39,999	☐ \$40,000 - 64,999	☐ \$65,000 - 124,999	☐ \$125,000 - 249,999	☐ \$250,000 - \$499,999	☐ \$500,000 - \$999,999	☐ \$1,000,000 - Over	☐ \$0 - 25,000	☐ \$25,000 - 39,999	☐ \$40,000 - 64,999	☐ \$65,000 - 124,999	☐ \$125,000 - 249,999	☐ \$250,000 - \$499,999	☐ \$500,000 - \$999,999	☐ \$1,000,000 - Over
☐ \$0 - 24,999 ☐ \$25,000 - 39,999 ☐ \$40,000 - 64,999 ☐ \$65,000 - 124,999 ☐ \$125,000 - 249,999 ☐ \$250,000 - \$499,999 ☒ \$500,000 - \$999,999 ☐ \$1,000,000 - Over			☐ \$0 - 25,000 ☐ \$25,000 - 39,999 ☐ \$40,000 - 64,999 ☐ \$65,000 - 124,999 ☐ \$125,000 - 249,999 ☐ \$250,000 - \$499,999 ☒ \$500,000 - \$999,999 ☐ \$1,000,000 - Over			☐ \$0 - 25,000 ☐ \$25,000 - 39,999 ☐ \$40,000 - 64,999 ☐ \$65,000 - 124,999 ☐ \$125,000 - 249,999 ☐ \$250,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - Over			A. Securities: ☐ Transfer & Ship (1) ☐ Pay (1) ☐ Dividends B. ☐ Hold St. Name (2) ☐ Hold (7) ☐ Pay Weekly (1) C. ☐ Hold (6) D. ☐ Hold (6) E. ☐ Hold (6) F. Principal & Maturity: ☐ Credit to Account ☐ Send Payment G. Process checks: ☐ Monthly ☐ Weekly H. Money Market Sweep: ☐ Yes / ☐ No - If Yes, List Freq:						

Investment Experience:

	Yrs.	Avg. Size	Avg. # P/Yr.
Options:	10+	1M	
Stocks:	20+	1M	
Bonds:	20+	1M	
Commodities:	5+	25M	
Other (specify):			

Type of Registration:

☐ Individual / ☐ Joint Community Property / ☐ Payable on Death (Individual)
☐ Joint Tenants in Entirety / ☐ Joint with Rights of Survivorship (except in LA) / ☐ Joint Tenants in Common
☐ Joint with Rights of Survivorship & Payable on Death (except in LA) / ☐ Transfer on Death
☐ UGMA / ☐ UTMA (Provide DOB & SSN for minor): SSN _____ DOB _____
☐ Retirement Account - Type: _____ / ☐ Foreign Non-Resident Alien / ☐ Resident Alien
☒ Other (Circle): Corporate, LLC, Trust, Partnership, Estate, Non-Profit, Sole Proprietorship, Investment Club.

Credit References:

Bank: EKN Investment Services
Branch: NY, NY
Type of Acct.: Investment
Broker: George Lincoln

Duplicate Confirmations:

Please send Duplicates confirm to the following address:
101 Wynn Way
Winston, NV 89423

Authorized Person:

If a person, other than the primary and/or secondary account holder will be operating this account, list Name, Address, ID# & Employer:
Is this a Discretionary account? Yes No (Circle One)

Customer and Authorized Person's Signature:

Primary Account Holder: _____	Date: _____
Secondary Account Holder: _____	Date: _____
Authorized Person (If Applicable): _____	Date: _____

Broker Use Only:

Registered Rep Signature:	
Branch Manager Signature:	
Designated Officer Signature:	

Daytrading:

Approved for Day Trading Status? ☐ YES / ☐ NO
Was Daytrading Risk Disclosure Statement Delivered? ☐ YES / ☐ NO
Date Daytrading Disclosure was delivered: _____

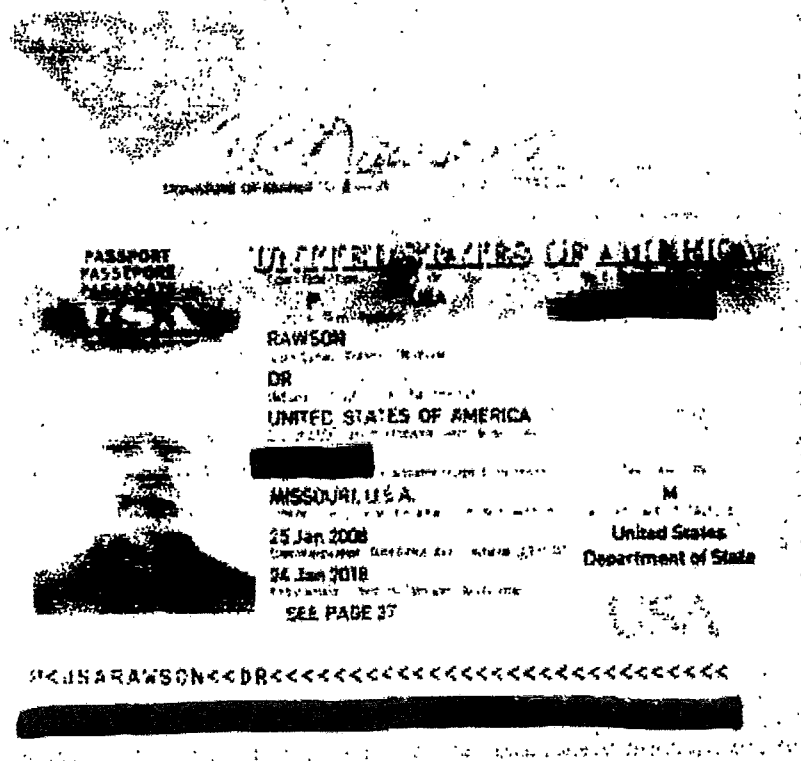
 OK
 10/13/2010 07/2006
 10/18/2010

4

Date: October 18, 2010

From: DR Rawson

Subject: Copy of his U.S. Passport



4

CONFIDENTIAL (B) (S)

www.C4WorldWide.com

A. App.2025

EXHIBIT 27

EXHIBIT 27

A. App.2025



CORPORATION RESOLUTION

I, DR Rawson, Chairman & CEO 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 October 18, 2010 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 DR Rawson be allowed to move the CMOs held at EKN to Penson. The CMOs are identified as:

EKN account: 59743911 (C4WW) and the following instruments:

Symbol\CUSIP	Description	Quantity
36246LAP6	GS Mortgage Securities Trust	\$ 500,000,000.00
20173MBA7	Greenwich Capital Commercial	\$ 501,000,000.00

I, DR Rawson, Chairman & CEO of C4 WorldWide, Inc. certify that I am a duly elected Chairman and majority stockholder of C4 WorldWide, Inc., a corporation duly formed pursuant to the laws of the State of Nevada, 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 October 18, 2010, 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 October 18, 2010.

DR Rawson, Chairman & CEO



A. App.2027

EXHIBIT 28

EXHIBIT 28

A. App.2027



CORPORATION RESOLUTION

I, DR Rawson, Chairman & CEO 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 October 18, 2010 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 DR Rawson be allowed to move the CMOs held at EKN to Penson. The CMOs are identified as:

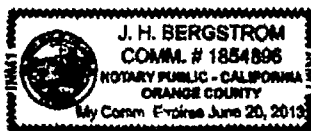
EKN account: 59743911 (C4WW) and the following instruments:

Symbol\CUSIP	Description	Quantity
36246LAP6	GS Mortgage Securities Trust	\$ 500,000,000.00
20173MBA7	Greenwich Capital Commercial	\$ 501,000,000.00

I, DR Rawson, Chairman & CEO of C4 WorldWide, Inc. certify that I am a duly elected Chairman and majority stockholder of C4 WorldWide, Inc., a corporation duly formed pursuant to the laws of the State of Nevada, 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 October 18, 2010, 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 October 18, 2010.

DR Rawson, Chairman & CEO



A. App.2029

EXHIBIT 29

EXHIBIT 29

A. App.2029

Date: 10/28/10

Person Financial Services, Inc.
 1700 Pacific Ave., Ste. 1400
 Dallas, TX 75201
 Attn: Legal Compliance Department

Re: Account No. [REDACTED] 0769

To Whom It May Concern:

Please accept this letter of instruction to request that in its capacity as clearing broker for my broker, Viewpoint Securities, LLC (the "Firm"), Person Financial Services, Inc. ("Person") transfers on my behalf and at my request, certain securities as described below ("Securities"),

Account Number to Debit Securities From [REDACTED] 0769

Account Name: C4 WORLDWIDE

Security Description: GREENWICH CAPITAL COMMERCIAL - CMO

Cusip/ISIN 20173 MBA7

Quantity 501,000,000,00

Account Number to Credit Securities To [REDACTED] 0413

Account Name: BOLTON SUMMIT INVESTORS GROUP LTD

I understand that this request is contrary to Person's general policies and that Person has agreed to transfer these securities as an accommodation only. I represent and warrant that I am the true and legal owner, trustee, seller or holder of the Securities, as applicable, and any purchase or subsequent sale of any Securities does not violate any applicable law. I represent and warrant that I am an "accredited investor" as defined under Rule 501(a) under the Securities Act of 1933, as amended. I will inform you and the Firm whenever any of the above representations change.

I further agree to indemnify, defend and hold harmless Person and any entity it controls, is controlled by or is under common control with and their respective officers, directors, agents and employees from and against all claims, demands, proceedings, suits and actions, and all liabilities, losses, and expenses associated in any manner with Person's transferring of these Securities pursuant to this request, including any attorneys' fees.

Sincerely,



Signature

10-28-2010

Date

Joint Account Holder (If Applicable)

Date

D.R. RAWSON CHAIRMAN - CIO

Customer Printed Name

Title

Date: 10/28/10

Person Financial Services, Inc.
 1700 Pacific Ave., Ste. 1400
 Dallas, TX 75201
 Attn: Legal Compliance Department

Re: Account No. 00769

To Whom It May Concern:

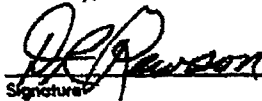
Please accept this letter of instruction to request that in its capacity as clearing broker for my broker, Viewpoint Securities, LLC (the "Firm"), Person Financial Services, Inc. ("Person") transfers on my behalf and at my request, certain securities as described below ("Securities"),

Account Number to Debit Securities From: 00769
 Account Name: C4 WORLDWIDE
 Security Description: GS HARTMAN SECURITY TRUST - CMO
 Cusip/ISIN: 36246 LAPL
 Quantity: 500,000,000.00
 Account Number to Credit Securities To: 0413
 Account Name: GOLDEN SUMMIT INVESTORS GROUP, LTD

I understand that this request is contrary to Person's general policies and that Person has agreed to transfer these securities as an accommodation only. I represent and warrant that I am the true and legal owner, trustee, seller or holder of the Securities, as applicable, and any purchase or subsequent sale of any Securities does not violate any applicable law. I represent and warrant that I am an "accredited investor" as defined under Rule 501(a) under the Securities Act of 1933, as amended. I will inform you and the Firm whenever any of the above representations change.

I further agree to indemnify, defend and hold harmless Person and any entity it controls, is controlled by or is under common control with and their respective officers, directors, agents and employees from and against all claims, demands, proceedings, suits and actions, and all liabilities, losses, and expenses associated in any manner with Person's transferring of these Securities pursuant to this request, including any attorneys' fees.

Sincerely,



10-28-2010

Signature

Date

Joint Account Holder (If Applicable)

Date

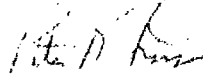
D. B. Rawson CHAIRMAN - CEO
 Customer Printed Name Title

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.**

Lender: **New Hope Capital Foundation, Inc.**



Signature/Title

Signature/Title

Printed name: DR Rawson

Printed Name: Peter R. Lazzari

{C4 Corporate Seal}

C4 WORLDWIDE

Exhibit "E"

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

Distribution Amounts (in percentages):

Distribution shall be 28.00 %, 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: \$ 3,360,000,000.00 (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. 435904306, 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 this 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

NEW HOPE CAPITAL FOUNDATION, INC.		Name of Company:	New Hope Capital Foundation, Inc.
28960 US Highway 19 North		Name of Bank:	Colonial Bank (BB & T)
Suite 103		Name of Bank:	
Clearwater, Florida 33761		Address of Bank:	4015 Tampa Road Oldsmar, Florida 34677
(727) 771-7000 or (727) 638-0754		Bank Telephone #	813-855-9060
Peter R. Lazzari, President and Chairman of the Board		Account. Signatory:	Peter R. Lazzari or Clifford Kendel
		Bank Fax:	813-855-9272
		Bank ABA Number	062001319
		Swift Code Number	BRBTUS33
		Bank Account Number:	██████████8020
		Bank Officer Name and Title:	Trisha Krager/VP
		Beneficiary Name	Linda L. Lazzari - 50 %; Allison L. Kendel - 25 %; Allison R. Kendel - 25 %

4 WORLDWIDE

Part 1: NEW CAPITAL OPPORTUNITY ADVISORS, LLC		
NEW CAPITAL OPPORTUNITY ADVISORS, LLC	Name of Company:	New Capital Opportunity Advisors, LLC
28960 US Highway 19 North Suite 103	Name of Bank	Colonial Bank (BB & T)
Clearwater, Florida 33761	Name of Bank	
Office: 727-771-7700 or 727-638-0754	Address of Bank	4015 Tampa Road Oldsmar, FL 34677
Peter R. Lazzari, Managing Member	Bank Telephone Number	813-855-9060
	Account Signatory	Peter R. Lazzari or Clifford Kendel
	Bank Fax	813-855-9272
	Bank ABA Number	062001319
	Swift Code Number	BRBTUS33
	Bank Account Number	8053
	Bank Officer Name and Title	Trisha Krager Vice President
	Beneficiary Name	Linda L. Lazzari - 50 %; Allison L. Kendel - 25 %; Alissa R. Kendel - 25 %

4 WORLDWIDE

Party to the 3rd Party: HUMANILEND, LLC		
Name:	Name of Company:	HUMANILEND, LLC
HUMANILEND, 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	Account Signatory:	James J. Watt
James J. Watt	Bank Fax:	804-276-1594
President/Executive Director	Bank ABA Number:	052000113
MAILING ADDRESS:	Swift Code Number:	MANTUS - 33
3809 North Light Drive	Bank Account Number:	██████████6397
Chester, VA 23831	Bank Officer Name and Title:	Beth Shaw - Branch Manager Jim Salley - Business Banker
	Beneficiary Name:	James A. Watt

4 WORLDWIDE

Part 1: Account Information		
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
James J. Watt	Bank Telephone Number	Phone: (321)255-3300
Member, Board of Directors	Account Signatory:	Paul Rostbury & James J. Watt (Seminary CC) and James J. Watt (Aesteem)
	Bank Fax	Fax: (321)757-6913
	Bank ABA Number	263191387
	Swift Code Number	BRBTUS-33
	Bank Account Number	7023
	Bank Officer Name and Title.	Jason Custer - Branch Manager Cory Price - Customer Relations
	Beneficiary Name	James A. Watt

C4 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 33781	Name of Bank:	
727-458-5003	Address of Bank:	5005 Ulmerton Road Clearwater, FL 33762
Jack E. Campbell, Jr.	Bank Telephone Number:	727-892-7403 and/or 800-222-3862
President	Account Signatory:	Jack E. Campbell, Jr.
	Bank Fax:	727-892-7403
	Bank ABA Number:	063000021
	Swift Code Number:	PNBPUS33
	Bank Account Number:	[REDACTED] 8758
	Bank Officer Name and Title:	Susan Nelson - Branch Contact
	Beneficiary Name:	Constance Fotopoulos

EXHIBIT 9

EXHIBIT 9

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (hereafter referred to as the "Agreement") is made and binding between and among Peggy and Jeffrey Cain and Heli Ops International, LLC (hereinafter, the "Cains") and DR Rawson, Chairman/CEO and C4 Worldwide, Inc. (hereinafter, "C4 WorldWide").

WHEREAS, the Parties are each desiring to resolve issues having to do with C4 WorldWide's unpaid financial obligations arising out of the Promissory Note and Security Interest in the CMO Securities dated November 29, 2009 and upon signing this Agreement intend to cease further collection efforts, including but not limited to the filing of any litigation and the Cains further stipulate and agree that they will file no complaint(s) or the like with either the Securities and Exchange Commission and/or the Department of Justice of any state.

To the extent not modified herein, the Promissory Note and Security Interest in the CMO securities remains in full force and effect.

WHEREAS, each party desires to settle all the claims, fully and finally without any admission of liability;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1. CONSIDERATION

1.1 In consideration of the Releases set forth below in Section 2 and the other terms set forth herein, C4 WorldWide stipulates that it owes the Cains Twenty Million USD (\$20,000,000) and that said amount was due on December 30, 2009 and remains unpaid. C4 WorldWide acknowledges its obligation to pay and agrees to pay the sum of \$20,000,000, plus all accumulated interest, to Cains no later than 90 days from February 25, 2010, less any advance payments made, and C4 WorldWide shall use all reasonable efforts to pay this obligation off in full as quickly as possible.

1.2 C4 WorldWide shall, no later than March 4, 2010, assign a 49% interest in the CMO joint securities account (which account is described more fully in Article IV of the Joint Venture Agreement, hereinafter, the "Account") to the Cains. Upon payment to the Cains of the \$20,000,000 (plus all accumulated interest), contemplated by this Agreement, the Cains agree that they shall have no further ownership interest in the Account (as per Article 4.03 and 4.04 of the Joint Venture Agreement). The Cains further expressly agree to execute any and all documentation necessary to reassign the ownership interest in the Account to C4, which will result in C4 having 100% ownership interest in the Account (the total value of this account is believed to currently be between \$600,000 and \$625,000). C4 WorldWide agrees further to pay interest on this \$20,000,000 obligation from December 31, 2009 at the rate of 9% per annum until said debt is paid in full.

1.2 Both sides shall bear their own costs and attorney fees incurred in achieving this settlement.

1.3 Neither party shall make disparaging comments regarding the other.

SECTION 2. RELEASE

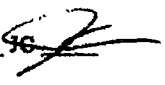
2.1 The Cains, their successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever releases and discharges C4 WorldWide, from any and all claims that exist arising out of C4 worldwide's financial misfortunes and resultant inability to timely pay the Promissory Note and Security Interest in the CMO Securities dated November 29, 2009 (a true and accurate copy of which is attached hereto as Exhibit A and is incorporated herein by reference). Such release covers the Cains, their successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever release and discharge C4 WorldWide, its successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, of and from any and all past, present, and future claims, demands, obligations, causes of action for damages of any kind, known and unknown, the basis for which now exists or may hereafter become manifest that are directly or indirectly related to the facts in any of the claims of any kind asserted against or which could have been asserted in any of the claims.

2.2 C4 WorldWide, its successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever releases and discharges the Cains, from any and all claims that exist arising out of C4 WorldWide's financial misfortunes and resultant inability to timely pay the Promissory Note and Security Interest in the CMO Securities dated November 29, 2009 (a true and accurate copy of which is attached hereto as Exhibit A and is incorporated herein by reference). Such release covers C4 WorldWide, its successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, hereby fully and forever release and discharge the Cains, their successors, predecessors, parents, assigns, agents, employees, officers, directors, insurers, and all other affiliated persons, firms, or corporations, of and from any and all past, present, and future claims, demands, obligations, causes of action for damages of any kind, known and unknown, the basis for which now exists or may hereafter become manifest that are directly or indirectly related to the facts in any of the claims of any kind asserted against or which could have been asserted in any of the claims.

SECTION 3. EXPRESS ACKNOWLEDGMENTS, REPRESENTATIONS, AND WARRANTIES

3.1 The parties expressly acknowledge and agree that the Release set forth in Section 2 is a general release of the matters described above.

3.2 Each party expressly represents and warrants that it has relied on its own knowledge of

DRE  PO  SC 

the facts and the advice of their/its own lawyer, knowing the right to consult with counsel before entering this Agreement, concerning the consequences of this Agreement; and that the signers of this Agreement are of legal age, legally competent to execute this Agreement, and have full authority to sign this Agreement. The parties further warrant that no promise or inducement has been offered, except as set forth in this Agreement, and that this Agreement is executed without reliance on any statement or representation by any other party concerning the nature and extent of damages or legal liability.

3.3 The parties expressly acknowledge and agree that the purpose and effect of this Agreement is to fully and forever resolve all issues relating to claims arising out of and which could be asserted in this case and that no party will pursue the other for anything relating in any way to the claims being released.

3.4 The parties expressly acknowledge and agree that the terms of this Agreement are contractual in nature and not merely a recital.

SECTION 4. ENFORCEMENT OF AGREEMENT

4.1 In the event of a material breach of this Agreement or other dispute regarding the enforcement or interpretation of this Agreement, the prevailing party is entitled to recover all attorney fees, costs, and expenses incurred.

SECTION 5. GOVERNING LAW

5.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of California and any action arising out of this Agreement shall be filed in Douglas County, Nevada.

SECTION 6. INTEGRATION

6.1 This Agreement and Exhibit A attached hereto contain the entire agreement between and among the parties regarding the matters set forth herein and is conclusive and binding on and inures to the benefit of the executors, administrators, personal representatives, heirs, next of kin, children, successors, and assigns of each.

SECTION 7. MODIFICATION

7.1 This Agreement may not be amended or modified except in writing signed by all parties.

SECTION 8. SAVING CLAUSE

8.1 If any provision of this Agreement, or the application of a provision to any person or circumstance, is held invalid, the remainder of this Agreement, or the application of that provision to other persons or circumstances, must not be affected thereby.

DEB  PC  JC 

EXHIBIT 10

A. App.1936

EXHIBIT 10

A. App.1936

C4 WORLDWIDE, INC
ATTN: DR RAWSON &
JEFFREY K CAIN

Period Ending -
December 31, 2009
Account Number: GCGL

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23911

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		3.356%
Margin Balance			
Net Cash Equivalents	\$0.00	\$18,883.55	3.356%
Equities			
Preferreds			
Tax-Exempt Bonds			
Taxable Bonds and CDs	543,650.20		96.643%
Mutual Funds			
Unit Investment Trusts			
Annuities			
Other Investments			
Net Portfolio Assets	\$543,650.20	\$0.00	\$543,650.20
Net Portfolio Value	\$543,650.20	\$18,883.55	\$562,533.75

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.1938

A. App.1938

C4 WORLDWIDE, INC
ATTN: DR RAWSON &
JEFFREY K CAIN

Period Ending -
December 31, 2009
Account Number: GCGI

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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, 2008.

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	20173MBA7	501,656.137	0.0173	84,993.14	44,215.98	52.023%
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						
GS MTG COM1 2007-GG10	36246LAP6	500,000.000	0.0918	458,657.06	179,862.37	39.215%
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: 0.969252870						
Current Face: 499,626,435.00						
Total Taxable Bonds and CDs				\$543,650.20	\$224,078.35	41.217%

Total Net Portfolio Assets

\$543,650.20

41.217%

Total Net Portfolio Value

\$562,533.75

39.835%

C4 WORLDWIDE, INC
ATTN: DR RAWSON &
JEFFREY K CAIN

Period Ending -
December 31, 2009
Account Number: GCGL

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ACTIVITY SUMMARY

Type of Activity	Activity	This Period
Operating Balance - Net Cash Equivalents		\$0.00
Buy and Sell Transactions	Assets Bought	-986,123.36
	Assets Sold/Redeemed	
Deposits	Deposits Made to Your Account	1,005,000.00
Withdrawals	Withdrawals From Your Account	
Income and Distributions	Income and Distributions	6.91
Money Market Activity	Money Market Activity	
Margin Interest	Margin Interest Charged	
Other	Other Transactions	
Closing Balance - Net Cash Equivalents		\$18,883.55

ACTIVITY DETAILS

OPENING BALANCE - Net Cash Equivalents		This Period
		\$0.00

Assets Bought

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

PLTFS 1433

CASH EQUIVALENTS

Cash	Money Market	Margin
\$0.00	\$0.00	\$0.00
-986,123.36		
1,005,000.00		
6.91		
-18,883.55	18,883.55	
\$0.00	\$18,883.55	\$0.00

CASH EQUIVALENTS

Cash	Money Market	Margin
\$0.00	\$0.00	\$0.00

Cash	Money Market	Margin
-42,338.63		

-42,278.63		
------------	--	--

-42,437.53		
------------	--	--

-42,377.53		
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Continued ->

C4 WORLDWIDE, INC
ATTN: DR RAWSON &
JEFFREY K CAIN

Period Ending -
December 31, 2009
Account Number: GCGL
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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 COM1 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 COM1 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 COM1 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 COM1 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

Continued ->

CASH EQUIVALENTS

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

PLTFS 1435



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A. App.1941

A. App.1941

C4 WORLDWIDE, INC
ATTN: DR RAWSON &
JEFFREY K CAIN

Period Ending -
December 31, 2009
Account Number: GCGL

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PLTS 1434
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ACTIVITY DETAILS (Continued)

Assets Bought (Continued)

Date	Activity	Quantity	Price	Description	Total
12/11/2009	PURCHASE	50,000,000.000	0.1093	GS MTG COM1 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 COM1 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 COM1 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 COM1 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 COM1 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
12/21/2009	PURCHASE	62,000,000.000	0.1093	GREENWICH CAPITAL MTG TR REMIC 2008-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
Total Assets Bought					\$-986,123.36

Deposits Made to Your Account

Date	Activity	Quantity	Description	Total
12/02/2009	FUNDS WIRED		FIR WELLS FARGO	255,000.00
12/08/2009	FUNDS WIRED		FIR WELLS FARGO	750,000.00
Total Deposits				\$1,005,000.00

Income and Distributions

Date	Activity	Quantity	Description	Total
12/24/2009	INTEREST		LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD 122409 18,983 EFFECTIVE YIELD 0.050%	6.91
Total Income and Distribution				\$6.91

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

C4 WORLDWIDE, INC
ATTN: DR RAWSON &
JEFFREY K CAIN

Period Ending -
December 31, 2009
Account Number: CGCL

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ACTIVITY DETAILS (Continued)

Money Market Activity

Date	Activity	Description	Total
12/03/2009	PURCHASE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD	
12/08/2009	SALE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD	
12/10/2009	PURCHASE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD	
12/11/2009	SALE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD	
12/14/2009	SALE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD	
12/22/2009	SALE	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD	
12/24/2009	INTEREST REINVEST	LEGENT INSURED DEPOSITS FDIC INSURED NOT COVERED BY SIPC DLD	
Total Money Market Activity			

CLOSING BALANCE - Net Cash Equivalents

This Period
\$18,883.55

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.

C4 WORLDWIDE, INC
ATTN: DR RAWSON &
JEFFREY K GAIN

Period Ending -
December 31, 2009
Account Number: G0GL

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PLTFS 1437



Member FINRA & SIPC
FDIC Insured

Account Terms & Conditions

Anticipated Annualized Income and Yield

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 Legend

Certain assets purchased through Legend or your investment firm may be held at a custodial institution other than Legend (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 Legend statement because of different reporting methods. Your Legend statement may also reflect other assets not held at Legend, the value and nature of which are generally provided by you. Legend does not guarantee the accuracy of any outside custody information. Kindly contact your investment firm should you detect differences.

Changes of Address

Please notify Legend 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.

Checkrifting and Debit Card Transactions

PMI Financial Services (PMI) 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 PMI at 1-800-222-2367 or write them direct at 8800 Tullum 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. Legend uses the First In First Out (FIFO) method of accounting. Legend 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 Legend's Money Market Sweep program, new credit balances over a predetermined level sweep to the money market fund you have selected. Legend 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 charged 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 Legend'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 Legend for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by Legend, 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 customer, be commingled with securities of other customers and used by Legend for pledge or re-pledge, hypothecate or re-hypothecate, loans or delivery on contracts for other customers without Legend 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 Legend 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 Legend 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, Legend 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 605 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. Legend provides these reports via a link from its home page, www.legendclearing.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. Legend 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.

Legend Insured Deposits

The Federal Deposit Insurance Corporation (FDIC) insures deposits in the Legend Insured Deposits program for each program bank in which funds are deposited. By opening a Legend 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 Legend Clearing at 1-402-384-6100. Legend receives a fee from participating banks of up to 1/2

available information about the program bank may be obtained by calling Legend Clearing at 1-402-384-6100. Legend receives a fee from participating banks of up to 1/2 % monthly on the Legend Insured Deposits program. Legend Clearing and/or Deutsche Bank reserve the right to choose the priority of program banks, subject to your elected exclusions. Further, Legend Clearing and/or Deutsche Bank reserve the right to include or delete program banks. The current list of program banks is available at www.legendclearing.com. Legend Insured Deposits are not covered by SIPC.

One-Line Account Access

Legend 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.legendclearing.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.) Legend 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. Legend 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. Untraded 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 1099R 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 Legend at 1-402-384-6100.

12-21-2009 - Statement

A. App.1945

EXHIBIT 11

EXHIBIT 11

A. App.1945

1 Case No. 11-CV-0296

2 Dept. II

3 This document does not contain
4 personal information of any person.

5
6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

8
9 PEGGY CAIN, an individual; JEFFREY CAIN, an
10 individual; and HELI OPS INTERNATIONAL, LLC
an Oregon limited liability company,

11 Plaintiffs,

12 v.

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

17 Defendants.
18

**RESPONSE TO FIRST SET OF
REQUESTS FOR PRODUCTION
OF DOCUMENTS TO C4
WORLDWIDE, INC.**

19 COMES NOW, Defendant, C4 WORLDWIDE, INC., by and through its attorney, Kelly R.
20 Chase, and hereby provides its responses to the first set of Requests for Production of Documents to
21 Defendants dated and served February 23, 2012.

22
23 **REQUEST NO. 1:** All corporate organizational documents, including without limitation all
24 articles of incorporation, by laws, minutes of board meeting, minutes of board subcommittee meetings,
25 and corporate resolutions.

26 **RESPONSE NO. 1:** To the extent that documents responsive to this request are in the
27 possession of the responding party, see documents contained on the enclosed electronic flash drive.
28

REQUEST NO. 2: All documents reflecting C4's banking relationships, including without limitation all banks in which C4 is or has been a depositor, and all banks in which C4 is or has been a borrower.

RESPONSE NO. 2: Objection is made to this interrogatory in that it is overbroad in scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary and confidential. Without waiving objection thereto and assuming the request is limited to accounts concerning the funds pertaining to the subject loan, Respondents state as follows: To the extent that documents responsive to this request are in the possession of the responding party, see documents contained on the enclosed electronic flash drive.

REQUEST NO. 3: All minutes of meetings and video and/or audio recordings of meetings of C4 directors, officers, committees, shareholders, and/or employees from January 1, 2008 to the present

RESPONSE NO. 3: To the extent that documents responsive to this request are in the possession of the responding party, see documents contained on enclosed electronic flash drive.

REQUEST NO. 4: All documents reflecting C4's directors and their business and residence addresses from January 1, 2008 to the present

RESPONSE NO. 4: See, "Defendant C4 Worldwide's Answers to Interrogatories", Response to Interrogatory No.1 for identification of directors. To the extent that documents responsive to this request are in the possession of the responding party, see documents contained on enclosed electronic flash drive.

REQUEST NO. 5: All documents reflecting C4's officers and their business and residence addresses from January 1, 2008 to the present

RESPONSE NO. 5: See Response to Request Nos. 3 and 4, above.

Law Office of Kelly R. Chase
P.O. Box 2888, Minden, NV 89423
Telephone: (775) 782-3099 Fax: (775) 782-3082

1 **REQUEST NO. 6:** All documents reflecting C4's shareholders and their business and
2 residence addresses from January 1, 2008 to the present.

3 **RESPONSE NO. 6:** Objection is made to this interrogatory in that it is overbroad in
4 scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the
5 discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary
6 and confidential. Without waiving objection thereto, Respondents state as follows: See Response to
7 Request No. 4, above.

8
9 **REQUEST NO. 7:** All documents reflecting C4's employees and their business and residence
10 addresses from January 1, 2008 to the present.

11 **RESPONSE NO. 7:** There are no documents responsive to this request.

12
13 **REQUEST NO. 8:** All documents reflecting any business relationship between C4 and any
14 resident of the state of Nevada or business conducting activities within the state of Nevada .

15 **RESPONSE NO. 8:** There are no documents responsive to this request.

16
17 **REQUEST NO. 9:** All documents reflecting advertisement for or solicitation of business by
18 C4 within the state of Nevada or aimed at residents and/or businesses of the state of Nevada

19 **RESPONSE NO. 9:** There are no documents responsive to this request.

20
21 **REQUEST NO. 10:** All documents reflecting any communications between C4 regarding
22 Plaintiffs, including without limitation communication between C4 and Plaintiffs and communications
23 between C4 and its directors, officers, and/or employees

24 **RESPONSE NO. 10:** Objection is made to this interrogatory in that it is overbroad in
25 scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the
26 discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary
27 and confidential. Further objection is made to this interrogatory in that the same requires Respondent
28 to provide documents that are within the knowledge of or equally available to the propounding party,

1 and is therefore unduly burdensome and oppressive. Without waiving objection thereto, Respondents
2 state as follows: To the extent that documents responsive to this request are in the possession of the
3 responding party, see documents contained on the enclosed electronic flash drive.

4
5 **REQUEST NO. 11:** All documents reflecting any of C4's customers, investors, partners, or
6 joint venturers

7 **RESPONSE NO. 11:** Objection is made to this interrogatory in that it is overbroad in
8 scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the
9 discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary
10 and confidential. Without waiving objection thereto, Respondents state as follows: Cains were the only
11 customer. To the extent that documents responsive to this request are in the possession of the
12 responding party, see documents contained on the enclosed electronic flash drive.

13
14 **REQUEST NO. 11 (Second #11):** Any (sic) all licenses that allow C4 to perform its work.

15 **RESPONSE (Second) NO. 11:** There are no documents responsive to this request.

16
17 **REQUEST NO. 12:** Any and all documents filed with the SEC or any other federal, state, or
18 local governmental entity with regulatory authority over C4's business

19 **RESPONSE NO. 12:** There are no documents responsive to this request.

20
21 **REQUEST NO. 13:** Any and all documents showing original, past, and current shareholders
22 of C4

23 **RESPONSE NO. 13:** Objection is made to this interrogatory in that it is overbroad in
24 scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the
25 discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary
26 and confidential. Without waiving objection thereto, Respondents state as follows: See Response to
27 Request No. 6, above.

Law Office of Kelly R. Chase
P.O. Box 2880, Minden, NV 89423
Telephone: (775) 782-3099 Fax: (775) 782-3082

REQUEST NO. 14: Any and all documents showing any amounts paid to directors, officers, shareholders and employees of C4, whether as payroll, salary, bonuses, dividends, stock options, expense reimbursement, or otherwise

RESPONSE NO. 14: To the extent that documents responsive to this request are in the possession of the responding party, see documents contained on the enclosed electronic flash drive.

REQUEST NO. 15: Any and all documents showing any financial involvement between the individually named Defendants and C4, including any investments that the Defendants have made in or through C4.

RESPONSE NO. 15: Objection is made to this interrogatory in that it is overbroad in scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary and confidential. Further objection is made in that the request asks for production of documents that are private and confidential. Without waiving objection thereto, Respondents state as follows: To the extent that documents responsive to this request are in the possession of the responding party, see documents contained on the enclosed electronic flash drive. Also, see, Response No. 14, above.

REQUEST NO. 16: Any and all insurance policies for which C4 and/or its officers and directors are beneficiaries or insureds

RESPONSE NO. 16: There are no documents responsive to this request.

REQUEST NO. 17: Any and all documents showing the assets and liabilities of C4

RESPONSE NO. 17: Objection is made to this interrogatory in that it is overbroad in scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary and confidential. Further objection is made to this interrogatory in that it is also premature pursuant to *Hetter v. Eighth Judicial Dist. Court*, 110 Nev. 513, 874 P.2d 762 (1994). Without waiving objection thereto, Respondents state as follows: To the extent that documents responsive to this request are in the

possession of the responding party, see documents contained on the enclosed electronic flash drive.

REQUEST NO. 18: Any and all documents showing the initial capitalization of C4 and any subsequent additions or deductions

RESPONSE NO. 18: Objection is made to this interrogatory in that it is overbroad in scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary and confidential. Further objection is made to this interrogatory in that it is also premature pursuant to *Hetter v. Eighth Judicial Dist. Court*, 110 Nev. 513, 874 P.2d 762 (1994). Without waiving objection thereto, Respondents state as follows: To the extent that documents responsive to this request are in the possession of the responding party, see documents contained on the enclosed electronic flash drive.

REQUEST NO. 19: Any and all tax returns for C4

RESPONSE NO. 19: Objection is made to this interrogatory in that it is overbroad in scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary and confidential. Further objection is made to this interrogatory in that it is also premature pursuant to *Hetter v. Eighth Judicial Dist. Court*, 110 Nev. 513, 874 P.2d 762 (1994). Without waiving objection thereto, Respondents state as follows: To the extent that documents responsive to this request are in the possession of the responding party, see documents contained on the enclosed electronic flash drive.

REQUEST NO. 20: Any and all Schedule K-1's

RESPONSE NO. 20: Objection is made to this interrogatory in that it is overbroad in scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary and confidential. Further objection is made to this interrogatory in that it is also premature pursuant to *Hetter v. Eighth Judicial Dist. Court*, 110 Nev. 513, 874 P.2d 762 (1994). Without waiving objection thereto, Respondents state as follows: To the extent that documents responsive to this request are in the

1 possession of the responding party, see documents contained on the enclosed electronic flash drive.

2

3 **REQUEST NO. 21:** Any and all documents not identified above showing income and
4 expenses of C4

5 **RESPONSE NO. 21:** Objection is made to this interrogatory in that it is overbroad in
6 scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the
7 discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary
8 and confidential. Further objection is made to this interrogatory in that it is also premature pursuant to
9 *Hetter v. Eighth Judicial Dist. Court*, 110 Nev. 513, 874 P.2d 762 (1994). Without waiving objection
10 thereto, Respondents state as follows: To the extent that documents responsive to this request are in the
11 possession of the responding party, see documents contained on the enclosed electronic flash drive.

12

13 **REQUEST NO. 22:** Any and all documents depicting C4's financial condition as of November
14 2009, including income statement(s) and balance sheet(s)

15 **RESPONSE NO. 22:** Objection is made to this interrogatory in that it is overbroad in
16 scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the
17 discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary
18 and confidential. Further objection is made to this interrogatory in that it is also premature pursuant to
19 *Hetter v. Eighth Judicial Dist. Court*, 110 Nev. 513, 874 P.2d 762 (1994). Without waiving objection
20 thereto, Respondents state as follows: To the extent that documents responsive to this request are in the
21 possession of the responding party, see documents contained on the enclosed electronic flash drive.

22

23 **REQUEST NO. 23:** Any and all documents that were provided to Plaintiff's prior to their
24 investment with C4

25 **RESPONSE NO. 23:** Objection is made to this interrogatory in that the same requires
26 Respondent to provide documents that are within the knowledge of or equally available to the
27 propounding party, and is therefore unduly burdensome and oppressive. Without waiving objection
28 thereto, Respondents state as follows: To the extent that documents responsive to this request are in the

1 possession of the responding party, see documents contained on the enclosed electronic flash drive.

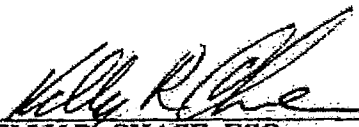
2
3 **REQUEST NO. 24:** Any and all documents showing the names, addresses and volume for any
4 vendors of C4

5 **RESPONSE NO. 24:** Objection is made to this interrogatory in that it is overbroad in
6 scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the
7 discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary
8 and confidential. Without waiving objection thereto, Respondents state as follows: To the extent that
9 documents responsive to this request are in the possession of the responding party, see documents
10 contained on the enclosed electronic flash drive.

11
12 **REQUEST NO. 25:** Any and all documents showing the names, addresses and volume for any
13 customers of C4

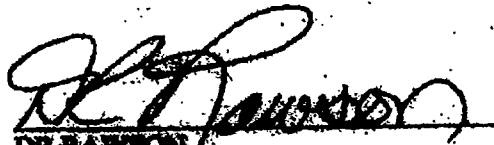
14 **RESPONSE NO. 25:** Objection is made to this interrogatory in that it is overbroad in
15 scope and subject matter, seeks information that is not relevant or reasonably calculated to lead to the
16 discovery of admissible evidence, and infringes upon proprietary rights and is considered proprietary
17 and confidential.

18 DATED this 6th day of April, 2012.

19
20 
21 KELLY R. CHASE, ESQ.
22 Nevada Bar #937
23 P.O. Box 2800
24 Minden NV 89423
25 (775) 782-3099
26 Attorney for Defendants
27
28

VERIFICATION

Under penalty of perjury in the State of Nevada, the undersigned declares that I have read the foregoing **RESPONSE TO FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO C4 WORLDWIDE, INC.** and know the contents thereof, that the same is true of my own knowledge, save and except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.


DR. RAWSON

CERTIFICATE OF SERVICE

I declare that I am an employee of the Law Office of Kelly R. Chase, over the age of 18 years, am not a party to the within action, and am a citizen of the United States.

That on the 6th day of April, 2012, I served the document entitled "RESPONSE TO FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO C4 WORLDWIDE, INC." by the following means:

☒ Placing a true and correct copy of said document in the United States mail, with First Class postage fully prepaid thereon, at Minden, Nevada, addressed as follows:

Michael L. Matuska, Esq
Matuska Law Offices, Ltd
937 Mica Drive Ste 16A
Carson City, NV 89705

☐ Faxing a true and correct copy of said document to the following person and number:

☐ Hand delivering a true and correct copy of said document to the following address:

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is made at Minden, Nevada.

DATED this 6th day of April, 2012,


Heather Lewis

Law Office of Kelly R. Chase
P.O. Box 3800, Minden, NV 89423
Telephone: (775) 782-3099 Fax: (775) 782-3082

A. App.1956

EXHIBIT 12

EXHIBIT 12

A. App.1956

ROSS MILLER
 Secretary of State
 Nevada State Capitol
 Carson, NV, Nevada 89001-4200
 P.O. Box 6787
 Website: www.twsos.gov

Articles of Incorporation (PURSUANT TO NRS CHAPTER 78)

Filed in the office of	Document Number 20090303572-19
	Filing Date and Time 04/30/2009 3:30 PM
Ross Miller Secretary of State State of Nevada	Entity Number E0232062009-9

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	C4 WorldWide, Inc.		
2. Registered Agent for Service of Process: (check only one box)	☒ Commercial Registered Agent: InCorp Services, Inc. Name ☐ Noncommercial Registered Agent (name and address below) OR ☐ Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code		
3. Authorized Stock: (number of shares corporation is authorized to issue)	Number of shares with par value: 0	Par value per share: \$ 0	Number of shares without par value: 100
4. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional pages if more than two directors/trustees)	1) Cynthia Cardenas Name 375 N. Stephanie St. - Suite 1411 Henderson NV 89014-8909 Street Address City State Zip Code 2) DR Rawson Name 375 N. Stephanie St. - Suite 1411 Henderson NV 89014-8909 Street Address City State Zip Code		
5. Purpose: (optional; see instructions)	The purpose of the corporation shall be: Any Legal Purpose		
6. Name, Address and Signature of Incorporator: (attach additional pages if more than one incorporator)	Doug Ansell on behalf of InCorp Services, Inc.  Name 375 N. Stephanie St. - Suite 1411 Henderson NV 89014-8909 Address City State Zip Code		
7. Certificate of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity.  April 30, 2009 Signature of Registered Agent or the State or Noncommercial Agent Entity Date		

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles
Revised on 7-1-05

[REDACTED]

[REDACTED]

[REDACTED]

A. App.1959

(PROFIT) INITIAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT OF

FILE NUMBER

C4 WORLDWIDE, INC

E0232062009-9

(Name of Corporation)

FOR THE FILING PERIOD OF 4/2009

TO 4/2010

The corporation's duly appointed registered agent in the State of Nevada upon whom process can be served is:

INCORP SERVICES, INC. (Commercial Registered Agent)
 375 N STEPHANIE ST STE 1411
 HENDERSON, NV 89014-8909 USA

Filed in the office of

Document Number

20090387524-10

Filing Date and Time

05/04/2009 2:11 PM

Entity Number

E0232062009-9

Ross Miller
 Secretary of State
 State of Nevada

☐ CHECK BOX IF YOU REQUIRE A FORM TO UPDATE YOUR REGISTERED AGENT INFORMATION

Important: Read Instructions before completing and returning this form.

THE ABOVE SPACE IS FOR OFFICE USE ONLY

- Print or type names and addresses of all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. Have an officer sign the form. FORM WILL BE RETURNED IF UNMAILED.
- If there are additional directors, attach a list of them to this form.
- Return the completed form with the \$125.00 filing fee. A \$75.00 penalty must be added for failure to file this form by the last day of first month following the incorporation/initial registration with this office.
- With your check payable to the Secretary of State. Your cancelled check will constitute a certificate to transmit business per NRS 78.155. To receive a certified copy, enclose an additional \$20.00 and appropriate instructions.
- Return the completed form to: Secretary of State, 252 North Carson Street, Carson City, NV 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State prior to the last day of the first month following the incorporation/initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fee and penalty.

FILING FEE \$125.00 LATE PENALTY \$75.00

CHECK ONLY IF APPLICABLE☐ This corporation is a publicly traded corporation. The Central Index Key number is:☐ This publicly traded corporation is not required to have a Central Index Key number.

NAME

TITLE(S)

Cynthia Cardenas

PRESIDENT (OR EQUIVALENT OF)

ADDRESS

CITY

ST

ZIP

375 N. Stephanie St. - Suite 1411, USA

Henderson

NV

89014-8909

NAME

TITLE(S)

Richard Price

SECRETARY (OR EQUIVALENT OF)

ADDRESS

CITY

ST

ZIP

375 N. Stephanie St. - Suite 1411, USA

Henderson

NV

89014-8909

NAME

TITLE(S)

Margaret Rawson

TREASURER (OR EQUIVALENT OF)

ADDRESS

CITY

ST

ZIP

375 N. Stephanie St. - Suite 1411, USA

Henderson

NV

89014-8909

NAME

TITLE(S)

Cynthia Cardenas

DIRECTOR

ADDRESS

CITY

ST

ZIP

375 N. Stephanie St. - Suite 1411, USA

Henderson

NV

89014-8909

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 390.780 and acknowledge that pursuant to NRS 239.390 it is a category C entity to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Signature of Officer Richard Price

Title Director

Date 5/4/2009 2:10:39 PM

Nevada Secretary of State Form INITIAL LIST-OFFICERS 07/08
 Replaces Form 503

A. App.1959

(PROFIT) INITIAL LIST OF OFFICIALS, DIRECTORS AND REGISTERED AGENT OF

A. App.1960

C4 WORLDWIDE, INC

E0232062009-9

NAME		TITLE(S)	
DR Rawson		DIRECTOR	
ADDRESS		CITY	ST ZIP
375 N. Stephanie St. - Suite 1411 , USA		Henderson	NV 89014-8909
NAME		TITLE(S)	
Richard Price		DIRECTOR	
ADDRESS		CITY	ST ZIP
375 N. Stephanie St. - Suite 1411 , USA		Henderson	NV 89014-8909
NAME		TITLE(S)	
Margaret Rawson		DIRECTOR	
ADDRESS		CITY	ST ZIP
375 N. Stephanie St. - Suite 1411 , USA		Henderson	NV 89014-8909
NAME		TITLE(S)	
ADDRESS		CITY	ST ZIP
NAME		TITLE(S)	
ADDRESS		CITY	ST ZIP
NAME		TITLE(S)	
ADDRESS		CITY	ST ZIP
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ADDRESS		CITY	ST ZIP
NAME		TITLE(S)	
ADDRESS		CITY	ST ZIP
NAME		TITLE(S)	
ADDRESS		CITY	ST ZIP

A. App.1960

A. App.1961

EXHIBIT 13

EXHIBIT 13

A. App.1961

A. App.1962

(PROFIT) ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT AND STATE BUSINESS LICENSE APPLICATION OF:

FILE NUMBER

C4 WORLDWIDE, INC

E0232062009-9

NAME OF CORPORATION

FOR THE FILING PERIOD OF

4/2010

TO

4/2011

****YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov****

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

INCRP SERVICES, INC. (Commercial Registered Agent)
 375 N STEPHANIE ST STE 1411
 HENDERSON, NV 89014-8909 USA

A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.nvsos.gov

Filed in the office of

Ross Miller
 Secretary of State
 State of Nevada

Document Number

20100274885-17

Filing Date and Time

04/28/2010 6:52 PM

Entity Number

E0232062009-9

110301

USE BLACK INK ONLY - DO NOT HIGHLIGHT

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)**IMPORTANT: Read instructions before completing and returning this form.**

1. Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional officers, attach a list of them to this form.
3. Return the complete form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5706.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

CHECK ONLY IF APPLICABLE

- ☐ Pursuant to NRS, this corporation is exempt from the business license fee. Exemption code:
- ☒ Month and year your State Business License expires:
- ☐ This corporation is a publicly traded corporation. The Central Index Key number is:
- ☐ This publicly traded corporation is not required to have a Central Index Key number.

Section 7(2) Exemption Codes

- 001 - Governmental Entity
 002 - 501(c) Nonprofit Entity
 003 - Home-based Business
 004 - Natural Person with 4 or less rental dwelling units
 005 - Motion Picture Company
 006 - NRS 680B.020 Insurance Co.

NAME DR Rawson		TITLE(S) PRESIDENT (OR EQUIVALENT OF)	
ADDRESS 375 N. Stephanie St. - Suite 1411, USA	CITY Henderson	STATE NV	ZIP CODE 89014-8909
NAME Richard Price		TITLE(S) SECRETARY (OR EQUIVALENT OF)	
ADDRESS 375 N. Stephanie St. - Suite 1411, USA	CITY Henderson	STATE NV	ZIP CODE 89014-8909
NAME Margaret Rawson		TITLE(S) TREASURER (OR EQUIVALENT OF)	
ADDRESS 375 N. Stephanie St. - Suite 1411, USA	CITY Henderson	STATE NV	ZIP CODE 89014-8909
NAME DR Rawson		TITLE(S) DIRECTOR	
ADDRESS 375 N. Stephanie St. - Suite 1411, USA	CITY Henderson	STATE NV	ZIP CODE 89014-8909

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of chapters 6 to 18 of AB 146 of the 2009 session of the Nevada Legislature and acknowledge that pursuant to NRS 239.530, it is a category C filer to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

DR Rawson

X

Title

President

Date

4/26/2010 6:53:31 PM

Signature of Officer

Nevada Secretary of State Annual List Profit
 Revised: 8-5-09

A. App.1962

(PROFIT) ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENTS OF

A. App.1963

C4 WORLDWIDE, INC

E0232062009-9

NAME		TITLE(S)	
Richard Price		DIRECTOR	
ADDRESS	CITY	ST	ZIP
375 N. Stephanie St. - Suite 1411 , USA	Henderson	NV	89014-8909
NAME		TITLE(S)	
Margaret Rawson		DIRECTOR	
ADDRESS	CITY	ST	ZIP
375 N. Stephanie St. - Suite 1411 , USA	Henderson	NV	89014-8909
NAME		TITLE(S)	
DR Rawson		DIRECTOR	
ADDRESS	CITY	ST	ZIP
375 N. Stephanie St. - Suite 1411 , USA	Henderson	NV	89014-8909
NAME		TITLE(S)	
ADDRESS	CITY	ST	ZIP
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ADDRESS	CITY	ST	ZIP
NAME		TITLE(S)	
ADDRESS	CITY	ST	ZIP
NAME		TITLE(S)	
ADDRESS	CITY	ST	ZIP

A. App.1963

A. App.1964

(PROFIT) ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT AND STATE BUSINESS LICENSE APPLICATION OF:

FILE NUMBER

C4 WORLDWIDE, INC
NAME OF CORPORATION

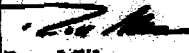
E0232062009-9

FOR THE FILING PERIOD OF 4/2011 TO 4/2012

****YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov****

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

INCPOR SERVICES, INC. (Commercial Registered Agent)
2360 CORPORATE CIRCLE STE 400
HENDERSON, NV 89074-7722 USAA FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.nvsos.gov

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20110306848-73 Filing Date and Time 04/28/2011 7:24 AM Entry Number E0232062009-9
--	---

110301

USE BLACK INK ONLY - DO NOT HIGHLIGHT

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)**IMPORTANT: Read instructions before completing and returning this form.**

- Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional officers, attach a list of them to this form.
- Return the complete form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

CHECK ONLY IF APPLICABLE

- ☒ Pursuant to NRS, this corporation is exempt from the business license fee. Exemption code: **003**
- ☐ Month and year your State Business License expires: 20
- ☐ This corporation is a publicly traded corporation. The Central Index Key number is:
- ☐ This publicly traded corporation is not required to have a Central Index Key number.

Section 712b Exemption Codes

- 001 - Governmental Entity
002 - 501(c) Nonprofit Entity
003 - Home-based Business
004 - Natural Person with 4 or less rental dwelling units
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME JOE BAKER	TITLE(S) PRESIDENT (OR EQUIVALENT OF)		
ADDRESS 2360 CORPORATE CIRCLE - SUITE 400	CITY HENDERSON	STATE NV	ZIP CODE 89074-7722
NAME RICHARD PRICE	TITLE(S) SECRETARY (OR EQUIVALENT OF)		
ADDRESS 2360 CORPORATE CIRCLE - SUITE 400	CITY HENDERSON	STATE NV	ZIP CODE 89074-7722
NAME MARGARET RAWSON	TITLE(S) TREASURER (OR EQUIVALENT OF)		
ADDRESS 2360 CORPORATE CIRCLE - SUITE 400	CITY HENDERSON	STATE NV	ZIP CODE 89074-7722
NAME DR RAWSON	TITLE(S) DIRECTOR		
ADDRESS 2360 CORPORATE CIRCLE - SUITE 400	CITY HENDERSON	STATE NV	ZIP CODE 89074-7722

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of sections 9 to 18 of AB 146 of the 2009 session of the Nevada Legislature and acknowledge that pursuant to NRS 236.330, it is a category C filer and is knowingly after any fees or forged instrument for filing in the Office of the Secretary of State.

JOE BAKER

X

Signature of Officer

Title
PRESIDENT

Date
4/26/2011 7:24:01 AM

Nevada Secretary of State Annual List Profit
Revised: 8-5-09

A. App.1964

(PROFIT) ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT OF

A. App. 1965

C4 WORLDWIDE, INC

E0232062000-9

NAME	TITLE(S)		
RICHARD PRICE	DIRECTOR		
ADDRESS	CITY	ST	ZIP
2360 CORPORATE CIRCLE - SUITE 400	HENDERSON	NV	89074-7722
NAME	TITLE(S)		
MARGARET RAWSON	DIRECTOR		
ADDRESS	CITY	ST	ZIP
2360 CORPORATE CIRCLE - SUITE 400	HENDERSON	NV	89074-7722
NAME	TITLE(S)		
ADDRESS	CITY	ST	ZIP
NAME	TITLE(S)		
ADDRESS	CITY	ST	ZIP
NAME	TITLE(S)		
ADDRESS	CITY	ST	ZIP
NAME	TITLE(S)		
ADDRESS	CITY	ST	ZIP
NAME	TITLE(S)		
ADDRESS	CITY	ST	ZIP
NAME	TITLE(S)		
ADDRESS	CITY	ST	ZIP
NAME	TITLE(S)		
ADDRESS	CITY	ST	ZIP

A. App. 1965

A. App.1966

(PROFIT) ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT AND STATE BUSINESS LICENSE APPLICATION OF:

FILE NUMBER

C4 WORLDWIDE, INC

E0232062009-9

NAME OF CORPORATION

FOR THE FILING PERIOD OF 4/2012 TO 4/2013

****YOU MAY FILE THIS FORM ONLINE AT www.rvsos.gov****

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

INCORP SERVICES, INC. (Commercial Registered Agent)
 2360 CORPORATE CIRCLE STE 400
 HENDERSON, NV 89074-7722 USA

A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.rvsos.gov

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20120344546-41 Filing Date and Time 05/15/2012 10:01 PM Entity Number E0232062009-9
--	---

110101

USE BLACK INK ONLY - DO NOT HIGHLIGHT

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)**IMPORTANT: Read instructions before completing and returning this form.**

1. Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign this form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional officers, attach a list of them to this form.
3. Return the complete form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$5.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

CHECK ONLY IF APPLICABLE

- ☐ Pursuant to NRS, this corporation is exempt from the business license fee. Exemption code:
- ☐ Month and year your State Business License expires: 20
- ☐ This corporation is a publicly traded corporation. The Central Index Key number is:
- ☐ This publicly traded corporation is not required to have a Central Index Key number.

Section 7(2) Exemption Codes

- 001 - Governmental Entity
 002 - 501(c) Nonprofit Entity
 003 - Home-based Business
 004 - Natural Person with 4 or less rental dwelling units
 005 - Motion Picture Company
 006 - NRS 680B.020 Insurance Co.

NAME JOE BAKER		TITLE(S) PRESIDENT (OR EQUIVALENT OF)	
ADDRESS 2360 CORPORATE CIRCLE - SUITE 400	CITY HENDERSON	STATE NV	ZIP CODE 89074-7722
NAME RICHARD PRICE		TITLE(S) SECRETARY (OR EQUIVALENT OF)	
ADDRESS 2360 CORPORATE CIRCLE - SUITE 400	CITY HENDERSON	STATE NV	ZIP CODE 89074-7722
NAME MARGARET RAWSON		TITLE(S) TREASURER (OR EQUIVALENT OF)	
ADDRESS 2360 CORPORATE CIRCLE - SUITE 400	CITY HENDERSON	STATE NV	ZIP CODE 89074-7722
NAME DR RAWSON		TITLE(S) DIRECTOR	
ADDRESS 2360 CORPORATE CIRCLE - SUITE 400	CITY HENDERSON	STATE NV	ZIP CODE 89074-7722

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of sections 9 to 18 of AB 146 of the 2009 session of the Nevada Legislature and acknowledge that pursuant to NRS 238.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

DR RAWSON
X

Title
DIRECTOR

Date
5/15/2012 10:02:57 PM

Signature of Officer

Nevada Secretary of State Annual List Profit
 Revised: 8-5-09

A. App.1966

(PROFIT) ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENTS OF

A. App. 1967

C4 WORLDWIDE, INC

E0232062000-0

NAME		TITLE(S)	
RICHARD PRICE		DIRECTOR	
ADDRESS	CITY	ST	ZIP
2360 CORPORATE CIRCLE - SUITE 400	HENDERSON	NV	89074-7722
NAME		TITLE(S)	
MARGARET RAWSON		DIRECTOR	
ADDRESS	CITY	ST	ZIP
2360 CORPORATE CIRCLE - SUITE 400	HENDERSON	NV	89074-7722
NAME		TITLE(S)	
ADDRESS	CITY	ST	ZIP
NAME		TITLE(S)	
ADDRESS	CITY	ST	ZIP
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NAME		TITLE(S)	
ADDRESS	CITY	ST	ZIP
NAME		TITLE(S)	
ADDRESS	CITY	ST	ZIP

A. App. 1967

A. App.1968

EXHIBIT 14

EXHIBIT 14

A. App.1968

1 Case No. 11-CV-0296

2 Dept. II

3 This document does not contain
4 personal information of any person.

5
6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

8
9 PEGGY CAIN, an individual; JEFFREY CAIN, an
10 individual; and HELI OPS INTERNATIONAL, LLC
an Oregon limited liability company,

11 Plaintiffs,

12 v.

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

16
17 Defendants.

**DEFENDANTS' ANSWERS TO
PLAINTIFFS' SECOND SET OF
INTERROGATORIES**

18
19 COMES NOW, Defendant, C4 WORLDWIDE, INC., by and through its attorney, Kelly R.
20 Chase, and hereby provides its answers to the Interrogatories propounded to Defendants by Plaintiff.

21
22 **GENERAL OBJECTION AND CAVEAT:** Objection is made to the "Preliminary Definitions
23 and Instructions" included with the interrogatories to the extent the same exceed the requirements of
24 NRCP 33. Further objection is made to the interrogatories on the basis that the Respondent has not had
25 an opportunity to conduct discovery and may not have all information to fully and accurately respond.
26 Respondent claimant reserves the right to supplement these responses as additional information is
27 received. These objections are incorporated into and made as to each and every interrogatory response
28 herein.

1 **INTERROGATORY NO. 9:** Describe the time, method, and manner in which any interest in
2 the CMOs held in Pension Financial Services Account No. 11320769 was transferred to Golden Summit.
3 Your answer should include a description of any agreements with Golden Summit and the terms thereof.
4 any instructions given to Pension Financial Services (and who gave the instructions); the dates and
5 amounts of any payments received; and the account(s) to which any payments were deposited; and a
6 description of how many payments were disbursed. Identify all documents that support your answer.

7
8 **RESPONSE NO 9:** We have NO knowledge of this taking place. We were apprised
9 of the fact when we asked for them from Pension in a telephone call with View Point Securities where
10 the CMOs were placed.

11
12 **INTERROGATORY NO. 10:** Describe any transactions involving Collateralized Mortgage
13 Obligations with which C4 or any other named Defendants were involved prior to 29 November 2009.
14 Identify the nature of the transaction and dates and parties involved. Identify all documents that support
15 your answer.

16 **RESPONSE NO. 10:** None

17
18 DATED this 30th day of July, 2012.

19
20 
21 KELLY R. CHASE, ESQ.
22 Nevada Bar #937
23 P.O. Box 2800
24 Minden NV 89423
25 (775) 782-3099
26 Attorney for Defendants
27
28

VERIFICATION

Under penalty of perjury of the State of Nevada, the undersigned declares that I have read the foregoing **DEFENDANTS' ANSWERS TO PLAINTIFFS' SECOND SET OF INTERROGATORIES** and know the contents thereof; that the same is true of my own knowledge, save and except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.


D.K. Rawson

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CERTIFICATE OF SERVICE

I declare that I am an employee of the Law Office of Kelly R. Chase, over the age of 18 years, am not a party to the within action, and am a citizen of the United States.

That on the 30th day of July, 2012, I served the document entitled "**DEFENDANTS' ANSWERS TO PLAINTIFFS' SECOND SET OF INTERROGATORIES**" by the following means:

☒ [X] Placing a true and correct copy of said document in the United States mail, with First Class postage fully prepaid thereon, at Minden, Nevada, addressed as follows:

Michael L. Matuska, Esq
Matuska Law Offices, Ltd
937 Mica Drive Ste 16A
Carson City, NV 89705

☐ [] Faxing a true and correct copy of said document to the following person and number:

☐ [] Hand delivering a true and correct copy of said document to the following address:

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is made at Minden, Nevada.

DATED this 30th day of July, 2012.


Heather Lewis

A. App.1973

EXHIBIT 15

EXHIBIT 15

A. App.1973

From: "DR Rawson, Chairman & CEO of C4 WorldWide, Inc." <DRawson@CAWW.com> 1974
To: "Joe Baker" <JBaker@C4WW.com>
"Richard Price" <rprice@c4ww.com>
"John Hayner" <jhayner@c4ww.com>
"Executive Liaison, C4 WorldWide" <EL@c4ww.com>
"Jeffery Edwards" <jedwards@c4ww.com>
Date: 11/29/2009 7:46:44 AM
Subject: Heli-Ops, hopefully our new client
Attachments: C4 WW Cover Letter.pdf
JV_Agreement_11-29-09.pdf

Everyone, a few minutes ago I sent what we hope will be the final copy of the attached documents. You'll notice that I've not included the Securities House Application. I'm sorry, that even too transparent for me. Here are the other documents. I'm sure you'll have a lot of questions, but let's wait until the deal closes before we get into to many of them. I'd like not to have to tell the story over and over, if possible. Let's make sure the client does put their money in our Wells Fargo account on Monday as promised.

Richard, as soon as it hits, you and I will have to start making disbursements to the Securities House first, a new general joint account with Heli-Ops so that we have a place to deposit some of their funds. We'll also want to take care of some of the extreme needs of our C4 people. It looks as though December and even January are going to be FANTASTIC months for us.

Warm regards,



Information from ESET NOD32 Antivirus, version of virus signature database 4646 (20091129)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

From: "DR Rawson, Chairman & CEO of C4 WorldWide, Inc." <DRRawson@C4WW.com> pp.1975
To: "Richard Price" <rprice@c4ww.com>
Date: 11/29/2009 12:00:13 PM
Subject: RE: Heli-Ops, hopefully our new client

It should be December 30, 2009



From: bevo65@gmail.com [mailto:bevo65@gmail.com] **On Behalf Of**
Richard Price
Sent: Sunday, November 29, 2009 9:21 AM
To: DR Rawson, Chairman & CEO of C4 WorldWide, Inc.
Subject: Re: Heli-Ops, hopefully our new client

DR,

In Exhibit C, you say the repayment will be on Nov 30, 2009 . Is that correct or should it
be 2010 . How do we get
money one day and pay it back the next?

Richard

Information from ESET NOD32 Antivirus, version of virus signature database 4647 (20091129)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

EXHIBIT 3

EXHIBIT 3

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

-000-

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

Plaintiffs,

Case No. 11-CV-0296

vs.

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

MICKEY SHACKELFORD

Tuesday, August 11, 2015

Carson City, Nevada

Reported by: Lesley A. Clarkson, CCR #182

Job No. 258106-A

Shackelford - 8/11/2015

Page 14

- 1 Q How long have you known Richard Price?
- 2 A 1965.
- 3 Q How did you get to know him in 1965?
- 4 A He started at Texaco when I started.
- 5 Q I'm sorry, what year did you give me when you two
6 started at Texaco?
- 7 A 1965.
- 8 Q What was his job at Texaco at that time?
- 9 A He was an accountant in one of the accounting gas
10 groups.
- 11 Q And how did, how did it progress that you became
12 involved with C4?
- 13 A He had, he called me and asked if I would be interested
14 in talking to them about a position or a directorship at C4.
- 15 Q Do you recall when Richard Price called you?
- 16 A It was in 2007. January 2007.
- 17 Q And you said he asked you if you were interested in
18 talking to them. Who was --
- 19 A DR. He said would you talk to DR Rawson.
- 20 Q Did he tell you who DR Rawson was?
- 21 A Did I know who he was?
- 22 Q What did Richard Price say about DR Rawson?
- 23 A Oh. That he was the chairman/CEO of C4.
- 24 Q Was C4 incorporated at that time?
- 25 A Yes.

LITIGATION SERVICES
800.330.1112

Shackelford - 8/11/2015

Page 16

1 believe.

2 Q Okay. Do you know when it was incorporated?

3 A No. I don't know.

4 Q Was it after --

5 A I don't recall.

6 Q Was it after you became involved with C4?

7 A No. It was before.

8 Q Do you know if C4 had made a subchapter S election?

9 A They had before I came.

10 Q Okay. Do you know if C4 ever qualified as a 501(c)(3)
11 corporation?

12 A Yes. I know that, actually I was involved in that
13 process that they were trying to, they were wanting to set up a
14 501(c)(3) to be used in regard to their goal of humanitarian
15 projects. And I worked with DR Rawson in that regard, because
16 there's one area there that they needed, I needed his knowledge,
17 which is projection of revenues and expenses for this entity, for
18 the 501(c)(3). They were required to do a five-year projection.

19 Q When did you make the application for the 501(c)(3)
20 status?

21 MR. FORSBERG: Objection. I don't think he testified
22 that they made an application.

23 THE WITNESS: I don't know if they made the application
24 or not. I just, I started filling out the form that you fill,
25 which is like a 26-page application. We had already set up

LITIGATION SERVICES
800.330.1112

Shackelford - 8/11/2015

Page 17

1 something in Nevada as a nonprofit type entity. And then the
2 federal was that one form. And I can't recall, I can't recall
3 the year.

4 MR. FORSBERG: Let's just, I don't remember what the
5 question was, but just answer the question more directly if you
6 would, please. Because I can't even remember what the question
7 was at this point.

8 BY MR. MATUSKA:

9 Q Did C4 ever achieve its 501(c)(3) status?

10 A I don't know.

11 Q You started the paperwork, and you don't know if it
12 ever was submitted or approved?

13 A That is correct.

14 Q Then you started to talk about incorporation in Nevada.
15 Is C4 Nevada a Nevada nonprofit corporation?

16 A C4 is not a nonprofit corporation. They had an entity
17 set up, I don't know, I cannot remember the name of that entity,
18 for the purpose of being a 501(c)(3).

19 Q And that entity was set up in Nevada?

20 A Yes.

21 Q So does that mean there are two C4 corporations in
22 Nevada?

23 A Should be. Should be.

24 Q Okay.

25 MR. FORSBERG: Can we take a break, please? I just

LITIGATION SERVICES
800.330.1112

Shackelford - 8/11/2015

Page 19

1 Q What was your understanding about whether you were
2 supposed to receive compensation for your role in C4?

3 A I think -- actually, I don't really recall any
4 conversation on compensation.

5 Q What was your expectation? Was this gratuitous? Was
6 this charitable activity on your part?

7 A No, it was not.

8 Q Did you ever have a conversation with anybody involved
9 with C4 about compensation?

10 A No.

11 Q Did C4 ever have revenues?

12 A I don't recall whether they actually had revenues.

13 Q Did you ever meet DR Rawson personally?

14 A Yes.

15 Q When?

16 A In 2008.

17 Q Where was that meeting?

18 A Chicago.

19 Q Who was present for that?

20 A Just he and I.

21 Q What were the circumstances that led you to meet up
22 with DR Rawson in Chicago in 2008?

23 A We went to India.

24 Q Travel?

25 A Yes.

LITIGATION SERVICES
800.330.1112

Shackelford - 8/11/2015

Page 20

1 Q Okay. Did you take your wives?

2 A No.

3 Q What was the purpose of the trip to India?

4 A We were to meet with some individuals there and discuss
5 the same type of arrangements.

6 Q So you said you met him in Chicago. But did you
7 actually travel with him to India?

8 A Yes.

9 Q How much time did you spend in India with DR Rawson?

10 A Two weeks.

11 Q What projects did you look at in India?

12 A There were just individuals that, one was trying to
13 start like a flight school over there. Others were just general
14 business. I can't recall all the facts.

15 Q Have you met face to face with DR Rawson at any other
16 times?

17 A I had only seen him once. It was once personally.
18 Well, let me retract that. We had annual meetings that we would
19 go to that it would be the five or six of us, or four.

20 Q Were those annual meetings, did you meet in person, or
21 were those conducted over the phone?

22 A We met personally, yeah, in person.

23 Q So was there an annual meeting in 2007?

24 A I don't recall. I would say yeah.

25 Q Let's try this. Did you meet at the same place for

LITIGATION SERVICES
800.330.1112

Shackelford - 8/11/2015

Page 21

1 these annual meetings?

2 A Seemed to be in Austin.

3 Q Okay. How many annual meetings do you think took place
4 in Austin?

5 A Two or three.

6 Q And who attended the annual meetings?

7 A DR, Richard, Joe, of course myself.

8 Q Anyone else?

9 A I think Jeff Edwards was, and maybe, and it could have
10 been Mike Kavanagh.

11 MR. FORSBERG: Don't speculate. Okay? I mean if you
12 don't remember, just say you don't remember.

13 THE WITNESS: Okay. I don't remember.

14 BY MR. MATUSKA:

15 Q What was Jeff Edwards' role with C4?

16 A Just working on different projects.

17 Q What about Mike Kavanagh, what was his role?

18 A Same thing. Working on different projects.

19 Q Did C4 appoint or nominate a secretary for the annual
20 meetings to record meeting minutes?

21 A Yes.

22 Q Who recorded the meeting minutes?

23 A Richard Price.

24 Q Have you ever seen the meeting minutes?

25 A Yes.

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1 Q Maybe there's even a separate form to identify the
2 person doing the filing. Is that correct?

3 A Yes.

4 Q Who actually did the filing for C4?

5 A Richard Price.

6 Q Did C4 ever pay any salaries?

7 A There were no W-2s that were sent out.

8 Q Did C4 have bank accounts?

9 A Yes.

10 Q Who were the authorized signers on the bank accounts?

11 MR. JOHNSON: Objection. Vague. Doesn't identify
12 which bank accounts.

13 THE WITNESS: I don't know for sure.

14 BY MR. MATUSKA:

15 Q Did C4 have a website?

16 A Yes.

17 Q Did you ever see the website?

18 A Yes.

19 Q When did you first see the website?

20 A 2008 or so. 2009.

21 Q Was the Leverage-Up memo on the website then?

22 A The what?

23 Q The Leverage-Up memo? Does that sound familiar to you?

24 A No, it does not.

25 Q Do you know what the Leverage-Up program was that C4

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1 Q Were the, before this joint venture agreement with the
2 Cains, was the -- do you know what CMOs are?

3 A Yes.

4 Q What are they?

5 A Collateralized mortgage obligations. Basically almost
6 like foreclosed mortgages. But mortgages that are --

7 Q And was the topic of CMOs discussed at all at the C4
8 board level before the joint venture agreement with the Cains?

9 A Yes.

10 Q What do you recall being discussed about the CMOs?
11 MR. FORSBERG: Objection. With whom? Vague. It's a
12 vague question.

13 BY MR. MATUSKA:

14 Q Still with the C4 board. What was discussed about the
15 CMOs?

16 A That they, that it was a good program to be involved
17 in.

18 Q Who first brought that topic up to the board?

19 A DR.

20 Q Do you recall what he said about how CMO investments
21 would work?

22 A No, I don't.

23 Q Do you know if DR Rawson had any background in CMO
24 investments?

25 A No, I don't.

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1 him if he knows when the JVA agreement was executed or what he
2 knows about it, so, and it lacks foundation.

3 BY MR. MATUSKA:

4 Q Do you remember the question?

5 A Yes.

6 Q Okay. Do you need the question again?

7 A Yes.

8 Q Before the joint venture agreement with the Cains, how
9 many times was the topic of CMOs discussed at the C4 board level?

10 A I do not know that answer.

11 Q More than once?

12 A Yes.

13 Q Where was C4 going to get the funds to invest in the
14 CMOs? Was that issue discussed at the board level?

15 MR. FORSBERG: I'm going to object to again, it's
16 vague, "at the board level." Are you talking about at a formal
17 board meeting, or just among the board of directors or
18 informally?

19 MR. MATUSKA: At all.

20 MR. JOHNSON: Also vague as to time.

21 BY MR. MATUSKA:

22 Q Was there any discussion among the C4 board of
23 directors about where C4 would get the money for a CMO investment
24 program?

25 MR. JOHNSON: Same objection.

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1 A Yes.

2 Q Did you ever speak to any of his so-called connections?

3 A I don't recall if I did.

4 Q What information did DR, did he ever provide you with
5 any written information about the CMO program?

6 A Don't recall.

7 Q When did you learn that DR Rawson was working on a loan
8 arrangement with the Cains?

9 A I was not aware until I think in December of 2010, I
10 think. Unless it was '09.

11 Q How did you become aware?

12 A I think, I mean -- I don't recall. I don't recall.

13 Q But you knew that DR Rawson or C4 was looking for
14 investors before that time, right?

15 A Yes.

16 Q But did he tell you after the fact that he had actually,
17 signed the Cains up?

18 A Yes.

19 Q Is that what you are trying to explain to me?

20 A Yes.

21 Q And you can't recall exactly when DR told you he got
22 the Cains signed up?

23 A Yes.

24 Q What did he tell you about -- well, how did he inform
25 you that he had the Cains lined up to make a million dollar loan?

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1 MR. JOHNSON: Objection, misstates facts in evidence.

2 THE WITNESS: I don't know if he said -- I don't recall

3 whether it was, what the method of communication was.

4 BY MR. MATUSKA:

5 Q Did he send you a copy of the joint venture agreement
6 with the Cains?

7 A I don't, I don't recall ever having seen that joint
8 venture agreement.

9 Q Okay. Did you ever tell Rawson that you disapproved of
10 the joint venture agreement with the Cains?

11 A I never saw it, so I don't --

12 Q Right. But he told you that he had signed the Cains up
13 for a loan, right?

14 A Yes.

15 Q Okay. Did you ever tell Rawson that he should not have
16 done that?

17 A Done what?

18 Q Done a deal with the Cains.

19 A No.

20 Q Mr. Shackelford, I'm handing you the exhibit binder.
21 Let me show you what has been previously marked as Exhibit 12.
22 Do you have that in front of you?

23 A Yes.

24 Q Can you tell me, do you see the first entry there at
25 the bottom, transaction history, date 12/1, WT, which I

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1 understand stands for wire transfer?

2 MR. FORSBERG: Well, there's no foundation for asking
3 him any questions about this document at this time, so I object.

4 BY MR. MATUSKA:

5 Q DR Rawson, \$125,000. Do you see that?

6 A Yes.

7 Q Do you know why DR Rawson was wire transferred \$125,000.
8 from C4's bank account on December 1 of 2009?

9 A No.

10 Q Do you know where that money came from?

11 A No. I don't know for sure.

12 Q Did you authorize that payment?

13 A No.

14 Q Do you know if the C4 board of directors authorized
15 that payment?

16 A No. I know they did not.

17 Q Okay. Could you think of a legitimate purpose of why
18 DR Rawson would be getting \$125,000 out of the C4 bank account?

19 MR. FORSBERG: Objection. You are asking him to
20 speculate.

21 BY MR. MATUSKA:

22 Q Answer, please.

23 A No.

24 Q You don't know where that money came from?

25 MR. FORSBERG: Asked and answered.

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1 THE WITNESS: No, I don't know where it came from.
2 BY MR. MATUSKA:
3 Q And C4 never had any revenues, right?
4 A Correct.
5 Q Did the C4 board of directors ever review any financial
6 information about the company?
7 A About C4?
8 Q Yeah. Income, expenses, revenues, assets, what not?
9 A Well, there really wasn't any revenues.
10 Q Right.
11 A And so the expenses were basically the board of
12 directors making payments for expenses themselves on behalf of,
13 you know, of C4.
14 Q How much money do you think you spent on C4?
15 A I gave DR \$12,500 in May of 2007. I gave him between
16 two, three thousand more on trips that he made, business trips, I
17 put, I wire transferred him to his bank account so he could use.
18 Another payment of 2,500 for medical treatment of his daughter
19 who was working for C4.
20 Q Okay. What was the daughter's name?
21 A I don't know.
22 MR. FORSBERG: Was that the end of your answer --
23 THE WITNESS: Yes.
24 MR. FORSBERG: -- to the previous question?
25 THE WITNESS: Yes.

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1 BY MR. MATUSKA:

2 Q Were there other payments? Were there other expenses
3 that you incurred on behalf of C4? You just identified 12,500
4 May of 2007, another two to three thousand on trips for DR, and
5 then another 2,500 for medical treatment for his daughter. Is
6 that right?

7 A Yes.

8 Q Were there any other expenses that you incurred on
9 behalf of C4?

10 A I don't recall any other.

11 Q So that's something in the neighborhood of \$17,500.
12 Does that sound about right?

13 A Yeah.

14 Q What was Katie doing for C4? Was that the daughter's
15 name, Katie Rawson?

16 A I don't recall that. But she was doing web, the
17 website stuff. The C4 website.

18 Q Well, how were the payments to her recorded or
19 reported?

20 MR. FORSBERG: Well, objection. I haven't heard any
21 question about payments to her. There's been no testimony about
22 payments to her. So.

23 MR. MATUSKA: There just was --

24 MR. FORSBERG: You are stating a fact that's not in
25 evidence.

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1 BY MR. MATUSKA:

2 Q You just said that you gave DR \$2,500 for his daughter
3 who was performing some work for C4. Right?

4 A Well, I didn't say, I said I gave that for medical
5 attention that she needed, not as a salary.

6 Q Okay. But was that a loan to DR Rawson or Katie
7 Rawson, or was it an expense on behalf of C4?

8 A Well, I considered it an expense on behalf of C4,
9 because she worked for C4.

10 Q My question was, how were these expenses reported?

11 A I don't know how they were recorded, you know.

12 Q On the tax returns, did C4 report losses?

13 A I think they had losses, yes.

14 Q Okay.

15 A I don't know if any of these particular items were in
16 that amounts that were reported.

17 Q Okay. But anyway, you mentioned about \$17,500,
18 including the payment for Katie Rawson that you consider an
19 expense. That's about \$17,500 worth of expenses that you
20 incurred on behalf of C4; is that correct?

21 A Yes.

22 Q Why don't you look back at Exhibit 12, please. Same
23 page. Let's look at page 1 still. The very bottom of page 1.
24 Do you see the second entry? Withdrawal made in a branch store,
25 \$100,000?

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1 A Yes.

2 Q Do you know what that was for?

3 A No.

4 Q Turn the page, please. Next entry, \$45,000 to Goodwin
5 and Edwards. Do you see that?

6 A Yes.

7 Q Do you know what that payment was for?

8 A No.

9 Q Did you authorize that payment?

10 A No.

11 Q Can you think of any legitimate reason why Edwards
12 would have been paid \$45,000 on December 1 of 2009?

13 A No.

14 Q Let me look at the next entry. Mike Kavanagh, \$15,000.
15 Do you see that?

16 A Yes.

17 Q Do you know why he was paid \$15,000 on December 1?

18 A No.

19 Q Next entry. Another \$12,000 to ER Rawson. Do you know
20 why he was paid \$12,000 on December 1?

21 A No.

22 Q Do you see the next entry? \$12,000 to Mickey
23 Shackelford. Did you actually receive \$12,000 on December 1?

24 A Yes.

25 Q What was that for?

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1 A The loan, 12 -- well, that \$12,500, or 12,000 of it was
2 for part of those payments.

3 Q Well, did Rawson loan C4 \$125,000?

4 A No. Not that I'm aware of.

5 Q Was the money that, were these advances you made, were
6 those expenses, or was that a loan? How was it treated? I mean
7 you are an accountant, and you know that you have to report this
8 somehow, right?

9 A Well, the 12,500 that I first gave to him in May of
10 2007 was to cover computer equipment, printer, software, and
11 operating needs that he was wanting.

12 Q But -- okay. So were you treating that as a loan to
13 C4?

14 A I treated that, yeah, I did a loan agreement with DR
15 for C4.

16 Q Okay. Where did you think that C4 got the money to
17 repay that \$12,000?

18 A Well, out of the million that they are showing here.

19 Q Do you know where the million came from?

20 MR. FORSEBERG: He already answered that question.
21 That's asked and answered.

22 BY MR. MATUSKA:

23 Q Do you know where the million came from?

24 A Not specifically. I'm assuming the Cains.

25 Q But you learned that, did you learn that later, or did

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1 what was going to, about how the dividends were going to be
2 distributed?

3 A I recall no discussion on the dividends.

4 Q What did you do to monitor the CMO investment and make
5 sure that it went according to plan?

6 A Well, my position was not related to overseeing the
7 CMOs.

8 Q You were a member of the board of directors, correct?

9 A Well, the board of directors are not required to
10 overlook every single transaction that happens. They are not
11 responsible for that.

12 Q Well, how many transactions did C4 have?

13 A I don't know. But it is not their responsibility to
14 oversee every transaction.

15 Q Can you think of any transactions that C4 had other
16 than the transaction with the Cains?

17 MR. JOHNSON: Objection. Misstates facts in evidence.

18 THE WITNESS: There were other transactions, yes. I
19 think there --

20 BY MR. MATUSKA:

21 Q What other transactions?

22 A Well, when you say transactions, are you talking about
23 where money came out, or just transactions period?

24 Q I'm following, you used the word transactions. I asked
25 you, sir, what you did to monitor the CMO investment with the

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1 Cains and make sure that it went according to plan.

2 MR. FORSBERG: Did you do anything?

3 THE WITNESS: I did not do anything.

4 MR. MATUSKA: I don't have any further questions.

5 MR. FORSBERG: No questions.

6 (10:15 a.m., deposition concluded.)

7 -ooo-

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A. App.1874

EXHIBIT 4

EXHIBIT 4

A. App.1874

1 IN THE NINTH JUDICIAL COURT OF THE STATE OF NEVADA
2 IN AND FOR THE COUNTY OF DOUGLAS

3
4 PEGGY CAIN, an individual; JEFFREY)
5 CAIN, an individual; and HELI OPS)
6 INTERNATIONAL, LLC., an Oregon)
7 limited liability company,)
8 Plaintiffs,)
9 v.) Case No. 11-CV-0296
10 DR RAWSON, an individual; C4)
11 WORLDWIDE, INC., a Nevada)
12 corporation; RICHARD PRICE, an)
13 individual; JOE BAKER, an)
14 individual; MICKEY SHACKELFORD, an)
15 individual; MICHAEL K. KAVANAGH,)
16 an individual; JEFFREY EDWARDS, an)
17 individual; and DOES 1 through 10,)
18 inclusive,)
19 Defendants.)

20 DEPOSITION OF DAN WITT
21 Taken on behalf of Defendants
22 May 13, 2015

23 * * *

24 BE IT REMEMBERED THAT, pursuant to notice,
25 the deposition of DAN WITT was taken before KERI M.
26 NIETH, a Certified Shorthand Reporter for Oregon,
27 on Wednesday, May 15th, 2015, commencing at the hour
28 of 3:06 PM, at Kruse Woods Corporate Park, 4800 SW
29 Meadows Road, Suite 300, Lake Oswego, Oregon.

1 Q. Right.

2 A. Yeah.

3 Q. Just before I forget, what became of that
4 transaction? The Synergy transaction.

5 A. It didn't happen.

6 The Cains put up -- or one of their entities
7 put up a loan fee in advance, and the loan was not
8 funded. It ended up in a court case, which I had to
9 testify at in Alabama.

10 Q. Right. Okay. And then what were you tasked
11 to do in connection with the C4 transaction?

12 A. Well, after Synergy looked like it wasn't
13 going to fund, but before it actually went to
14 finalization that it wasn't going to fund, we were
15 looking for other sources of funding.

16 And after looking at several sources, Kerry
17 came across the C4 transaction.

18 Q. What was your role once the C4 transaction was
19 introduced?

20 A. Just investigating and I guess evaluating
21 Mr. Rawson and what the deal was that he was offering.

22 Q. What specifically did you investigate?

23 A. Checked his background, basic -- just Internet
24 type and their website.

25 And I forget exactly how we first learned

1 about what the deal was, but after that, it was mostly
2 just investigating the people involved.

3 Q. My client is Joe Baker.

4 A. Okay.

5 Q. What investigation did you undertake relative
6 to Joe Baker?

7 A. Other than the website, and I believe we asked
8 DR about his Board of Directors in general and the size
9 of his company, that was the extent of looking into the
10 background of him.

11 Q. Of Mr. --

12 A. Of Joe, yeah.

13 Q. By the way, what did Mr. Rawson tell you as to
14 the size of his company?

15 A. Well, I think it's spelled out in an e-mail,
16 because most of that was done by e-mail.

17 And, I mean, it was in multiple countries with
18 like -- I think he said like 50 countries and a hundred
19 employees.

20 And also I remember him pointing or
21 emphasizing the quality of his Board of Directors as an
22 enticement or to enhance their image, I guess.

23 Q. Do you remember what he told you about Joe
24 Baker?

25 A. No.

1 Q. Okay. So let's go chronologically on the
2 transaction. You were introduced to Mr. Rawson.

3 How was that introduction made?

4 A. Must have been by phone initially.,

5 Q. Okay.

6 A. And once it proceeded, then Kerry and I made a
7 trip down to LA and met him in person.

8 Q. This was a meeting near an airport in LA?

9 A. They picked -- Rawson, and I believe Randall
10 Sherwood or Sherman -- I forget the name exactly -- met
11 me at the airport. And I think there was a third

12 person, which I believe was John Hayner. I'm not
13 positive. But there was three people there, I believe.

14 And then we drove from the airport to a
15 restaurant, which more people joined us.

16 Q. Let me stop you for a second.

17 So it was you and Mr. Rucker that joined those
18 two or three people?

19 A. Yeah.

20 Q. Then you went to a restaurant, and who else
21 was added to the party at the restaurant?

22 A. I don't know.

23 They probably were introduced to us, but at
24 that point mostly focused on conversation with DR and

25 Randall.

1 Q. Okay. What happened next?

2 A. Next at the restaurant or after we left the
3 restaurant?

4 I mean, we had conversation at the restaurant.

5 Q. Okay. And what was C4 telling you they could
6 do for you?

7 A. Well, I don't know of the specific

8 conversation at the restaurant, other than DR was doing
9 most of the talking and talking about housing deals that
10 they were wanting to get into with the U.S. Government.

11 I mean, that was right in the heart of the
12 recession, and so there were some, quote, bottom-fishing
13 deals there. But he wasn't necessarily promoting that
14 one to us, and we hadn't at that point got to talking
15 about the deal that involved the CMOs and the loan of
16 the million dollars.

17 Q. Oh, were you --

18 A. We --

19 Q. I'm sorry. Go ahead.

20 A. Oh. Well, we left the restaurant, and then we
21 had a meeting at a hotel, Westin or Benson or some hotel
22 that had kind of a private mezzanine area to meet in.

23 Q. Who was at that meeting?

24 A. Randall and DR and Hayner, and there was
25 another person or two. I don't know who they were.

1 I mean, I don't remember who they were. I'm
2 sure that I was introduced to them, but don't know who
3 they were.

4 Q. Okay. And was it at that point that CMOs were
5 first discussed, then?

6 A. Yeah. Then we started talking about the
7 structure of the deal and got into the -- you know, what
8 the end result was to be.

9 Q. And was it Mr. Rawson who told you what the
10 end result would be?

11 A. Yeah.

12 Q. What did he promise?

13 What was going to be the end result?

14 A. Well, it was 20 million in whatever the due
15 date of that loan was, six weeks or two months or 30
16 days, yeah.

17 Q. Did he explain how he was going to -- the
18 2 million came from a \$1 million investment, right?

19 A. No. The 20 million.

20 Q. I'm sorry.

21 A. Yeah. You said two.

22 Q. Long day.

23 A. Yeah.

24 Q. So a \$1 million investment would net
25 \$20 million in returns within 30 days or something,

1 A. Not that I recall, unless Randall interjected
2 a phone call in there.

3 I don't -- I don't recall having a significant
4 conversation, if any, with anybody else, other than a
5 conference call where there could have been multiple
6 parties on there.

7 Q. Okay. So back to the list of things that, you
8 know, gave you assurance that this was an investment,
9 worth pursuing, are there other items to add to that
10 list?

11 A. Well, there's the CMO security, but also the
12 income coming off of there.

13 Q. Right.

14 A. We expected to be able to provide a return
15 while it's being paid off, but it's only 30 days, so
16 that was a little less significant.

17 And we did inquire to DR about the size of the
18 company and the -- you know, who's running it, directors
19 included, 'cause I remember printing off a website and
20 going to websites and looking at the directors.

21 And later on ended up having conversations --
22 phone conferences with Attorney Gordon Evans and
23 Maalouf, who was one of the ones listed either as the --
24 as the corporate legal representative or as a Board of
25 Directors member.

1 the website. That's all.

2 Q. Okay. What role -- well, what role did Joe

3 Baker in his status as one of the directors of C4 play

4 in your decision to, you know, bless this transaction?

5 A. Joe, specifically none; the Board of Directors

6 as a group, quite a bit.

7 Q. How so?

8 A. Just adding credibility and assuming that

9 people are not going to put their licenses or their

10 professional standing at risk over an investment that

11 isn't going to pay off or in this case an actual loan

12 that isn't going to pay off.

13 But I was also comforted by the security

14 issue, too.

15 Q. So had the Board of Directors existed in the

16 exact same fashion except that Joe Baker was not a

17 member of it, would you have approved of this

18 transaction?

19 MR. MATUSKA: I'm going to object that it

20 calls for a hypothetical and actually can't exist in the

21 exact same fashion, because someone has to be present as

22 COO, so it's an incomplete hypothetical.

23 BY MR. JOHNSON: (Continuing)

24 Q. All right. You can answer.

25 I should tell you here, at various times or at

1 nearly constant times, there may be objections from
2 other attorneys involved in this.

3 Unless you're instructed by your attorney not
4 to answer, they'll give the objection, and it will be
5 preserved on the record, but I'm still entitled to an
6 answer.

7 MR. PARKER: Go ahead and ask the
8 question again or repeat the question.

9 MR. MATUSKA: Repeat the objection, too,
10 please.

11 (The reporter read as follows:

12 "Question: So had the Board of Directors
13 existed in the exact same fashion except that Joe Baker
14 was not a member of it, would you have approved of this
15 transaction?

16 MR. MATUSKA: I'm going to object that it
17 calls for a hypothetical and actually can't exist in the
18 exact same fashion, because someone has to be present as
19 COO, so it's an incomplete hypothetical.

20 BY MR. JOHNSON: (Continuing)

21 Q. Okay. You can answer.

22 A. I don't know.

23 I mean, I was probably looking more at their
24 backgrounds that are listed on here than I was at the
25 name, 'cause I didn't know the names.

1 So the backgrounds -- I mean, it just -- I
2 don't know.

3 Q. Okay. Well, let's ask about the backgrounds,
4 then.

5 A. Yeah.

6 Q. Had someone -- you know, without Joe Baker's
7 background, not have been involved with the C4 Board of
8 Directors, would you have gone through with this?

9 A. Yeah. If there was somebody else in there,
10 probably.

11 I mean, there's, what, six, seven guys here --
12 six plus Rawson -- with some pretty high-level
13 backgrounds, according to here.

14 But I'm not -- I wasn't necessarily looking
15 for a career focus on applications of technology. You
16 know, I'm looking for a high management level and
17 ownership and responsibility there and also their
18 standing in a professional community.

19 Q. After 30 days passed and no money was paid,
20 what role did you perform for the Cains as it pertained
21 to C4 going forward?

22 A. Tax accountant. I communicated, and I guess I
23 would have made contact with Gordon Evans -- the initial
24 introduction from Cains to Gordon Evans.

25 Q. And from that point forward, who affiliated

1 a conference call involving you and Mr. Rucker on the
2 Cain side, so to speak, and on C4's behalf were
3 Mr. Rawson and others, and it was kind of an
4 introductory type deal here.

5 Do you remember that?

6 A. No. I'm not saying it didn't happen. I don't
7 recall that, but -

8 Q. Do you ever recall being on a conference call
9 with multiple members of the C4 Board of Directors?

10 A. I remember being on a conference call with
11 multiple members of C4, but I don't know who the other
12 members were. I just know there was multiple people on
13 the call.

14 Q. All right. Have you ever met Richard Price?

15 A. No.

16 Q. Have you ever met Mickey Shackelford?

17 A. No.

18 Q. To your knowledge, have you ever had a
19 telephone conversation with Mr. Price?

20 A. Not that I recall.

21 Q. Do you recall ever having a telephone
22 conversation with Mr. Shackelford?

23 A. No.

24 Q. Do you recall doing any research into either
25 of their backgrounds as part of the work you did for the

1 Cains on this transaction?

2 A. All I remember is what's on the C4 website.

3 Possibly I could have -- like one of them's a

4 CPA, I believe. Who is it, Richard? Is he a CPA?

5 I may have -- oh, Shackelford.

6 I may have gone to a State Board site just to

7 check his licensure or something, but -- 'cause I

8 typically do that, but I can't remember specifically

9 doing it in regards to him.

10 Q. Did you ever send or receive an e-mail to --

11 or receive an e-mail from Mr. Price that was directed

12 directly from him to you? And I try to avoid the idea

13 of the CCs and all that.

14 A. Yeah, I don't think so.

15 I think if I received anything from him, it

16 would have been probably a CC.

17 Q. All right. Same question for Mr. Shackelford.

18 A. No. Or I mean, yeah, same answer.

19 Q. Right.

20 A. No.

21 Q. And so did Mr. Price, to your knowledge, ever

22 make a representation that you're aware of -- whether to

23 you or anybody else -- about the CMO investment or loan

24 that the Cains were being involved in?

25 A. Not directly to me. No.

1 Q. Did Mr. Shackelford, to your knowledge, do
2 anything like that?

3 A. No. Other than lending their credibility by
4 being on the website to the -- to C4.

5 I mean, that went a long ways to promoting
6 this deal and the corporation in general.

7 Q. Okay. So is it accurate to say that your
8 testimony is that the only influence they had on the
9 Cains or you with regard to making the loan to C4 was
10 their status as members of the board?

11 MR. MATUSKA: I'm going to object. That
12 misstates the testimony and calls for speculation about
13 Mr. Cain.

14 He answered it clearly the first time.

15 BY MR. FORSBERG: (Continuing)

16 Q. You can go ahead and answer the question, if
17 you can, Mr. Witt.

18 A. Well, I can't speak for the Cains, but that
19 was -- in my case, that's the situation.

20 Q. Okay. Are you aware of anything else at all
21 that Mr. Price or Mr. Shackelford had to do with this
22 transaction?

23 MR. MATUSKA: I'm sorry, I didn't -- I
24 think there was a breakup. I didn't hear that very
25 well.

A. App.1888

EXHIBIT 5

EXHIBIT 5

A. App.1888

Meet the Management TEAM

DR Rawson, Chairman & CEO

Mr. Rawson is a serial entrepreneur that has lead or created twenty three companies over the past 45 years. He is the founder of C4 WorldWide, Inc. and has served as its Chairman since 2006. DR is a visionary that has worked to create infrastructure to solve some of the most pressing financial issues of our time including solutions for jobs, housing, veterans services and benefits, homelessness, healthcare, education and affordable housing. To learn more, you can visit his personal website at www.DRRawson.com.

Joe Baker, President & COO

Mr. Baker's career focus has been on the application of technology. He was part of the early management team at Compaq Computer and as Vice President of new products manufacturing and he developed its rapid response worldwide deployment systems and manufacturing to become the fastest growing company of its time. Since then he has worked on highly secure computer installations and satellite communications.

Richard Price, MBA, Vice President & CFO

After completing his M.B.A. Mr. Prince went on to work in the oil industry. Over the years his reputation grew and ultimately he worked for Mobil Exxon to become its Chief Financial Officer for the most profitable division within that global enterprise. While stationed in the Pacific Rim, Mr. Price led the company's effort to work with its neighborhood programs for education and housing.

Mickey Shackelford, CPA, MBA Vice President

Mr. Shackelford is also a Member of the Board of Directors and works full time for one of the largest public accounting firms in the U.S. He has over 40 years of experience in the public and private sectors. He was the Director of Corporate Tax at the second largest oil and gas corporation in the U.S. He also serves as the Chairman of the Internal Audit and Compliance (IAC) committee for C4 WorldWide, Inc.

Jeffrey Edwards, Sr. Executive Vice President & President of C4 Alchemists

As a reserve Navel Officer of more than thirty years, Mr. Edwards' expertise was originally in atomic energy. He worked for the famous Crosley School of Consultancy and as lead instructor taught senior management teams from this nations Fortune 100 and leading international companies. He went on to found Alchemists International, a successful international consulting business working in

Mike Herron, Vice President of Capital Development

Mr. Herron is a successful Money Manager with extensive experience in the investment management and financial services industry. He holds a B.A. in Economics, NASD/NFA Series 3, 7, 30, 63 and 66 registrations and is also a Chartered Alternative Analyst (CAIA) Level 1. As an entrepreneur, he founded Viper Trading that became one of America's largest online brokerage firms. It was successfully sold in 2003. Since, Mr. Herron has headed several firms including one of the largest

Mike Kavanagh, Executive Vice President of Capital Development and Deployment

Mr. Kavanagh has been working in international finance and developing special projects in the U.S. and abroad for the past several years. These include farming, manufacturing, transportation and energy. After serving as a Navy Seal during the war in Viet Nam, Mr. Kavanagh served our country and then went into business as an entrepreneur in the far east.

EXHIBIT 6

A. App.1890

EXHIBIT 6

A. App.1890

C4 Capital News

CMO Leverage-Up™

"Minimal Capital and Maximum Return"

Background

The value of the United States real estate market is constantly changing. It is expected that soon the FDIC Board of Directors will set a specific indexed price for each state's residential property. This will mean that on an advisory basis, they will set the minimum wholesale suggested price for bulk purchases as a given percentage of today's Net Present Value (NPV).

For those wishing to leverage funds, there is no better time, than the present.

Collateralized Mortgage Obligation (CMO)

A CMO is a financial debt instrument (vehicle) that was first created in June 1983 by the investment banks Salomon Brothers and First Boston for Freddie Mac. There are many grades of CMOs and each with a unique rating such as AA, A, etc. Some are asset based, while others are supported by interest only.

Process and Application

C4 has secured a unique opportunity in the financial marketplace to leverage CMOs. C4 identifies lenders (individual or corporation) to provide the capital necessary to purchase and then leverage CMOs in the investment market. This instrument, because of the U.S. real estate market can be easily leveraged. The cost of the CMO compared with its ability to be leveraged makes it the ideal vehicle for capital aggregation and real estate acquisition.

Contract levels / Lender returns:

CMOs can be purchased in increments as follows:

$\$260,000 = \$5,000,000$; $\$500,000 = \$10,000,000$; $\$1,000,000 = \$20,000,000$

Note: Acquisition costs may vary; the return does not.

Payout Schedule:

Principle and the Return on the investment is paid in 10 equal payments over 10 months.

$\$260,000 = \$500,000/\text{month}$; $\$500,000 = \$1,000,000/\text{month}$; $\$1,000,000 = \$2,000,000/\text{month}$

Safety

The CMOs purchased, held and owned by C4 are AA Rated, interest bearing and are issued by Bank of America and Credit Suisse. Each CMO comes with its own CUSIP number and after being purchased and registered it can be viewed via Bloomberg. The CMOs securitize the money that is loaned to C4 to acquire the CMOs.

Please contact the C4 Representative who has shared this information with you.

About C4

C4 WorldWide provides services Beyond Venture Management (BVM) and is at work in countries providing banking solutions, secure investments and consulting solutions. The company works with alternative and existing energy technologies, real estate, ship building and renewable solutions for wood and fabric and within more than 50 verticals. C4 also provides humanitarian services and is working to solve healthcare and other quality of life issues in Africa, India and the United States. For more information, please email: info@C4WWW.com

From: www.C4WORLDWIDE.com

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EXHIBIT 7

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 Hall Ops International LLC (hereinafter "HOP").

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 HOP that was signed for in a Promissory Note (Exhibit C) between HOP 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 HOP 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. HOP 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.

Initials: 

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 OWNERSHIP 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 Access to Joint Venture Account. 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:



C 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. Foster

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. 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.

Initial Initial

From: PEGGY CANN To: Kerry Rusler

Date: 11/20/2009 Time: 9:40:28 AM

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C WORLDWIDE

ARTICLE VII

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.

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From: PEGGY CAIN To: Kerry Rucker

Date: 11/30/2009 Time: 9:40:28 AM

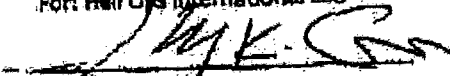
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement and agree to its terms and conditions:

For: Half Ops International LLC

For: C4 WorldWide, Inc.


Signature


Signature

Name/Title: Jeffery K. Cain
Member 2

Name/Title: DR. Rawson, CEO

Date: 11/29/09

Date: 11/29/09

[]

[]

C ORLD IDE

Jeffery K. Cain
Member 2

C ORLD IDE

DR. Rawson, CEO



On this day, Jeffery K. Cain, Member 2, of Half Ops International LLC, and DR. Rawson, CEO, of C4 WorldWide, Inc., have entered into this Agreement...

The undersigned hereby certify that the foregoing is a true and correct copy of the original and that the same has been read and explained to the undersigned and that the undersigned understands the contents and meaning of the same and that the undersigned is not under any duress, coercion, or undue influence and that the undersigned is not a minor or an incompetent person and that the undersigned is not a party to any other agreement that may conflict with the terms of this Agreement.

Witness my hand and seal this 29th day of November, 2009.

Jeffery K. Cain
Member 2

DR. Rawson, CEO

Initial A Initial DR

04/08/2007 22:33 71463 92

From: HENRY KUN to: HENRY KUN

C4 WW / CCG

USER: 776000000 TIME: 04/08/2007

A. App. 1899 08/20

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4 WORLDWIDE

Exhibit A

Legend New Securities Account Application (separate pdf)

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

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Initials  Initials 

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A. App. 1899

Exhibit B
C4 WorldWide, Inc. Corporate Resolution

To Secretary's Loan of \$ 3,000,000 USD

RESOLVED, that the CEO, Mr. DR. Rawson shall be authorized to secure a loan in the amount of up to \$1,000,000 US\$ from Heli-Op, U.C. 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 December 29th, 2019 between the two Parties. * Heli-Op International, U.C.

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 of WorldWide, Inc.

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

RECORD NUMBER: 100-100000-100000

[Handwritten signature]

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From: PEGGY CAN To: Kerry Rucker

C4 WW / CCG
Date: 11/30/2009 Time: 9:40:28 AM

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PAGE 15/28
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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 Dawsey Drive
Garden Grove, CA 92841
+714-875-6136 Main Number
+714-275-2127 Fax
www.C4WorldWide.com

Banking:

Wells Fargo Bank
13749 Research Blvd.
Austin, TX 78750
+512-844-8110 Main Number
+512-219-6162 Fax

ABA Number: 111900659
Account Number: 0000002177

Bank Officer Assigned: Mr. Ron Westbrook

Lender Information:

Hell Ops International LLC
101 West Way
Minden, NV 89423

+1775-782-4040 Main Number
+1775-782-0140 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 Hell 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: 

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.

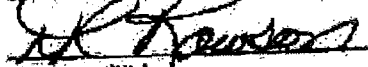
If Lender pursues and prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and attorney fees in an amount the court finds to be reasonable.

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: Holl Ops International LLC

 MEMBER
Signature/Title

Printed Name: Jeffrey K. Cain

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 OWNERSHIP 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:

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.

Initials  Initials _____

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 _____

4 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.

This portion of the page left intentionally blank.

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

[The "entirety" of the
terms of a business entity
must provide a single copy
with a color copy of the
provisions for non-competition
provisions]

[C4 Corporate Seal]

DR Rawson
Chairman & CEO
C4 WorldWide, Inc.



C4 WORLDWIDE

DR Rawson has held the position of Chairman and CEO since December of 2008. Prior to that he was the company's Chief Executive Officer.

Over the past four years, DR Rawson has been the President and CEO of a variety of companies in the computer hardware, software, consulting and education of our country. His varied experience with business ventures and his strategic vision to pursue and the development of business opportunities.

As also stated in the C4 Corporate Charter, DR Rawson is committed to the growth of the company and to the growth of the business. He is committed to the growth of the business and to the growth of the business.

His accomplishments and his leadership and his leadership in the very first computer hardware and software development. In addition, he has developed the leading technology for the computer hardware and software development. He has developed the leading technology for the computer hardware and software development. He has developed the leading technology for the computer hardware and software development.

For additional information, please visit the Rawson's personal web site. It can be found at <http://www.DRRawson.com>.

About C4 WorldWide, Inc. Founded in 1998, C4 WorldWide, Inc. is a leading provider of computer hardware, software, consulting and education services. The company is a leading provider of computer hardware, software, consulting and education services. The company is a leading provider of computer hardware, software, consulting and education services.

Initials *DR* Initials _____

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 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 Bylaws of the Corporation on 11/29/09 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 11/29/09.

ATTEST.

Richard Price, Secretary and CFO of the Corporation

DR Rawson, Chairman & CEO

Corporate Offices: 110 Equinox - 8711 Denney Drive, Garden Grove, CA 92647 - 714 679 0135 - Fax: 714 679 0137
© 2009 C4 WORLDWIDE, INC.

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.

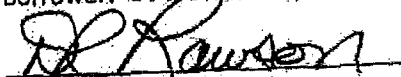
The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, 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.

Lender: Hell-Ops, LLC


Signature/Title

Signature/Title

Printed name: DR Rawson

Printed Name: _____

(C4 Corporate Seal)

Initials  Initials _____

A. App.1913

EXHIBIT 8

EXHIBIT 8

A. App.1913

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:

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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 OWNERSHIP 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 NHCP 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

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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. At 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.

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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.

C4WORLDWIDE

(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.

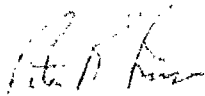
10.08 Applicable Law and Venue. This Agreement shall be construed and enforced under the laws of the State of California.

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

[]

C4 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 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, HumanLend, 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 WITNESS 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

Handwritten signature of DR Rawson.

DR Rawson, Chairman & CEO

C4 WORLDWIDE

Exhibit C
JVP Corporate Resolution (if required)

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

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

Information:

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.

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.

Electronically Filed
Feb 02 2017 11:45 a.m.
Elizabeth A. Brown
Clerk of Supreme Court
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.

APPELLANTS' SUPPLEMENTAL APPENDIX

VOL. 12

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

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LEMONS, GRUNDY & EISENBERG
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ATTORNEYS FOR APPELLANTS

CHRONO INDEX

CHRONO INDEX

CHRONOLOGICAL INDEX TO APPELLANTS'

SUPPLEMENTAL APPENDIX

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
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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85

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BOBBIE R. WILLIAMS
CLERK

D. GOELZ DEPUTY

CASE NO.: 11-CV-0296

DEPT. NO.: I

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.

**STATEMENT OF UNDISPUTED
MATERIAL FACTS IN SUPPORT OF
MOTION FOR PARTIAL SUMMARY
JUDGMENT**

1. Plaintiffs Jeffrey Cain and Peggy Cain are residents of Douglas County, Nevada.

2. In 2009, the Cains considered purchasing another helicopter company, Carson Helicopters. The stated purchase price was \$20,000,000. At that time, the Cains began discussions with their CPA, Dan Witt, about potential investments to generate funds to use for this purchase. Witt referred them to Kerry Rucker, a business and investment consultant. Rucker mentioned as a possibility the program that Defendants were offering through C4 Worldwide for the purchase of Collateralized Mortgage Obligations ("CMOs"). Witt and Rucker began researching C4 Worldwide and its officers and directors, including the Defendants named herein (Affidavit of Jeffrey Cain ("Cain Aff.") ¶4; (Witt Depo (Ex. "4") at 10:10-11:2).

1 3. Heli-Ops International, LLC was registered on July 24, 2009 in Oregon, but
2 maintains its principal place of business at Minden Airport in Douglas County, Nevada, and more
3 specifically, 101 Wass Way, Minden Nevada, 89423 (Cain Aff. ¶3). It was formed for the sole
4 purpose of raising capital for the prospective purchase of Carson Helicopters and to raise capital
5 for the Cains' other aviation related businesses which operate from the same location at the
6 Minden Airport.
7

8 4. Jeff Cain is the managing member of Heli Ops International, LLC (Cain Aff. ¶3).

9 5. Defendants Richard Price and Mickey Shackelford joined C4 Worldwide in 2006.
10 At that time, C4 was not incorporated (Baker Depo (Ex. "1") at 21:3-9 and 25:3-4; Price Depo
11 (Ex. "2") at 21:24-22:12).

12 6. In 2009, shortly before the transaction with the Cains, C4's management team
13 (comprised of Richard Price, Mickey Shackelford, DR Rawson, and Joe Baker) elected to
14 incorporate in Nevada. Richard Price's stated reason for choosing Nevada was to take advantage
15 of "friendly tax laws." (Price Depo (Ex. "2") at 45:22-23; Articles of Incorporation, Ex. "12").
16

17 7. C4 was never capitalized (Ex. "11," Response to Request for Production of
18 Documents, response no. 18).

19 8. C4 maintained a resident agent in Henderson, Nevada (Exs. "12" and "13").

20 9. Joe Baker, Richard Price, and Mickey Shackelford, along with DR Rawson, were
21 the original four (4) directors of C4 Worldwide (Baker Depo Ex. "1" at 27:14-19). Although
22 DR Rawson held the majority of C4 stock, Baker, Price, and Shackelford formed 75% of the
23 management team and held the corresponding 75% of the voting power on the board of directors.
24 Consequently, they exercised more control over C4 than did DR Rawson, who was never a
25 constitutional officer.
26

27 10. Baker and Price are listed on the annual lists of officers and directors (Ex. "13").
28

1 11. Richard Price drafted the C4 Bylaws (Price Depo at 21:17-23). He became the
2 secretary/treasurer and chief financial officer (CFO). In that capacity, he kept the minutes of the
3 annual meetings (which have not been provided), handled the banking, and filed the tax returns
4 (Price Depo at 23:15-22, 24:2-12).

5 12. Mickey Shackelford is a CPA and identified as the chairman of the audit committee
6 on C4's website (Ex. "5"). Richard Price describes Shackelford as "an expert in the area of
7 income tax." (Price Depo at 16:19-23). Joe Baker considers him to be C4's tax advisor (Baker
8 Depo at 38:11-13). Mickey Shackelford prepared the IRS application to qualify C4 as a 501(c)(3)
9 tax exempt corporation. That application was never filed (Shackelford Depo at 16:10-17:20).
10 Dan Witt was the Cain's CPA and advising the Cains on this investment. Mr. Witt was
11 encouraged to have Mickey Shackelford, a CPA, as part of C4's management team (Witt Depo
12 (Ex. "4") at 22:7-25; 50:21-52:19). Unfortunately, there was no audit committee.

13 13. The CMO program was discussed multiple times by the board of directors
14 (Shackelford Depo at 26:7-9), as well as Real Estate Obligation (REO) investments (Baker Depo
15 at 32:11-18; Price Depo at 25:13-17). Baker, Price, and Shackelford also knew that C4 was
16 looking for investors.

17 14. The Cains enlisted the services of Rucker to research C4, the individual
18 Defendants, and the CMO program they offered (Cain Aff. ¶¶4-7).

19 15. Mr. Witt and Mr. Rucker began researching C4 Worldwide and its officers and
20 directors, including the Defendants named herein (Cain Aff. ¶5).

21 16. Mr. Witt and Mr. Rucker forwarded some information to the Cains. The Cains also
22 reviewed the information on C4's website. This information included biographical information of
23 all of the named Defendants, which portray them as leaders in industry and finance (Ex. "5"), and
24 the "CMO Leverage-Up" memo, which claims that C4 has already made CMO investments and
25
26
27
28

1 that a \$1,000,000 investment in its CMO program will return \$20,000,000 (Ex. "6"). The CMOs
2 would also return an interest "dividend" that would generate a substantial monthly return.

3 17. Joe Baker, Richard Price, and Mickey Shackelford all reviewed C4's website
4 (Baker Depo at 47:7-53:7; Price Depo at 24:13-25; Shackelford Depo at 24:15-20). C4's website
5 advertised the credentials of the management team and provided false and misleading information
6 about the CMO program that C4 was offering (See Meet the Management Team Ex. "5";
7 Leverage Up Memo Ex. "6").¹

9 18. Mr. Witt and Mr. Rucker also personally met with DR Rawson ("Rawson") in
10 November 2009. John Hayner was also present, who represented himself as an attorney, even
11 though it now turns out he is not admitted to practice law (Witt Depo at 12:1-14-11).

12 ///

13
14 ¹ C4's website was disabled after this lawsuit was filed. This Court will have to address the
15 effect of spoliation of evidence. It is settled in Nevada that there is "a permissible inference that
16 missing evidence would be adverse [applies] when evidence is negligently lost or destroyed."
17 *Bass-Davis v. Davis*, 134 P.3d 103, 105, 122 Nev. Adv. Rep. 39 (2006). Until the recent Nevada
18 Supreme Court case of *Bass-Davis*, Nevada law imposed a rebuttable presumption under
NRS 47.250(3) that evidence not produced due to its destruction would be adverse to the non-

19 [T]he rebuttable presumption in NRS 47.250(3) applies only when evidence is
20 willfully suppressed, it should not be applied when evidence is negligently lost or
21 destroyed, without the intent to harm another party. Instead, an inference should be
permitted. *Bass-Davis*, 134 P.3d at 107.

22 The *Bass-Davis* Court also gave a fairly lengthy discussion on the practical difference between an
"inference" and a "rebuttable presumption."

23 Unlike a rebuttable presumption, an inference has been defined as "[a] logical and
24 reasonable conclusion of a fact not presented by direct evidence but which, by
25 process of logic and reason, a trier of fact may conclude exists from the established
26 facts." Although an inference may give rise to a rebuttable presumption in
appropriate cases, an inference simply allows the trier of fact to determine, based
on other evidence, that a fact exists. *Bass-Davis*, 134 P.3d at 107.

27 When the Court employs a rebuttable presumption, the burden shifts to the spoliating party to
28 rebut the presumption by showing that the evidence destroyed was not unfavorable. *Hyatt v. FTB*,
130 Nev. Adv. Op. 71 (2014) (citing *Bass v. Davis* at 447-48, 106-07).

1 19. Based on the information provided to and received by Witt and Rucker, the Cains
2 continued to investigate C4's CMO program (Cain Aff. ¶10).

3 20. Witt and Rucker would not have approved the investment in C4's CMO program
4 and the Cains would not have made the investment if DR Rawson had been promoting the
5 program alone (Witt Depo. 25:2-27:18; Cain Aff. ¶8). For Mr. Witt, the involvement and
6 capability of Baker, Price, and Shackelford "went a long ways to promoting this deal and the
7 corporation in general." (Witt Depo at 52:3-5).

8 21. C4 and the individuals involved reinforced the point that C4 was comprised of
9 individuals who were very successful, respected, and established in their various industries, that
10 they were experienced in the type of financial investments which they were promoting, and that
11 they were actively engaged. These representations were false, as the Defendants had no
12 experience in the investments they were marketing. (See Answer to Interrogatory No. 10,
13 Ex. "14").
14

15 22. The Cains carefully reviewed the biographical information before proceeding with
16 the investment. They were very impressed with those resumes and the information provided about
17 the individual Defendants and that was a strong factor in their decision to proceed (Cain Aff. ¶10).
18

19 23. Based on the Inducements and Representations, on November 29, 2009, Heli Ops
20 entered into a Joint Venture Agreement ("JVA") and Promissory Note (the "Note") with C4,
21 whereby Heli Ops would loan C4 \$1,000,000 (the "Heli Ops Loan Proceeds") (Ex. "7").
22

23 24. Jeffrey Cain executed the JVA on behalf of the Plaintiffs. Rawson executed the
24 JVA for C4.

25 25. Richard Price and Mickey Shackelford were aware of the JVA with the Cains on
26 November 29, 2009 before it was signed (Price Depo at 27:16-28:7; Shackelford Depo at 28:8-12;
27 email Ex. "15"). Richard Price received the JVA on November 29, 2009 and requested some
28

1 changes which were incorporated into the document (Price Depo at 27:16-24; 28:10-14;
2 **Ex. "15")**.

3 26. The JVA includes a corporate resolution as Exhibit "B" with Richard Price's
4 signature which expressly authorizes the JVA (Price Depo at 28:8-14; JVA **Ex. "7"**). Baker,
5 Price, and Shackelford all testified that the JVA was not authorized by the C4 board of directors
6 and that the corporate resolution attached to the JVA is false (Baker Depo at 78:22-79:3;
7 Price Depo at 28:10-16; Shackelford Depo at 32:7-33:19).

8 27. Baker, Price, and Shackelford spoke among themselves, but ultimately did nothing
9 about the false resolution (Baker Depo at 79:13-81:12; Price Depo at 44:1-45:16;
10 Shackelford Depo at 46:4-47:3). Rather, Richard Price personally spoke with Jeff Cain before
11 HeliOps funded the \$1,000,000 loan (Price Depo at 25:18-26:2; Cain Aff. at ¶16). Richard Price
12 established a rapport with Jeff Cain by telling Mr. Cain that he was in the oil business, which was
13 also one of Jeff Cain's business pursuits (Price Depo at 26:23-27:1; Cain Aff. at ¶16). In that
14 same conversation, Richard Price provided Jeff Cain the banking information to make the wire
15 transfer (Price Depo at 29:6-10; Cain Aff. at ¶16) and instructed the banking officer to set up the
16 account as a joint account for Jeff Cain (Price Depo at 47:6-16; Cain Aff. at ¶16; emails
17 **Ex. "16")**.

18 28. The Cains funded the \$1,000,000 loan the next day, on November 30, 2009
19 (Baker Depo at 77:21-78:21; Depo. Ex. 4B, attached hereto as **Ex. "20"**). Jeff Cain went to a
20 Wells Fargo Branch bank in Carson City, Nevada, to execute the wire transfer instructions (Cain
21 Aff. at ¶15; **Ex. "17"**).

22 29. The JVA specifies that the funds are to be used exclusively for the purchase of
23 CMOs (Baker Depo at 78:6-21; JVA **Ex. "7"** Par. 1.01). Despite the foregoing, Richard Price
24 proceeded to execute \$359,000.01 of wire transfers and withdrawals the very next day,
25
26
27
28

1 December 1, 2009 (Price Depo at 34:23-36:13; 44:1-12, Ex. "21"). These payments were made to
2 DR Rawson, Mickey Shackelford, Jeffrey Edwards, and others (Price Depo at 66:8-69:10 and
3 Ex. "21"). Price was aware when he executed the wire transfers that "the only funds C4 had were
4 the loan proceeds from the Cains." (Price Depo at 31:19-32:8). Richard Price transferred
5 \$810,277.10 out of C4's Wells Fargo bank account in December 2009, alone (Ex. "21").
6 Joe Baker admitted that it would be a misuse of funds to use the loan proceeds for any purpose
7 other than the purchase of CMOs (Baker Depo at 59:6-62:4). Mickey Shackelford could think of
8 no legitimate reason for the payments (Shackelford Depo at 34:5-39:4).
9

10 30. Although Richard Price eventually transferred \$1,005,000 to the brokerage account
11 to purchase CMOs, he only did so after C4 received another \$1,000,000 from a second investor,
12 New Hope Capital (Ex. "21"; New Hope JVA, Ex. "8"). Richard Price was in direct
13 communication with Pete Lazzari, the contact for New Hope Capital (Price Depo at 33:24-34:17).
14

15 31. The HeliOps loan and New Hope Capital Loan were secured by the same CMOs
16 (HeliOps JVA, Ex. "7"; New Hope JVA, Ex. "8"). Both HeliOps and New Hope were promised
17 the first returns from the CMO investment. *Id.* In this way, C4 not only breached the JVA with
18 the Cains, but created conflicting obligations that rendered the subsequent Settlement Agreement
19 illusory (Ex. "18"). C4's obligations to New Hope prevented C4 from making the payment
20 promised in the Settlement Agreement and/or surrendering the CMOs to the Cains.
21

22 32. The CMOs generated interest payments. Richard Price also had the interest
23 payments "swept" into C4's Bank of America bank account and paid the dividends through a
24 series of wire transfers to the C4 members and their cohorts (Price Depo at 37:8-22).
25

26 33. The Cains never knew about these diversions until they reviewed bank statements
27 provided by C4 in this case that the Defendants used Heli Ops' money to pay themselves or to
28 make loans to themselves (Exs. "21," Cain Aff. ¶18). The Cains never approved those payments

1 (Cain Aff. ¶18).

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

4 35. Pursuant to the terms of the February 25, 2010 Settlement Agreement and Release
5 of All Claims ("Settlement Agreement"), C4 acknowledged liability to the Cains and agreed to
6 pay the \$20,000,000 plus accumulated interest at nine percent (9%) per annum from
7 December 31, 2009, no later than ninety (90) days from February 25, 2010 (the "Settlement
8 Agreement Payment"). As security for the payment, C4 agreed to assign to the Cains an
9 additional forty-nine percent (49%) interest in the CMO joint securities account created pursuant
10 to the JVA no later than March 4, 2010, with certain reassignments after the Cains received
11 payment (Ex. "18").
12

13 36. Jeffrey Cain executed the Settlement Agreement on behalf of the Plaintiffs.
14 DR Rawson executed the Settlement Agreement for the Defendants.
15

16 37. The Settlement Agreement contains a venue selection clause in favor of Douglas
17 County, Nevada.

18 38. The Defendants knew about the Settlement Agreement (Ex. "19").

19 39. At the time the Settlement Agreement was executed the Defendants knew that C4
20 was an unfunded shell corporation, which had no ability to repay its debts, and that it could not
21 transfer an additional forty-nine percent (49%) in the CMOs to the Cains because it had already
22 transferred that interest to New Hope.
23

24 40. The Cains complied with the terms of the Settlement Agreement. C4 and its
25 Officers/Directors failed to pay the Settlement Agreement Payment.

26 41. The Defendants continued to report on their efforts to securitize the CMOs to
27 generate funds. These communications are too voluminous to append to a brief, but see for
28

1 example Exs. "22" and "23."

2 42. That all of the Defendants, including Richard Price, Joe Baker,
3 Mickey Shackelford, and Jeffrey Edwards, were parties to the communications about the various
4 efforts to pay off the Cains and to ensure them that they were a top priority (See for example
5 Ex. "22" ("There will be a board of directors meeting next Tuesday . . ."). All of the Defendants
6 were parties to the phone conferences about these CMOs (Cain Aff. ¶27).

7
8 43. On June 24, 2010, C4 informed the Cains that it could pay \$6,125,000 (Ex. "24").
9 This did not happen.

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

15
16 45. Jeffrey Cain signed a new account application for C4 to open an account with
17 Penson (the "Penson Account"). The forms Jeffrey Cain signed and returned confirm that Heli
18 Ops owned the CMOs and that Jeffrey Cain was the secondary, forty-nine percent (49%), account
19 owner of the Penson Account (Ex. "26"). This was false and did not identify New Hope's interest
20 in the CMOs.

21
22 46. The C4 Officers/Directors approved the resolutions to move the CMOs and open
23 the Penson Account to allow trading (Ex. "27"). Richard Price signed the resolution to allow
24 trading (Ex. "28").

25 47. On October 28, 2010, Rawson, acting with authority from the Other C4
26 Officers/Directors, instructed Penson to transfer the CMOs to Golden Summit (Ex. "29").
27 Rawson did so without the Cains' consent and despite the previous agreement(s) to transfer C4's
28

1 interest to Heli-Ops.

2 48. Baker, Price, and Shackelford openly and candidly admit that they did nothing to
 3 ensure that C4 complied with the JVA and fulfilled its fiduciary obligation to the Cains
 4 (Baker Depo 79:4-23 and 84:24-85:12; Price Depo 46:8-25; Shackelford Depo 46:24-47:3).
 5 Likewise, they were unable to provide a coherent explanation of how the investment was to work.
 6 They assert that the obligations created by the JVA are DR Rawson's, alone, because he prepared
 7 the JVA. This theory of the case ignores the facts recited above (as well as hundreds of emails
 8 that will be presented at trial) and is erroneous as a matter of law. The absence of a coherent
 9 explanation and the chronology set forth above indicates that the Defendants intended at least a
 10 two-tiered Ponzi scheme, where they would use the Cains' money for their personal use and use
 11 the New Hope Capital loan for the investment – and hope it all paid off. Liability and damages
 12 will be issues for the jury to determine.
 13

14 49. The Cains also incorporate herein their August 31, 2012 Statement of Facts and all
 15 of the exhibits and affidavits submitted therewith.
 16

17 Dated this 16th day of October 2015.

18 By:

MATUSKA LAW OFFICES, LTD.

MICHAEL L. MATUSKA

Attorneys for Plaintiffs

LIST OF EXHIBITS

1. Baker Depo
2. Price Depo
3. Shackelford Depo
4. Witt Depo
5. Meet the Management Team
6. Leverage Up
7. HeliOps JVA
8. New Hope JVA
9. Settlement Agreement
10. EKN/Legent account statement December, 2009
11. C4 Response to Request for Production of Documents
12. C4 Articles of Incorporation
13. C4 Annual List of Officers and Directors
14. C4 Answer to Interrogatories
15. November 29, 2009 emails
16. Emails regarding new bank account
17. Jeff Cain Wire Transfer instruction November 30, 2009
18. Settlement Agreement
19. Emails regarding Agreement
20. WFB Statement November, 2009
21. WFB Statement December, 2009
22. Emails regarding securitization
23. Emails regarding securitization

MATUSKA LAW OFFICES, LTD.
937 MICA DRIVE, SUITE 16A
CARSON CITY, NEVADA 89703
(775) 392-2313

- 1 24. Emails regarding paying off the Cains
- 2 25. October 10, 2010 emails regarding transfer to Penson
- 3 26. Penson forms
- 4 27. Resolution allowing transfer to Penson
- 5 28. Resolution allowing Penson trading
- 6 29. Transfer instruction to Golden Summit
- 7
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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 **STATEMENT OF UNDISPUTED MATERIAL FACTS** as follows:

Richard A. Oshinski, Esq.
Mark Forsberg, Esq.
Scarpello & Huss, Ltd.
600 East William Street, Suite 300
Carson City NV 89701

Michael J. McLaughlin, Esq.
Feldman McLaughlin Thiel, LLP
178 U.S. Highway 50, Suite B
P.O. Box 1309
Zephyr Cove NV 89448

Attorney for Defendants Richard Price and
Mickey Shackelford

Attorneys for Defendant Jeffrey Edwards

☒ **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.

☐ **BY EMAIL ONLY:**

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

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY.**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.

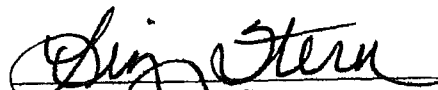

LIZ STERN, ALS

EXHIBIT 1

EXHIBIT 1

1 Case No. 11-CV-0296

2 Dept. No. I1

3

4

5

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

8 -o0o-

9

10 PEGGY CAIN, an individual,
et al.,
Plaintiffs,

11

vs.

12 DR RAWSON, an individual,
et al.,
Defendants.

13

14

15

16 DEPOSITION OF

17 JOE BAKER

18 August 10, 2015

19 Carson City, Nevada

20

21

22

23

24 JOB NO. 258103

25 REPORTED BY: DEBORAH MIDDLETON GRECO, CCR #113, RDR, CRR

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1 Q Okay.

2 A I just can't remember.

3 Q How did you become involved with C4?

4 A Got a call from DR Rawson asking if I would want to be
5 involved with a company that was going to try to raise money to
6 do what he termed as humanitarian projects.

7 Q When was that?

8 A Probably in 2005, 2006. No. 2006, I guess. I don't
9 know.

10 Q Okay. Had you met DR Rawson before?

11 A I had.

12 Q Where did you meet him?

13 Let me ask when -- how you first met DR Rawson?

14 A Satellite company in Houston. I was down there for a
15 few days, and one day he showed up at the door, because one of
16 my guys had apparently talked with him for some reason, and he
17 was aware of my efforts on the auto dialer.

18 Q Okay. What time frame was it when DR showed up at the
19 satellite company in Houston?

20 A It was sometime in 1996.

21 Q Had you ever heard of DR Rawson before that?

22 A No.

23 Q Okay. And you said he showed up. What do you mean?

24 Was he just asking questions of the company, or did he
25 ask for you specifically?

JOE BAKER - 08/10/2015

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1 Q For C4?

2 A Yes.

3 Q And how did you respond to that?

4 A I directed him toward Richard Price.

5 Q I take it you knew Richard Price then?

6 A Yes.

7 Q Well, had you learned anything more about DR Rawson's
8 background by 2006?

9 A No.

10 Q Well, it sounds like he is not a CPA or doesn't have a
11 background in accounting; is that fair?

12 MR. JOHNSON: Objection. That presumes Mr. Baker has
13 knowledge of Mr. Rawson's entire work experience.

14 BY MR. MATUSKA:

15 Q It doesn't assume that.

16 I mean, if he was asking someone else to do the
17 accounting, that suggests he doesn't have accounting background,
18 doesn't it?

19 A I don't agree with that. I don't know. Say it's more
20 like he didn't have time.

21 Q Okay. Did he tell you what projects he was busy with?

22 A At that time?

23 Q Yes.

24 A I don't remember.

25 Q So far we have the initial came by the satellite

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1 A Sometime in 2006.

2 Q Okay. What did you tell him then?

3 A I told him I would.

4 Q Okay. Well, how did it develop that you became a
5 board member, and even the president?

6 A Two different questions. He decided in 2006 to set up
7 a board. There hadn't previously been one.

8 Q Is this even -- is this after the time that he asked
9 you to be an advisor?

10 A Yes.

11 Q Okay. All right. And what did he, what did you
12 discuss with him about the board for C4?

13 A I don't recall.

14 Q Well, were you one of the initial board members?

15 A Yes.

16 Q And who were the others?

17 A I guess it was myself, of course, he was, and Richard
18 Price, and I don't recall if Mickey Shackelford was one of the
19 initial ones or not.

20 Q Okay. Was there ever a board meeting?

21 A Yeah, it's required once a year.

22 Q All right. So did you have an initial meeting in
23 2006?

24 A Don't recall.

25 Q Have you actually attended a board of directors

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1 meeting for C4 Worldwide?

2 A Yes.

3 Q When?

4 A I'd have to go -- I don't remember. They were
5 telephonic.

6 Q Were there annual meetings for C4 Worldwide?

7 A There were.

8 Q Did anyone keep minutes?

9 A I believe so.

10 Q Okay. Do you know who kept the minutes?

11 A Richard was the secretary.

12 Q Did he keep minutes?

13 A I believe he did.

14 Q Do you understand that it's customary, maybe required,
15 I don't know, for at one meeting to review and approve the
16 minutes from the previous meeting?

17 Are you aware of that practice?

18 A Yes.

19 Q Okay. Did that happen at C4?

20 A Yes.

21 Q Okay. So that would indicate there were actually
22 minutes of meetings for C4, right?

23 A Yes.

24 Q All right. I just want to be clear.

25 So one of the things that you would do at these

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1 MR. JOHNSON: I wish I had thought of it first.

2 BY MR. MATUSKA:

3 Q What was being projected?

4 A What was being projected was the amounts of revenues
5 that it would take to cover certain projects.

6 Q Okay. Well, those sound like project costs, but those
7 weren't projections of revenue, then, were they?

8 A Well, you have to have the revenue to cover the cost.

9 Q I understand that. And C4 never had revenue, right?

10 A I told you, they were what-ifs.

11 Q What scenarios was C4 looking at to generate revenue?

12 A Well --

13 MR. FORSBERG: Again, I'm going to object about who is
14 meant by C4?

15 So I think it's a vague question.

16 MR. JOHNSON: Same objection.,

17 THE WITNESS: There was an effort back in, I think it
18 started in 2009, to acquire some REOs.

19 BY MR. MATUSKA:

20 Q And was that expected to generate the revenue or hope
21 to generate the revenue?

22 A Yes.

23 Q Okay. I just want to be clear:

24 C4 never had any revenue that you are aware of; is
25 that correct?

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1 A I do not recall now.

2 Q Okay. Was that before or after the joint venture
3 agreement?

4 A Long before.

5 Q Okay.

6 MR. FORSBERG: Can I ask for a clarification?

7 Long before what? I didn't get the question.

8 BY MR. MATUSKA:

9 Q Long before the joint venture agreement for the CMO
10 investment.

11 What was Mickey Shackelford's role with C4?

12 Let's turn the phones off, guys, please.

13 A I would classify it as a tax advisor.

14 Q Do you know if taxes were ever filed?

15 Or excuse me. General tax returns were ever filed for
16 C4?

17 A No, I do not.

18 Q Pardon?

19 A I don't.

20 Q Okay. Was Mickey Shackelford also a member of the
21 board?

22 A Yes.

23 Q Do you know if he had a share interest?

24 A Do not.

25 Q Do you know if DR had any experience in oil drilling

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1 sure if his wife was an authorized signature or not.

2 And Richard was an authorized signature, and I was
3 added onto the accounts to back up Richard as he is a heart
4 patient, and there became some concern as to being able to have
5 backup for him.

6 BY MR. MATUSKA:

7 Q Did C4 have a website?

8 A Yes.

9 Q When did you first see C4's website?

10 A Oh, man. I don't recall that.

11 Q Did you actually look at it at some point?

12 A Actually looked at it at some point when I got a phone
13 call from a guy that I had known for a long time.

14 Q Who is that?

15 A His name was Guy Fielder.

16 Q And what happened with Guy Fielder that made you look
17 at the website?

18 A He had apparently, for some reason, gone out there and
19 looked at it, and he called me, and he says, there has got to be
20 something wrong here. I said, what is that?

21 And he says, this thing says that you were a founder
22 at Compaq.

23 And I said, that's not true.

24 Q Was Guy Fielder a connection from Compaq?

25 A Actually all the way back to TI.

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1 Q Okay. What time frame was that when Guy Fielder had
2 called you to tell you that information about Compaq was wrong
3 on the website?
4 A Geez, I don't recall.
5 Q Before this joint venture agreement with the Cains?
6 A Oh, yeah. Yeah.
7 Q Did you provide DR Rawson with any biographical
8 information for yourself to put on the website?
9 A Not in writing, no.
10 Q But you provided him with some information about your
11 background?
12 A Well, he would ask me questions.
13 Q Okay. Well, was the rest of the information on C4's
14 website correct?
15 MR. JOHNSON: Objection. Vague as to time. What
16 iteration of the website?
17 THE WITNESS: I don't know what you mean by that.
18 BY MR. MATUSKA:
19 Q What information was on C4's website?
20 MR. JOHNSON: Same objection.
21 THE WITNESS: I don't know. I can't answer the
22 question if it was correct or not. I don't know.
23 BY MR. MATUSKA:
24 Q I'm just asking for what information was on the
25 website?

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1 MR. JOHNSON: Asked and answered.

2 BY MR. MATUSKA:

3 Q What types of things were on the website?

4 A I don't recall.

5 MR. JOHNSON: Same objection.

6 BY MR. MATUSKA:

7 Q Just the biographical information, or was there more

8 information than that?

9 A I think there was more than that.

10 Q Okay. Do you recall what the other information was?

11 A I do not.

12 MR. JOHNSON: Hang on a second.

13 So you are unclear as to what website, the website as

14 of what date, what page on the website, so in that sense, it's

15 vague.

16 Potentially compound.

17 Go ahead.

18 BY MR. MATUSKA:

19 Q If he wants to tell me about different websites he

20 looked at, or different, a change of website, he can.

21 But right now he hasn't testified about any of that.

22 How many times have you looked at the website?

23 MR. JOHNSON: Objection. Calls for the disclosure of

24 attorney-client privilege and work product information inasmuch

25 as there may have been examination post litigation.

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1 Go ahead.

2 THE WITNESS: Not more than a couple.

3 BY MR. MATUSKA:

4 Q Okay. First time you looked at it was when Guy
5 Fielder called you to say the information about your background
6 with Compaq Computers is wrong; is that correct?

7 A That's correct.

8 Q Okay. And then did you ever look at it again?

9 A I did.

10 Q When?

11 A I don't recall when.

12 Q Okay. Could you, had DR corrected the -- well, who
13 was in charge of the website?

14 A He was.

15 Q Okay. And the next time you looked at it, had he
16 corrected the information about your background with Compaq
17 Computers?

18 A He corrected that part, but he screwed it up again.

19 Q What did he screw up?

20 A He put down that I was the original COO of Compaq.

21 Q So did he have to make another correction, then?

22 A Asked him to, yes.

23 Q Do you know if he did that?

24 A I believe he did.

25 Q Did you actually look at the website again to make

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1 sure that he had made the corrections?

2 A Yes.

3 Q Okay. Other than the correction about your relation
4 with Compaq Computers, had the website changed during those
5 different times you looked at it?

6 A I can't recall. I focused in on one thing.

7 Q And that was just your bio information, right?

8 A Yes.

9 Q Okay. Do you know when the Leverage Up memo went on
10 the website?

11 MR. JOHNSON: Objection. Vague. Assumes facts not in
12 evidence. Lacks foundation.

13 THE WITNESS: I do not.

14 BY MR. MATUSKA:

15 Q Do you know what the Leverage Up program was about?

16 A Vaguely.

17 Q What -- what's your understanding?

18 A My understanding was that there was some banking
19 programs. Some of the larger banks.

20 MR. FORSBERG: Well, I'm going to object because it
21 sounds like hearsay to me, but I don't know, because of the way
22 the question was asked, whether it is or not.

23 BY MR. MATUSKA:

24 Q Go on.

25 A Where was I?

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1 Q You were describing your understanding of what the
2 Leverage Up program was about.
3 And all you said so far was there was banking programs
4 with larger banks.
5 A That was, in essence, soliciting of, let's say, large
6 funds for a duration of time and offering large returns.
7 Q Who did you get that explanation from?
8 A Mr. Rawson.
9 Q Who were these large banks soliciting large funds
10 from?
11 A Investors.
12 Q What type of investments were they? Or what type of
13 funds were they soliciting?
14 A I don't understand the question.
15 Q Well, your explanation was that banking programs with
16 larger banks that was, in essence, soliciting large funds for a
17 duration of time and offering large returns.
18 And I'm just trying to understand what large funds
19 were being solicited by the large banks?
20 A Cash.
21 Q Are you guessing, or do you know that?
22 A I don't know that. But that's -- I can't understand
23 the -- I don't understand your question.
24 Q I'm just asking for clarification of your answer,
25 Mr. Baker.

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1 A Well, I mean, I don't know what else there would be
2 besides cash.

3 Q Okay. And this is the information you got from
4 DR Rawson?

5 A Yes.

6 Q Did he explain in any greater detail?

7 A Not that I recall.

8 Q And who at -- who at C4 had experience in the Leverage
9 Up program like you just described?

10 A I do not know.

11 Q You don't personally have experience in that kind of
12 thing?

13 A No. I'm an operations guy, man. I'm serious. I
14 don't --

15 Q And you have explained to me that DR's background, as
16 far as you know, is in sales; is that correct?

17 A As far as I know, yes.

18 Q Okay. Well, was he -- did he have any expertise in
19 the Leverage Up program?

20 A I do not know.

21 Q Can you explain to me how it came about, then, that C4
22 was promoting a program that the directors did not have any kind
23 of expertise in?

24 MR. JOHNSON: Objection. Argumentative. Assumes
25 facts not in evidence. It is vague.

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1 Go ahead.

2 THE WITNESS: No.

3 BY MR. MATUSKA:

4 Q Pardon?

5 A No.

6 Q When did you learn that C4 had taken on an investor?

7 A Are you --

8 MR. FORSBERG: Objection.

9 MR. JOHNSON: Objection. It's vague. Assumes facts

10 not in evidence.

11 Go ahead.

12 THE WITNESS: An investor?

13 BY MR. MATUSKA:

14 Q Right.

15 A As in?

16 Q I'm referring to the joint venture agreement here

17 that's at issue in this case.

18 A About 10 to 10:30 in the morning of November the 29th.

19 Q When I asked you, you know, when you learned it had

20 taken on investors, is there any other type of investor that --

21 A No. I was wondering where you were coming from.

22 Q Okay.

23 A I thought, what is he talking about.

24 Q Okay. Is there any other investors out there that I

25 need to be aware of that were involved with C4?

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1 A No.

2 Q Okay.

3 A I didn't understand why you just didn't say the joint
4 venture agreement.

5 Q Do you know what a joint venture agreement is?

6 A Generally.

7 Q I mean, do you understand it's a form of a partnership
8 agreement?

9 MR. JOHNSON: Objection. That calls for a legal
10 conclusion. And it's vague.

11 And it lacks sufficient detail to identify or
12 characterize the agreement.

13 BY MR. MATUSKA:

14 Q And more specifically, joint venture agreements are
15 usually a partnership agreement for one specific purpose.

16 Would you agree with that?

17 MR. JOHNSON: Same objection.

18 THE WITNESS: Not that schooled. I don't know.

19 BY MR. MATUSKA:

20 Q Okay. Do you understand, though, the partners owe
21 fiduciary duties to each other?

22 MR. JOHNSON: Objection. That calls for a legal
23 conclusion.

24 It, essentially, is an incomplete hypothetical. It's
25 vague. And that's it.

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1 on the record. Please just appreciate that.

2 You never personally engaged in any conversations with
3 Jeff Cain or his advisors about how this investment program was
4 supposed to work?

5 A No. I didn't even, I didn't even know what a CMO was.

6 Q Okay. Did DR Rawson describe what the intended use of
7 the CMOs was? Excuse me.

8 The intended use of the million dollar loan, did he
9 describe what the intended use of the loan was?

10 A It was to buy CMOs.

11 Q And when did you actually see the joint venture
12 agreement?

13 A Sometime later that day.

14 Q And you understand that the joint venture agreement
15 specifies that the funds, that the loan is to be used to buy
16 CMOs, right?

17 A I believe it said a billion dollars' worth, didn't it?

18 Q A face value of a billion dollars.

19 But you understand that the joint venture agreement
20 specifies that the loan money is to be used to buy CMOs, right?

21 MR. JOHNSON: Objection. The document speaks for
22 itself. It's out of context, and vague in that sense.

23 But go ahead.

24 THE WITNESS: Yes.

25 ///

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1 BY MR. MATUSKA:

2 Q And would it be a misuse of those funds for the C4
3 board of directors to use those funds for purposes other than
4 purchasing the CMOs?

5 MR. JOHNSON: Objection. It's vague. Calls for a
6 legal conclusion. Calls for a conclusion to be made by the
7 ultimate finder of fact. It's incomplete. The document speaks
8 for itself.

9 Go ahead.

10 BY MR. MATUSKA:

11 Q Do you recall the question?

12 A No.

13 MR. MATUSKA: Can you read the question back, please?

14 Read back the prior answer and question, also.

15 Record read by the reporter as follows:

16 "QUESTION: But you understand that the joint venture
17 agreement specifies that the loan money is to be used to buy
18 CMOs, right?

19 "THE WITNESS: Yes.

20 "QUESTION: And would it be a misuse of those funds
21 for the C4 board of directors to use those funds for purposes
22 other than purchasing the CMOs."

23 BY MR. MATUSKA:

24 Q That's the question that's pending, please.

25 MR. JOHNSON: Same objection.

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1 THE WITNESS: I'm not sure.

2 BY MR. MATUSKA:

3 Q What are you unsure of?

4 A Well, I mean, as far as I know, the money was used to
5 buy a billion dollars' worth of CMOs.

6 Q Do you know if those, if the loan proceeds were used
7 for any purpose other than purchasing the CMOs?

8 A I think that, that Mr. Rawson was able to buy a
9 billion dollars' worth of CMOs for something less than a million
10 dollars.

11 Q Do you know how much less?

12 A I do not recall.

13 Q Well, where did Mr. Rawson get the money to pay
14 himself over \$300,000?

15 A My understanding is that --

16 MR. FORSBERG: I'm going to object as lacking
17 foundation. Sounds like it might be hearsay.

18 I just think it's a question that needs to be
19 rephrased.

20 MR. JOHNSON: I'm going to object, too. Join in those
21 objections.

22 Further, it's vague inasmuch as I'm not sure what
23 \$300,000 is being referred to.

24 Go ahead.

25 THE WITNESS: It's my understanding that the joint

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1 venture agreement said that C4 would own 51 percent of the CMOs.

2 And it's also my understanding that Mr. Rawson had
3 made a deal to sell all but two percent of that 51 percent to
4 another company.

5 BY MR. MATUSKA:

6 Q When did you learn about that second deal?

7 A Vaguely probably, I want to say, second or third week
8 in December.

9 Q What was the -- do you know if this loan from Heli Ops
10 was secured?

11 A I do not.

12 Q Okay. Do you know if the loan from the second
13 investor was secured?

14 A I do not.

15 Q Did C4 have anything that it could offer as security
16 for those loans?

17 A Not that I'm aware of, but I wasn't involved in the, I
18 don't know what went on in the transactions.

19 MR. MATUSKA: Get that marked next in order, please.

20 (Exhibit 12 marked for identification)

21 BY MR. MATUSKA:

22 Q Mr. Baker, I'm handing you what's just been marked as
23 Exhibit Number 12, a document in the Wells Fargo Expanded
24 Services Package statement for account number ending 2177,
25 December 2009 statement.

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1 You don't have to read it all now. If for some reason
2 you think there is an error with it, you can send us a better
3 copy later, okay?

4 A It's not a fully executed copy. I have never, you
5 know --

6 Q This one is. The fax is. See?

7 A All right.

8 Q The fax is a little hard to read, so I gave you a
9 cleaner copy at the end.

10 A Okay.

11 Q If you think there is any defects with that version of
12 the agreement, you can provide us with what you think is a full
13 agreement later, okay?

14 A Okay.

15 Q But did you have a chance at least to flip through
16 this?

17 A Yes.

18 Q So as far as you can tell today, that's a copy that
19 Rawson send you on November 29th?

20 A It appears to be.

21 Q Now have you look at Exhibit B. You have it open
22 right there. Flip that over, Exhibit B.

23 Do you see Exhibit B to the agreement?

24 A Yes, yes, yes.

25 Q What's Exhibit B?

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1 A It says, certificate of corporate resolution.

2 Q Okay. And do you have any reason to doubt that that
3 was Exhibit B to the agreement that DR Rawson sent you on
4 November 29th?

5 A No, I do not.

6 Q Okay. Can you read that for us, please? Just going
7 to ask you to read the first two paragraphs into the record.

8 A Richard Price, secretary of C4 Worldwide, Inc., do
9 hereby certify at a duly constituted meeting of the directors of
10 the corporation held by telephonic and electronic communication
11 on 11/29, and it was upon a motion duly made and seconded, that
12 the board of directors of C4 Worldwide, Inc., unanimously
13 adopted the following resolution:

14 Resolved that CEO, Mr. DR Rawson shall be authorized
15 to secure a loan amount of one million dollars U.S. from
16 Heli Ops, LLC.

17 The documentation of which shall be a joint venture
18 agreement, and the purpose of which is to purchase CMOs that can
19 be internationally leveraged to provide a return stated in the
20 joint venture agreement dated November 29th, 2009, between the
21 two parties.

22 Q That's fine. And thank you for reading that for us.

23 You understand that that resolution is representing
24 that this joint venture agreement was unanimously approved by
25 the board of directors?

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1 A I understand what it says.

2 Q Is that false?

3 A Yes.

4 Q Okay. Why didn't you inform the Cains or their
5 advisors that this resolution was false, and that the joint
6 venture agreement had not been adopted by the board of
7 directors?

8 A I was not dealing with the Cains.

9 Q Well, C4 was, right?

10 A Yes.

11 Q And you were a director of C4 at this time, correct?

12 A Mr. Rawson was dealing with the Cains.

13 Q I understand that. I'm asking a little different
14 question, though.

15 Why didn't you think that you had any duty to set the
16 record straight before this went further?

17 MR. JOHNSON: Objection. It calls for a legal
18 conclusion, a legal opinion, and presents a vague and incomplete
19 hypothetical.

20 Go ahead.

21 THE WITNESS: I had never had, never had any
22 communication with the Cains, and, you know, I felt no
23 obligation to call them about that.

24 BY MR. MATUSKA:

25 Q Okay. You explained to me that the joint venture

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1 agreement was executed on November 29th, 2009, correct?

2 A Yeah, I believe that's correct.

3 Q And that's the date that Rawson called you about the
4 joint venture agreement, correct?

5 A Correct.

6 Q And the date that he also sent you a copy of the joint
7 venture agreement, correct?

8 A Yes.

9 Q Okay. Do you recall what we reviewed in the exhibits
10 about when the loan actually funded?

11 A The next day.

12 Q The next day.

13 So there was time to tell the Cains that this was not
14 approved, right?

15 MR. JOHNSON: Objection.

16 BY MR. MATUSKA:

17 Q Isn't that right?

18 MR. JOHNSON: Hold on.

19 MR. MATUSKA: Can we turn the phone off, please?

20 MR. JOHNSON: Objection. It's vague. Assumes facts
21 not in evidence. Lacks foundation.

22 Go ahead.

23 BY MR. MATUSKA:

24 Q So there was time to tell the Cains that this was not
25 approved by the board of directors, right?

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1 MR. JOHNSON: Same objection.

2 THE WITNESS: You know, I can't say that, and the
3 reason I can't say that is because I'm not sure that I, that it
4 was not later in the night before I read the thing.

5 BY MR. MATUSKA:

6 Q At any rate, Mr. Baker, where the record stands now is
7 that you knew that this joint venture agreement was not approved
8 by the board of directors, and you did nothing about it.

9 That's correct, right?

10 MR. JOHNSON: Objection. That misstates his
11 testimony.

12 THE WITNESS: What would you have me do?

13 BY MR. MATUSKA:

14 Q How many members were on the board of directors at the
15 time?

16 A I guess four.

17 Q And each member gets one vote?

18 A Yes.

19 Q Okay.

20 A Keep going.

21 Q It's pretty obvious to me --

22 A It's not obvious to you.

23 Q -- that I don't need to go further.

24 MR. JOHNSON: Wait for a question.

25 ///

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1 A Usually about status of funding.

2 Q Was the joint venture agreement or the CMOs ever
3 discussed in those updates?

4 A CMOs were, yeah.

5 Q Okay. How many times were the CMOs discussed in these
6 updates?

7 A Oh, geez, I can't remember that.

8 Q Many times?

9 A I can't tell you. I can't remember.

10 Q More than five?

11 A Oh, yeah.

12 Q More than ten?

13 A Over the course of a year, yeah, I assume. Yeah.

14 Q Talking about that time period after the loan was
15 made?

16 A Yes.

17 Q Okay. How many calls -- I mean, was -- how frequently
18 would you get updates on it?

19 A Well, I mean, there was always the email updates that
20 everybody was getting, including the Cains.

21 Q Okay.

22 A And then, you know, I would say anywhere from once a
23 week to once a month.

24 Q Well, okay. I believe you already answered the
25 question, though, but even during this time period when you were

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1 getting email updates, did you ever inform the Cains that you

2 weren't part of the deal?

3 And that you didn't want to be part of the deal?

4 A No.

5 Q Why not?

6 A I don't think that's my responsibility.

7 Q Okay. And that's based on your prior testimony that
8 since DR set this up, you think -- you are satisfied just to let
9 him follow through for better or worse?

10 A There was nothing that any of us could have done.

11 Q Did you ever try to do anything?

12 A No.

13 MR. MATUSKA: Okay. No further questions. Thank you.

14 (Proceedings concluded at 11:37 a.m.)

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EXHIBIT 2

A. App.1827

EXHIBIT 2

A. App.1827

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,

Case No. 11-CV-0296

vs.

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

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1 going to repeat them anyway.

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

10 Do you understand that?

11 A Yes.

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

16 A Yes.

17 MR. FORSBERG: Try to wait.

18 MR. MATUSKA: Easier said than done sometimes. Even
19 when I repeat the instructions.

20 MR. FORSBERG: Yes.

21 BY MR. MATUSKA:

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

23 A 13115 Amarillo Avenue.

24 Q Is that in Austin, Texas?

25 A Correct.

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1 Q How long have you lived at that address?

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

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

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

8 Q Is that before 2009 or after 2009?

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

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

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

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

16 A MBA.

17 Q Where did you get your MBA?

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

19 Q When was that?

20 A '86.

21 Q Where did you do your undergraduate studies?

22 A University of Texas at Austin.

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

25 A There's a bunch of campuses.

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1 A Joe Baker.

2 Q How do you know Joe Baker?

3 A We were neighbors.

4 Q Are you still?

5 A No. Not as such.

6 Q How long have you known Joe Baker?

7 A Since 1969, I believe.

8 Q How long have you known Mickey Shackelford?

9 A 1965.

10 Q How did you get to know Mickey Shackelford?

11 A We started working at the same company in the same

12 group.

13 Q Which company was that?

14 A Texaco, Inc.

15 Q So that would have been shortly after you graduated

16 undergraduate school?

17 A Right.

18 Q How did, what did Joe Baker, how did he approach you

19 about C4? What did he tell you? What did he ask you to do with

20 C4?

21 A He didn't talk so much about C4. He just said I know

22 this fellow, who turned out to be DR Rawson, who needs some

23 financial and accounting help. Would you mind calling him and

24 talking to him about it. And I did.

25 Q Okay. What did Joe Baker tell you about DR Rawson,

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

6 BY MR. MATUSKA:

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

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

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

16 A Not in my opinion. Not in my opinion.

17 Q Did C4 have bylaws?

18 A Yes.

19 Q Did the board of directors approve the bylaws?

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

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

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1 know you were explaining that you called DR, and he was
2 explaining that his top executives in C4 North America had
3 resigned, was looking for some talent, and you discussed the
4 talent that you guys assembled. But how did it proceed that you
5 actually assumed a position with C4?

6 A Well, when I called him to talk about it, he asked me
7 if I would come aboard and serve in some capacity in the
8 financial area. And as I recall, I probably said well, give me a
9 few days to think about it, and I agreed to it.

10 Q Okay. You only had that one conversation before you
11 agreed to it?

12 A One conversation, uh-huh.

13 Q Did you discuss any compensation?

14 A No.

15 Q Did you expect compensation for your activities with
16 C4?

17 A Sure. At some point, sure. I mean I couldn't afford
18 to provide a charity myself, but it was based, it was contingent
19 upon the success of the corporation and the ability to fund
20 projects and then realize a profit from some of those projects.
21 I understood that.

22 Q Well, did you expect, then, that when C4 got up and
23 going and had some revenues and projects that you would get paid
24 at that time?

25 A Yes.

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1 Q Was that discussed with DR?

2 A Yes.

3 Q Was it discussed with the other board members?

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

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

9 A No.

10 MR. JOHNSON: Objection. Misstates facts.

11 THE WITNESS: So do I answer that or --

12 MR. FORSBERG: You already did.

13 THE WITNESS: Okay.

14 BY MR. MATUSKA:

15 Q Did C4 file annual tax returns?

16 A Yes.

17 Q Who was, did someone have to sign --

18 A Yes.

19 Q -- as the filer?

20 A Yes.

21 Q Was that you?

22 A Yes.

23 Q Did C4 have any actual employees?

24 A No.

25 Q Did it pay any salaries?

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1 A No. Not to my knowledge.

2 Q And C4 had bank accounts, right?

3 A Right.

4 Q Which accounts did it have?

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

7 Q Were you the signer on those accounts?

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

9 Q Who were the other signers?

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

13 Q Did C4 have a website?

14 A Yes.

15 Q Have you ever seen the website?

16 A I have.

17 Q When?

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

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

22 A I don't recall it.

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

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

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1 Q What was discussed at the C4 board level about the
2 Leverage-Up program?

3 MR. FORSBERG: I'm going to object. "At the board
4 level" is vague.

5 THE WITNESS: It was, as I recall, a program where it
6 was trying to bring a certain amount of money available or
7 together at one point in time, and then after a passage of time,
8 that money would reap a certain benefit that could be used in
9 some way to pursue other financial instruments.

10 BY MR. MATUSKA:

11 Q What was the instrument that was going to be used to --

12 A I don't know. I don't remember that.

13 Q Do you recall discussing CMOs with the C4 board?

14 A I do not. Not prior to November 29. We discussed
15 REOs.

16 Q What are REOs?

17 A Real estate obligations.

18 Q Have you ever spoken with Jeff Cain?

19 A Yes. But it was in a casual way, and it was, it would
20 have been perfunctory, like where do you want me to put this. It
21 would have been administratively related. I didn't ever talk to
22 him about this deal or anything technical. It would have
23 strictly been something related to the administration on his side
24 or my side.

25 Q Was that on a phone call?

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1 A It was a phone call, as I recall. But I think there
2 were other people on the call, but I wouldn't swear to that.

3 Q You don't remember who the other people were?

4 A Do not.

5 Q When was the Wells Fargo Bank account set up?

6 A I'm not sure. It was, it might have been 2007 or '08,
7 actually. I don't know.

8 Q Who was the banking officer that you were dealing with?
9 Was it Brannigan?

10 A Yeah. At which time frame?

11 Q Were there different banking officers that you dealt
12 with?

13 A No. But I mean I wouldn't have dealt with anybody
14 other than somebody in that 2009 time frame, or '10. And it was
15 Brannigan.

16 Q Did you have to contact Brannigan about receiving the
17 wire transfer from the Cains?

18 A I don't recall.

19 Q Did you, in that conversation phone call you had with
20 Jeff Cain, did you discuss arrangements for the wire transfer of
21 the loan proceeds?

22 A Don't recall.

23 Q Do you remember telling Jeff Cain that you were in the
24 oil and gas business?

25 A I do. Yeah, I do. And I do remember talking about

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1 that just a little bit.

2 Q But you don't recall what was discussed about the wire
3 transfer?

4 A No, I don't. From my side, it would have been me
5 giving account numbers and that kind of thing.

6 Q Right.

7 A Yeah. I may have done that.

8 Q Do you recall Jeff Cain just saying something to the
9 effect that he just wanted to touch base or be comfortable with
10 the person who was going to receive the wire transfer?

11 A I don't remember that, no.

12 Q What did Jeff Cain say when you told him you were in
13 the oil and gas business?

14 A I don't know what his exact words were, but it
15 precipitated a casual conversation about the business.

16 Q What was your understanding of why Jeff Cain was
17 getting ready to wire funds?

18 A I didn't know he was until I saw that memo on November
19 29.

20 Q What memo are you referring to?

21 A The, or the email from DR Rawson about the JVA
22 attached. I didn't have a clue.

23 Q So he sent you the JVA on November 29?

24 A Yes.

25 Q That's the first time you had seen it?

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1 A Yes.

2 Q Had you had discussions at the board level about the
3 forthcoming joint venture agreement with the Cains?

4 A No. Not that I was a party to.

5 Q Did Rawson send you the joint venture agreement by
6 email?

7 A Yes.

8 Q Did you review the joint venture agreement?

9 A Yes.

10 Q Did you notice that there was a corporate resolution
11 attached to the joint venture agreement which represented that
12 the joint venture agreement had been approved by the unanimous
13 board of directors?

14 A I did recognize that.

15 Q Is that accurate?

16 A Not in my opinion it's not.

17 Q Did you tell Rawson that that wasn't correct?

18 A I am -- I do not know. I really don't know. And the
19 reason I don't recall everything is I was very upset when I saw
20 it.

21 Q Did you have the conversation with Jeff Cain about the
22 wire transfer after you got the email from DR Rawson?

23 A Not that I recall.

24 Q You had the conversation with Jeff Cain before you got
25 the email from DR Rawson?

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1 A No. Okay --

2 Q I'm just trying to piece together the sequence of
3 events, the chronology. We have talked about an email from DR
4 Rawson, with the joint venture agreement attached, right?

5 A Right.

6 Q And we talked about a phone discussion with Jeff Cain
7 about a wire transfer. I thought you told me that the first
8 notice you got about the joint venture agreement was the email
9 from DR Rawson.

10 A Uh-huh.

11 Q So was your discussion with Jeff Cain after that?

12 A I'm not sure.

13 Q Well, did you tell Jeff Cain that Rawson was acting on
14 his own for the joint venture agreement?

15 A Did not.

16 Q Why not?

17 A Why? I mean at that point I didn't feel any
18 responsibility to do that. I was more worried about our side.

19 Q What was the worry on your side?

20 A Promising, as I mentioned to him and pointed out to him
21 and he corrected, getting money one day and promising 20 million
22 the next day.

23 Q In 30 days. Let's be fair here. It was 30 days.

24 A Well, no, the original deal said get it this day, and
25 you are going to get 20 million the next day. I'm the one who

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1 brought that to his attention, said my God, how can you promise
2 money you got one day and deliver 20 million the next day. Then
3 he changed it to 30 days.

4 Q The first agreement that you got from DR Rawson, was
5 that a copy of the signed agreement?

6 A I'm going to say I don't know, because I don't know. I
7 don't know. One could assume that. But I don't know that for a
8 fact.

9 Q But anyway, you made, you suggested some changes to the
10 agreement to Rawson?

11 A Yes.

12 Q And were those changes adopted?

13 A Yes.

14 Q And the Cains or one of their companies actually wired
15 the money, right?

16 A Yes.

17 Q How did you receive notice that the funds had been
18 received?

19 A I don't know that I did receive notice.

20 Q Do you remember what day the funds were received?

21 A December the 1st. The 29th, as I recall, I believe it
22 was a Sunday. So, I think it was a Sunday, so it would have been
23 I guess maybe Monday. But I think it was December the 1st.

24 Q Are you aware that there were a series of wire
25 transfers out -- well, let's just, let me back up for a minute,

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1 please.

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

4 A Yes.

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

7 A Yes.

8 Q How did you become aware of those wire transfers?

9 A I was instructed to make them by DR Rawson.

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

13 A Of December 1st?

14 Q Right.

15 A Yes.

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

18 A Right.

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

22 MR. JOHNSON: Objection. Misstates facts.

23 BY MR. MATUSKA:

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

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1 A Yeah, please.

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

3 (Record read.)

4 BY MR. MATUSKA:

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

8 A Yes.

9 MR. JOHNSON: Same objection.

10 BY MR. MATUSKA:

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

13 A Yes.

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

16 MR. JOHNSON: Objection. Document speaks for itself.

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

19 BY MR. MATUSKA:

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

22 MR. JOHNSON: Same objection.

23 THE WITNESS: Not in my opinion.

24 BY MR. MATUSKA:

25 Q When did you become aware that C4 had a second

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1 investor?

2 A I do not know. I do not know.

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

4 Q Right.

5 A I do not know.

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

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

10 Q Right.

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

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

15 A Yes.

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

19 A Absolutely.

20 Q And so if money had been -- okay.

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

23 A I do not recall.

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

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1 A Not individually.

2 Q What do you mean?

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

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

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

10 Q Was that in the December 2009 time frame?

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

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

14 A I would say more than five.

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

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

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

20 A Two.

21 Q How do you know that?

22 A From looking at the bank statement.

23 Q So why was DR Rawson paid \$125,000 on December 1 of
24 2009?

25 A Because I was instructed to do that.

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1 Q Did that seem right to you?
2 A No.
3 Q Did you tell Rawson that?
4 A I don't recall.
5 Q Why did you think that wasn't right?
6 A I think because of the magnitude.
7 Q The amount of the money?
8 A Uh-huh.
9 Q Are your qualms related at all to the joint venture
10 agreement with the Cains?
11 MR. JOHNSON: Objection. Misstates facts.
12 THE WITNESS: I would -- no, not specifically as such,
13 but more just in principle in general.
14 BY MR. MATUSKA:
15 Q What was the withdrawal in a branch store for \$100,000
16 on December 1?
17 A That would have, I don't know why they say branch
18 store. That would have been a transfer or a, yeah, a transfer
19 from this Wells Fargo account to another Wells Fargo account.
20 Q C4 had another Wells Fargo account?
21 A No. Somebody who was getting money had a Wells branch,
22 had a Wells Fargo account. And I have detailed all that before,
23 what all those, who got all those wire transfers, names and
24 everything. And I gave it to counsel, and I gave it to --
25 Q Well, I appreciate the reminder. Thank you. Let me

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

4 A 122

5 Q 12.

6 A Okay.

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

10 A Right.

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

13 A I was.

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

15 MR. JOHNSON: Objection. Misstates facts.

16 THE WITNESS: So should I answer that?

17 MR. FORSBERG: Yes. If you can.

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

20 BY MR. MATUSKA:

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

22 A Unsecured.

23 Q How carefully did you read the joint venture agreement?

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

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1 know, I don't know what you want me to say.

2 Q Did the CMOs return dividends?

3 A Interest?

4 Q Right.

5 A Right.

6 Q What happened with the interest that they returned?

7 A They were swept into this account, I think.

8 Q If I told you they were swept into the Bank of America

9 account, would that refresh your recollection on that?

10 A It could have been, because this account was closed at
11 some point, February, March 2009. I can't remember.

12 Q Who authorized the interest to be swept into the Bank
13 of America account?

14 A DR. He was the only one actually who had access to
15 that EKN account for the longest time.

16 Q Then where was the money paid once it went, how was the
17 money paid out of the Bank of America account?

18 A I don't know, without looking at a point in time.

19 Q Did you do the wire transfers out of the Bank of
20 America account?

21 A I did. I did. Some of the distribution went to the
22 Cains. They got some of that money.

23 Q How many?

24 A I can recall at least two, but there may have been more
25 than that.

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1 business.

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

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

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

15 A As I recall, yes.

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

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

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

24 A Such as?

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

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- 1 A No. I'm fairly sure I voiced a concern to DR.
- 2 Q Okay. Was Cynthia Cardenas one of the original
- 3 officers of C4?
- 4 A No.
- 5 Q Who is she?
- 6 A What do you mean?
- 7 Q What's her connection?
- 8 A She was president of C4 for a short time.
- 9 Q What time period was that?
- 10 A I think it was probably the middle of 2009 to November
- 11 2009.
- 12 Q Does she live in Henderson, Nevada?
- 13 A No. She lived in Dallas, Texas.
- 14 Q Do you know if Rawsons purchased a house in Henderson?
- 15 A I'm sorry?
- 16 Q Do you know if the Rawsons purchased a house in
- 17 Henderson, Nevada?
- 18 A I do not.
- 19 Q Was C4 Worldwide incorporated in Nevada before or after
- 20 you became involved with DR Rawson?
- 21 A It would have been after.
- 22 Q How did you guys decide to incorporate in Nevada?
- 23 A Friendly tax laws.
- 24 Q And you guys set up a --
- 25 MR. FORSBERG: Vague as to who "you guys" are.

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1 BY MR. MATUSKA:

2 Q Well, C4 set up a principal office in Henderson,
3 Nevada, right?

4 A Uh-huh.

5 Q Is that correct?

6 A As I recall. There's a registered agent in some town
7 in Nevada.

8 Q Right. Okay. What steps did you, Mr. Price, take to
9 make sure that the, that C4 properly executed the joint venture
10 agreement with the Cains?

11 MR. JOHNSON: Objection. Misstates facts.

12 THE WITNESS: I mean I executed the wire transfer to
13 EKN, or whoever it was that purchased the CMOs, and beyond that,
14 that was the extent. As far as when you refer to the JVA, that
15 was what was required when we did that. And I sent that wire
16 transfer.

17 Q Was there anything else you can think of that you did
18 to make sure the agreement was properly fulfilled?

19 A We did, on the bank account, we set them up, them, the
20 Cains, up, which they said was fine, per an email from DR Rawson
21 to me, where they could view the account that we had set up.

22 Q Are you talking about the EKN brokerage account?

23 A No, the Wells Fargo account. They had the right to go
24 in and look at that account any time they wanted to and see what
25 was happening and what was transpiring.

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1 Q Are you talking about the Wells Fargo account that's on
2 Exhibit 12?

3 A Right.

4 Q Did Brannigan set that up?

5 A Did Brannigan set what up? Sorry.

6 Q Do you recall having communications with Brannigan
7 about setting up the Wells Fargo account so the Cains could view
8 it?

9 A I don't. It could be that they had a division of
10 duties where it might have been someone else in the bank that did
11 that. That might have been somebody in their IT group or
12 something. So I don't recall.

13 Q Were you the person from C4 that instructed Wells Fargo
14 to set up the bank account that way?

15 A Yes. After a conversation with Mr. Rawson, and he had
16 conversation with the Cains as I recall.

17 Q What time period was that when the account was set up
18 like that?

19 A It was in, sometime in December of 2009.

20 Q After the loan was made?

21 A Yes.

22 Q Do you recall if the Cains in the middle of December
23 2009 ever asked for an advance on the money that was anticipated
24 under the joint venture agreement?

25 A I do recall that. They indicated they had some

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